



**Association of Apartment Owners
of Kaanapali Alii**

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H O U S E R U L E S

Revised: January 2009



**Association of Apartment Owners
of Kaanapali Alii**

HOUSE RULES

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ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ALII

HOUSE RULES

January 2009

As provided for in the BY-LAWS of the ASSOCIATION OF APARTMENT OWNERS OF KAA NAPALI ALII, Article XIII, certain rules and regulations have been adopted and must be enforced to help insure the peace, tranquility and well-being of the KAA NAPALI ALII property (the "Property"). These rules serve as a guide to consideration for others and to the application of common sense so as to help create a friendly, pleasant, and congenial atmosphere.

It has been intended that the House Rules be relatively brief and that the Association and its Board of Directors, upon its formation and throughout its life, add to and amend these rules as deemed appropriate for the safety, cleanliness, comfort and convenience of all occupants.

These rules for the KAA NAPALI ALII Property supplement but do not change the obligations of owners and tenants contained in the Declaration and By-Laws for the condominium. They apply to all owners, tenants and guests living on the Property as well as members of their families and guests, and shall be enforced by the Managing Agent, and Resident Manager as an agent of the Board.

SECTION A. RULES PERTAINING TO APARTMENTS

1. **Visible Aesthetics.** Except for any items provided with the apartment by the Developer:
 - a. No awning, Venetian blinds, window guards, radio or television antenna, planters or other similar objects shall be attached to or hung from the exterior of any building or railing, or protrude through the walls, windows or ceiling thereof.
 - b. No notice, advertisement, bill, poster, illumination or other sign shall be inscribed or posted on or about the Property, unless approved in writing by the Board of Directors or the Managing Agent.
 - c. Nothing shall be projected from any window or lanai of the Property unless approved in writing by the Board of Directors or the Managing Agent.
 - d. If any owner wishes to change the draperies originally provided with the apartment, the side of all draperies or window treatments placed against the windows or doors or openings facing toward the exterior of the building shall be as nearly identical in color (beige or white) to those originally provided as practical.
 - e. No shoes, slippers, laundry or other articles shall be left in view at front entrances.

2. **Apartment Maintenance.** The repair and maintenance of apartment interiors are the responsibilities of the individual owners.
 - a. The **Guidelines for Contractors** are hereby made a supplement to the "House Rules."
 - i. Scheduling of construction or demolition work must be approved by the Managing Agent at least seven (7) days in advance of starting the work.

- b. Termite Infestation. If termite infestation is discovered in a condominium unit, the owner is responsible to:
 - i. Verify the termite infestation with a licensed pest control contractor.
 - ii. Notify the Managing Agent of such termite infestation and provide the Managing Agent with a copy of the infestation verification.
 - iii. Take immediate steps to remove any personal property woodwork containing termite infestation.
 - iv. The Managing Agent is responsible to verify that the infested wood has been removed and to cause any common area woodwork with termite infestation to be removed and treated.
 - v. After removal of any infested woodwork, the owner must obtain a verification of completion of treatment to the unit by a licensed pest control contractor and a statement from same that no further evidence of termite infestation exists in that unit.
3. Nameplates. Nameplates and names of the owners may be displayed only in the form and at such places as are approved by the Board.
4. Noise.
 - a. All noises from whatever source shall be controlled so that they do not unreasonably disturb or annoy other residents of the building.
 - b. All residents shall maintain quiet between the hours of 10:00 p.m. and 7:00 a.m. daily.
5. Emergencies.
 - a. If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly.
 - b. Any emergency, particularly such emergencies as flooding, fire, theft, etc. or any situation that might cause damage to the common areas or an adjacent unit(s) should be brought to the immediate attention of the Manager on Duty or Security.
6. Deliveries.
 - a. The Managing Agent, Board of Directors, or Association are not responsible for packages or other deliveries left in halls, at doors of units or any other place not designated on the Property, nor for any personal property placed or left in or about the buildings.
 - b. Each owner or tenant shall arrange for delivery of parcels or items other than parcels or items delivered by U.S. Mail at their respective apartments, subject to Section B.4 of these rules below.
7. Lanais.
 - a. Lanai furnishings are subject to approval by the Board of Directors.
 - i. Furnishings must be restricted to sturdy, patio-style furniture in solid, earth tone colors (beige, tan, taupe, cream).
 - ii. No furnishings or additional lighting shall be taller than rail height.
 - b. Nothing shall be attached, hung, or suspended from any wall or railing of the lanais.
 - c. With the exception of lanai floor tile, no modification of lanais will be allowed. Selection and color of lanai tile is subject to Managing Agent approval and must be in earth tones (beige, tan, taupe, cream).
 - d. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements.

