HOUSE RULES FOR REGENCY HULE'IA

The House Rules have been enacted by the Board of Directors of the Association of Apartment Owners of Regency Hule'ia (the “Board of Directors”) to protect all apartment owners and occupants from annoyance or nuisance caused by improper conduct or use of the apartments and common elements of the Regency Hule'ia (the “Project”), and to promote harmonious living and maximum enjoyment of the Project.

The responsibility of enforcement of these House Rules shall reside with the Board of Directors, but such responsibility may be delegated to the Managing Agent by the Board of Directors. All owners, members of their families, tenants, guests, licensees and invitees shall be bound these House Rules and shall maintain standards of reasonable conduct whether covered by these House Rules or not.

These House Rules supplement, but do not change, the obligation of the apartment owners and all occupants, tenants and their guests as set forth in the Declaration of Condominium Property Regime of Regency Hule'ia (the “Declaration”) and the By-Laws of the Association of Apartment Owners of Regency Hule'ia (the “By-Laws”) pertaining to the project. In the event of any inconsistency, the Declaration and By-Laws will prevail, in that order.

SECTION 1: THE APARTMENTS

1. The House Rules Committee believes the current wording of this section is clear. However, we do believe the Board of Directors should provide owners or their tenants written guidelines concerning their requests, including where approved items can be purchased. The Board of Directors should render decisions on owners’ requests within a reasonable time period.

2. No awning, shades, window guards, towels, swimwear, wiring, radio or telephone antenna or other objects shall be attached to or hung from the exterior of any apartment’s lanais or windows, or protrude through the walls, windows or roof of any apartment, except as shall have been approved in writing by the Board of Directors or the Managing Agent, which approval may be granted or refused in the sole discretion of the Board of Directors or the Managing Agent.

3. No notice, advertisement, bill poster, illumination or other sign visible outside of the apartment shall be inscribed or posted on or about the apartment, except as shall have been approved in writing by the Board of Directors or the Managing Agent, which approval may be granted or refused in the sole discretion of the Board of Directors or the Managing Agent.

4. 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 apartment owners alone shall be liable for any damage or injury by any radio, television or other electrical equipment in such owner’s apartment.

5. All noises from whatever source shall be discriminately controlled in order that other residents of the Project will not be disturbed or annoyed.
6. Clotheslines or other similar objects shall not be hung in any outside area, including the lanais.

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

8. Garments, rugs, mops or other objects shall not be dusted or shaken from windows or lanais. Dust, rubbish, or litter shall not be swept or thrown from any apartment 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.

9. All stored trash and garbage must be stored so that it is not visible from the common areas.

10. Automobiles, boats, canoes, rafts, jet skis or other navigable craft and bicycles, motorcycles, mopeds and other transportation vehicles may be parked, stored, maintained or repaired only within the enclosed garage.

11. Draperies, curtains, blinds, shades and other materials used on any window or door and visible from the exterior of an apartment must be white or off-white in color. Use of any other colors and/or tinting of glass windows and doors shall be subject to approval by the Board of Directors.

12. The outside garage light is intended for the safety and security of the community. Owners shall not disable this light in any manner and shall be responsible for maintaining the light bulb in good working order.

13. As Regency Huleia is not in the Visitor Designated Area (VDA) the minimal rental period for any lease shall not be less than 180 days, which is in line with the County rules.

SECTION 2. COMMON ELEMENTS

1. No soliciting of goods or services shall be permitted on the premises unless approved by the Board of Directors.

2. 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 apartment or other storage area(s).

3. Transportation vehicles, including bicycles, mopeds, and motorcycles, shall be operated only on the road; provided that said vehicles shall comply with state and county registration and vehicular requirements for use on public streets and highways.
4. Boats, canoes, rafts, jet skis or other navigable craft and automobiles, bicycles, motorcycles, mopeds and other transportation vehicles shall not be parked, stored, maintained or repaired on the roadway and other areas designated as common and limited common elements in the Declaration.

5. The planting and care of foliage in the common elements appurtenant to each apartment is within the sole discretion and responsibility of the Board of Directors. Owners, occupants and guests shall not be permitted to plant or place shrubs, trees, vines or other types of plants in any of the common elements without prior written consent of the Board of Directors.

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

7. Garage sales and/or rummage sales are not permitted on property.

SECTION 3. LIMITED COMMON ELEMENTS

1. The repair and maintenance of the interior of the apartment and maintaining the cleanliness of the limited common areas, driveway and entry adjacent to the apartment is the responsibility of the individual apartment owner.

