



# Kaimala Marina

## House Rules with Modification Guidelines

Effective December 1, 2001



# Kaimala Marina

## Emergency And General Telephone Numbers

All Emergencies: Fire, Ambulance, Police		911
Resident Manager	Office	395-6454
	Fax	396-3396
Managing Agent	Office	832-3232
Touchstone Properties	Fax	832-3200
Ace Towing 1040 Makepono Street, Sand Island		847-7811
Hawaii Kai Post Office 7040 Hawaii Kai Drive		831 -3434
Hawaii Kai Public Library 249 Lunalilo Home Road		397-5833
Hawaii Kai Marina Association 377 Keahole Street, Suite DIG		396-2469
Bulky Item Pickup		523-4685
Salvation Army		522-8411
Goodwill Industries		834-1017

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## I. INTRODUCTION.

**The Goal of the Association is to facilitate harmonious living at the complex. Please, therefore, take the time to read and understand these important and binding House Rules.**

The Association of Apartment Owners of Kaimala Marina ("Association") is a condominium association organized pursuant to Chapter 514A of the Hawaii Revised Statutes ("HRS"). These House Rules are authorized by Article V, Section 4, of the By-Laws of the Association of Apartment Owners of Kaimala Marina ("By-Laws").

These House Rules form part of the project documents which govern the Association. The Declaration of Horizontal Property Regime of Kaimala Marina is superior to the By-Laws and to these House Rules. The By-Laws are superior to these House Rules. In the event of a conflict, the superior document controls.

These House Rules serve to assist the Board of Directors ("Board") regarding the operation and use of the common elements and limited common elements. Strict compliance with the provisions of the Declaration, the By-Laws and these House Rules is required by law (HRS§514A-88).

The Association employs a Resident Manager, who is given discretion to enforce these House Rules. Other personnel, such as security officers, may also be employed to assist in the enforcement effort.

Some House Rules are written in general terms. For example, nuisances of every kind and/or nature are prohibited; and broad prohibitions of that type may apply to a variety of circumstances.

Condominium living requires that community interests take precedence over some personal preferences at times. It is important, therefore, for residents to understand that the Association enforces rules for the benefit of the community as a whole, and that conduct, which might be acceptable in a neighborhood of single family dwellings, might be inappropriate here.

State law and project documents provide that members are responsible for the costs of enforcement. For example, HRS §514A-94 provides that: "All costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the association (for collecting delinquent assessments, foreclosing a lien or enforcing the project documents) against an owner, occupant, tenant...or any other person...shall be promptly paid on demand to the association by such person." By-Laws Article V, Section 5, is to similar effect.

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## II. DEFINITIONS.

Apartment Owners. The owner of record of any apartment.

Residents. All persons living at Kaimala Marina, including (without limitation) Apartment Owners, Assignees, Sub-lessees or Tenants.

Non-Resident Owners. Absentee Apartment Owners living away from Kaimala Marina.

Agents. Any real estate broker, corporation, firm or individual empowered to act on behalf of any Apartment Owner.

Guests. Persons who reside in or visit the premises for a period of time at the invitation of a Resident.

Managing Agent. The management firm appointed by the Board of Directors, whose responsibilities and duties are outlined in your By-laws.

Resident Manager. The person employed by the Board residing in the Project and authorized by the Board of Directors to exercise all on-site functions of the Board, including enforcement of the House Rules.

Premises. "Premises" means the entire condominium project, consisting of apartments, common elements and limited common elements.

Common Elements. "Common elements" is defined in Section A.2. of the Declaration and includes, among other things the land, foundations, load-bearing walls, roofs, yards, grounds, landscaping, driveways, common utility facilities, resident manager's apartment, guest parking stalls, and swimming pool.

Limited Common Elements. "Limited Common Elements" is defined in Section A.3. of the Declaration and includes, among other things, parking stalls, stairways, and storage lockers.

## III. GENERAL.

- A. Emergencies. If the immediate services of the Police Department, the Fire Department, an ambulance or a doctor are required, the desired agency or person should be called directly. The Resident Manager or the security officer on duty should be notified if emergency personnel are called to the project. Any emergency, particularly flooding, fire, theft, etc, should be brought immediately to the attention of the Resident Manager or the security officer on duty.
- B. These House Rules shall be interpreted to comply with any and all applicable laws.

