



House Rules And Regulations

As revised by the Board of Directors on November 22, 2014



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**HOUSE RULES AND REGULATIONS
FOR
THE VILLAS AT KENOLIO**

DEFINITIONS:

- “Apartment” means a condominium apartment in the Project.
- “Association” means the Association of Apartment Owners of the Project.
- “Board” means the Board of Directors of the Association.
- “By-Laws” means the By-Laws of the Association of Owners of the Project.
- “Declaration” means the Declaration of Condominium Property Regime for the Project.
- “Managing Agent” means the Managing Agent for the Project appointed by the Board.
- “Owner” means an Owner of an Apartment.
- “Project” means the Villas at Kenolio condominium project.
- “Tenant” means any person or persons renting from an Owner.
- “Occupant” means any person residing in an Apartment.
- “Facility Manager” means the On-Site Manager of The Villas at Kenolio.
- “HRS” means Hawaii Revised Statutes.

The primary purpose of these Rules and Regulations is to protect all apartment owners and other occupants and tenants and guests from annoyance and nuisance caused by improper use of the Project, and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

The Board shall be responsible for enforcing these Rules and Regulations but such responsibility may be delegated to the Facility Manger or Managing Agent by the Board. All apartment owners and other occupants, tenants and their guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not.

These Rules and Regulations supplement but do not change the obligations of the apartment owners and all occupants, tenants and their guests as set forth in the Declaration and the By-Laws pertaining to the Project. In the event of any inconsistency, the Declaration and By-laws will prevail.

A. OCCUPANCY

1. **Number of Occupants.** Occupancy of any Apartment shall not exceed two (2) persons per bedroom contained in each Apartment, except that such occupancy may be exceeded by members of the immediate family of the Owner or the Owner's tenant; provided that in no event shall the number of occupants be more than four (4) persons per bedroom in each Apartment.
2. **Sex Offender Registration.** Any person that is a convicted sex offender and wishes to be a resident of The Villas at Kenolio must register with the Facility Manager prior to occupancy. A notice containing the name and apartment number of the convicted sex offender will be posted on the property for 30 days.
3. **Use of Apartments.** The Apartments shall be occupied and used by the respective Owners thereof, their tenants and employees, and such Owners' and their tenants' family, domestic servants and guests, only for the permanent or temporary residential purposes, as otherwise permitted by law and by the Declaration.
4. **Periodic Inspections of Unoccupied Apartments.** An absent Owner of any Apartment, at such owner's expense, shall have an agent, friend or maid conduct periodic inspections of such owner's closed Apartment.
5. **Pets.** No livestock, poultry, rabbits or other animals whatsoever, including but not limited to pets as defined in HRS (141-2, 150A-5 or 150A-61), shall be allowed or kept in any part of the Property except that two pets are allowed and may be kept in an apartment but shall not be kept, bred, or used therein for any commercial, profit making, or money generating purposes, nor allowed on any common elements except in transit when carried or when being walked on a leash. No pet should be allowed to become a nuisance by its owner which should mean and include:
 1. excessive noise (barking-howling-whining)
 2. on the common elements without a leash
 3. leaving animal feces that is not picked up by its owner.
 4. any animal that acts in a threatening manner in the sole discretion of the Facility Manager or the Board of Directors

The first and second occurrences of any pet that is determined to be a nuisance will require a fine per Exhibit A, Section a. Any subsequent occurrence will necessitate the removal of the animal from the property. If the owner does not remove the animal from the property within seven calendar days of notice by the Board, Managing Agent or Manager, the Manager will permanently and promptly remove the pet from the property.

Any pet that bites or seriously injures anyone must be permanently removed from the property within 48 hours. The determination of whether an injury is serious is in the sole discretion of the Facility Manager or the Board of Directors.

Any authorized pet may be kept in an apartment on the following terms and conditions:

- a. All pets must be registered with the Manager and be 30 pounds or less in weight. In the Manager's discretion, if there is any question as to the weight of a dog, it is the responsibility of the owner to provide independent, written confirmation of the weight of the dog from the Maui Humane Society or a licensed veterinarian.

b. The apartment owner(s) and tenant(s) of an apartment with a pet shall indemnify and hold the Board, the Managing Agent and the Manager harmless from 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(s) agrees in writing to allow the apartment owner's tenant(s) to keep a pet in the apartment and a copy of that writing shall be filed with the Manager.

d. The apartment owner(s) and tenant(s) owning or having custody of a dog must:

(1) Obtain a liability insurance policy with reasonable coverage and provide a current certificate of such insurance to the Board, Managing Agent or Manager.

(2) Diligently and promptly pick up and dispose of any solid waste discharged by the dog on any walkway, open area or other part of the common elements.

e. Failure to register a pet or provide the required indemnity or certificate of insurance shall be grounds for the Board to order that the pet be permanently and promptly removed from the apartment upon notice given by the Board, Managing Agent or Manager.

f. Notwithstanding any other provision to the contrary herein, visually impaired persons may keep and/or use guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may keep and/or use signal dogs as defined in Chapter 515, Hawai'i Revised Statutes and physically impaired persons may keep and/or use service animals as defined in Chapter 515, Hawai'i Revised Statutes, in apartments and may use such dogs/animals as reasonably necessary to enjoyment of the project.

g. No pet shall be left unattended, locked out on the lanai area of a unit or tethered to shrubbery, fencing, light posts, bike rack or any other object in the common area. The first occurrence of any pet that is determined to be left unattended will require a fine. Any subsequent occurrence will necessitate the removal of the animal from the property. If the owner does not remove the animal from the property within seven calendar days of notice by the Board, Managing Agent or Manager, the Manager will permanently and promptly remove the pet from the property.

h. County of Maui Code 6.04.020 Licensing states that any dog over four months of age must be licensed. Any dog over four months of age on the property should be licensed in accordance with County law. The Association strongly suggests that all dogs have the Core Vaccinations recommended by the *American Veterinary Medical Association* which are currently: Rabies, Canine Parovirus, Canine Hepatitis and Distemper.

i. All pets that are in compliance with the existing House Rules as of June 22, 2009 in regards to the size of pets will be allowed to remain until the pet is deceased or permanently removed from the property by the owner(s) or tenants(s). All pets, including those allowed under this section, must be registered with the Manager and in compliance with all other House Rules now in force or as modified or replaced in the future.