SECTION 4. NOISE AND NUISANCES

1. Contractors, other than those employed to provide services to the AOAO Regency Hule‘ia, will be permitted on the premises Monday through Saturday 8:00 a.m. to 5:00 p.m. except in emergencies.

2. Loud and/or disturbing noise that interferes with the rights, comforts, or convenience of others will not be tolerated. Special consideration for quietness shall be followed between the hours of 10:00 p.m. and 8:00 a.m.

3. Excessive noise at any time should be reported to the Managing Agent or onsite staff who will take appropriate action. Residents are also encouraged to call the Kauai Police Department non-emergency number, 241-1711, in extreme cases or when the Managing Agent is unavailable.

4. Feeding of birds, including roosters and chickens, is prohibited on property.

SECTION 5. RESPONSIBILITY OF APARTMENT OWNERS

1. Each apartment owner is at all times personally responsible for the conduct of the apartment owner’s family, guests, guests of the family, tenants and all occupants of the apartment owner’s apartment. Each occupant is at all times personally responsible for the conduct of the occupant’s family, guests and guests of the family.
This responsibility extends but is not limited to any damage or destruction to common or limited common areas.

2. The Board of Directors or the Managing Agent must have the ability to contact an owner without delay in cases of emergency. Therefore, all owners, whether resident or absentee, shall ensure that their current address and telephone number are on file with the Managing Agent. In the event that this information should change, the Managing Agent shall be immediately notified of said change. Absentee owners shall also provide the address and telephone number of their on-island rental agent.

3. It is the responsibility of each owner to keep their tenants informed of the House Rules and any other information affecting the Regency Hule’ia community.

SECTION 6. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or outside an apartment without prior consent and written approval of the Board of Directors.

2. No signs, signals, lettering or decorative items shall be attached or exposed on any part of the building, lanais or the exterior door of any apartment, except for a sign indicating the apartment number and name of the occupant, without the prior approval by the Board of Directors. Reasonable holiday decorations are exempt from this rule as long as they are affixed in a temporary manner.

3. Every apartment owner shall perform promptly all repair, maintenance and alteration work within his apartment, or any limited common elements appurtenant to his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.

4. No apartment owner or occupant shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the buildings or protruding through the walls, windows, or roof thereof without the prior consent in writing of the Board of the Directors.

5. No awnings or other projections shall be attached to the lanais or outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board of Directors.

6. Exterior screen guards shall be allowed.

7. All proposed modifications to any part of a building’s exterior (doors, walls, lanais, etc.) must be submitted in writing for approval by the Board of Directors.

SECTION 7. POOL

1. The Pool and surrounding areas are for the exclusive user of residents and their guests between the hours determined and posted from time to time by the Board of
Directors. The number of an Owner’s guests shall be limited to four (4) at any one time.

It is recognized that residents from time to time would like to utilize the pool area for larger gatherings.

Following are the requirements for larger groups:

a. Residents must make a reservation, in writing, for a private pool party with the management company.

b. Private pool parties will be limited to four (4) hours in duration.

c. Residents will be responsible for leaving the pool facility in a clean and orderly condition.

d. A refundable cleaning/damage deposit in the amount of $100.00 is required to accompany the reservation.

e. A non-refundable deposit in the amount of $25.00 is also required to accompany the reservation.

2. Showers are required before entering the pool. All suntan oil, bobby pins, hair pins, and other such material shall be removed before entering the pool. All persons using oils, etc. shall protect the furniture and the deck area.

3. Parents and/or guardians are responsible for the safety and conduct of their children. Parents and/or guardians are also expected to utilize reasonable judgment in determining whether their children may safely utilize the pool and pool area without adult supervision. Also, there shall be no nude bathers in the pool of any age. Any person with an incontinent condition shall wear rubber pants when using the pool.

4. Persons with a disease or other conditions generally accepted by the medical community as being transmitted through casual contact are not allowed in the pool.

5. No pets shall be permitted in the pool area.

6. Running, excessive noise, jumping off the wall into the pool, and “horseplay” are not permitted in the pool and adjacent areas. No diving is allowed.

7. Radios and all other audio and visual devices are not permitted at the pool facility unless earphones are used.

8. Glassware and all other breakable items are not permitted in the pool or on the pool deck. Drinks may be taken to the pool area provided unbreakable containers are used.

9. Proper swim wear must be worn by all persons swimming in the pool. No cut-offs or street clothes will be permitted in the pool.

10. Scuba equipment, inflatable mats and inner tubes, boogie boards or similar items shall not be permitted in the pool or adjacent area. However, small children may use tubes, water wings, or similar devices for safety purposes, if accompanied in the pool by an adult.
11. No wheeled vehicles or devices of any kind whatsoever will be permitted in the pool area; provided, however, that (a) wheeled vehicles or devices relied upon by handicapped persons for mobility, and (b) baby carriages or strollers for infant children when accompanied by their parent(s) or guardian, are excepted from this House Rule.

