



# ASSOCIATION OF OWNERS OF KALELE KAI

# HOUSE RULES

(Effective November 1, 2008)

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## INTRODUCTION

The following rules and regulations ("House Rules") have been approved by the Board of Directors ("Board") of the Kalele Kai Association of Owners ("Association") in accordance with the By-Laws of the Association of Owners of Kalele Kai ("By-Laws") and the covenants, conditions and restrictions set forth in the Declaration of the Condominium Property Regime ("Declaration"). These House Rules are effective August 1, 2008, and supersede any previous House Rules published by the Association.

The House Rules apply to all owners and occupants of Kalele Kai and to all other persons who are on the premises at any time, including agents, employees, guests, licensees, invitees, owners, and tenants.

The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the residential condominium apartments and to protect the condominium's reputation and desirability by providing maximum peace and enjoyment on the premises.

The Resident Manager provides a copy of the House Rules to each owner and lessee before occupying an apartment. The terms of any written lease between an owner and lessee whether expressly stated therein or not must incorporate and require compliance with these House Rules.

## SECTION A: GENERAL

### A-1 DISCLAIMER OF LIABILITY REGARDING KEYS & LOCKOUT SERVICE

Keys entrusted by a unit owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to the Board or the Resident Manager, whether for the unit owner's or occupant's unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the unit owner or occupant, and the Board or the Resident Manager shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith. This service is offered as a convenience by the management in case of lockout or emergency, but is not a warranty or guarantee as there may be situations where those authorized to have access to the keys may not be available after normal office hours or on holidays to provide lock out assistance

#### A-1.1 Lockout Fees

A lockout fee of \$25.00 will be charged after normal office hours. Normal office hours are from 8AM to 5PM Monday through Friday, and Saturday from 9AM to 1PM, excluding holidays. There shall be no lockout fee charged for requests made during normal business hours.

### A-2 USE LIMITATION

Nothing shall be allowed, done, or kept in any unit or common area of the Project, which would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon, maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.



### **A-3 COMPLAINTS AND SUGGESTIONS**

Complaints and suggestions regarding the Project shall be made in writing to the Board or the Resident Manager. Owners may also submit complaints and suggestions to the Board at its Regular Meetings and at Annual Meetings of the Association as specified in the meeting's agenda.

### **A-4 FIREWORKS AND FIREARMS**

There shall be no use of fireworks of any type at any time in, from, or around any unit or the common or limited common elements except by special permission in writing from the Board. There shall be no use of firearms of any type at any time in, from, or around any unit or the common and limited common elements.

### **A-5 REGISTRATION**

The names and phone numbers of all tenants and business address, and contact phone numbers of all owners and tenants shall be provided to the Resident Manager on a written information form approved by the Board. This information shall be updated by the owners and tenants when changes are made.

### **A-6 RESPONSIBILITY OF OWNERS**

All unit owners are at all times personally responsible for the conduct of their family, guests, guests of their family, tenants and all occupants. All owners shall maintain a minimal amount of liability insurance (See Appendix 1) and file proof of same with the Resident Manager. It is highly recommended that all owners require their tenants to procure their own liability and property insurance coverage.

All occupants are at all times personally responsible for the conduct of their family, guests and guests of their family.

This responsibility extends but is not limited to any damage or destruction to common or limited common elements.

### **A-7 OBSTRUCTION OF INGRESS AND EGRESS**

No persons shall place, store, or maintain on the road or premises any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the common elements.

### **A-8 ENFORCEMENT OF HOUSE RULES**

#### **A-8.1 Authority to Enforce House Rules**

The Board of the Association shall enforce the House Rules by delegating the responsibility of enforcement to the Resident Manager and the Managing Agent. The Resident Manager and Managing Agent are designated as agents of the Board of Directors for the enforcement of these House Rules.

The violation of any House Rules adopted by the Association gives the Board or its agent the right to take all necessary steps to abate, enjoin, or remedy such violation by appropriate legal means, including the assessment of fines (See Appendix 2).