- C. These House Rules apply to all persons who enter upon and/or use Association property in any way. This includes, but is not limited to, apartments owners, tenants, guests and all others who reside at or come to the Kaimala Marina premises ("Project") for any reason.
- D. All persons are responsible for their own conduct. Apartment owners are responsible for the conduct of their guests and all other persons whom they invite, permit or suffer to reside with them and/or to come onto the Project. Parents are responsible for the conduct of their children. Conduct includes violations.**
- E. Every person responsible for any conduct shall:
- (a) be jointly and severally liable to the Association for; and
  - (b) defend, indemnify and hold the Association harmless from and on account of; any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any or nature whatsoever, arising out of, related to or connected with the conduct. Other rules herein which are to similar effect are supplementary. They shall not be interpreted to limit, diminish or alter the generality or application of this rule.
- F. The Association shall be entitled to enforce these House Rules against any person to whom they apply.
- G. The terms and provisions of Chapter 514A HRS, the Declaration and the *By-Laws* are incorporated herein by reference. The persons to whom these House Rules apply are responsible for reading and understanding those documents which are available for review at Resident Manager's office.
- H. Requests for exemptions from compliance with the project documents and/or for accommodations permitted or required by the Fair Housing Act and/or by other applicable laws may be presented to the Managing Agent or the Board.
- I. The Resident Manager serves as an agent of the Board with respect to the enforcement of the project documents. Any violation of these House Rules should be promptly reported to the Resident Manager.
- J. If any of these House Rules are void and/or unenforceable, in whole or in part, then the remainder of the rules shall remain in full force and effect.
- K. The Board is entitled to exercise its reasonable discretion in considering and deciding whether to grant or deny any approval or consent which is permitted or required.
- L. These House Rules may be interpreted and/or amended by the Board from time to time.

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- M. The enumeration of specific rules shall not be construed to limit, diminish, alter or otherwise affect: 1) the rights, remedies and/or powers of the Association, the Board, the Managing Agent and/or the Resident Manager; or 2) any other obligation of any person to whom these rules apply.

#### IV. REGISTRATION AND IDENTIFICATION

- A. All persons who will occupy an apartment for more than one week shall complete registration process prior to commencing occupancy. The registration process shall consist of such requirements as the Board may set from time to time, including, but not limited to, receipt of the House Rules, completion of registration forms (for people, pets and vehicles) and receipt of vehicle decals.
- B. Any person who is not required to complete the registration process may only use the common elements (other than for ingress and egress to or from an apartment being visited) if the person is physically accompanied by a registered resident.
- C. All persons are required to identify themselves, by name, apartment number and, if applicable, name of resident host, to Resident Manager or security personnel.
- D. Any unregistered person who is unaccompanied by a registered resident shall leave the Project or return to the host's apartment upon request of Resident Manager or security personnel.
- E. Any person who is required to complete the registration process shall report any change in status to the Association, and provide verifying documentation, within thirty (30) days of such change. For example, changes of marital or ownership status, changes in occupancy, change of vehicle or other relevant information shall be reported.
- F. Any person who is required to complete the registration process shall notify the Resident Manager at least seven (7) days in advance of any absence from the Project for a period in excess of fourteen (14) days, including in the event of a permanent departure. This requirement may be waived in the event of an emergency.                   «
- G. Houseguest Policy: All residents must inform the Resident Manager if a guest will be occupying the apartment.
1. All residents must register their houseguests with the Resident Manager and provide dates of occupancy.
  2. Houseguests and their families shall be subject to compliance with the Association's governing documents and all House Rules.
  3. Guest Parking: See section on parking.

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## V. RULES PERTAINING TO APARTMENTS

### A. Use, Maintenance and Repair.

1. Privacy areas, balconies and exteriors shall present a clean, neat, uncluttered, uniform and attractive appearance; and shall not be used as general storage areas.
2. Objects or things visible from the common elements or the marina, which the Resident Manager determines to be unsightly, shall be removed upon written request from the Board.
3. Nothing shall be hung from or within apartments, privacy areas or balconies, if visible from the common elements or the marina, except such plants as are provided for hereinafter, unless written permission is first obtained from the Resident Manager. Among other things, the hanging of rugs, clothes and/or laundry may not be displayed in public view.
4. No rugs or other objects shall be dusted or shaken from lanais or balconies.
5. Window coverings of any type (such as, for example, drapes curtains or blinds) shall be neutral in color when viewed from the common elements or the marina. Torn, worn or frayed window coverings shall be replaced.
6. Plastic sheets placed on wooden beams above the lanai areas are prohibited. (See By-Laws)
7. No carpeting, astroturf or other covering shall be placed on the exterior wooded steps and entries that are limited common elements.
8. There shall be no cooking or barbecuing of any kind on the individual lanais. Outdoor cooking is restricted to the designated recreation areas only.
9. Nothing shall be placed in, on or in close proximity to any window (such as, for example, pictures, posters, designs, decals or decorations) which is visible from the common elements or in the marina.
10. Privacy area exteriors may be used for Christmas and/or New Year decorations between the dates of December 2 and January 10, inclusive, each year. Decorations typically associated with other bona fide holidays or events (such as the American or Hawaiian flag) may be placed on privacy area exteriors no earlier than one week prior to the holiday or event and must be removed within three days after the holiday or event. No decoration may cause any damage, be attached to any other common element structure or be attached to any common element planting.

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11. The addition or removal of any tree, plant or other vegetation to or from any common element or limited common element is prohibited, except with the specific written authorization of the Resident Manager.
12. Any tree, plant or other vegetation which damages, interferes with or detrimentally affects any common element or limited common element, or which has the significant potential to do so, shall be removed.
13. All trees, plants and other vegetation shall be carefully cut, tended, watered, fertilized and/or otherwise cared for so as to present an attractive appearance and not intrude on other homeowners or apartments.
14. No tree, plant or other vegetation shall touch any part of any building.
15. The root system of every tree, plant or other vegetation shall be monitored to determine its adequacy (to avoid toppling, such as in a windstorm) and its extent to avoid damage, such as to pipes, pavement or block walls, etc.
16. The persons responsible for any tree, plant or other vegetation shall be liable to the Association for the full amount of any damage and/or liability incurred by the Association which arises out of, relates to or is connected with the presence of such tree, plant or other vegetation.
17. Water hoses for any purpose are not authorized on 2nd floor lanais.

