

KAANAPALI PLANTATION
ASSOCIATION OF APARTMENT OWNERS
RULES AND REGULATIONS
HOUSE RULES

PREFACE

These House Rules (Rules) represent the Rules for the Kaanapali Plantation, but do not change, the obligations of owners and tenants contained in official condominium documents pertaining to the original project. They apply specifically to residents and nonresident owners, tenants and occupants, and all members of their families and guests that occupy and/or use these premises.

These Rules shall be enforced by the Board of Directors (Board) of the Association of Apartment Owners of the Kaanapali Plantation (Association), either directly or through the manager (Manager) or managing agent (Managing Agent). The Rules are intended to serve as a guide for the consideration of others and for the application of common sense in order to create a friendly, pleasant and congenial atmosphere at the Kaanapali Plantation.

The Board has the responsibility to make such other Rules from time to time or to amend these Rules as may be deemed necessary for the safety, care and cleanliness of all the occupants of the Kaanapali Plantation (Project).

The Board, upon giving notice to all owners in the same manner as provided in the By-Laws for notice of meetings of the Association and an opportunity to be heard thereon, may adopt, amend or repeal any supplemental rules and regulations governing details of the operation and use of the common elements (Common Areas) not inconsistent with any provision of law, the Declaration or the By-Laws.

The primary purpose of these Rules and Regulations (House Rules) is to protect all occupants from unreasonable annoyance and nuisance caused by improper use of the condominium apartments and also to protect the property and to enhance the reputation and desirability thereof by providing maximum enjoyment of the premises.

The full authority and responsibility for enforcing these House Rules may be delegated to the Manager or Managing Agent by the Board of Apartment Owners. All owners, occupants, tenants and their guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not, provided, however, neither the Board nor the Manager or Managing Agent shall be responsible for any noncompliance or violation of these House Rules by the occupants.

Living in a condominium setting requires a sense of community among all residents. Inherent in the condominium living concept is the limitation on expressions of individuality to the interior of the condominium unit only. There are specific rules contained herein which govern what an owner/resident can and

cannot do regarding the common elements and limited common elements, i.e., front entrances, lanais, and any changes to the exterior appearance of the units.

In order to maintain a uniform exterior appearance, no exterior changes whatsoever are allowed without prior written permission of the Board of Directors.

I. GENERAL RULES AND REGULATIONS

1. All units in the project shall be used only as dwelling units or transient living accommodations by the respective owners, their tenants, families, and guests.

2. No owner or occupant shall place, store or maintain on exterior stairways, under buildings, or on walkways, grounds or other common areas any furniture, package or object of any kind or otherwise obstruct transit through such common areas.

3. Every owner and occupant shall at all times keep his or her unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association which apply to the project.

4. No owner or occupant shall make unlawful, improper or offensive use of his or her unit or alter or remove any furniture, furnishings or equipment belonging in any common area.

5. No owner or occupant shall erect or place in the project any building or structure including fences and walls, or make any additions or alterations to any common area of the project, or place or maintain thereon any signs, posters or bills whatsoever.

6. No owner or occupant shall decorate or landscape any entrance, planting area or lanai appurtenant to his or her unit except in accordance with standards established by the Board or specific plans approved in writing by the Board.

7. No owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air conditioning units or other equipment or appurtenances whatsoever on the exterior of the project or protruding through walls, windows or roofs thereof.

8. Nothing shall be allowed, done or kept in any unit or common area on the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

9. If the immediate services of the police department, the fire department and ambulance or doctor are required, the desired agency or person shall be called directly or use the 911 number. Any other emergency, particularly such emergencies as flooding, fire, theft, etc., should be brought immediately to the attention of the Manager/Managing Agent.

10. The Board, Manager or Managing Agent shall not be responsible for packages or other deliveries left at doors of units or any other place in the project, or for any personal property placed or left in or about the project.

11. Garments, rugs, mops or other objects shall not be dusted or shaken from lanais, windows, or stairways. 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 premises. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows or doors into any part of the buildings of the Project. No textile items such as rugs, towels, bathing apparel and clothing, and no brooms, mops, cartons, bicycles, surfboards, exercise equipment or other similar items shall be placed on lanais or passages or in windows so as to be in view from the outside of the building or from the apartment above or below. No fires or open flame shall be permitted on any apartment lanai.

12. No occupant shall use or permit to be brought into any unit or common area anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, or any gunpowder, fireworks or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within any unit, which might result in violation of the law or in the cancellation of the insurance or increase the insurance rates on the buildings in the project.

