

KULEANA RESORT

HOUSE RULES

Revision Effective Date – November 1, 2018

CONTENTS

Contents

Section I – General.....	1
Section II – Occupancy & Permitted Uses.....	1
Section III – Temporary Occupancy/Rentals	2
Section IV - Common Areas, Entrances, Lanais and Windows.....	3
Section V - Recreation Areas.....	5
Section VI - Parking Areas.....	6
Section VII – Pets and Other Animals.....	7
Section VIII - Noise.....	8
Section IX – Building Modifications	8
Section X – Violations.....	9
Section XI – Storage Lockers.....	10
Section XII – Enforcement, Deposits & Fines	11

SECTION I – GENERAL

- A. The purpose of the House Rules is to protect all of the residents and guests of the Kuleana from annoyance, nuisance, and unsafe conditions caused by improper use of the common elements in the complex. These rules also protect the reputation and desirability of the Kuleana by providing maximum enjoyment of the property. The House Rules may be amended by the Board of Directors, as provided in Article X, Section 1 of the Association’s By-Laws and Chapter 514B of the Hawaii Revised Statutes.
- B. The full authority and responsibility of enforcing these House Rules resides with the Board of Directors. The Board of Directors may delegate that authority and responsibility to a Site Manager.
- C. All Federal, Hawaii State and Maui County laws must be enforced. Kuleana Resort and its staff are not law enforcement entities. Maui police will be contacted to enforce laws.
- D. All residents and guests shall be bound by the Association’s By-Laws and House Rules. Standards of reasonable conduct, whether covered or not by these House Rules, always apply.
- E. Each tenant and owner are responsible for abiding by all House Rules and governing and subsequent documents established for the Kuleana Association of Unit Owners.
- F. House Rules, governing documents and notifications are available to owners at the official Kuleana Resort website www.thekuleana.org
- G. The Kuleana Resort Managing Agent will provide all owners with a copy of the current House Rules upon purchase of a condo or after BOD approved revisions of the House Rules.

SECTION II – OCCUPANCY & PERMITTED USES

- A. A unit shall be used only as a residence and shall not be used for commercial or other purposes without prior written approval of the Board of Directors.
- B. All owners must complete the “Owner Registration and Emergency Contact Information for the Kuleana” form annually. This is available from the Site Manager and the Kuleana Resort website www.thekuleana.org. The form must be reviewed and updated each calendar year by December 31. Additionally, an updated form must be submitted within thirty (30) days of any change in the information.
- C. All owners shall file any out-of-town address and contact information with the Managing Agent or Site Manager if they will be absent from the unit for more than thirty (30) days.
- D. Maximum occupancy is four (4) people in 1-bedroom units and six (6) people in 2-bedroom units.

- E. Owners, timeshare company and managing agents are responsible for the contents of and activities within their unit. The Association assumes no responsibility for loss or damage to personal property or unit furnishings under any circumstances.
- F. An absentee or non-resident owner, at the owner's expense is responsible for arranging periodic inspections of the owner's unit and assumes full responsibility for the contents thereof.
- G. All unit owners, timeshare company, managing agents and tenants are expected to ensure that guest behavior is neither offensive to any occupant of the complex nor damaging to any portion of the common elements.
- H. Parents and/or guardians are responsible for the safety and conduct of their children at all times and are expected to use reasonable judgment to determine whether their children may safely use recreational areas. There is not a specific age restriction upon children or an adult's unsupervised use of the recreation area including the swimming pool and all common areas. However, parents and/or guardians are responsible for the safety and conduct of their children and adults and are expected to utilize reasonable judgement in determining whether their children or an adult may safely utilize the recreation areas, swimming pool and common areas, without supervision.
- I. Occupants shall not use or permit to be brought into any unit, the common areas or owner storage lockers anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol or other combustibles of similar nature, or any gunpowder, or other explosives or motorized vehicles or cycles.
- J. Smoking and vaping are allowed in the designated smoking area below the BBQ area and the east parking lot area. Smoking is not permitted within 20 feet of any entry or in the common areas, including but not limited to the walkways, breezeways, stairways, lobby, swimming pool, at BBQ area and non-designated areas in parking lot areas. Smoking in the unit is only permissible in a way that does not expose neighbors to the effects of second-hand smoke.
- K. Smoking and vaping products must comply with Hawaii State laws. The consumption of tobacco and other controlled substances, including but not limited to medical marijuana, that may affect others while being consumed, must be consumed so that neighbors are not exposed to the effects of the second-hand smoke which could impact their health and enjoyment of the property.
- L. Kuleana Resort is not a law enforcement entity. Violations of laws will result in Kuleana staff and/or other residents in contacting Maui County Police to enforce laws.