6. Children. The owner shall be responsible for the conduct of the Owner's, tenant's, guest's and invitee's children at all times, and shall ensure that the behavior of such children is neither offensive to any occupant of the buildings nor damaging to any portion of the common elements. In any case, children twelve (12) years of age or under shall not be permitted in the recreation areas unless accompanied by an adult, 18 years or older. Children will not be permitted to play in walkways, stairways, corridors or in the parking areas.

- 7. Water Facilities.** Toilets, sinks, spas and other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks, spas or other water apparatus in an Apartment shall be repaired and paid for by the Owner of such apartment.

B. TEMPORARY OCCUPANCY

- 1. Use by Owners, Tenants and Guests.** Subject to the terms of the Apartment Deed the Declaration and the By-Laws of the Association, an Owner may lease or rent such Owner's Apartment or make it available to friends, guests, tenants or agents, but the person or persons leasing, renting or occupying the Apartment are required to abide by the intent and meaning of the Declaration, the By-Laws, and these House Rules and Regulations. The Owner shall be responsible for the conduct of all occupants, guests, tenants and agents of such Owner's Apartment. Owners who permit occupancy of their apartments by others shall convey a copy of the House Rules to the occupant(s).
- 2. Conduct of Tenants, Guests and Other Persons.** The Owner shall be responsible for the conduct of such owner's tenants, agents, employees, family members, domestic servants and guests. The Owner shall, upon request of the Board, the Managing Agent or the Manager immediately abate and terminate, at such Owner's expense, any offending situation, occurrence or condition which may exist with regard to the violation of these Rules and Regulations arising out of or related to the occupancy or use of such Owner's Apartment. If such owner is unable to control the conduct of any person whom such Owner is responsible for hereunder, to obtain compliance with the intent and meaning of the provisions of these Rules and Regulations, such owner shall, upon the request of the Board, the Managing Agent or the Manager without compensation for lost rentals or profits or any other damage resulting from such request, immediately remove such person or persons from the Project. The Owner assumes all liability for damages to the common elements or other owners, residents and guests caused by the Owner's tenants, agents, employees, family members, domestic servants and guests.
- 3. Appointment of Local Agent; Contact Information.** Owners shall be responsible for designating a local agent (a licensed or non-licensed representative) if they own only one (1) Apartment, or a licensed representative if they own multiple Apartments to represent their interest if their residence is outside of the Island of Maui or if they will be absent from the Apartment for more than thirty (30) days. Such Owners shall file with the Board, the Managing Agent or the Manager their out-of-town address and telephone number and the telephone number of their local agent.
- 4. Lease Agreements.** All rentals and leases must be for a minimum of six months and be in accordance with all of the laws of Maui County and the State of Hawaii. A copy of the rental or lease agreement MUST be filed in the office of the Manager PRIOR to the occupancy of the unit by any tenant and include a list of all occupants. Failure to provide the Manager with a copy of the rental or lease agreement prior to occupancy will result in an immediate fine of \$2,500.00.

Tenants shall file with the Manager prior to or concurrently with the commencement of any occupancy of such Owner's Apartment, the name of the registered owner, automobile model, color, make and license number of the vehicle of each person occupying such Owner's Apartment, not to exceed two (2) vehicles per Apartment. Failure to comply with the automobile registration within five (5) days of occupancy will result in a \$50.00 fine being assessed.

Owners will be assessed fines resulting from violations of their guests, tenants or agents of the House Rules, the By-Laws or the Declaration. Owners are responsible for the payment of fines. Fines are due and payable in accordance with Exhibit A of these House Rules.

Suggested occupancy is as follows: two-bedroom is limited to four persons; three-bedroom units are limited to six persons. Owners and/or their agents should notify the Manager when their units will be unoccupied for thirty (30) days or more and when they are sold. Such notices are for the protection of the current owner.

If any lease becomes month-to-month after the expiration of the initial term or any renewal term, the owner and the tenant must each notify the Manager in writing on a monthly basis that the lease will continue for an additional month.

Tenants occupying an apartment without a valid lease will be prohibited from accessing or using any common elements, including the pool and fitness center, with the exception of ingress and egress of the project, parking a registered vehicle and proceeding directly to the Apartment. In addition, to the extent possible and paid for by the Association, all utility, cable television or any other services will be terminated.

Tenants occupying an apartment with fines outstanding for more than ten calendar days will be prohibited from accessing or using any common elements, including the pool and fitness center, with the exception of ingress and egress of the project, parking a registered vehicle and proceeding directly to the Apartment. In addition, to the extent possible and paid for by the Association, all utility, cable television or any other services will be terminated.

C. COMMON AREAS, ENTRANCES AND LANAIS.

- 1. Obstruction; Uses.** The sidewalks, passages, stairways, walkways and corridors of the Project shall not be obstructed or used for any purpose other than ingress and egress. There shall be no riding of two-wheel bicycles, skates, skateboards, motorized bikes, razors or tricycles on common area sidewalks and parking areas. This includes the operating of radio controlled devices or children's battery operated mini cars and trucks.

Activities on the lawns that create a disturbance or may cause damage to the landscaping or other common elements are strictly prohibited.

- 2. Lanais – Care and Maintenance.** Owners shall be responsible for the care and maintenance of all lanais, which are included in their Apartments. Owners may not, however, paint or otherwise decorate the walls and ceilings of such lanais without the prior written approval of the same by the Board. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used.
- 3. Lanais – Furniture, Plants, etc.** Only appropriate furniture (Outdoor Patio chairs and table), small plants in containers, storage unit(s) (see next paragraph) and a propane or electric BBQ shall be used on Lanais. Any unsightly or disturbing items shall be removed upon the request of the Board, the Managing Agent or the Facility Manager.

These areas are not to be used for storage purposes of any kind unless a Black and Decker Space Rite Series Base Cabinet #C, Enviro Elements Resin Multipurpose Cabinet Model 193589 or one approved by the Facility Manager is purchased. One unit per Lanai, except where there is sufficient space for two. A second unit requires written approval from the Facilities Manager.

