#### KAI ANI VILLAGE

#### **HOUSE RULES**

These House Rules have been enacted by the Board of Directors of the Association of Unit Owners of Kai Ani Village (the "Board of Directors" or the "Board") to protect all unit owners and occupants from annoyance or nuisance caused by improper conduct or use of the units and common elements of the project called Kai Ani Village (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 and/or Resident Manager (if any) by the Board of Directors. All owners, members of their families, tenants, guests, licensees and invitees shall be bound by these House Rules and shall act in accordance with standards of reasonable conduct whether covered by these House Rules or not. Owners are responsible for the conduct of the members of their families, tenants, guests, licensees and invitees.

These House Rules supplement, but do not change, the obligations of the unit owners and all occupants, tenants and their guests as set forth in the Declaration of Condominium Property Regime of Kai Ani Village (the "Declaration") and the Bylaws of the Association of Unit Owners of Kai Ani Village (the "Bylaws"), as each may be amended from time to time, pertaining to the Project. In the event of any inconsistency, the Declaration and Bylaws will prevail, in that order.

Any reference herein to the common elements does not include the limited common elements (e.g., lanai, entry area, etc.), unless expressly stated otherwise. Any word used that is capitalized, but not defined, in these House Rules shall have the meaning given to it in the Declaration and Bylaws.

#### **SECTION 1. PERTAINING TO UNITS**

- 1. No Owner may change the color of or tint the windows of such Owner's Unit if it may affect the exterior appearance of the Unit.
- 2. No Owner may install draperies if the exterior side is anything but an unpatterned, uniform white or off-white color or any other color and texture approved from time to time by a resolution of the Board.
- 3. An Owner or occupant of Unit Plan Types 1, 1R, 2, 2R, 3, 3R, 4 and 4R, when such Unit has its entry located on the second floor of a building of the Project ("Building"), shall be prohibited from installing hard floor surfaces in any bedroom and shall be required to use continuous carpet and pad over the floor surfaces in the Unit's bedroom(s) or to utilize such other flooring materials and/or systems which meet the acoustic standards of the Acoustic Isolation Class of IIC 45 or better (ASTM Destination E492).
- 4. No Owner or occupant may hang clothing, rugs, or anything else from the windows, lanais, or otherwise on the Building or the Project exterior.

- 5. Lanai furniture visible from outside of a Unit must meet the design and color standards adopted by the Board, as may be amended from time to time.
- 6. Except for antenna covered by the Federal Communication Commissions' ("FCC") over-the-Air Reception Device rule (47 C.F.R. § 1400 et. seq.) that are installed and used with the approval of the Board of Directors, no Owner or occupant may install or have any electrical or telephone wiring, television or other antenna, machines, or other equipment or accessories of any kind on the exterior of a Building or that stick out of the walls, windows, or roof of any Building.
- 7. No Owner or occupant may install awnings, shades, blinds, screens, louvers, or other similar objects on the lanai of any Unit, or any exhaust vents, wind baffles, or drains, except in strict accordance with such guidelines, rules, regulations, and requirements as the Board may adopt from time to time in these House Rules.
- 8. No Owner or occupant may paint, resurface, enclose or make any structural modifications, changes, additions or alterations to such Owner's lanai, except in strict accordance such guidelines, rules, regulations, and requirements as the Board may adopt from time to time in these House Rules; provided, however, that under no circumstance shall any lanai located above the ground floor be permitted to be painted or resurfaced by an Owner or occupant.
- 9. No Owner or occupant may post any advertisement, bill, poster, or other sign on or in the Project; except in strict accordance with the guidelines, rules, regulations, and requirements adopted by the Board from time to time.
- 10. No Owner or occupant may place, store, or maintain on walkways, roadways, grounds, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through the Common Elements. This does not prohibit the Owners of the Project from placing goods and other materials on the Common Elements when loading or unloading them, or transporting them to the Unit or to a storage area that is a Limited Common Element (if any) appurtenant to the Unit. Any such loading, unloading, and transportation must be completed promptly.
- 11. Clotheslines or other similar objects shall not be hung in any outside area, including the lanais.
- 12. Potted plants may be placed on balconies, entries and lanais, provided, however, that the Owner shall be solely responsible for all costs and expenses for any repair, construction and renovation work deemed by the Board to be the cause of any damage (such as, wood rot, paint cracking, paint discoloration, etc.) to any portion of the Project by the placement of such plants on the balconies, entries and lanais. Costs and expenses shall be specially assessed to such Owner whose potted plants are deemed by the Board to be the cause of any such damage. Porcelain or other suitable containers shall be placed under all potted plants. The watering and care of plants and the sweeping and mopping of balconies, entries and lanais shall be the responsibility of the individual Unit owner and balconies, entries and lanais shall be kept in an attractive and aesthetically pleasing manner and condition.
- 13. No occupant shall use or permit to be brought into any Unit or common areas anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol or other combustibles of 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 Units which may result in a violation of the law or in the increase of premium rates or cancellation of insurance for the Project.

