

Rules & Regulations – The Mahana
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THE MAHANA AT KAA NAPALI
RULES AND REGULATIONS
HOUSE RULES

The purpose of these Rules and Regulations is to promote the harmonious occupancy of the condominium apartments and to protect all occupants from annoyance and nuisance caused by improper use of the residential condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These Rules and Regulations may be amended by the Board of Directors, as provided in the By-Laws. Any suggested changes should be delivered in writing to the manager for transmission to the Board.

The full authority and responsibility of enforcing said rules belongs to the Board of Directors. However, such responsibility may be delegated to the Managing Agent or Resident Manager by the Board of Directors. All occupants, owners, their families, tenants, their guests, employees and any other persons using the project on their behalf shall be bound by these rules and standards of reasonable conduct whether covered by these rules or not.

I. OCCUPANCY

1. An apartment owner shall be responsible for the conduct of his family members, guests and other invitees' at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements. Recreational activities or loitering will be permitted on the Ground Level only and no recreational activities or loitering will be permitted in corridors, elevators, the parking lot or the main lobby.

2. No dogs, cats, livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of The Mahana project. Notwithstanding any other provision to the contrary herein, visually impaired persons may keep and/or use guide dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep and/or use signal dogs as defined Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep and/or use service animals as defined in Chapter 515, Hawaii Revised Statutes, in Apartments and may use such dogs/animals as reasonably necessary to enjoyment of the project. Such pet shall not be kept, bred or used therein for any commercial purpose, not allowed on any common elements, except in transit, when carried or on a leash, and further provided that any such pet causing a nuisance or disturbance to any other occupant of the project shall, upon notice given by the Board of Directors or by the Managing Agent, be immediately and permanently removed from the project. Once permanently removed, any such pet shall not be returned or replaced.

[Eff. 3/7/03, 6/18/82.]

3. Every apartment owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the project.

II. TEMPORARY OCCUPANCY

1. Owners shall be responsible for designating a local agent to represent their interest particularly with respect to rental, if their residence is outside the Island of Maui or if they are absent from the apartment for more than 30 days. Owners shall file their address, telephone number, and that of their agent with the Manager.

2. Subject to the terms of the By-Laws of the Association, an apartment owner or his designated agent, may lease or rent his apartment or make it available for the use of friends or public. The person or persons leasing, renting, or living in the apartment shall strictly abide by all provisions of the governing documents including Rules and Regulations, and the owner shall be responsible for the conduct of any tenant, occupant or other person using the property on his behalf. [Eff. 3/7/03.]

3. An apartment owner, or agent as applicable, shall be responsible for the conduct of his lessee(s), renter(s), or guest(s) and shall, upon request of the Board of Directors or Resident Manager, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessee(s), renter(s), or guest(s) contrary to the provisions hereof. If the apartment owner or agent is unable to control the conduct of the lessee(s), renter(s) or guest(s), he shall, upon request of the Board of Directors or Resident Manager, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting there from.

III. COMMON AREAS AND ENTRANCES

1. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purposes other than ingress and egress.

2. Furniture placed in common areas is for use in these specific areas and must not be removed.

3. No shoes, go-aheads, laundry, dry cleaning, or other items shall be allowed to remain in view at front entrance.

4. All garbage must be deposited, wrapped or bagged, in either the trash chute or trashcan. No bottles, large boxes, or any breakable, bulky or flammable objects shall be placed in the trash chute. All large boxes are to be flattened and taken to the trash bin room on the ground level and not put down the chute. All newspapers are to be

rolled and tied before depositing them in the chute. All trash deposits in the chute must be made after 7 a.m. and before 10 p.m.