**B. Rentals.**

1. Any apartment owner who rents or otherwise permits occupancy of an apartment shall give a copy of these House Rules to every tenant and/or occupant at the owner's expense. The tenant shall sign a statement acknowledging receipt of same.
2. An apartment owner shall evict any tenant whom the Board reasonably determines to be undesirable, based on violations of the project documents, upon written demand to the owner from the Board. Such eviction shall be by the most expeditious means legally available, and no compensation shall be due to any owner or tenant for any loss, liability, damage, expense, attorneys' fee and/or cost incurred by the apartment owner or tenant.
3. Any apartment owner who rents an apartment is liable to the Association for any and all losses, liability, damages, expenses, attorneys' fees and/or costs incurred by the Association in connection with any act and/or omission of a tenant and/or of a person whose conduct an owner is responsible for. The tenant and/or other person shall be jointly and severally liable.

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4. A non-resident owner whose apartment is rented relinquishes the right to use the common elements to the tenant for period of the tenancy.
5. No rental shall be for a period of less than thirty (30) days.
6. No apartment shall be rented more than once in any ninety (90) day period.
7. Customary hotel services shall not be provided in connection with any rental.
8. No tenant may sublet any apartment without the owner's written consent, a copy of which consent shall be provided to the Resident Manager.

## **VI. COMMON AREAS**

1. The Project is a residential condominium apartment complex, to be used for residential purposes.
2. No solicitation of goods or services shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a provider of goods and/or services to the resident's apartment.
3. No solicitation to participate in or to contribute to any religious or political organization or activity shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a representative of a religious or political organization to the resident's apartment.
4. Refuse Pickup/Bulky Items
  - a. All garbage must be adequately and securely wrapped and/or bagged in a manner which will minimize odors and sanitation problems, to the maximum extent practicable. Wet garbage and pet trash (sand, litter paper, solid waste, etc.) in particular shall be especially well wrapped and/or bagged.
  - b. No toxic, hazardous or flammable waste materials or things of any kind or nature whatsoever shall be placed in trash containers at the Project. This includes, but is not limited to, paint thinner, solvents, gasoline and the like.
5. Bulky items may only be placed at curbside on Lunalilo Home Road 24 hours in advance of the bulk item pick up day as specified on bulletin board above Mail Boxes. Littering is prohibited. This includes cigarette butts.

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6. No billboard, sign or poster shall be displayed at the Project except upon prior written authorization of the Board. No such display shall damage or deface any portion of the Project.
7. Residents may use the Kaimala Marina bulletin board to advertise personal items or services, rental apartments and the like. Notices on the bulletin board must be dated and may be removed after 21 days unless the Resident Manager grants an extension.
8. A reasonable number of real estate "Open House" signs and directional arrows shall be allowed, but only:
  - a. On Sundays, between 1:00 p.m. and 5:00 p.m.; and
  - b. Once weekly, on a morning designated by the Honolulu Board of Realtors, for a broker's Open House.

An Open House sign may be displayed outside the apartment being marketed during such times.

9. Conservation of resources, such as water and electricity, and recycling, are encouraged. Residents shall comply with such reasonable conservation measures as may be specified by the Board from time to time.
10. In addition to conduct which is generally or specifically prohibited by other sections, skate boarding, in-line skating and use of scooters is prohibited on Kaimala Marina property.
11. For safety reasons, no one shall use the parking areas or driveway for recreation or play. Bicycles shall only be ridden in the parking areas or driveway while exiting or entering the property. Bicycles shall not be ridden through the parking areas or driveway, or in and out of the entrances, for recreation or play. (Examples: A resident rides his bicycle in a circular route, through the parking lot and out one driveway, along the public sidewalk or road, and back through the same or the other driveway. A resident rides from one apartment to another. In both cases, the resident's conduct is in violation of this rule.) Newspaper deliveries by bicycle are not a violation of this rule.

## VII. PARKING AREAS

1. Parking stalls shall only be used to park motor vehicles registered to operate on the public roadways. Boat trailers shall not be parked on Kaimala Marina property.
2. Parking is prohibited outside the marked parking stalls. No vehicle shall intrude into or onto adjacent parking stalls or the common areas.

