

# HOUSE RULES

Kihei Surfside Resort - House Rules

## **Full Text:**

KIHEI SURFSIDE ASSOCIATION OF APARTMENT OWNERS  
REVISED 3/2016

The primary purpose of these house rules is to protect all occupants from annoyance and nuisance caused by improper use of Kihei Surfside and also to protect the reputation and desirability of Kihei Surfside by providing maximum enjoyment of the premises. These House Rules may be amended by the action of the Board of Directors of the Association of Owners.

The full authority and responsibility of enforcing said rules is delegated to the Resident Manager by the Board. All occupants, tenants, and their guest shall be bound by these rules by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board of Directors nor the Resident Manager shall be responsible for any noncompliance or violation of said rules by the occupants, tenant or their guests.

In the event expenses are incurred because of violations of House Rules by guests of the licensees, the condominium owners shall be responsible for payment of same. Any dispute in the interpretation of the House Rules should be directed to the Board of Directors.

These rules and regulations supplement but do not change the obligations of the condominium owners and all occupants, tenants and their guests as set forth in the Declaration of Horizontal Property Regime (Declaration) and Bylaws of the Association of Owners of Kihei Surfside (Bylaws).

## **A. General Provisions**

1. No occupant shall make or permit any disturbing noises, nor do or permit anything to be done that will interfere with the rights, comfort, and convenience of other occupants.
2. The volume of radios, TV and Hi - Fi sets, telephone bells and musical instruments shall be turned down so as to avoid bothering neighbors.
3. No rugs shall be beaten on the lanais or on the passageways, nor dust, rubbish or litter swept from the lanais or into any of the passageways.
4. Trash containing dry garbage, cans, etc., shall be securely wrapped before being placed in a receptacle. No wet garbage shall be placed in such receptacle. Glass bottles and oversized items shall not be dropped down the trash chute but shall be hand carried down to the main trash container on ground level.
5. No person shall be permitted to loiter or play on the stairways, walkways, and passageways.
6. Occupants shall not interfere in any manner with the plumbing, lighting, elevator, trash chute and other such apparatus in or about the premises.
7. Water shall not be left running nor electrical lights or fans left on for any unreasonable or unnecessary length of time in the premises.
8. No dogs, cats or other domestic pets are allowed in the premises, except for a single pet on a leash or in a cage and under the constant and continual supervision and in the constant and continual presence of an adult, provided, however, that if the same shall disturb or annoy others present on the premises, the same shall be removed immediately.
9. Occupants shall not install or operate in the premises any machinery, refrigerating or heating device or use any illumination other than electric light or permit to be brought into building or onto the premises any inflammable oil or fluid, or other explosives or articles deemed hazardous to life, limb, or property.
10. The Resident Manager may retain a passkey to each apartment. No owner or occupant shall alter any lock or install a new lock on any door leading into the apartment of such owner without the prior consent of management.
11. Damages to common elements or common areas shall be surveyed by the Board of Directors or their designee 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, owners or occupants for damages caused directly or

indirectly by their tenants or guests.

12. Each condominium owner shall observe and comply with these rules and ensure that family members, tenants and guests also observe and comply with the Declaration, Bylaws and these rules and regulation. Condominium owners will be responsible for family members or tenants or his or their guests' observance of all rules and regulations as set forth herein. In the event expenses are incurred because of violations of these rules and regulations by any such family member of his or their guests, the owner shall be responsible for the payment of same, including reasonable attorney's fees.

## **B. Building Maintenance and Repair**

1. All of the common elements, including but not limited to the exterior surfaces of the building, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board. No alterations, installations, repairs or changes of any nature whatsoever shall be effected to the exterior surfaces of the building, including patios and lanais, and thereafter maintained without the prior written approval of the Board.

2. The Board shall be responsible for the repair and maintenance of the exterior surfaces of the building, passageways and doors. The maintenance and upkeep of condominium unit doors, patio and /or lanai floors are not the responsibility of the Board. Where said exterior surfaces, passageways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any occupant or guest, then such occupant shall be responsible for the prompt payment of the cost of the repairs. The Board shall repair damage caused by breaks in the main utility lines. In the event an occupant causes damage to another apartment or other areas, he shall be responsible for all the necessary repairs.

3. Requests for exterior repairs and maintenance shall be submitted to the Resident Manager, who shall determine whether the requested repairs and /or maintenance concerned are the responsibility of the Board or the occupant. Any decision of the Manager may be appealed to the Board in writing within ten (10) days following the Manager's decision.

4. Repair and maintenance of apartment interiors are the responsibility of each occupant. It is the responsibility of the respective occupants to maintain their apartments and the equipment and fixtures therein located in such manner as not to cause damage to other apartments or the common elements or to interfere with the rights of enjoyment to which other occupants are entitled. Owners shall be responsible for all loss and damage caused by failure to undertake and accomplish these needs.