12. Smoking of any kind is prohibited in the pool area/facility.

13. Diapers are not to be disposed of in the pool area trash cans. They are to be placed in a plastic bag and disposed of in the dumpsters.

SECTION 8. PETS

1. Household pets as allowed by the Board of Directors may be kept in an apartment subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial, profit making or money generating purpose, nor allowed on any common elements except in transit when carried or on leash; provided that no livestock, poultry, pests as defined in HRS§§141-2, 150A-5 or 150A-6, shall be allowed or kept in any part of the project. Any authorized pet may be kept in an apartment on the following terms and conditions:

   a. All pets must be registered with the Board of Directors through the Managing Agent.

   b. The apartment owner(s) and tenant(s) of an apartment with a pet shall indemnify and hold the Board of Directors and the Managing Agent harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the apartment and the Project.

   c. The apartment owner(s) agrees in writing to allow the apartment owner’s tenant(s) to keep a pet in the apartment.

   d. The apartment owner(s) and tenant(s) owning or having custody of a pet must diligently and promptly pick up and dispose of any solid waste discharged by the pet on any walkway, open area or other part of the common element. Pet trash (including sand, paper litter, etc.) must be wrapped and disposed of with extra care.

   e. Failure to register a pet or provide the required indemnity shall be grounds for the Board of Directors to order that the pet be permanently removed from the apartment and Project upon notice given by the Board of Directors or the Managing Agent.

   f. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the project may be permanently and promptly removed from the apartment upon notice given by the Board of Directors or Managing Agent.
Notwithstanding the foregoing, Owners, occupants, and guests may keep certified guide dogs, signal dogs or other animals upon which a person depends upon for assistance within the Project and shall be allowed to walk such animals throughout the common elements while on a leash; provided that such animals shall at all times be accompanied by the individual to whom such animals belongs while present upon the common elements.

If any pet or certified guide dog, signal dog or other animal causes a nuisance, unreasonable disturbance or presents a danger to any person within the Project, the owner shall be given an opportunity to rectify the problem. If the animal continues to cause a nuisance, unreasonable disturbance or danger to any person within the Project, the Board of Directors may require the pet or animal, including certified guide animal or signal animal, to be removed from the Project within a reasonable time period. Any pet or certified guide dog, signal dog or other animal upon which a person depends for assistance within the Project that presents a danger to any person within the Project shall be permanently and promptly removed from the apartment upon notice given by the Board of Directors or Managing Agent.

2. Any damage to any apartment building, grounds, flooring, or walls, caused by a pet will be the full responsibility of the owner/occupant of the apartment maintaining a pet in the apartment and the costs of repair or replacement shall be specially assessed to the owner of such apartment.

SECTION 9. VEHICLES AND VEHICLE PARKING

1. No Repairs on Common Elements. No major repairs to automobile or any transportation vehicles shall be permitted on any common elements or parking stall.

2. Washing. Residents may wash automobiles and motorcycles only on the driveway to their respective apartments. In order to prevent soap runoffs and damage to the surrounding foliage, detergent soap may not be used under any circumstances.

3. Traffic Regulations and Vehicle Registration. Transportation vehicles, including bicycles, mopeds and motorcycles, shall be operated only on the paved roadways within the project and shall be in compliance with all state and county registration and vehicular requirements for use on public streets and highways. Vehicles shall travel at speeds no greater than the posted speed limit, which is ten (10) miles per hour on all property roadways. Drivers shall observe all traffic and directional signs. All residents are required to register their vehicles with the Managing Agent.

4. Parking. No vehicles may be parked along the main roadways. Residents of any one apartment may not bring more than two (2) vehicles on the Project at any one time. Residents may park one vehicle in any common element parking stall. No vehicle shall be parked in the driveway of any apartment except on a temporary basis; provided that parking of vehicles in the driveway of an apartment overnight shall be prohibited. “Temporary” shall mean not on a daily basis.
5. Common Element Parking Stalls. Common Element Parking Stalls. All parking stalls are common elements of the project. Their use shall be governed by such rules and regulations as the Board of Directors may adopt from time to time.

6. Guest Parking Stalls. Guests may park in common element parking stalls for not more than twelve (12) hours per day and not more than three (3) consecutive days without prior approval from the Managing Agent.

7. Enforcement Provisions. In the event an infraction is not remedied within twenty-four (24) hours of such violation, the vehicle may be towed at the owner’s expense.

