

# **KIHEI SHORES CONDOMINIUMS**

**ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC.,  
a Hawai'i nonprofit corporation  
(the "Association")**

2747 South Kihei Road  
Kihei (Maui), Hawai'i 97653

## **RULES AND REGULATIONS**

(also known as "*HOUSE RULES*")

**Adopted by the Board of Directors**

**May 12, 2007**

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1 **KIHEI SHORES CONDOMINIUMS**

2 **ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC.,**  
3 **a Hawai'i nonprofit corporation**  
4 **(the "Association")**

5 **RULES AND REGULATIONS**

6 (also known as "HOUSE RULES")

7 **AUTHORITY:** The full authority and responsibility for adopting, amending, repealing  
8 and enforcing these **HOUSE RULES** reside in the Board of Directors of the  
9 Association (**BYLAWS - Article V, Section 6**). The Board may delegate the authority  
10 and responsibility for enforcing these rules to a Managing Agent (**BYLAWS - Article**  
11 **IV, Section 3**). In accordance with **514B-112 Hawaii Revised Statutes** all Unit  
12 Owners, Occupants, employees of an Owner and other persons (including Guests  
13 and Visitors) shall comply strictly with these **HOUSE RULES**, as well as the other  
14 Governing Documents **and by standards of reasonable conduct whether or not**  
15 **covered by these HOUSE RULES.** **Failure to comply with any of the same shall be**  
16 **grounds to impose potential FINES or PENALTIES against the offending Person**  
17 **and/or the Owner of a Unit, and for an action to recover sums due for**  
18 **damages or injunctive relief, or both, maintainable by MANAGEMENT on**  
19 **behalf of the ASSOCIATION or, in a proper case, by an aggrieved Owner.**

20  
21 **DEFINITIONS:** words that have their *first letter capitalized* have specific  
22 definitions in these HOUSE RULES, which may be found beginning at  
23 **Section 300.**

24 **GENERAL REQUIREMENTS**

25 **1.** Owners and Occupants of KIHEI SHORES are required to be familiar with  
26 these HOUSE RULES and to comply strictly with them, as well as by standards of  
27 reasonable conduct whether or not covered by the HOUSE RULES. **No Owner or**  
28 **Occupant is exempt.** Refusal to comply with the HOUSE RULES may  
29 constitute a violation that may result in a FINE being levied against the Occupant  
30 and/or the UNIT OWNER — or , more seriously, a legal action to recover sums  
31 due for damages or injunctive relief, or both, maintainable by MANAGEMENT on  
32 behalf of the ASSOCIATION or, in a proper case, by an aggrieved Owner.

33 **2.** **Owners have signified their acceptance of controlled living** according  
34 to the "**DECLARATION,**" the "**BYLAWS**" and the "**HOUSE RULES**" upon their  
35 purchase of a **UNIT**, and they have implicitly agreed to comply with and abide by  
36 all the provisions of these Documents. Owners are liable for the compliance of  
37 their Guests and Tenants.

38 **3.** **Occupants or their authorized agents** may conduct business  
39 transactions with any MANAGEMENT member – that is, the Managing Agent  
40 (property management company), the Site Manager or the Officers appointed by  
41 the Board of Directors. Occupants have equal right to use the Common Areas,  
42 subject to these HOUSE RULES. Only Owners may attend Board and  
43 Membership meetings, unless invited by the Board.

44 **4.** **Owners and their agents** are responsible for giving a copy of the HOUSE  
45 RULES to **(a) Prospective Guests and Tenants** prior to or concurrent with their

46 taking occupancy; and to **(b) Prospective Owners** prior to their purchase of a  
47 Unit.  
48 **5. Failure to Observe House Rules:**  
49 **a. Owner:** an Owner who fails to abide these HOUSE RULES may be  
50 subject to FINES and/or PENALTIES described herein or as otherwise permitted  
51 by Applicable Law;  
52 **b. Guest:** a Guest who fails to observe these HOUSE RULES may be  
53 subject to FINES and/or PENALTIES described herein or as permitted by  
54 Applicable Law, including charges which may be assessed to a Guest's pursuant  
55 to a Guest's occupancy agreement.  
56 **c. Tenant:** a Tenant who fails to observe these HOUSE RULES may be  
57 subject to **(i)** FINES and/or PENALTIES described herein or as permitted by  
58 Applicable Law; and possible **(ii)** EVICTION in accordance with Applicable Law.  
59 **6. Owners and non-Owner Occupants are liable for fines** levied by  
60 MANAGEMENT for violations by themselves, their Tenants, and /or their  
61 respective Guests.  
62 **7. All payments of maintenance fees** and assessments are the  
63 responsibility of the Unit Owner and shall be paid by the Owner or such Owner's  
64 agent.

## 65 OCCUPANCY

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67 **8. Residential Occupancy:** a Unit shall be used for long-term or transient  
68 residential purposes and shall not be used as a business office or similar  
69 purposes without prior written approval of the Board; provided, however, nothing  
70 herein shall prohibit a Resident's use of his or her Unit as a combined residence  
71 and executive or professional office, so long as such use **(a)** does not interfere  
72 with the quiet enjoyment by other Occupants, **(b)** does not include visitations by  
73 clients, and **(c)** is in compliance with Applicable Law.  
74 **9. Maximum Number of Occupants:** The Board of Directors has  
75 determined that in order to safeguard against a burden on the costs and  
76 operations of the Association's sewer, water and trash systems, the maximum  
77 number of Occupants per Unit shall be as follows:  
78 **a.** One-Bedroom Unit:three (3) persons  
79 **b.** Two-Bedroom Unit:five (5) persons  
80 **c.** Three-Bedroom Unit:seven (7) persons  
81 The foregoing notwithstanding, families with children under the age of eighteen  
82 (18) may apply to MANAGEMENT for reasonable exemption from this occupancy  
83 limitation. **(NOTE: regardless of the number of persons, each Unit is allowed to**  
84 **park no more than 2 Vehicles on the Property – see Rule #44)**  
85 **10. Registration of Owners, Guests, Tenants; Visitors; Vehicles.**  
86 **Vacancies; Identifying Information:**  
87 **a. Owners:** a new Owner, upon close of escrow, shall file with  
88 MANAGEMENT evidence of their title or interest in a Unit and their current  
89 mailing address(es), telephone number(s) and an email address;  
90 **b. Guests:** prior to or concurrent with occupancy, Guests shall register  
91 themselves(s) and their vehicle with the Front Office and shall pay any Guest  
92 Services Fee for each arrival, if applicable. One member of a group of Guests  
93 staying in the same Unit may register all of the Guests;  
94 **c. Tenants:** prior to or concurrent with occupancy, Tenants (and/or the  
95 Owner or his/her rental agent) must register (and maintain current updated  
96 registration of) themselves and their vehicle(s) with the Front Office within five (5)  
97 days of occupancy;