5. No cleaning by beating or sweeping shall be done in any hallway or exterior part of the project.
6. Water shall not be left running an unreasonable length of time.
7. Damages to Common Elements shall be surveyed by the Resident Manager, and the cost of repair or replacement may be assessed by the Board against the apartment owner responsible.
8. Nothing should be thrown from the entrance balconies.
9. The ignition of any fireworks anywhere on the building grounds or within the buildings is expressly prohibited.
10. Nothing shall be allowed, done or kept in any common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

IV. LANAIS

1. Each owner of a residential apartment shall be responsible for the care and maintenance of all lanais which are included in this apartment. Such owner may not, however, paint and otherwise decorate the walls and ceilings of the lanais without prior approval of the same by the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the Board may require the painting of walls and ceiling of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment out of the maintenance fund. [Eff. 3/5/04, 5/26/89.]
2. No canvas awnings, shades, windbreaks, or canopies of any type shall be installed on lanais or the outside of the building, other than the type approved by the Board of Directors.
3. Prior to any lanai tile replacement, owner shall obtain, sign and comply with the Unit Lanai Surface Refurbishment General Guidelines on file with the Resident Manager. [Eff. 3/7/04]
4. Only appropriate furniture and small plants shall be placed on lanais. Tables placed on lanais in floors 2 through 12 shall not exceed the height of the protective railing, and seating on those lanais shall not exceed a height of 26 inches from the lanai floor. Any items exceeding these height limits, and any items deemed unsightly by the Board of Directors or Managing Agent shall be removed, upon the request of the

Manager. Lanais are not to be used for the purpose of storage of articles of any kind.
[Eff. 12/1/06]

5. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, and other objects shall not be placed on lanais or passages or lanai railings or in windows so as to be in view from outside the building or from any other apartment.

6. All plants shall be placed in containers so as to prevent the drippings of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.

7. No fires or barbecuing will be permitted on any apartment lanais. The barbecue area on the Pool Level is available for owner use on a first-come, first-served basis, or may be reserved in advance with the Manager.

8. No rugs or other objects shall be dusted or shaken from the lanais or windows of the project.

9. Nothing shall be released or thrown from lanais, windows or entrance balconies. This includes firecrackers and fireworks.

10. **GROUND FLOOR LANAIS:** All replacement of ground floor lanai tile shall be non-slip quartzite tile of the same style and colors used for the Mahana ground floor corridors and pool; natural variations in the same quartzite shall be permitted. Signature and compliance with Lanai Surface Refurbishment Guidelines is required, as set forth in (3) above. Any chipped or broken tile shall be promptly replaced. At installation, owner shall purchase an adequate number of additional tiles to permit such replacement. [Eff. 12/4/09]

V. INTERIORS; UNIT RENOVATION, REDECORATING AND OTHER WORK

1. Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, paneling, floor covering, draperies, and any other furnishings and appliances.

2. No window treatments will be permitted which differ in color from the colors approved by the Board. [Revised 5/24/07]

3. Nothing shall be allowed, done or kept in any apartments which would overload or impair the floors, walls or roofs thereof, (specifically water beds) or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

4. Maintenance of individually owned apartments, including lanais and interior windows, is the responsibility of their respective owners and/or occupants.

5. Each Owner desiring to perform renovation, redecorating and other work inside the Owner's apartment unit must complete the "Homeowner Improvement" form provided by the Resident Manager and obtain the requisite approval prior to making any renovations to that Owner's apartment or any common elements. Among other things, the Homeowner Improvement form includes:

A. An "Owner Construction Advisory" which, among other things, summarizes current construction procedures to be followed, cautions owners of possible financial repercussions when those procedures are not followed, and contains suggestions for methods of eliminating such possible financial repercussions.

B. "Guidelines for Contractors" which are applicable to all work performed by contractors and other third parties.

Owners should contact the Resident Manager well before work is expected to begin in order to obtain necessary approvals and provide important information to their contractors.

Note: Small repairs or redecoration projects (such as painting, wallpapering, furniture delivery or removal) which require no plumbing or electrical permits, and create no Excessive Noise or General Noise, do not require the Owner to complete the Homeowner Improvement form.

6. **Construction Noise.** In consideration of other Owners and their guests, any work which can reasonably be anticipated to result in "Excessive Noise" or "General Noise" shall not be performed until the provisions of this Section 6 have been complied with.

A. Owners must first obtain permission to perform such work from the Resident Manager. The Resident Manager may condition approval upon reasonable conditions, including the dates and times upon which the work may be performed.

