

ROYAL KAHANA
ASSOCIATION OF APARTMENT OWNERS
HOUSE RULES

(Approved June 19, 2008)

1 The purpose of the House Rules is to protect all occupants of the Royal Kahana from
2 annoyance and nuisance caused by improper use of the condominium apartments and also
3 to protect the reputation and desirability thereof by providing maximum enjoyment of the
4 premises.

5 The Board of Directors of the Association of Apartment Owners (AOAO Board of
6 Directors) may delegate the authority for enforcing the House Rules to a managing agent.
7 All owners, guests, tenants, visitors, and other occupants shall be bound by these rules and
8 by standards of reasonable conduct whether covered by these rules or not.

9 **I. OCCUPANCY**

10 A. No livestock, poultry, birds, rabbits or other animals whatsoever shall be allowed
11 or kept in any part of the project except that dogs, cats and other household pets
12 in reasonable number as determined by the AOAO Board of Directors may be
13 kept by the apartment owners and occupants in their respective apartments, but
14 shall not be kept, bred or used therein for any commercial purpose nor allowed on
15 any common elements in the Building except when carried, nor, in any case,
16 allowed on any part of common area including sidewalks, passages, lobbies,
17 stairways, corridors, parking areas, lawn, pool and cabana area. Any such pet
18 causing a nuisance or unreasonable disturbance to any other occupant of the
19 project shall be permanently removed there from promptly upon notice given by
20 the AOAO Board of Directors or General Manager. All pets must be immediately
21 registered with the General Manager. Notwithstanding any other provision herein,
22 visually impaired persons may keep certified seeing-eye dogs, hearing impaired
23 persons may keep certified signal dogs and physically impaired persons may keep
24 certified service dogs in their apartments and may utilize such dogs on the
25 common areas as necessary to full enjoyment of the property.

26 B. An apartment owner or tenant shall be responsible for the conduct of his/her
27 family, tenants or guests at all times, ensuring that their behavior is neither
28 offensive to any occupant of the Building nor damaging to any portion of the
29 common elements.

30 **II. TEMPORARY OCCUPANCY**

31 A. Subject to the terms of the By-Laws of the Association, an apartment owner may
32 lease his/her apartment or make it available to friends, but the person or persons
33 leasing, renting, or living in the apartment shall be presented and abide by the
34 House Rules, and the owner shall assume responsibility for the occupants'
35 conduct. The owners must notify the General Manager of the names and length of
36 anticipated occupancy of lessees, tenants or guests and must deliver to lessees,
37 tenants or guests a copy of these House Rules.

38 B. An apartment owner shall be responsible for the conduct of his/her lessee(s),
39 tenant(s), or guest(s) and shall, upon request of the AOAO Board of Directors or
40 General Manager, immediately abate and remove at his/her expense, any structure,

- 1 thing or condition that may exist with regard to the occupancy of his/her
2 apartment by lessee(s), tenant(s), or guest(s) to conform with the interest and
3 meaning of the provisions hereof; or, if the apartment owner is unable to control
4 the conduct of the lessee(s), tenant(s) or guests to conform with the interest and
5 meanings of the provisions hereof, he/she shall, upon request of the AOAO
6 Board of Directors or General Manager, immediately remove such lessee(s),
7 tenant(s), or guest(s) from the premises, without compensation for lost rentals or
8 other damage resulting there from.
- 9 C. Apartment owners shall be responsible for designating a local agent to represent
10 their interest if their residence is outside of Hawaii or if they will be absent from
11 the apartment more than 30 days. Such owners shall file with the General Manager
12 their out-of-town address and telephone number and the telephone number of
13 their agent.
- 14 D. Check in procedures are outlined in Attachment A.