**A-8.2 Enforcement Costs**

In accordance with the Bylaws, the cost of enforcement is the obligation of the apartment owner. Additionally, Chapter 514B Hawaii Revised Statutes, provides in part:

- "All costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the Association for:
- " Enforcing any provisions of the Declaration, By-laws, House Rules, and the condominium Property Act;"
- "against an owner or any occupant of an apartment shall be promptly paid on demand to the Association by the apartment owner ..."

**A-8.3 Reporting and Handling of Violations**

Infractions of the House Rules should be reported to and enforced by the Resident Manager. The Resident Manager will handle all complaints on an anonymous basis, whenever possible. It is suggested that minor disagreements should be settled between the individual occupants affected.

**A-9 AMENDMENTS TO HOUSE RULES**

The Board of Directors reserves the right to make other House Rules from time to time as may be deemed necessary.

**A-10 USE OF UNITS**

A unit shall be used only for family living accommodations and shall not be used for business or any other purposes; provided, however, this provision shall not affect such units from being rented or leased for residential or living accommodations in accordance with the By-Laws and Declaration.

**A-11 STRUCTURAL CHANGES & RENOVATIONS**

No structural changes of any type shall be permitted either within or outside a unit without prior consent and written approval of the Board of Directors. Furthermore, all renovation requests must be submitted in writing to the Board of Directors for approval. Applications are available in the Resident Manager's Office and a licensed and insured contractor must be used. Insurance must also designate the Association as an Additional Insured. After approval, material deliveries must be scheduled 24 hours in advance with the Resident Manager. Renovation hours are Monday through Friday, 8:00 a.m. - 4:30 p.m. ONLY and must be scheduled in advance with the Resident Manager's Office. Written specifications and guidelines on specific renovations, as established and modified from time to time by the Board of Directors (i.e. floor covering replacement, lanai wind screens, etc.) are available in the Resident Manager's Office.

**A-12 LANDSCAPING CHANGES**

Any proposed changes in landscaping must receive prior consent and written approval of the Board of Directors.

**A-13 MAINTENANCE REQUESTS**

Owners are required to make requests on maintenance matters of the common elements to the Resident Manager and not directly to Maintenance Personnel.



#### **A-14 DELIVERIES**

Deliveries of any items or objects shall be permitted only between the hours of 8:00 a.m. to 5:00p.m, Monday through Saturday. All moves and deliveries are to be scheduled 24 hours in advance with the Resident Manager. . No Sunday or Holiday deliveries are permitted.

### **SECTION B: UNITS**

#### **B-1 EXTERIOR SURFACES**

No awning, shades, window guards, towels, swimwear, wiring, or other objects shall be attached to or hung from the exterior of any unit's verandas, balconies, lanais, or windows, or protrude through the walls, windows or roof thereof. Objects shall not be placed on the rail or ledge of the lanai.

Furthermore, no notice, advertisements, bill posters, illumination or other sign shall be inscribed or posted on or about the unit, although not visible outside of the Project, except as shall have been approved in writing by the Board or the Resident Manager. Such approval may be granted or refused at the sole discretion of the Board or the Resident Manager.

#### **B-2 UNIT MAINTENANCE**

The repair and maintenance of the interior of the unit is the responsibility of the individual owner.

#### **B-3 NAMEPLATES**

Nameplates or other door signage are not allowed on or around the exterior of unit entrance doors.

#### **B-4 ELECTRICAL EQUIPMENT**

All radio, television, or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements, or recommendations of the public authorities having jurisdiction. The unit owner alone shall be liable for any damage or injury by any radio, television or other electrical equipment in such owners' unit. Satellite television reception devices may be installed in accordance with current Over the Air Reception Device Rules ("OTARD") adopted by the Federal Communications Commission ("FCC"). A copy of current FCC OTARD Rules may be obtained from the Resident Manager. Although FCC OTARD Rules may permit owners to install satellite television reception devices on certain portion of their unit lanai, it is recommended owners advise the Resident Manager as to the proposed location prior to installation to avoid the possibility of relocation from an impermissible location.

