

**PACIFIC SHORES**  
**Association of Apartment Owners**  
**2219 South Kihei Road**  
**Kihei, Hawaii 96753**

**AMENDED & RESTATED HOUSE RULES**

*Effective: March 26, 2014*

**Summary Regarding Most Common House Rules Questions**

The House Rules are as fully set forth below. This summary is a non-exclusive list which paraphrases and highlights some House Rules of most frequent interest, as a convenience. All owners, residents, other occupants and guests should familiarize themselves with and comply with the complete House Rules which follow.

- **QUIET HOURS** are from 10:00 p.m. to 8:00 a.m.
- **All PARKING SPACES** are assigned – do not park in other unit's spaces
- **All occupants must promptly REGISTER** with the Administrator upon arrival
- **LANAIS** must be kept clear of towels, water sports gear, BBQ's, etc.
- **NO GLASS** (or ceramics, china, similar) is allowed inside the fenced pool area
- **NO SMOKING** in common areas or outside except designated areas
- **REMODEL** work is subject to prior written application and approval
- **No cutting or drilling in CONCRETE WALLS**, floors, ceilings, or lanais without prior written Board approval and compliance with all remodel policies

**Emergency Numbers [Subject to change]**

**Police, Fire, Ambulance 911**

**No Ka Oi Security (night) 808-870-2402**

**Associa Hawaii (day) 808-243-9565 or michelec@associahawaii.com**

**Pacific Shores AOA email: pacshoresaoao@gmail.com**

**Pacific Shores website: <http://pacshoresaoao.com>**

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## **1. PURPOSE**

Condominium living requires everyone to respect the needs and rights of others. The primary purpose of House Rules is to protect all owners and other residents from annoyance, nuisance, hazard, risk of financial loss, and to ensure the comfort, safety, security and quiet enjoyment of all owners and residents.

## **2. AMENDMENTS AND NEW RULES**

The Board of Directors ("Board") may adopt rules and regulations or amend House Rules. New or amended House Rules are effective immediately upon adoption unless a different effective date is specified by the Board or required by law. Except where otherwise specified, House Rules may be amended by majority vote of the Board at a duly called meeting.

The Board may from time to time post special safety or other rules or notices governing use of common area, swimming pool, etc. Board posted rules and notices shall be considered extensions of these House Rules.

## **3. ENFORCEMENT**

- a) Compliance with House Rules by all owners, tenants, other residents and their guests is required by the Hawaii Revised Statutes ("HRS"), the laws and ordinances of the County of Maui, and the By-laws of the Association. The Board is responsible for enforcement of House Rules and may delegate that responsibility to a Managing Agent, AOA Administrator, or any other employee, agent or contractor of the Association.
- b) House Rules do not change the obligations contained in the Declaration of Condominium Property Regime and the By-laws of the Association. If any part of these House Rules conflicts with any provisions of the Declaration of Condominium Property Regime or the By-laws, the latter prevail.

## **4. VIOLATIONS, WARNINGS, FINES & APPEALS**

- a) Any violation of or non-compliance with House Rules should be brought to the attention of the AOA Administrator, who has the authority of the Board to enforce those rules that fall within their jurisdiction. Continued non-compliance or repeat violations should be reported to the Board in writing through the AOA Administrator. Maui Police may be called by anyone if warranted by circumstances.
- b) The Board may take or require such corrective action regarding any violation of House Rules and damage to the common area as, in the Board's discretion, is warranted. Violations, corrective action, and payment of fines are the responsibility of the owner. The Board may employ any lawful means to secure payment and collect fines.
- c) Apartment owners are ultimately responsible for the condition and conduct within their apartments and owners are subject to fines in the first instance if their guests, tenants, other occupants, or their respective guests violate House Rules. Copies of notices or

finest will be given to the owner, the tenant (when applicable), the AOA Administrator, and the rental agent of the owner if one has been designated.

