KIHEI ALI'I KAI ASSOCIATION, INC.
HOUSE RULES

Amended and adopted on May 28, 2024

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KIHEI ALI'I KAI ASSOCIATION, INC.
HOUSE RULES

INTRODUCTION

The Board of Directors ("Board") of the Association of Apartment Owners of Kihei Ali'i Kai ("Association" or "KAK") has duly adopted the following House Rules.

COMPLIANCE WITH THE HOUSE RULES IS REQUIRED BY HAWAII REVISED STATUTES ("HRS") § 514B-105, THE DECLARATION AND THE BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF KIHEI ALI'I KAI.

All Owners, their Tenants and Guests shall be bound by these House Rules.

Owners shall be responsible and liable for the actions of their tenants, guests, family members, contractors, agents and representatives, and shall provide such persons a copy of the House Rules.

The Board is responsible for enforcement of House Rules and may delegate that responsibility to a Managing Agent, the KAK Site Manager; or any other employee, agent or contractor of the Association. The House Rules do not change the obligations contained in the Declaration and Bylaws of the Association. If any part of these House Rules conflicts with any provisions of the Declaration or Bylaws, the latter prevail.

THE KAK SITE MANAGER CAN BE REACHED AT 808-870-5512
IN CASE OF EMERGENCY CALL 911 FOR FIRE, MEDICAL OR POLICE

I. REGISTRATION

A. **TENANTS & GUESTS** with a vehicle, upon arrival on property must complete and display a temporary parking pass which is available in the registration office.

B. **OWNERS** must complete and submit an information form available from the KAK Site Manager's office with the following: (Forms must be updated if any information has changed,)

1. Owners' home or cell number, address and e-mail and on-island contact.
2. Owners who do not live on island and rent their apartments are required to have and list an on-island Agent and have updated contact information on file with the KAK Site Manager in case of an emergency.
3. Make and license number of their vehicle(s) parked on KAK property.
4. Proof of Insurance for a HO6 policy or equivalent.
5. Identification of a water shut off valve and where it is located in the apartment.
6. Whether the Owner desires quarterly pest control spraying in their apartment.
7. When an Owner engages in rentals to persons for more than 180 consecutive days (long term), the Tenant name, phone number, email address and vehicle information must be provided to the KAK Site Manager.
8. A key that operates your screen door (if a lock is installed) and entry door to the apartment is required to be given to the KAK Site Manager. These keys will be kept in a locked key cabinet accessible by authorized personnel only. Failure to have access to any Apartment will make that Owner liable for any expense including but not limited to the repair of broken locks or doors in case of emergency entry. An emergency is defined as "a situation where there is reasonable apparent risk of death, injury or property damage". Keys are Mandatory and codes for opening entry doors can also be provided to the Site Manager.

C. Any and all guest issues - Emergencies are the responsibility of the Owner and their Managing Agent.

II. VEHICLES, PARKING AND STORAGE

A. PARKING

1. The Association accepts no liability for loss or damage to any vehicles or items stored on KAK property. Personal items should not be left in vehicles at any time.

2. Due to the limited number of designated parking stalls, any Owner, Tenant or Guest not complying with the following parking rules may receive a fine, have their vehicle towed to the back of the property or towed off the property at their expense. Available parking stalls are on a first come basis.
3. Each apartment unit is allowed up to 2 vehicle-parking spaces. Each vehicle must have a temporary parking pass or permit, and the top half of the temporary parking pass or permit must be correctly filled in and displayed on the vehicle when on KAK property.
4. Permits/temporary parking passes in excess of 2 per apartment will be charged a fee of $20.00 per day to the apartment Owner when the vehicle is parked on property between the hours of 9PM through 8AM.
5. There is no assigned parking for Owners-Long Term Renters bearing permits of yellow and blue**.**
6. Short-Term tenants (vacationers) and Guests are NOT ALLOWED TO PARK in the clearly marked and reserved for "OWNERS" parking stalls in the designated areas in the lower lot against the west fence and the area under the Recreation Area (Covered Parking) that are clearly marked "OWNERS" parking stalls.
7. All motorized vehicles must display current registered license plates and safety inspection stickers.
8. Handicap Parking spaces are as identified in the lower and upper parking lots. Vehicles parking in these spaces must display a valid handicap placard and cannot remain parked for more than 72 hours without moving in the designated spaces. An accommodation can be made by the KAK Site Manager if the circumstances warrant any extension.
9. It is required that Apartments with more than one vehicle on property, only park one vehicle in the lower parking lot or one in the Covered Parking. Any remaining vehicle must be parked in the visitor parking area in the upper lot.
10. In spaces marked COMPACT, only vehicles 67 inches wide or less (not including mirrors) are permitted to park.
11. Parking areas are to be monitored by the KAK Site Manager or his/her designee.
12. The KAK Site Manager will have the responsibility and discretion on actions that may include fines, towing of vehicles and loss of parking privileges.
13. The KAK Site Manager will also review requested information to determine that the Owner owns the vehicle.
14. Vehicles are not to be left unattended in a loading zone for more than 15 minutes.