98           **d. Visitors:** Visitors must register with the Front Office for any stay longer  
99 than three (3) nights. In any event, all Visitors must register their vehicle with the  
100 Front Office if an overnight stay occurs;  
101           **e. Vehicles:** any vehicle which is parked within the Property overnight  
102 must be registered with the Front Office. If the Front Office is closed, such  
103 vehicle should be registered with Security;  
104           **f. Vacancies:** each Owner or his/her rental agent must notify the Front  
105 Office of the vacancy of his/her Unit as soon as it occurs, but in no event later  
106 than five (5) days after it becomes vacant;  
107           **g. Identifying Information:** every registration shall include basic  
108 identifying information, including, but not limited to: names of occupants,  
109 permanent address (if not at Kihei Shores), phone number, email address, and  
110 the description of all vehicles to be parked on Kihei Shores' Property, including  
111 make, model and license number. At the time of registration, Occupants shall be  
112 provided a parking permit (if needed) and an abbreviated copy of these House  
113 Rules. All information given to MANAGEMENT is determined as confidential in  
114 nature and for use only by MANAGEMENT.  
115       **11. Do Not Rent To Previously-Evicted Tenants:** an Owner or Owner's  
116 agent shall not rent his/her Unit to a person who has been evicted from another  
117 KIHEI SHORES Unit or who has been deemed by MANAGEMENT to be a  
118 Trespasser within the previous five (5) years. **An Owner and/or his/her rental**  
119 **agent should confirm the status of prospective tenants by calling the Site**  
120 **Manager prior to committing to renting the Unit.** The foregoing  
121 notwithstanding, a previously-evicted person or a Trespasser shall have the right  
122 to appeal his or her standing to the Board in accordance with the #200 APPEAL  
123 PROCEDURE herein.  
124       **12. Keys Must Be Given to Site-Manager:** An Owner or his/her agent or  
125 Tenant must provide a copy of the Unit's FRONT DOOR and FRONT SCREEN-  
126 DOOR KEY to the SITE MANAGER to be kept on file in Office. In the event of  
127 an Emergency, , if current access KEY(s) have not been provided,  
128 MANAGEMENT shall have the right to enter forcefully into a Unit; and, in such  
129 cases, all costs incurred as a result of such forceful entry shall be the  
130 responsibility of the Unit Occupant or Owner, as the case may be.  
131       **13. Key Fees; Unit Access:** MANAGEMENT will not give access to a Unit,  
132 except to registered Occupants, Owners or Owner's agents. Unit keys will be not  
133 be issued to any person under the age of 18. If you are locked out and require  
134 MANAGEMENT's assistance to gain access to your Unit, there will be a **\$25.00**  
135 **lock-out fee** during the hours of 8:00 am to 4:00 pm Monday through Friday.  
136 Generally, no lock-out service will be available after 4:00 PM or on weekends  
137 and holidays; however, if available, such post-hours/weekend lock-fee will be  
138 **\$75.00.**  
139       **14. Absentee Owners:** Each Owner who **(a)** does not reside on Maui, or **(b)**  
140 resides on Maui but will be absent from Maui for more than thirty (30) days, shall  
141 provide MANAGEMENT with the name, address, telephone number and email  
142 address of a local agent residing on Maui to represent his or her interests relating  
143 to the Unit, which may include conducting periodic inspections of the Unit to  
144 assure its facilities are safe and secure.  
145       **15. Absentee Owner Contact Information:** an Owner who does not reside at  
146 **KIHEI SHORES** shall file with MANAGEMENT **(a)** his or her off-site address,  
147 telephone number and email address, and **(b)** the name, address, telephone  
148 number and email address of his or her local (Maui) agent.  
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## USE

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**16. Units and lanais shall be kept clean and sanitary** at all times, including windows and screens.

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**17. Window coverings visible from the Common Area shall be WHITE** in color or so lined and must appear to be in good condition all (there shall be no torn drapes, drapes not hanging properly, bent rods, draperies that have been tied back or knotted). Window coverings shall include, but not be limited to: drapes, curtains, window coverings, shutters or blinds. **No window shall ever be covered with sheets, blankets, paint or aluminum foil, or obstructed by clothing, laundry, stickers, pictures, signs or fans (or, in the case of fans – placed on a window's sill).**

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**18. Window tinting** is allowed by non-reflective solar films or other options approved in writing by MANAGEMENT.

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**19. QUIET HOURS shall be between 10:00 P.M. AND 8:00 A.M.** During these quiet hours, noises of any kind shall be kept at a very low minimum, so as not to disturb other Occupants. This quiet time includes activities inside parked vehicles, driving vehicles around the complex, walking around the complex, through courtyards, walkways, hallways, up stairs, on lanais and inside all Units.<sup>1</sup> Excessive or disturbing noise of any kind at any time should be reported to the SITE MANAGER or SECURITY so that they may take appropriate action.

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**20. No washer or dryer** use is permitted during QUIET HOURS.

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**21. No noisy parties, illegal or immoral acts, drunkenness,** vulgar language or disturbing actions are permitted any time day or night within the complex.

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**22. No noise producing devices shall be placed outside any Unit,** or attached to the Common Area, including, but not limited to WIND-CHIMES, BELLS and SPEAKERS. Alarm devices used exclusively to protect the security of a Unit and its contents shall be permitted, provided that the devices do not produce annoying sound or conditions as a result of frequently occurring false alarms. All items, materials and devices attached to Common Areas are subject to approval and/or removal by MANAGEMENT.

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**23. No driver of a vehicle shall operate, or permit the operation of, any sound amplification system** which can be heard outside the vehicle when the vehicle is parked or operated in the driveways or parking spaces, unless that system is being operated to request assistance or warn of a hazardous condition.

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**24. PETS; ANIMALS; SERVICE ANIMALS:**

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**a. No pets or animals of any kind are permitted to be kept,** maintained, or to visit, anywhere on the premises; nor shall Occupants feed or shelter any animals in the Common Area (especially feral cats or birds). Only human beings are permitted to reside at or to be present in a Unit or the Common Area.

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**b. Exemption for “Service Animals”:** Service Animals are specifically exempted, provided that the person requesting an exemption for a Service Animal has obtained prior written approval from MANAGEMENT; provided however, a Guest or Visitor who requires a Service Animal may do so, provided such Service Animal does not cause a nuisance or an unreasonable disturbance.

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<sup>1</sup> **HRS §514B-105(b)** “...Unless otherwise permitted by the declaration, bylaws, or this chapter, an association may adopt rules and regulations that affect the use of or behavior in units that may be used for residential purposes only to: ... (2) Regulate any behavior in or occupancy of a unit which violates the declaration or bylaws or unreasonably interferes with the use and enjoyment of other units or the common elements by other unit owners;....”

198 See attached **ADDENDUM “B” “Request for Service Animal Exemption”** for  
199 the details required for such an exemption.  
200 **25. NO SMOKING IN CERTAIN COMMON AREAS:** Smoking of tobacco or  
201 other plant products (“*Smoking*”) is prohibited in those portions of the Common  
202 Area consisting of lanais (balconies and patios), doorways, stairwells, hallways,  
203 windows, ventilation systems, picnic tables, bike rack areas, pool area or  
204 anywhere within twenty feet (20’) of these areas or any Building.  
205 **26. NO BARBECUES OR OPEN FIRES:** no barbecues or similar stand-alone,  
206 fire-generating appliances or equipment, fires, open flames, hibachis, charcoal  
207 grills of any kind are allowed in either a Unit or its Lanai area. Barbecuing is only  
208 permitted in areas designated by MANAGEMENT. Any non-Association owned  
209 barbecue found in use anywhere in complex may be confiscated, its return  
210 subject to agreement between its owner and MANAGEMENT for its permanent  
211 removal from the Property.  
212 **27. AIR-CONDITIONERS:**  
213 a. **FIRST AIR-CONDITIONER:** Owners requesting to install or replace  
214 air-conditioners must present their request to MANAGEMENT *in writing*. The air  
215 conditioner must be installed at balcony/patio lanai level; in addition, for those air-  
216 conditioners installed at balcony lanai levels, a drip pan and water run-lines must  
217 be installed for the purpose of routing overflow water to ground level, so that it  
218 does not drip or run onto the balcony lanai or on any other portion of the  
219 Common Area (truly dripless systems may be exempt; provided, however,  
220 Owners may be required to install run-lines in the event overflow occurs).  
221 Installation shall be done by a qualified person approved by MANAGEMENT.  
222 MANAGEMENT shall inspect and approve the installation in writing.  
223 b. **SECOND AIR-CONDITIONER:** the Board has approved the  
224 installation of a second air conditioner in a Unit, provided, however, that its  
225 location must be approved by MANAGEMENT in writing prior to installation  
226 (NOTE: generally, a 2nd air-conditioner will only receive approval if it is located  
227 adjacent to the bedroom window on the side that is furthest away from the  
228 adjacent Unit or, in the case of 2nd and 3rd floor 3-bedroom Units, in the space  
229 above the washer and dryer. **TENANTS MAY NOT INSTALL AIR**  
230 **CONDITIONING UNITS WITHOUT WRITTEN PERMISSION FROM THE**  
231 **OWNER**  
232 **28. PERSONAL PROPERTY shall NOT be left or allowed to stand in the**  
233 **Common Areas**, including shoes, furniture, packages, baby carriages, chairs,  
234 bikes, laundry, surfboards, boogie boards and plants. Any such item may be  
235 removed by MANAGEMENT without prior notification and disposed of in  
236 accordance with Applicable Law. A fee may be charged for the return of any such  
237 item.  
238 **29. NO OVERLOADING:** nothing shall be allowed, done or kept in any Unit or  
239 on any lanai balcony which would overload or impair the floors, walls or roofs  
240 thereof (for example, overweight appliances, water beds), or cause any increase  
241 in expenses of utilities, ordinary insurance rates or cancellation thereof. Any  
242 damages caused to the Common Area or surrounding Units as a result of such  
243 overloading shall be the financial responsibility of the person causing such  
244 damage, together with any related costs; provided, however, in the event that  
245 such person is a Tenant or Guest, the Owner of the Condominium shall be held  
246 primarily responsible for such damage and related costs.  
247 **30. LANAI’S; FRONT ENTRANCES; HALLWAYS:**  
248 a. **no chairs or other seating** shall be allowed in the front entrance  
249 areas or hallways outside Unit entrances  
250 b. **no towels or laundry** shall be allowed to hang from lanai or hallway  
251 areas or railings.