4. **Holiday Lighting.** Beginning the day after Thanksgiving and continuing through the end of the first week of January, reasonable decorations may be displayed on the Lanais. On the front entrance area, only a Christmas wreath or similar Christmas decoration may be displayed and only on the door or screen door. Christmas lights may be displayed only on the inside of windows and the Lanais.
5. **Laundry.** Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, and other similar items shall not be placed on lanais or within passages or in windows so as to be seen in view from outside of the buildings or from any apartment above.
6. **Plants.** All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartment lanais or the common elements.
7. **No Throwing of Objects from Apartments.** Nothing shall be thrown or permitted to be thrown from lanais, windows or other facades of the buildings. Cigarettes and matches, specifically, are fire hazards and shall not be disposed of except in proper ashtrays.
8. **Entrances.** All front entrances must remain free of any furniture or other objects with the exception of the placement, as an OPTION, of a reasonable basket or container that doesn't exceed 18"x18"x18" in size to ONLY hold footwear such as shoes, sandals, flip flops, etc. If you elect not to place a container for the shoes then you must minimize the number of shoes left on the front entrance so that it doesn't hinder access to all entrances. Screen or Security Doors are allowed as long as they are White in color and have received approval from the Board prior to purchase. Front Doors are to be closed at all times, except for ingress or egress, unless a Screen or Security door is in place.
9. **Trash Disposal.** Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle. Empty cardboard boxes must be flattened before placing in the trash bins. Owners, tenants or guests found leaving items too large for the trash bins shall be fined.
10. **Aesthetics.** No unsightliness within the public view if permitted within the Project. For this purpose, "unsightliness" indicates but is not limited to the following; laundry on the lines or reels; litter or trash containers except as specifically provided; inappropriate, broken, scarred, or offensively ugly furniture or plants on lanais or apartment; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels or similar items stored or stowed in or on walkways, lanais, entrances, stairways, corridors or other common areas; or unshaded or improperly shaded lights that create objectionable glare.
11. **Supplies or Other Goods.** No garbage cans, household or commercial supplies, excess items, or similar articles shall be placed outside any Apartment, except as the Board shall prescribe.
12. **Personal Property.** No items of personal property, including baby carriages, velocipedes, bicycles, (except those secured at the designated bicycle rack(s) on the property) surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common areas, other than within the confines of the Apartment or any designated storage areas. Articles of any kind left in any of the common areas or common elements will be removed at the owner's risk and expense at the direction of the Board.

- 13. Water Beds.** There shall be no water beds of any nature allowed in any apartment without the written approval of the Board. All apartment owners and tenants who wish to have a water bed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association of Apartment Owners as an additional insured and must display physically to the Board or Managing Agent a water proof tank in which the water bed will rest.
- 14. Garbage Disposals.** Kitchen garbage disposals shall be utilized for disposing soft food waste only. Only cold water shall be used when operating disposals. All other wastes shall be placed in the designated refuse areas.
- 15. Barbecuing.** Outdoor cooking at the permanently placed BBQ grills can commence at 10am daily and must be completed by no later than 9pm and is subject to regulation by the Board and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted. No fires or open flames shall be permitted on any apartment lanai, other than in a contained propane gas or electric barbeque while attended and in use for cooking purposes. Outdoor cooking done on the Common Area Barbeques or in the Pool area can be consumed only in the apartment or within the Pool area.
- 16. Fireworks.** No fireworks of any sort shall be set off in any part of the Project.
- 17. Common Area Furniture.** Any furniture placed in common areas is for the use in those specific areas and must not be moved there from. Only furniture, plants, signs, etc. placed upon the common areas by the Board will be allowed.
- 18. Parties, Cookouts and Similar Activities on Common Area.** No parties, cookouts or similar activities are allowed on the Common area. Such activities may only be held on the Lanais or in the Pool area.
- 19. Flooring Restrictions – Second Floor Apartments.** For all apartments located on the second floor of the residential buildings, hard floor surfaces shall be limited to the areas of the entry, the kitchen and dining area, and bathrooms, as provided in the original construction of the respective apartments. The owner of the Second Floor Apartments shall be required to utilize continuous carpet and pad over all other floor surfaces of such apartments. Those units (Units 1A, 2C, 4L, 6J, 8E, 12C, 14C, 14E) which had hard surface flooring installed as part of the original construction and under the conditions of the flooring restrictions of the contract prior to the enactment of this rule shall be exempted from this rule. If the exempted units replace more than 50% of the existing flooring after the enactment of this addendum, then they shall be bound by this provision.
- 20. Air Conditioning Units/Covers.** All wall mounted Air Conditioning Units must be screened by a white lattice cover similar in appearance to that installed during original construction. Requests for the installation of new Air Conditioning Units must be approved by the Board prior to installation.
- 21. Window Coverings.** All windows, which include the Sliding Door off of the Dining Room, must have a covering, such as blinds, shades, drapes or slats. The exterior of the window covering must be white. **Any Apartment that installed off white or beige prior to October 2003 is grandfathered.** No plants, fans, signs, etc. may be permanently placed in any window, sliding door or on the front door. Kitchen and bathroom windows are exempt from having to have window coverings, however, if covers are wanted for these windows they must be white. Tinting of any windows must be approved by the Board prior to installation.

- 22. Lanai Flooring.** Outside Lanai flooring shall be limited to original salt finish concrete flooring or approved ceramic tile used in original construction of the respective apartments. If an Owner wants to install Tiling, they must first receive approval from the Facility Manager. The Facility Manager will identify the specific product, color and grout to be used to ensure conformity within the Villas.
- 23. Lanai Solar Shades.** Lanai solar shades are for the lanai only and must be beige in color and must roll up and down. The solar shade may be rolled down from sunrise to sunset. No solar shades can be left in the down position over night. To prevent any misunderstanding of what beige is, it is suggested that a sample of the fabric be provided to the Board of Directors or their appointed representative for color approval before purchasing. Installation approval must be approved by the Board and the Facility Manager.
- 24. Signage.** No signs shall be placed anywhere in the complex including in/on windows, doors, exterior walls, the common elements (Realtor signs for open houses are excluded, as long as they are only placed on the grounds of the common elements). The only type of signs allowed within the complex are commercial signs painted or affixed to vehicles used in the pursuit of an established business. Yard Sales of any type are prohibited.
- 25. Units for Sale.** If a unit is for sale, anyone related to the sale of the unit including real estate agents, prospective buyers, appraisers and others necessary to the sale of the unit shall park only in the parking space(s) designated for that unit or in the visitor parking spaces. Fines will be issued to the owner for all violations of this section.

