

ALII COVE
PROJECT RULES
(Updated November 2012)

A. ALII COVE PROJECT RULES

These Project Rules (these "**Rules**") contain background information intended to make your daily living at the Alii Cove Condominium Project more meaningful and enjoyable. It must be realized that condominium living requires each Occupant and Guest to have appropriate respect for the needs and rights of others living in the Project. The primary purpose of these Rules is to protect all Owners and other Occupants, including their Tenants and Guests, from nuisance caused by improper use of the Project, to protect the reputation and desirability of the Project, and enhance the enjoyment, comfort, and security of Occupants.

The Board shall be responsible for enforcing these Rules, but such responsibility may be delegated by the Board to the Managing Agent and/or the Resident Manager, if any. All Owners and other Occupants, their tenants and Guests, are bound by these Rules and by standards of reasonable conduct whether or not expressly covered by these Rules.

These Rules supplement but do not change the obligations of the Owners and all Occupants, and their Tenants and Guests, as set forth in the Declaration and Bylaws of the Project. In the event of any inconsistency or conflict between these Rules and the Declaration or Bylaws of the Project, or Chapters 514A and/or 514-B (the "**Act**"), Hawaii Revised Statutes, as amended and applicable to the Project, the Declaration, the Bylaws, Chapter 514A or the Act, as the case may be, will prevail.

The Board has the authority to make such other Rules or to amend these Rules from time to time as the Board deems necessary or desirable, as provided in the Bylaws of Alii Cove AOA.

B. TERMINOLOGY

1. Agent. A real estate broker, corporation, firm or individual empowered to act on behalf of any Apartment Owner.
2. Apartment. An Apartment (as defined in the Declaration; and defined as a "unit" in the Act) in the Project.
3. Association. The Association of Apartment Owners of Alii Cove, as it may be reconstituted upon a merger of the Project with other condominium Projects.
4. Board. The Board of Directors of the Association.
5. Bylaws. The Bylaws of the Association, as amended and/or restated from time to time.
6. Declaration. The Declaration of Condominium Property Regime of Alii Cove, as amended and/or restated from time to time.
7. Guest. A person whose residence is other than at the Project and visits the Project for a period of time at the invitation of an Occupant.
8. Managing Agent. The agent engaged by the Board for management and operation of the Project pursuant to the Declaration and the Bylaws.

9. Occupant. A person who occupies an Apartment, including an Owner.
10. Owner. The Owner or Owners (as defined in the Act) of an Apartment.
11. Project. The Alii Cove condominium Project.
12. Other Capitalized Words. Other capitalized terms used herein shall have the meanings set forth in the Declaration or Bylaws.

C. USE OF PROJECT AND APARTMENTS

All owners' families & guests staying at Alii Cove MUST REGISTER upon arrival within 24 hours

1. **Record of Occupants**. Each Owner and Occupant shall file his or her name, address and phone number with the Board or the Managing Agent upon purchasing or taking occupancy of an Apartment. Absent Owners shall inform the Resident Manager of the person or persons designated by the Owner to conduct inspections of the Owner's Apartment. Each Owner is responsible for completing a Resident Registration Form for all Occupants of the Owner's Apartment, including lessees and tenants. The form will be kept on file in the Resident Manager's office for emergency use and to ensure compliance with the Declaration, Bylaws and these Rules. Registration forms are available at the barbecue area at the recreation center, in the Resident Manager's office, or on-line at the Alii Cove website (www.aliicove.org) under forms.
2. **Number of Occupants**. The Apartments shall only be used for residential purposes (as provided in the Declaration) by a single "family" as defined in the County of Hawaii Zoning Code, but excluding "group living facilities" and "family child care homes" (as those terms are defined in the County of Hawaii Zoning Code). Per Board of Director guidelines, this shall be limited to four persons in a two bedroom unit, five in a two bedroom with a loft unit, and 6 in a 3 bedroom unit.
3. **Absent Owners**. An Owner shall be responsible for designating a local agent to represent his or her interest if he or she will be absent from the Apartment for more than thirty (30) days. An absent Owner shall file with the Managing Agent his or her forwarding address and telephone number and the address and telephone number of the Owner's agent. At his or her expense, an absent Owner shall have his or her agent, or some other designated person, conduct no fewer than quarterly inspections of a vacant Apartment, and assume responsibility for the contents of the Apartment.
4. **Children**. An Occupant of the Project shall be responsible for the conduct of their children at all times and shall ensure that their behavior is neither offensive to any Occupant nor damaging to any portion of the Project.
5. **Guests**. Owners and Occupants are responsible at all times for the reasonable conduct of their Guests.
6. **Nameplates**. Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board.
7. **Key Security**. Owners, Occupants or Guests are encouraged not to give or leave any items or keys to an Apartment to an employee of the Board or to the Managing Agent. Those who do leave the key to an Apartment, vehicle or other item of personal property for an employee of the Board or the Managing Agent,

do so at the sole risk of such Owner or Occupant or Guest and neither the Association, the Board nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever.