B. PERMITS ISSUED BY KAK SITE MANAGER

1. YELLOW PERMIT – Vehicles, including motorcycles and scooters, owned by apartment Owner with identification and valid registration with their name as registered owner.
2. YELLOW PERMIT PLACED ON A TEMPORARY PARKING PASS - Vehicle being driven by an apartment Owner. The permit also may be utilized by their immediate family. Use by any other individual will require the KAK Site Manager to revoke this permit. No other Temporary Pass for the Apartment will be issued unless authorized by the KAK Board of Directors.
3. BLUE PERMIT – Vehicles, including motorcycles and scooters, owned or rented by a long-term Renter (occupying an apartment for not less than 180 days with a valid and verified lease agreement).
4. TRADE - TEMPORARY PARKING PASS – Vehicles utilized by cleaning, vendors or trades.

C. TEMPORARY PARKING PASS

1. Are required for vehicles, including motorcycles and scooters, parked on KAK property driven by tenants and guests.
2. Temporary Parking Passes are available in the Registration Office and are required to be COMPLETELY AND ACCURATELY FILLED OUT with the bottom half deposited in the box provided and the top half clearly displayed in the vehicle.

D. MOTORCYCLES AND SCOOTERS

Motorcycles and scooters are exempt as a vehicle if parked in the allowed designated motorcycle area. If an occupant chooses to park their motorcycle or scooter in a vehicle-parking stall at any time it will not be considered exempt. If this constitutes more than 2 vehicles per said apartment, the apartment Owner in question will be assessed a daily fee of $20.00 anytime during a 24 hour period.

E. LONG-TERM PARKING

1. Long-Term Parking is considered to be 7 days or longer without moving the vehicle.

2. Long-Term Parking is not allowed in the lower lot.
3. Vehicles with Blue Permits and Temporary Passes are not authorized to park their vehicles on KAK property when they are not occupying the apartment that they lease or rent. The KAK Site Manager will have authority to make exceptions based on circumstances or emergencies.

F. CLEANING AND TRADE VEHICLES

The KAK Site Manager will issue temporary parking passes that will have markings to indicate the vehicle is used by a trade. These vehicles may be parked in the lower visitor parking until 4pm and only in the rear of the upper parking lot. They may load and off load their vehicles at other locations on the KAK property with a time limit not to exceed 15 minutes so long as the trade vehicle is not blocking a roadway or parked vehicles. Exceptions can be made by the KAK Site Manager based on special circumstances.

G. COVERED VEHICLES

All covered vehicles are required to have their permit number issued by KAK Site Manager clearly marked on the cover.

The KAK Site Manager will not be responsible for replacing any covers that have fallen off or are in disrepair and will notify the Owner. If action is not taken in 5 days the KAK Site Manager may remove or dispose of the cover.

H. BICYCLES

1. Racks are provided in both the upper and lower parking lots.
2. Bicycles displaying a permit and in working order may be stored long-term only in the upper parking lot beneath the Recreation Area.
3. Permits are required and available from the KAK Site Manager.
4. The KAK Site Manager has the right to remove and dispose of the bicycles, after trying to contact owner, if These conditions are not met.
5. Bicycles in the bike storage area are required to be placed upright and between the metal racks that are available for their use.

I. VEHICLE MAINTENANCE

1. A car wash area is provided at the upper parking lot.
2. A pool key is required to open the Car Wash Station.
3. No mechanical work on vehicles may be performed on KAK property except in an emergency or when authorized by the KAK Site Manager.

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J. SPEED LIMIT

The posted speed limit is 10 miles per hour.