13. No waterbeds shall be permitted. This is a major infraction if violated.

14. Each occupant is responsible at all times for the reasonable conduct of his guests, and each owner is responsible at all times for the reasonable conduct of the occupants of his or her unit.

15. The repair and maintenance of apartment interiors are the responsibility of individual owners.

16. Cleaning of individually owned apartments, including all windows, inside and outside, and lanais, is a responsibility of the respective apartment occupants.

17. Moving-in, moving-out and moving of large items shall be coordinated through the Manager/Managing Agent. Any damage to the building caused by moving of furniture, fixtures, inventory or personal effects shall be repaired at the expense of the owner on whose behalf such moving is being done.

18. The use of charcoal barbecues is prohibited everywhere in the project. Electric barbecues utilizing ceramic or rock briquettes or small tank propane barbecues are permitted. No liquid fire starter shall be used. This is a major infraction if violated.

19. An apartment owner shall be responsible for the conduct of occupants at all times, ensuring that their behavior is neither offensive to any occupant of the premises nor

damaging to any portion of the common elements.

20. No solicitation or canvassing of goods or services will be allowed in any building or on the common areas at any times, except as authorized by the Board.

21. The Manager/Managing Agent shall be informed by owner or owners authorized representative in advance of each intended occupancy of owners unit in owners absence including the name of the responsible occupant and the inclusive dates of such occupancy.

22. Each apartment owner shall observe and perform these House Rules and ensure that his lessees, tenants, licensees and guests also observe and perform these House Rules. Apartment owners will be responsible for their lessees or guests observance of all House Rules as set forth herein. In the event expenses are incurred by the Association due to violations of these House Rules by lessees, guests or licensees, the owner shall be responsible for payment of the same, including reasonable attorneys fees.

23. The Manager is not required to give access to apartments or buildings without the written permission of the owner.

24. No drones or radio-controlled devices shall be operated anywhere on or above property.

25. All owners are deemed to be in receipt of, and to have read the House Rules based on the fact that said House Rules have been mailed to all owners of record. Hawaii real estate law requires the seller of a condominium to provide the buyer with a copy of the current House Rules. It is recommended that a copy of the current House Rules be maintained in each unit, particularly those units occupied by persons other than the owner.

II. TEMPORARY OCCUPANCY

1. Use by Owners Lessees, Tenants and Guests. Subject to the terms of these House Rules, the apartment deed and the By-Laws of the Association, an apartment owner may lease his apartment on a vacation rental basis, on a month-to-month term or longer or make it available to friends, but the person or persons leasing, renting or occupying the apartment shall abide by these House Rules, and the Owner shall assume responsibility for the conduct of all occupants. Each Owner assumes full and complete responsibility for providing each such person with a copy of these Rules, deed and By-Laws and failing that shall be responsible for all violations.

2. Conduct of Lessees, Tenants and Guests. An apartment owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Board of Directors, or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist in, on or with regard to the occupancy of his apartment by his lessees, tenants or guests contrary to the intent and meaning of the provisions hereof. He shall, upon request of the Board of Director or Managing Agent,

immediately remove such condition, lessees, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

3. Appointment of Local Agent. An apartment owner shall be responsible for designating in writing a local agent to represent his interest if his residence is off the island of Maui or if he will be absent from the apartment for more than thirty (30) days. Such Owner shall file with the Manager or Managing Agent his out-of-town address and telephone number and the address and telephone number of his agent. (Required by State Statute if owners residence is not on island of Maui and unit is used for long-term rental purposes.)

III. COMMON AREAS, ENTRANCES, LANAIS AND BALCONIES

1. All common areas of the project shall be used only for their respective purposes as designed.

2. Surfboards, bicycles and related items shall not be left or allowed to stand on any part of the premises, other than within the confines of a unit. No exterior area including lanais may be used for storage to include surfboards, bicycles, exercise equipment, boxes or containers. Only furniture clearly intended for lanai use may be placed on lanais.

3. Each owner or occupant shall be held personally responsible for any damage or destruction to any common area caused by such owner, occupant, or guests.

4. The grounds, walkways, driveways and other similar common areas shall be used strictly for ingress and egress to and from the parking and building areas and must be at all times kept free of obstructions.

5. Bicycles, skate boards, roller skates/blades and related vehicles shall not be operated on walkways, parking lots, sidewalks, driveways or elsewhere on premises.