- 14. Occupants may keep generally recognized domestic household pets ("pets"), such as dog(s), cat(s), guinea pig(s), rabbit(s), fish, or birds in their respective Units and appurtenant limited common elements subject to the following conditions and restrictions:
- a. Pets may not be kept, bred, or used at the Project for any commercial purpose.
- b. Except for fish, no more than two (2) total generally recognized domestic household pets, such as dogs, cats, guinea pigs, rabbits, or birds shall be allowed per Unit.
- c. The maximum aggregate weight of pets permitted in each Unit is sixty-five (65) pounds when such pets are fully grown. No infant or juvenile pets of a type or breed, that when fully grown, are likely to exceed sixty-five (65) pounds in weight in the aggregate with any other pet permitted to be kept in a Unit, may be kept in the Project.
- d. No animal described as pests under H.R.S. Section 150A-2 or prohibited from importation under H.R.S. Sections 141-2, 150A-5 or 150A-6, maybe kept in the Project.
- e. Every Owner or occupant keeping a pet in a Unit shall register the pet with the Managing Agent, who shall maintain a register of all pets kept in the Project. If applicable, all pets shall be licensed and inoculated as may be required by law.
- f. Dogs must be kept on a leash when they are on the Common Elements, including, but not limited to, any recreation areas.
- g. Except for any guide dog, signal dog or service animal, as such terms are defined in H.R.S. Section 515-3 (each, a "Service Animal" and, collectively, "Service Animals"), pets are not permitted at any time in the swimming pool and its appurtenant deck area.
- h. Any pet causing a nuisance or an unreasonable disturbance to any other Owner or occupant of the Project must be permanently removed from the Project promptly after the Board or the Managing Agent gives notice to the person owning the pet. The pet causing a nuisance or disturbance need not be removed before the time stated in the notice unless the Board believes that the pet poses an imminent and serious threat of physical harm to other Owners or occupants of the Project.
- i. A tenant of an Owner must obtain the written consent of the Owner to keep a pet in the Unit and provide a copy thereof to the Managing Agent. Notwithstanding such consent, a tenant may keep only that type of pet which may be kept by an Owner.
- 15. Regardless of anything else stated in the Bylaws or these House Rules, animals that must be permitted on the Project pursuant to the Americans with Disabilities Act, Federal Fair Housing Act or any similar laws of the State of Hawaii are allowed on the Project and may be kept by occupants in their respective Units.
- 16. Regardless of anything else stated in these Bylaws, Service Animals are permitted on the Project pursuant to Chapter 515, Hawaii Revised Statutes, provided that:

- a. Service Animals may not be kept, bred, or used at the Project for any commercial purpose.
- b. Service Animals must be kept on a leash when they are on the Common Elements, including, but not limited to, any recreation areas.
- c. Any Service Animal causing a nuisance or an unreasonable disturbance to any other occupant of the Project must be permanently removed from the Project promptly after the Board or the Managing Agent gives notice to the person using the Service Animal. The notice must give the person a reasonable period within which to obtain a replacement Service Animal. The Service Animal causing a nuisance or disturbance need not be removed before the time stated in the notice unless the Board believes that the animal poses an imminent and serious threat of physical harm to other occupants of the Project.
- 17. Any damage to any building, grounds, flooring, or walls, caused by a pet or Service Animal will be the full responsibility of the Owner and/or occupant of the Unit maintaining a pet or Service Animal in the Unit and the costs of repair or replacement shall be specially assessed to the Owner of such Unit. In no event shall the Board, the Association, nor the Managing Agent be deemed liable for the loss, damage or injury to persons or property caused by or arising in connection with any Owner's or occupant's pet or other animal. By acquiring an interest in a Unit in the Project, each Owner agrees to indemnify, defend and hold harmless the Board, the Association and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such Owner's or occupant's pet or other animal.
- 18. Owners and occupants are responsible for picking up after their pets and Service Animals.
- 19. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, balconies or lanais. Dust, rubbish, or litter shall not be swept or thrown from any Unit on to any part of the Project. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows, doors, verandas, balconies or lanais into any part of the Project.
- 20. Lanais may be furnished appropriately with typical lanai furniture which includes chairs, lounges, and tables, which shall be kept in an orderly fashion and maintained in good, clean condition. Lanais will not be used for storage areas for sports and play equipment, nor surplus cartons, boxes, or any other type of excess belongings. Any furniture, plants, or other articles which, in the opinion of the Board of Directors, are unsightly, shall be removed and kept from the lanais upon request by the Board of Directors.
- 21. Dust, floor and powdered waste shall be wrapped in compact packages. All trash must be thoroughly drained and wrapped in paper and all garbage and other refuse shall be securely wrapped, preferably in plastic bags, and securely fastened.
- 22. Boats, canoes, rafts, jet skis or other navigable craft and bicycles, motorcycles, mopeds and other transportation vehicles may be stored, maintained or repaired within the enclosed garage; provided that the enclosed garage shall continue to be used primarily for the parking and storing of automobile(s). Minor repairs to all such transportation vehicles taking no more than eight (8) hours shall be permitted within the enclosed garage.

#### **SECTION 2. COMMON ELEMENTS**

- 1. Solicitation of goods and services by Owners or occupants of Live/Work Units as designated by the Declaration in furtherance of appropriate commercial use of such Units (but not religious or political activities unless approved by the Board of Directors) shall be permitted within the Project provided that such solicitation is in accordance with the guidelines, rules, regulations, and requirements adopted by the Board. The Owners or occupants of Residential Units restricted to residential use only, as designated by the Declaration are prohibited from soliciting goods and services, or religious or political activities within the Project 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 Project, other than within the confines of the Unit.
- 3. Skate boards, roller skates and related equipment shall not be operated or used on any part of the Project.
- 4. Transportation vehicles, including bicycles, mopeds, and motorcycles, shall be operated only on the roads of the Project; provided that said vehicles shall comply with state and county registration and vehicular requirements for use on public streets and highways. The use of such vehicles is not permitted within the Project, except on paved roadway areas, and solely for ingress and egress to, from or within the Project.
- 5. Boats, canoes, rafts, jet skis or other navigable craft and automobiles, bicycles, motorcycles, mopeds and other transportation vehicles shall not be parked, maintained or repaired on the roadways and other areas designated as common and limited common elements in the Declaration.
- 6. Group sports such as football, baseball, basketball, volleyball and golf shall be prohibited in the common elements.
- 7. The planting and care of foliage in the common elements 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 the common elements.
- 8. The grounds, roadways, and other similar common elements shall be used strictly for ingress and egress and must be at all times kept free of obstructions.
- 9. Owners are responsible for monitoring and replacing light bulbs for the electrical fixtures attached to the exterior of their respective Units, their entry area lighting and lanai lighting. Owners shall use light bulbs that do not create a glare which would unreasonably disturb neighboring owners or occupants.

# SECTION 3. LIMITED COMMON ELEMENTS

1. Every Owner, at its sole expense, shall be responsible to maintain all limited common elements appurtenant to his or her Unit in a clean, safe and sanitary condition and shall incur all liability arising from said limited common elements.

#### **SECTION 4. NOISE AND NUISANCES**

- 1. Contractors, other than those employed to provide services to the Association, will be permitted on the Project 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, Resident Manager (if any) or security personnel who will take appropriate action.
- 4. The use of profane or abusive language will not be tolerated within the Project. Any person using such language shall leave the common elements of the Project upon the request of the Managing Agent, Resident Manager (if any) or other employee or representative of the Board or the Association.

### SECTION 5. RESPONSIBILITY OF UNIT OWNERS

- 1. Owners and/or occupants shall be responsible for the safety and conduct of their family members, guests, licensees and invitees ensuring that their behavior is not a nuisance or offensive to others nor damaging to common elements.
- 2. Owners are responsible for costs of damages caused by improper disposal of items through the sewage systems; e.g., toys, diapers, feminine hygiene products, prophylactics, plastic wrappers, etc. Owners are responsible to inform family members, guests, renters, licensees or invitees on the proper use of plumbing and toilet systems.