- d) Unless specified or permitted hereinafter as an immediate or an enhanced fine, an initial violation will result in a written warning. An appropriate time limit for compliance may be specified in the warning (if the violation relates to behavior the appropriate time frame is immediate; if the violation relates to physical conditions the shortest practical corrective time frame will typically be provided). Absent specification of a time for compliance it shall be the shortest reasonable time frame, by default.
- e) A second violation of House Rules will normally result in a \$50 fine. Finable violations will result in progressively greater penalties when additional violations of any type occur within a twelve-month period. The third violation will normally result in a \$100 fine. Each successive fine will normally result in a fine increasing by \$50 per instance (e.g., fourth violation will be \$150, fifth violation \$200, sixth violation \$250, etc.) The fourth or subsequent violations may be addressed through eviction.
- f) Second, third, fourth and subsequent violations need not be based upon the same House Rule provision before an escalated fine is imposed. For example, if a tenant violates a "pool" rule for the first violation and then violates a "noise" rule for the second violation, the fine would be imposed upon the occurrence of the second violation. It is not necessary that there be multiple violations of the same rule or category of rule before escalating or subsequent fines are levied.
- g) Notwithstanding anything herein to the contrary, the Board may assess an enhanced fine for conduct or actions deemed to warrant a fine in excess of the routine notice and escalating fine amounts imposed for more routine violations. Factors, any of which may result in an enhanced fine, include but are not limited to those involving acts of violence, intentional damage to property, physical or verbal threats, endangerment of others, triggering of police response, an extended or repetitive violation notwithstanding requests to modify behavior or conditions, excessively loud or profane disturbances, disruption of sleep of numerous occupants, and other extreme situations. Apparent intent to commit such violations or the failure to correct behavior or conditions when asked by Security, police, the Board, Association representatives, or other residents may be taken into consideration by the Board. An enhanced fine may be up to \$1,000 or as otherwise provided herein, and may be levied only by a two-thirds majority vote of the Board, rather than the simple majority to levy routine fines.
- h) An immediate \$200 fine will be given for intentional vandalism to the common areas or property of another owner, in addition to any property damage or loss, including any cost for repair damage. The Board may elect to treat vandalism as the subject of an enhanced fine rather than as subject to the \$200 presumptive fine amount.
- i) Unless appealed as permitted below, a fine must be paid by the owner to the Association within 30 days of the date of assessment of the fine. If the owner fails to pay or properly appeal a fine within 30 days after assessment, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for any unpaid fines and may collect any

unpaid fines pursuant to the procedures for collection of delinquent assessments. The owner shall also be assessed a late fee of \$25 for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine, or waive some or all late fees.

j) Any citation or fine may be appealed as follows:

- i. Within 30 days of the date of a citation or fine, an owner or other offenders may appeal to the Board by mailing or delivering written notice of the appeal to the Managing Agent.
- ii. The Board may reduce, condition, suspend, or cancel any citation or fine after consideration of an appeal. The Board will mail or deliver a written decision to the person making the appeal within 60 days of receipt of the notice of appeal.
- iii. Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an owner's apartment nor shall late fees be accrued for the offense which is the subject of the appeal.

k) If a continuing violation of House Rules occurs, the Board or the Managing Agent may enter the apartment and/or limited common area and take any action to summarily abate and remove, at the expense of the owner, any structure, thing or condition that exists in violation of House Rules. In such case, the Board and the Managing Agent will not be deemed guilty in any manner of trespass.

l) Any legal fees or other professional consulting fees (e.g., structural engineering review) incurred by the Board or the Managing Agent in enforcing House Rules will be the responsibility of the owner.

m) AOA pool access is a privilege for all owners, tenants, other occupants and guests, and that privilege can be withdrawn by the Board at any time by two-thirds majority vote. As non-exclusive examples, without limitation, pool access privileges may be withdrawn by the Board for nonpayment of AOA monthly maintenance dues, fines, late fees, legal or other consulting fees, or conduct deemed to be inconsistent with such continuing privilege.

## **5. OCCUPANCY**

- a) Owners must file their name, address, phone number, and any tenant or other occupant names with the AOA Administrator upon purchasing and/or taking occupancy of any apartment and must furnish the Board and/or the Administrator with any other reasonable information as requested from time to time. Residents grant a right of entry to the Administrator, Managing Agent, and other persons authorized by the Board, to enter apartments in case of emergency originating in or threatening an apartment, whether or not such resident or occupant is present at the time. The Managing Agent and AOA Administrator or other persons designated by the Board are not required to permit access for the residents' guests, invitees or employees to the apartments.