- e. No hanging plants, ornaments or lights are permitted.
 - f. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior or the building.
 - g. Garment, rugs, mops, or other objects shall not be dusted or shaken from lanais, windows, stairways or fire escape areas of the buildings or cleaned by beating or sweeping on any exterior part of the buildings.
 - h. Dust, rubbish or litter shall not be swept or thrown from any apartment or any room of the buildings into any entry way or other parts of the premises.
 - i. Nothing shall be thrown or emptied by occupants or their guests out of windows or doors into any part of the buildings or Property.
 - j. No textile items such as towels, bathing apparel and clothing, and no brooms, mops, cartons, bicycles, surfboards, or other similar items shall be placed on lanais or passages or in windows so as to be in view from the outside of the building.
 - k. Other than protected candle light, no fires or open flame shall be permitted on any apartment lanai or common area other than area designated by Board of Directors.
8. Rubbish.
- a. Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge, noxious or flammable gases or vapors, or pose any hazard to health or property shall not be deposited in the garbage collection areas.
 - b. Rubbish is to be bound in reasonably sized odor reducing bundles and deposited by the residents in the garbage collection areas.
 - c. There shall be no dumping of trash or garbage between 10:00 p.m. and 7:00 a.m.
9. Guests.
- a. The apartment occupant is responsible at all times for the reasonable conduct of the occupant's guests.
 - b. Any guest who will be residing in the building should be registered with the Managing Agent.
 - c. Owners and tenants are responsible for the conduct of the tenants, guests and fellow residents of the unit and for each of their family members, employees, and any person who may use the project while on the common elements.
10. Air Conditioning.
- a. All air conditioning units must be approved by the Board of Directors prior to installation to insure that the voltage requirements are compatible with the electrical system of the Property and any noise from such units will not disturb other persons.
 - b. All air conditioners shall be equipped with appropriate drip pans to prevent the accumulation of dripping water on lanais and thus prevent the possibility of water damage or irritation to other apartments.

SECTION B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Soliciting.** No charitable or commercial soliciting for sales of goods and services, or religious or political activities shall be permitted in the Property unless approved by the Board of Directors.
2. **Surfboards and Bicycles.** Surfboards and bicycles shall be stored only in the racks and storage areas provided on the Property grounds. Only owners may take covered surfboards into apartments. The Temporary Surfboard Rack is to be used by owners and guests ONLY while in-house. All surfboards stored will be the owner's risk of loss.

Surfboard Racks. The Association has constructed two surfboard racks for use by owners and guests of the Kaanapali Alii. The "Temporary Surfboard Rack" is intended for use by in-house owners, their guests, and long term renters of the Kaanapali Alii without charge. The "Permanent Surfboard Rack" is provided as an added convenience for those owners wishing to store their boards on-site, at a cost of \$150.00 per slot, per year. Following are the rules applying to each rack:

Temporary Surfboard Rack (located behind poolside restrooms)

- a. To be used only by owners, owners' guests, and renting guests during their stay at the Kaanapali Alii.
- b. Owners/guests assume full responsibility for the boards.
- c. Boards left in the Temporary Storage Rack beyond the stay of owners will be removed by Security to the Permanent Surfboard Rack storage facility and the owner will be charged accordingly.

Permanent Surfboard Rack (located behind the Administration Building)

- a. For the use of Kaanapali Alii owners only.
- b. Slots available on a first come – first serve basis.
- c. An annual storage fee of \$150 per slot will be assessed and will run for twelve consecutive months, beginning the month the board is initially stored in the permanent facility.
- d. Payment will be due upon initial rental of the slot and will be non-refundable.
- e. A liability waiver will be required from all owners using the facility.
- f. Owners will be responsible for storing and removing their boards from the locker. Security will provide access to the locker and both Security and the owner will sign boards in and out.
- g. Friend of owner access will be provided to the locker with owner's written consent for each occurrence.

3. **Skates, Skate Boards, Roller Blades and Bicycles.** Skates, skate boards, roller blades, bicycles, and similar items may not be used on the walkways of the property.
4. **Moving.**
 - a. Move in and moving of large items shall be coordinated through the Managing Agent.
 - b. Any damage to the building caused by moving of furniture, fixtures, inventory or personal effects shall be repaired at the expense of the owners on whose behalf such moving is being done.