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3. Parking stalls at Kaimala Marina may be loaned or rented out **ONLY TO OTHER RESIDENTS** of Kaimala Marina.
4. Residents are responsible for the cleanliness of their respective stalls, including the removal of any oil, grease build-up, or foreign substances. Upon one week's written notice by the Resident Manager to the resident to clean the respective parking stall, the Resident Manager will have the stall cleaned and the Owner shall reimburse the Association for all costs involved, including the cost to repair any damage to said parking stall.
5. The Resident Manager has reasonable discretion to require or direct the removal of items from limited common elements which are inconsistent with the requirements of this section.
6. Vehicle repair is prohibited in parking stalls, except for minor repairs of an emergency nature. Vehicles shall not be left unattended on jacks.
7. All vehicles shall be parked in designated parking areas only.
8. No vehicle shall be parked on any roadway, on any lawn area, or in any other location which is not a designated parking stall.
9. Residents shall park only in the automobile parking stalls assigned to their apartment, except as provided hereinafter.
10. Guests shall park only in designated visitor parking stalls or in the parking stall of the apartment being visited. Limited overnight parking in Guest Parking is permitted as follows:
  - a. Any guest vehicles parked in a visitor stall after midnight must register with the Resident Manager or security personnel. Unregistered vehicles shall be towed at the vehicle owner's expense. Guest registration contains the name of the guest, the name of the host resident, the apartment number, the date of occupancy, vehicle, and emergency information.
  - b. A Guest Parking Permit, if needed, will be issued by the Resident Manager or security personnel. This permit must be prominently displayed (visible) on the dashboard, and contains only the date of issue and expiration date, and is valid for maximum of seventy-two (72) hours.
11. In the event all visitor stalls in the Project are occupied, guest vehicles must be parked outside Kaimala Marina property.
12. Tandem parking or double parking is not allowed in any parking area.

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13. Residents may apply to the Resident Manager for permission to park in a visitor parking stall. Permission may be granted in order to address short-term needs, such as tree trimming or maintenance in the area. A resident shall not park in a visitor parking stall without first obtaining permission from the Resident Manager.
14. Vehicles owned or used by residents shall be registered with the Resident Manager. Registered vehicles shall display Kaimala Marina decals on the driver's side front and rear bumpers or glass windshield.
15. Vehicles with expired registration and/or safety inspection stickers will be removed from the property at the expense of the vehicle owner with thirty (30) days notice to remove.
16. Motor vehicles shall be used at Kaimala Marina only on roadways intended for vehicular travel, and only for ingress and egress to or from Kaimala Marina.
17. Posted speed limits must be observed by any person who operates a vehicle on Kaimala Marina property.
18. Vehicles which are not parked in conformance with the requirements of these House Rules, the By-Laws, the Declaration, city ordinance or state law, may be towed, at the direction of the Resident Manager, and/or other enforcement action may be taken against any responsible person.
19. Vehicles shall be towed when the following conditions exist:
  - a. A vehicle is parked without authorization in an Owner's or occupant's designated parking stall; or
  - b. It is determined that the vehicle is illegally parked as determined by the Resident Manager.
20. Residents must call the tow company to authorize towing of illegally parked vehicles from their assigned parking stalls. Residents may be required to provide the following information to the tow company: Make, color, license, number of doors, stall number and the caller's address and telephone number.
21. No vehicle shall be washed or detailed on Kaimala Marina property except one displaying a valid Kaimala Marina decal.
22. Any hose used in washing a vehicle shall be equipped with an automatic shut-off valve. Water shall be strictly conserved, and use of a bucket for washing and rinsing is strongly encouraged.

## VIII. BOAT DOCKS

### GENERAL STATEMENT

The boat docks are common elements of Kaimala Marina as stated in the Declaration of Horizontal Property Regime of Kaimala Marina. There are twenty-one (21) boat docks which provide moorings for a maximum of thirty-nine (39) boats. Each dock is numbered 1 through 21 with the letter A & B on each side of the dock. Each boat will be assigned the entire space between two docks, thereby occupying both A & B positions until demand requires otherwise. Whenever possible, up to four slips will be kept vacant for communal use by residents who do not have a slip assignment.

The Board of Directors formulated the following requirements to obtain a mooring position in Kaimala Marina. You must be a registered resident of Kaimala Marina and your boat registered and licensed in the State of Hawaii and with the Hawaii Kai Marina Association. In the event that all slips are filled, a waiting list will be kept. When a slip is available, the assignments to the slip will be determined by the earliest registered date of the applicant on the waiting list. The Resident Manager makes dock assignments.

### BOAT DOCK RULES:

1. Only one slip may be assigned to the occupants of each residential unit.
2. Only boats owned by Kaimala Marina residents may be docked in Kaimala Marina slips (except for bona fide guests with Hawaii Kai Marina visitor's passes who are limited to 24 hours in the slip). Residents must show proof of boat ownership.
3. The Boat Dock Chairperson may designate up to four (4) slips for the communal use of Kaimala Marina boat owners who do not have boat docks assigned. The use of these docks will be limited to short stay duration on a first come, first served basis. Owners having assigned slips will not use these docks.
4. No bumpers, fenders, cleats, etc., are to be fastened to the docks.
5. All boat dock assignments automatically terminate when any one of the following occurs:
  - a. Expiration of State Boat Registration Certification.
  - b. Any transfer of boat ownership.
  - c. Expiration of Hawaii Kai Boat Registration.
  - d. Any mooring assignment will become null and void if the assigned slip is vacant for a period of thirty days. Exceptions may be granted by the Boat Dock Chairperson or the Board of Directors for reasonable requests.

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Assignments may be reinstated by providing Boat Dock Chairperson with written notification of current information within thirty (30) days after any of the foregoing. After thirty (30) days, application and Board of Directors approval are required.