8. **Emergencies.** If the immediate services of the police department, the fire department, an ambulance or doctor are required, the agency should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Managing Agent or the Resident Manager.

9. **Commercial Solicitation.** Commercial solicitation or canvassing is not permitted in the Project at any time. Solicitation of proxies or distribution of materials relating to Association matters is permitted by Owners in the common elements provided such activities are conducted at reasonable times and in a non-intrusive manner.

10. **Electrical Equipment.** All radio, television or other electrical equipment of any kind or nature installed or used in each Apartment shall fully comply with all Rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Apartment.

11. **Water Fixtures.** Toilets, sinks, and other water or sewer facilities in an Apartment or anywhere in the Project shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks, or other water fixtures in an Apartment or in the Project shall be repaired and paid for by the Owner responsible for the presence of the same.

12. **Water Beds.** There shall be no water beds of any nature allowed in any second floor Apartment. Any Owner or Occupant of a first floor Apartment who wishes to install a water bed must first furnish the Board written evidence of adequate insurance coverage listing the Association as an additional insured and must show to the Board or Managing Agent a waterproof receptacle in which the water bed will rest.

13. **Air Conditioners.** Air conditioning units projecting from the windows of Apartments may be installed only in accordance with manufacturer's guidelines for such installation and subject to such further design and installation guidelines as may be imposed by the Board in the interest of aesthetic compatibility. All bedroom window air conditioners must have a crib installed around them that complies with the Project specifications. A condensation drain line for second floor window air conditioners above a lower level courtyard must be installed in a manner so as to take the water away from the building. The drain line shall consist of PVC tubing and shall be attached to the window trim of the lower Apartment. The Owner of the second floor Apartment must have the lower level Owner's permission to enter into the Apartment for the purpose of installing and maintaining the drain line.

14. **Building Stairs.** Golf shoes, roller blades, roller skates, etc. shall not be worn while climbing up and down building stairs.

15. **Signs, Etc.** Signs, signal lights or lettering shall NOT be inscribed or exposed on any part of a building, attached to an Apartment entry door or projected out of any window or off of any lanai (to include, but not limited to, banners, flags or advertising). Notwithstanding the foregoing: 1 sign or placard not larger than 11 x 14 inches may be displayed adjacent to an Apartment entry door; a lockbox is permitted to be attached to the building and the American flag may be flown if appropriately placed. The proper placement may be obtained from the Resident Manager. Items permitted in this Rule are subject to review and approval by the Board for propriety and placement.

16. **Prohibited Activities.** No activity shall be engaged in and no substance introduced into or manufactured within an Apartment which might overload or impair the structural integrity of a building or result in the cancellation of the insurance or an increase in the insurance rate on the Project. Bird feeders or manually feeding of birds is not permitted anywhere in the Project. No game playing is allowed in the parking areas.

17. **Hazards.** No Occupant shall use or permit to be brought into the buildings or Common Elements anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives.

18. **Observance of Covenants, Restrictions, Etc.** Each Owner shall observe and perform these Rules and ensure that his/her Occupants and Guests also observe and comply with the Declaration, the Bylaws and these Rules. Owners shall be responsible for their Occupant's and Guest's observance of these Rules. In the event any expenses are incurred by the Association or any Owner due to violations of the Declaration, the Bylaws or these Rules by any such person or persons for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees.

19. **Availability of Project Rules.** Copies of these Rules shall be kept in every Apartment and available to all Occupants and Guests.

D. RENTALS/TEMPORARY OCCUPANCY

1. **Transient Vacation Rentals; Timeshare/Vacation Use.** Use of any Apartment in the Project for or in connection with any timesharing (as defined in the Declaration) purpose or under any timesharing plan, arrangement or program, or the leasing of an Apartment for an initial term of less than thirty (30) days, is specifically prohibited by the Declaration and the Board reserves the right, with or without the imposition of a fine for such use or leasing, to initiate an appropriate legal proceeding to enjoin, abate or remedy the continuance of any such use or leasing and to assess all costs and expenses, including attorneys' fees, incurred by the Association in such proceeding against the defaulting Owner.

2. **Use by Lessees, Tenants and Guests.** Owners who permit occupancy of their Apartments by others shall convey a copy of these Rules to the Occupant. An Owner shall be responsible and liable for the conduct of the Owner's lessees, tenants and Guests. Any lease or rental agreement for an Apartment shall provide that it shall be subject in all respects to the provisions of the Declaration, Bylaws and these Rules and that the failure of the lessee or tenant to comply with the terms of the Declaration, Bylaws and/or these Rules shall be a default under the lease or rental agreement.