#### **B-5 NOISE**

All noises from whatever source shall be discriminatorily controlled to avoid annoying or disturbing other occupants of the Project. Excessive noise may be reported at any time. The following hours are to be used as a guideline:

##### **B-5.1 Quiet Hours**

Quiet hours shall be as follows:

Sundays through Thursdays: 10:00 PM – 8:00 AM  
Fridays, Saturdays, and Holidays: 11:00 PM – 8:00 AM



**B-6 EMERGENCY SERVICES**

If the immediate services of the ambulance, doctor or fire and police departments are required, it is the responsibility of the occupants of the Project to call such agencies directly.

**B-7 PACKAGE DELIVERIES AND PERSONAL PROPERTY**

The Board and the Resident Manager are not responsible for packages or other deliveries left at the doors of units or other undesignated places on the premises, nor are they responsible for any personal property placed on or left in or about the premises.

**B-8 CLOTHESLINES**

Clotheslines or other similar objects shall not be hung in any outside area, including the lanais.

**B-9 PLANTS AND LANAI CARE**

Potted plants may be placed on verandas, balconies, and lanais. Water drip trays or other suitable containers shall be placed under all flowerpots. The watering and care of plants and the sweeping and mopping of verandas, balconies and lanais shall be the responsibility of the individual unit owner and tenants, and shall be kept in an attractive and aesthetically pleasing manner and condition. The water from the watering of the plants or from the cleaning of the lanai shall not be so excessive that the water runs from the lanai onto common elements or other tenants' lanais. Plants must be kept pruned and/or positioned so as not to protrude over or extend beyond lanai railings

**B-10 HAZARDOUS SUBSTANCES**

No occupant shall use or permit to be brought into any unit or common areas anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol or other combustibles of similar nature, or any gunpowder, or other explosives. No activity shall be engaged in, nor shall any substance be introduced or manufactured within the units, which may result in a violation of the law or in the increase of premium rates, or cancellation of insurance for the Project.

**B-11 BARBECUES**

No barbecues or grills of any kind are allowed for use or storage on unit lanais. Open flame cooking is not permitted on lanais. Barbeques are allowed in designated areas only. No imu pits shall be permitted in the Project.

**B-12 DRAPERIES**

Drapes shall be appropriately attached to windows or doors and shall be of a subdued tone and color.

**B-13 PETS**

A Household may have one or two dogs or cats, or a reasonable number of caged or confined household pets, such as birds, fish and turtles within their unit. Owners may allow their Tenants to have pets, provided that the Owners shall be liable for any Tenant violation of these rules. Dogs and cats are required to be registered with the Resident Manager within ten days of pet occupancy.



No dog or cat may exceed 30 pounds in weight at any time. The Resident Manager can require a dog or cat to be weighed by a designated veterinary clinic, the cost of which will be paid by the owner if the pet is determined to be over the weight limit. Pets that exceed 30 pounds shall be removed.

Certified guide animals may be used by physically disabled residents and guests at any time. The pet weight and access restrictions set forth herein shall not apply to certified guide animals.

No pets shall be kept or bred for commercial purpose and no livestock, chickens, pigs or farm animals shall be allowed.

If any pet certified guide animal or other animal causes a nuisance or unreasonable disturbance or presents a danger to any person, its owner shall be given the opportunity to rectify the problem. If the problem persists, the Board can require the removal of animals that present any unreasonable risk to persons or property.

It is a violation to allow your pet to be unescorted or unleashed outside of your apartment at anytime. Special care should be taken while indoors, meaning the interior common areas of our buildings (hallways, lobby, elevators, stairwells and garages) as well as the outdoor grounds of our Project. The only exception to this leash rule is within the designated Dog Run.