B. If the Resident Manager does not grant permission to perform the requested work, the Owner desiring such work shall have the right to appeal the Resident Manager's decision to the Board of Directors, which shall make the final decision. If the Board of Directors approves the work, the work will be permitted upon reasonable conditions determined by the Resident Manager, including the dates and times upon which the work may be performed.

C. GENERAL NOISE producing work shall not ordinarily be permitted outside the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; EXCESSIVE NOISE producing work shall not ordinarily be permitted outside the hours of 10:00 a.m. to 3:00 p.m., Monday through Friday. Work during weekends, holidays or after hours can only take place with the written permission of the Resident Manager. This authorization is granted for emergencies only.

D. Once such work is approved, the Resident Manager shall provide specific notice to all "Adjoining Owners" and post general notice of the work to the designated section of the Mahana website. All notices shall describe the nature of the work, the Unit number and the time period(s) of such work is permitted:

(1) **No less than four (4) weeks** prior to performance of any work in any apartment requiring the use of a jack hammer or other substantial noise-producing tool or equipment, or any modification to the concrete surfaces of any apartment [defined as "**EXCESSIVE NOISE**" producing work]

(2) **No less than two (2) weeks** prior to the performance of any work in any apartment that does not require the use of a jack hammer or other substantial noise-producing tool or equipment [defined as "**GENERAL NOISE**" producing work], the Owner of the apartment in which such work is to be performed shall first apply to the Resident Manager in writing to schedule the performance of such work.

For purposes of notification, the "**Adjoining Owners**" Owners are the owners of those units located above, below and adjacent to the unit in which the work is to be performed.

E. The provisions of this Section 6 shall not be applicable to AOA Special Projects.

VI. SWIMMING POOL, COMMUNITY ROOM AND GARDEN LEVEL

1. Use of the swimming pool, community room, barbecue, tennis courts and shuffleboard shall be limited to owner-occupants, their family members and guests. Nonresidents of the building shall not use the pool. (Use of the pool by guests shall be limited to a reasonable number.) Use of the community room by the resort rental operator may be granted on occasion. (See item 11, below).

2. Pool hours are from 8:00 a.m. to 10:00 p.m. Children twelve years of age or under shall be supervised and accompanied by a parent or other adult at all times when on the pool deck. [Eff. 5/26/89.]

3. The pool area is designated as a non-smoking area. The pool area is the area enclosed by the Lanai Tower, Molokai Tower and rail fencing. [Eff. 12/1/06.]

4. No large mats or floatation devices shall be used in the pool if they restrict the use or enjoyment of the pool by others.

5. No horseplay will be allowed in the pool or surrounding area which causes annoyance to other swimmers or apartment residents.

6. All swimmers must shower before entering the pool. Any sand must be washed off before entering the pool or pool deck.

7. Swimmers shall dry themselves completely before leaving the pool deck or beach to return to the building.

8. No person with bandages or open wounds of any type may use the pool. Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak protective clothing to be allowed in the pool. [Eff. 3/7/03, 5/24/96.]

9. No container, tumbler, drinking glass, or any other items made of glass shall be permitted in the swimming pool area. [Eff. 5/24/96.]

10. The Community Room on the Pool Level is open and available for recreational use by owner-occupants, lessees, their family members and guests and may be reserved at least a week in advance with the Resident Manager for private meetings or parties. A charge to cover maid service will be assessed by the Manager if in his opinion the room has not been adequately cleaned immediately after private use. [Eff. 3/7/03.]

11. The resort rental operator may use the community room for luggage storage pursuant to a written agreement entered into by the AOA and the operator. The General Manager or resort rental operator may also request the use of the community room on an occasional basis for training purposes. A reservation should be made at least one week in advance with the Resident Manager. Owner-occupants, lessees and their family members will have priority over the resort rental operator in making a reservation. The resort rental GM will be responsible for set-up, removal and cleaning the community room immediately following each use. [Eff. 3/7/03, 8/28/02.]