3. **Conduct of Lessees, Tenants and Guests.** An Owner shall, upon request of the Board or the Managing Agent, immediately abate and/or remove, at such Owner's sole cost and expense, any structure, thing or condition that may exist with regard to the occupancy or use of the Owner's Apartment by an Owner's lessees, tenants or Guests contrary to the terms and provisions of these Project Rules, the Declaration and/or the Bylaws, or, if an Owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of these House Rules, the Declaration and/or the Bylaws, such Owner shall, upon request of the Board or the Managing Agent, immediately remove such person or persons from the Project, without compensation for lost rentals or profits, or any other economic or other damage resulting therefrom.

4. **Notice.** A Resident Registration Form will be completed for all lessees, tenants and Guests and the Resident Manager will be notified by the Owner or the Owner's agent of the name and duration of stay of any lessees, tenants or Guests.

E. COMMON ELEMENTS AND LANAIS

1. **Aesthetics.** No Owner or Occupant shall permit an unsightly condition to be maintained in open view from such Owner's Apartment or the limited common elements appurtenant thereto or any adjoining common elements of the Project, and in particular, nothing shall be hung from windows, lanais, exterior stairways and landings. For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; un-shaded or improperly shaded lights that create objectionable glare; and weeds and other untrimmed plant life. No shades, awnings or window guards shall be used without the prior approval of the Board.

2. **Lanais.** Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, lanais or exterior stairways of the buildings or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. The watering of plants and the sweeping and mopping of lanais shall be accomplished in such a manner as not to create a nuisance to persons residing in adjacent or lower Apartments or to persons on the grounds of the Project. Proper safety precautions must be taken so plants do not fall from lanais. Dust, rubbish or litter shall not be swept or thrown from any Apartment or any other room of the buildings into any entryway or other parts of the Project. Nothing shall be thrown or emptied by Occupants or their Guests out of windows or doors or off lanais into any part of the Project. Only items deemed appropriate for placement on lanais, e.g. outdoor furniture, may be placed on lanais. The lanais may not be used for storage of bicycles, exercise equipment, or other such inappropriate items. No lanais may be enclosed. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building or onto the courtyard or lanai below.

3. **Yard Areas.** Owners or Occupants of ground floor Apartments with limited common element "yard areas" are encouraged to landscape and maintain this area, providing they do not plant any tree(s) or other vegetation on any part of the common elements or yard areas within two feet of the building with root systems or foliage growth patterns which can impair any portion of the common elements or utility services of the Project, and shall keep all vegetation trimmed at all times so as not to interfere with the views from other Apartments or cause damage to any of the common elements or limited common elements such as fencing. The installation of a concrete or wood treated deck within the yard area shall meet the following requirements and have Board approval before commencement of any such work: (i) the area to be covered with concrete (including any piers for a wood deck) shall be treated by a licensed pest control contractor specifically for termites, with a copy of the warranty given to the Managing Agent within three working days of the termite treatment; (ii) the deck shall have sufficient drainage away from the building with appropriate clearance complying with applicable federal regulations; and (iii) the concrete or wood deck shall not extend beyond the inside boundaries of the yard area. Owners should consult with the Managing Agent or the Board prior to landscaping or related activities in the yard areas to ensure that the proposed activities will not damage or otherwise interfere with the common elements or other Apartments.

4. **Public Ways.** The sidewalks, stairways, driveways and passageways of the Project must not be obstructed or used for purposes other than ingress and egress. Items of personal property shall not be left, parked or allowed to stand in any part of the common elements so as to interfere with ingress and egress or impede access to the hot water heater closets. Items left in violation of this section will be removed at the Owner's risk and expense at the direction of the Board. Surfboards and bicycles and related items shall not be left or allowed to stand on any part of the Project, other than within the confines of an Apartment or any storage area set aside or assigned for such purposes. Bicycles, scooters and related vehicles shall not be

operated on walkways or sidewalks of the Project; skateboards shall not be ridden on any walkways, driveways, sidewalks or parking areas of the Project.

5. **Consumption of Alcohol.** Consumption of alcoholic beverages in the common elements of the Project, other than within the fenced Recreation Area, is prohibited.

6. **Lost Property.** The Board, the Managing Agent and Resident Manager shall not be responsible for packages or other deliveries or personal property left at doors of Apartments or any other undesignated place on the Project, or left with any employee of the Association.

7. **Soliciting.** No soliciting of goods and services, or religious or political activities shall be permitted on or at the Project unless approved by the Board.