No pets are allowed within the Pool and Cabana area.

Pet owners shall only allow their pets to urinate and defecate outdoors and shall promptly clean up the defecation after their pets. Under no circumstances shall pets be allowed to urinate or defecate inside our buildings. Pet owners must either carry their pet in a cart, in their arms, or hold the pet by a short leash while indoors anywhere on the common elements. In the event of an accident, owners please immediately clean up after their pet. Parents shall be responsible for violations by children attending their pets.

These rules shall be enforced and penalties assessed in accordance with the Fee Schedule and Procedure (Appendix 2).

No visiting (unregistered) pets are allowed.

#### **B-14 DUSTING AND SWEEPING**

Garments, rugs, mops, or other objects shall not be dusted or shaken from windows, verandas, balconies, or lanais. Dust, rubbish, or litter shall not be swept or thrown or washed from any unit on to any part of the Project. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows, doors, verandas, balconies, or lanais into any part of the Project.

#### **B-15 BALCONIES, LANAIS AND VERANDAS**

All owners and occupants shall be personally responsible for any damage or injury caused by any items they place on the Balconies, Lanais and Verandas regardless of compliance with any approval process or insurance requirement described herein. Any items, which, in the opinion of the Board are unsightly and/or violate the uniform exterior appearance of the Project shall be removed and kept from the verandas, balconies, and lanais upon request by the Board.



**B-15.1 Furnishings**

Verandas, balconies, and lanais may be furnished appropriately with typical lanai furniture. Such furnishings shall be kept in an orderly fashion and maintained in good, clean condition. Ceiling fans are permitted in townhouse lanais only, subject to prior Board approval.

**B-15.2 Storing on Balconies, Lanais or Verandas**

Verandas, balconies, and lanais may not be used for storage areas for sports and play equipment, nor surplus cartons, boxes, or any other type of excess belongings except in lanai storage areas designated in the building plans as usable for storage.

**B-15.3 Other Items: Windscreens**

Items designed solely to screen the lanai from wind may be permitted so long as the Windscreens do not alter the uniform external appearance of the Project; are not attached to the ceiling, walls, railings or parapet of the lanai; are movable; are unbreakable; and are securely fastened. Windscreens are limited to resident-owner occupied condominium units; are to be insured for liability; and have written pre-and post installation review and approval by the Resident Manager. Note: the liability insurance requirement may be satisfied with the proof of insurance filed pursuant to Paragraph A6 of these House Rules, so long as the liability coverage extends to items installed on the lanai.

Owners desiring to install windscreens must comply with written specifications and guidelines available from the Resident Manager.

**B-16 REFUSE**

Dust, floor, and powdered waste shall be wrapped in compact packages. All trash must be thoroughly drained and wrapped in paper and all garbage and other refuse shall be securely wrapped, preferably in plastic bags, and securely fastened before taking to trash room and using trash chute.

**B-16.1 Large Refuse Items**

Large empty cartons, oversized packages, and other items likely to clog the trash chute shall be carried down to the trash containers and not be left in any common areas of the Project.

**B-16.2 Recycling**

Recyclable items such as aluminum cans, glass, and newspapers may be taken to the main trash room located in each garage and placed in the designated bins. Boxes must be broken down before being placed in cardboard bin.

**B-17 BOATS AND OTHER NAVIGABLE CRAFTS AND VEHICLES**

Boats, canoes, rafts, jet skis, trailers or other navigable crafts, bicycles and other transportation vehicles shall not be left or allowed to stand, stored, maintained, or repaired in the parking stalls. However, minor repairs taking no more than eight (8) hours are permitted.



### **B-18 SMOKING**

No cigarettes, cigarette butts, pipes, cigars, or other refuse shall be disposed in the common elements. Smoking is not allowed inside buildings, stairwells, parking structures or within the pool and spa area.