15 **III. COMMON AREAS, ENTRANCE AND LANAIS**

- 16 A. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or
17 used for any purpose other than ingress and egress.
- 18 B. Smoking is prohibited in and within 20 feet of all common areas including
19 sidewalks, passages, lobbies, stairways, corridors, parking areas, recreation areas,
20 lawn, pool, and cabana areas per Hawaiian statute. Smoking is prohibited on
21 lanais.
- 22 C. An apartment owner shall be responsible for the care and maintenance of all lanais,
23 which are included in his/her apartment. Such owner may not, however, paint or
24 otherwise decorate the walls and ceilings of the lanais without the approval of the
25 same by the AOAO Board of Directors. It is intended that the exterior of the
26 Building shall present a uniform appearance and, to affect that end, the AOAO
27 Board of Directors may require the painting of the walls and ceilings of each lanai
28 and regulate the type and color of paint to be used. The AOAO Board of
29 Directors is authorized to contract for the painting of all of the walls and ceilings
30 of the lanais and to make payment therefore out of the maintenance fund.
- 31 D. Only safe appropriate furniture and small plants shall be used on lanais and any
32 unsightly or disturbing items shall be removed upon the request of the General
33 Manager. These areas are not to be used for storage purposes of any kind.
34 Appropriate banners commemorating holidays or festivals may be displayed from
35 lanais on holidays.
- 36 E. Textile items, including towels, bathing apparel and clothing, brooms, mops,
37 cartons, etc. shall not be placed on lanais or passages or in windows so as to be in
38 view from outside the Building or from the apartments above.
- 39 F. All plants shall be placed in containers so as to prevent the dripping of water or
40 soil onto their apartments or the common elements. Care should be taken in
41 scrubbing lanais so as to prevent water from running down the exterior of the
42 Building.

- 1 G. Nothing shall be thrown from lanais, windows, stairwells, balconies, recreation
2 deck, etc. Cigarettes and matches, specifically, are a fire hazard. No garments, rugs
3 or other objects shall be hung from the lanais, windows, or facades of the project;
4 nor shall they be dusted or shaken from the lanais or windows or cleaned by
5 beating or sweeping on the grounds of the project.
- 6 H. No personal items shall be allowed to remain in view at front entrances.
- 7 I. The throwing of firecrackers from lanais and the explosions of any fireworks
8 anywhere on the grounds or within the Building is expressly prohibited
- 9 J. No fires or barbecuing will be permitted on any apartment lanai. Any barbecue
10 areas on the property will be available for owners' use on a first-come first-serve
11 basis. Grill users are requested to complete their cooking by 10:00 p.m.
- 12 K. Bicycles, tri-cycles, surfboards and/or motorbikes shall not be transported in the
13 elevators, nor wheeled in the stairways and corridors, nor stored in apartments nor
14 on lanais. Bicycles, tri-cycles, surfboards and/or motorbikes shall be stored in
15 basement storage areas
- 16 L. No skates of any kind, "scooters" or skateboards shall be used anywhere on the
17 premises
- 18 M. No surfboard may be stored in an apartment.
- 19 N. Window and lanai coverings shall be fabric drapes, blinds or shutters, which shall
20 provide a white or off-white appearance from the exterior of the Building. Any
21 other type of window or lanai door covering shall have the approval of the
22 Architectural Committee prior to installation
- 23 O. The louver-type windows which open on the common area-corridors shall be clear
24 or obscure glass.

25 **IV. USE OF RECREATION FACILITIES**

- 26 A. Use of the Recreation Facilities (swimming pool, sauna baths, showers and cabana)
27 shall be limited to apartment owners, lessees, tenants, members of their families
28 and guests. Non-residents shall not use the Recreation Facilities unless
29 accompanied by a resident of the Building
- 30 B. Recreation areas and pool hours are from 9 a.m. until 10 p.m. as follows
- 31 1. General Use = 9 a.m. - 10 p.m.
- 32 2. The General Manager may adjust these hours
- 33 C. Mats, floatation devices, boards, snorkels, swim fins or diving gear are not
34 permitted in the pool except for personal safety devices.
- 35 D. The pool should not be used by anyone who is not a competent swimmer, unless
36 such person is under the direct supervision of a competent swimmer who is
37 capable of assisting such person in the event of an emergency
- 38 E. No running or horseplay will be allowed in the pool or surrounding areas
- 39 F. Proper swimming attire must be worn at all times. Street clothes and diapers,
40 other than those designed for swimming are not allowed.