SECTION III – TEMPORARY OCCUPANCY/RENTALS

- A. Subject to the terms of the Association By-Laws, a unit owner may lease their unit or make it available to others. All persons leasing, renting or living in the unit shall abide by current House Rules.

- B. The owner, timeshare company or managing agent must inform the Site Manager in writing of the names, number of guests, and length of anticipated occupancy of the tenant, renter, or vacation renter. The Site Manager may provide and request a specific format be followed for reporting this information.
- C. Leasing and rental agreements should be for a maximum occupancy of four (4) people in 1-bedroom unit and six (6) people in 2-bedroom units. If maximum occupancy is exceeded by any owner, occupants' leasing, timeshare occupancy, vacation rental, guests, etc. a House Rule Violation will be enforced. See Section XII, Enforcement, Deposits and Fines for enforcement notice and fee structure. The owner, timeshare company or managing agent of the unit must provide a copy of the current House Rules to the tenant, renter or guest.
- D. Owners, timeshare company and managing agent is responsible for the conduct of the occupants of their units. If the owner, timeshare company or managing agent is unable to control the conduct of the lessee, renter or guests and such person fails to observe all the provisions of the House Rules, the unit owner, timeshare company or managing agent shall, if so requested by the Board of Directors or their Managing Agent immediately remove the lessee, renter or guest from the premises without compensation for lost rental monies or any other damage resulting therefrom.
- E. In the case of a non-resident owner renting the unit, the owner shall designate a properly licensed individual or firm on the island of Maui to represent his interest in compliance with Hawaii State Laws. The owner shall provide the Managing Agent or Site Manager his out-of-town address and contact information and that of his on-island agent/representative by December 31 of each calendar year.
- F. Hawaii State Act 326 requires the Association to report annually all transient accommodations. Owners renting less than 180 consecutive days must provide the required information on the "Owner Registration and Emergency Contact Information for the Kuleana" form annually. If the Association is fined by the State, the Association may apply those charges against the owner's property.
- G. The Site Manager, Kuleana staff or other Kuleana Resort official is not required to give access to any unit without written permission of the owner.

SECTION IV - COMMON AREAS, ENTRANCES, LANAIS AND WINDOWS

- A. The Board of Directors has the right to restrict the use of any common elements at its discretion. Enforcement of restriction and other House Rules may be delegated to the Managing Agent or Site Manager.
- B. The unit owners, at their sole expense, shall be responsible to maintain all limited common elements appurtenant to their unit in a clean, safe and sanitary condition. Owners shall be solely responsible for any and all liability arising from said limited common elements.
- C. Owners or occupants shall not place, store or maintain in the lobbies, in or below stairways, walkways, grounds, or other common elements any furniture, packages, shoes, slippers, floor mats, personal property, objects of any kind, or otherwise

obstruct transit through such common elements. The Site Manager is authorized to impound any personal property found in the stairwells including motorcycles, bicycles and surfboards.

