

**The KEALIA**  
191 North Kihei Road  
Kihei, Maui, Hawaii 96753

**RULES AND REGULATION**  
**(House Rules)**

The purpose of these Rules and Regulations is to protect all occupants of the Project from annoyance and nuisance caused by improper use of the condominium units 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 Association of Apartment Owners, as provided in the By-Laws of said Association (note in the event that certain sections hereof have been extracted, either in whole or in part, from the By-Laws, amendment thereof will require amendment of the By-Laws).

The full authority and responsibility of enforcing said rules may be delegated to a managing agent by the Board of Directors of the Association of Apartment Owners. All occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not.

I. OCCUPANCY

1. Occupancy is limited to not more than two persons per studio apartment, not more than three persons per one-bedroom apartment and not more than four persons per two-bedroom apartment, except that this occupancy may be exceeded by members of the immediate family of the owner, rentee or lessee, but in no event shall occupancy exceed the maximum permitted by law.

2. A residential apartment shall be used only as a residence and shall not be used for business or other purposes.

3. The absentee owner, at his expense, should have an agent, friend or maid conduct periodic inspections of his closed apartment, assuming responsibility for the contents thereof.

4. No livestock, poultry, rabbits, or animals other than household pets should be kept on any part of the premises nor shall pets be bred nor kept for commercial purposes; provided however, that no dogs shall be allowed. No more than 2 cats may be kept in any one apartment. Pets shall be permitted on the common areas only while in transit and only while being carried, except that no pets shall be permitted on any part of the pool area. Occupants keeping pets must register the pets with the Resident Manager within five (5) days of bringing the pet into the building. Any pet causing objectionable noise, injury to any person, or any damage to private property or the common elements, shall, upon notice given by the Resident Manager, be immediately and permanently removed from the premises.

5. An apartment owner shall be responsible for the conduct of his children at all times, ensuring their behaviour is neither offensive to any occupant of the Project nor damaging to any portion of the common elements. In any case, children twelve years of age and under shall not be permitted on the pool deck unless accompanied by an adult.

II. TEMPORARY OCCUPANCY

1. Subject to the terms of the Declaration and the 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. The owners must notify the manager of the names and length of anticipated occupancy of lessees, rentees or guests and must deliver to lessees, rentees or guests a copy of these House Rules, and if required by the Board of Directors, must obtain prior approval of the Board of any such lessees, rentees or guests.

2. An apartment owner shall be responsible for the conduct of his lessee (s), rentee(s) or guest(s) and shall, upon require of the Board of Directors or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of this apartment by his lessee(s), rentee(s) or guest(s) contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessee(s), rentee(s), or guest(s) to conform with the interest and meaning of the provisions hereof, he shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessee(s), rentee(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting there from.

3. 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 30-days. Such owners shall file with the Board of Directors their out-of-town address and telephone number and the telephone number of their agent.

III. COMMON AREAS, BUILDINGS AND CARPORTS.

1. The walkways, corridors, sidewalks, driveways and parking areas must not be obstructed or used for any purpose other than ingress and egress or parking.

2. Each owner shall be responsible for the care and maintenance of this lanai. It is intended that the building shall present a uniform appearance and, to affect that end, the Board may require the painting of walls and ceilings of all or part of any building and regulate the type and color of paint to be used. The board is authorized to contract for said painting and to make payment therefore out of the maintenance fund.

3. Any unsightly or disturbing items or items creating a fire hazard within any apartment shall be removed upon the request of the Managing Agent or the Board of Directors. Appropriate banners commemorating holidays or festivals may be displayed from the lanais on holidays.

4. Textile items, including towels, bathing apparel and clothing, brooms mops, cartons, etc., shall not be placed on walkways, in the corridors, on lanais or in windows so as to be in view from outside the building or from the other apartments.

5. No shoes, sandals, dry cleaning, etc., shall be allowed to remain in view outside apartments.

6. The throwing of firecrackers and the explosion of any fireworks anywhere on the grounds or within any building is expressly prohibited.