D. PARKING AREAS.

- 1. Filing of Resident Vehicle Information.** Owners/Tenants shall file with the Facility Manager prior to or concurrently with the commencement of any occupancy of such Owner's Apartment, the name of the registered owner, automobile model, color, make and license number of the vehicle of each person occupying such Owner's Apartment, not to exceed two (2) vehicles per Apartment. These vehicles will be provided with numbered stickers that permanently affix to the front facing side of the rear view mirror (The sticker is mandatory). If an Owner or Tenant is not willing to affix to the rear view mirror alternate parking will be required off the property. Once initial registration is completed, if any Resident changes a vehicle through a sale or through a new purchase of a vehicle the Owner will be required to provide an update of any new vehicle information immediately to the Facility Manager. Tenants must show a valid lease and will be issued stickers for only the lease period. If lease is renewed then a copy of the new lease must be provided to renew the parking stickers. Any additional vehicle must comply with Section D, Item 3 of this section.

Motorcycles, Mopeds and any other motor powered conveyances must be parked in the Owner assigned parking stall(s). These vehicles must be registered with the Facility Manager.

All vehicles parked overnight are **REQUIRED** to have a valid parking sticker.

All parking stickers and temporary parking permits must be returned to the Facility Manager upon termination of residency at The Villas at Kenolio or upon expiration of a temporary parking permit.

- 2. Assigned Parking Stalls.** Each Apartment has the exclusive right to use an assigned apartment parking stall(s) in the Project that were titled as limited common area on the condominium map

for that unit. Other residents and guests must not use any such assigned parking stall at any time without prior written permission of the Owner and prior notification to the Facility Manager.

- 3. Common Visitor Stalls.** Additional parking stalls located in the Project are available for use by all residents and guests of Apartments on a first-come, first served basis. Overnight or prolonged parking requires that the Owner/Tenant must acquire a Temporary Parking Pass from the Facility Manager to be placed on the rear view mirror, facing forward, at all times when parked in these parking stalls. The Facility Manager has the right to determine the length of time a vehicle can use these stalls for any Owner/Tenant that has more vehicles than assigned parking stalls.

Resident vehicles with valid stickers addressed in Item 1 are NOT valid for the Common Visitor Stalls for overnight parking.

- 4. Condition of Vehicles.** All vehicles parked in the Project must be in operating condition with current vehicle license and safety stickers as required by law. Any vehicle parking on the limited common elements or common elements shall not leak oil or other substance onto the pavement as this causes damage to the limited common elements or common elements and will be construed as a House Rule violation. Under no circumstances are metal/tin/aluminum pans or cardboard, etc. to be used under vehicles as a solution. If the Owner/Tenant refuses to take action then the Facility Manager acting on behalf of the Board of Directors will take action against such violators and the vehicles could be towed at the Owners expense. Other fines could be implemented as allowable by the law or these rules.

Under no circumstances will an inoperable vehicle be allowed to be towed into and parked in any parking stalls within the common areas.

NOTE: The Board and/or Facility Manager will do a thorough walk through of all parking stalls semi annually to identify any repairs required due to damage of stalls from oil and other substances. If a representative of a professional asphalt/sealing company determines that a stall has been damaged, the Owner will be given the opportunity to make necessary repairs within 30 days of initial notice by soliciting their own authorized company or by having the Board select an authorized company to perform the repairs. In all cases it will be the responsibility of the Owner to pay for such repairs. If the Owner elects to ignore the notices about the necessary repairs the Board will have no option other than to fine the Owner for not taking action and the Board will determine whether or not to proceed with the repairs and bill the Owner accordingly.

- 5. Workers and Deliveries.** When workers are performing work on an Apartment or if an Owner or other occupant of an Apartment orders deliveries of any kind, such Owner or other occupant shall advise the workers or persons making deliveries to first use their Owner parking stall(s), then a Visitor parking stall if available or, if not practical, to park on the roadway immediately adjacent to the building in which the Apartment is located.
- 6. Method of Parking.** Vehicles shall be centered and not to extend past the existing parking stall markings in parking stalls so as to allow reasonable access to vehicles in adjacent stalls or to passages. No vehicle should be parked with any objects on top or extending from the rear of the vehicle beyond the length of the vehicle so that it doesn't obstruct walkway and parking area right-a-ways.
- 7. No Impeding of Access.** No vehicles belonging to an Owner or to a member of the family, a guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent

ready access to any entrance or to any exit from the Project by another vehicle. No vehicles shall be left unattended or parked in driveways, roadways, or other than designated parking areas. Parking is not allowed in Red marked zones.

- 8. Violations.** Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a tenant, employee or guest of any Owner, the Owner shall be held responsible for payments of the towing charge. One warning notice shall be issued, either by putting a violation sticker on the vehicle or by attaching a "wheel immobilizer" to one of the tires to make the vehicle inoperable. Any further violation will result in towing at the Owner's expense.

The Board of Directors, the Association, the Managing Agent or the Facility Manager will be held blameless and free from any liability for any inconvenience to the vehicle owner, damage to the vehicle from immobilization, towing, or monetary losses.

- 9. Washing and Cleaning of Vehicles.** Washing and cleaning of vehicles includes those activities such as vacuuming and polishing of vehicles that requires an electrical cord to complete those tasks. If vacuuming and polishing of vehicles can be accomplished without an electrical cord then those tasks can be done at your assigned parking stalls. Under no circumstances are Visitor parking stalls to be utilized for these activities.

Washing and cleaning of vehicles is only to be done at the assigned area adjacent to the Maintenance Building of the Facility Manager. The car wash area is for use only by residents and only for registered vehicles with current parking passes. Vehicles that have excessive mud must have it removed prior to bringing it on to the property. It is the responsibility of the Resident to clean up the area thoroughly before leaving the area.

- 10. Repairs.** Extensive repairs of a motor vehicle (Tune-ups, oil changes, etc.) boat, surfboard or other equipment and storage of property shall not be permitted in any parking stall or in any visitor parking stall, driveway, roadway or other areas of the common elements of the Project.
- 11. Other Use Prohibited.** Trailers, boats or abandoned or non-operating vehicles shall not be parked or stored in the parking areas.
- 12. Observance of Signs.** All drivers of vehicles in the Project shall observe and comply with any traffic signs posted in the Project.
- 13. Responsibility for Damage.** Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage.
- 14. Speed Limits.** The official speed limit within The Villas at Kenolio is 5 MPH.
- 15. Car Covers.** Car Covers may only be used in Owners Assigned Parking Stalls. The Facility Manager has the right to remove any Car Cover that is not properly secured that may cause damage to nearby vehicles or is a safety concern within the common elements.
- 16. Excessively Noisy Vehicles.** In the sole discretion of the manager or the Board of Directors, vehicles that are excessively noisy will be banned from the property until such time that the noise level of the vehicle is no longer excessive. Vehicles without mufflers or vehicles with defective mufflers shall have 72 hours to repair the vehicle. After 72 hours, the vehicle will be banned from the property until such time that the noise level of the vehicle is no longer excessive.