- 252 c. **no storage** of bikes, workout equipment, surfboards, wind surf  
 253 equipment, kayaks or the like shall be permitted in lanai or hallway areas, unless  
 254 approved by MANAGEMENT.
- 255 d. **no exterior sun shades** or pull down blinds shall be permitted in Lanai  
 256 areas or outside of any window or perimeter door unless approved by  
 257 MANAGEMENT.
- 258 e. **potted plants and planters** should be limited to the lanai areas only,  
 259 and shall be subject to the weight/overload provisions in the section entitled  
 260 "Overloading" above. **No plants shall be hung** from the building or allowed to  
 261 sit on railings.
- 262 f. **only good quality furniture** (e.g. in good repair) intended for outdoor  
 263 use, shall be used within any **lanai area**.
- 264 g. **no storage furniture or bins** shall be allowed on any lanai, hallway or  
 265 any other portion of the Common Area, except as authorized by MANAGEMENT.
- 266 h. **Floor coverings and an acceptable water-proofing plan for a lanai**  
 267 **balcony** must be approved in writing by MANAGEMENT. No rugs, carpet of any  
 268 type or other surface destructive to the balcony surface or structure may be used  
 269 at any time.
- 270 i. **front door metal screen door** installation has been approved. There  
 271 are two designs to choose from, if you wish to install one of these doors,  
 272 information is available at the Association office. Management **MUST** be notified  
 273 prior to installing the screen door.
- 274 j. **nothing shall be thrown** from lanais, windows or entrance areas  
 275 including, but not limited to, cigarettes, matches, etc.
- 276 k. **no spitting** from lanais, windows or entrance areas
- 277 **31. PEST CONTROL IS MANDATORY** at Kihei Shores. All Units will be  
 278 available for pest control treatment when asked for by MANAGEMENT. Failure  
 279 to allow access on the scheduled day will result in a reschedule charge. If an  
 280 Occupant refuses to allow access, the Occupant and/or Owner shall be subject  
 281 to FINES and legal action<sup>iiiiiv</sup>(see "ENDNOTES")<sup>2</sup>.
- 282 **32. TRASH:**
- 283 a. **regular household trash**<sup>3</sup> shall be disposed by Occupants into the  
 284 trash bin closest to their Unit.
- 285 b. **loose trash** shall not be deposited into the trash bins. Trash should be  
 286 wrapped securely so that it is not blown out of the bin.
- 287 c. **empty cardboard boxes** and large bulky items **MUST** be broken  
 288 down.
- 289 d. **bulky refuse**<sup>4</sup> shall be removed from the Property at the sole cost of  
 290 occupant/owner.
- 291 e. **construction refuse**<sup>5</sup> shall be removed from the Unit and off the  
 292 Property by separate private transport at the expense of the removing Occupant  
 293 or Owner. Construction refuse may never be placed in the Common Area trash  
 294 bins or anywhere else on the Property.

<sup>2</sup> **Declaration**, Section 10(e); **Bylaws** Article IV, Section 2; HRS §514B-137); **AOAO of Ahuimanu Gardens v. Flint**; Summary Disposition Order No.26826, 12/2/2005.

<sup>3</sup> **"Regular Household Trash"** or **"Trash"** means usual trash and refuse that is generated by an average household on a daily basis.

<sup>4</sup> **"Bulky Refuse"** shall mean such items as *mattresses, appliances, furniture* or similar "bulky" items.

<sup>5</sup> **"Construction Refuse"** shall mean any construction, reconstruction or renovation-related refuse or debris, including, but not limited to: kitchen or bathroom cabinets, sinks, bathtubs, toilets, shower-stalls, carpeting, vinyl flooring, wood or polymer flooring, draperies and drapery hardware, drywall, windows, window frames.

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### **WORKERS; CONSTRUCTION WORK PROTOCOLS**

- 33. No work of construction shall be allowed before 8:00 a.m. and after 5:00 p.m.** Monday through Saturday; and none shall be allowed on Sundays or Federal Holidays (interior painting or electrical work that does not entail any noise-producing work shall not be considered construction work).
- 34. All construction work shall be conducted inside the Unit** or in such Common Area as may be authorized by the Site Manager.
- 35. Special sound-deterrent materials** must be used before laying hard-surfaced treatments. MANAGEMENT can provide information.
- 36. All Construction Refuse shall be removed from the Unit and off the Property** by separate private transport at the expense of the removing Occupant or Owner.
- 37. Residents/Owners shall provide a copy of these HOUSE RULES** to all construction workers they employ. If requested by MANAGEMENT Residents/Owners shall provide evidence of construction workers' acknowledgment of receipt of and commitment to observe HOUSE RULES as appropriate to their construction activities.

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### **COMMON AREAS**

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#### **VEHICLES and PARKING**

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- 38. A Kihei Shores PARKING PERMIT is mandatory** for parking of Occupant Vehicles on the Property. Such a permit may be obtained by registering your vehicle with the SITE MANAGER.
- 39. Occupants must display a KIHEI SHORES PARKING PERMIT** on their vehicle, as instructed by the SITE-MANAGER. Motorcycles are considered a vehicle and will be REQUIRED to have a Kihei Shores parking sticker.
- 40. Vehicles must display a current Hawai'i registration and safety sticker.** Expiration dates will be noted and vehicle sticker will become invalid if not renewed with the KIHEI SHORES OFFICE. Vehicles not meeting this requirement will be subject to a fine and if not corrected within five (5) working days, will be towed at the Owner's expense.
- 41. AUTHORIZED VEHICLES** shall include the following:
- a. standard passenger vehicles**, including without limitation automobiles
  - b. passenger vans** designed to accommodate ten (10) or fewer people
  - c. motorcycles**, provided they are operated at noise levels not exceeding 45 decibels; and
  - d. pick-up trucks** having a manufacturer's rating or payload capacity of one (1) ton or less
  - e. the foregoing vehicles** which are used both for business and personal use and have signs or markings of a commercial nature on such vehicles, provided that such signs or markings are unobtrusive as determined by the Board.
- 42. The dimensions of Authorized Vehicles** may not exceed the following:
- a. seven feet (7.0')** in width from furthest point to point, including mirrors and tires
  - b. eighteen-feet (18.0')** in length, including bumper attachments and hitches
  - c. six feet, four inches (6'4")** in height, including roof racks or other projections
- 43. PROHIBITED VEHICLES** shall include the following:
- a. commercial vehicles**, including, but not limited to: stake-bed trucks, tank trucks, dump trucks, tow trucks, buses, step vans, concrete trucks; but excluding those vehicles described in Paragraph 41e;

349           **b. buses or vans** designed to accommodate more than ten (10) people;  
350           c. vehicles having more than two (2) axles;  
351           **d. trailers** (including boat & horse trailers), trailer coaches;  
352           **e. recreational vehicles, motor homes, campers, or pickup trucks**  
353 with a camper shell that is higher than the cab or longer than the factory bed;  
354           f. all-terrain vehicles (ATV) ;  
355           g. boats;  
356           **h. noisy (in excess of 45 decibels) vehicles or vehicles without**  
357 **mufflers or bad mufflers**; owners of such vehicles shall have 72 hours to repair  
358 their vehicle, or it will be subject to TOW-AWAY; offending vehicles may be  
359 banned from entering the Property.  
360           i. unlicensed or unregistered vehicles;  
361           **j. inoperable vehicles**; if a vehicle is cited as inoperable, (flat tire, etc.)  
362 the problem must be rectified within 24 hours or the vehicle will be subject to  
363 fines for failure to correct and/or the vehicle may be booted or towed at its  
364 owner's expense;  
365           k. vehicles from which an essential or legally required operating part is  
366 removed;  
367           l. Oversized Vehicles (defined below);  
368           m. Unsightly Vehicles (defined below);  
369           n. "high boy" jacked-up vehicles;  
370           o. vehicles with oversized tires;  
371           p. smoky vehicles;  
372           q. parts of vehicles;  
373           r. aircraft;  
374           s. such other vehicles and/or any vehicle or vehicular equipment as the  
375 Board may determine from time to time.