- b) Non-occupying apartment owners must register their designated rental agent. Off-island owners must have a local agent by Hawaii law. If an occupying apartment owner is absent from the apartment for more than 30 days, the apartment owner must designate a local agent to represent the apartment owner's interest. The owner/agent must give or submit by email to the AOA Administrator registration forms of tenants or other occupants within 24 hours of moving in. Any violation of not timely registering tenants or other occupants may result in an immediate fine of \$100.

## **6. APARTMENT USE**

- a) Apartments may be occupied and used only as dwellings by the owners thereof, their families, domestic servants, social guests, tenants, and for no other purpose. Owners are allowed to use their property to the fullest extent allowed by applicable law.
- b) Any person(s) leasing, renting or living in the apartment will also be considered a resident(s) and must abide by the Declaration of Condominium Property Regime, the By-laws, and House Rules.

## **7. CONDUCT**

- a) Apartment owners are responsible for the conduct of their guests, tenants, other occupants, and their respective guests. Upon receipt of notice from the Board or Managing Agent, the owner must immediately abate and remove, at the apartment owner's expense, any structure, thing or condition that any tenant, guest, or other occupant is using, causing or has built in the apartment which causes a nuisance, disturbance, or risk to other persons or property. If an apartment owner cannot control the conduct of a tenant, guest, or other occupant so that their conduct conforms to House Rules and the By-laws, the apartment owner must immediately remove such person(s) from Pacific Shores upon request of the Board or Managing Agent. The owner will not be compensated for any lost rentals, profits, or damages resulting from the removal of a tenant, guest, or other occupant.
- b) Owners or occupants are required to make requests for maintenance or landscape matters only to the Managing Agent. Owners and other occupants are not to make requests directly to the Pacific Shores maintenance or landscape employees.
- c) Children must be supervised at all times by a parent or designated adult. The walkways, elevators, stairwells, garden areas, courtyards, and other common areas are not play areas. Pacific Shores does not have a playground.

## **8. HAZARDS**

- a) No apartment owner or resident shall use or permit to be brought into the buildings or common areas anything deemed extra-hazardous to life, limb or property, such as gasoline, kerosene or other combustibles of like nature, nor any gunpowder, fireworks,

or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the buildings or common area which might result in a safety hazard for any resident or damage to any apartment, building, grounds or the common area. Nothing shall be allowed, done or kept in any apartment or common area which may overload or impair the floors, walls, lanais, stairs, walkways, or roofs thereof, or cause any increase in the ordinary insurance rates or cancellation or invalidation of any insurance thereon. Waterbeds are prohibited.

## **9. BEHAVIOR**

All residents and others on property will behave in a manner that does not unreasonably offend, annoy, threaten, or endanger other residents or guests or present an unreasonable risk of any damage to the common areas or to the persons or property of others.

## **10. PETS**

- a) No animals except dogs, cats and birds as noted below may be kept in any apartment or common area. No animal may be kept, bred or used for any commercial or money generating purposes in any apartment or common area. Residents may keep one pet (one dog or one cat or one bird) in their apartment. No pet may exceed twenty-five pounds in weight at adulthood. A pet is considered "kept" if the pet is around an apartment or the common grounds for more than twelve hours. Visiting pets are not allowed at Pacific Shores.
- b) Dogs and cats must be carried or restrained on a leash while on the common area and may not roam the common area unattended at any time. Residents are responsible for ensuring their pets do not make excessively loud or prolonged noise and must clean up any droppings or mess created by their pet. Pet droppings must be carefully wrapped or sealed in a leak-proof container before disposal. Upon receipt of notice from the Board or Managing Agent, a resident must immediately and permanently remove any pet that causes a nuisance, unreasonable disturbance, or risk to any other resident, their pets or property. Any damage to any apartment, grounds, or common area by a pet is the responsibility of the pet owner and the costs of repair or replacement shall be assessed to the apartment owner.
- c) All pets must be registered with the AOA Administrator. All pets must have a County of Maui tag and a tag with the apartment number of their owner attached to a collar worn at all times when in common areas. Pets found without the tags may be turned over to the Maui Humane Society.
- d) Failure to properly dispose of any pet droppings will result in an immediate fine of \$100.
- e) Pet and Service Animal Policy (see Addendum 1).