- 1 G. All swimmers must shower before entering the pool
- 2 H. Swimmers shall dry themselves completely before leaving the pool area and use
3 the basement to access elevators.
- 4 I. No bottle, container, tumbler, drinking glass or any other item made of glass shall
5 be permitted in the vicinity of the swimming pool access to elevators
- 6 J. No person with bandages or open wounds of any type may use the pool
- 7 K. All owners and occupants shall exercise care about causing or permitting noise
8 that may disturb other occupants including games such as Marco Polo, tag, etc

9 **V. PARKING AREAS**

- 10 A. Parking is by permit only; automobile identification permits will be issued to all
11 owners, rental program rentals, and employees while they are registered and
12 staying at the property. It shall be displayed on the vehicle dashboard at all times
13 while on property.
- 14 B. All vehicles parked on the premises must be properly licensed, registered and
15 inspected and be maintained in proper operating condition so as not to be a
16 hazard or nuisance by noise, exhaust emissions or appearance. Vehicles in
17 violation of this provision will be towed
- 18 C. No cars may be parked or left unattended at the lobby entrance or in the entry
19 driveway except for active loading and unloading.
- 20 D. Automobiles shall be centered in parking spaces so as to prevent crowding of
21 adjacent spaces and/or blocking of passages
- 22 E. Violators of parking regulations shall have their cars towed away at their own
23 expense and shall be held responsible for payment of the towing charge
- 24 F. Owners cleaning or polishing cars on the premises shall clean the area thoroughly
25 before leaving
- 26 G. Repair of a motor vehicle, boat, surfboard, or other equipment is not permitted
- 27 H. Reserved parking shall be for permanent residents only (owners and long-term
28 tenants) and the Resort Manager. Reserved parking will not be assigned to any
29 owner whose apartment unit is in a rental program unless the owner occupies the
30 apartment for more than two consecutive weeks.. With the exception of the
31 Resort Owner Liaison and the Resort Housekeeping Supervisor employees shall
32 park under the tennis court in a designated area The General Manager may make
33 exceptions to this requirement based on need.
- 34 I. Bicycles and/or motorbikes and surfboards shall be in locked fence areas in the
35 garage designated by the General Manager. Permits for storing each vehicle will
36 be issued by the General Manager and a \$10.00 deposit required for each key

37 **VI. STORAGE**

- 38 A. No flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or
39 other explosives or articles deemed hazardous to life or property shall be

1 stored in any storage area or apartment unless approved by the General
2 Manager

3 B. Owners storing materials in the common area storage rooms shall agree to abide
4 by the following Rules and Procedures for Storage Rooms. A copy of these
5 Rules and Procedures shall be obtained from the office of the General
6 Manager and receipt thereof shall be acknowledged by the owner

7 C. RULES AND PROCEDURES FOR STORAGE ROOMS

8 1. Placing of materials in common area storage rooms indicates the owners'
9 agreement and acceptance of the House Rules

10 2. The Association of Apartment Owners (AOAO) will not assume
11 responsibility for loss or damage to any stored items

12 3. There shall be no storage of hazardous or flammable materials as defined by
13 the applicable codes and ordinances

14 4. There shall be no storage of appliances, building materials, carpet, unused
15 doors or furniture including mattress and bed frames

16 5. All storage shall be in reasonable amounts, in sturdy boxes or suitable
17 containers such as footlockers or containers such as "Action Packers". It is
18 important that lamps, shades and other fragile items are stored in suitable
19 boxes

20 6. All stored items shall be clearly identified with the owner's name, unit
21 number and the date of storage

22 7. There shall be no construction of storage racks, shelves, etc. without the
23 prior written approval of the AOAO Board of Directors.

24 8. Storage rooms shall be reviewed by the AOAO Board of Directors on an
25 annual basis and any items not conforming to these House Rules shall be
26 considered abandoned and disposed of in accordance with Section 514B-139,
27 Hawaii Revised Statutes.

28 9. Upon sale or transfer of the owner's apartment, all items shall be removed
29 prior to the close of escrow. Items not removed shall be considered
30 abandoned and shall be disposed of in accordance with Section 514B-139
31 Hawaii Revised Statutes

32 VII. NOISE

33 A. Avoid excessive noise of any type at any time. Consider other residents at all
34 times. Building quiet times are 10pm to 8 am.

35 B. Hold your front door so as to avoid its slamming due to the wind. When using
36 the stairwells, do not allow the door to slam.