376 **Temporary parking** of the Prohibited Vehicles described in preceding  
377 subparagraphs (a), (b), (c), (d) or (e) shall be permitted.

378 **"Temporary Parking"** shall mean the parking: (1) of such vehicles belonging to  
379 Occupants and/or their Invitees for purposes of loading and unloading only, or (2)  
380 delivery trucks, service vehicles and other commercial vehicles for purposes  
381 related to the furnishing of services to the Association or an Occupant, and/or for  
382 loading and unloading only; provided further, that no such temporarily parked  
383 vehicle may remain within the Property overnight.

384 **"Unsightly Vehicle"** shall mean a vehicle which: (1) is not substantially whole as  
385 when purchased new, (2) is substantially wrecked and not repaired; (3) has  
386 damaged fenders, bumpers, doors, radiator grills or other exterior surfaces; (4) is  
387 missing a fender, bumper, or door; (5) has a cut off top, front or rear end; (6) is  
388 loaded with debris and/or construction materials; (7) has prolonged flat tires; (8)  
389 displays flags or numerous bumper stickers; (9) is a non-drivable vehicle; (10) is  
390 crudely and unsightly painted, or is painted with camouflage paint, or has paint  
391 worn through to the undercoat; (11) has a broken out window; or (12) has  
392 characteristics not normal to a reasonably safe and fair conditioned drivable  
393 vehicle.

394 **"Oversized Vehicle"** shall mean either **(a)** a vehicle whose dimensions exceed  
395 the authorized dimensions described in **Rule 42**; or **(b)** a vehicle regardless of its  
396 dimensions that when parked in a parking stall it extends beyond the length of  
397 that parking stall when its front end is parked against the concrete bumper or  
398 curb. Occupants must apply in writing and receive written approval from  
399 MANAGEMENT for any vehicle exceeding this requirement prior to parking on  
400 the premises. Management can give approval only if an appropriate space is  
401 available which will not cause a hazard to other drivers.

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403 **PROSPECTIVE RESIDENTS** are hereby cautioned to be sure that their  
404 vehicles meet this requirement prior to signing any binding agreement for Unit  
405 purchase, lease or occupancy. Vehicles in violation of these Rules are not  
406 allowed to park on the premises and are subject to being towed at its owner's  
407 expense.

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409 **44. TWO VEHICLE MAXIMUM PER UNIT:** Occupants of a Unit may  
410 collectively maintain no more than two (2) Authorized Vehicles within the  
411 Property (**NOTE:** this includes *motorcycles*).

412 **45. ONLY ONE RESERVED PARKING SPACE PER UNIT:** The Declaration  
413 requires that there be only one reserved parking space for each Unit. Occupants  
414 must park their vehicles within the confines of that reserved parking space. If  
415 someone else is parked in your space, you must park in a non-reserved parking  
416 space elsewhere on the Property while the situation is being resolved, and call  
417 SECURITY or the SITE-MANGER to advise them of the illegal parking situation.

418 **46. Motor vehicles must be parked "front-end-into-stall" first.** Backing into  
419 a parking space stall in not permitted without a special permit from  
420 MANAGEMENT.

421 **47. Violators of parking regulations** may have their vehicle: (a) BOOTED;  
422 and/or (b) towed away at their expense to the towing company identified on the  
423 signs posted on the premises, pursuant to [Hawaii Revised Statutes §290-11](#).

424 **a. Booting of Vehicle:** Any vehicle booted will pay a fee of \$50.00  
425 **CASH** to a KIHEI SHORES staff member or security to get the vehicle released.

426 There is a \$50.00 **CASH** charge to remove the boot, which must be paid to a  
427 KIHEI SHORES staff member or to a Security Company agent to get a vehicle  
428 released. Booted vehicles left in excess of 24 hours will incur an additional  
429 \$50.00 fee for each 24 hour period. If your vehicle is booted, contact the KIHEI  
430 SHORES OFFICE at (808) 357-1219. After hours the answering service will  
431 dispatch someone to assist you. The boot release charge is subject to change at  
432 the discretion of MANAGEMENT.

433 **b. Towing of Vehicle:** Areas designated NO PARKING are done so for  
434 serious reasons. The fire department and other emergency vehicles have very  
435 specific requirements. **If you park in these areas your vehicle may be**  
436 **immediately towed away at your expense.** Tow charges are higher than our  
437 boot charge.

438 **48. Residents are responsible for the upkeep of their parking space** and  
439 for the removal of any rubbish and excessive oils and grease.

440 **49. No vehicle mechanical repairs or maintenance** shall be performed on  
441 the Property, except in the case of an emergency – such as repairing a flat tire,  
442 adding water or oil. **NOTE:** there shall be no draining of oil or other vehicle  
443 fluids anywhere within the Property.

444 **50. Parking areas may not be used for any recreational activities** (such as  
445 ball playing, riding of bicycles, etc.).

446 **51. No parking is allowed whatsoever within the FIRE LANE ZONE,** which  
447 area is designated by red curb paint. Any vehicle parking in the Fire Lane Zone  
448 shall be subject to immediate towing

449 **52. The maximum speed limit** in KIHEI SHORES is **10 MPH.**

450 **53. Cars towed away** for violations are towed at Unit Owner's expense.

451 **54. Visitor Spaces** are for use by Visitors and vendors only for a period of up  
452 to three (3) hours, after which they will be booted by KIHEI SHORES' staff or  
453 towed away. Occupants may not park in Visitor spaces. Visitors are not allowed  
454 to switch stalls after their 3 hour time has lapsed. Any violation of this will result in  
455 the vehicle being BOOTED, fined and/or towed away. Occupants may be  
456 subject to FINES if their Visitors abuse parking privileges.

457 **55. Guest parking space passes** are for guests only – not for Residents.  
458 There are two types of guest passes – ORANGE – for parking of Guest vehicles  
459 in the South Kihei Road entry driveway; and GREEN – for parking of vehicles  
460 within the main building areas of the Property.

461 **56. Vendor parking space passes** may be verbally authorized by  
462 MANAGEMENT for the parking of Vendor vehicles in non-reserved parking  
463 spaces between 8:00 a.m. and 6:00 p.m. Any such verbal authorization shall be  
464 logged in at the OFFICE with the name of the VENDOR, the UNIT NUMBER  
465 where such VENDOR is working and the expected TIME required.

466 **57. CAR WASHING**

467 **a. Car washing may only be done in the car wash area** located at the  
468 top of the central parking area, above the KIHEI SHORES office. Vehicles may  
469 not be washed in any other area in the Property.

470 **b. Carwash area** is for use by Residents only.

471 **c. First Come, First Serve:** The car wash area is for use on a first come  
472 first serve basis and only one vehicle at a time.

473 **d. Posted car wash rules** must be obeyed.

474 **e. The use of the car-wash area may be subject to permission from**  
475 **or control by the SITE-MANAGER.** On previous occasions, the car-wash area  
476 has been abused by people detailing their vehicles or washing other people's  
477 cars for money. Because water from the car-wash areas flows to storm sewers  
478 and directly into the ocean, such abuse has resulted in harmful chemical run-off.  
479 In addition, water is a large property expense being paid for by the Association,  
480 which uses your monthly assessment fees to do so.

481 **f. PLEASE TAKE CARE TO MINIMIZE YOUR CAR-WASHING**  
482 **ACTIVITIES.**

483 **g. All clean-up materials,** equipment and rubbish must be removed from  
484 the area when completed.  
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486 **BUILDINGS**

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488 **58. No projections** (including an awning or air-conditioning) shall extend  
489 through or over any door or window opening into any corridor or beyond the  
490 exterior face of a building, except as approved in writing by MANAGEMENT.