### **B-19 MOVING IN AND MOVING OUT**

All moves must be scheduled with the Manager's Office at least 24 hours in advance; otherwise a fine of \$50 will be assessed. A \$250 non-refundable move-in charge or a \$150 non-refundable move-out charge is to be paid in advance (only one charge will be assessed). These fees will be waived if the occupant moves within the Kalele Kai Project. Additionally, a refundable \$100 damage deposit is to be paid in advance. Regardless of these charges, the occupant shall be responsible for all damages. Nothing is to be moved through the glass doors of the lobbies, and moving shall be scheduled only Monday through Saturday (except no Holidays). Moves scheduled Monday, Thursday and Saturday may not begin until 10AM and must be completed by 5PM on the same day. Moves scheduled Tuesday, Wednesday and Friday may begin at 8AM and must be completed by 5PM on the same day. The occupant shall be responsible for removal of all packing materials and boxes. If boxes are flattened, they may be placed in the recycling area in the trash room, however, no cardboard or large items may be placed in the trash chutes.

### **B-20 RENOVATIONS**

Any renovation work that requires a Building Permit must be done by a licensed contractor and approved in advance by the Resident Manager.

## **SECTION C: COMMON ELEMENTS**

### **C-1 SOLICITATION**

No soliciting of goods and services, or religious and political activities shall be permitted on the premises unless approved by the Board.

### **C-2 RECREATION AND TRANSPORTATION EQUIPMENT**

Surfboards, bicycles, skate boards, roller skates, etc., shall not be left or allowed to stand on any part of the premises, other than within the confines of the unit or designated storage area (s).

#### **C-2.1 Bicycles, Skateboards, Roller Blades**

Skateboards, roller blades, roller skates, bicycles, scooters and other similar equipment shall not be operated or used on any part of the common elements such as, but not limited to, the walkways, pathways, interior road, parking garages, or boat mooring walkways.

#### **C-2.2 Motorized Sports and Transportation Vehicles**

Motorized sports and transportation vehicles, including golf carts, mopeds, and motorcycles shall be operated only on the road; if said vehicles shall comply with state and county registration and vehicular requirements for use on public streets and highways. The use of such vehicles is not permitted on the premises except on paved areas and solely for ingress and egress, except for use by the Association's maintenance staff and/or its retained contractors.



**C-2.3 Surfboards, Bicycles, and Other Sport Equipment**

All surfboards, bicycles, and other sports equipment that are transported through the building must use the back doors, and the equipment must be properly covered.

**C-3 SPORTS ACTIVITIES**

Group sports such as football, baseball, basketball, volleyball, frisbee, or golf shall be prohibited in the common elements.

**C-4 LANDSCAPING**

The planting and care of foliage in the common elements is within the sole discretion and responsibility of the Board. Owners, occupants, and guests shall not be permitted to plant or place shrubs, trees, vines, or other types of plants in the common elements.

**C-5 INGRESS AND EGRESS**

The grounds, roadways, and other similar common elements shall be used strictly for ingress and egress and not for play. They must be kept free of obstructions at all times.

**SECTION D: LIMITED COMMON ELEMENTS**

**D-1 LIABILITY FOR DAMAGE**

The unit owner, at its sole expense, shall be responsible to maintain all limited common elements appurtenant to its unit in a clean, safe and sanitary condition and the unit owner shall be solely responsible for any and all liability arising from said limited common elements.

**D-2 BOAT MOORINGS**

The respective owner of the condominium unit to which the boat mooring area is an appurtenant limited common element shall maintain all boat mooring areas in a clean, safe and sanitary condition. The unit owner shall maintain such boat mooring area at its sole expense and the unit owner is solely responsible for all liability arising from said boat mooring area. Dock boxes are permitted on boat mooring areas provided approval is obtained from the Marina Association and standard specifications and guidelines are followed.