37 C. No workmen will be allowed in the building before 8 a.m. or after 5 p.m., except
38 in an emergency.

39 D. Radios, TV's, audio equipment, etc., must be played at a level such that it will not
40 disturb others.

- 1 E. When guests are leaving at night, it is requested that noise be kept to a minimum.
- 2 F. Excessive noise at any time should be reported to the Front Desk, General
3 Manager or Security Guard for appropriate action.
- 4 G. Trash containing dry garbage, cans, etc., shall be securely wrapped before being
5 placed in a receptacle. No wet garbage shall be placed in such receptacle or
6 rubbish chute. No boxes or trash exceeding the weight and size designated for
7 the rubbish chute shall be placed therein. Trash chute hours are from 8 a.m. until
8 9 p.m. No trash shall be stored in trash chute rooms.

9 **VIII. BUILDING MODIFICATIONS**

- 10 A. Owners planning alterations to an apartment unit shall first obtain and
11 acknowledge receipt of a copy of the "Apartment Renovation Procedure" prior
12 to the start of any work. Copies of the form are available from the office of the
13 General Manager. No structural changes or modifications of any type shall be
14 permitted either within an apartment without prior written approval and consent
15 of the AOA Board of Directors or the designated committee. A letter must be
16 submitted to the General Manager with a detailed intent, and include the
17 following.
- 18 1. All County Building permits and Contractor's license
 - 19 2. A recordable instrument signed by the unit owner to indemnify the
20 Association of Apartment Owners from any damages
 - 21 3. To provide a performance bond if required by the AOA Board of
22 Directors
 - 23 4. To comply with all applicable By-Laws and Building Rules.
 - 24 5. Locks and doorknobs shall not be changed. Re-keying of cylinders will
25 require notification and be performed by an authorized locksmith
26 designated by the General Manager

27 **NOTE: The interior renovation of your apartment is at your discretion**
28 **subject to limitations imposed by Section 514B-89, Hawaii Revised**
29 **Statutes, and the Declaration and By-Laws. The County of Maui Building**
30 **Department does require a permit to be obtained by the owner or the**
31 **contractor for the removal, relocation or construction of any bearing or**
32 **non-bearing wall, plumbing, or electrical work. Because common**
33 **elements of the Building may be involved, such as fire sprinklers, bearing**
34 **walls, mechanical, plumbing and electrical, the AOA Board of Directors**
35 **requires that two copies of your building plans be submitted to the AOA**
36 **Board of Directors for review and approval prior to the start of any work.**
37 **Upon written approval, one copy of the plans will be returned to you for**
38 **your file.**

39 You should also be aware that your apartment may contain certain
40 materials considered to be hazardous by the EPA and/or the State of
41 Hawaii laws. These include but are not limited to sprayed acoustic ceiling
42 materials and vinyl asbestos floor tile. These materials are not a concern of
43 the Royal Kahana AOA while they remain in place but any removal and

- 1 disposal must be done in an approved manner by a licensed contractor.
2 Hazardous materials shall not be disposed of in the garbage chutes or
3 trash bins.
- 4 B. No awnings, shades, windbreaks, etc., shall be installed on lanais or the outside
5 of the Building without prior written approval of the AOA Board of Directors
- 6 C. No signs, signals or lettering shall be inscribed or exposed on any part of the
7 Building, nor shall anything be projected out of any window or off of any lanai.
- 8 D. No projections shall extend through any door or window opening into any
9 corridor or beyond the exterior face of the Building
- 10 E. No radio or TV antenna, other than permitted by law, shall be erected or
11 maintained outside the physical confines of an apartment
- 12 F. No additions or alterations to the original design of the apartment will be
13 permitted which are visible from the exterior of the Building without approval
14 prior written of the AOA Board of Directors
- 15 G. All contractors and vendors shall register with the General Manager, and shall
16 receive a copy of the Contractors Rules of Conduct prior to commencing any
17 apartment repairs, modifications or renovations.
- 18 H. No workmen will be allowed in the building before 8:00 a.m. or after 5:00 p.m.
19 except in an emergency.
- 20 I. None of the provisions of the project documents are intended to be in
21 contravention of the State or Federal Fair Housing Act. The AOA Board of
22 Directors will at all times comply with the provisions of the Fair Housing Acts
23 when acting upon requests by handicapped persons to make reasonable
24 modifications, at their cost, to apartments and/or to the common elements of
25 the project if the proposed modifications are necessary for their full enjoyment
26 of the project. The AOA Board of Directors will also comply with the
27 provisions of the Fair Housing Act when acting upon requests by handicapped
28 person for exemptions from any of the provisions of the project documents,
29 which would interfere with, said handicapped persons equal opportunity to use
30 and/or enjoyment of their apartments and/or the common elements of the
31 project

