

HOUSE RULES AND REGULATIONS

QUIET HOURS: 10:00 PM TO 8:00 AM

SPEED LIMIT: 5 MILES PER HOUR

PETS: BOARD APPROVED ONLY

PARKING: NOT ALLOWED IN COMMON AREA

FINES:
FIRST VIOLATION: WARNING
SECOND VIOLATION: \$100.00
THIRD VIOLATION: \$250.00
FINAL NOTICE: LEGAL ACTION

MANAGING AGENT:
S & S MANAGEMENT CONSULTANTS, LLC
1498 LOWER MAIN STREET, SUITE A2, WAILUKU, HI 96793
OFFICE: 242-8428 / FAX: 242-8429

EMERGENCIES: CALL 911



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

HOUSE RULES FOR NAPILI GARDENS AOA

The purpose of these House Rules is to promote the harmonious occupancy of the condominium apartments and to protect all occupants from annoyance and nuisance caused by improper use.

Any flagrant noncompliance of these house rules should be brought to the attention of the Board of Directors. Continued noncompliance also should be reported to any Association officer or member of the Board of directors in writing.

The Board of Directors decides upon actions to be taken for violations which could result in a fine and/or eviction. All fines, penalties, repair costs, and legal fees incurred shall be assessed against owners, agents, and/or tenant as applicable.

I. COMMON AREA

1. Damages to common elements shall be surveyed by the Board of Directors. The cost of repair or replacement will be assessed by the Board against the person(s) responsible. Each apartment Owner or Tenant shall be held personally responsible for any damage or destruction to any common or limited common element caused by himself, his children, his guests, or any other occupant or guests of his apartment.
2. The stairways, walkways, driveways and entries shall not be obstructed or used for any purpose other than ingress and egress.
3. Items of personal property (i.e., bicycles, toys, surfboards, skateboards) shall not be left or allowed to stand in any part of the stairways, walkways, entries, or exterior parking area.
4. Clothing, towels or laundry shall not be hung in doorways, windows, stairways, or entries if it can be seen from the driveway or other entrance areas. Clotheslines or other similar objects shall not be hung in any outside area, including the lanais where visible from another unit.
5. Nothing shall be allowed, done or kept in any apartment or common element of the Project which would overload or impair the floors, walls or roofs thereof or cause any increase in the ordinary insurance rates or cancellation of invalidation of any insurance thereon.
6. All trash must be wrapped or bagged and placed in the trash bins. Empty cardboard boxes and large bulky items shall be broken down and placed in the trash bin. Do not leave trash of any kind on the trash area floor.
7. NO solicitation of any kind shall be permitted except as approved by the Board.
8. Anyone found tampering with the fire fighting equipment or fire alarms will be subject to criminal charges and liable for all repair costs, replacement, or damage caused to the building or personal property.



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

9. All garage doors are to be closed at all times, unless you are working in or using the garage.
10. All sand and dirt are to be cleaned off stairways, common areas, and parking areas.

II. PARKING

1. Occupants must park their vehicles within the confines of the basement/garage area. Up to two (2) additional cars may be parked behind these cars as long as they do not block another resident's ability of ingress and egress.
2. A vehicle may be washed only in areas which will not impact upon other driveway areas. Any mess shall be cleaned by the person causing it.
3. Emergency mechanical repairs or minor maintenance may be performed on vehicles in the common areas but only on a resident's vehicle, but not if the work is undertaken by a professional, or causing a nuisance or mess which impacts other residents.
4. Parking areas, blacktop, and driveways may NOT be used for any type of recreation. Examples of activities that are NOT allowed: NO playing, riding bikes, skateboarding, roller skating, or riding of any type of battery operated vehicle, etc.
5. Speeding is NOT permitted at any time. The speed limit is five (5) miles per hour (mph).
6. Parking is NOT permitted at anytime in the signed FIRE LANE as designated by the Maui Fire Department.
7. All vehicles must be operable condition for removal in case of emergencies.
8. Violators of parking regulations shall have their cars towed away at the violator's expense. If a violator is a guest of an owner, the owner shall be held responsible for payment of the towing charge.
9. Damage to cars and other objects or common areas shall be the responsibility of the person causing the damage.
10. No personal items such as lumber, furniture, or crates, etc. shall be permitted in the parking areas.
11. No more than three (3) cars are allowed per unit at anytime. Written permission must be given by a Unit Owner/Resident authorizing you to use their parking area. There are no guests parking stalls in the complex. All guests must park outside the complex if you do not have space for them to park in front of your own unit.

III. OCCUPANCY

1. An apartment shall be used only as a residence, and shall not be used for business or any other purposes.
2. Each owner shall submit a current resident registration form to the Association or other person designated by the Board.



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

3. No apartment may be occupied by a tenant or guest who has been previously evicted from Napili Gardens by the Board. The Board will retain a list of names of said persons.
4. Every apartment shall be kept sanitary at all times and must not impact or cause a nuisance to other units.
5. The Board shall not be required to allow anyone access to the Property/Units without written permission from the registered occupant/resident.
6. Hazards: NO occupant shall use or permit to be brought into any apartment or common areas anything deemed hazardous to life, limb or property. These include, but are not limited to, FIREWORKS, GASOLINE, KEROSENE, or other combustibles of like nature, as GUNPOWDER, or any other explosives, etc. No activity shall be engaged in and no substance introduced into or manufactured within the apartments which might result in violation of the law or in cancellation of the insurance or increase the insurance rates for the buildings in the project.