491 **59. No pictures, posters, stickers or notices** shall be attached to exterior  
492 walls, inside/outside windows or doors, except as approved in writing by  
493 MANAGEMENT.

494 **60. No alteration or addition to the Common Area** may be made without the  
495 prior written approval of MANAGEMENT.

496 **61. No additions or structural alterations may be made to any Unit** or to  
497 any plumbing or electrical system or other similar work that would result in the  
498 penetration of the unfinished surfaces of the perimeter ceilings, walls or floors of  
499 a Unit or to any other Common Areas surrounding such Unit shall be made  
500 without the prior written consent of MANAGEMENT.

501 **62. Owner's Rights Regarding Unit Improvement or Alteration:** Each  
502 Owner shall have the right, at such Owner's sole cost and expense: **(a)** to make  
503 any improvement or alteration within the boundaries of such Owner's Unit that do  
504 not impair the structural integrity or mechanical systems or lessen the support of  
505 any portion of the Common Areas; **(b)** to maintain, repair, replace, repaint, paper,  
506 panel, plaster, tile and finish the interior surfaces of the ceiling, floors, window  
507 frames, trim, door frames and perimeter walls of such Owner's Unit and the  
508 surfaces of the bearing walls and partitions located within the Unit and to  
509 substitute new finished surfaces in place of those existing on said ceiling, floors,  
510 walls, and doors of said Unit; however, for installation of floor surfaces separating  
511 Units, a sound control underlayment shall be installed as required by the

512 MANAGEMENT; and (c) to modify such Owner's Unit to facilitate access for  
513 handicapped/disabled persons pursuant to Applicable Law.  
514 **63. Load-bearing walls may not be removed or cut into** without the prior  
515 written approval of MANAGEMENT.  
516 **64. Modifications for handicapped access, use:** notwithstanding anything to  
517 the contrary contained herein, handicapped Residents shall (a) be permitted to  
518 make reasonable modifications to their Units and/or the Common Area, at their  
519 own expense (including without limitation the cost of obtaining any bonds  
520 required by the Declaration or Bylaws), if such modifications are necessary to  
521 enable them to use and enjoy their Units and/or the Common Area, as the case  
522 may be; and, (b) be allowed reasonable exemptions from these HOUSE RULES,  
523 when necessary to enable them to use and enjoy their Units and/or the Common  
524 Area, provided that any handicapped Resident desiring to make such  
525 modifications or desiring such an exemption shall so request in writing to  
526 the SITE MANAGER. Such request shall set forth, with specificity and in detail,  
527 the nature of the request and the reason that the requesting party needs to make  
528 such modifications or to be granted such an exemption. MANAGEMENT shall  
529 not unreasonably withhold or delay its consent to such request, and any such  
530 request shall be deemed to be granted if not denied in writing, within forty-five  
531 (45) days of MANAGEMENT's receipt thereof or of any additional information  
532 reasonably required by MANAGEMENT in order to consider such a request,  
533 whichever shall last occur.  
534 **65. Satellite dishes or antennas may be installed and maintained by**  
535 Residents inside their Units and/or within the original boundaries of their lanais,  
536 provided, however any such dish or antenna must be 39.37 inches (1 meter) or  
537 less in diameter or diagonal measurement. In addition, the satellite dish or  
538 antenna may be installed only within the inner facing boundaries of the lanai  
539 area and such installation cannot be destructive into the Common Area  
540 improvements if to do so would cause such damage as to the impair the safety of  
541 the Building or its Occupants – (for example, this means that if you drill holes or  
542 hammer nails or screws into the Common Area walls of your lanai or the  
543 Building, care must taken that any resulting holes will be caulked or otherwise  
544 sealed sufficient to prevent water intrusion)

545

546 **IF YOU INSTALL AN ANTENNA OR SATELLITE DISH IN AN**  
547 **UNAUTHORIZED AREA OR IN SUCH A WAY THAT IT CAUSE DAMAGE TO**  
548 **THE COMMON ELEMENTS, THE ASSOCIATION SHALL HAVE THE RIGHT**  
549 **TO CAUSE THE REMOVAL OF THE ANTENNA OR SATELLITE DISH**  
550 **WITHOUT YOUR PERMISSION OR KNOWLEDGE, AND/OR TO MAKE ANY**  
551 **REPAIRS FOR ANY DAMAGE, AND TO CHARGE YOU FOR ALL COSTS OF**  
552 **DOING SO.**

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554 **66. Furniture placed by MANAGEMENT** in the Common Area (tables, chairs)  
555 is for use in that specific area where placed and must not be moved.

556 **67. Responsibilities for Utility Facilities/Utility Installations:** Each Owner  
557 shall be responsible for the maintenance, repair and replacement of the utility  
558 installations within such Owner's Unit, including heating, ventilating and air-  
559 conditioning systems that service such Owner's Unit (including air-conditioning  
560 compressors), and **"Outlets"** of electrical and plumbing (including water & sewer  
561 pipe Outlets) facilities. For purposes of this Paragraph, the term **"Outlet,"** by way  
562 of example and not limitation, shall mean any portion of a utility facility that is  
563 located within the boundaries of a Unit, and any pipe or other utility facility, from  
564 the point at which such utility facility is *reasonably* accessible from within a Unit;  
565 more specifically, the term **"Outlet"** shall mean the point at which any utility facility

566 can be serviced without the need for destructive entry into the walls, floors,  
567 ceilings that comprise the Common Elements of either the Building or the  
568 Property (interior dividing walls within the boundaries of a Unit that are not  
569 structural bearing walls shall be considered a portion of the Unit and shall be the  
570 responsibility of the Owner).

571

## 572 **SWIMMING POOL AREA**

573 **68. MANAGEMENT reserves the right** to exclude any and all persons from  
574 the use of the pool/spa.

575 **69. Persons using pool facilities do so at their own risk. NO LIFEGUARD**  
576 **IS ON DUTY** in the swimming pool area. The pool area is for the exclusive use  
577 of only Occupants and their Visitors. Access to the pool area shall be restricted  
578 to those Occupants with a **POOL KEY**. Pool guests are limited to four per Unit  
579 without prior approval of MANAGEMENT, subject to the legal limit of persons  
580 within the pool area. An Occupant's family members or guests found in those  
581 areas shall be presumed to be there with the full knowledge and consent of the  
582 Occupant. Occupants shall be responsible for the health and safety of  
583 themselves, their family members, and their guests who use the pool area and  
584 for ensuring that all rules for those facilities are obeyed. Unit Owners are  
585 financially responsible for any damages or destruction caused by themselves,  
586 their Guests and Tenants.

587 **70. Lost, damaged or stolen articles** anywhere in the Property shall not be  
588 the responsibility of MANAGEMENT.

589 **71. Children; Non-Swimmers:** Occupants must ensure that family members  
590 and guests who are non-swimmers or weak swimmers are accompanied at all  
591 times in the pool area by someone who can ensure their safety. In particular, a  
592 child under the age of 12 should be accompanied by an adult when using the  
593 pool, unless the child is a competent swimmer. A child's parent or guardian shall  
594 be responsible for determining if the child is a competent swimmer.

595 **72. Heated Spa Use:** Anyone who may be adversely affected by the heat or  
596 humidity of the spa, such as young children, pregnant women, and anyone with  
597 high blood pressure, should not use those facilities. Since prolonged exposure to  
598 high water temperatures can cause drowsiness and/or raise the blood pressure  
599 of any such persons, they should be accompanied by a parent, guardian or  
600 someone who can ensure their safety when using the spa.

601 **73. Pool hours** are as posted.

602 **74. No alcohol** may be brought into or used in the pool area.

603 **75. No glass**, china, crockery and similar breakable items or glass items shall  
604 be permitted in the pool area.

605 **76. No food** is allowed in the pool area.

606 **77. Non-alcoholic beverages are permitted**, provided they are in plastic  
607 containers or their original aluminum cans. All such containers and cans must be  
608 removed from the pool area or deposited in trash receptacles in the pool area,  
609 prior to exiting the pool area.

610 **78. No nude sunning or swimming**, regardless of age.

611 **79. A bathing suit must be worn by anyone entering the pool or spa:**  
612 Cutoff shorts and "street" clothes are not allowed, because they may be made of  
613 material that might foul the filter or contain chemicals which may affect the  
614 balance of the pool water.