6. Assignment of mooring space is renewable on or before March 1 annually. A vessel will be ordered removed for violation of the Boat Dock Regulations.
7. All boats are to be tied to dock securely to prevent drifting away or into other boats. Vessels improperly tied will be properly secured with any cost relating thereto charged to the apartment owner.
8. Living aboard the boats anchored in Kaimala Marina is prohibited.
9. Docks are to be kept free of all bait and equipment when not being used. No objects will be left on the dock that will obstruct free passage, including but not limited to extension cords.
10. Building of equipment boxes on the docks prohibited.
11. Boats with generators cannot run motors for purpose of charging batteries.
12. Access to the docks will only be by the four common area walkways and access gates.
13. Swimming and diving offbeat docks and boats in the dock area is prohibited.
14. Fly and bait casting are not permitted in the boat and pier area due to danger of hooking boat tops and people in the area.
15. Cleaning offish on the boat docks is prohibited.
16. Sinking boats are to be salvaged by owners on a timely basis at their own expense; otherwise the Association will remove each such boat at the boat owner's expense.
17. Boats are to be docked only in those slips or areas assigned to the boat owner by the Resident Manager.
18. All vessels at Kaimala Marina must be maintained in ship shape condition at all times. (Ship shape definition means the vessel in question is able to proceed safely to sea under its own power). The Board of Directors reserves the right to cancel mooring privileges for boats not maintained in ship shape condition.



19. Factors that govern the assignment of a mooring are as follows:
  - a. The suitability of a given mooring to satisfy the needs of the vessel to minimize the use of available mooring space (e.g., vessels such dinghies, inflatable boats, small sailboats that are normally stored on lanais or boat trailers, will not be assigned boat slips, but will have use of communal slips when they are in the water).
  - b. A mooring assignee desiring a change of location must make such request in writing to the Resident Manager. Such assignees name will then be placed on the "request for change" list and will be given preference for the slip assignments as a vacancy occurs. Consideration and subsequent assignment will be determined by the earliest registered date that request was submitted.
20. All boats and vessels must comply with the Hawaii-Kai Marina Association rules and regulations.
21. The House Rule provision pertaining to quiet time before 8 am and after 10 p.m. will apply to the dock area.
22. The boat docks are reserved for recreational use and the quiet enjoyment of residents. No commercial use is permitted. Commercial use includes but is not limited to the storage and docking of boats and vessels used for commercial purposes.
23. Major repairs to boats or vessels are prohibited. Major repairs include but are not limited to engine removal and structural alterations. Normal and routine maintenance is permitted. Any activity that creates a nuisance, interferes with the quiet enjoyment of the residential units, or has the potential to damage the docks or common area property is strictly prohibited.
24. Dock assignees are responsible for safely maintaining their assigned dock and it free of hazards and litter. Dock assignees are responsible for any to the docks resulting from their misuse of the facility.

## **IX. RECREATION AREAS**

**USE THE POOL AND KITCHEN FACILITIES AT YOUR OWN RISK.  
THERE IS NO LIFEGUARD ON DUTY AT THE SWIMMING POOL.**

### **A. General.**

1. Use of the recreation facilities is limited to residents and their guests.

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2. The facilities shall be open from 8:00 a m to 10:00 p.m. daily; except as may be necessary for maintenance or other operational requirements or to meet special needs (upon prior approval of the Board).
3. Children under the age of 13 must be accompanied by an adult who will be fully responsible for their behavior and safety.

**B. Swimming Pool and Spa.**

1. **NO LIFEGUARD:** There is no lifeguard on duty. Anyone swimming in the pool or using the spa does so at their own risk. It is strongly recommended that you swim with a competent and responsible swimmer.
2. The number of guests per apartment at the pool area is limited to six (6). An adult resident must accompany the guests at all times.
3. Tampering with pool or spa equipment is prohibited.
4. Gates shall only be opened to enter or to exit the pool area and shall be left closed at all other times.
5. The pool and spa shall not be used by unregistered guests, except those who are accompanied by a registered resident.
6. Rules and regulations posted at the pool shall also be observed.
7. Persons must shower immediately before entering the pool.
8. Pool users will be expected to comply with Board of Health requirements.
  - a. All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold or open sores, or wearing bands or bandages shall be excluded from bathing in the pool.
  - b. Spitting, spouting of water and blowing the nose in the swimming pool shall be prohibited.
9. Pool and spa users must wear standard swimming apparel.
10. The pool and spa shall be kept free from items which may rust or damage the equipment. Hairpins, bobby pins and other such objects shall be removed before entering the pool.
11. Objects such as coins, keys or other objects shall not be thrown into the pool or spa.