7. All garbage must be wrapped and deposited in the proper receptacles as required by the Board of Directors.

8. No cooking of any kind shall be permitted on any apartment lanai.

IV. USE OF RECREATION AREAS AND FACILITIES.

1. Use of the recreation areas and facilities shall be limited to apartment owners, lessees, rentees, members of their families and guests. No other person may use the recreation areas unless accompanied by a resident of the Project.

2. Pool hours are from 8:00 a.m. until 9:00 p.m., as follows:

General Use-children and adults .....	8:00 a.m. to 12:00 noon 1:00 p.m. to 5:00 p.m.
Adults Only (18 years and above).....	12:00 Noon to 1:00 p.m. 5:00 p.m. to 9:00 p.m.

3. Children twelve years of age and under shall not be permitted on the pool deck area unless accompanied by an adult.

4. No roughhousing will be allowed in the pool or surrounding area.

5. All swimmers must shower before entering the pool.

6. No glass container, tumbler, drinking glass, or any other item made of glass or other breakable material shall be permitted in the vicinity of the swimming pool.

7. No person with bandages or open wounds of any type may use the pool

8. Persons with long hair (shoulder length or longer) shall wear bathing caps in the pool if required by the Board of Directors or Managing Agent.

#### V. PARKING AREAS.

1. No cars may be parked or left unattended in the driveway areas, except in assigned parking spaces.

2. Owners washing, cleaning or polishing cars in the driveway areas shall clean the area thoroughly before leaving. Car washing must be performed in a manner such that no water spilling occurs.

3. Repairs of motor vehicle, boat, surfboard or other equipment shall not be permitted in the driveway areas or parking areas.

#### VI. STORAGE.

No inflammable oils or fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra-hazardous to life or property shall be stored in the apartments.

#### VII. NOISE.

1. Avoid excessive noise of any type at any time. Consider other residents at all times.

2. Radios, TVs, Stereos, etc., must be played at reduced volume after 10:00 p.m. and early in the morning.

3. When guests are leaving at night, it is requested that noise be kept at a minimum.

4. Excessive noise at any time should be reported to the Board of Directors or Managing Agent who will take appropriate action.

#### VIII. BUILDING MODIFICATIONS.

1. No structural changes of any type shall be permitted either within or without an apartment except in accordance with the By-Laws.

2. No awnings, shades, windbreaks, or any other thing which is visible from the outside of any building, etc., shall be installed.

3. No signs, signals or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window or off any entry porch.

4. No radio or T.V. antenna shall be erected or maintained outside the physical confines of an apartment.

5. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building.

IX. OWNERS UNIT RESTRICTIONS.

1. No hot water on demand type appliances may be installed in any unit.

X. GENERAL.

1. Any furniture placed in common areas is for use in those specific areas and must not be moved there from.
2. Maintenance personnel shall not be asked to do work within the area of any apartment or asked to leave the premises for any reason.
3. No solicitation or canvassing will be allowed in any building at any time.
4. Owners shall file their name, address, phone number, signature and automobile model, make and license number with the Manager.
5. Each apartment owner shall observe and perform these House Rules and ensure that his licensees and invitees also observe and perform these House Rules. Apartment owners will be responsible for their guests' observance of all House Rules as set forth herein. In the event expenses are incurred due to violations of House Rules by guests or licensees, the Owner shall be responsible for payment of same.

XI. SMOKING PROHIBITION ON PROPERTY

Smoking is prohibited anywhere within, on or about the apartment lanais and all common elements, including the limited common elements, except in those area(s) or the common elements, if any specifically designated by the Board of Directors in its sole discretion, where smoking shall be allowed. The term "smoking" shall mean the lighting and/or burning of any tobacco or plant material; inhaling or exhaling the smoke/fumes of tobacco or any other plant material; lighting, burning or carrying any lighted smoking equipment for tobacco or any plant material; and/or inhaling or exhaling from any lighted smoking equipment for tobacco or any other plant material

XII. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS OF THE KEALIA CONDOMINIUM SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENT THE RIGHT TO:

1. ENTER THE APARTMENT 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, ANY 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. 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 ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.