**SECTION E: VEHICLES**

**E-1 REGISTRATION**

All automobiles (other than temporary rental cars) used by occupants (or non-occupant owners using their parking stalls) shall be registered with the Resident Manager. The Resident Manager shall provide a decal that is to be prominently displayed either on the front windshield or on the back of the rearview mirror. It shall be the responsibility of the occupant or non-occupant owner to update this registration and obtain necessary decals when other cars are used. Unregistered (cars without decals) and illegally parked cars may be towed away at the owner's expense.



**E-2 DAMAGE LIABILITY**

Damage to cars and other objects or to common areas shall be the responsibility of the person causing the damage.

**E-3 VEHICLE REPAIRS**

No major repairs or exchange of automotive fluids to any automobile or any transportation vehicles shall be permitted on any common element or parking stall.

**E-4 CONDUCT**

Owners of motor vehicles are required to operate them within the Project so as not to constitute a noise nuisance. No racing of motors, etc., is permitted.

**E-5 WASH AREA**

Occupants may not wash automobiles or motorcycles on any common element (except in the designed car wash areas), the roadway areas nor use the roadway for recreation. In order to prevent soap runoffs and damage to the surrounding foliage, only vegetation safe biodegradable soap may be used in the car wash area. Car wash area users are responsible for any soap runoff plant damage. Wash area is for occupants only.

**E-6 STORAGE**

No personal items such as, but not limited to, lumber, furniture, boxes, crates or recreational equipment shall be stored in any parking stall.

**E-7 SPEED LIMIT**

Vehicles shall travel at speeds no greater than the posted speed limits. Drivers must observe all traffic and directional signs for the safety of all.

**E-8 PARKING STALLS**

All vehicles shall be parked in their assigned parking stall. No vehicle owned by an occupant or non-occupant owner shall be parked on the roadway of the Project. Parking stalls may not be used by or rented to non-occupants who are not owners.

**E-8.1 Guest Parking Stalls**

All guest vehicles shall be parked only in designated guest parking stalls and their vehicles registered at designated registration areas (at the front of each building). Overnight guest parking shall be permitted when registered and a pass obtained at the Resident Manager's office.

**SECTION F: POOL AND CLUB HOUSE**

**F-1 HOURS OF USE**

The pool, the Club House (Cabana) and the surrounding areas are for the exclusive use of occupants and their guests.



**F-1.1 Pool Hours**

Pool hours are as follows:

Sunday through Thursdays:	8:00 AM to 10:00 PM
Fridays, Saturdays & Holidays:	8:00 AM to 11:00 PM

**F - 1.2 Club House (Cabana) Hours**

Monday through Sundays: Any five (5) hour increment between 10:00 a.m. – 10:00 p.m.

All users must clean Club House and remove all trash and personal items by stated end time. Only one (1) event per week for any one unit. No standing reservations are permitted. Use of the Cabana for private parties is limited to no more than 35 persons. A refundable cleaning deposit of \$100 is required upon making the reservation at the Management Office, but the unit owner shall be responsible for the cost in excess of the deposit of any additional cleaning or repair that may be required.

**F-2 POOL RULES AND REGULATIONS**

- Street clothes and diapers are not allowed in the pool or Jacuzzi.
- All suntan oil, bobby pins, hairpins, and other such material shall be removed and all persons shall shower before entering the pool or Jacuzzi.
- Eating, drinking and smoking are not allowed in the pool or Jacuzzi.
- All persons using suntan lotions and oils, etc. shall protect the furniture and the deck area with towels.
- Infants should not be taken into the Jacuzzi for health reasons.

**F-3 LIMITATIONS AND LIABILITY**

As use of the Jacuzzi presents potential health risks, children should not use the Jacuzzi unless accompanied by an adult responsible for such child. Parents or guardians are completely responsible for their children or wards and shall not permit them to enter the pool area or Jacuzzi, regardless of age, if they are not competent swimmers as no lifeguard is on duty. The pool is for use only by those able to swim. Non-swimmers should stay only in the shallow area of the pool. Any child who is not able to swim must be accompanied and directly supervised at all times while in the pool area by parent or responsible adult over the age of 18.