8. **Moving.** Move-in, move-out and moving of large items must be coordinated through the Managing Agent or Resident Manager and done between the hours of 8:00 a.m. and 7:00 p.m. For moving, on-premises parking must be requested in advance. Large moving vans/trucks and shipping containers must be parked on the street. Any damage to the Project caused by moving of furniture or other personal effects shall be repaired at the expense of the Owner or Occupant causing such damage. Boxes must be cut up and placed **INSIDE** the dumpster, not left outside.

9. **Recreation Areas.** Owner and Occupants may use any recreational facilities of the Project, provided that each Owner and Occupant shall assume all risk of personal injury or property damage that may result from the use of the recreational facilities by themselves or their family members and Guests. A Guest of any Owner or Occupant may use such facilities only when accompanied by such Owner or Occupant.

10. **Exterior Clothes Drying Devices.** Clothes lines or other clothes drying or airing facilities shall be permitted. The Owner must first provide a detailed description of both the device, including dimensions, pictures and planned locations before installation. Any approved device must be installed according to Board recommendation. See the Resident Management for details.

11. **Open Flame Cooking/Lighting.** Cooking over an open flame with charcoal or hibachis is not permitted within an Apartment or in the common elements. Barbequing with a gas or electric grill is permitted **ONLY** on ground level lanais provided no nuisance is created for neighboring Apartments. **NO BBQ style cooking on a gas, electric, and/or charcoal is permitted on the upper lanais of any building. The use of open flame 'Tiki' torches are also prohibited in the Community.**

12. **Removal of Items.** Any item creating a nuisance or hazard within any Apartment or the common elements shall be removed upon the request of the Board or the Managing Agent.

13. **Protection of Common Elements.** Furniture, furnishings and equipment, if any, of the common elements have been provided for the safety, comfort and convenience of all residents and Guests and, shall not be altered, extended or removed or transferred to other areas without permission from the Board or the Managing Agent.

14. **Fireworks.** There shall be no use or shooting of fireworks of any type at anytime in, from or around the Project.

15. **Trash Disposal.** Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in dumpsters provided therefor. Trash containing food shall be securely wrapped before being placed in a dumpster. Trash must be placed in plastic garbage bags that are securely fastened to avoid spillage and taken directly to the dumpster. Refuse is not to be left outside the dumpster or

at any other part of the Project. **EMPTY BOXES MUST BE BROKEN DOWN** and placed inside the dumpster. Construction debris, paint, batteries and hazardous materials shall be taken to the appropriate County transfer or landfill location for such materials. Recycling bins for cans and bottles are located in the dumpster areas.

16. **Camping.** No camping or use of tents on the common elements of the Project is allowed at any time.

17. **Maintenance of Common Elements.** No person shall tamper or interfere with any lighting or sprinkling systems in or about the common elements. Maintenance requests pertaining to any part of the common elements can be submitted to the Resident Manager on the provided forms located at the pool pavilion barbeque area.

18. **Alteration of Common Elements.** Alterations to the common elements of the Project are prohibited unless approved by the Board. No parts may be removed or replaced, including but not limited to: plants, shrubs, flowers, rocks or rock walls. Landscaped areas are the responsibility of the contracted landscapers and can only be altered by the Board or by recommendation of the landscapers to the Resident Manager and/or the Managing Agent. Residents are not allowed to make requests to the landscapers or any other contracted personnel. Requests by Owners for removal or replacement of landscaping must be put in writing to the Board.

19. **Plants.** Potted plants shall be placed in containers so as to prevent the dripping of water or soil onto other Apartments or the common elements. Plants, shrubs and flowers kept on lanais or planted in the courtyards must be maintained, trimmed, dropped fruit removed immediately, and kept pest-free. All plantings must be planted no closer than two feet from the building in order to protect the siding and foundation from rotting or any other damage.

20. **Washing of Vehicles.** WASHING OF VEHICLES WITHIN THE PROJECT IS PROHIBITED.

21. **Service Calls.** It is the Owner or his agent's responsibility to inform the movers, workmen and service people of the rules pertaining to their work. For service calls it is the responsibility of the Owner or Occupant to provide a gate access code and instructions on where to park. The Resident Manager does not have a passkey. If you lock yourself out of your unit, please call a locksmith.

22. **Curtains and Drapes.** Blinds, draperies, or drapery liners that are visible from the exterior of an Apartment must be white or off-white in color.

23. **Notice of Damage.** Owners, Occupants and Guests shall give immediate notice to the Resident Manager of any damage occurring in or to the common elements, or any damage to the exterior or roof of the buildings, or to any equipment, furnishings or fixtures therein or thereon.

24. **Rock Walls, Fences, Gates, and Landscaped Areas.** In general, these areas are for the beautification and security of Alii Cove. Due to liability reasons and potential injuries, it is prohibited to climb and /or walk on the rock walls, gates, and fences around or in the complex. The landscaped areas are not to be used as walkways or short cuts. Violation of this Project Rule may result in limitations, restrictions, and / or fines being imposed on the person and the owner of the unit in Alii Cove that are involved. Charges for damages may be added if damages result during the violation.