## **11. ROADWAYS AND RECREATIONAL AREAS**

The roadways, parking lot, and recreation areas of Pacific Shores are common areas administered by the Association of Apartment Owners and are solely for the use of residents and guests. Walkways, passages, and roadways may not be obstructed or used for any purpose other than entering or leaving Pacific Shores. Apartment owners, residents and guests may use the recreational facilities of Pacific Shores, provided that each apartment owner or resident assumes all risk of personal injury or property damage that may arise from the use of these facilities by them or their guests. These facilities may be used by a guest only when accompanied by the resident or apartment owner that is their host. Parents are responsible for their children.

## **12. PARKING AND AUTOMOBILES**

- a) Visitors (guests) and others are not permitted to park in any stall marked "Reserved" without owner permission.
- b) Parking on or outside of parking stalls as defined by the painted lines is prohibited.
- c) When not being used, all motor vehicles and motorbikes must be kept within the assigned parking stalls.
- d) Permissible vehicles are those designed for passenger use. Prohibited vehicles include but are not limited to the following:
  - 1. Vehicles over 10,000 pounds curb weight.
  - 2. Vehicles that do not allow reasonable access to adjacent vehicles due to size.
  - 3. Vehicles longer than 21 feet.
  - 4. Commercial vehicles: vehicles seating over 10 persons and trailers except as noted.
  - 5. Motor homes or recreational vehicles.
  - 6. The use of any vehicle as a residence will not be allowed.

No apartment owner or resident may place, store, or maintain any item other than motor vehicles and/or motorbikes in their respective parking stall(s). Exception: boats, canoes, rafts or other navigable craft upon trailers shall be allowed in and restricted to tandem parking stalls 135T through 152T.

All vehicles, motorbikes and other allowed items parked on site must be well maintained and operable. The Board has authority to determine if an item is a permissible vehicle, fits within the limits of the parking stall, and is being maintained as required.

- e) It is the responsibility of each owner to promptly clean up all oil leaks and repair damage caused by their vehicle. The Association may charge owners for costs of cleaning and repairs not promptly performed.



- f) No mechanical repairs or maintenance shall be performed on any vehicle in the common areas or parking stalls except in emergency, e.g. changing a flat tire. All vehicles must be in an operable condition for removal in an emergency. Vehicles may be washed only in designated areas.
- g) If a resident violates parking regulations established by the Board, the vehicle may be towed at the owner's expense, or a wheel boot installed and vehicle owner will pay for removal in such amount as may from time to time be set by the Board. If an invitee guest violates a parking regulation and their vehicle is towed or a wheel boot is installed and charges are incurred, the owner is responsible for any charges. Owners are responsible for any damage or cost incurred in repairing damage caused by vehicles, motorized or not, owned or operated by any resident, guest, or invitee of their apartment.
- h) All motor vehicles must be legally registered, inspected and insured pursuant to the laws and ordinances of Maui County and the State of Hawaii. Unlicensed motorized vehicles are not allowed at Pacific Shores.
- i) Visitors and non-residents are only allowed a maximum of 8 hours in a visitor stall. Over night parking in visitor stalls will be allowed with prior written permission if a permit is acquired in advance from the AOA Administrator, or security guard. Requests for Parking Permits may be submitted by email in advance to the AOA Administrator at [pacshoresaoao@gmail.com](mailto:pacshoresaoao@gmail.com), or by requesting a form from on-site security during normal security hours (6pm to midnight, subject to change). A permit must be filled out completely with name, telephone, apartment number and vehicle description. Stub of permit must be left in AOA office and the permit portion must hang from the rearview mirror or the vehicle is subject to towing. Visitor stalls are for guest parking only. Any parking violation may result in a fine and/or towing. Permits are issued for guests only and are not for resident's second vehicle.

### **13. BICYCLES AND NON-MOTORIZED VEHICLES**

- a) No vehicles, including bicycles, scooters, skates or skateboards, shall be ridden or stored on the walkways, passageways or stairs. Skateboards, scooters, and skates shall not be ridden anywhere within Pacific Shores. Parents are responsible for their children.
- b) Bicycles must be registered with the AOA Administrator.
- c) Bicycles must be in operable condition. If management takes a bicycle due to a House Rule violation, the owner will have 30 days to reclaim the bike and pay a \$25 fine. Bicycles not claimed within 30 days may be donated to charity. Bicycle racks are for registered bicycle storage only.