32 IX. RULES FOR THE USE OF THE ROYAL KAHANA APARTMENT OWNERS'
33 ASSOCIATION ROOM (CONFERENCE ROOM)

- 34 A. The Conference room may be used for private parties or meetings of owners,
35 paying guests, or others only upon approval of the General Manager.
- 36 B. An owner or paying guest wishing to hold a private party must reserve the date
37 and time for the use with the General Manager at least 24 hours in advance. The
38 owner shall state the number of people (not to exceed 45) expected to attend, and
39 the purpose of the meeting. A partially refundable deposit/cleaning fee (set by
40 the AOA and/or Resident Manager and currently \$100) will be assessed and
41 paid in advance by the individual owner or paying guest. Additional fees may be
42 charged for excessive clean-up or damages. At the same time, a waiver for
43 liability and a Host Hold-Harmless Clause will be signed and filed with the

- 1 General Manager. A portion of the fee will be refunded after inspection by the
2 General Manager or his/her representative and agreement that the area is cleaned
3 up and no damages were sustained.
- 4 C. The serving of alcoholic beverages at an owners' party in the Conference Room
5 will be the sole responsibility of the Host. The Host (reserving party) is
6 responsible for the conduct of his/her guest(s) both at the Conference Room
7 and/or leaving the party room. The serving of alcohol to a minor will result in
8 immediate ending of function, vacating of premises and forfeiture of any deposits.
9 The House Rules will be observed while on the Royal Kahana property.
- 10 D. Conference room shall be available between the hours of 10:00 AM to 10:00 PM

11 X. RULES FOR THE USE OF THE ROYAL KAHANA POOL SIDE CABANA

- 12 A. Cabana hours for owners and guests shall be 9:00 a.m. to 10:00 p.m.
- 13 B. The cabana is available for groups up to a maximum of 50 for the use of the
14 cabana on a space available basis.
- 15 C. AOO will make every effort to accommodate groups of 10 to 50, without
16 inconveniencing the owners and other guests of the Royal Kahana.
- 17 D. The group that intends to use the common elements of Royal Kahana must be
18 renting rooms at the Royal Kahana
- 19 E. The owners, long-term tenants and paying guests requesting use of the Cabana
20 shall request in writing such a reservation, in advance, to the General Manager for
21 the use of the Cabana, through the resort operator, to include the dates of arrival
22 (if applicable), number of guests, and the date of requested use of the Cabana.
- 23 F. A partially refundable deposit/cleaning fee (set by the AOO and/or Resident
24 Manager and currently \$100) will be assessed and paid in advance by the
25 individual owner or paying guest. Additional fees may be charged for excessive
26 clean-up or damages. At the same time, a waiver for liability and a Host Hold-
27 Harmless Clause will be signed and filed with the General Manager. A portion of
28 the fee will be refunded after inspection by the General Manager or his/her
29 representative and agreement that the area is cleaned up and no damages were
30 sustained.
- 31 G. The General Manager will advise any group organizer of the House Rules to
32 minimize any inconvenience to other guests in the building.
- 33 H. The reserving party is responsible for cleaning up the Cabana after their personal
34 use.
- 35 I. The reserving person will enforce compliance of House Rules and the applicable
36 ordinances by the members of the group.
- 37 J. AOO designates the General Manager as a designee of the owners of Royal
38 Kahana to assist the Resort manager in the use of common elements by the group
39 members.
- 40 K. The Resort Manager will assure that the guests of the group do not cause
41 inconvenience to Royal Kahana owners at any time during the owners stay.