K. WATER SPORTS STORAGE AREA

1. Racks are provided at the North end of the upper parking lot.
2. A permit for storage is required and available from the KAK Site Manager.

III. APARTMENT USE

1. All apartments shall be occupied and used as a private dwelling by the respective Owners thereof, their Tenants, visitors, and guests, only for the purposes that are consistent with the residential occupancy and rental use.
2. An Owner may rent their apartment according to the terms of these House Rules, the By-Laws, Declaration, current Hawaii and Maui County laws and regulations.

A. NOISE

QUIET HOURS ARE FROM 10:00PM TO 8:00 AM.

1. Excessive noise from apartments and on KAK property may endanger health, welfare, or unreasonably interfere with the comfortable enjoyment of life and property.
2. Owners and occupants must exercise reasonable care to avoid making or permitting to be made loud and disturbing noises in using, playing or permitting to be used or played musical instruments, radios, stereos, televisions, amplifiers and any other instruments or devices beyond the noise levels identified herein.
3. The noise level emanating from any apartment shall not exceed 55 decibels between the "Quiet Hours" from 10:00pm to 8:00 am.
4. At all other hours, the noise level emanating from the walkways which are especially vulnerable to excessive noise, signs have been posted on each level for notification, and require all persons on property to monitor their noise.
5. Violations associated with noise should be reported to the KAK Site Manager via email or text for action the next day unless the violations continue through the time period.

B. ODORS

1. No apartment or persons on property shall cause disturbing or noxious odors that may result in harm to other occupants or their properties.
2. Exceptions may be made by the KAK Site Manager based on requirements that are specific to a task that needs to be completed.

C. SMOKING

1. Smoking is prohibited at the KAK property complex, including in or on all common elements, limited common elements, apartments, and patios and lanais; provided, that there shall be at least two (2) smoking areas on the common elements that do not unreasonably interfere with the use and enjoyment of the apartments, as designated by the Board of Directors.
2. The marked smoking areas are located in the rear of the upper parking lot and in the back of the lower parking lot beside the back gate.
3. Smoking means inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product, including but not limited to marijuana and medical marijuana, intended for inhalation in any manner or in any form, including the use of an electronic smoking device.
4. Electronic smoking device means any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, hookah pipe, or hookah pen, or any cartridge or other component of the device or related product, whether or not sold separately.

D. AIR CONDITIONERS

1. Permanent air conditioners shall be installed only within the lanai window and shall be maintained by the Owner to avoid leaks and excessive noise.
2. If additional air conditioners are desired the Owner shall submit the specifications of the unit and its installation method with a request to the KAK Site Manager.
3. All bedroom or loft portable air conditioners shall be vented into the limited common area of their respective entryway/alcove.
4. The Owner shall submit the specifications along with a written request for approval to the KAK Site Manager.

E. DRYER VENTS

1. If a dryer is vented externally, it must be vented only into the Apartment's respective entryway.
2. The Owner shall submit the specifications along with a written request for approval to the KAK Site Manager.
3. Dryers are NOT allowed to be vented into the common plumbing stack of the apartment.
4. Cleanout of dryer vents are required to be done twice a year.

F. WATER SHUTOFF All Apartments require a main water shut off valve.

1. Two-bedroom Apartments require an additional shut off valve.

G. HAZARDS

1. Occupants shall not store or accumulate hazardous or unsanitary material in their apartment.
2. Occupants must ensure that the conditions of their apartments do not create unsafe or unsanitary conditions for other residents e.g. infestation of insects.
3. The use of firecrackers or any other explosive fireworks are strictly prohibited anywhere on the Property.

H. PEST CONTROL

1. KAK makes arrangements to perform quarterly pest control.
2. Owners who opt out will be responsible for their own pest control services, including the cost of such services and scheduling the same.
3. If an owner who does not participate in the KAK provided pest control has an infestation, or causes an infestation in another apartment, the owner of the apartment causing the infestation will be responsible to obtain treatment and mitigate the infestation in their own apartment and any other impacted apartment, and at their sole cost and expense.
4. Failure to keep an apartment free of vermin and infestations will result in KAK entering the apartment, performing treatment and mitigation as necessary, with the costs associated with the effort to be billed to the owner of the apartment causing the infestation.
5. German Cockroaches and Termites can be introduced into apartments when deliveries of cabinets, furniture and appliances arrive on KAK Property.
6. Large items that are boxed are required to be opened and inspected by the KAK Site Manager or a designee prior to being brought into the apartment.