### **14. AESTHETICS AND SAFETY CONSIDERATION**

- a) No unsightly condition may to be maintained in open view from other apartments or common area. No object shall protrude into or hang over a common area from

apartment walls, windows, doors or lanais. No towels, clothes, life jackets or any other objects may be hung on lanais. Entrance walkways shall be kept free of all objects.

- b) No personal property such as bicycles, surf-boards, kayaks, or other objects may be left or kept in any common area, except in storage areas designated by the Board.
- c) Residents are responsible for the cleanliness and maintenance of the apartments and lanai areas. These areas must be maintained in a neat, attractive and sanitary condition. Lanais may be furnished with typical lanai furnishings only: chairs, lounges, tables, and decorative items, which shall be kept in an orderly fashion. Refrigerators, ladders, mops, brooms, and other articles not usually considered typical lanai furniture may not be left on lanais. Lanais may not be used as storage area for sports and/or play equipment or surplus cartons, boxes, or other belongings. Plants must be well maintained.
- d) All windows must have screens and coverings in good repair. All visible window coverings must be a light neutral shade such as white or beige. Lanai sunshades shall be consistent with the standards set by the Board from time to time and must be of a single panel with side tracks, in a light neutral shade. All lanai sunshades should be pre-approved by the Board or Property Manager before purchase.
- e) Air conditioners are allowed on the lanai area only and may not drip onto any limited common area such as floors, lanais, or walls. If repair or stains occur it is the responsibility of the owner to pay for repair of damage.
- f) Air conditioning units may not be installed if they require drilling, cutting, or otherwise altering any concrete structure (lanai, wall, floor, or ceiling), whether for purposes of routing cable, conduit, or supporting hardware, without prior compliance with all remodel application policies and approvals.
- g) Interior dryer vent tubes should be regularly cleaned and kept free of lint and similar objects presenting a fire hazard.
- h) Entrance door screens shall be consistent with the standards set by the Board. Entrance doors will meet uniform appearance and material standards for consistency.
- i) Owners shall timely comply and communicate as may from time to time be required by the Board as concerns maintaining and/or replacing plumbing components (including without limitation water heaters, washing machines, dishwashers, toilets, water supply lines) when, in the judgment of the Board, age, material, or conditions of same present an unacceptable risk of damage to property or impact on long term insurance claims, premium cost, or coverage availability.

## **15. TRASH DISPOSAL**

- a) Food waste should be disposed of through the garbage disposal whenever possible. Residents must place household trash in plastic trash bags (except for dry paper) and

deposit in designated bins. Residents may not leave in, near or around the dumpster the following: furniture, discarded carpeting, hot water heaters, stoves, refrigerators, air conditioning units, dishwashers, desks, beds, dressers, miscellaneous appliances, mattresses, construction debris, or other items. Residents leaving these items in, near or around the trash bins will be subject to an immediate \$150 fine plus removal costs both assessable against the Owner.

- b) No oil, paint, chemicals, or other hazardous waste or toxic material may be deposited in or around trash bins.
- c) Littering of common area, including cigarette butts, may result in an immediate \$25 fine.
- d) No trash bags are allowed outside the front door or in any common area. Violators are subject to an immediate \$25 fine. Residents are responsible to promptly clean up any drips, spills, marks, scratches, etc., as a result of bringing materials, garbage, recyclables, etc. in or out of their apartment.