- 1 L. Blackout dates may occur from time to time in which the common element will
2 not be available.
- 3 M. Any group that caters any activity at the Royal Kahana must furnish the General
4 Manager with a Certificate of Workmen's Compensation, a Certificate of Liability
5 Insurance and a Post-liquor Liability Policy at the time the group contracts with
6 the caterer.
- 7 N. Approval of any activity is subject to General Manager's discretion.
- 8 O. When reservations are made, the individual making the reservation will sign a
9 Waiver for Liability and a Host Hold-Harmless Clause.
- 10 P. The serving and consumption, along with the repercussions thereof, of alcoholic
11 beverages in the cabana will be the sole responsibility of the individual(s) who
12 reserved the Cabana. The serving of alcohol to a minor will result in immediate
13 ending of function, vacating of premises and forfeiture of any deposits.

14 **XI. RULES AND PROCEDURES FOR THE USE OF THE ROYAL KAHANA FITNESS**
15 **CENTER**

- 16 A. The use of the Fitness Center is for owners, long-term tenants and resort guests
17 only.
- 18 B. The Fitness Center Reservation Form and the Waiver of Liability Form must be
19 filled out completely and signed by a resident owner, visiting owner, rental guest,
20 or long-term tenant before anyone will be permitted to use the facility. By signing
21 the Waiver of Liability Form, the signatory releases for them self the Royal
22 Kahana AOA of any and all liability connected with the use of the Fitness
23 Center and its equipment or articles contained therein.
- 24 C. No one under fourteen (14) years of age (minor) will be permitted the use of the
25 Fitness Center unless accompanied by a responsible adult who can sign the
26 Waiver of Liability Form as parent or guardian.
- 27 D. Anyone found abusing the fitness equipment, the Fitness Center, allowing others
28 to enter without permission or acting in a negligent manner will be asked to leave
29 the Fitness Center and will be barred from further use of the facility.
- 30 E. A deposit for the return of the Fitness Center key will be required. The deposit
31 will be a valid apartment key.
- 32 F. All fitness equipment shall be returned to its proper location after use and the
33 door key returned to the front desk.
- 34 G. No food or beverages other than plastic water bottles with lids are permitted in
35 the Fitness Center.
- 36 H. Smoking is not permitted in the Fitness Center.

37 **XII. GENERAL**

- 38 A. Furniture placed in common areas is for use in these specific areas and must not
39 be removed from the designated area.

- 1 B. No solicitation or canvassing will be allowed in the Building or **on the property**
2 **of Royal Kahana** at any time without the approval of the AOA Board of
3 Directors
- 4 C. Advance notice must be given to the General Manager when household goods or
5 large items of furniture are to be moved in order that the elevator can be
6 protected by pads and proper scheduling can be maintained. **All furniture, carts**
7 **or construction material shall be transported in the service elevator.**
- 8 D. Owners shall file their name, address, phone number and signature with the
9 General Manager
- 10 E. Each apartment owner shall observe and conform to these House Rules and
11 ensure that his/her licensees and invitees also observe and perform these House
12 Rules

13 XIII. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION
14 OF APARTMENT OWNERS OF ROYAL KAHANA SHALL GIVE THE AOA
15 BOARD OF DIRECTORS OR ITS AGENT THE RIGHT TO:

- 16 A. ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH
17 VIOLATION BREACH EXISTS AND TO SUMMARILY ABATE AND
18 REMOVE AT THE EXPENSE OF THE DEFAULTING APARTMENT
19 OWNER ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST
20 THEREIN CONTRARY TO THE INTENT AND MEANING OF THE
21 PROVISIONS HEREOF AND THE BOARD OF DIRECTORS OR ITS
22 AGENTS OR EMPLOYEES SHALL NOT THEREBY BE DEEMED
23 GUILTY IN ANY MANNER OR TRESPASS; OR
- 24 B. ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL
25 PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE
26 CONTINUANCE OF ANY SUCH BREACH AND ALL COST THEREOF,
27 INCLUDING ATTORNEY'S FEES, SHALL BE BORNE BY THE
28 DEFAULTING APARTMENT OWNER

29 XIV. HOUSE RULES SUBJECT TO BY-LAWS OF ASSOCIATION

30 These House Rules are expressly made subject to the By-Laws of the Royal Kahana
31 Association of Apartment Owners, and if there is now or hereafter any inconsistency
32 between these House Rules and the said By-Laws, the provisions of the said By-laws
33 shall be controlling.