I. INSURANCE

1. All Owners are required to obtain and maintain an HO6 or equivalent Insurance Policy for their Apartment that meets or exceeds the AOAO's deductible limit.
2. Proof of active coverage must be provided to the KAK Site Manager or Managing Agent each year or as the Board directs.
3. If the Apartment Owner does not provide evidence of insurance as requested, the Directors may in good faith, purchase the insurance coverage and charge the reasonable premium plus an administrative fee of $50.00 cost back to the Owner.

J. CONTRACTORS

1. Contractors must sign in with the KAK Site Manager prior to starting work in any apartment.
2. Work hours are from Monday through Friday from 8:00am to 5:00pm.
3. No work shall be conducted on federal public holidays unless approved by the KAK Site Manager.
4. The KAK Site Manager may approve an extension of hours depending upon circumstances.
5. All common areas are to be cleaned of debris and rubbish on a daily basis.
6. Construction refuse must be removed off the property at the expense of the Contractor or Owner/Occupant.
7. All conditions listed on the AGREEMENT FOR CONSTRUCTION/REMODELING are required to be complied with.
8. Owners may allow work to be performed in their apartments on Saturdays between the hours of 8AM to 5PM UNTIL December 31, 2024.

K. CONDUCTING BUSINESS ON PROPERTY

Commercial operations or business conducted by Owners, tenants or guests are prohibited that consistently increase the visitor traffic to the KAK property.

IV. CONDUCT

A. SOLICITATION

Solicitation for any cause is strictly prohibited unless specifically authorized by the KAK Site Manager or the

Board of Directors or allowed pursuant to law, such as solicitation of proxies.

B. STAFF/CONTRACTOR INTERACTION

1. Employees and contractors of the Association are under the sole direction of the KAK Site Manager, Managing Agent or the Board of Directors.
2. Owners and occupants shall not divert or interfere with their work.
3. All suggestions can be submitted to the KAK Site Manager, Board of Directors, or the Managing Agent by phone, email or mail.
4. Staff interactions between anyone on property is expected to be professional.
5. Any derogatory, argumentative behavior, yelling, or other behavior that is manifested by Owners, guests, contractors, etc. towards employees of KAK will not be tolerated.

V. COMMUNICATION

A. WEBSITE

1. The website provides a private secure outlet to deliver Board approved information, directed discussion boards, a calendar, documents and forms for Owners.
2. The website is for OWNERS ONLY and Owners can e-mail contact @ kiheialiikai.org to gain access.

B. EMERGENCY BROADCAST SYSTEM

1. The siren is tested at 11:45am the first business day of each month.
2. The Disaster Preparedness Guide is located in the Maui phone directory or at www.mauicounty.gov ;
3. Kihei Ali'i Kai is not located in a defined flood zone.

VI. PETS, SERVICE AND ASSISTANCE ANIMALS

1. Pets/animals are prohibited on the property, except for service/assistance animals that comply with Hawaii and or federal law requirements.
2. For any inquiries regarding service/assistance animals you may contact the KAK Site Manager or Managing Agent.

VII. BUILDING APPEARANCE AND MODIFICATION

A. The overall appearance of Kihei Ali'i Kai is to be maintained by all Owners/occupants to present a uniform appearance.

1. All window coverings must be of a light neutral (white or cream) color and must appear to be in good condition.
2. Entrance doors shall be a dark shade of brown.
3. Screen/security doors shall be dark brown or black and in good repair.
4. Awning and lanai shade coverings must be pre-approved by the Board of Directors.
5. Owners must sign and adhere to the agreement "Governing Rules for Construction and Remodeling" prior to any work commencing. The KAK Site Manager is authorized to issue a stop order for any work not in compliance with the rules listed on the Contractors Form or if no Contractor Form has been approved.
6. Prior to any alteration, modification or remodel that involves or affects the plumbing, the Owner must supply construction information to the KAK Site Manager. If this involves access to opening up the bathroom or kitchen wall and involves or affects the plumbing, the Owner at the Owner's sole expense will be required to replace and/or repair any accessible plumbing pipes, which are limited common elements designed to serve one apartment even if they extend through a common element (the floor). The replacement and/or repair of the plumbing shall be subject to a required inspection by the Board or the Board's designee.
7. High Risk, Cast Iron Pipe Project: On or before December 31, 2024 each owner shall be responsible to replace, at their own expense, and in conformity with the information provided by the Association, all limited common element pipes, valves, washer boxes, and shut off valves, which serve the Owner's