- D. Except as expressly permitted in the Declaration, owners shall not decorate, landscape or furnish any entrance, stairway, planting area, court, or lanai appurtenant to their unit, except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing.
- E. Textile items, clothing, laundry, brooms, mops, cartons, or other objects shall not be placed on lanai or stairways, nor in windows visible from outside the building or other units. Towels and bathing apparel are allowed to dry on the lanai chairs (not railing) and removed when dry.
- F. To avoid damage to concrete and internal steel bars, awnings or other fixtures are not permitted to be fastened to concrete. Other than sun shades approved by the Board of Directors, eyebolts, hooks, screws or other fastening devices may not be drilled or screwed into the concrete. Carpeting is not permitted on lanai floors. Owners or tenants are not allowed to drill into the concrete. If new fasteners are required, owners must contact the Site Manager to request Kuleana maintenance to drill holes and install new fixtures if approved by the Board of Directors.
- G. Only appropriate furniture and small plants shall be permitted on lanais. Any items deemed unsightly by the Board of Directors, Managing Agent or Site Manager, in their sole and absolute discretion, including but not limited to furniture in poor condition and plants which are excessively large, damaged, sickly, or dead, shall be removed upon request of the Site Manager.
- H. The planting and care of foliage in the common elements is within the sole discretion and responsibility of the Board of Directors. Owners, occupants, and guests shall not be permitted to plant or place shrubs, trees, vines, or other types of plants in the common areas. Owners and guests are not permitted to pick, trim, or prune any foliage on the property
- I. Plant pots on lanais may not exceed 12" in diameter in order to limit and maintain their size and weight. Pots must sit on appropriately sized saucers to reduce damage to the lanais. Ground floor potted plants on lanais may not extend into the common grass area.
- J. Lanais may not to be used for storing articles of any kind, including but not limited to, coolers, motorcycles, bicycles, surfboards, kayaks, barbells or other exercise equipment or apparatus, furniture or similar items. Lanai furniture should have rubber or plastic tips to avoid damage to the lanai floor and reduce noise of moving furniture on the lanai.
- K. Laundry facility hours are posted and shall to be adhered to. Laundry facilities are strictly for the use of Kuleana owners, guests and renters.
- L. Skates, scooters, bicycles and skateboards are not permitted to be used in the common areas of the property (excluding scooters and bicycles in the parking lot).
- M. Nothing shall be thrown from lanais, windows or stairwells.
- N. The use of fireworks of any type at any time is strictly prohibited on the Kuleana property.

- O. Barbecuing on lanais or elsewhere on the property outside of the barbecue area is not permitted. Barbecues in the barbecue area are provided for use by owners and guests during posted hours and at the operators own risk.
- P. Furniture placed in any common area is for use in that specific area and must not be moved from its location.
- Q. Activities on the lawns or adjacent walkways that may cause damage to the landscaping or common elements or create a disturbance are prohibited. These activities include but are not limited to: recreational games, events, and social gatherings.
- R. The solicitation of goods, services, or religious and political activities is not permitted on the premises unless approved by the Board of Directors.
- S. Please dispose of trash and recyclable items in the main trash area located at the north driveway. Personal trash and recyclable items are not to be disposed at the barbecue area.
- T. All damage to any building or other common element shall be paid by the person causing the damage.
- U. Owners or renters may not remove lanai furniture from another unit's lanai for personal use under any circumstances
- V. Usage of the bicycle/surfboard/kayak storage area requires registering the items with the Site Manager who will also issue a key to the secured area. Due to limited space, each unit is limited to one (1) bicycle and one (1) surfboard and one (1) kayak per unit. Availability is a first come, first served basis.
- W. Advance notice must be given to the Site Manager when household goods or large items or furniture are to be moved through corridors or stairways.
- X. Drones or similar aircraft are not permitted to be flown anywhere at the Kuleana Resort. The Kuleana Resort is in a FAA No Fly Zone which encompasses a five-mile radius of the Kapalua Airport the FAA has strict fine structure for violators.
- Y. Hammocks are not allowed on lanais, common areas or to be tied to trees.

SECTION V - RECREATION AREAS

- A. There are no lifeguards on duty at The Kuleana. All owners and guests swim at their own risk. The Board of Directors or Managing Agent reserve the right to require a lifeguard for pool parties, at the host owner or resident's cost.
- B. Radios, instruments, or sound equipment shall not be played in the recreation areas without earphones unless there is a prior arrangement with the Site Manager.
- C. Rules for use of the swimming pool are posted and should be read and adhered to.
- D. Infants using the pool must wear waterproof garments to prevent pool contamination.
- E. Events are to be held in either the Kuleana Lobby or courtyard south of the swimming pool area only. Reservations require approval by Board of Director or Managing Agent within a reasonable amount of time prior to the event to allow posting of the event. A Kuleana AOA Group Activity Application form must be

completed for the Board of Directors review and approval. Event hours are from 10:00 am to 9:00 pm. Maximum number of persons per event is twenty-five (25). Event rules and regulations apply and must be strictly adhered to.