## **16. SWIMMING POOL AND JACUZZI**

- a) The pool, spa and fenced pool areas are for the exclusive use of residents and their guests between the hours of 8:30 a.m. and 10:00 p.m. or as set from time to time by the Board. Residents and guests shall use the pool, spa and surrounding area at their own risk. Jumping the pool fence to gain entry or exit is prohibited and may result in an immediate \$50 fine. Parents are responsible for directly supervising their children.
- b) A maximum of 4 guests per apartment are allowed in the pool area at any one time. All guests must be accompanied by their resident host. Larger groups are permitted by advance written reservation from the AOA Administrator at his discretion and/or approval of the Board. All residents who use the pool and barbecue area shall clean the facilities before leaving. Failure to do so may subject violators to a fine as determined by the Board.
- c) There are no lifeguards on duty. All use of the swimming pool and spa is at the user's own risk. For safety reasons people with limited swimming ability must be accompanied by an experienced swimmer. Parents are responsible for their children.
- d) Horseplay, running, screaming or other boisterous conduct is not permitted on pool deck or in the fenced pool area. "Marco Polo" and other similar noisy games are prohibited. No "cannon balls," diving or jumping into the pool is allowed. Parents are responsible for their children.
- e) Glass and other breakable containers materials which may cause shards (e.g., ceramics, china) are not allowed in the pool area. Expense incurred to respond to broken shards as a result of violating this rule, including any cost of draining the pool or spa, may be assessed those violating the prohibition.
- f) Pool area furniture is not to be removed outside the fenced area and, if moved inside the fenced area it is to be returned to the configuration as previously placed by staff.

- g) No pets allowed in the pool area.
- h) Proper swimming apparel must be worn in the pool and spa. Infants must wear rubber pants or swimming apparel. No disposable diapers. Prohibited apparel in the pool and spa includes but are not limited to street clothes, T-shirts, underwear and shorts.
- i) All persons must shower before entering the pool or spa.
- j) Protect the furniture and deck surface from drips and spills of oils, lotion, etc.
- k) All persons known to be or suspected of being afflicted with an infectious disease, suffering from cough, cold or open sores, or wearing band-aids or bandages, may not use the pool or spa.
- l) Spitting, spitting water, and blowing nose in the swimming pool or spa are not allowed.
- m) Food must be confined to the tables and barbecue area.
- n) The use of audio equipment without headphones is prohibited.
- o) Only moderate drinking is allowed in the BBQ and pool area. Bad behavior due to excessive drinking will be subject to an immediate \$50 fine and offenders may be removed by security or other persons designated by the Board.
- p) Only safety rings, water wings, life preservers, masks and goggles are allowed in the pool or spa. No rafts, air mattresses, floating chairs, snorkels, fins, kick boards, boogie boards, or other objects are permitted. Toys of any kind and sports paraphernalia including but not limited to footballs, tennis balls, and beach balls are prohibited within the pool or pool area.
- q) Smoking is not permitted in the enclosed pool area.
- r) Replacement Pool Key requests are to be submitted to the AOA Administrator at [pacshoresaoao@gmail.com](mailto:pacshoresaoao@gmail.com)
- s) Any rules posted from time to time at the pool, spa, or associated area with Board approval are deemed to supplement these rules.

## **17. BARBECUES AND BARBECUE AREA**

Outdoor cooking is permitted only on the barbecue units provided and installed by the Association of Apartment Owners in the pool area as may be designated by the Board. Open fires of any kind including charcoal briquette fires are not permitted at Pacific Shores.

## **18. ALCOHOL BEVERAGES/DRUGS**

Except as determined by the Board, the consumption of alcoholic beverages is prohibited in the common areas. No illegal drug use or dealing is permitted anywhere on the property.

## **19. NOISE AND NUISANCE**

- a) Residents and their guests may not cause any unreasonable nuisance, breach of peace, disruption of other owners or residents, create undue risk to health, welfare, or property, or engage in other conduct which is improper or offensive in the reasonable opinion of the Board, or which is in violation of the By-laws or these House Rules; or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession, quiet enjoyment or proper use of Pacific Shores by any other residents. Residents and their guests must avoid making any unreasonable or excessive noise of any kind at any time and not cause or permit any unreasonable noise or objectionable odors to emanate from their apartments.
- b) Radios, TVs, stereos, musical instruments and other sound producing devices and machinery must be operated at a reduced volume during the quiet hours from 10:00 p.m. and 8:00 a.m. When leaving or arriving at night, residents and their guests must keep noise to a minimum. Loud conversation, shouting, racing of engines, honking of horns and squealing of tires are prohibited. Excessive noise at any time should be reported to the Board through the Managing Agent, or AOA Administrator.
- c) Each Resident is responsible to ensure their pet (one dog, bird or cat) does not make excessive noise at any time.
- d) Fireworks are not allowed at any time on any part of the property and there is an automatic fine of \$100.00 for setting off fireworks.