12. Eating, drinking or smoking while in the swimming pool or spa is prohibited.
13. No glass containers or other breakable items shall be allowed in the pool area. Any beverage brought to or consumed in the pool area must be in a non-breakable container (can, paper, or shatterproof plastic). Disposable items must be placed in the trash container in the barbecue area before leaving the pool area. These items should not be placed in the smoking receptacles.
14. The Association is informed that medical literature reportedly indicates that persons weighing 75 pounds and under are more susceptible than others to hypothermia when using a spa. Thus, persons under 75 pounds should only use the spa when accompanied by a person over 75 pounds.
15. The surrounding concrete apron shall be kept free from glass items, sharp objects and food.
16. Flotation equipment articles no larger than 24" in diameter (except for body safety flotation devices and kickboards) may be used in the swimming pool.
17. Prohibited conduct at the swimming pool and its surrounding area includes, but is not limited to:
  - a. Jumping or diving into pool from the handrails, from the pool deck anywhere near swimmers.
  - b. Running, pushing, cannonballing, screaming, yelling or engaging in "horseplay" or dangerous activity.
  - c. The use of loud, lewd or offensive language.
18. Use of the swimming pool at all times shall be under the control of the Resident Manager who may impose such restrictions and guidelines as may reasonably be necessary in order to promote the safe and orderly use of the pool by all residents and guests.

**C. Barbecue Areas.**

1. Hours. The Barbecue Areas may be used during the hours of 8:00 a.m. and 10:00 p.m. daily.
2. Number of Users. Not more than six (6) guests shall use a Barbecue Area at one time without obtaining the prior authorization of the Resident Manager.

3. After Use. After use of a Barbecue Area, users are required to:
  - a. Remove all trash from the Barbecue Area.
  - b. Burn off excess sauce and/or foodstuffs from the barbecue grill and remove residue with a wire brush.
4. Before leaving the Barbecue Area, users must be sure to turn off the gas within the barbecue.

**D. Recreation Room and Kitchen.**

1. The kitchen facility is available for use at the risk of the user. The Association shall not be liable for claims of personal injury or property damage;
2. The recreation room area may be reserved by residents for private functions as is hereinafter provided:
  - a. Shall not be used in violations of any law, including laws regarding the consumption of alcohol;
  - b. Shall be used with special attention to the rights of others; so nuisances and unreasonable disturbances; and loud, boisterous, • unsafe or inappropriate conduct are all prohibited;
  - c. Shall be used without damaging or removing Association property;
  - d. No musical amplifiers may be used;
3. A request to reserve the recreation room area for a private function shall be directed to the Resident Manager. Reservations will be taken on the basis of policies established by the Board from time to time. Present policy provides for:
  - a. Completion of an application process a minimum of one week in advance of the function. The application process includes, but may not be limited to:
    - i. Completion of a Reservation and Agreement form;
    - ii. Payment of \$25.00 cleaning and/or damage deposit; and
    - iii. Written confirmation to applicant that the recreation room is available and that the reservation is accepted.

- b. Use of the recreation room area for an event is limited to 6 hours and the use of only 2 barbecues and half of pool area. The number of guests is limited to 35.
- c. Mandatory attendance at the function by the resident who applies for the reservation; and
- d. Denial of an application for a function which the Board and/or the Resident Manager reasonably determines to not be in the best interest of the Association.

X. NOISE AND NUISANCES

- A. Nuisances of every kind and/or nature are prohibited.
- B. Criminal conduct and other violations of law of every kind and/or nature are prohibited.
- C. No person shall permit or cause any sound or noise, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.
- D. In particular, the hours of 10:00 p.m. through 8:00 a.m. nightly shall be quiet hours, except that quiet hours shall begin on midnight on Friday, Saturday and the night preceding a recognized state or federal holiday. Noise associated with the maintenance, repair or remodeling of apartments shall be restricted to the hours of 8:00 a.m. through 5:00 p.m., Monday through Saturday.
- E. No person shall permit or cause any smell or odor, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.
- F. No person shall engage in any conduct which poses an unreasonable risk of harm to any person or to any property, or which may unreasonably disturb any person's reasonable expectation of peace or quiet enjoyment of the Project.

XL PETS

- A. All pets shall be registered with the Resident Manager, including a photograph of the pet.
- B. All pets shall be in Hawaii legally, shall have all necessary inoculations, and shall meet all other requirements of law.
- C. A maximum of two household pets may be kept in any apartment.

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- D. Livestock, poultry, rabbits and other animals, which the Board reasonably determines to be inappropriate as household pets, consistent with By-Laws, Article V, Section 3(1), are prohibited.
- E. Dangerous and/or aggressive animals are prohibited.
- F. No pet shall be kept, bred or used for any commercial purpose.
- G. Pets shall not be allowed out of an apartment or on the common elements unless in the custody of the owner or responsible handler and kept on a short leash which provides continuous control of the pet at all times. Cats shall be carried or leashed.
- H. Persons who walk pets are responsible for immediately cleaning up after their animals, and shall not leave their pet's droppings anywhere on the common or limited common elements, which includes lanais and patios. Pet owners are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the dumpsters. Residents shall not sweep or hose off any animal waste matter on to the common or limited common elements (such as onto the lanai lawn area). Cat litter may not be disposed of in toilets, but securely bagged and discarded in the dumpsters.
- I. All responsibility for a pet, financial, legal and/or otherwise, shall be that of the apartment owner, the pet owner and person who keeps the pet. The Association shall have no responsibility for any pet.
- J. Every person responsible for a pet shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorney's fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the pet and/or its behavior. Such persons include the apartment owner, the pet owner and the keeper of the pet.
- K. Upon written notice from the Board, the Resident Manager and/or the Managing Agent, any pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed from the Project. The Association, having no responsibility for any pet, shall have no financial responsibility whatsoever in connection with the removal of the pet. Examples of nuisance-type behavior for the purposes of this paragraph are:
  - 1. Personal injury or property damage caused by unruly behavior.
  - 2. Pets "who make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night..." (Revised City and County Ordinance 90-55.)