615 **80. Swim diapers:** Persons who are incontinent or not toilet-trained shall not  
616 use the pool or spa unless they wear pants which will prevent leaks (e.g. *swim*  
617 *diapers*)

- 618 **81. Showers are required** prior to entering the pool or spa. Each time a  
619 swimmer exits the pool area, he or she must again shower before re-entering the  
620 pool or spa.
- 621 **82. No ailing person** or person who has a skin condition, infection, open sore,  
622 or communicable disease may use the pool or spa.
- 623 **83. No toys, inner tubes** or similar items shall be permitted in the pool or spa  
624 at any time.
- 625 **84. No metal, stones, coins, marbles** or other objects of any kind may be  
626 thrown or dropped in the swimming pool.
- 627 **85. The restroom in the Office Building** off the pool area is open to everyone  
628 during regular pool hours.
- 629 **86. Only sound-producing devices with EARPHONES are allowed in the**  
630 **pool area.** No loud music is allowed in the Common Area at any time.
- 631 **87. Pool area rules will be set by MANAGEMENT** and may be enforced by  
632 staff or any of its authorized agents (e.g. Security). Everyone is required to obey  
633 the posted pool rules. Failure to obey the pool rules could result in the individual  
634 being barred from the pool, with the duration determined by Management.
- 635 **88. Minimum Pool Rules:**
- 636 • DO NOT DISTURB OTHERS • NO SPLASHING • NO RUNNING
  - 637 • NO BOMBING • NO HORSEPLAY • NO ANIMALS • NO GLASS ITEMS
  - 638 • NO HAIRPINS • NO NUDE SWIMMING • BRING TOWEL TO DRY OFF
  - 639 • NO SPITTING, SPOUTING OR BLOWING NOSE • NO WATER GUNS
  - 640 • NO RAFTS OR BOOGIE BOARDS • NO DIAPERS (except “Swim
  - 641 Diapers”)• NO PETS
  - 642 • NO PERSON WITH SKIN DISEASE OR OPEN SORES
  - 643 • MUST SHOWER BEFORE ENTERING POOL
  - 644 • GUEST MUST BE ACCOMPANIED BY OCCUPANT
  - 645 • RESPECT THE RIGHTS OF OTHERS USING THE POOL
  - 646 • PLEASE DRY OFF BEFORE LEAVING THE POOL
  - 647 • POOL GATE MUST BE CLOSED AND LOCKED AT ALL TIMES

648  
649

## CONDUCT

- 650 **89. Respect your neighbor's right to peace and quiet enjoyment,** even  
651 during times not considered “quiet hours.”
- 652 **90. No roller blades, skates,** shoe skates (Heely’s), skateboards, or scooters  
653 may be ridden/played with anywhere on the Property. Management may  
654 confiscate any of these items from minors. Parents/guardians may retrieve  
655 confiscated items from office within 14 days or such items shall disposed of  
656 according to Applicable Law.
- 657 **91. Bicycles** are allowed as bona fide transportation only from a Unit entry or  
658 bike rack to the Property exit
- 659 **92. Roofs** are off-limits to any person.
- 660 **93. Manhole covers** may not be removed or tampered with by any person
- 661 **94. Trees** are off-limits to any person.
- 662 **95. Minors** seen in possession of items that could be a danger to themselves  
663 or others may have such items confiscated by MANAGEMENT.  
664 Parents/guardians may retrieve confiscated items from office within 14 days or  
665 management shall disposed of according to Applicable Law.

666 **96. CURFEW: County of Maui** curfew restrictions shall apply to all KIHEI  
667 SHORES Common Areas:<sup>6</sup>

668

669 Except for a minor person accompanied by his or her parent, guardian or other  
670 adult authorized by such parent or guardian:

671 **a.** Any person under the age of 13 shall not be present in the Common  
672 Areas between the hours of 8:00 P.M. and 4:00 A.M. of the following day; or

673 **b.** Any person who is 13 years to under 16 years shall not be present in  
674 the Common Areas between the hours of 10:00 P.M. and 4:00 A.M. of the  
675 following day; or

676 **c.** Any person who is 16 years to under 18 years shall not be present in  
677 the Common Areas between the hours of 12:00 MIDNIGHT and 4:00 A.M. of the  
678 following day.

679 **97. No solicitation, advertising or canvassing** is allowed in the complex at  
680 any time, except in connection with matters concerning the Association's  
681 operation and management, or pursuant to Applicable Law. There shall be no  
682 posting of posters, signage, flyers, etc in the Common Area without prior  
683 approval of MANAGEMENT.

684 **98. No loitering in the Common Area at any time:** The stairways, walkways,  
685 hallways and parking: lots shall not be obstructed or used for any purpose other  
686 than entry and exit.

687 **99. No illegal drugs** will be permitted anywhere on the Property.

688 **100. No alcoholic beverages** shall be consumed anywhere in the Common  
689 Areas – this includes the pool area and the parking lots.

690 **101. No fireworks** will be allowed anytime anywhere in KIHEI SHORES.

691 **102. No climbing over fences or walls** – (this includes the pool fence).

692 **103. No one may access any electrical boxes or other utility facilities**, or  
693 any other Common Area structure

694 **104. Display of commemorative, festival and holiday decorations** shall be  
695 allowed for a limited time, as determined by MANAGEMENT.  
696

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<sup>6</sup> **Maui County Code** Chapter 9.24.020, 9.24.030 -  
<http://municipalcodes.lexisnexis.com/codes/maui/ DATA/TITLE09/ Chapter 9 24 CURF EW.html>

697

## VIOLATIONS

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**105. MANAGEMENT authority regarding violations:** If an Owner or Tenant violates any of these Rules, MANAGEMENT may:

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701

**a. Enter the Unit** in which (or as to which) such violation or breach exists and summarily *abate* and *remove* any structure, thing, or condition that may exist therein contrary to the intent and meaning of these Rules.

702

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**b. Impose such penalty**, including a suspension of privileges, as MANAGEMENT may deem appropriate or necessary for a specific violation<sup>7</sup>.

705

706

**c. Levy a reasonable fine** on an Owner and/or an Owner's Tenant.

707

708

**d. Enjoin, abate, or remedy** by appropriate legal proceedings either at law or in equity, the continuance of any such violation or breach.

709

**106. Notices and Actions for violations** shall be as follows (except in the case of an Emergency or for *Pre-Posted Notices/Fines* described hereafter):

710

711

**a. FIRST NOTICE/ACTION:** Written notice of specific violation(s) shall be given and a request to take immediate action (copy to Owner, if Resident is a Tenant or Guest).

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**b. SECOND NOTICE/ACTION:** Resident shall receive a second request to cease the violation immediately (copy to Owner, if Resident is a Tenant). A fee of \$50 shall be assessed against the Resident.

715

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**c. THIRD NOTICE/ACTION:** If the violation is not corrected or terminated, a \$100 fine shall be assessed, plus \$10 per day, for each day thereafter until the violation is corrected, up to a maximum fine of **\$1,000.00**.

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**d. FOURTH ACTION:** If the violating Resident is a Tenant, eviction or other legal remedy will be taken; if an Owner, legal remedy will be taken.

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722

### **PROTOCOLS:**

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**107. Emergency Violation Situations:** In the case where a violation occurring in the Property may result in an Emergency situation, MANAGEMENT may immediately take whatever action it deems appropriate, depending on the urgency, difficulty and history of the situation.

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**108. Any expenses** incurred in correcting a violation shall be a charge against the violating Occupant – and the Owner of the Unit, if the Occupant is a Tenant or a Guest.

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**109. An opportunity to be heard** shall be given to any Occupant – and the Owner of the Unit (if the Resident is a Tenant) – prior to MANAGEMENT's enforcing a **fine**, imposing a **penalty** or initiating any **legal action** against a Resident and/or Owner, in accordance with the **"Appeal Procedure"** described beginning at **Paragraph 200** hereafter; provided, however, no notice or hearing shall be required when the violation or breach causes or threatens to cause damage to any person or property, or constitutes a violation of building and housing laws affecting health and safety. Nothing contained herein shall be interpreted to prevent or delay the Board and/or Managing Agent from immediately enjoining, abating, removing, or remedying - through automatic fines, legal action, or any other means - any violation or breach that may impair

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<sup>7</sup> **Penalty Examples:** (1) a Resident's violation relating to the swimming pool area may be penalized by that Resident and its Guests being banned from the use of the swimming pool area for a certain period of time; (2) a Resident who returns an Unauthorized Vehicle onto the Property after previously being given notice that to do so is in violation of these Rules, may be penalized by a blanket ban of such Unauthorized Vehicle from the property, resulting in an automatic tow-away.