E. NOISE AND NUISANCES

1. No nuisance shall be allowed in the Project nor shall any use or practice is allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other owners or occupants.
2. Owners and other occupants of the Apartments and their employees shall avoid unreasonably excessive noise of any kind at any time shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Apartments which unreasonably interferes with the rights, comforts and conveniences of other occupants or Residents.
3. No workmen will be allowed in the buildings before 8:00 am or after 7:00 pm, except in an emergency.
4. Radios, televisions, stereos, etc., in the Apartments must be played at reduced volume after 10:00 p.m. and before 10:00 a.m.
5. When guests of any Apartment are leaving at night or before 7:00 a.m., noise shall be kept at a minimum.
6. Excessive noise at any time should be reported to the Facility Manager, who will take appropriate action.
7. The use of profane or abusive language will not be tolerated within the Project. Any person using such language shall leave the common elements of the Project upon the request of the Managing Agent, Facility Manager or other employee or representative of the Board of the Association.

F. RULES FOR THE POOL AND SPA

NOTE: THERE ARE NO POOL ATTENDANTS OR LIFEGUARDS ON DUTY. ALL USERS OF THE POOL AND SPA DO SO AT THEIR OWN RISK.

1. Swimmers must shower before entering the pool from outside the pool area.
2. All suntan oil, dirt, and other such materials must be removed before entering the pool area.
3. Residents and guests may use the pool between the hours of 9:00 a.m. to 10:00 p.m. or such hours as determined by the Board.
4. Children under twelve (12) years must at all times be under the pool side supervision of an adult, 18 years or older.

NOTE: it is recommended that children 2 and under not be taken into the Spa.

5. Persons having open sores and wounds or communicable diseases are not allowed in the Pool or Spa.
6. Proper swim wear must be worn by all persons swimming in the pool. No cut-offs or street clothes will be permitted in the pool. All non-potty trained children shall be required to wear appropriate "swimming diapers" with elastic bands per the Maui Board of Health.

7. Spitting, blowing one's nose in the pool area is strictly prohibited.
8. NO DIVING, JUMPING AND RUNNING into the Pool or Spa is allowed. In addition, no horseplay is permitted within the Pool, Spa and adjacent areas.
9. Splashing of water other than the accompanying normal swimming is not permitted.
10. No Toys of any kind are allowed in the Pool or Spa. Hard objects such as Footballs, Frisbees, Sticks, and floating objects such as air mattresses, floating chairs, large floating toys, SCUBA/Diving equipment etc. shall not be allowed in the pool at any time. Flotation devices such as water wings, life vests or similar objects shall be allowed in the pool with their use restricted for the purpose of swimming aids or personal flotation devices. These devices must be under the control of the user at all times.
11. No two-wheel bicycles, skates, skateboards, motorized bikes, razors, motorized scooters, tricycles, remote controlled devices or battery operated mini cars or trucks, etc. will be allowed inside the gated area of the Pool, Spa and Fitness Center.
12. All bicycles that are secured at the designated bicycle rack require owners and/or tenants to register their bicycle with the Manager. A decal will be placed on the bicycle similar to the vehicles so that the Manager can determine ownership of each bicycle. If the registered bicycle falls into disrepair, the Manager will provide the owner or tenant 30 days notice to make necessary repairs or the bicycle will be removed from the bicycle racks.
Section 12 was approved at the Board of Directors meeting held on December 18, 2007.
13. No glass or other breakable material will be permitted anywhere inside the gated grounds of the Pool, Spa and Fitness Center area. Food and beverages of any type are not allowed IN the Pool or Spa.
14. The introduction of metal, sand, stones, rock, toys or other foreign matter of any kind into the Pool or Spa by anyone, which could result in the pool pump malfunction, will result in immediate eviction from the Pool, Spa and Fitness Center area.
15. All persons shall comply with the request of the Managing Agent, Facility Manager or other employee or representative of the Board or the Association in respect to matters of personal conduct in and about the Pool, Spa and Fitness Center area.
16. No pets are allowed within the gated pool area.
17. Intoxicated persons are not permitted to use the pool area.
18. No jumping the fence or leaving the gate open.
19. Anyone violating the above rules may be asked by the Facility Manager, Board or its' representatives to leave the Pool, Spa or Fitness Center area.
20. No Marco Polo type loud games allowed.
21. No paid swimming instructors are allowed to provide swimming instructions.

22. No activity which could cause damage to pool, lawn, furniture, foliage, exercise equipment etc. is permitted.

G. RULES FOR THE FITNESS CENTER

NOTE: There are no attendants on duty. Use of all equipment is at your own risk.

1. **The Fitness Center is open from 5:30 a.m. to 10:00 p.m. No one under the age of fifteen (15) is allowed to enter the Fitness Center.** Only Residents USING the equipment are allowed in the Fitness Center.
2. Radios, including CD's, must be played softly so as not to disturb our neighbors or residents utilizing the surrounding Spa, Pool and Grounds area.
3. No spitting or blowing ones nose on the floor.
4. After using the free weights, please return them to the free weight rack.
5. Last one out please shut off the radio; turn off the lights and fan, close the door and lock the screen.

Lights in the Pool area and Fitness Center will go off automatically at 10:00 p.m.

Fines will be issued to anyone in the area between 10:00 p.m. and 5:30 a.m.

All persons shall comply with the request of the Facility Manager, Managing Agent, the employees, the Members of the Board and its representatives with respect to matters of conduct and compliance with the Rules of the Pool, Spa and Fitness Center.

6. The Fitness Center will be cleaned and sanitized every morning. The times of the cleaning will be posted but may vary.