- F. Hours of operation for recreation and common areas are as follows:
- a. Laundry Room Hours 8 am – 9 pm
 - b. BBQ Hours 10 am – 9 pm
 - c. Shuffleboard Hours 10 am – Sunset
 - d. Tennis Court 8 am – Sunset
 - e. Car Wash 8 am – 9 pm
 - f. Pool 9 am – 9 pm
 - g. Quiet Hours 10 pm – 8 am
 - h. Special Events 10 am – 9 pm

SECTION VI - PARKING AREAS

- A. There is only one parking space for each unit. The one parking space is for any currently registered vehicle. Owners are not allowed multiple parking spaces for additional motorized vehicles such as motorcycles, scooters, bicycles, etc.
- B. All vehicles parked on the premises must display a valid parking identification tag issued by the Site Manager or Night Security Monitor. The Board of Directors has authorized the Site Manager and the Night Monitor to have any vehicle that does not comply with this policy to be fined or towed from the premises at the vehicle owner's expense.
- C. All vehicles (including motorcycles/scooters) owned by residents must be current and legally registered with the State of Hawaii. In addition, vehicles must be registered with the Site Manager. Registration must include the make of the car, license plate number, name of the driver or owner, phone number, unit number and departure date of the driver. In case the office is closed, after 1 am, the guest may leave a written note on the dashboard with the unit number until the next day when the office reopens.
- D. All vehicles must be properly parked between the lines, not blocking driveways and not taking up more than one space
- E. There are no reserved parking spots for any type of vehicle, including motorcycles, scooters, electric bicycles, etc.
- F. Owners, timeshare company and managing agent are solely responsible for any damages to the premises caused by vehicles belonging to their guests, tenants and contractors.
- G. The Site Manager is authorized by the Board of Directors to impound vehicles, bicycles and motorcycles/scooters that are not registered or display a valid parking identification tag. The Association is not responsible for damage to chains or locks caused during the removal of unregistered or unidentified items.
- H. Storage of personal property, commercial and non-operational motorized vehicles, including but not limited to: boats, dune buggies, ATV's and vehicles longer than 19' are not permitted in the parking areas

- I. A designated motorcycle/scooter parking area is set aside for a maximum of three (3) current licensed, registered and operable motorcycle/scooters. This is only for registered motorcycle/scooters. Contact the Site Manager to sign up on the wait-list.
- J. Except for emergency repairs, repairs to vehicles are not permitted in any parking area or on the property.
- K. Car washing is only allowed in designated areas. Car washing, or detailing is not allowed in other areas of the property or parking lots.
- L. The cost of replacement of owner's permanent parking identification tags will be a monetary amount determined by the Board of Directors to be paid by the owner. It is the responsibility of the owners to report the lost parking permit to the Site Manager.
- M. One temporary parking pass per unit per stay with a stated expiration date may be obtained by the owner, renters or contractors.
- N. Long term parking, thirty (30) days or more, is only allowed on the outer perimeter of the East wall of the buildings 300, 500 & 700 parking lots, excluding the covered area near the offices.
- O. During low season, The Board of Directors may designate additional parking spaces along the East wall, not under the covered area, to be rented for a monetary rate determined at the time the parking rental agreement is drawn up and signed. The additional parking agreement may be revoked at any time if parking violations occur or at the discretion of the Board of Directors.
- P. When employees, contractors, housekeepers, handymen or delivery services are performing work, they are to check in with the Site Manager. They are to park as directed by the Site Manager. Staff, contractors, maid services, handyman, delivery services are not to park under the shaded tennis court area.
- Q. Drivers are expected to observe traffic and directional signs.

SECTION VII – PETS AND OTHER ANIMALS

- A. No animals shall be allowed or kept in any part of the complex by residents or their guests.
- B. Feeding birds, ducks, cats or any other wildlife is not permitted.
- C. There is no law specifying the minimum distance people can approach a sea turtle. NOAA and DLNR recommend, for your safety and the animals' protection, that everyone stay at least 10 feet (3 meters) from all sea turtles. If maintaining this distance isn't possible, keep safety in mind and move away from the animal as carefully as possible, avoiding sudden movements and other actions that might disturb the animal.
- D. Certified service dogs, signal dogs or other certified/signal animals upon which handicapped occupants depend on assistance shall be permitted on property and shall be allowed to walk through the common area only while on leash, provided that such animals are accompanied by the owner to whom they belong. If such certified service dog, signal dog or certified/signal animal causes a nuisance or

unreasonable disturbance, the owner thereof will be given the opportunity to rectify the problem as soon as possible as required by the Board of Directors or Site Manager.