## **20. SMOKING**

- a) Outdoor smoking areas may be specifically designated by the Association outside of units. Except for such designated areas, smoking is not allowed anywhere outdoors on the property (including, for example, the fenced pool area, parking lots, sidewalks, elevated walkways, elevator, stairwells, lawns, and courtyards).

## **21. MISCELLANEOUS SPECIFIC RULES**

- a) Workmen are allowed at Pacific Shores only between 8:00 a.m. and 6:00 p.m. except in an emergency.
- b) No soliciting, commercial or religious, is permitted at Pacific Shores. Residents should report any solicitations to the Managing Agent or AOA Administrator.
- c) No camping or use of tents at Pacific Shores is allowed at any time.
- d) Unless approved by the Board, no signs may be displayed on the walls, in the windows, on the lanai areas or in such a way as to be visible from any of the common areas.
- e) No "Yard" or "Garage" sales are permitted in the common area or the lanai area.
- f) Nobody is allowed on the roofs of Pacific Shores without prior written permission of the Board or the Managing Agent.

## **22. REMODEL, CONSTRUCTION, MAINTENANCE AND ALTERATIONS**

- (a) Construction and remodel work at Pacific Shores is permitted only between the hours of 8:00 a.m. – 6:00 p.m., Monday through Friday, except in case of emergency or for other exception approved in advance, in writing, by the Board. Notice of emergency or requests for exception shall be submitted to the AOA Administrator at [pacshoresAOAO@gmail.com](mailto:pacshoresAOAO@gmail.com) or such other designee as may from time to time be determined. Contractors or other workers working on AOA property shall provide a certificate of insurance and evidence of such license(s) as are required by law for the work to be performed, in forms satisfactory to AOA. Construction and remodel work shall not be performed on federally-recognized holidays.
- (b) Apartment Owners must promptly perform all repairs and maintenance work within apartments if failure to do so may adversely affect the common area or other apartments or unreasonably risk impairment of insurance availability or cost for AOA or other owners. Owners are responsible for any loss and damage caused by the failure to make necessary repairs and maintenance.
- (c) Owners are responsible for all repairs of internal installation within the apartments, such as plumbing and electrical lines and fixtures, appliances, telephones, and other fixtures belonging to the apartments including walls and floor coverings. Apartment owners are responsible for their glass and door replacements. Any repairs, maintenance or modifications which may affect the common area or apartment bearing walls may only be performed by a licensed contractor approved in writing by the Board or the Managing Agent.
- (d) All remodel, construction, maintenance and alteration is further subject to all terms and conditions of Appendix 2.

## **23. HO-6 INSURANCE REQUIREMENTS**

- (a) Owners must submit proof of an individual homeowner's insurance policy (HO6) policy for that owner's unit within thirty (30) days of receipt of notice from the Association requesting proof of insurance.
- (b) If a unit owner does not produce evidence of an existing HO6 policy within the thirty (30) day time period, the Association may, in the Board's discretion, place HO6 insurance coverage for any unit lacking coverage and charge the reasonable premium costs back to the unit owner(s).
- (c) Any owner failing to obtain HO-6 insurance coverage as required may be held liable to fully pay, reimburse, defend, and indemnify the Association for any loss as a result of such failure.

## **APPENDIX 1**

### **ASSOCIATION OF APARTMENT OWNERS OF PACIFIC SHORES**

#### **Pet and Service Animal Policy**

The Association of Apartment Owners of Pacific Shores ("Association") values all of its members, including members with service animals.

The Association wants to comply with Hawaii law and Maui County ordinances in the regulation of animals at the property, as well as the Association's Bylaws, in order to provide enjoyment of property for all owners.

The Board of the Association (the "Board") has resolved that rules and regulations governing pets and service animals are necessary to facilitate compliance with the Association's standards. The Board has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

This Policy is issued and enforceable by the Board acting pursuant to the Hawaii Revised Statutes, Chapters 514A and 514B, as amended, and the Declaration of Horizontal Property Regime of Pacific Shores, the By-Laws of Association of Apartment Owners of Pacific Shores, and the House Rules, as amended.