apartment, with the exception of the small section of pipe which is embedded in the concrete floor between apartments and through the concrete barrier wall between uneven and even numbered apartments. Also excluded are the ground floor apartment's limited common cast iron pipes that are embedded in the concrete foundation and which extend underground connection to the common horizontal waste pipe. Despite the limited common pipes that extend through the concrete not being easily accessible, they are still the responsibility of the owner served by those pipes. The replacement and/or repair of the limited common pipes defined in this requirement shall be completed by a licensed plumber. The work shall be subject to inspection by the Board's designee to verify compliance and such compliance/failure shall be recorded by the Association. If the limited common element pipes defined in this policy are not replaced in compliance with policy; the Association will undertake the replacement of those pipes, and pursuant to the Hawaii Revised Statutes will charge the Owner of the apartment to which the pipes are a limited common element that serves their apartment. In the event a limited common element pipe replacement was performed on or before December 31, 2024, an Owner may provide documentation of the replacement utilizing photographs, video, or other documentation (as determined by the Board of Directors or the Board's designee). An owner not providing accepted documentation will be required to provide access to the limited element pipes to observe the existing limited common element piping. If documentation is not provided and the apartment is not listed as "Completed" by the Site Manager, the Association will replace the piping and charge back to the owner. Submissions from Owners who believe their pipes have been replaced, however not documented by the Site Manager, should be made by October 1, 2024 to allow for sufficient time to validate.

Owners should be aware that if an owner of a lower apartment is doing a replacement, and the upper apartment does not perform the replacement, and the Association is required to replace the limited common element pipes of the upper level, the cost of access through the ceiling or walls, including the cost of removal of cabinets, tile or other items will be assessed to that Owner for whom the association is doing the replacement.

When an Owner undertakes the replacement of their limited common element pipes, the Association will require access and replace all Common Element Cast Iron Pipes within the apartment (excluding the C Building cast iron waste pipes as they were previously coated in the summer of 2022).

VIII. ASSESSMENTS REGARDING FAILURE TO COMPLETE CAST IRON PIPE PROJECT

If any Owner has not finished replacement of their cast iron pipes, including the limited common element cast iron pipes (or has not provided access to KAK to replace the common element cast iron pipes), by December 31, 2024, the following assessments will be imposed:

1. If a leak occurs which originates from an apartment which has not completed the work, or allowed KAK access to complete its work, and damage to any apartment or the common elements results, the KAK deductible (currently $50,000.00), will be charged to the Owner who has not completed the pipe replacement project.
2. On January 6, 2025, a weekly assessment of $250.00 will be assessed.
3. If the work is still not completed by January 20, 2025, a weekly assessment of $500.00 will be assessed.
4. If the work is still not completed by February 3, 2025, a weekly assessment of $1,000.00 will be assessed.
5. If the work is still not completed by March 3, 2025, a monthly assessment of $2,000.00 will be assessed and KAK will pursue all legal remedies to gain entry to the Apartment to complete the work. The costs and expenses associated with enforcement, gaining entry, and administration and completion of the work will be assessed to the owner of the Apartment.
6. All assessments will continue to accrue until the work is completed, including when/if KAK has to avail itself of legal remedies to gain entry and perform the work. The Owner assumes any risks associated with delays in the legal process or in finding contractors/plumbers to complete the work if the Owner has not undertaken the work.

IX. COMMON AREAS AND LANAIS

A. COMMON AREAS

Common areas include the common elements identified in the Declaration, including but not limited to outside walls, walkways, apartment entryways, stairwells, elevators, entrances, parking lots, pool, barbecue area, restroom/sauna, sports court and landscaped areas.