6. Workmen performing work under the direction of the Manager, Managing Agent, Board of Directors or any owner shall begin work on the project premises not earlier than 8:00 a.m. and end such work not later than 6:00 p.m., except landscape contractors and where emergency conditions require otherwise.

7. There shall be no shooting of fireworks of any type at any time anywhere on property.

8. An apartment owner shall be responsible for the care and maintenance of all lanais, which are included in his apartment. Such owner may not, however, paint or otherwise decorate, alter or change the walls, floors, ceilings of the lanais without the prior written approval of the same by the Board. It is intended that the exterior of each building shall present a uniform appearance and, to effect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used.

9. Only appropriate furniture, floor mats and plants shall be placed on lanais and any unsightly or disturbing items shall be removed upon the request of the Manager/Managing Agent. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays. Reasonable Christmas decorations may be displayed during the month of December and first week of January. Cleaning of lanais will be performed in a manner that does not allow any water to run onto the fascia of the building or on to the lanais below. It is understood that the owners will cooperate with each other in the cleaning of lanais. No sprinkler system will be allowed for plant watering from any second story lanais.

10. All floor plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments of the common elements. Care should be taken in watering plants so as to prevent water from running down the exterior of the building.

11. Nothing shall be thrown from lanais, balconies, or windows.

12. No bicycles, surfboards, toys or unsightly material such as trash or household supplies etc. shall be allowed to remain in view at front entrances of apartments.

13. Garbage, rubbish and other trash shall be secured in a trash bag and disposed of only in receptacles and areas provided. Trash containing food shall be securely wrapped before being placed in a receptacle. If an apartment owner is unable to fit any trash, such as, but not limited to, packing crates or cartons, in the trash receptacle, then such owner shall be responsible to dispose of such trash by his/her own means.

14. No unsightliness within the public view is permitted on the premises. For this purpose, unsightliness indicates but is not limited to the following: laundry on lines, reels, railings, or grass; litter, trash containers, (except as specially provided); inappropriate, broken, scarred or offensively ugly furniture or plants on lanais or elsewhere on the premises; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, entryway, balconies, stairways, etc., or unshaded or improperly shaded lights that create objectionable glare. Floodlights shall not be used.

15. No items of personal property, including children's pools, baby carriages, velocipedes, bicycles or surfboards and the like shall be left or allowed to stand or be stored in or on the common areas. Articles of any kind left in any of the common areas or common elements will be removed at the owners risk and expense at the direction of the Board.

16. Use of recreation areas shall be limited to apartment owners, tenants, and members of their families and guests. Non-residents shall not use the recreation areas unless accompanied by a resident of the complex.

17. Owners/Residents may reserve the recreation area for private parties with 72 hours advance notice to Manager and approval by Board of Directors. Party limited

to 30 or less people (unless variance is granted by BOD). Party shall be for no longer than four (4) hours and must end with clean up completed by 9:30 p.m. Access to mailboxes and pool must remain open to owners and residents. Parties in excess of 10 people by reservation only. A \$50 cleaning deposit is required. Deposit will be refunded if recreation area is cleaned, including trash removal, and left in original state prior to use and provided that no rules have been violated.

18. Care of the existing common area landscaping around an apartment is encouraged. However, no apartment owners shall change the existing common area landscaping by pulling out or destroying any plant, grass or shrub nor by planting any other plant, grass or shrub except as coordinated and approved with the Board.

19. Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore, shall not be altered, extended, removed or transferred to other areas.

20. Each apartment owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common elements caused by himself, his family, his guests, or employee or any other occupants of his apartment.

21. Smoking is not permitted anywhere in the Project including but not limited to apartment lanais, or upon the common elements and limited common elements, except within such designated smoking areas as may be established by the Board of Directors from time to time and in strict compliance with the laws of the State of Hawaii and the ordinances of the County of Maui and such rules and regulations as may be adopted by the Board with regard thereto. As used herein, "smoking" means inhaling or exhaling the fumes of tobacco or any other plant material, or burning or carrying any lighted smoking equipment for tobacco or any other plant material, including but not limited to cigarettes, cigars, and pipes of any type. The terms "smoking" and "smoking equipment" shall be construed in their broadest and most liberal sense in order to achieve the intended purpose of protecting owners, guests, visitors and employees from unwanted exposure to fumes from tobacco or any other plant material.

This does not apply to the interior of units.