SECTION VIII - NOISE

- A. All residents shall avoid excessive or disturbing noise of any kind including slamming doors. The peace and quiet enjoyed by other residents and guests should be considered at all times.
- B. Please do not slam doors. Problems with door closures should be reported to the Site Manager.
- C. Quiet time is between the hours of 10 pm and 8 am. Radios, TV's, sound systems, computers, game systems, CD players, other digital devices, cell phone usage, appliances (including but not limited to vacuums and dishwashers) should be at such volume to be contained within the unit and not to be heard outside of the unit.
- D. Construction work may begin at 8 am and shall be finished by 5:00 pm Monday through Saturday. Construction shall not be performed on Sundays or holidays. Painting and electrical work is exempt from these restrictions.
- E. All construction work must be done inside the unit as quietly as possible and not in walkways, the lanai extensions or grounds. All debris shall be taken away by the construction crew for disposal and not put in Association trash bins or dumpsters.
- F. New flooring, whether tile, wood or carpet in units above the first floor must have sound proofing material or noise barrier installed. Existing ceramic or stone underlayment is considered ample barrier.
- G. Excessive and/or disturbing noise of any kind shall be reported to the Site Manager or Night Monitor for after hour disturbances. It is the Site Manager or Night Monitor's responsibility to address these complaints and to maintain a safe, peaceful environment for all residents and guests.

SECTION IX – BUILDING MODIFICATIONS

- A. The Site Manager will provide a copy of the House Rules to the construction workers in units having work done.
- B. Contractors, timeshare company or owners must submit a signed Application to Remodel/Modify Condominium Unit to the Site Manager. They must also provide a copy of the business license, general insurance, any necessary permits and Workman's Compensation insurance certificates. The contractor is required to name the Kuleana AOA as Additional Insured.
- C. Structural changes of any type shall not be permitted without prior written approval of the Board of Directors or the Site Manager.
- D. Owners, timeshare company and managing agent interested in installing lanai sunshades must obtain approved sunshade details from the Site Manager.

Owners will be asked to remove non-compliant sunshades. If the owner or timeshare company does not remove the sunshades as ordered, the Association will remove the sunshade at the owner's expense.

- E. Owners, timeshare company and managing agent interested in installing Air Conditioners must obtain approved A/C guidelines and installation specifications from the Board of Directors or Site Manager. Any deviation from the approved A/C or installation may result in the Site Manager and/or Board of Directors directing the A/C be removed for non-compliance.
- F. Front entry screen doors are the sole responsibility of the owner and are to be dark brown or black for the uniform look of the property. Any deviation from the approved color may result in the Site Manager or Board of Directors directing the screen door removal for non-compliance.
- G. Signs, signals, lighting or lettering are not permitted to be inscribed or exposed on any outside part of any building, nor may anything be projected out of any door, window or lanai beyond the exterior face of a building.
- H. No radio, satellite dish or TV antenna shall be erected or maintained outside the physical confined of a unit.
- I. Appropriate banners, lighting and window decorations commemorating holidays or festivals may be displayed for a reasonable amount of time.
- J. Owners are required to service and keep their smoke alarms in working order.
- K. Sliding glass doors are the responsibility of the Owners. If a sliding glass door is to be replaced it must comply with the installation specifications set by the Board of Directors.
- L. The repair and maintenance of the interior of each unit is the responsibility of the owners.
- M. Notwithstanding anything to the contrary contained herein, handicapped owners shall be permitted to make reasonable modifications to their units if such modifications are necessary to enable them to use and enjoy their units and/or common elements, as the case may be. The Board of Directors shall not unreasonably withhold or delay its consent to such request.

