

**THE SANDS OF KAHANA**  
**RULES AND REGULATIONS**  
**(HOUSE RULES)**

The purposes of these Rules and Regulations (“House Rules”) are to promote harmonious and enjoyable living among all residents, occupants and guests at THE SANDS OF KAHANA condominium project (the “Project”); to maintain, protect and enhance the reputation of a highly desirable apartment-hotel property for both short and long-term residents; and to protect all residents from annoyance and nuisance caused by the improper and unreasonable use of the apartments and the Project’s common elements (as such common elements are defined in the Project’s Declaration of Horizontal Property Regime).

These House Rules may be amended by the Project’s Board of Directors (the “Board”), as provided in the By-laws of the Association of Apartment Owners (the “Association”). Any suggestions for changes shall be delivered in writing to the Resident Manager for transmittal to the Board.

The full authority and responsibility of enforcing these House Rules may be delegated by the Board to the Project’s Managing Agent (the “Managing Agent”).

**ALL OCCUPANTS, TENANTS AND THEIR GUESTS SHALL BE BOUND BY THESE HOUSE RULES AND BY REASONABLE STANDARDS OF CONDUCT WHETHER COVERED BY THESE RULES OR NOT.**

**I. OCCUPANCY**

1. An apartment owner shall be responsible for the conduct of such owner’s children at all times, ensuring that their behavior is neither offensive to others nor damaging to any portion of the Project, including all the common elements. Children will be permitted to play in designated areas on the ground level only and not on any open balconies, stairways, nor in the parking area.
2. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project.
3. Occupancy is limited to not more than two persons per bedroom in each apartment, except that this occupancy may be exceeded by members of the immediate family of the owner, renter or lessee.
4. The Resident Manager is to be provided with a pass key to every apartment within the 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.

## II. TEMPORARY OCCUPANCY

1. Owners who reside outside of Hawaii or who are absent from the apartment for more than 30 days, shall designate a local agent to represent their interest. Such owners shall file with the Resident Manager their address and telephone number and the address and telephone number of their agent.

a. An apartment owner, or such owner's designated agent, may lease or rent such owner's apartment or make it available for other legitimate use, provided that all persons leasing, renting or living in the apartment shall abide by these House Rules. The apartment owner, or such owner's designated agent, shall be responsible for the conduct of all persons occupying such owner's apartment. All apartment owners or their designated agents must notify the Resident Manager in writing all of the names and length of anticipated occupancy of their lessees, renters and/or guests.

b. An apartment owner or such owner's designated agent, upon request of the Board or the Managing Agent, shall immediately remove, at such owner's expense, any structure, thing or condition that may exist in violation of these House Rules.

c. If the apartment owner or such owner's designated agent is unable to control the conduct of such owner's lessee, renter or guest, such owner or agent shall, upon request of the Board or the Managing Agent, immediately remove such lessee, renter or guest from the apartment, without compensation for lost rentals or any other damages resulting therefrom.

d. Should the Resort phone system be disconnected, the private phone number must be registered with the Front Desk.

e. Lock out assistance will be provided for a fee of \$25.00.

## III. COMMON AREAS. ENTRANCES AND LANAIS

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

2. No shoes, go-aheads, laundry, dry cleaning, or other items, shall be allowed to remain in view at the front entrance of any apartment.

3. Only appropriate furniture and small plants shall be placed on lanais. Any items deemed unsightly by the Board or the Managing Agent shall be removed upon the request of the Resident Manager. Lanais are not to be used for the purpose of storage of articles of any kind.

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

5. All plants shall be placed in containers to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais to prevent water from running down the exterior of the building.
6. Nothing shall be released or thrown from lanais, windows or entrance balconies.
7. All garbage to be deposit in either the trash chute or trash bins must be wrapped. All bottles, large boxes (after being flattened) and any breakable, bulky or flammable objects shall be carried and placed in trash bin rooms on the Ground Level. All newspapers are to be rolled and tied before depositing them in the chute. All trash chutes may be used only between the hours of 7:00 a.m. and 10:00 p.m.
8. No fires or barbecuing will be permitted on any apartment lanais.
9. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the Project grounds or within any building are prohibited.
10. No rugs or other objects shall be dusted or shaken from any lanais or apartment windows, and no cleaning by beating or sweeping shall be done in any hallway or exterior part of the Project.
11. Nothing shall be allowed, done or kept in any apartments or 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.
12. Water shall not be left running an unreasonable length of time.
13. Damages to common elements shall be surveyed by the President Manager, and the costs of repair or replacement may be assessed by the Board against the persons responsible.
14. Movement of large items (e.g. furniture, equipment, etc.) must be scheduled with the Front Office.
15. Homeowners/Residents must be in attendance when guests utilize the Resort's facilities/amenities.