## **SECTION 6. BUILDING MODIFICATIONS**

- 1. No signs, signals, lettering or decorative items shall be attached or exposed on any part of a Building, lanai or the exterior door of any Unit, except for a single sign indicating the unit number and/or 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 and are promptly removed following the occurrence of such holiday.
- 2. No projections shall extend through any door or window opening into any walkway, off any lanai or beyond the exterior face of any of the Buildings.
- 3. Every Owner shall perform promptly all repair, maintenance and alteration work within his Unit, or any limited common elements appurtenant to his or her Unit, the omission of which would adversely affect any common element or any other Unit, and shall be responsible for all loss and damage caused by his or her failure to do so.
- 4. 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.
- 5. All proposed modifications to any part of a Building's exterior (e.g., doors, walls, lanais, etc.) must be submitted in writing for approval by the Board of Directors.

#### SECTION 7. POOLS AND RECREATION BUILDING

- 1. The swimming pool and surrounding areas are for the exclusive use of residents and their guests between the hours determined and posted from time to time by the Board of Directors.
- 2. Showers are required before entering the pool. All suntan oil, bobbie pins, hair pins, and other such material that can clog or mar the pool shall be removed before entering the pool. All persons using oils, ointment, etc., shall protect the furniture and the deck area from damage due to exposure to such materials.
- 3. There is no lifeguard on duty at the pool. Any person using or entering the pool or pool area does so at his own risk. The Association will not be responsible for injury to any person or loss of property.
- 4. There are no specific age restrictions upon children's unsupervised use of the pool. However, parents and/or guardians are responsible for the safety and conduct of their children and are 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.
- 5. 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. Persons wearing bandages or who have open wounds are prohibited from using the swimming pool.
- 6. No pets shall be permitted in the pool area; provided, however, that disabled persons who depend upon a Service Animal for assistance may be permitted to bring such animal onto the premises, provided further that no such animal shall be allowed in the swimming pool, nor shall such animal cause a nuisance or create unreasonable disturbances.
- 7. Running, excessive noise, jumping off walls or railings into the pool, and "horseplay" are not permitted in the pool or adjacent areas. No diving is allowed.
- 8. Radios and all other audio and visual devices are not permitted at the pool unless earphones are used.
- 9. Glassware and other breakable items are not permitted in the pool, spa or on the pool deck. Drinks may be taken to the pool provided unbreakable containers are used.
- 10. 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.
- 11. 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 small tubes, water wings, or similar devices for safety purposes, if accompanied in the pool by an adult.
- 12. 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.

### **SECTION 8. GENERAL**

- 1. If any key or keys are entrusted by an Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to the Board, the Managing Agent or Resident Manager (if any), whether for the Owner's or occupant's Unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the Owner or occupant and the Board of Directors, the Managing Agent or the Resident Manager (if any) shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
- 2. Nothing shall be allowed, done or kept in any Unit or common area of the Project which would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
- 3. Complaints and suggestions regarding the Project shall be made in writing to the Board of Directors, the Managing Agent or the Resident Manager (if any).
- 4. There shall be no shooting or use of fireworks of any type at anytime in, from or around any Unit 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 Unit or the common and limited common elements.
- 5. 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 given to the Managing Agent and/or Resident Manager (if any). This information shall be updated on an annual basis.
- 6. Each Owner is at all times personally responsible for the conduct of his family, guests, guests of his family, tenants and all occupants. Each occupant is at all times personally responsible for the conduct of his family, guests and guests of his family. This responsibility extends, but is not limited to, any damage or destruction to common or limited common areas.
- 7. No person shall place, store or maintain on the road or premises any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the common elements.
- 8. Whenever possible, infractions of these House Rules should be reported to and enforced by the Managing Agent and/or Resident Manager (if any). The Managing Agent and/or Resident Manager (if any) will handle all complaints on an anonymous basis, if possible. It is suggested that, if possible, minor disagreements should be settled between the individual occupants affected.
- 9. The Board of Directors reserves the right to modify, amend, alter, replace, add to and change the House Rules from time to time, as may be deemed necessary.
- 10. All Units, other than those Live/Work Units located in Buildings 3 and 4 of the Project, shall be used only for family living accommodations and shall not be used for business

or any other purposes; provided, however, this provision shall not affect such Units from being rented or leased for residential or living accommodations. Permitted commercial activity (as described in the Declaration) is allowed in the designated spaces in the Live/Work Units in Buildings 3 and 4.

