

KIHEI PARK SHORE

HOUSE RULES AND REGULATIONS

2013

<http://kiheiparkshorehoa.com/>

kpsaoao@gmail.com

EMERGENCY TELEPHONE NUMBERS

In case of bodily injury, theft or fire, the emergency number 911 should be dialed and the problem stated to the emergency operator.

For assistance on a unit issue that is not an emergency, call the homeowner or the relevant rental agency. For other issues, call Diane Knoll at 760.801.5927.

General correspondence including HOA fees, Special Assessment payments and Requests for Board approval shall be sent to the HOA c/o:

Kihei Park Shore AOA
P. O. Box 131175
Carlsbad, CA 92013
kpsaoao@gmail.com

The Board will send emails periodically to keep owners informed of condo matters. Owners must inform the Board of changes in contact information and should acknowledge receipt of emails with a reply.

PURPOSE

The primary purpose of these Rules and Regulations (Rules) is to protect all Kihei Park Shore owners and occupants from annoyance and nuisance caused by the improper use of the apartments and surrounding common areas and to protect the reputation and desirability of the property and provide the maximum enjoyment thereof. These Rules may be amended by the Board of Directors (Board) and the Association of Apartment Owners (Association/AOAO), as provided in the By-laws of the Association. These rules take into consideration the desires of the owners and their guests, and are subject to revision from time-to-time by the KPS Board of Directors, the final arbiters of any disputes or misunderstandings arising from these rules. The rules apply to all owners, occupants, guests, employees and other persons using the property. Each owner is responsible to see that all occupants of his/her living unit, family members, guests, employees and other persons using the property are made aware of these rules. Parents are responsible for the conduct of the children and will not allow them to play or loiter on the stairs and access ways and near the pool without immediate proper supervision.

All owners and occupants shall be bound by these Rules and by standards of reasonable conduct whether or not covered by these Rules.

The basic rules for any dwelling can be simply stated as common sense practice in the consideration of others in order to create a friendly, pleasant atmosphere. The Board appeals to all owners and their guests to demonstrate reasonable tolerance because of the close proximity in which we live.

1 GENERAL RULES

1.1 COMMON COURTESY Owners and guests are to treat each other with common courtesy and aloha. There will be no yelling, threats, or fighting of a verbal or physical nature in the common areas. If you feel that an owner or resident is violating a House Rule or Condominium Bylaw, you must address your complaint to the Board of Directors of the Homeowners Association, and submit it to either the resident manager or emailed to the kpsaoao@gmail.com address.

1.2 ELECTION TO THE BOARD OF DIRECTORS

Any homeowner interested in running for the Homeowners Association Board of Directors must be computer literate, own a computer, have an email account and access that account at least once a day, and be willing to call into a non-toll free conference from one to three times a month, for purposes of Board of Directors meetings. Failure to attend three meetings during a term is grounds for replacement. The Board does its best to shift meeting dates to accommodate Directors.

1.3 BOARD OF DIRECTORS MEETING HOMEOWNERS' FORUM

Any homeowner may attend a Board of Director's meeting, unless the Board is in Executive Session. The Board reserves a period of ten minutes in the beginning of the meeting for the homeowner to express particular concerns, and depending on the agenda and the need for research on the topics, the Board may discuss the issues during the meeting or postpone discussion until the next scheduled meeting.

1.4 RULE VIOLATIONS AND VACATION RENTALS

Owners in vacation rental programs must provide their guests with the latest version of the KPS HOUSE RULES, and should encourage them to review them. All owners are responsible for the conduct of their guests and tenants. Because of the short tenancy of vacation renters, and the futility of warnings, the provision of the document inherently shall be deemed a warning for purposes of rule violations, and owners shall be fined accordingly the first time a guest violates a rule. It is the responsibility of the owner to recover the cost of the fine from the guest or tenant.

2 POOL

2.1 Pool hours are 8 a.m. to 9 p.m. Proper swimming attire is mandatory. Anyone requiring the use of diapers must use a proper swim diaper or protective plastic pants. If you use the pool, you **MUST** shower off sand and salt water before entering the pool and **do not enter**

the pool with suntan oil, ointments, make up hair pins or other small objects that could clog the filtration system and result in the inconvenience of a pool shutdown. There is a warning and a subsequent fine (\$100) that will result for ignoring this requirement (owners, tenants and guests).

2.2 For safety and liability reasons, a parent or other responsible adult must supervise minors in the pool area.

2.3 The use of the pool is primarily for owners and tenants. Guests are limited to two per unit host and the host of guests must be present while the guests are using the pool. NEVER give a security key to someone who does not reside here.

2.4 **The POOL GATES MUST BE CLOSED AND LOCKED AT ALL TIMES. DO NOT PROP POOL GATE DOORS. IF YOU HAVE LOST YOUR KEY, THE OWNER CAN SUPPLY A REPLACEMENT FOR \$75. POOL KEYS CANNOT BE DUPLICATED.** Guests who lost their POOL KEYS or lock themselves out must contact the owner or rental agent who will issue a replacement key and collect the \$75 at that time. Lost unit keys are the prerogative of the unit owner.

2.5 For the safety and enjoyment of all owners and guests using the pool, please no excessive noise, no Marco Polo, no running, diving, wild games or horseplay in the pool or surrounding area.