SECTION X – VIOLATIONS

- A. The Board of the Association shall enforce the House Rules by delegating the responsibility of enforcement to the Managing Agent. The Site Manager and Managing Agent are designated as agents of the Board of Directors for the enforcement of these House Rules.
- B. Infractions of the House Rules should be reported to and enforced by the Managing Agent or Site Manager. The Managing Agent or Site Manager will handle all complaints on an anonymous basis, whenever possible. It is suggested that minor disagreements should be settled between the individual occupants affected.
- C. If any person violates any of these Rules, the Board, the Managing Agent or Site Manager or Night Monitor may 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 unit owner; and/or impose fines upon unit owners, tenants, and employees of an unit owner, and any other person using or coming upon the property or any part thereof for any purpose whatsoever.

- D. Any person assessed a fine may appeal by filing with the Board Secretary, within thirty (30) days after receiving notice of such fine, a written notice of his or her appeal and the reasons therefor. The filing of a notice of appeal shall not halt the accrual of any ongoing fines imposed for the violation which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of the fine at the time of the hearing of such appeal. All appeals shall be heard at the next meeting of the Board of Directors.
- E. The Board of Directors shall vote as to whether the fine shall be affirmed. If a majority of the Directors present vote in the affirmative, the fine shall stand and shall be remitted by the appellant in full, within seven (7) days of the date that the appellant is notified of the decision of the Board of Directors. If less than a majority of the Board present votes in the affirmative, then the fine shall thereby be rescinded.

SECTION XI – STORAGE LOCKERS

- A. Storage Locker: Site Manager will keep a list of assigned storage lockers and wait list for a storage locker. If storage lockers become available, the site manager will assign the storage locker to the next owner on the wait list.
- B. Bicycle/Board/Kayak Storage Will be assigned by Site Manager. Site Manager will keep list of assigned spaces. Lost keys will cost an additional fee of \$50 for replacement.
- C. Association is not responsible for items stored in lockers or storage areas.

SECTION XII – ENFORCEMENT, DEPOSITS & FINES

- A. Issuing a single verbal or written warning prior to a monetary fine is at the sole discretion of the Board of Directors, the Managing Agent, Site Manager or on-duty Night Monitor.
- B. All expenses incurred as a result of an owner's negligence will be charged to the offending owner, timeshare company or managing agent. All fine payments shall be the ultimate responsibility of the owner.
- C. Unless otherwise stated, House Rule violation fines will be a minimum of \$25.
- D. House Rule Violation Monetary Fee Structure.
 - First offense: Warning will be issued
 - Second offense: \$25 fine will be issued
 - Third offense: \$50 fine will be issued
 - Each Subsequent: \$25 fee per day until infraction is rectified
- E. Guest registration fine: \$25 fine per guest will be issued to owners who do not comply with Guest Registration Procedures. The Residential/Site Manager will provide the current procedures for guest registration.
- F. Guest Exceeds Maximum Occupancy: \$25 fine per guest per day will be issued to owners, timeshare owner or timeshare company or managing agent who exceed the maximum occupancy in a unit.
- G. Lockout fee: \$25 will be charged for services rendered Monday through Friday between the hours of 8:00 am and 5:00 pm and a lockout fee of \$50 will be charged for services rendered between 5:00 pm and 8:00 am. Saturday and Sunday a \$50 lockout fee applies.
- H. Lost key fee: \$50 fee will be charged for each replacement key, including keys to unit front doors, gates, bike storage, storage lockers and swimming pool.
- I. Parking permit fine: \$25 fine may be issued to owners or guests for each infraction if their vehicle is not displaying a valid parking permit. In the case that the security office is closed when renters arrive, they are permitted to write on a piece of paper their name and unit number and display on the car's dash board. When the Security Office, Timeshare Office or Kuleana Vacation Office opens the next day, the guest should acquire a temporary parking permit.
- J. Improper parking fine: \$25 fine may be issued to owners or guests for each infraction if their vehicle is parked improperly on or over stripped boundary lines.
- K. Damage to the landscape fine: Any pruning or damage to trees, plants, equipment or property will be fined up to a \$1000. In addition, the replacement of plants or material will be untaken by the Kuleana and the owner and/or guest will be invoiced the replacement costs.
- L. Fines for House Rule violations not paid may be turned over to the Kuleana AOA Managing Agent for resolution and/or collection. The Managing Agent will determine how to collect which may result in filing a property lien.