H. RULES FOR THE RESERVATION OF GRILLS & TABLES IN THE POOL AREA

1. A Pool Pass holder is allowed to bring up to 12 guests (including the holder, family and friends) into the pool area without prior approval. SEE ITEMS 4 THRU 9)
2. A Pool Pass holder may bring up to 20 guests (including the holder, family and friends) into the pool area provided he/she has completed the appropriate request form and received approval from the Facility Manager at least one week in advance. Fees and a deposit may apply. Parties of 13-20 guests are allowed only once each month. Special fees, deposits and restrictions apply. SEE ITEMS 4 THRU 9
3. A Pool Pass holder may bring more than 20 guests (including holder, family and friends) into the pool provided he/she has completed the appropriate request form and received approval from the Facility Manager at least two weeks in advance. Fees and a deposit may apply. Special fees, deposits and restrictions apply. SEE ITEMS 4 THRU 9

4. A Pass holder may reserve ONE (1) table and grill up to eight (8) **weeks in advance**. **The normal period for a reserved table/grill is three hours**. The reservation periods are:
 - 9:00 am to 11:45 am
 - 12:00 pm to 2:45 pm
 - 3:00 pm to 5:45 pm
 - 6:00 pm to 9:45 pm
5. To make a reservation for a Table and Grill, see Don Blackwelder, Facility Manager at least 24 hours in advance.
6. Reservations may be made up to eight (8) weeks in advance. Any Resident who fails to keep his/her reservation without canceling the reservation will have all future existing reservations canceled.
7. It is the responsibility of the Pass holder to leave the table on time, clean the table, grill and grounds around the table. Please be considerate of the next group who will be using the grill and table.
8. The Picnic Table and Grill Reservation List for the current and following week will be posted each week on the Bulletin Board by the Rest Rooms.
9. Any Reservation Time Period not reserved on the current day may be used on a first come first served basis by any resident.

Note: Do not bring into the pool area; grills, tables or chairs without prior permission from the Facility Manager.

Failure of the Pass holder to satisfy his/her responsibility as outlined above could result in FINES, LOSS OF POOL PASS AND POOL PRIVILEGES.

I. RULES FOR THE KAYAK RACK

1. The Kayak Rack is intended for watercraft such as sit-on-top kayaks, long boards, and stand-up paddle boards. The current rack is not designed for OC-1's or OC-2's.
2. Spaces in the Kayak Rack will be prioritized on a first-come, first serve basis as follows:
 - a. First priority for space in the Kayak Rack is to the owners at The Villas of Kenolio.
 - b. Second priority for space in the Kayak Rack is to tenants based on their length of residency at The Villas at Kenolio. All tenants must have a valid lease and be named on the lease to rent space in the Kayak Rack. Upon termination or expiration of a lease, the space in the Kayak Rack being used by the tenant is immediately terminated and the tenant forfeits their space and any monies paid for the rental of the space. The tenant will have ten days to retrieve their kayak or board upon termination or expiration of their lease.
 - c. If there are no open spaces in the Kayak Rack, prospective users of the Kayak Rack may ask to be put on a wait list to be maintained by the Manager. Owners will have the first priority on the wait list in the order of their request. Tenants may request to be put on the

wait list and will be awarded a space in the order of their request after all owner requests have been fulfilled.

3. Space is limited to two boards or two kayaks, or any combination thereof, per Villas of Kenolio unit, unless rack vacancies exist. If empty spaces in the Kayak Rack become available and there is no one wait listed, an owner or tenant may make a request to rent any "Extra Spaces" on a month-to-month basis. Upon notification from the manager that another unit owner or tenant has requested space in the Kayak Rack, owners and/or tenants must relinquish their "Extra Space" as of the end of that month.
4. Vacant spaces will not be held more than 30 days unless the Kayak Rack user can demonstrate that a kayak or board is on order or en route. However, if there is increased demand for space in the rack, the limit reverts to two spaces per Villas at Kenolio unit. Spaces cannot be sublet.
5. All users of the Kayak Rack must complete and sign the Kayak Rack Rental Agreement form available from the Facility Manager.
6. The Villas at Kenolio AOA is not responsible for any loss or damage that may occur to any kayak or board while stored in the Kayak Rack. Storage space renters are encouraged to provide their own insurance and are responsible for the security of their equipment within the Kayak Rack.
7. Access to the Kayak Rack is from sunrise to 9:30 p.m. The Villas at Kenolio places a premium on courtesy and quiet time. Please respect your neighbors while accessing your equipment. Hours of access may be modified at any time, without notice, by the Villas at Kenolio Board of Directors.
8. Fees for using the Kayak Rack shall be determined by the Board of Directors. If any fees are not paid within 30 days of the expiration of the Kayak Rack Rental Agreement, the kayak or board in the assigned space will be removed and sold or donated. The Manager will attempt to notify the last known kayak or board owner prior to removal. The owner of any kayak or board that is removed for non-payment of fees hereby indemnifies and holds harmless the Manager, the Board of Directors and the owners of The Villas at Kenolio and accepts total responsibility for any losses associated with the removal of a kayak or board for non-payment of fees.
9. The Villas at Kenolio AOA reserves the right to terminate the Kayak Rack Rental Agreement at any time for any reason. Any unit that is delinquent by 30 days or more in payment of their maintenance fees, will have the Kayak Rack Rental Agreement terminated immediately for the owner or tenant of that unit with no refund of the unused portion of the fees they have paid for space in the Kayak Rack. Once maintenance fees are no longer delinquent, a request for space in the Kayak Rack may be made and will be subject to the priority stated in Section I.2. above.

J. BUILDING MODIFICATIONS

1. Except as permitted by the Declaration, no structural changes of any type shall be permitted either within or without an apartment.
2. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings or the exterior door of any apartment (other than the apartment number), nor shall anything be projected out of any window or off any lanai.

3. No projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the buildings.
4. In the event that an Owner shall, after securing and complying with all approval requirements, install an air conditioning unit on the ground floor lanai area, such Owner shall also pay for the installation by and through the Association of plantings which shall effectively screen from view such air conditioning units.
5. All repairs of internal installations within each Apartment such as water, light, gas (if any), power, sewerage, telephone, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belong to such Apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such Apartment shall be at such Owner's expense.
6. No Owner or occupant shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the buildings or protruding through the walls, windows or roof thereof.
7. Nothing shall be allowed, done, or kept in any apartment or common element which will overload or impair the floors, walls or roof of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board or the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
8. No awnings or other projections shall be attached to the lanais or outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board.
9. No rugs or other objects shall be dusted or shaken from lanais or windows of the Project or cleaned by beating or sweeping on any hallways, walkways, or other exterior part of the Project.
10. No private radio, television or other outdoor antenna will be erected or installed on or anywhere within the Project.
11. Except as permitted by the Declaration or By-Laws, no alteration or addition to the common elements may be made.