34

ROYAL KAHANA
ASSOCIATION OF APARTMENT OWNERS
HOUSE RULES

(Approved June 19, 2008)

ATTACHMENT A

Rental Apartment Policy and Procedures

POLICY

Hawaiian law requires that immediately upon arrival, all Owners, Owners' Guests, and Owners' Renters, shall register with the Royal Kahana Front Desk. Any Owner that rents, barter or receives compensation in exchange for using their unit is considered by Hawaii State law as operating a business.

1. The AOA of the Royal Kahana has entered into an Agreement with the Rental Program Operator to manage its Front Desk. The Rental Program Operator shall also be known as the "Front Desk Operator".
2. Royal Kahana owners that have entered into IARA's (Individual Agency Rental Agreements) with the "Rental Program Operator" are known as "Rental Program Owners". Rental Program Owners shall follow the reservation, check-in, checkout, and other procedures agreed to in their IARA and in the AOA of Royal Kahana Front Desk Lease Agreement.
3. All owners that do not have IARA with the Rental Program Operator shall be known as "**Non-Program Owners**".
4. An owner is defined in Article I of the By-Laws of the Association of Apartment Owners of Royal Kahana Condominium Project, A Horizontal Property Regime.

**All other persons occupying an apartment are the
"Guests" of an Owner, whether paying or non-paying.**

PROCEDURES

Owners who engage in apartment rental activities or otherwise make their Apartment available to Guests shall comply with the following procedures.

1. Owners that engage in a transient rental or residential rental business shall notify the Royal Kahana General Manager, in writing either personally or through their Hawaiian Agent, of their Hawaii State Tax ID number and the name, mailing address, telephone number, and the 24-hour emergency/customer service telephone number of their licensed agent, as required by Hawaii Statute.
2. Non-Program Owners or their Rental Agents shall contract with the Rental Program Operator for check-in/check-out, and telephone services at a fee defined by the Rental Program Operator.
3. Non-Program Owners' Guests shall present identification and a valid credit card with a \$120.00 minimum credit limit in the occupant's name to the Front Desk Operator at check-in registration.
4. AOA of Royal Kahana telephone charges and any other common element expense shall be the responsibility of the Apartment Owner. The Front Desk Operator shall not be liable for these charges. The Front Desk Operator will make its reasonable best effort to collect telephone and other incidental charges from Owners and Guests. In the event that charges are not collected, the Rental

Program Operator shall forward the charges to the AOAO of Royal Kahana for collection from the unit Owner.

6. Owners, their service providers, contractors, and trades personnel, shall provide *Evidence of Insurance* (see insurance requirements) and vehicle information to the Royal Kahana General Manager through the Front Desk Operator or Agent or personally.

INSURANCE REQUIREMENTS

- A. All Owners agree to deliver *Evidence of Insurance* to the AOAO of Royal Kahana through their Agent, whether it is the Rental Program Operator or another Agent, naming the AOAO of Royal Kahana an "additional insured" and that certifies they have the minimum amounts of insurance as follows for their apartment:
 - i. Bodily Injury (including death) and Property Damage of not less than \$1,000,000 per occurrence;
 - ii. General Aggregate of not less than \$2,000,000;
 - iii. Personal injury and Advertising Injury liability of not less than \$1,000,000 per occurrence;
 - iv. Damage to Property (fire damage legal liability) of not less than \$50,000
 - v. Medical Payment of not less than \$5,000
 - vi. Excess/Umbrella insurance of not less than \$5,000,000 per occurrence/aggregate; and
 - B. Workers' Compensation insurance as required by the laws of the State of Hawaii.
7. All Owner rental agents, service providers, contractors, and trades personnel shall deliver *Evidence of General Liability, Automobile, and Worker's Compensation Insurance* to the AOAO of Royal Kahana.
 8. Nothing in this Attachment replaces the Owner's obligations to comply with Maui County ordinances and Hawaii State statutes and does not require nor obligate either the AOAO of Royal Kahana or the Front Desk Operator to assume the duties as rental agent or property manager for Non-Program Owners.