**F-4 CONDUCT**

Horseplay, running, diving, screaming, or other boisterous conduct is not permitted in the pool area. Loud games, such as Marco Polo are prohibited.

**F-5 GLASSWARE**

Glass or other breakable containers shall not be brought into the pool area.

**F-6 PERSONAL BELONGINGS**

All Personal belongings such as towels, sunglasses, books, etc., shall be removed upon leaving the pool area.



**F-7 NOISE**

Headsets must be used with radios, audio and video equipment while in the pool area.

**F-8 ATTIRE**

Swimming is not allowed in other than proper swimming apparel.

**F-9 NO LIFEGUARD ON DUTY**

Residents and their guests shall use the swimming pool at their own risk. No lifeguard is on duty. The Board or Resident Manager reserves the right to require a lifeguard for large pool parties, to be paid for by host owner or occupant.

**F-10 EQUIPMENT**

Scuba equipment, inner tubes, swimming fins, toys, or other inappropriate equipment shall not be allowed in the pool. However, small children may use small tubes, water wings, or similar devices for safety purposes, if accompanied in the pool by an adult.

**F-11 HEALTH REQUIREMENTS**

All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold, sores, or wearing bands or bandages, shall not be allowed in the pool.

**F-12 SANITATION REQUIREMENTS**

Spitting, spouting of water, or blowing the nose in the swimming pool is strictly prohibited.

**SECTION G: DECLARATION OF CONDOMINIUM PROPERTY REGIME OF KALELE KAI**

**G-1 COMPLIANCE**

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration of Condominium Property Regime of Kalele Kai and its Amendments ("Declaration") and Bylaws of the Association of Owners of Kalele Kai (Bylaws"), and in the event of any conflict between these House Rules and the Declaration and Bylaws, the Declaration and Bylaws shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Declaration and Bylaws.

Each occupant and owner is responsible for abiding by all House Rules and governing documents established for the Association of Owners of Kalele Kai. Owners are ultimately responsible for any and all violation(s) of these House Rules by their tenants, occupants, guests, and/or contractors, as well as any fines assessed in connection therewith.



Appendix 1- Insurance

**UNIT OWNER INSURANCE REQUIREMENTS ADDENDUM**  
 (Effective June 1, 2008)

In accordance with Hawaii Revised Statutes §514B-143(g), the Board of Directors has been authorized to require owners obtain insurance coverage for their respective units. Effective June 1, 2008, all owners are required to have obtained insurance providing the following minimum coverage types and limits:

Property Coverage	Limits Required
<b>Improvements and Betterments:</b> Alterations, appliances, fixtures, and improvements (any upgrade that is permanently part of unit including flooring, carpet, wall covering, custom cabinetry, and countertops)	Total replacement cost of all owned improvements & betterments to the unit,  Not less than \$25,000
<b>Personal Property:</b> Contents (furnishings, clothing, etc.) within the unit that are not improvements and betterments as defined above	Total replacement cost of all owned personal contents within the unit, but not less than \$35,000
<b>Loss of Use:</b> For those units occupied by unit owner as a primary residence, any necessary increase in living expenses incurred by you so that your household can maintain its normal standard of living or the fair rental value of the premises where you reside less any expenses that do not continue while the premises is not fit to live in. Usually, this is the monthly going rate for rents, multiplied by the number of months, you seek protection for	Not less than \$15,000
<b>Valuation</b>	Replacement Cost
<b>Insured Perils</b>	Special Form
<b>Liability Coverage</b>	Not less than \$300,000

Not later than June 1, 2008, all unit owners must provide to the Association of Owners of Kalele Kai ("Association") a Certificate of Insurance evidencing the coverage specified herein has been obtained. Not later than ten (10) days following the cancellation, expiration, and/or renewal of any insurance policy identified on a Certificate of Insurance, owners must provide to the Association a current Certificate of Insurance indicating renewal and/or replacement coverage has been obtained.