1. Bicycle riding, skateboarding, roller blading, sporting activities (and unreasonable or excessive noise) is not permitted within the courtyards, walkways and pool/BBQ areas in order to prevent accidents and harm to pedestrians using those areas.
2. Feeding of birds or animals from any area on property is prohibited.
3. Smoking is prohibited and only allowed in the designated common areas in the lower and upper parking lots.
4. Trash chutes are provided on each floor by the elevators and in the parking lots. Trash should be wrapped or bagged to avoid spillage on walkways. Spillage caused by any occupant must be cleaned immediately by the person causing the spill. If the KAK Site Manager is required to take action to clean any mess, spillage or other debris and the cause can be associated with an apartment, an administrative assessment of at least $50.00 will be placed against that apartment.
5. Only household trash is allowed in the bins. LARGE appliances (e.g. TV, fridge, stove) are to be removed from property by the occupant. If left in the trash area, the Owner in question will be charged with disposal.
6. Recyclable containers are provided in both parking areas.
7. Personal property is not permitted to be left in common areas.
8. Dusting, brushing or cleaning personal items in any common area is not allowed except at upper and lower parking areas.
9. Owners are responsible for and bear all cost of repairs and or replacement for any damage to common areas.
10. Showers are located at the entrance of the lower and upper parking lots to remove sand and debris.
11. Modifying or changing any common areas, including the landscaping, is not permitted.
12. Prior written approval from the KAK Site Manager is required for placement or replacement of flooring in the entryways. Provide specification of desired flooring to the KAK Site Manager.
13. Apartment entrances and walkways must not be obstructed to impair ingress and egress due to fire regulations.
14. Nothing shall be allowed, done or kept in any apartment or common or limited common elements 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.
15. The spraying or applying liquid/aerosol Sunscreen on the walkways, pool area or other areas that are cement or asphalt is not allowed. The mineral spray currently required on Maui causes a permanent stain.
16. Drones: Recreational drone use is prohibited at the Kihei Alii Kai. However, realtors may use drones for the limited purpose of photographing Kihei Alii Kai or providing a short video to assist with the marketing and sale of any apartment. A realtor must present a written request to the KAK Site Manager, with confirmation of the appropriate licensing of the drone pilot, and if approved, such approval will be provided in writing. Use of a drone under this rule will be subject to any further restrictions placed by the KAK Site Manager and/or Board of Directors (such as but not limited to notice to other owners, dates, times, and distance to be maintained from any structure or person).

B. LANAIS

1. Cooking on the lanais is prohibited.
2. Lanai furnishings including storage items are to be appropriate and maintained. Any storage of items that detract from the uniform appearance of the building is prohibited.
3. No items are to be hung from the lanai railings.
4. No person shall sweep, shake rugs, towels etc. or pour liquids from the lanais or the entryways/walkways.
5. All lanai lighting is to be shielded to avoid disturbing the enjoyment of others.
6. Owners are required to maintain lanai sliding door and screen door rollers to avoid noise nuisance during operation.
7. Plants must be maintained to avoid soil and water runoff and not to extend through the lanai.
8. The Spalling and Painting Contract Project will identify the acceptable materials and applications for any lanai flooring after the inspection process is completed.
9. Special events decorations are only to be displayed from 2 days prior to the event and until one day after the event. Seasonal decorations may be displayed from Thanksgiving through January 7th .
10. Approval from the Board or KAK Site Manager is required for placement or replacement of flooring on lanai. Inspection for spalling damage will be done at this time. Rugs or other material capable of holding moisture are required to be removed from the lanais and entry ways after inspection is complete with the current Spalling Project. Apartment Owners will be notified with a specific target date for the removal.

X. POOL, SPA, BBQ, SAUNA, RESTROOM AND RECREATION AREAS (Sports Courts) HOURS: 8:00AM TO 9:00PM

A. POOL and SPA AREA

1. **THERE IS NO LIFEGUARD ON DUTY.**
2. A gate key is required for entry/exit.
3. The pool area shall only be used by Owners, tenants and guests.
4. Appropriate swim attire is required.
5. Users shall shower or otherwise remove any sand or other dirt or debris from the beach before entering the Pool Area. Showers are located at the lower and upper parking lot entries.
6. Owners are responsible for their tenants and guests and are required to make sure they are fully aware of pool rules and regulations.
7. The use of the Pool Area is at the user's own risk.
8. No glass or breakable containers are allowed in the Pool Area.
9. No food consumption is allowed in the Pool or Spa Area.
10. No climbing on or over gates or fences, and all gates are to remain closed except during ingress and egress to the Pool Area.
11. No running or aggressive horseplay, NO toys or sports equipment are allowed to be used in the Pool and Spa Area.
12. Use caution when walking in wet areas.
13. Use of audio/video devices is not allowed without the use of personal headsets.
14. In the event of any human discharge, the pool or spa will be immediately closed for cleaning.
15. Non-swimmers are required to be supervised by a competent swimmer or adult.
16. Use handrail when entering the pool/spa.
17. Tossing or throwing items in the pool/spa area is not allowed.
18. No floatation devices allowed in the pool/spa except safety approved devices. No pool noodles, blow-up inflatables, fins/snorkels.
19. Incontinent individuals or those of an age who require diapers are required to wear appropriate swim diapers.
20. Elderly persons, pregnant women, infants and those with a health condition should consult with a physician before entering the spa.
21. The spa temperature is maintained at approximately 102 degrees Fahrenheit.
22. Exceeding 10 minutes of exposure in the spa is not recommended.