VII. PARKING AREAS

1. Parking rights at the Mahana are limited to one (1) automobile per apartment. The Board of Directors assigns those parking areas available for automobile parking. Administration of the parking rules is the responsibility of the Resident Manager and includes the following:

A. Resident owners and owners who do not rent their apartments:

(1) Authorized to receive one permanent parking permit for a personally owned vehicle or one temporary parking permit for a rental vehicle.

(2) For a second personally owned or rental vehicle, may receive a temporary parking permit for use during periods of low parking lot utilization. During periods of high parking lot utilization, owners will arrange for their second vehicle to be stored off property upon notification by the Resident Manager.

B. Owners who rent their apartments:

(1) Authorized to receive one temporary parking permit

(2) For a personally owned vehicle or second rental vehicle, may receive a second temporary parking permit for use during periods of low parking lot utilization. During periods of high parking lot utilization, owners will arrange for their personally owned vehicle or second rental vehicle to be stored off property upon notification by the Resident Manager.

Responsibility for the costs and arrangements for off-premise parking is solely the responsibility of the apartment owner. Due to the accommodation nature of these rules, AOA employees are not permitted to assist owners with off-site parking arrangements.

Failure to relocate second vehicle within 48 hours of notification or other violations will subject owners to having their cars towed away at their own expense. (See item #5).

2. No cars may be parked or left unattended at the lobby entrance or in the entry driveway, except during active loading and unloading. [Eff. 3/5/04.]
3. When workmen are performing work on an apartment, the owner or Resident Manager shall advise them to park off the premises if all spaces are occupied.
4. Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and blocking of passages.
5. Violators of parking regulations will be subject to having their cars towed away at their own expense. If the violator is a lessee, renter or guest of an owner, the owner or agent shall be held responsible for the payment of the towing charge.
6. Owners may wash, clean and polish cars only in areas designated by the Board of Directors. The washing of vehicles and disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste. Owners shall clean the area thoroughly before leaving. [Eff. 3/7/03.]
7. Extensive repairs of a motor vehicle, boat, surfboard or other equipment shall not be permitted.
8. Bicycles are to be parked only in the bicycle racks provided.
9. All vehicles within the parking lot or on any portion of the common elements shall have a current State of Hawaii safety inspection sticker, be properly licensed and in operable condition. Prior to removal of a vehicle in violation of the House Rules from the property, the owner will be given reasonable notice to comply with the House Rules. [Eff. 3/6/92, 12/3/88.]

VIII. STORAGE LOCKERS

1. For each apartment at The Mahana, there shall be assigned one, and only one, appurtenant storage locker. [Eff. 5/29/81, 12/1/06.]

A. Lockers may be assigned on floors different than the floor of the Owner's unit, primarily to accommodate disabled owners, with re-assignment to the owner's floor when special needs no longer apply. [Eff. 12/1/06.]

B. Each Owner assigned a locker shall [Eff. 12/1/06.]:

(1) Appoint a single authorized contact person for dealing with locker issues when multiple owners take title to a unit.

(2) Appoint an on-island agent for emergency access to lockers

(3) Surrender the assigned locker, in an empty condition at the time of sale of the Owner's apartment

(4) Sign a Locker Application Form provided by the Resident Manager, whereby the Owner:

(a) Acknowledges that use of the Locker is subject to the control of the Board of Directors

(b) Acknowledge that continued use of the Locker is subject to compliance with the House Rules and termination for failure to comply with the House Rules.

(c) Acknowledge that use of locker and storage of contents is at sole risk of Owner.

(d) Agrees to notify the Resident Manager of any change of address, and agrees to waive notice of contents remaining in Locker should the Owner not update his change of address.

(e) Acknowledges that if the Owner fails to remove contents prior to termination of his right to use the Locker, the lock may be cut and contents removed by Resident Manager in accordance with applicable provisions of the Hawaii Revised Statutes.

(f) Waiver of liability releasing the Association, the Board of Directors and other Owners, to the extent permitted by law, from:

(a) all responsibility and liability with regard to the safekeeping of stored materials; and

(b) all responsibility for unclaimed contents

(g) Agrees to defend, indemnify and hold the Association and the Board of Directors harmless from liability resulting from Owner's use of the Locker.