K. EMPLOYEES OF THE ASSOCIATION

1. Maintenance employees of the Association are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance, upkeep and repair of the common areas. Accordingly, and in the common interest, every owner, occupant or guest is to do their respective part in abating unsightliness within the Project to the fullest practicable extent.
2. Maintenance employees of the Association are under the sole direction of the Board. During the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant, tenant or guest.
3. No maintenance employees shall be asked by an Owner, occupant, tenant or guest to leave the common elements.

4. Cleaning and maintenance of Apartments, and limited common elements appurtenant thereto, including all private entries, private outdoor courts, lanais, and windows, is a responsibility of the respective owners, occupants, tenants or guests of each Apartment.

L. HAZARDS

1. The parking areas or other common elements (other than specifically designated recreational areas) shall not be used for recreational activities of any kind. Owners are responsible to assure that minors are appropriately supervised at all times.
2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
3. No activity shall be engaged in and no substance introduced into or manufactured within the buildings and might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings within the Project.
4. Speeds in excess of five (5) miles per hour will not be permitted within the Project. All residents and guests must obey any speed limits and other traffic regulations promulgated by the Board.
5. All residents and guests shall remain outside of any fenced, posted, or otherwise designated construction areas, and any other areas in which construction or other work is being performed.
6. No electrical extension cords are to be extended past the front entry way or beyond any rear Lanai.
7. Absolutely no climbing is permitted on the trees, planters, fencing, gates or the exterior of any buildings on the property.

The area adjacent to Buildings 2, 3, 4, 5, 6, 7 and the Maintenance Building/Pool Area and owned by the Association, commonly referred to as the “Gulch”, is considered a “No Trespassing” zone and off limits to ALL owners, tenants and guests as well as all other person(s) not living on the property. The only exceptions are for employees and independent contractors who are required to perform maintenance in the “Gulch”. Independent contractors must be approved by the manager prior to entering the “Gulch”. Individuals in violation of this section will be fined under the current House Rule guidelines established in Section M “Violation of these Rules”, Item 4 - Fines.

M. GENERAL RULES AND REGULATIONS

1. No solicitation or canvassing will be allowed in the buildings or on the common areas at any time.
2. The Facility Manager or Managing Agent is not required to give access to Apartments without the written permission of an Owner, or responsible tenant or other occupant; provided, however, that as provided in and subject to the provisions of the Declaration and By-Laws, (a) the Managing Agent shall give each mortgagee of an Apartment or any interest therein and its agents

access through the common elements for the purposes of passage to any Apartment on which such mortgagee holds a mortgage, and (b) the Manager or Managing Agent will provide access to Apartments in the Project, to the appropriate Parties for maintenance and repair, or in the case of emergency.

3. Each Owner shall file the name, address, phone number of each person occupying such Owner's Apartment with the Managing Agent or Facility Manager upon purchasing and/or taking occupancy of an Apartment, and shall furnish the Board, Facility Manager and/or the Managing Agent with such other reasonable information as shall be requested from time to time.
4. Each owner shall observe and perform these Rules and Regulations and shall ensure that such Owner's tenants and their respective family members, domestic servants and guests also observe and comply with the Declaration, By-Laws and these Rules and Regulations. Each Owner is responsible for the observance of all Rules and Regulations by each person occupying such owner's Apartment and by each invitee thereof. Rules and Regulations apply at all times; therefore there is no grace period allowed unless the Board of Directors provides authorization. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees, upon demand by the Board of the Managing Agent.
5. Each Owner, tenant, occupant and guest shall assume full responsibility for protecting their Apartment and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.
6. If the immediate service of the County of Maui Police Department, the Fire Department, the paramedics, and Ambulance or Doctor is required, the desired agency or person should be called directly. Telephone numbers for such services are available from the Facility Manager. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Facility Manager or the Managing Agent.

N. VIOLATIONS OF THESE RULES

1. **Rights of Board or Managing Agent.** The violation of any Rules and Regulations adopted by the Association shall give the Board or the Managing Agent the right to:
 - a. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board or the managing Agent shall not thereby be deemed guilty in any manner of trespass.
 - b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting Owner.
2. **Owner Responsibility.** The full authority and responsibility of enforcing these Rules and Regulations may be delegated to the Managing Agent or Facility Manager by the Board. All owners, tenants, occupants and their guests shall be bound by these Rules and Regulations and by the rules of reasonable conduct whether covered by these Rules and Regulations or not. Owners and tenants will be responsible for their guests' observance of all Rules and Regulations. In the event expenses are incurred due to violations of these Rules and Regulations by an Owner's tenants, guests or licensees, the Owner shall be responsible for payment of same.

3. Reporting Violations and Damages.

a. All corrective actions regarding violations of the Rules and Regulations and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Board or the Managing Agent.

b. Damages to the common elements or common areas shall be surveyed by the Board or the Managing Agent at the direction of the Board 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, any apartment owner for damages caused directly or indirectly by his tenants or employees, or such apartment owner's or his tenants' family members, domestic servants or guests.

4. Fines

A schedule of fines was established effective November 1, 2004 per the HRS 514A, 82a, 2, 18 laws regarding condominium associations and per language existing in Article X, Section 1 of the current By-Laws of the Association of Owners of the Villas at Kenolio.

See Exhibit A attached to House Rules.

O. AMENDMENTS

These rules and Regulations may be amended only by a majority of the Board at a duly called meeting of the Board of Directors.

EXHIBIT A

Resolution of the Board of Directors of the
Association of Apartment Owners of the Villas at Kenolio
Adopting a Schedule of Fines for Violations of the
Declaration, By-Laws, and House Rules

Dated: November 1, 2004

Modified: June 22, 2009

WHEREAS, HRS 514A 82a, 2, 18 requires condominium associations to provide for a schedule of fines to enforce their rules and By-Laws of the Association of Apartment Owners of The Villas at Kenolio Article 4, Section 1 (1), give the Association's Board of Directors the power to take action against apartment, their tenants, and anyone else using the apartment at the project for violations of the Declaration, By-Laws, and House Rules of the Association; and

WHEREAS, in accordance with the power, the Board has decided to: (i) adopt a schedule of fines to be imposed for violations; (ii) gives the managing Agent the power to impose fines in accordance with the schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's Declaration, By-Laws, or House Rules (the project documents) by apartment owners, their tenants, family members, guests, employees, or anyone else using the project.

RESOLVED FURTHER, the Board deems apartment owners to be responsible for payment of any fines imposed with respect to their apartment, or as a result of the actions of the owners, tenants, family members, guests, agents, or employees.