B. BBQ AREA

1. Read and understand the instructions for lighting and use of the grills.
2. Do not leave grills unattended when cooking.
3. Turn off burners and clean up after use.
4. Consumption of food is allowed in the BBQ areas.
5. **No breakable/glass items are allowed in the ground floor BBQ area.**

C. SAUNA/CO-ED RESTROOM

1. Proper attire is required at all times.
2. Extreme temperatures are dangerous if not used with caution

D. RECREATION (SPORTS COURT) AREA

1. Use of Pickleball and Shuffleboard Courts are not open to outside visitors unless accompanied by an Owner, tenant, or guest staying at Kihei Alii Kai.
2. Glass or breakable containers are PROHIBITED in the Sports Court area.
3. 3rd level table area **ONLY** is allowed to have glass or breakable containers.

XI. ENFORCEMENT OF VIOLATIONS AND ASSESSMENTS

RULE VIOLATIONS INVOLVING SAFETY:

Some rule violations involve safety issues that may implicate an immediate assessment. Issuance of an assessment in addition to giving the first notice is at the KAK Site Manager's discretion. Offenses that are immediately finable include but are not limited to smoking, pool risks like glass or lack of swim diapers, fire code parking violations, cooking fires on lanais, and fireworks.

1. First notice/warning (assessment at discretion of KAK Site Manager) to Owner and person committing the offense.
2. Second notice – written notice to the owner, possibly to the violator if they are present/available with $250.00 assessment.
3. Third notice – written notice to the owner, possibly to the violator if they are present/available with a $500.00 assessment.

If corrective action is not immediately taken in situations that involve the health/safety of others, the KAK Site Manager may also require people to leave the common areas being utilized (i.e. the pool/spa or BBQ area).

RULE VIOLATIONS (NON-CONSTRUCTION) OTHER THAN SAFETY ISSUES:

1. First notice/warning to Owner and person committing the offense.
2. Second notice – written notice to the owner, possibly to the violator if they are present/available with $75.00 assessment.
3. Third notice – written notice to the owner, possibly to the violator if they are present/available with a $100.00 assessment.

If the situation is not remedied after two notices, the KAK Site Manager needs to discuss further action with the Association Board. Additional assessments, at least 10 days after the third notice, should be $100 at a minimum, as directed by the Association Board and at intervals set by the Association Board.

The KAK Site Manager will provide a written notice to the offender or offending apartment as well as the apartment Owner on all levels of action. At the discretion of the KAK Site Manager, in order to obtain co-operation in addressing the violation or non-compliance in a timely manner, who may also notify the Managing Agent. The investigative report, along with any photographic or other evidence, shall be filed in the KAK Site Manager's office subject to review by the Managing Agent, a Board Member or Owner of the apartment.

The authority to restrict and deny use of the common areas is at the discretion of the KAK Site Manager. In addition, if the KAK Site Manager determines that law enforcement is required, contact shall be made with the Maui Police Department.

MAJOR CONSTRUCTION GUIDELINES VIOLATIONS:

1. First notice/warning to Owner and person committing the offense and all work must cease. Work may not resume until the issue is resolved, or appropriate permissions have been granted.
2. Second notice – stop work notice to the owner and a $100.00 assessment per day if the violation continues.

This includes starting construction work without KAK Site Manager's advance approval, not providing an accurate Contractor Information Sheet, using an unapproved contractor, and/or not providing required insurance.

A. Any violation of or non-compliance with House Rules, By-laws or Declaration should be brought to the attention of the KAK Site Manager and/or Managing Agent, who has the authority of the Board to enforce those rules that fall within their jurisdiction. Continued non-compliance or repeat violations should be reported to the Board in writing through the KAK Site Manager. Maui Police may be called by anyone if warranted by circumstances.