22. All Kaanapali Plantation Owners and Occupants must register their bicycle if the bicycle is parked in the Kaanapali Plantation bicycle storage area with manager approval. The manager will issue a numbered bicycle registration tag that must be prominently displayed on the bicycle. There will be No Charge for the bicycle registration tag. If a bicycle is parked in the Kaanapali Plantation bicycle storage area without a Kaanapali Plantation bicycle registration tag, the manager is authorized to remove the bicycle and donate it to a charitable organization.

The parking of bicycles at Kaanapali Plantation is located near the manager's office and will be accomplished in the following manner:

All owners, residents and/or occupants shall park and lock their bicycles perpendicular to the bicycle rack so that the front or rear wheel is in the bicycle rack cradle. No bicycle may be parked and locked parallel to the bicycle rack.

Should an owner, resident or occupant move from Kaanapali Plantation and their bicycle is left at the bicycle storage area, the manager will notify the bicycle owner by mail that the individual has 60 days to pick up their bicycle. If, at the end of 60 days, the bicycle has not been claimed, the manager, after consultation with the President of the Board, may either sell or donate the bicycle to a charitable organization.

Only bicycles in operating condition that display a current bicycle registration tag will be allowed on the property in the bicycle storage area.

IV. PETS

No animals whatsoever shall be allowed to be kept as pets on or in any portion of the units or the Project.

EXCEPTIONS:

(a) Fish in tanks and small birds in cages will be allowed when approved in writing by the Board. They shall not become a nuisance to other owners or occupants of other units.

(b) The feeding of animals or any other activity, which encourages cats, dogs or any other animals to enter or inhabit the property is prohibited.

V. THE POOL AND SURROUNDING AREAS

1. The pool and the surrounding areas are for the exclusive use of residents and their guests between the hours to be determined by the Board and posted.

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

3. Children under the age of twelve (12) will not be allowed in the pool area 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, regardless of age, if they are not competent swimmers, unless a responsible adult accompanies at all times.

4. Horseplay, running, screaming or other boisterous conduct is not permitted in the pool area or any area of the project.

5. Glass or other breakable containers shall not be brought into the pool area.
6. All personal belongings such as towels, sunglasses and books shall be removed upon leaving the pool area.
7. The use of radios, audio devices and cell phones are prohibited unless earphones are utilized allowing no external noise. Pool toys, snorkel and scuba equipment are prohibited.
8. Swimming is not allowed in other than swimming apparel.
9. Owner/residents and their guests shall use the swimming pool at their own risk.
10. The Board of Health (Section 61 - Personal Regulations) requires that all persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold or sores or wearing bandaids or bandages, shall be excluded from swimming in the pool. Spitting, spouting of water or blowing the nose in the swimming pool is prohibited.
11. Pool Use: Owners/Residents are permitted five (5) guests in pool area at any one time.

VI. TENNIS COURT

1. Hours of play will be as posted at the court.
2. Use of the tennis court is restricted to occupants of the project and their guests if playing with them.
3. The Manager will clear the sign-up board each day.
4. Sign-up time for the court will be for not more than one hour per day per unit.
5. Sign-up will be by name and unit number and each user will sign for only his or her own time.
6. The first and last two sign-up hours are considered prime times for court use and each unit is expected to rotate these times with all players in the project.
7. Unsigned for hours of play may be used by players who have had a reservation period of play for that day. Common courtesy for sharing is expected to apply.
8. No street shoes, jogging shoes, slippers, flip-flops or any other footwear shall be worn on the court except tennis shoes.

9. All persons using the tennis court do so at their own risk.
10. Tennis Court: to be used for playing tennis and pickle ball only.

VII VEHICLE AND PARKING REGULATIONS

1. Each unit is limited to the use of no more than two parking spaces within the project.
2. Only vehicles in operating condition that are legally registered and have a current Hawaii safety sticker will be allowed on the property.
3. No cars may be parked or left unattended at any loading areas, or in the driveways.
4. The apartment owner/tenant shall advise the Managing Agent in writing of the type of vehicle and license numbers being used by all occupants.
5. A designated car wash area is next to an upper level trash enclosure. Occupants washing, cleaning or polishing cars on the premises shall clean the area thoroughly before leaving. Car washing must be performed in such a manner as to minimize water spillage. Do not leave cars unattended. The Board may authorize additional car wash areas.
6. No car repairs shall be allowed except emergency repairs. Extensive repairs of a motor vehicle or other equipment and storage of property shall not be permitted in driveways or parking stalls nor on any of the common elements. Changing of oil of a motor vehicle shall not be permitted.
7. No motorcycles, mopeds or similar motor driven cycles shall be allowed, stored or operated on the premises. No boats or trailers are permitted. No golf carts, boats, trailers, motor cycles or recreational vehicles shall be parked in any passenger car stall as lined out in the upper, middle or lower parking lots. No trucks, except pickup trucks, not exceeding three quarter (3/4) ton capacity, are allowed.
8. No owner, occupant or guest is permitted to allow storage of any car belonging to anyone not living or renting at the project.
9. If there are no appropriate parking stalls in the parking area immediately adjacent to the unit, parking in a stall in one of the other legal parking areas is allowed. If no space is available in the parking area, owner or occupant must make his or her own arrangements for parking off the project.
10. No parking on lawns is permitted.