#### IV. PARKING AREAS

1. No cars may be parked or left unattended except in designated parking stalls.
2. When workmen are performing work on an apartment, the apartment owner shall advise them to park off the premises if all spaces are occupied.
3. Automobiles shall be centered in parking spaces in order to prevent crowding of adja-

cent spaces and blocking of passages.

4. 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 apartment owner, the apartment owner or the owner's designated agent shall be held responsible for the payment of the towing charge.

5. Apartment owners may wash, clean and polish cars only in areas designated by the Board. Owners shall clean the area thoroughly before leaving.

6. Repairs of motor vehicle boat, surfboard, or other equipment shall not be permitted within the Project, including the common elements.

7. Bicycles are to be parked only in the bicycle racks as provided.

8. No car may be parked or left unattended for more than 30 days in the designated parking stalls.

9. Only registered vehicles displaying the proper parking passes may park in the basement parking areas.

10. Vehicles must display a valid vehicle registration and safety check sticker. Vehicles without current registration and safety check may be removed at the owners expense.

#### V. 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 when being opened or closed are to be held (or retained) to avoid slamming due to the wind.

3. No workmen are to be allowed in the buildings before 8:00 am. or after 6:00 p.m. (except in an emergency).

4. All radios, TV, Hi-Fi, or musical instruments must be played at reduced volume from 10:00 p.m. to 10:00 am.

5. The noise of departing guests, particularly at night, shall be kept at a minimum.

6. Excessive noise at any time should be reported immediately to the Resident Manager, who will take appropriate action.

#### VI. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or without an apart-

ment without prior consent and written approval of the Board.

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

3. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment.

4. No under-drapes will be permitted which differ in color from the neutral casement draperies originally installed in the apartment.

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

#### VII. SWIMMING POOLS & JACUZZI

1. Use of the swimming pool shall be limited to apartment owners and their lessees or renters and members of their family and guests. (Use of the pool by guests shall be limited to a reasonable number.)

2. Pool hours are from 9:00 am. to 10:00 p.m. be supervised and accompanied by a parent or other adult at all times. Children twelve (12) years of age or under shall

3. No eating or drinking shall be permitted in the swimming pool or jacuzzi.

4. No large mats or notation devices shall be used in the pool.

5. No horseplay shall be allowed in the pool or surrounding areas.

6. No person with bandages or open wounds of any type shall use the pool.

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

8. No children under the age of: five (5) years will be allowed in the jacuzzi.

#### VIII. GENERAL PROVISIONS

1. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.

2. Maintenance personnel employed by the Managing Agent shall not be permitted to do work within any apartment except for emergencies and at the direction of the Resident Manager.

3. The Resident Manager is not required to give access to apartments without the written permission of the apartment's owner or owner's designated agent.
4. Each apartment owner and all lessees, renters, family members, guests and every other person occupying such owner's apartment shall observe and adhere to these House Rules, and each apartment owner shall be responsible for the observance of these House Rules by such owner's lessees, renters, family members, guests and every person occupying such owner's apartment. In the event expenses are incurred by the Association due to a violation of these House Rules by an apartment owner or by such owner's lessee, renter, family member, guest or any other person occupying such owner's apartment, the apartment owner shall be responsible for payment of same.
5. No open solicitation or canvassing shall be allowed in the Project at any time.
6. The Board from time to time may post special safety or other rules governing the use of roadways, swimming pool, and other common areas. The Board's posted rules shall be considered extensions of these House Rules.
7. Packages or registered mail not collected within two (2) days of delivery will be subject to storage fees.
8. For the acceptance of individual charges to units (restaurant, phone, etc.), credit needs to be established at the Front Desk.
9. Registration of all outside contractors must be made prior to commencement of project.

#### IX. ENFORCEMENT

The violation or breach of any House Rules adopted by the Board shall give the Board or the Managing Agent the right to:

1. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate such violation or breach and to remove, at the expense of the owner of such apartment, any structure, thing or condition that may exist therein contrary to the intent and meaning of these House Rules and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass or be liable for any damages to such owner; and/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; and/or
3. To exercise any other right or remedy available under the Project's Declaration of Horizontal Property Regime or By-laws or available at law or in equity.

The obligations and liability of each apartment owner under these House Rules shall be joint and several. Any failure by the Board, the Managing Agent or the Resident Manager to insist upon the strict performance of or adherence to these House Rules, and the Board, the Managing Agent and the Resident Manager, notwithstanding such failure, shall each have the right thereafter to insist upon the strict performance of and to enforce any and all of the provisions of these House Rules. The provisions of these House Rules shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision shall not affect the validity or enforceability of any other provision of these House Rules.

**CERTIFICATE OF ADOPTION**

The undersigned hereby certifies that the foregoing House Rules, as amended, were adopted by the Board of Directors of the Sands of Kahana Condominium Project at a meeting of the Board duly called and held on May 13, 1995.

By: Mill Kp  
Its President

By: Sandra Bothe  
Its Vice President