5. Protection of Common Areas. Furniture, furnishings and equipment for the common elements have been provided for the safety, comfort and convenience of all residents and guests of the residential apartments and therefore, shall not be altered, extended, removed or transferred to other areas without permission from the Managing Agent.
6. Damages. Each apartment owner or tenant shall be held responsible for any damage or destruction to any common or limited common elements caused by himself/herself, his/her family member, his/her guests, or employees or any other occupants of his/her apartment.
7. Access. The grounds, walkways, stairways, elevators, building entrances, driveways and other similar common elements shall be used strictly for ingress and egress from the parking and apartment areas and must be at all times kept free from obstructions.
8. Litter. Waste receptacles are provided for use in the common elements.
9. Landscaping. None of the Property's landscaping is to be removed, picked or transplanted by any residents or guests.
10. Recreation Areas.
 - a. Use of recreation areas shall be limited to apartment owners, tenants and members of their families and guests.
 - b. Non-residents/guests shall not use the recreation areas unless accompanied by a resident of the complex.
 - c. Use of the tennis court(s) shall be permitted by reservation with the Concierge for up to 24 hours in advance. Apartment owners, only, may reserve tennis courts for their own use up to 48 hours in advance.
 - d. Owners will be offered beach cabana rentals at a 50% discount with the exception of the Christmas and New Year's period, the week of Presidents' Day holiday, and Spring Break week. During these periods, owners will be offered a 20% discount which will be limited to 50% of the total cabanas available for rental.
 - e. Pool area will be closed at 9:00 p.m. for all owners, tenants and guests.
 - f. Barbecue area will be closed at 10:00 p.m. for all owners, tenants and guests.
 - g. Gym hours shall be from 5:00 a.m. until 10:00 p.m.
 - h. Glassware of any type is not permitted at or around the pool area.
 - i. Children under 14 are allowed to use the exercise room, but must have adult supervision.
 - j. Children younger than 9 years of age are allowed in the therapy pool if accompanied by a responsible adult.
 - k. Persons who are not toilet trained or are incontinent are allowed in the main swimming pool and wading pool with a swim diaper.
11. Storage Areas. (Back area of the Pavilion Building)
 - a. The closets behind the pool area restrooms adjacent to the surfboard racks shall be used exclusively by guests for temporary storage of boogie boards, umbrellas and all incoming guests shall be informed that these items are not permitted to be taken to the units.
 - b. The in-house owner storage area located near the bottom stairwell of Building Three is intended for the temporary storage of equipment such as; beach chairs, umbrellas, boogie boards, etc., while the owner is on property.

- c. Large items such as luggage, surfboards, bicycles, etc., are not allowed. A key may be signed out at the Front Desk or Pool House for the use of the owner during their stay. On sign out, there will be a \$100.00 charge entered on to the owner's account. This will be removed when the key is returned. Loss of the key or failure to return the key upon departure will result in the charge remaining.
 - d. All belongings must be removed from the temporary storage area at the time of the owner's departure. Equipment remaining after the owner's departure will be removed after a period of 30 days and discarded. The owner assumes all responsibility and risk for items left in the storage area. The Association and the Managing Agent cannot be responsible.
 - e. Please make sure all belongings have your name and unit number clearly printed on them.
 - f. No common area may be used for temporary storage unless approved by the Managing Agent.
 - g. Items can only be stored in these areas while staying in-house. This is not a permanent storage.
12. Non-Smoking Law. The Smoke-Free Hawaii Law went into effect November 16, 2006, banning smoking in all public places such as restaurants, clubs, airports, theaters, government facilities, bowling alleys, and shopping malls. Indoors or outdoors, if the space is at least partially enclosed by walls or overhangs, smoking is prohibited. This law prohibits smoking within 20 feet of doorways, windows, and ventilation intakes.
- a. The Board voted to ban smoking in all common areas on the property, including lobbies, hallways, stairways, waiting areas, public or office restrooms, elevators, any enclosed or partially enclosed area, recreational areas, areas with temporary or permanent roofs, awnings, or overhangs, including unit lanais. Smoking is only permitted at the "designated smoking area" on the northwest corner of the property, makai of the ocean sidewalk, near The Westin boundary.
13. Animals.
- a. No one shall permit, keep, board, or raise any animals, livestock, birds, or reptiles of any kind in or on any area of the project, including any apartment, except that any animals which apartment owners and occupants who are keeping animals as of June 27, 2008 shall be allowed to continue to keep those animals at the project. In addition, any person with a registered animal before June 27, 2008 shall be allowed to:
 - i. Keep the registered animal at the project.
 - ii. Replace those animals for as long as that owner continues to own an apartment at the project.
 - b. Disabled residents or guests may have a guide dog, signal dog, or service animal which is necessary to allow the disabled resident or guest to make full use of the project, including the apartments.
 - c. No animal which is permitted at the project before June 27, 2008 shall be allowed on the common elements except while being carried or walked on a leash, and the owner of the animal, including any disabled resident or guest, shall be completely responsible for its conduct and shall indemnify the Association for any claims arising from the actions of the animal while it is at the project.
 - d. The Animal Policies for registered animals before June 27, 2008 are hereby made a supplement to the "House Rules".