IV. PETS

1. NO livestock, poultry, rabbits or other animals whatsoever, including but not limited to pets as defined in H.R.S. 105A-2 or animals prohibited from importation under H.R.S. 141-2, 150A-5 or 150A-6, shall be allowed or kept in any part of the property except that one (1) cat or one (1) other household pet, as allowed by the Board (absolutely NO DOGS shall be allowed) may be kept in an apartment but shall not be kept, bred, or used therein for any commercial profit making, or money generating purposes, not allowed on any common elements except in transit when carried or on a leash. Any authorized pet may be kept in an apartment on the following terms and conditions:
 - a) All pets must be registered with the Board
 - b) The apartment owners and tenants with a pet shall indemnify and hold the Board harmless for and against any and all claims, liabilities, or damages arising out of the presence of such pet in the apartment and the project.
 - c) The apartment owner and the tenant agree in writing to allow the apartment owner's tenant to keep a pet in the apartment with Board approval.
 - d) Any pet causing a nuisance and/or reasonable disturbance for any other occupant of the property or failing to meet any of the previous requirements for registration, insurance, or size, shall be permanently and promptly removed from the project upon notice given by the Board.
2. Any damage to any apartment building, grounds, flooring, or walls, caused by a pet will be the full responsibility of the owner of the apartment maintaining such pet and the costs of repair or replacement shall be specially assessed to the owner of such apartment.
3. Owners are responsible for picking up after their pets. Pet trash, (Sand, litter paper, excrement, etc.) must be wrapped with extra care to avoid the disturbance



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

of others.

V. NOISE

1. Each occupant should avoid excessive noise of any nature at any time so as to be considerate to other residents. QUIET HOURS are from 10:00 p.m. to 8:00 a.m.. This includes, but not limited to, operation of motor vehicles with excessive noise levels (Such as cars with bad mufflers and motorcycles), loud electronic instruments, music devices, radios, televisions, power tools, yelling, profanity, etc.

VI. RENTAL/SALES

1. No apartment shall be rented for a period of less than six months unless with prior written approval by the Board of Directors.
2. Each owner is responsible to see that the occupants of his apartment are made aware of these HOUSE RULES and has received a copy.
3. Collection from Tenant: If any owner shall at any time default for a period of 30 Days or more in payment of the owner's share of the common expenses or assessments, the Board may, at its option, so long as the default continues, demand and receive from any renter or lessee of his apartment, the rent due or becoming due from the tenant to the owner up to an amount sufficient to pay all sums due from the Owner, including interest and penalties. Such payment of rent to the Board by the tenant shall be considered sufficient to discharge the Tenants obligation to pay rent owed to the Owner. If the board makes the demand upon the tenant, the tenant shall not have the right to question the right of the board to make the demand, but shall be obligated to make the payment to the Board as demanded, provided, however, that the Board will not exercise this right while the apartment is in the possession of a receiver or mortgage pending a mortgage foreclosure if the receiver or mortgagee is paying current maintenance fees.
4. Signs including "FOR SALE", "FOR RENT", or "OPEN HOUSE" will not be allowed in the common areas or on exterior of individual units.

VII. BUILDING MODIFICATIONS

1. No awnings, antennas, or other projections shall be attached to the outside walls or roof of any building without prior approval of the Board of Directors.
2. No drapes or under drapes will be permitted which may be considered to be offensive or detrimental to the well being and appearance of the Project as determined by the Board of Directors.
3. Any window tinting is only allowed if approved by the Board of Directors, at such time it is approved; only the color that is on file with the Board will be approved.
4. The basement/garage area may not be enclosed or used for any purpose other than



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

parking, utility, or storage.

5. Nameplates and names shall be placed only in places and in the form approved by Board of Directors.
6. If an apartment owner changes the appearance of his unit without the written permission of the Board, the owner will be charged three (3) times the amount of the monthly Association fees and may still be required to remove the modification that was made without Board approval at the owner's expense.
7. Owners are responsible to submit a written request to the Board for Approval of any/all modifications/alterations to the exterior of their Units including, Windows, Doors, Entryways, Fences, Irrigation, etc.
8. If an Owner/Tenant fails to get written Approval from the Board to modify/alter any part of the exterior of their Unit, they will be fined in the amount equal to three (3) times the monthly Association fees.
9. The Board of Directors will decide if said modifications will be allowed, or if the Owner/Tenant must remove such modification. The Owner/Tenant will still be responsible to pay the fine and possible removal of unauthorized modification.

VIII. MAINTENANCE

1. Common elements: Defects and deficiencies should be reported to the Board of Directors within 48 hours of discovery.
2. Apartments: Maintenance of apartments, including all windows, back yards, (except the sprinkler system) is the responsibility of the owner/or occupants.
3. Maintenance employees hired by the Association shall not be asked to do work within the private area of any apartment, interior or exterior, during the prescribed work hours, except as described as routine maintenance. Routine maintenance shall be performed as directed by the Board, Managing Agent, or pursuant to a written contract.
4. Damage resulting from improper use of the plumbing, trash, or other areas, by disposing of materials not meant for disposal in such manner, shall be paid for by the person/occupant who caused it. Owners will be held ultimately responsible for their Tenants, Guests, Visitors, etc. for any/all damages and including all costs of repairs.



NAPILI GARDENS ASSOCIATION OF APARTMENT OWNERS

IX. AMENDMENTS

Project Rules may be amended by the Board from time to time as provided in the Bylaws.

X. FINES

- FIRST VIOLATION : **WARNING**
- SECOND VIOLATION : **\$100.00**
- THIRD VIOLATION : **\$250.00**
- FINAL NOTICE : **LEGAL ACTION**

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- *Board approved 4/2005*
 - *Revised 2/2009*