All new owners must provide a Certificate of Insurance to the Association evidencing compliance with this Addendum not later than ten (10) days following closing of the sale of their unit.

Owners are advised they should provide a copy of this Addendum to their insurance agent and/or insurance company and request that Certificates of Insurance be sent to:

Association of Owners of Kalele Kai  
 c/o Certified Management  
 3179 Koapaka St  
 Honolulu, Hawaii 96819



If after notice, should any owner not produce to the Association a Certificate of Insurance evidencing compliance with this Addendum, at its option, the Association may purchase the required insurance coverage and assess the reasonable premium cost back to the unit owner. However, in no event is the Association or Board liable to any person either with regard to the failure of a unit owner to purchase insurance or a decision by the Board not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.

Owners who do not purchase insurance required herein possibly expose themselves to potential substantial personal liability for damage claims which might otherwise be covered by insurance.



## **Kalele Kai Fine Schedule and Procedures** **(Effective April 1, 2008)**

In accordance with Hawaii Revised Statutes 514B-104(a)(11) and Section 6.6(a) of the Bylaws of the Association of Owners of Kalele Kai, owners have approved the following procedures, specific fines and penalties to become effective April 1, 2008:

- (1) A written statement of the alleged violations shall be provided to any owner against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard;
- (2) No proceedings under this section shall be brought against any Owner unless such owner shall have received a written statement of charges at least thirty (30) days prior to that hearing;
- (3) No proceeding shall be brought against any Owner more than sixty (60) days after such owner is provided a written statement of charges;
- (4) The Board shall appoint a panel of three (3) capable persons, one of whom shall be designated a chairperson who may or may not be Owners, and who shall hear the charges and evaluate the evidence of the alleged violation;
- (5) At such hearing the Owner so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;
- (6) The panel shall deliver to the Owner so charged within seven (7) days after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons thereof; and
- (7) The decision of the panel shall be binding upon the Owner so charged and shall not be appealable except as otherwise provided for in any applicable provision of H. R. S. Chapter 514B.

If an Owner completely corrects and/or remedies an alleged violation prior to the hearing date, the Board shall discontinue the proceedings.

- (8) The Owner has a right to initiate a dispute resolution process providing all assessed fines are paid in full.
- (9) Owners shall be liable for their own fines and fines assessed against their tenants, guests, family members, agents, or employees.
- (10) A fine must be paid to the Association within thirty (30) calendar days.

If a fine is not paid within the applicable period cited above, the fine shall be deemed a special assessment chargeable against the Owner's apartment. Additionally, the Owner shall be assessed a late fee of \$25.00 for each month the fine remains unpaid. Additionally, reasonable attorneys' fees and expenses will be assessed in accordance with HRS 514B-157(a)(3), should any House Rule violation be referred to the Association's attorney for enforcement.



**Schedule of Fines.** Fines will be assessed against anyone violating the Declarations, Bylaws, or House Rules.

- a) For violations that detract from the appearance of the project or interfere with orderly operations:
- First offense: violation will be logged and a warning citation issued
  - Second offense: citation issued and \$50.00 fine
  - Third offense: citation issued and \$100.00 fine
  - Fourth and subsequent offense: citation issued and \$150 fine
- b) For violations that unreasonably interfere with the rights, comfort, or convenience of other residents, guests and/or owners:
- First offense: violation will be logged and a warning citation issued
  - Second offense: citation issued and \$50.00 fine
  - Third offense: citation issued and \$100.00 fine
  - Fourth and subsequent offense: citation issued and a \$200.00 fine
- c) For violations that constitute a threat to the personal safety or lives of other residents or involve destruction or damage to the common elements, a citation and a fine of \$200.00 will be issued. No warning citation will be issued for these serious offenses, and/or they may immediately be referred to the Association's attorney for institution of legal proceedings, as deemed appropriate by the Board.