F. RECREATION AREAS -- GENERALLY

1. **Use of Recreation Areas.** The recreation areas of the Project, e.g., pool, spa, work-out room,

Barbeque area, and pavilion, are for the exclusive use of Occupants and their Guests.

This is a NON-SMOKING AREA.

ONLY RESIDENTS AND GUESTS STAYING AT ALII COVE ARE ALLOWED TO USE THESE FACILITIES. GUESTS NOT STAYING ON SITE MUST BE WITH THEIR SPONSORS. Any Owner not in good standing with the Association / HOA will not be allowed to use these facilities; therefore their Guests and Tenants will also be denied access to these areas.

2. **Hours.** Hours for use of the recreations areas are **6:30 a.m. to 9:30 p.m. daily.**
3. **Reservations.** Birthday, graduation, anniversary parties, etc., desiring exclusive use of the barbecue area of the pavilion (with 8 or more people - 18 people max.) require a reservation in advance with the Resident Manager. Parties are limited to 18 people and for a maximum duration of 3 hours. Forms to request reservations are available in the barbeque area of the pavilion or on-line at www.aliicove.org. Reservations are assigned on a first-come, first served basis according to the records of the Resident Manager. Standing reservations will be not accepted. A fee of \$50.00 is required when reserving the barbeque area, in addition to a deposit of \$200.00. Deposits will be returned within five days if the barbeque and surrounding areas have been appropriately cleaned. Claims for any damages are not limited to the \$200.00 deposit.
4. **Minors.** Minors are not allowed in the work out room. Anyone whom is not a competent swimmer must at all times be under the poolside supervision of an adult. Minors shall not be permitted to have Guests in the pool area unless such Guests are under the supervision of a parent or Occupant-guardian of the minor.
5. **Conduct.** Residents are responsible for cleaning recreation areas after use and before leaving. Glass bottles or glass containers are not allowed in any recreation area. Work out equipment should be wiped down after each use. All persons shall comply with the requests of the Managing Agent and Resident Manager in respect to matters of personal conduct in and about the Project recreation areas.
6. **Smoking.** Smoking in the pool, spa, exercise room and barbeque areas of the Project is prohibited. Smoking in units and lanais should take in consideration proximity to open windows. lanais - please be considerate of others.
7. **Damage.** Owners are responsible for and will be assessed for the cost and expense of any repairs or replacements of recreation area furniture, equipment or other facilities resulting from the acts or conduct of the Owner's Guests.

G. POOL AREA.

PARTIES OF 8 OR MORE ARE REQUIRED TO RESERVE THE FACILITIES AND PAY A \$50.00 USERS FEE AND A \$200.00 REFUNDABLE DEPOSIT (see "F-3" above) Parties are restricted to a total of 18 people including all adults and children.

The following Rules shall apply to the pool and pool area that are part of Alii Cove.

1. **Use of Pool.** The pool and the surrounding areas are for the exclusive use of Occupants and their Guests (maximum of 8 Guests per unit). Pool users must have a pool tag in their possession while at the pool. No pool tag – no entry. Pool tags are not transferable and may be used only by the Occupants to whom they were assigned and their Guests. Any Owner not in good standing with the Association / HOA will not be allowed to use these facilities; therefore, their Guests and/or Tenants will also be denied access to these areas.

2. **Hours.** Pool hours are **6:30 a.m. to 9:30 p.m. daily.**
3. **Risk.** Occupants and their Guests shall use the swimming pool, spa and related facilities at their own risk. There are no Lifeguards on duty at any time, please be aware of your safety needs and act accordingly. Anyone whom is not a competent swimmer must at all times be under the poolside supervision of an adult. Minors shall not be permitted to have Guests in the pool area unless such Guests are under the supervision of a parent or Occupant-guardian of the minor.
4. **Conduct.** "Horseplay", running, jumping, diving, screaming, game playing, Marco Polo, throwing of objects or other boisterous conduct is not permitted in the pool or pool recreation deck area, nor any splashing of water other than that accompanying normal swimming. Glass or other breakable containers shall not be brought into the pool area. All personal belongings such as towels, sunglasses, books, etc., shall be removed upon leaving the pool area. All persons using oils, lotions, etc., should take care to protect the furniture and the deck areas including wiping down any excess fluids from the furniture and or fixtures. Food, hard surface boards, diving equipment or similar items (except for swimming aids fastened to the body of the user) shall not be permitted in the pool area. Inflatable mats, tubes, and toys may be used as long as they do not present safety issues or impede the other users of the pool as decided by the Resident Management. The use of portable radios and other devices capable of sound production are not allowed unless they are used with earphones. All persons shall comply with the requests of the Managing Agent and Resident Manager in respect to matters of personal conduct in and about the pool and pool area.
5. **Attire.** Proper swim wear must be worn by all persons swimming in the pool. No cut-offs or street clothes are permitted in the pool.
6. **Board of Health Requirements.**
 - (a) All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold sores or wearing band-aids or bandages, shall be excluded from bathing in the pool and spa.
 - (b) Spitting, spouting of water, blowing the nose in the pool or spa are prohibited.
 - (c) Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing in the pool. Owners are responsible for and will be assessed for the cost and fines of any necessary cleanup as a result of body waste contaminating the pool or spa.
7. **Showers.** Showers shall be taken before each entry in the pool or spa. All suntan oil, dirt and other such materials must be removed before entering the pool or spa.
8. **Animals.** No animals other than seeing-eye, signal and service animals are allowed in the pool or around the pool area.
9. **Pool Chemicals.** No substances of any kind may be added to the pool or spa (e.g., soap, chemicals) by any person other than Association employees or pool service personnel. Tampering with pool/spa equipment is prohibited.