SECTION C. VEHICLES

1. **Vehicle Registration.** Residents shall register their car(s) with the Managing Agent giving their name and telephone number, make of car and car license number(s) prior to taking occupancy of their apartment.
2. **Car Washing.** Residents may not wash automobiles or motorcycles in the common areas except for within the area provided.
3. **Parking Stalls.** No personal items, such as lumber, furniture or crates shall be stored in the parking stalls.
4. **Movement of Vehicles.**
 - a. Vehicles shall travel at no more than 5 miles per hour while in the Property.
 - b. Drivers are expected to observe traffic signs for the safety of all.
5. **Access.** No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the Property by another vehicle.
6. **Parking.**
 - a. Cars parked in unauthorized spaces may be towed away at their owner's expense. Parking at the rear entrances of the buildings is only permitted for loading and unloading vehicles. Vehicles parked in this area in violation of the rule will be towed at the owner's expense.
 - b. Vehicles belonging to guests of the residential apartments may be parked in the stalls marked for visitor parking.
 - c. No overnight parking by residents is allowed in the visitor parking spaces.
 - d. No cars may be parked or left unattended in any driveway or other area designated as a no parking zone.
 - e. When workmen are performing work on an apartment, the owner shall advise them to use his parking space.
 - f. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking of passages.
 - g. It is the responsibility of each apartment owner to inform his guests not to park in vacant spaces unless arrangements have been made for such use.
 - h. If the violator of parking rules is a lessee, renter or guest of an owner, the owner may be held responsible for payment of any tow-away charge.
 - i. Every owner is entitled to as many parking stalls that are deeded to the unit.
7. **Nuisance.**
 - a. No major repairs to any motor vehicle, boat, surfboard, or other equipment are permitted in the Property. Repairs are major if they:
 - i. Could result in spillage of oil.
 - ii. Involve the removal of significant equipment from the vehicle.
 - iii. Involve excessive noise.
 - iv. Take more than one (1) hour to complete.
 - b. Changing of oil of a motor vehicle also shall not be permitted.
 - c. No racing of motors is permitted and all automobiles and motorcycles must be equipped with quiet mufflers.
 - d. All cars parked in the parking areas must be in operating condition with current vehicle license and safety stickers required by law.

SECTION D. GENERAL

1. **Notice of Entry.** Managing Agent will give reasonable notice (except in an emergency when no notice is necessary) to the owner or tenant. Residents and occupants must allow entry into apartments for necessary common area maintenance such as pest control, window cleaning and plant care.
 - a. Employees and outside contractors, handling hazardous chemicals, hired by the Managing Agent, shall either remove outside shoes or wear protective shoe covering when entering an apartment.
 - b. No notice is required for any type of emergency.

2. **Keys.**
 - a. Owners and residents will be charged a reasonable service charge if common area keys are lost or stolen.
 - b. The Managing Agent will retain a passkey to each apartment unit for emergency use.
 - c. If apartment locks are changed, the Managing Agent must be given a duplicate key for the new lock.
 - d. In the event that residents place additional key-operated deadbolt locks on their doors, the Managing Agent should be provided with copies of these keys in sealed envelopes marked with the apartment number and the words "For Emergency Use Only." Managing Agent must approve deadbolts (color and style).
 - e. The Managing Agent is not required to give access to any apartment without the written permission of its owner.

3. **Hazards.**
 - a. Nothing shall be allowed, done or kept in any apartment unit or common areas of the Property which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
 - b. No occupant shall use or permit to be brought into the building or common areas anything deemed extra hazardous to life, limb or property, such as gasoline, kerosene, or other combustibles of like nature, nor any gunpowder, fireworks or other explosives.