- 11. No structural changes of any type shall be permitted either within or outside a Unit without prior consent and written approval of the Board of Directors.
- 12. Any changes in landscaping must receive prior consent and written approval of the Board of Directors.
- 13. Owners are required to make requests on maintenance matters of the common elements to the Managing Agent or Resident Manager (if any) and not directly to maintenance personnel.
- 14. Deliveries of any items or objects shall be permitted only between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

## SECTION 9. PARKING

- 1. Damage to cars and other objects or to common areas shall be the responsibility of the person causing the damage.
- 2. No major repairs to automobile or any transportation vehicles shall be permitted on any common elements or parking stall.
- 3. Owners of all motor vehicles are required to operate the same within the Project at a reasonable level so as not to constitute a noise nuisance to other occupants. No racing of motors, etc., is permitted.
- 4. Residents may not wash automobiles or motorcycles on any common element. In order to prevent soap runoffs and damage to the surrounding foliage, detergent soap may not be used under any circumstances.
- 5. No personal items such as, but not limited to, lumber, furniture or crates shall be stored in any common element or limited common element and may only be stored in the Unit and shall not be visible from any point of the Project.
- 6. Vehicles shall travel at speeds no greater than the posted speed limit. Drivers shall observe traffic and directional signs. All residents are required to register their vehicles with the Managing Agent and/or Resident Manager (if any).
- 7. Occupants shall park their vehicles only in their assigned garage and assigned parking stall(s). Vehicles may park in the driveway of a Unit only if such driveway has been designated a parking stall.
- 8. Visitors may park in designated visitor stalls for not more than twelve (12) hours per day and not more than three (3) consecutive days without prior approval of management. Designated visitor stalls may not be utilized for any activity except parking of visitor vehicles. Residents may not park in a designated visitor stall without approval of management. "Stacking" of vehicles one behind another in visitor stalls is not permitted.

9. Violations of traffic and parking rules may result in towing of the violating vehicle at the vehicle owner's expense and/or in the imposition of fines. Fines will be assessed after the first violation, which will result in a warning, and will be imposed at the following schedule: \$25.00 for second violation: \$50.00 for third violation: and \$100.00 for each successive violation. Fines must be paid within thirty (30) days of assessment to the Association and are subject to the enforcement provisions set forth under Article VI, Section 3 of the Bylaws and Section L.5 of the Declaration. Any fine may be appealed to the Board of Directors at the next regularly scheduled meeting.

# SECTION 10. 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 Resident Manager (if any), the Managing Agent, or the Board of Directors.
- b. Damages to common elements or common areas shall be surveyed by the Resident Manager (if any) or 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 Owner for damages caused directly or indirectly by his tenants, licensees, employees, or invitees, or such Owner's or his tenants' family members, domestic servants or guests.
- 2. <u>The Violation of Any of These House Rules Shall Give the Board of Directors, the</u> Resident Manager, the Managing Agent or their Agents the Right to:
- a. Enter the Unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting Unit owner (whether or not caused by the Unit owner or by any person for whose conduct the Unit 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, the Resident Manager (if any), 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 unit owner (whether or not caused by the Unit owner or by any person for whose conduct the Unit owner shall be responsible); and/or
- c. Levy a fine for continued violations of these House Rules at its discretion, after appropriate verbal and written notice to the Unit owner. Such fines shall be a minimum of \$50 per violation (except fines for violations of traffic and parking rules which are governed by Section 9 above), but shall not exceed \$250 per violation. Fines must be paid to the Association within thirty (30) days of assessment and are subject to the enforcement provisions set forth under Article VI, Section 3 of the Bylaws and Section L.5 of the Declaration. Any fine may be appealed to the Board of Directors at the next regularly scheduled meeting.

# SECTION 11. COMPLIANCE WITH THE DECLARATION AND BYLAWS

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

# SECTION 12. AMENDMENT OF HOUSE RULES

1. The Board of Directors reserve the right from time to time to modify, amend, supplement, add to and change these 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 Directors 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 Kai Ani Village.

[Certificate of Adoption Appears on Following Page]

# **CERTIFICATE OF ADOPTION**

The undersigned, pursuant to Article V, Section 1(u) of the Bylaws, hereby adopts the foregoing House Rules as the rules and regulations of the Association of Unit Owners of Kai Ani Village, this 20th day of November, 2013.

Name: Todd Leibl

Title: BOD

Name: Greg Walker

Title: BOD