H. MAINTENANCE, REPAIRS AND MODIFICATIONS

IF A PROJECT BEING PURPOSED IS VALUED AT \$1000.00 OR MORE IN ITS ENTIRETY. THE STATE OF HAWAII REQUIRES THAT THE WORK IS TO BE DONE BY A CONTRACTOR LICENSED IN THE STATE OF HAWAII & HAVING LIABILITY INSURANCE OR BEING BONDED. THE AOA OF ALII COVE REQUIRES ANY OWNER/ RESIDENT TO FILL OUT A MODIFICATION FORM WHENEVER A PROJECT OVER \$1,000 TOTAL IS BEING PLANNED.

1. Maintenance of Apartments.

- (a) Every Owner shall at all times promptly perform all repair and maintenance work within his or her Apartment for which the Owner is responsible pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Apartment, caused by his or her failure to do so.
- (b) All repairs and maintenance of internal installations within each Apartment such as water, smoke detectors, electric power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Apartment, shall be at the Owner's expense.
- (c) All repairs, maintenance and/or restoration of an Apartment must be permitted by and meet applicable government building codes, ordinances rules and regulations. For work that requires Facilities Committee approval, such approval must be obtained in writing and prior to beginning any work. Contact the Resident Manager to start the approval process.

2. **Painting.** It is intended that the building(s) of the Project shall present a uniform appearance and to that end, the Board may require the painting of exterior walls of all or part of any building and regulate the type and color of paint used. The Board is authorized to contract for said painting and to make payment therefore out of the maintenance fund in the case of common elements or limited common elements and in the case of individual Apartments, the Board shall individually charge such sums to the respective Owners.

3. **Structural Changes.** No structural changes of any type shall be permitted either within or affecting the exterior of an Apartment without prior written approval and consent of the Board, and such changes shall be in accordance with the Declaration and the Bylaws. No additions or alterations to the original design of an Apartment, which are visible from the exterior of any Apartment, shall be permitted without the prior written approval and consent of the Board and in accordance with the Declaration and the Bylaws. Modifications to windows, entry door hardware, lanai railing, must have prior written approval of the Facilities Committee and follow the Association's established specifications.

4. **Apartment Doors.** Apartment entry doors must be replaced in kind. The Association will be responsible for exterior painting; however, the Occupant is responsible for keeping the Apartment entry door and entrance areas clean and free of clutter. Front doors and/or entrance areas that are not cleaned after notice to the Occupant will be cleaned by the Association and the cost of the cleaning will be assessed to the Apartment Owner. Screen doors (for entry doors) are permitted provided they meet Association guidelines. Locks and hardware may be replaced in Apartment entry doors provided the replacement hardware is of similar style and appearance as the original installation. Entry locks must meet fire door regulations and specifications.

5. **Apartment Windows.** Damaged, cracked, or broken glass windows must be replaced in kind with fully warrantable glass products complying with the original manufacturer's tint and design.