B. The Board may take or require such corrective action regarding any violation of House Rules and damage to the common areas as, in the Board's discretion, is warranted. Violations, corrective action, and payment of

assessments are the responsibility of the Owner. The Board may employ any lawful means to secure payment and collect assessments. Unless specified or permitted hereinafter as an immediate or an enhanced assessment, an initial violation will result in a written warning. An appropriate time limit for compliance may be specified in the warning (if the violation relates to behavior the appropriate time frame is immediate; if the violation relates to physical conditions the shortest practical corrective time frame will typically be provided). Absent specification of a time for compliance it shall be the shortest reasonable time frame, by default.

C. Subsequent violations need not be based upon the same House Rule provision before an escalated assessment is imposed. For example, if a tenant violates a "pool" rule for the first violation (and is given a warning) and then violates a "noise" rule for the second violation, the assessment would be imposed upon the occurrence of the second violation. It is not necessary that there be multiple violations of the same rule or category of rule before escalating or subsequent assessments are levied.

D. Notwithstanding anything herein to the contrary, the Board may assess an enhanced assessment for conduct or actions deemed to warrant a assessment in excess of the routine notice and escalating assessment amounts imposed for more routine violations. Factors, any of which may result in an enhanced assessment, include but are not limited to those involving acts of violence, intentional damage to property, or safety threats. An enhanced assessment may be up to $2,000 or as otherwise provided herein and may be levied only by a two-thirds majority vote of the Board, rather than the simple majority to levy routine assessments.

E. Unless appealed as permitted below, the owner must pay a assessment to the Association within 30 days of the date of assessment of the assessment. The Owner shall also be assessed a late fee of $25 for each month the assessment remains unpaid, unless the Board votes to suspend or cancel the assessment or waive some or all late fees.

F. Any citation or assessment may be appealed as follows:

1. After payment of a assessment, any Owner may appeal the assessment to the Board of Directors within 30 days of the action taken.
2. The appeal must be in writing from the owner, addressed to the Managing Agent or the Board of Directors by mail or email.
3. The Board will set the appeal hearing for the next regularly scheduled Board of Directors' meeting or if the majority of the Board Members approve scheduling a Special Board Meeting.
4. The Owner issued the assessment will have the opportunity to present evidence as to why the assessment should not apply, or why it should be reduced.
5. An Owner will be informed of the Board's decision in writing within ten (10) days of the appeal hearing.

G. An Owner who contests the amount of any attorneys' fees and costs, penalties or assessments, late fees, lien filing fees, or any other charges, except common expense assessments, may make a demand in writing for mediation of the validity of those charges.

H. With respect to any violation of the House Rules, in addition to assessments, the Association may proceed with all actions and remedies available to it under the law and governing documents, including but not limited to the following:

1. The Association may send a cease-and-desist letter to the individual in violation;
2. The Association may contact the Owner of the apartment who shall be directed to make a reasonable effort to cause the violator to cease and desist from the activity creating the disturbance;
3. The Association may levy assessments against the Owner and/or tenant in accordance with these House Rules and HRS § 514B-104;
4. The Association may, as authorized agent of the Owner, commence an eviction proceeding against the violator pursuant to HRS § 514B-104;
5. Enter the apartment and/or limited common area and take any action to summarily abate and remove, at the expense of the Owner, any structure, thing or condition that exists in violation of House Rules. In such cases, the Board and the Managing Agent will not be deemed guilty in any manner of trespass; and
6. Charge all fees and costs to the Owner.

I. Any legal fees or other professional consulting fees (e.g., structural engineering review) incurred by the Board or the Managing Agent in enforcing House Rules will be the responsibility of the Owner.

IN WITNESS WHEREOF, the undersigned has executed these House Rules the 11 day of June in the Year 2024

ASSOCIATION OF APARTMENT OWNERS OF KIHEI ALI'I KAI, INC.

Signature

James Goulart

James Goulart
Its: President

CERTIFICATE

I, hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors duly held on May 28, 2024 and duly entered in the book of minutes of the Association, and that these House Rules are in full force and effective as of June 11, 2024.

ASSOCIATION OF APARTMENT OWNERS OF KIHEI ALI'I KAI, INC.

Signature

Carol Walters

Carol Walters
Its: Secretary