4. **Suggestions.** Complaints and suggestions regarding the Property shall be made in writing to the President of the Association, Board of Directors, or the Managing Agent.

5. **Rentals.**
 - a. Subject to the terms of the Declaration and By-Laws of the Association, an apartment owner may lease his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules and the owner shall assume responsibility for the occupants' conduct.
 - b. For safety and security, owners must notify the Managing Agent of the names, length of anticipated occupancy of all occupants and must register them with the Managing Agent.
 - c. Each such occupant shall in writing, on a form provided by the manager, acknowledge that he has read and understands and agrees to abide by the House Rules as they may be amended from time to time.

- d. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they will be absent from the apartment for more than thirty (30) days. Such owner shall file with the Manager his out-of-town address and telephone number and the telephone number of their agent.
- e. An absentee owner, at his expense, should have an agent, friend or maid conduct periodic inspections of a closed apartment, assuming responsibility for the contents thereof.

SECTION E. VIOLATION OF HOUSE RULES

The violation of any of these House Rules or any amendments thereto shall give the Board of Directors or its agent the right to:

1. Abatement. Enter the apartment or common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner and/or resident, and structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the management firm shall not thereby be deemed guilty in any manner of trespass; or,
2. Enjoinment. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach and all costs thereof, including attorney's fees, shall be borne by the defaulting apartment owner and/or resident.
3. Fine. Issue fines per Resolution adopted by the Board.

END OF HOUSE RULES



ASSOCIATION OF APARTMENT OWNERS OF KAAPALI ALII

ANIMAL POLICIES

For Animals Registered before June 27, 2008

A. Screening/Registration

Animal owners must complete an Animal Application/Registration form and Animal Exemption Agreement. If the animal is either a dog or a cat, a current photograph should be attached.

The Animal Policies are a supplement to the House Rules of the Association of Apartment Owners of Kaanapali Alii. A copy of the House Rules will be provided to the homeowner for review and signature.

B. Permissible Animals

Only animals registered with the Management Office before June 27, 2008 are permitted on the project.

C. Restrictions

1. Animals shall not be kept, bred or used for any commercial purpose. All animals must be spayed or neutered.
2. Animals must be confined to the animal owner's apartment, must not be allowed to roam free and may not be tied unattended in any common area. Animals in transit are to be carried, restrained by a leash or placed in an animal carrier.

Animals shall be exercised only off the premises of the buildings.

3. Persons who walk animals are responsible for immediately cleaning up after their animals, and discarding **securely bagged** animal droppings in the trash chutes only.

Cat litter may not be disposed of in toilets. Nor may any animal waste be dropped down trash chutes **unless securely bagged**.

4. Animal owners are responsible for any damage to the common elements caused by their animals. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of each animal owner.
5. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior, but not limited to, for the purposes of this paragraph are:

- a. Personal injury or property damage caused by unruly behavior.

Animal Policies – Continued

C. Restrictions *(continued)*

- b. Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night.
 - c. Animals in common areas that are not under the **complete control** of a responsible human companion, and on a short hand-held leash or in an animal carrier.
 - d. Animals that relieve themselves on walls or floors of common areas.
 - e. Animals that exhibit aggressive or vicious behavior.
 - f. Animals that are conspicuously unclean or parasite-infested.
6. Notwithstanding any other provision herein, people with visual, hearing, and physical disabilities may keep trained guide animals, signal animals or service animals, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common areas by persons with disabilities.
 7. Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Hawaiian Humane Society for pick up.
 8. Animal owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their animal(s).

D. Enforcement

1. Any owner, resident, guest, or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the animal owner in an effort to secure voluntary compliance.

If the complaint is not satisfied voluntarily, it must be put in writing, signed and presented to the managing agent. If the Board is in agreement with such complaint, the animal owner will receive written notice of the violation.

If upon the first violation the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) The Board of Directors may require the permanent removal of any animal, if such animal is determined by the Board to be a nuisance or a danger to the complex and its residents.

If so determined, the animal owner will have 30 days to remove the animal from the premises, provided that if the Board determines that the animal is a dangerous animal, the animal shall be removed immediately. The Board of Directors also has the authority to assess and collect fines for violations of the house rules pertaining to animals and to assess and collect amounts necessary to repair or replace damaged areas or objects.