6. **Flooring.** No hardwood, ceramic tile, laminate, or other hard surface flooring shall be installed in any Apartment located above the first floor of a building, except the two-story end unit of a six-plex building where both floors are in the same Apartment, without the prior written approval and consent of the Board, and any such installation shall be in accordance with the Declaration and the Bylaws.
7. **No Attachment of Objects to the Exterior without Continuing Board Approval.** No Owner or Occupant, except with the continuing written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or roof thereof. Roll-up shades of white or off-white in color and approved, in writing, by the Facilities Committee may be installed on the back lanai. The Occupant of the Apartment is required to keep the roll-up shades clean and in good condition. Frayed or worn shades must be removed and/or replaced immediately.
8. **Board May Require Removal of Unauthorized Work.** The Board may inspect any work and may order the removal of any work which has not been approved or which may adversely affect the common elements or the exterior appearance of the Project.
9. **Roof Access.** No person whatsoever (other than authorized tradesmen and technicians) shall be allowed on the roof of the Project for any purpose. Occupants shall notify any tradesmen and technicians that they must tie in to hooks on the roofs while performing work.
10. **Security / Screen Doors.** As of Feb. 25th, 2010 ...All security and / or screen doors are to have prior approval from the HOA and must comply with the approved style and colors only. The Association has approved three styles; the Phantom Retractable door (almond color), Monterey door (non-security / bronze color), Security Screen Door (bronze color). The doors must be installed inside the door jambs and must be a full cover 8 foot door. No inserts are allowed. See Resident Manager for full list and details. Doors installed prior to the above date are allowed under the "Grandfathering Provision". The Grandfathered doors are to be replaced with a compliant door at first failure of the existing door, no exceptions will be granted.

I. PARKING AREAS AND DRIVEWAYS

NO PARKING IS PERMITTED IN ANY STALLS OTHER THAN THOSE ASSIGNED TO YOUR UNIT WITHOUT WRITTEN CONSENT FROM THE OWNER OF THE STALLS. THIS APPLIES TO OWNERS, RESIDENTS, FAMILY, GUESTS OR ANYONE ELSE. VIOLATION OF THE PARKING RULES IN PART OR IN WHOLE WILL RESULT IN HAVING THE VEHICLE(S) BOOTED AND/OR TOWED AT THE OWNER'S EXPENSE.

1. Maintenance/Use of Spaces.

(a) Parking spaces are Private Property belonging to an Owner(s) of the Unit(s) at Alii Cove. The Association requires a Valid Parking Tag on any and all vehicles parked in any spaces. This requirement helps protect the Owner's use of their property. Tags are available from the Resident Manager Office and can be obtained after filling in a Registration Form and/or updating your Contact Information with the Resident Manager.

The Parking Tag must be visible and displayed in the Left Rear Window of the vehicle at all times while the vehicle is on Ali'i Cove Property. Violators of the Policy will be subject to the rules set forth below (See VIOLATIONS #4).

Guest Parking is for Day Use Only by guests and may not be used for overnight parking unless arrangements have been made with the Resident Manager. Guest Parking areas are “Common Areas” and may be subject to being towed at the owner’s expense.

(b) Occupants shall be responsible for the cleanliness of their respective parking stalls, including the removal of any grease build-up. Owners are responsible for and will be assessed for the cost and expense of any clean up of their parking stalls.

(c) Parking stalls are for the parking of autos, trucks (no larger than 3/4 ton), mopeds, motorcycles, and bicycles only. Vehicle size is limited to stall capacity; vehicles larger than 3/4 ton and extra long vehicles, such as stretch limousines, buses, and shuttle buses, shall not be parked in the Project. Back-in parking is permitted unless it causes an issue.

(d) No other objects, such as boats, trailers, carts, chests, flammable materials, lumber, crates, furniture or recreational equipment shall be placed or stored in a parking stall.

2. **No Impeding of Access.** No vehicles belonging to an Owner or to an Occupant or the Guest or employee of an Owner or Occupant shall be parked or left in such a manner as to impede access to the common elements by others, and all such vehicles so parked or left (including vehicles not parked entirely within an assigned parking space) may be towed away at the expense of the Owner or operator thereof. Vehicles belonging to Guests shall be parked only in the spaces designated for visitor parking. Use of visitor parking stalls by Occupants having regularly assigned spaces shall be permitted only with special permission from the Managing Agent or Resident Manager. No overnight parking shall be allowed in the visitor parking stalls, except by special arrangement with the Managing Agent or Resident Manager.

3. **Condition of Vehicles.** No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted in the Project. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Project shall be in operating condition with a current vehicle license and safety stickers as required by law.

4. **Violations.** Violators of parking regulations shall have their cars booted and /or towed. If a vehicle is booted for a parking violation, there is a \$50.00 fee that is required to be paid to the Management Company prior to the boot being removed. If they are towed, it is at their own expense. If the violator is a lessee, tenant or Guest of an Owner, the Owner shall be responsible for payment of any towing charges.

5. **Observance of Signs; Speed Limit.** Drivers within the Project shall observe all traffic signs posted on the Project, whether by the appropriate authorities of the County of Hawaii or by the Association. Vehicles shall travel at no greater than 15 miles per hour while within the Project.