5. Draperies, shades and drapery liners which are visible from the exterior of the building shall be white or off-white. In addition, for mesh roll up shades only, dark tones, such as black, brown, gray, tan or earth tones are acceptable. red, blue, green, yellow or similar colors are prohibited.

6. Maintenance personnel will make every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24 hour basis, and much of their work must be devoted to the caring of the condominium. Accordingly, and in the common interest, every occupant is to do his part and to use his influence on all members of his household to do their part in abating unsightliness within the project (elevator, corridors, grounds, etc.) to the fullest practicable extent.

7. Maintenance personnel are under the sole direction of the Resident Manager and during the prescribed hours of work, they shall not be diverted to the private business or employment of any owner, occupant, tenant or guest. Nor shall any employee, including the Resident Manager, be directed by any owner to undertake any change in the common elements without the express direction of the Board of Directors.

8. No employee shall be asked by an owner, occupant, tenant or guest to leave the common elements.

9. Cleaning of the individually owned condominiums, including all windows, is a responsibility of the respective condominium owners.

## **C. Occupancy**

1. No more than six persons shall be allowed to occupy a two-bedroom apartment. No more than four persons shall be allowed to occupy a one-bedroom apartment.

2. Guests may be permitted which exceed what is provided in paragraph 1 up to a maximum of three days at any one time.

3. The apartment owner is responsible at all times for the reasonable conduct of all persons occupying his apartment unit. The apartment owner shall be responsible for the conduct and behavior of all persons occupying his unit and when requested by the manager to take action respecting the conduct of himself and others occupying his unit, he shall promptly comply therewith. Upon failure to comply when the conduct and behavior of the person or persons constitutes a disturbance and nuisance to others then the Resident Manager may use such reasonable means necessary to have the offending person or persons removed from the premises.

## **D. Lanai**

1. No cloths shall be hung on or from the lanai railings for any purpose whatsoever nor shall clothing or laundry be hung in doorways or windows, in such manner as to be in view of persons outside of building.

2. Only furniture and small potted plants appropriate to lanais may be used thereon. Containers shall be placed

under all pots so as to avoid the dripping of water there from.

3. The watering of plants and the sweeping and mopping of lanais shall be accomplished in a manner which will not create a nuisance to persons residing in adjacent or lower apartments or to persons on the grounds of the premises.

4. No barbecuing may be allowed on lanais.

5. No lanai shall be enclosed, decorated, landscaped or covered by any awning, shades, blinds, and window guards or otherwise without the consent in writing of the Board of Directors.

#### **E. Lights**

1. Occupants shall promptly adhere to requests of the Resident Manager with respect to use and subduing of lights which in his opinion affect the peace and enjoyment of other occupants.

#### **F. Swimming Pool**

1. No swimming shall be permitted between hours of 9 p.m. and 8 a.m.

2. No running, pushing or scuffling shall be permitted around the pool area.

3. There shall be no splashing of water other than that accompanying normal swimming.

4. There shall be no yelling in the pool or pool area.

5. No styrofoam, flippers, toys or other such objects shall be permitted in the pool.

6. There shall be no glass beverage glasses or glass objects in the pool.

7. Showers shall be taken before entering the pool.

8. Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.

9. Spitting and blowing the nose in the pool area are strictly prohibited.

10. All sun tan oil, sand, and other such material must be removed before entering the pool.

11. All hairpins and other such material shall be removed before entering the pool.

12. No occupants of the apartments under the age of 16 shall be permitted to entertain guests in the pool or poolside area unless said guests are under the pool-side supervision of a parent or occupant guardian of the minor occupant.

13. The pool is for the exclusive use of all occupants and their guests.

14. All persons shall comply with the requests of the Resident Manager respecting matters of personal conduct in

and about the pool and recreation area.

The forgoing House Rules are adopted as House Rules for Kihei Surfside.

Date \_\_\_\_\_

By \_\_\_\_\_

*Posted 4/4/07 4:10 PM by Kate Steinberg*

*Last Updated 3/18/16 3:49 PM by Kate Steinberg*

**ASSOCIATION OF APARTMENT OWNERS OF KIHAI SURFSIDE**  
**COLLECTION POLICY**

RECITALS

WHEREAS, the Association of Apartment Owners of Kihei Surfside (the "Association") is charged with certain responsibilities regarding the care, maintenance, and service of certain portions of the community; and

WHEREAS, the Association must have the financial ability to discharge its responsibilities; and

WHEREAS, the payment of common assessments is necessary for the proper operation and management of the Association; and

WHEREAS, the governing documents of the Association and Chapter 514B, Hawaii Revised Statutes ("HRS"), provide that the duties of the Association shall include levying and collecting assessments from members; and

WHEREAS, the Board of Directors (the "Board") is charged with pursuing collection of assessments and other charges from delinquent members; and

WHEREAS, the Board of the Association desires to adopt a uniform, non-discriminating and systematic procedure to collect assessments and other charges of the Association;

NOW, THEREFORE, BE IT RESOLVED that the Association does hereby adopt the following procedures and policies for the collection of assessments and other charges of the Association.