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3. Pets in common areas who are not under the complete control of a responsible human companion and on a short hand-held leash or in a pet carrier.
  4. Animals who relieve themselves on walls or floors of common or limited common elements or on balcony railings that can fall or drip onto the lower lanai.
  5. Animals who exhibit aggressive or vicious behavior.
  6. Pets who are conspicuously unclean or parasite-infested.
- L. Sanctions other than removal may be employed.
- M. Residents shall not tie or stake their pets on a leash to any common or limited common areas such as to an entryway or a tree in the common or limited common areas. Animals found unattended in the common areas or limited common areas may be turned over to the Humane Society or other authority.
- N. Pets are prohibited in the pool and recreation room areas.
- O. No visiting pets will be permitted on the premises.
- P. No resident or guest shall feed or harbor stray animals such as cats, mongoose, or wild birds. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.
- Q. Notwithstanding any other provision herein, people with visual, hearing and physical disabilities may keep trained guide dogs, trained signal dogs or trained service animals, respectively, in their apartments. This provision is not intended to restrict access to or the full use and enjoyment of the apartments and the Project by disabled persons.

## **XII. ASSOCIATION EMPLOYEES AND AGENTS**

1. No Association employee or agent shall be asked to perform any personal task by or for any person. Among other things, this means that the Association, its employees and agents are not responsible to:
  - a. Do any work within any apartment, except work on common elements upon instruction of the Board or Managing Agent;
  - b. Discover, receive and/or transmit any message, thing, article, package, parcel or the like from or to any person; or
  - c. Transact any private business or favor for any person.

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### XIII. HAZARDS

1. The use of any type of fireworks, including sparklers, is strictly prohibited on Kaimala Marina property.
2. There shall be no cooking or barbecuing of any kind on the individual lanais. Outdoor cooking is restricted to the designated recreation areas only.
3. No toxic, hazardous or flammable waste materials or things of any kind or nature whatsoever shall be placed in trash containers at the Project. This includes, but is not limited to, paint thinner, solvents, gasoline and the like.

### XIV. ALTERATIONS AND ADDITIONS TO APARTMENTS

The procedure for requesting approval for additions or alterations to a unit is as follows:

- A. Before any work may be commenced by any owner or occupant of any unit, the owner of the unit must submit to the Board of Directors a written request for approval and any other documentation reasonably requested by the Board, including but not limited to any documentation required by the Department of Land Utilization (DLU) and/or the Building Department of the City and County of Honolulu. The approval or disapproval of the Board of Directors shall be given in writing.
- B. The owner-applicant shall submit the Board approved documentation to the DLU and/or the Building Department for review. Any subsequent revisions to the plans or drawings must be resubmitted to the Board of Directors for review and approval.
- C. The owner-applicant shall be responsible for complying with all building requirements of the City and County of Honolulu, including but not limited to obtaining a building permit and engaging the services of a licensed contractor when required.
- D. **NO WORK SHALL COMMENCE UNTIL AFTER ALL APPROVALS, AND A BUILDING PERMIT, IF APPLICABLE, HAVE BEEN OBTAINED.** The owner-applicant shall notify the Resident Manager that all necessary approvals and any building permit have been obtained and shall present the permit to the Resident Manager for inspection. The owner applicant also shall submit the Resident Manager the name of the contractor who will perform the work. The contractor shall then furnish the Resident Manager with proof of liability insurance, naming the Association as additional insured, prior to commencement of any work.

Thereafter, the owner shall post the building permit as required by the City and County and may commence work according to the approved plans. An owner may be required to remove anything erected without proper approval.

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- E. No work shall be done on Sundays or before 8:00 am or after 5:00 p.m. Monday through Saturday. Once begun, construction shall be pursued expeditiously to completion. No tools, supplies or other items connected with the work shall be stored or left in the common areas.
- F. Only those building materials and techniques that are compatible with or conform to those used in the original construction of Kaimala Marina shall be used. If in the reasonable opinion of the Board of Directors, the work performed is unsatisfactory upon completion or is not in compliance with the requirements set forth herein, then at the expense of the owner-applicant, the work shall be removed, corrected or replaced in a manner that is satisfactory to the Board and is in accordance with the requirements set forth herein.
- G. Kaimala Marina dumpsters are for normal, everyday rubbish associated with daily living and are not to be used for the disposal of construction debris.

## **XV. ANTENNA INSTALLATION POLICY**

- A. This Antenna Installation Policy is adopted in conformance with the recently adopted rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S, §1.4000 et seq.) [hereinafter "FCC Rule"] governing installation of direct broadcast satellite antennas, multi-point distribution system ("wireless cable") antennas, and over-the-air broadcast antennas.