J. ANIMALS

1. **Pets.** No livestock, poultry or any animals, including, without limitation, dogs and cats, may be allowed or kept in any part of the Project (including the Apartments and the common elements); provided, however, that the Board, by resolution or written consent, may authorize the keeping by Owners of any or all of the following animals: cats, parakeets, canaries or fish in aquaria, subject to the following limitations. No more than one cat (spayed or neutered, as appropriate) per Apartment will be allowed. All animals must be carried or leashed at all times while in transit through the common elements of the Project, except certified dogs used by disabled persons as described below. An animal which is at or around an Apartment for more than a total of twelve hours is considered to be kept. Pet Owners are responsible for promptly cleaning up any droppings and for any undue noise made by their pets. Any pet causing a nuisance or any unreasonable

disturbance to any other Occupant of the Project by reason of the failure of the Owner to exercise appropriate control over such pet shall be permanently and promptly removed upon notice given by the Board. **All pets must be registered with the management within a 2 week grace period and must include doctor's reports and approved application for the service/comfort animal.** Pets are not allowed to roam the common elements at will at any time. Notwithstanding any other provision herein, visually impaired persons may keep certified seeing-eye dogs, hearing impaired persons may keep certified signal dogs and physically impaired persons may keep certified service dogs in their Apartments and may use such dogs as reasonably necessary to enjoyment of the Project. Alii Cove and its association rules strive comply with the ADA requirements and the State of Hawaii.

FORMS ARE AVAILABLE ON LINE AT www.aliicove.org (form) and from the office/manager at Alii Cove.

2. **Consent.** Consent relating to pets is **Not Transferable** or assignable upon the sale or rental of an Apartment.
3. **Breeding.** Pets shall not be kept, bred or used for any commercial purpose.
4. **Damage.** Any personal injury or property damage to the buildings, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portion of the Project caused by a pet will be the full responsibility of the pet Owner.

K. NOISE/NUISANCES

1. **Disturbances.** Occupants and their Guests shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their families or their Guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Occupants.
2. **Excessive Noise and Objectionable Odors Prohibited.** Occupants and their Guests shall avoid unreasonable excessive noise of any kind at any time and shall not cause or permit any unreasonable disturbing noise or objectionable odors to emanate from their Apartments.
3. **Hours for Workmen.** No workmen will be allowed in any buildings before 8:00 a.m. or after 7:00 p.m. except in an emergency.
4. **Hours for Reduced Volume for Radios and Stereos.** Radios, TV's, stereos, etc. in the Apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.
5. **Departure of Guests; Minimizing Noise.** When Guests of any Apartment are leaving at night, noise must be kept at a minimum.
6. **Reporting of Excessive Noise.** Excessive noise at any time should be reported to the Board or the Resident Manager.

L. ENFORCEMENT OF RULES

1. Violations and Damages.

(a) All corrective actions with respect to violations of these Rules and damages to the common elements shall be enforced by the Board and should be reported promptly to the Board, the Managing Agent or Resident Manager. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for costs incurred directly or indirectly related to such Owner's Occupants and Guests.

(b) Damages to common elements shall be surveyed by the Board, the Managing Agent or Resident Manager and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by such Owner's Occupants and Guests.

2. Complaints. Complaints and suggestions regarding the Project shall be made in writing to the Board or the Managing Agent.

3. Observance of Rules. Each Owner shall observe and perform these Rules and ensure that such Owner's lessees, tenants and Guests also observe and perform these Rules. The Owner shall be responsible if expenses are incurred due to violations of these Rules by such Owner's Occupants and Guests.

4. Violation of Rules. The violation of any of these Rules shall give the Board, acting on behalf of the Association, the right to:

(a) Enter the Apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these Rules, and the Board shall not thereby be deemed guilty in any manner of trespass; provided, however, and notwithstanding the foregoing, the Board shall have such right of entry only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner, Occupant or Guest; and/or

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

(c) Levy fines in accordance with the Fines and Penalties Enforcement Policy adopted by the Board.

M. MISCELLANEOUS

1. Amendments. These Rules may be amended by the Board as provided in the Bylaws and any such amendment(s) shall become effective when notice thereof is delivered to the Owners.

2. Conflict. Notwithstanding anything herein to the contrary, these Rules shall be subject to the Declaration and Bylaws and in the event of any conflict between these Rules and the Declaration and Bylaws, the

Declaration and Bylaws shall govern and the Board shall make such changes to these Rules from time to time to comply with the Declaration and Bylaws.

NOTHING CONTAINED IN THESE PROJECT RULES SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD, OR THE MANAGING AGENT, FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION OR BREACH OF THE CONDOMINIUM PROPERTY ACT, OR THE DECLARATION, BYLAWS OR PROJECT RULES OF THE PROJECT, IN THE MANNER PROVIDED BY THE ACT, THE DECLARATION AND/OR THE BYLAWS.

FORMS REQUIRED BY THE AOA MAY BE FOUND AND PRINTED FROM THE ALII COVE WEB SITE. www.aliicove.org or by e-mail from the Resident Manager of Alii Cove.