C. The Managing Agent shall advise new Owner(s) of his (their) assigned locker, in writing, upon escrow closure. Locker assignment may be delayed should the former owner not vacate his locker. The new owner(s) of the apartment shall provide his (their) own lock for the assigned storage locker.

2. The storage lockers at The Mahana shall be assigned or reassigned in such manner as the Board of Directors in its sole discretion shall determine. The Board of Directors may reassign any or all storage lockers at any time upon at least 60 days' prior written notice to the Owner(s) of the apartment(s) to which said storage locker(s) is (are) currently assigned on the records of the Resident Manager of The Mahana. [Eff. 5/29/81.]

3. At any time upon determining that any storage locker, which is either unassigned or assigned to an apartment at The Mahana, is being utilized by any person(s) other than the Owner(s) of the apartment to which the storage locker is assigned, the Resident Manager shall seal the locker and treat the contents as abandoned goods, following applicable provisions of Hawaii Revised Statutes in dealing with removal and disposal of abandoned goods [Eff. 3/7/03, 5/29/81, 12/1/06].]

4. No hazardous, toxic, inflammable oils, fluids or other materials such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous or injurious to human health, the environment or property shall be stored in the lockers. [Eff. 3/7/03; 12/1/06.]

5. Surfboards, kayaks and similar bulky objects shall not be carried through the main lobby or in the elevators at any time and are to be kept only in the surfboard racks and other areas, if any, designated by the Resident Manager. Surfboards, kayaks and similar bulky objects checked in for storage shall be checked in pursuant to a form approved by the Board of Directors.

6. Upon being advised that an apartment has been placed in escrow, the Managing Agent shall advise the seller(s) that the storage locker presently assigned to that apartment must be vacated prior to closing escrow and that The Mahana and its Board of Directors cannot be held responsible for any contents remaining in the storage locker.

IX. NOISE

1. Each occupant is to avoid excessive noise of any type at any time and is to consider the welfare of other residents at all times.

2. Front doors and service doors are to be held (or retained) so as to avoid slamming due to the wind.

3. Noise associated with construction and renovation in each Owner's apartment unit shall be subject to the requirements of Section V.6 above.

4. All radios, television sets, tape players, stereos, video tape players, video disc players, musical instruments or other noise-making devices located inside an apartment unit at The Mahana must be played at reduced volume after 10:00 p.m. and until 8:00 a.m. in the morning. The playing of any radio, television set, tape player, stereo, videotape player, videodisc player, musical instrument or any other noise-making device on the common elements is prohibited unless same is being used in conjunction with a private headphone or earphone and played in a manner so as not to disturb other persons, or unless the playing of same, without use of a private headphone or earphone has been specifically authorized by the Board of Directors or its designees. [Eff. 3/7/03, 5/29/81.]

5. Excessive noise at any time should be reported to the Manager who will take appropriate action.

6. Use in any apartment of a jackhammer or other tool or equipment producing substantial noise shall be deemed excessive noise under these House Rules. At least four weeks prior to performance of any work in any apartment requiring the use of a jackhammer or other substantial noise producing tool or equipment, the owner of the apartment in which such work is to be performed shall first apply to the Resident Manager in writing for permission for the performance of such work. The Resident Manager may or may not grant such permission with limitations as to when and during what period of time such substantial noise producing work can be performed. If such permission is granted the Resident Manager shall notify all affected adjoining owners above, below and adjacent to the subject apartment at least two weeks in advance of the anticipated occurrence of such work. If the Resident Manager does not grant permission to perform the requested work, the owner of the apartment requesting such work shall have the right to petition the Board of Directors for relief from the Resident Manager's decision not to permit the work. [Eff. 3/6/92.]

7. The Mahana will observe quiet hours between 10 p.m. and 8 a.m. each day.

X. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or without an apartment without prior consent and written approval of the Board of

Directors and other owners consistent with the provisions in the governing documents and in Chapter 514A, Hawaii Revised Statutes. The fire safety system is deemed to be a structural system. Any modification within an apartment which inhibits the original spray pattern of a sprinkler head will also require prior consent and written approval of the Association. [Eff. 3/7/03, 5/23/97.]