Amount of Fines

a. **Violations that by their nature or consequence cannot be undone** (example. a. jumping over the pool fence, b. any pool rule, c. committing any act that the offender has been forbidden to do within the Association's Declaration, By-Laws, or House Rules etc.)

First offense - \$50.00 and loss of privilege associated with violation for 7 days, if applicable.

Second offense - \$100.00 and loss of privilege associated with violation for 14 days, if applicable.

Third offense - \$200.00 and loss of privilege associated with violation for 30 days, if applicable.

Fourth and subsequent offenses - \$250.00 and loss of privilege associated with violation for 180 days, if applicable.

EXHIBIT A (CONTINUED)

b. **First offense** – a verbal warning given to the offender.

Second offense – a written citation given or sent to the offender and Apartment Owner and a \$50.00 fine assessed against the Owner.

Third offense – a written citation given or sent to the offender and Apartment Owner and a \$100.00 fine assessed against the Owner.

Fourth and subsequent offenses – a written citation given or sent to the offender and Apartment Owner and a \$200.00 fine assessed against the Owner.

c. **Violations of Section B, Item (4) – Temporary Occupancy will be assessed a fine of \$2,500.00**

d. The record of violations and the fine schedule shall be expunged after one year from the expiration of each violation with the exception of violations noted in (a) above, which shall be expunged after two years from the expiration of each violation.

The Board may delegate its authority to impose fines to the Managing Agent. The Board may delegate its authority to the Association's Facility manager to issue citations.

e. The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal as described in Article X, Section 1 of the By Laws. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the notice of appeal.

f. Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an Owner's Apartment. Unless the Board votes to reduce, suspend or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense which is the subject of the appeal.

Miscellaneous

The schedule of fines shall be provided to all owners and residents of the project and shall be attached as an exhibit to the Association's House Rules. The Board reserves the right to establish a new schedule of fines at any time.

Nothing contained in this section (resolution) shall be interpreted to prevent or delay the Board, the Managing Agent or the Facility Manager from enjoining, abating, removing or remedying any violation or breach which may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any apartment owner.

County of Maui, State of Hawaii

Code of Ordinances

6.04.020 - Licensing.

- A. No person shall own, keep, or harbor any dog over four months of age within the County unless such dog is licensed. The provisions of this section do not apply to animals owned by a licensed research facility or held in a veterinary medical facility or government operated or licensed animal shelter.
- B. Application for a license must be made within thirty days after obtaining a dog over four months of age, except that this requirement will not apply to a nonresident keeping a dog within the County for no longer than sixty days.

Application for a dog license shall be made to the licensing authority. Applicants shall present picture identification and provide the licensing authority with the name, breed, color, age and sex of the dog. If any dog is certified as a guide, signal, or service dog, such certification shall be indicated. Applicants also shall present a veterinarian's certificate certifying that the dog has been neutered and pay the prescribed licensing fee.

- C. The licensing period shall be for two years. License renewal may be applied for within sixty days prior to the expiration date in accordance with section 143-3 of the Hawaii Revised Statutes, as amended. New residents must apply for a license within thirty days of establishing residence.
- D. A license shall be issued after payment of a fee as provided for in the annual budget ordinance of the County for each unneutered dog and for each neutered dog. Persons who fail to obtain a license as required within the time period specified in this section will be subjected to a delinquent fee as provided for in the annual budget ordinance of the County.
- E. License fees may be waived by the licensing authority for government-owned dogs used for law enforcement. All other licensing provisions shall apply.
- F. Upon acceptance of the license application and fee, the licensing authority shall issue a durable license tag including an identifying number, year of issuance, city, county and state. The fee for the tag shall be as provided for in the annual budget ordinance of the County. The license tag must be attached to the collar of the dog and worn at all times, except when the dog is actively engaged in hunting. The license tag is not transferable. The licensing authority shall maintain a record of all licenses issued, and such records shall be available to the public.

(Ord. 2578 § 3, 1997; Ord. 1503 § 1, 1985; Ord. 1482 § 2 (part), 1985)

**American Veterinary Medicine Association
Vaccination Recommendations for Dogs**

Vaccines are divided into two classes. **'Core' vaccines for dogs are those that should be given to every dog.** 'Noncore' vaccines are recommended only for certain dogs. Whether to vaccinate with noncore vaccines depends upon a number of things including the age, breed, and health status of the dog, the potential exposure of the dog to an animal that has the disease, the type of vaccine and how common the disease is in the geographical area where the dog lives or may visit.

The AVMA Council on Biologic and Therapeutic Agents' Report on Cat and Dog Vaccines has recommended that the core vaccines for dogs include distemper, canine adenovirus-2 (hepatitis and respiratory disease), canine parvovirus-2 and rabies.

Noncore vaccines include leptospirosis, coronavirus, canine parainfluenza and *Bordetella bronchiseptica* (both are causes of 'kennel cough'), and *Borrelia burgdorferi* (causes Lyme Disease). Consult with your veterinarian to select the proper vaccines for your dog or puppy.

Component	Class	Efficacy	Length of Immunity	Risk/Severity of Adverse Effects	Comments
Canine Distemper	Core	High	> 1 year for modified live virus (MLV) vaccines	Low	
Measles	Noncore	High in preventing disease, but not in preventing infection	Long	Infrequent	Use in high risk environments for canine distemper in puppies 4-10 weeks of age
Parvovirus	Core	High	> 1 year	Low	
Hepatitis	Core	High	> 1 year	Low	Only use canine adenovirus-2 (CAV-2) vaccines
Rabies	Core	High	Dependent upon type of vaccine	Low to moderate	
Respiratory disease from canine adenovirus-2 (CAV-2)	Noncore	Not adequately studied	Short	Minimal	If vaccination warranted, boost annually or more frequently
Parainfluenza	Noncore	Intranasal MLV - Moderate Injectable MLV - Low	Moderate	Low	Only recommended for dogs in kennels, shelters, shows, or large colonies; If vaccination warranted, boost annually or more frequently
Bordetella	Noncore	Intranasal MLV - Moderate Injectable MLV - Low	Short	Low	For the most benefit, use intranasal vaccine 2 weeks prior to exposure
Leptospirosis	Noncore	Variable	Short	High	Up to 30% of dogs may not respond to vaccine
Coronavirus	Noncore	Low	Short	Low	Risk of exposure high in kennels, shelters, shows, breeding facilities
Lyme	Noncore	Appears to be limited to previously unexposed dogs; variable			