742 or in any way affect the value or safety of the Project or the use, enjoyment,  
743 safety, or health of any Unit Owner or Resident.  
744 **110. MANAGEMENT reserves the right to waive warning** for certain offenses  
745 (such as having a vehicle impounded that is blocking ingress/egress to a parking  
746 space or is parked in a Fire Lane).  
747 **111. TENANT EVICTION:** Pursuant to **Hawaii Revised Statutes §§514B-**  
748 **104(b)(3) 514B-104(c)**, MANAGEMENT may enforce the *eviction* of a Tenant –  
749 or any other rights exercisable pursuant to a Tenant’s Lease – for any violation if  
750 such Tenant or the Unit Owner fails to cure such violation within ten (10) days  
751 after Notice of such violation is given to the such Tenant and Unit Owner.  
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**IMPORTANT !**

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**PRE-POSTED NOTICES / FEES:**

The following list constitutes a **FIRST NOTICE** to all Residents and Owners that such violations will result in an immediate request to appear before the Appeals Committee or agree to pay the indicated fine in lieu of appearance. The listing of violations below should not be construed to mean that violations of the Rules would not result in a fine. The fine amounts listed below are for a one-time, first-time occurrence.

- Rule #17** Non-White Window Coverings **\$50.00**
- Rule #17** Sheets or blanket window coverings **\$50.00**
- Rule #19** Disturbance of quiet time **\$50.00**
- Rule #20** No Washer/Dryer use between 10 PM and 8 AM **\$50.00**
- Rule #21** Loud parties; drunkenness; vulgar or abusive language **\$50.00**
- Rule #22** Noise-producing devices outside of Unit **\$50.00**
- Rule #23** Operation of vehicle Sound-Amplification System **\$50.00**
- Rule #24** **Non-Service** Pet on premises **\$50.00**
- Rule #25** Smoking in Unauthorized areas **\$50.00**
- Rule #26** Barbecues in Unit or Lanai **\$50.00**
- Rule #27** Unauthorized Air-Conditioners **\$50.00**
- Rule #28** Personal Property in Common Areas **\$50.00**
- Rule #30** No Chairs in Entryways **\$50.00**
- Rule #30** No towels or laundry in Lanai/Hallways or over railings **\$50.00**
- Rule #30** No potted plants outside Lanai Areas **\$50.00**
- Rule #30** Only Good quality furniture in Lanai Areas **\$50.00**
- Rule #30** No Outside or "On-Railing" Hanging Plants **\$50.00**
- Rule #30** No storage furniture/bins in Lanai or Hallways **\$50.00**
- Rule #30** Nothing to be thrown from Lanais, Windows or Doors (e.g. cigarettes, matches) **\$50.00**
- Rule #32** Regular Trash must be properly disposed **\$50.00**
- Rule #32** Bulky or Construction Refuse must be removed from property at Resident's Expense **\$100.00**
- Rule #33** Construction work protocols must be observed **\$100.00**
- Rule ##38/39** Absence of Parking Permit or Guest Pass **\$50.00**
- Rule #40** Current Hawai'i Registration and Safety Sticker **\$50.00**
- Rule #42** Violation of Vehicle dimensions **\$50.00**
- Rule #43** Prohibited Vehicle **\$50.00**
- Rule #46** Front-end-into-stall parking only **\$50.00**
- Rule #47** Residents must upkeep their parking space **\$50.00**
- Rule #54** Visitor spaces are for use of Visitors/vendors for a maximum of three hours in one day **\$50.00**
- Rule #55** Guest passes for Guest vehicles only **\$50.00**
- Rule #57** Vehicle washing in carwash area only **\$50.00**
- Rule #59** No unauthorized pictures, posters stickers or notices **\$50.00**
- Rule #65** Antennas or satellite dishes only within Lanai areas **\$50.00**
- Rule #74** No alcohol within pool area **\$50.00**
- Rule #80** Babies in pool w/o swim diapers **\$100.00 + Costs of Draining & Refilling Pool**
- Rule #90** No roller blades, skateboards or scooters **\$50.00**
- Rule #96** Breach of CURFEW **\$50.00**

803 **WHEN A VIOLATION OCCURS**



804 ***First***, it is not always safe to approach a person who is excited or  
805 aggravated over some issue, especially at night. Don't try to be the judge  
806 and jury and settle the matter between these persons. Exercise extreme  
807 caution if you do decide to speak with the offenders. They may be  
808 become violent when angry.



809 You may choose to file a **Complaint Report** to the MANAGEMENT  
810 giving the time, date, unit number and the type of violation. This will  
811 create an official record of the offenses. MANAGEMENT may write a  
812 letter to the alleged offender. This would become the first notice to the  
813 resident of the violation. The letter may notify the Resident that the next  
814 violation will result in the Resident being requested to appear before the  
815 APPEAL COMMITTEE.



816 If the situation is severe, immediately call the Police to report the  
817 incident. When the officer appears on site, advise him/her of the offense  
818 and ask that a police report be made. Ask the officer to give you his/her  
819 business card with the date and case number written on it. Don't wait  
820 until things have quieted down. That may be too late for the Officer to  
821 make a report. Call immediately!

822 **Kihei/Maui Police Department**  
823 **Non-emergency complaint line**  
824 **(808) \_\_\_\_ - \_\_\_\_\_**

825

## APPEAL PROCEDURE

827 **200.** Any person (the “**Appellant**”) against whom fines, penalties, suspension  
828 of privileges, or other disciplinary action (hereinafter "Penalty") shall be assessed  
829 for violation of the Association’s Declaration, Bylaws, or House Rules, may  
830 appeal such Penalty by the following applicable procedures within **forty-five (45)**  
831 **days** after receipt of written notice of the Penalty: Appellant shall complete and  
832 submit an **Appeal Form** available from the KIHEI SHORES’ office or website,  
833 stating the facts and reasons why the Penalty should not be imposed. If, for any  
834 reason beyond his/her control, the Appellant is unable to submit such Appeal  
835 Form, the time to submit written notice may be extended in the discretion of the  
836 Appeals Committee. If the Appeal Form is not timely given or the time for so  
837 doing is not extended by the Appeals Committee, the Penalty shall be final and  
838 collectible by the Association.

839 **201.** The initial appeal shall be heard and decided by majority vote of a three (3)  
840 person Appeals Committee appointed by the President or Vice-President of the  
841 Association. All Committee appointees shall be Owners. The Committee shall  
842 designate one of the three members as Chairperson. The hearing shall be  
843 informal, held at KIHEI SHORES, and governed by the rules of the **American**  
844 **Arbitration Association (“AAA”)**. If the Appellant is a non-Owner Occupant,  
845 the Owner or the Owner's agent shall be required to be present at the hearing  
846 either in person or telephonically. Appellant may, but need not be, represented  
847 by an attorney.

848 **202.** If Appellant does not agree with the Appeals Committee's decision,  
849 Appellant may further appeal to the Board of Directors. Appellant shall file written  
850 appeal to the Board by written notice to the Board or the Site-Manager within  
851 thirty (30) days after receipt of the Appeals Committee's written decision. If  
852 Appellant shall fail to timely appeal to the Board, or if the Board sustains the  
853 decision of the Appeals Committee, the Board’s decision shall be final and  
854 binding on the Association and Appellant; in which event Association may take all  
855 legal action required to enforce the disciplinary action or collect the fine and/or  
856 record a lien on Appellant's Unit in KIHEI SHORES, or on the Owner of the Unit  
857 occupied by Appellant if he/she is a Tenant.

858 **203. Interest on Unpaid Fines and Late Fees:** Fines must be paid within thirty  
859 (30) days of receipt or 10% penalty will be added. In addition, fines will accrue at  
860 the rate of 1% per month until paid. There will be a \$25.00 fee, plus any bank  
861 charges, for checks not honored by the Owner's bank.