11. Due to exhaust damage to plantings, there shall be no back-in parking.

12. No parking is allowed in diagonally painted areas or areas which are painted with NO PARKING LEGENDS.

13. An inoperative vehicle present on the premises of the Project is subject to removal at its owners expense if not removed within ten days of direction to do so from the Manager, Managing Agent or the Board.

14. All vehicles parked on the property must present an acceptable appearance. Vehicles requiring body work to include broken windows, dents, rusted panels, numerous or offensive stickers and any other appearance found unacceptable by the Board of Directors must be removed.

15. Vehicle/Parking Regulations: Owners or long term renters who are absent from the property for a period of one month or longer shall store their cars in the parallel parking area, in such space as is specifically assigned by the Manager, on the top row of the property, unless other arrangements are approved in writing by the Manager or BOD. Each such absentee shall leave the key for such car with the Manager so that the car may be moved during the absence of its owner.

16. Violators of parking regulations are subject to fines and may have their cars towed away at their own expense. IF THE VIOLATOR IS A LESSEE, TENANT OR GUEST OF AN OWNER, THE OWNER SHALL BE HELD RESPONSIBLE FOR PAYMENT OF THE TOWING CHARGE. **THE FINE SCHEDULE IS AS FOLLOWS:**

- A. 1st notice of violation - verbal warning**
- B. 2nd notice of violation - written warning**
- C. 3rd notice of violation - \$25 fine**
- D. 4th notice of violation - \$100 fine & towing at owner's expense**
- E. Each subsequent violation - \$100 fine & at owner's expense, up to 5 fines**
- F. Appropriate legal action taken to be paid by apartment owners**

The appeal process is as stated in the By-Laws of the Association of Apartment Owners of Kaanapali Plantation.

17. The Managing Agent/**Resident Manager** shall have the authority to have all violating vehicles towed away at vehicle owners expense.

18. Neither the Board, nor the Manager/Managing Agent shall be liable for any damage to any vehicle parked or stored on the Project.

VIII. NOISE AND NUISANCES

1. No nuisances shall be allowed on the premises nor shall any use or practice be

allowed which is improper or offensive or in violation of the By-Laws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by other apartment owners or occupants.

2. All occupants shall avoid excessive, unreasonable noise of any kind at any time and shall consider the welfare of other occupants of adjacent apartments at all times. Occupants shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their respective apartments.

3. Noise making instruments such as musical instruments, radios, TVs, Hi-Fis, must be played in compliance with these rules and at reduced volume after 10:00 p.m. and before 8:00 a.m.

4. Air conditioners must be repaired and maintained to avoid unreasonable or excessive noise, particularly during the hours of darkness.

5. When guests are leaving at night, noise must be kept at a minimum.

IX. BUILDING MODIFICATIONS

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

2. No projections shall extend through any door or window opening beyond the exterior face of the building, except that an air conditioner may be installed in the space designed for such installation with the prior approval of the Board.

3. All windows must be covered by draperies, blinds or other appropriate window or glass coverings that are white or off white in color. **All screen doors must be dark brown or black anodized aluminum.**

4. No alteration or addition of any kind or character to an apartment which is visible from the exterior of the apartment nor any alteration or addition to the common elements may be made without the prior written approval of the Board and compliance with approval process and procedures adopted by the Board.

5. Before any apartment is modified or altered in a manner that requires the prior approval of the Board, the apartment owner shall submit a written request to the Board together with such plans and specifications as shall be required or appropriate. If the Board approves the request, then the owner, depending on the nature of the modification or alteration, must obtain at his/her expense the approval of the Association, the Kaanapali Plantation Residential design Standards Committee, the County of Maui and the State of Hawaii. The Board may charge a reasonable fee to process the request and to pay the fees for any consultant engaged to assist the Board .