8. Each unit Owner will be issued two (2) permanent, registered, numbered parking stickers. It will be the responsibility of the Owner to distribute his/her parking stickers.
   a. In the event a parking sticker is lost, Owners may obtain a replacement from the managing agent. Please identify the sticker by number when submitting your request replacement. The Association will charge $25.00 for the first replacement parking sticker and $50.00 will be charged for each sticker thereafter.
   b. Occupants or visitors found in violation of the parking regulations at Regency Hule‘ia will have a warning violation sticker placed on the windshield of the vehicle in violation.
   c. In the event an infraction is not remedied within twenty-four (24) hours of such violation, the vehicle may be towed at the Unit Owner’s expense.
   d. All vehicles must be street legal and in operating condition with current safety sticker and license. Those that are not may be towed away at Owner’s expense.

9. Commercial Vehicles. Parking of oversized commercial vehicles at Regency Hule‘ia is generally not allowed. Such vehicles are defined as those with commercial license plates, or commercial signage, or equipped with dual/double wheel axels, or having wheelbase dimensions that do not conform with applicable Hawaii State Law, or any vehicle of size that extends beyond the existing parking stall striping at Regency Hule‘ia. Any proposed exception to this rule may be submitted to the Board of Directors (via the Managing Agent) for consideration on a case-by-case basis.

10. Non-Motorized Vehicles. The riding of non-motorized vehicles shall be limited to the asphalt roadways only.

SECTION 10 GENERAL

1. Nothing shall be allowed, done or kept in any apartment 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.

2. There shall be no shooting or use of fireworks of any type at any time in, from or around any apartment or the common and limited common elements except by special permission in writing from the Board of Directors. There shall be no shooting or use of firearms of any type at any time in, from or around any apartment or the common and limited common elements.
3. Complaints and suggestions regarding the Project shall be made in writing to the Board of Directors or the Managing Agent.

4. The names and phone numbers of all resident owners, and the names, residence or business address, and phone numbers of all non-resident owners shall be provided to the Managing Agent. This information shall be updated on an annual basis.

5. An apartment 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 apartments from being rented or leased for residential or living accommodations.

SECTION 11. VIOLATIONS OF THESE RULES

1. Reporting Violations and Damages
   a. All violations of the House Rules and damages to the common elements or common areas should be reported promptly to the Managing Agent or the Board of Directors.

   b. Damages to common elements or common areas shall be surveyed by the Managing Agent at the direction of the Board of Directors and the cost of repair or replacement and any legal fees incurred may be assessed by the Board of Directors against the person or persons responsible, including, but not limited to, any apartment owner for damages caused directly or indirectly by his tenants or employees, or such apartment owner’s or his tenants’ family members, domestic servants or guests.

2. The violation of any of these House Rules shall be the Board of Directors, the Managing Agent or their agents the right to:
   a. Enter the apartment in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner (whether or not caused by the apartment owner or by any person for those conduct the apartment owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; and or

   b. 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 attorneys’ fees, shall be borne by the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner shall be responsible).

   c. Levy a fine for continued violations of these House Rules at its discretion, after appropriate verbal and written notice to the apartment owner. Such fines shall be minimum $50 but shall not exceed $1,000 per violation.
SECTION 12. COMPLIANCE WITH THE DECLARATION AND BY-LAWS

1. Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and By-Laws, and in the event of any conflict between these House Rules and the Declaration and By-Laws, the Declaration and By-Laws shall govern and the Board of Directors shall make such changes to these House Rules from time to time to comply with the Declaration and By-laws.

SECTION 13. AMENDMENT OF HOUSE RULES

1. The Board of Directors reserves the right from time to time to modify, amend, supplement, add to and change the House Rules by action of a majority of the Board of Directors at any duly called meeting of the Board of Directors as the Board of Director may deem needful for the safety, care, attractiveness, maintenance and cleanliness of the Project and for securing the comfort and convenience of all of the owners and occupants of Regency Hule'ia.

CERTIFICATE OF ADOPTION

The undersigned, REGENCY HULE'IA, LLC, pursuant to Article VI, Section 5 of the By-Laws, hereby adopts the foregoing House Rules as the rules and regulations of the Association of Apartment Owners of Regency Hule'ia, this 10th day of May, 2011.

REGENCY HULE’IA

Adopted by the Board of Directors of Regency Hule’ia on
February 1, 2012

GARAGE DOORS

The Board of Directors amends the Regency Hule'ia House Rules to include regulation regarding garage doors.

Effective March 9, 2012, garage doors must be kept closed unless resident is actively working in or about the garage.

This rule is subject to the violation policy established by the Association.