Article V, Section 3(m) of the Association's By-Laws provides:

(m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of any building of the project or protruding through the walls, windows or roof thereof.

Article V, Section 3(n) of the Association's By-Laws provides:

(n) No apartment owner or occupant shall erect, place or maintain any television or other antennas on said project visible from any point outside of the project.

Article V, Section 3(f) of the Association's By-Laws, Paragraph M of the Association's Declaration, and Section 514A-89, Hawaii Revised Statutes, also govern alterations and additions at Kaimala Marina. Article V, Section 3(m), 3(n), and 3(f) of the By-Laws, Paragraph M of the Declaration, Section 514A-89, Hawaii Revised Statutes, and all other applicable provisions of the Declaration, By-Laws, House Rules, and Chapter 514A, Hawaii Revised Statutes, shall remain

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in full force and effect with regard to the installation of antennas that not covered by the FCC Rule.

The only antennas which are covered by the FCC Rule are:

- (1) Antennas designed to receive direct broadcast satellite service, including direct-to-home satellite services, one meter or less in diameter; or
- (2) Antennas designed to receive video programming service via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, otherwise known as "wireless cable" services, one meter or less in diameter or diagonal measurement; or
- (3) Antennas designed to receive over-the-air television broadcast signals.

No other types of antennas are covered by the FCC Rule. Furthermore, the FCC Rule only covers antennas installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property." Antennas installed on property that are not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule.

B. Antennas covered by the FCC Rule may be installed only in accordance with the following restrictions:

1. Any owner proposing to install an antenna shall provide the Board of Directors with written notice at least seven (7) days prior to installation. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) plans showing the location of installation and the manner in which the antenna will be installed and cables will be run into the unit.
2. Except as provided herein with respect to limited common elements, antennas shall not be installed, used or maintained on or in the common elements of the project.
3. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in limited common elements (As defined in the Declaration), provided, however, that:
  - a. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;

- b. No antenna shall be installed, used, or maintained without the prior written consent of the Board of Directors, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain;
- 4. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration), provided, however, that no antenna shall be installed, used, or maintained in any apartment, without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
  - 5. Antennas shall be placed in locations which are not visible from either the exterior of the unit or the exterior of the project unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:
    - a. The antennas shall be placed in the least visually obtrusive location which would not preclude reception of an acceptable quality signal.
    - b. The antennas shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception of an acceptable quality signal. No bare metal may be exposed.
    - c. If painting the antennas will not adequately cause the antennas to blend in with the background surfaces or minimize visibility of the antennas, as determined by the Board of Directors, the Board of Directors may require that the antennas be screened or enclosed in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas, so long as such screening or enclosure will not preclude reception of an acceptable quality signal or unreasonably increase the cost of installation.

As used in this Antenna Installation Policy, "preclude reception of an acceptable quality signal" means that reception would be impossible or would be substantially degraded.

6. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the project which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.
7. Antenna installation shall not present any safety concerns and shall comply with all applicable statutes, ordinances, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Rule. The FCC has recognized that safety concerns are presented by masts higher than 12 feet. Safety concerns will also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation.
8. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to brought into compliance within a reasonable time as determined by the Association, acting through its Board of Directors.
9. If any term, provision, or part of this Antenna Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Antenna Installation Policy, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of the Antenna Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.

## **XVI. VIOLATION AND ENFORCEMENT OF THESE RULES.**

- A. Violations of the Declaration, the By-Laws and/or these House Rules are prohibited.
- B. The Board may delegate its authority to impose fines to the Managing Agent and/or Resident Manager. The Board may delegate its authority to the Association's Resident Manager or security guards to issue citations for violations of law and/or of the project documents.

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- C. Any monetary penalty shall be in addition to any other right or remedy available to the Association. The imposition of a monetary penalty shall not constitute an election of remedies, and the Association may also exercise additional rights and/or remedies.
- D. Citations will be issued for each violation. Each time the same violation occurs, the fine will increase as follows:
- |                                   |  |
|-----------------------------------|--|
| 1st violation                     | Written warning stating possible fine if violation occurs second time. |
| 2nd violation                     | Written citation with \$25.00 fine.                                    |
| 3rd violation                     | Written citation with \$50.00 fine.                                    |
| 4th and each additional violation | Written citation with \$ 100.00 fine.                                  |
- E. Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the owner's tenant if the offender is the tenant, or the guest, family member, agent; or employee of the tenant (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).
- F. Apartment owners shall be liable for their own fines and for fines assessed against their tenants and their own and their tenants', guests, family members, agents, or employees. Unless appealed as permitted below, the apartment owner must pay a fine to the Association within thirty (30) days of the citation and assessment of the fine. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article V, Section 5 of the By-Laws for collection of such assessments. The owners shall also be assessed a late fee of \$10.00 for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.
- G. Appeal of Fines. Any citation or fine may be appealed as provided in this subsection.
1. Within thirty (30) days of the date of a citation or fine, an owner, tenant, or other offenders may appeal to the Board by mailing or delivering written notice of appeal to the Board or the Managing Agent.

2. If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information.
  3. The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal.
  4. 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, however, 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.
- H. The Board reserves the right to establish a new schedule of fines at any time.