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## DEFINITIONS

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**300. “Applicable Law”** shall refer to any law, regulation, rule, order or ordinance of any State or Federal agency now or hereafter in effect, applicable to (i) the Units, the Property, the respective use thereof, or (ii) an Owner, Occupant, Visitor or Trespasser.

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**301. “Association”** means the ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC., a Hawai’i nonprofit corporation.

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871

**302. “Board,” “Board of Directors,” “Directors”** which refers to those Owners who are elected by the Association members or as otherwise authorized by the Governing Documents, to appoint the Officers of the Association and to manager the affairs of the Association in accordance with the Governing Documents and Applicable Law.

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**303. “Condominium,” “Condominium Property” or “Property”** means all of KIHEI SHORES, including those portions of which are designated for separate ownership (the “Units”) and the remainder of which (the “Common Area,” “Common Elements” and “Limited Common Elements”) is designated for common ownership solely by the Unit Owners.

875

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**304. “Common Area” or “Common Elements”** means (1) all portions of the KIHEI SHORES other than the Units; and (2) any other interests in real estate for the benefit of Unit Owners that are subject to the Declaration.

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**305. “Documents,” “Association Documents” or “Governing Documents”** means and refers to the documents covering the ownership, use and Operation of the Property, the Units and certain duties, responsibilities and conduct of Residents and Management. The Association Documents including the following:

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888

- a. These **HOUSE RULES (Rules and Regulations)**;

889

The following documents recorded in the Bureau of Conveyances of the State of Hawai’i:

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891

- b. **DECLARATION:** that certain Second Restated Declaration of Condominium Property Regime of Kihei Shores recorded February 12, 2002 as Document No. 2002 025029;

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893

- c. **BYLAWS:** that certain Second Restated Bylaws of the Association of Apartment Owners of Kihei Shores recorded November 13, 2001 as Document No. 2001 206743

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- d. **MAP or CONDOMINIUM MAP:** that certain Condominium Map No. 1920; and

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- e. **ARTICLES or ARTICLES OF INCORPORATION:** that certain **ARTICLES OF INCORPORATION** for the ASSOCIATION OF APARTMENT OWNERS OF KIHEI SHORES, INC., a Hawai’i nonprofit corporation, filed on June 9, 2005 with the Business Registration Division of the Department of Commerce and Consumer Affairs of the State of Hawai’i.

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**306. “Guest”** is a person who stays overnight in an Owner’s Unit for a period not exceeding thirty (30) days. All Guests shall register at the Kihei Shore’s Front Office. One member of a group of Guests staying in the same Unit may register all of the Guests.

900

901

**307. “Management”** refers to any one of the following:

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903

- a. **“Managing Agent”** refers to any Person retained as an independent contractor, and their duly authorized employees, for the purpose of Operating the Condominium Property.

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- b. **“Site Manager”** refers to any Person retained as an employee by the Association to manage, on-site, the Operation of the Property.

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915           c. “**Officer**” refers to the President, Vice-President, Secretary and  
916 Treasurer of the Association, or any one of them, in their respective capacities  
917 authorized by the Governing Documents.

918 **308. “Office, Front Office”** refers to the Kihei Shores Office located on the  
919 Property and the authorized personnel working therein on behalf of the  
920 Association or the Managing Agent.

921 **309. “Occupant”** is any person who stays in a Unit overnight. An Occupant  
922 may be an Owner, a Guest, or a Tenant.

923 **310. “Operation”** (and its related word forms, which includes, but is not limited  
924 to “*Operate*”) basically means and refers to either (1) the ***maintenance, repair***  
925 ***and replacement*** of an **Improvement** in the Property; or (2) an Owner’s,  
926 Resident’s or Management’s duty or responsibility to perform under these Rules.

927 **311. “Resident”** is a person who resides in a Unit on a permanent or semi-  
928 permanent basis, who is NOT a “Guest” or a “Visitor.” A Resident may be an  
929 Owner or a Tenant.

930 **312. “Tenant”** is a person who leases or rents a Unit from an Owner for a  
931 period intended to be thirty (30) days or more.

932 **313. “Unit”** (formerly “**Apartment**” under Hawai’i Statute 514A) means a  
933 physical or spatial portion of the Property designated for separate ownership or  
934 occupancy. The boundaries of each Unit are the interior unfinished surfaces (not  
935 including paint, paper, non-bearing walls, tile, enamel, or other finishes) of the  
936 perimeter walls, floors, doors, windows and ceilings thereof where they exist.  
937 More specifically, each Unit shall include: the interior undecorated surfaces of  
938 bearing walls and perimeter walls, floors and ceilings; and the outlets of all Utility  
939 Facilities. “**Outlet,**” by way of example and not limitation, shall mean any portion  
940 of a Utility Facility that is located within the boundaries of a Unit, and is used or  
941 operated or intended to be used or operated exclusively by such Unit and shall  
942 include any Utility Facility from the point at which such Utility Facility is  
943 *reasonably accessible* from within a Unit and/or to the point at which a Utility  
944 Facility can be serviced without the need for destructive entry into the perimeter  
945 or bearing walls, floors and/or ceilings that comprise the Common Elements.  
946 **Extensions of Outlets** that are used or operated or intended to be used or  
947 operated exclusively by a Unit beyond the foregoing points shall be a “*Limited*  
948 *Common Element,*” unless deemed otherwise by the Board and/or Applicable  
949 Law.

950 **314. “Utility Facilities” and/or “Utility Installations”** shall mean and refer to,  
951 but not be limited to, internal and external: telephone, electrical, television and  
952 computer wiring, cable, satellite dish and/or similar transmission devices and/or  
953 media available now or in the future; gas, water, sanitary sewer and drainage  
954 facilities pipes and conduits; plumbing, lighting, heating and air conditioning  
955 facilities, including air conditioning compressors and condensers and all such  
956 other similar utilities.

957 **315. “Visitor”** is a person who visits an Occupant without staying overnight or  
958 who stays overnight incidentally (i.e. for not more than 3 nights). A Visitor is not  
959 required to register at the Front Office; provided, however, a Visitor who has a  
960 vehicle on the Property must register his or her Vehicle with MANAGEMENT.  
961 Visitors may ONLY park their registered vehicles overnight in un-reserved  
962 Parking Spaces in the Central or Entry Parking Area. MANAGEMENT, however,  
963 reserves the right to prohibit Visitors from parking any vehicle on the Property  
964 whatsoever.

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## ENDNOTES

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### DECLARATION KIHEI SHORES

10. Administration of Project. ... Specifically, but without limitation, the Association shall:

...

(e) Have the right, to be exercised by the Board or its managing agent, to enter any Apartments and limited common elements from time to time during reasonable hours for periodic inspections as may be necessary or appropriate in connection with the operation of the Project or for emergency repairs therein required to prevent damage to any Apartments, common elements or limited common elements or for the installation, repair or replacement of common elements.

ii

### AOAO KIHEI SHORES

#### BYLAWS

#### ARTICLE IV ADMINISTRATION

Section 2. Access to Apartments. The apartment owners shall have the irrevocable right to be exercised by the Board, to have access to each apartment from time to time during reasonable hours as may be necessary for the operation of the Project or for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments.

iii

### **AOAO Of Ahuimanu Gardens v. Flint; SUMMARY DISPOSITION ORDER No.26826, 12/2/2005 (John Morris)**

**<http://www.hawaii.gov/jud/opinions/sct/2005/26826sdo.htm>**

iv

**§514B-137 Upkeep of condominium.** (a) Except to the extent provided by the declaration or bylaws, the association is responsible for the operation of the property, and each unit owner is responsible for maintenance, repair, and replacement of the owner's unit. Each unit owner shall afford to the association and the other unit owners, and to employees, independent contractors, or agents of the association or other unit owners, during reasonable hours, access through the owner's unit reasonably necessary for those purposes. Unless entry is made pursuant to subsection (b), if damage is inflicted on the common elements or on any unit through which access is taken, the unit owner responsible for the damage, or the association, if it is responsible, is liable for the prompt repair thereof; provided that the association shall not be responsible to pay the costs of removing or replacing any finished surfaces or other barriers that impede its ability to maintain and repair the common elements.

(b) The association shall have the irrevocable right, to be exercised by the board, to have access to each unit at any time as may be necessary for making emergency repairs to prevent damage to the common elements or to another unit or units. [L 2004, c 164, pt of §2; am L 2006, c 273, §22]