X. HAZARDS

1. The parking areas or the other common elements are not intended for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

2. There is a golf hazard area along a portion of the Project along the adjoining golf course. Any entry or use of this area is at the user/occupant's own risk. No person shall place any furniture, appliance or similar item in the golf course hazard area.

3. Apartment floodlights are not permitted. Occupants shall not use any illumination other than electric lights or battery powered lights or candles. Any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, charcoal fire starter, or explosives or other articles deemed extra hazardous to life, limb or property is not permitted to be brought onto the property.

4. No activity shall be engaged in and no substance shall be introduced into or manufactured within any building, which might result in violation of any State of Hawaii or Federal law.

5. No activity shall be engaged in and no substance shall be introduced into or manufactured within any building, which might result in the cancellation of insurance or increase in the insurance rate on the buildings.

XI. AGENTS AND EMPLOYEES OF THE ASSOCIATION

1. Maintenance employees of the Association are under the direction of the Manager/Managing Agent. During the prescribed hours of work they shall in no case be diverted to the private business or employment of any occupant. No occupant has any right or power to request or order any agent or employee of the Association to do or refrain from doing anything. Only the Board or its designees have such rights.

2. No agent or employee shall be asked by an owner or occupant to leave the common elements.

3. If any key or keys are entrusted by an owner or occupant or by any member of his or her family or by his or her agent, servant, employee, licensee, or visitor to the Manager / Managing Agent, whether for such owner's or occupant's unit or an automobile or other item of personal property, the acceptance of the key shall be at the sole risk of such owner or occupant and neither the Board, nor the Manager / Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting thereto or therefrom or connected therewith.

4. The Manager as well as the Managing Agent shall have the authority to enforce these Rules and all the directions of the Board.

XII. VIOLATIONS OF THESE RULES

1. Reporting Violations and Damages

a. All corrective actions regarding violations of the House Rules and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Manager/Managing Agent, or Board of Directors.

b. Damages to the common elements or common areas shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.

2. Violation of any rules adopted by the Association shall give the Board or its agents the right to impose fines in accordance with the following schedule:

a. **Minor Infraction:**

1. First written warning will result in no fine if compliance is met within 7 days.
2. \$25 fine if no compliance is met within 7 days.
3. Subsequent violation (occurring more than 14 days after the first written notice) of same infraction \$50 fine.
4. Each subsequent 14 days period with no compliance of the same infraction will result in an additional \$50 fine, up to 5 fines.
5. Appropriate legal action to be paid by owner.

b. **Major infractions (such as barbecuing, waterbeds, building modifications, and any other deemed as such):**

1. First written warning will result in no fine if compliance is met within 48 hours.
2. \$250 fine if no compliance after 48 hours.
3. Each subsequent 48 hour period with no compliance of the same infraction will result in an additional \$250 fine up to 5 fines.
4. Appropriate legal action to be paid by owner.
5. Violations which create a safety hazard or may result in structural damage to the property will require immediate corrective action or referral for legal action.

**The appeals process is as stated in the By-laws of the association of Owners of the
Kaanapali Plantation.**

3. The violation of any of these House Rules or any amendments thereto shall give the Board or its agent the right to:

- a. Enter the apartment or common elements in which, or as to which, **safety**

hazards, health hazards or emergencies exist and to summarily abate and remove, at the expense of the defaulting apartment owner and/or resident, any structure, thing or condition that may exist therein contrary to their 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.

b. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach, and all costs including attorney's fees, shall be born by the defaulting apartment owner and/or resident.

XIII. SUGGESTIONS

Complaints and suggestions regarding the Project shall be made in writing to the President of the Association, the Board or the Managing Agent for appropriate response.

XIV. INCONSISTENCY

If any portion of these House Rules conflicts with or contradicts any provision of the Declaration or By-Laws of the Kaanapali Plantation Condominium Project, as amended from time to time, then the provisions of the Declaration, By-Laws or law applicable, shall govern.

XV. AMENDMENTS

These House Rules may be amended by a vote of a majority of the Board at a meeting duly called for the purpose of amending these House Rules and held in the manner provided in the By-Laws of the Association.

XVI. ADOPTION

The Declarant, pursuant to Section 1, Article X of the By-Laws hereby adopts the foregoing rules and Regulations (House Rule) as the Rules and Regulations (House Rules) of the Association of Apartment Owners of the Kaanapali Plantation condominium project this 1st day of February, 1998. These Rules and Regulations shall be come effective on said date and shall supersede and replace all previous Rules and Regulations in effect prior to said date.

Revised and approved March 8, 2017