2. No signs, signals or lettering of any type shall be inscribed or exposed on any part of the building exterior or in the interior corridors.

3. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.

4. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment; provided, however, antennas and satellite dishes which are covered by the Antenna Policy kept in the Resident Manager's office will be permitted only as described in that Policy. [Eff. 3/7/03.]

5. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building other than those originally offered by the developer.

6. None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provision of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the project if the proposed modifications are necessary for their full enjoyment of the project. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the project documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoyment of their apartments and/or the common elements of the project. [Eff. 3/7/03.]

XI. MAINTENANCE

1. Common elements: Under the supervision of the Board, the maintenance on common elements is a responsibility of the Manager; defects and deficiencies should be reported when and as observed.

2. Apartments: Maintenance of individually owned apartments, including lanais and interior windows, is the responsibility of their respective owners and/or occupants.

3. Pass Key: The Resident Manager is to be provided with a pass key to every building and every apartment within the condominium project. In case of emergency, he may enter any building or apartment, as he may deem necessary. In such case, he shall promptly notify the owner and occupant of the reason and result of such

entry. The Manager is not required to give access to apartments or lockers except by Owners List only.

XII. GENERAL PROVISIONS

1. Late Payment Penalty: A \$50 late fee shall be imposed should monthly assessments not be received by the Managing Agent on or before the 30th day of each month plus interest at 1.5% per month on the unpaid balance. The application of payments received shall be as follows: First, toward the payment of expenses, costs and attorney's fees assessed against the delinquent owner; Second, toward the payment of late fees and interest assessed against the delinquent owner; and Third, the balance remaining, if any, toward the payment of common expense assessments.

2. Owners shall not ask Association employees to perform work in the owner's unit or elsewhere during the employee's scheduled work hours. Owners may arrange such work during the employee's time off; however, the Association shall not be held responsible for any such work Association employees perform outside of regular duty. [Eff. 3/5/04.]

3. Advance notice must be given the Resident Manager when household goods or large items of furniture are to be moved in order that the elevator can be protected by pads and proper scheduling can be maintained.

4. Each apartment owner shall observe and perform these House Rules and ensure that all occupants, their families, tenants, guests, employees and any other persons using the project on their behalf also observe and perform the House Rules. In the event expenses are incurred due to violations of House Rules, the owner shall be responsible for payment of same. [Eff. 3/7/03.]

5. No solicitation or canvassing for commercial goods or services or for religious, social or political causes shall be permitted on the premises. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place and manner. [Eff. 3/7/03.]

6. Extensions: The Board of Directors from time to time may post special safety or other rules governing the use of roadways, swimming pool, etc. The Board's posted rules shall be considered extensions of these House Rules.

7. Any cost of retrieval of items dropped in elevators shafts shall be borne by the persons or party requesting such retrieval.

XIII. ENFORCEMENT

THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS OF THE MAHANA AT KAA NAPALI SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENT THE RIGHT TO:

1. Enter the apartment in which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist herein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing firm shall not thereby be deemed guilty in any manner of trespass; or

2. To enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity. The continuance of any such breach; and all costs thereof including attorney's fees shall be borne by the defaulting apartment owner.

3. Impose fines pursuant to Article IV, Section 1(1) of the By-Laws as follows:

A. \$50 for any activity upon the premises which unreasonably disrupts or impairs the privacy and quiet enjoyment of any resident. [Eff. 5/23/97.]

B. \$100 plus the repair cost for alteration or modification of any part of the apartment exterior or lanai without the written approval of the Board of Directors.

C. \$100 for violations of any rules or regulations that constitute a threat to personal safety or that involve damage to common areas or the property of others plus the cost incurred to abate the threat or repair the damage.

D. \$50 plus the repair cost for defacement of building or property.

E. All fines are to be imposed for each infraction. Fines will be assessed at double the amount of the base fine should the infraction persist for a 24-hour period and each 24-hour period thereafter. [Eff. 5/23/97]

End of Rules