TERMS OF POLICY

1. **Assessments Generally.** Assessments shall be made for common expenses based on a budget adopted at least annually by the Board. The term "common expense" means expenditures made by, or financial liabilities of, the Association for operation of the property, and shall include but not be limited to allocations to reserves, regular annual assessments, special assessments, common area repairs, and any other charges to the Association. No member shall withhold any assessment claimed by the Association. All sum assessed by the Association but unpaid for the share of the common expenses chargeable to any property shall constitute a lien on the property.

2. **Due Date.** Assessments shall be due and payable monthly in 12 installments due on the 1st day of each month.

3. **Late Charges and Interest.** An assessment shall be past due and delinquent if not paid by the 15<sup>th</sup> day of the month in which it is due. If payment is not timely received, a late fee of \$50.00 shall be assessed on the 15<sup>th</sup> day of each month as long as the delinquent assessment remains unpaid. In addition, any past due assessment shall bear interest at the rate of 1% per month, which shall be assessed pursuant to the Bylaws. The late charges and interest shall be the

personal obligation of the member for which such assessment is unpaid. All late charges and interest shall be due and payable immediately.

4. **Return Check Charges.** Due to the administrative time and costs incurred, a \$25.00 fee shall be assessed against a member in the event any check or other instrument attributable to or payable for the benefit of such member is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be due and payable immediately upon demand. If two or more of a member's checks are returned unpaid by the bank within any calendar year, the Association may require that all of the member's future payments, for a period of one year, be made by certified check or money order.

5. **Full and Partial Payment.** All delinquent accounts remain delinquent until paid in full. No partial payments will waive the Association's right to pursue full payment and/or to enforce the provisions of this Policy.

6. **Attorney's Fees and Costs on Delinquent Accounts.** The Association shall be entitled to recover all of its reasonable attorney's fees and collection costs incurred in the collection of assessments or other charges due the Association from a delinquent member. The reasonable attorney's fees incurred by the Association shall be due and payable immediately when incurred, upon demand.

7. **Application for payments made to the Association.** Failure to pay late fees, legal fees, fines and interest may result in the deduction of such late fees, legal fees, fines and interest from future common expense payments, so long as a delinquency continues to exist. Late fees may be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees, legal fees, fines and interest from the payment. Payments received from a member will be applied and credited in the following order:

- (1) Charges for legal fees, court costs and other costs of collection;
- (2) All late charges and interest accrued, as applicable;
- (3) All other fines, penalties and charges incurred by the Association as a result of any violation by a member, his/her family, employees, agents or licensees, of the governing documents and/or applicable Hawaii statutes and regulations and federal law;
- (4) The monthly assessment for a property, including any accelerated or special assessment due, as applicable; payments shall be applied toward the oldest month(s) then owed.

8. **Attorney Action.** Generally, the managing agent will first provide notice of the delinquency to the member prior to referring to Association's attorneys; however, the Association may, at any time after the member becomes delinquent, direct its attorneys to proceed with collection action, as certain circumstances may require. Once referred to the attorneys' office, the member shall communicate directly with the attorneys' office and will be responsible for all attorneys' fees incurred for such communication, unless informed otherwise. Upon referral of the delinquent account to the Association's attorneys' office, the Board authorizes the attorneys' office to take all actions allowable by the governing documents, this Policy, HRS Chapters 514A, 514B and 667, including but not limited to the following actions:

- (1) Send a demand letter;
- (2) Record a lien against the property;
- (3) Foreclose by action or power of sale procedures set forth in HRS Chapter 667;
- (4) File an action to recover a money judgment;
- (5) Negotiate and execute payment plans;
- (6) Rent intercept and suspend privileges and access to amenities; and
- (7) Mediate and/or arbitrate any dispute concerning the delinquency.

9. **Suspend privileges and access to amenities.** With the requisite approval of the members as may be necessary, if a property is owner-occupied, the Association may, after sixty (60) days notice to the member and to the property's first mortgagee of the nonpayment of the delinquency, terminate the delinquent member's access to the common elements and cease supplying the delinquent property with any and all services and utilities normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all delinquent assessments but need not be restored until payment in full is received.