The following Pet and Service Animal Policy, which applies to all Owners, and Owners' visitors, guests and tenants at Pacific Shores, is as follows:

#### **Rules and Regulations**

1. Pacific Shores restricts the number of pets. To the extent an owner or tenant has a service animal, the owner or tenant must submit to the Board the requisite documentation so any animals may be approved by the Board as qualified service animals allowed on the property.
2. All animals must be in compliance with local ordinances regarding vaccinations, licensing and leashing. Cats and dogs must wear identification tags at all times and must be currently licensed by the County of Maui. The animal owner must provide a copy of the license and a copy of the vaccinations to the Association.
3. Animals must not be allowed to roam unattended in the common areas. Animal owners must maintain control of their animal(s) at all times.
4. Animals may not urinate or defecate on the Association property, lanais or patios. If an animal urinates or defecates on the Association property, such litter must immediately be cleaned up and discarded. Litter must be placed in tied plastic bags, disposed of in the dumpster, and may not be disposed of in toilets.
5. Animals should not be left alone for more than nine (9) hours. When the Association management has reasonable cause to believe that an animal is alone in an apartment and either the animal is creating a disturbance or any other emergency situation appears to exist with respect to that animal, management will attempt to contact the owner/tenant to remedy the situation. If the management is unable to contact the owner/tenant within a reasonable period, management may enter the apartment and

make any necessary arrangements for the animal's care, including removal of the animal to a local animal shelter. Owner/tenant is responsible for any cost incurred by the Association.

6. Animal owners are responsible for ensuring that their animal does not disturb or annoy other occupants. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this section include:
  - a. Personal injury or property damage caused by unruly or aggressive behavior;
  - b. Animals that exhibit vicious behavior;
  - c. Animals that make noise continuously for a period of time in excess of five minutes, disturbing any person at any time of day or night;
  - d. Animals that bark and/or respond aggressively to persons on property and/or neighbors;
  - e. Roaming and unattended animals;
  - f. Animals urinating or defecating in common areas or on owners/tenants lanais or patios and this not being cleared immediately; and
  - g. Animals that are conspicuously unclean or parasite infected.
7. The Association assumes no liability for events relating to an animal's behavior.
8. The animal owner shall be liable for any damage or injury whatsoever caused by such animal(s) and shall pay the damaged and/or injured party immediately, upon demand, for any and all costs incurred by the damaged and/or injured party as a result of damage or injury caused by the animal(s). The animal owner further agrees to indemnify, hold harmless, and defend the Association and the Association's agents, directors and representatives against all liability, judgments, expense (including costs and attorneys' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the animal(s).

### **Enforcement**

1. Any owner, tenant, guest, Managing Agent, or Association Administrator observing or experiencing a violation of any of these rules of this policy is strongly encouraged to discuss the violation in a neighborly fashion with the animal owner in an effort to secure voluntary compliance. In addition to, or alternatively, owners/tenants may submit a complaint to the Managing Agent/Association Administrator to report a violation. Complaints should be submitted in writing via email, facsimile, and/or letter, within twenty-four (24) hours of the violation or discussion with the animal owner of such violation.
2. The Managing Agent/Association Administrator shall notify the Board and the animal owner within one (1) business day of the complaint, and the Board shall timely review the complaint.



3. If the Board is in agreement with such complaint, the animal owner and/or unit owner will receive written notice of the violation and a request for immediate compliance of this policy.
4. If there is not full compliance with the policy within three calendar (3) days upon receipt of the written notice of the violation, the Association may institute a fine of One Hundred Dollars (\$100) to the unit owner. Receipt of notices shall be considered two (2) days after mailing the notice.
5. If there is no compliance within six calendar (6) days of the receipt of the written notice, the unit owner may be fined Two Hundred Fifty (\$250) for the violation. Each subsequent six calendar day period with no compliance of the same violation may result in an additional Five Hundred Dollar (\$500.00) fine.
6. If there is no compliance within thirty (30) days of the receipt of the written notice, the Board, in its discretion, may demand immediate and permanent removal of the animal and payment of all fines.
7. Three (3) violation notices for any animal within a twelve (12) month period may require the immediate removal of the animal. The Board has discretion to determine whether such removal is permanent.
8. Notwithstanding any other provision herein, if an animal causes injury to any persons or property damage in the common areas of the premises, or the animal's unreasonable disturbances cannot be remedied, the Board may require immediate and permanent removal of the animal.
9. In addition to these remedies, the Board is authorized to pursue any other legal remedy available to enforce these rules in this policy.