10. **Collection of Past Due Assessments from Tenants/Rental Agents.** With the requisite approval of the members as may be necessary, if a member shall at any time rent or lease the property and shall default for a period of thirty (30) days or more in the payment of the member's share of the common expenses, the Board may, at its option, so long as such default shall continue, may demand in writing and receive each month from any tenant occupying the property, or from any such member's rental agent who collects rentals from lessees on behalf of the member, an amount sufficient to pay all sums due from the property member to the Association.


- (1) The tenant's payment shall not exceed the tenant's rent due each month.
- (2) The tenant or rental agent's payment shall discharge the amount of payment from the tenant's rent obligation.
- (3) The member shall not take any retaliatory action against the tenant for payments made to the Association.
- (4) Before demanding any rent from the tenant, the Board shall give the member written notice that the Board intends to collect the rent from the tenant. The notice shall be sent to the member by first-class and certified mail at the member's address shown on the records of the Association.
- (5) Demanding rent from a tenant shall not be deemed to prevent the Board from proceeding with foreclosure or any other means of collecting the Member's delinquent common expenses.

11. **Foreclosure special assessment.** The Association may impose a special assessment against a person other than the mortgagee who, in a judicial or nonjudicial power of sale foreclosure, purchases a delinquent property upon giving proper notice. This special assessment shall not exceed the total amount of allowed by law pursuant to HRS § 514B-146.

12. **Dispute of assessments.** Except as otherwise provided in the governing documents, the Association shall not be required to mediate or arbitrate actions to collect the assessments unless the member has first paid to the Association the full amount claimed by the Association. A member who pays the full amount may file in small claims court or require the Association to mediate to resolve any disputes concerning the amount or validity of the Association's claim. A member has all rights of appeal granted by the Association's governing documents and Hawaii law.

This Collection Policy shall supersede and replace any previously adopted collection policies.

IN WITNESS WHEREOF, the undersigned have executed this Collection Policy the 25<sup>th</sup> day of November in the year 2014.

Signature: 

Printed Name: Kenneth Petersen

Title: President

Association of Apartment Owners of Kihei Surfside



## **ASSOCIATION OF APARTMENT OWNERS OF KIHAI SURFSIDE**

### **POLICY REGARDING HIGH-RISK COMPONENTS**

Article 4, Section 1.C of the Second Restated Bylaws Association of Owners of Kihei Surfside ("Bylaws"), in conjunction with Hawaii Revised Statutes § 514B-138, provide that the Board may determine that certain portions of the apartments, or certain objects or appliances within the apartments, pose a particular risk of damage to other apartment or the common elements if they are not properly inspected, maintained, repaired or replaced by Owners, and are designed as "high-risk components".

After notice to all apartment owners and an opportunity for Owner comment by written form and for comment at the Board of Directors' meeting on August 16, 2013, the undersigned, being all of the directors of the Association of Apartment Owners of Kihei Surfside (the "Association") do hereby consent to the taking of the following actions and do hereby adopt the following Policy Regarding High-Risk Components ("Policy"):

1. The following portions of the apartments and/or limited common elements constitute high-risk components:
  - a. Sliding glass doors and sliding glass door frames, and components thereof, including latches and hardware;
  - b. Windows and window frames, and components thereof, including latches and hardware;
  - c. Lanai railings;
  - d. Lanai surfaces, including but not limited to rugs, tiles, faux grass, and stone; and
  - e. Pipes, valves, water lines, conduits and other plumbing fixtures serving only one unit.
2. At specified intervals as designated by the Board, the Association or representatives or inspectors as designated by the Association, may inspect the high-risk components after at least 48 hours' notice to the owner, except in the case of an emergency for which no prior notice shall be required.
3. Owners shall be required to replace or repair the high-risk components pursuant to the reasonable standards and specifications established by the Board, regardless of whether or not the component is deteriorated or defective. The standards and specifications may require certain contractors with specific licensing, training or certification to perform the replacement or repair.

4. The imposition of requirements by the Board for high-risk components shall not relieve unit owners of obligations regarding high-risk components as set forth in the governing documents of the Association, including, without limitation, the obligation to maintain, repair, and replace the components.

5. If a unit owner fails to follow requirements imposed by the Board pursuant to this Policy, the Association, after reasonable notice, may enter the unit to perform the requirements with regard to such high-risk components at the sole cost and expense of the unit owner, which costs and expenses shall be a lien on the unit.

CERTIFICATE

I, hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors duly held on October 10, 2013 and duly entered in the book of minutes of the Association, and that this Policy is in full force and effect.

ASSOCIATION OF APARTMENT OWNERS OF KIHEI SURFSIDE

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

By Its: \_\_\_\_\_