2.6 For safety purposes, young children may use small inner tubes or water wings but still must be accompanied, in the water, by an adult. Life preservers and other safety equipment are to be used ONLY in case of emergency. Use of scuba or snorkel equipment, inner tubes, swimming fins, toys and the like in the pools is not permitted.

2.7 Glass and other breakable items present a safety hazard. They may not be used on or in the vicinity of the pool deck.

2.8 You are welcome to listen to radios and other electronic devices in the pool area ONLY if you use headphones so you won't disturb others.

2.9 Loud and lengthy cell phone use can be disturbing to pool users. Please exercise courtesy and use your cell phone outside the immediate pool area.

2.10 Pool furniture and equipment are there for the convenience and comfort of all. Do not remove them from the pool area.

2.11 Please keep the gates locked at all times. The gates are not only security for the units, but protection against liability with respect to the pool.

2.12 No smoking is permitted on the property, inside or outside. This Bylaw amendment is STRICTLY enforced. There is a separate system for long term and vacation renters, as follows:

Vacation renters: There is no warning. The fine for the first violation is \$100, and \$250 for repeated violations.

Long-term renters of three months or more: There is one warning. The fine for a second violation is \$100, and \$250 for repeated violations.

3 COMMON AREAS

3.1 Common areas, including lawns, roads, parking, pathways, stairways and landscaped spaces, have defined purposes for the enjoyment of residents. No common areas are set aside for ball games of any kind, skateboard riding, roller-blading, kite-flying or similar and related activities.

3.2 No equipment or personal belongings are to be placed or stored on common areas, including walkways. **Kayaks, surfboards, boogie boards, and other watercraft may not be stored outside a unit.** Brackets are available that allow the suspension of such watercraft from the unit's ceiling or wall.

3.3 Your lanai furniture may be used on common areas but must be returned to your lanai when not in use and, in any event, by dusk.

3.4 Smoking causes cancer and is a fire hazard! Smoking is prohibited on property pursuant to an Amendment to the Bylaws. Owners as of the date of the Amendment are exempt. Please close your doors if you are smoking in your unit so as to not offend neighbors. Second-hand smoke causes cancer!

3.5 No firearms, fireworks, gunpowder or explosives of any kind permitted at any time, either inside units or in common areas. No flammable liquids or gasoline cans or kerosene may be brought into the building or stored directly outside the building.

3.6 Due to health concerns, no feeding of birds or other animals in the common areas is allowed. Any type of food attracts rodents and insects.

3.7 If an owner or tenant wishes to hold a party in the common areas for 4 or more persons, including non-residents, a sponsor request should be submitted in writing to the Board for approval, at least one (1) month in advance. This request must include sponsor's name and unit, event date and time, description, purpose, and activities, including any plans for food/beverage/catering and for music of any type. Amplified music is not allowed at any time in the common areas.

3.8 No more than one pair of shoes per occupant shall be left outside in the entryways or landings.

3.9 Personal property articles of any kind may not be left overnight on any of the common areas and may be removed at the owner's risk and expense. This includes but is not limited to hammocks, coolers, tiki torches, bicycles, kiddie pools, furniture and barbeque grills.

3.10 First Violation: Written Warning (48 hours to remove personal property)

Additional Violations: \$100 fine for each violation.

4 COMMERCIAL ACTIVITIES

4.1 No commercial solicitation or canvassing is allowed at Kihei Park Shore. No living unit or any part of any unit or the Common Properties shall be used for commercial, professional, or business activities unless such activity has been approved by the Board of Directors. No business or trade of any kind may be conducted in or from any living unit or elsewhere at the project except that an owner or occupant residing in a living unit may conduct such business activity within the living unit so long as the existence or operation of the business activity:

1. is not apparent or detectable by sight, sound, or smell from the exterior of the living unit;
2. conforms to all zoning requirements;
3. does not involve persons coming onto the project who do not reside in the project;
4. does not increase the liability or casualty insurance obligation or premium of the Association; and
5. is consistent with the residential character of the Association and does not constitute a nuisance or hazard or offensive use, as may be determined in the sole discretion of the Board of Directors. This prohibition does not include the rental or sale of the unit, nor the necessary maintenance or custodial work done by the renting owner or agent. The prohibition specifically prohibits the storage of commercial materials and supplies on lanais and under the stairs.

5 LANAIS

5.1 No bicycles, tricycles, surfboards, windsurf equipment, boxes, clothing, towels, bathing suits, laundry, freezers, exercise equipment or other items (other than lanai furniture or decorations) shall be placed or hung on lanais in any manner that is visible from the common areas. Trash and recycling, such as empty bottles and cans, shall not be left on the lanai.

5.2 No machinery or heating/cooling devices may be placed on the lanai.

5.3 The use of charcoal barbecues on the property (including lanais) is prohibited. Electric or propane barbecues are permitted on lanais.

5.4 Lanai railings may not be covered with any type of material without approval from the Board.

5.5 First Violation: Written warning (48 hours to remove personal property)

Additional Violation: \$100 fine for each violation.

6 NOISE

6.1 No occupant shall make or permit to be made by family or guests, any excessive noise in any living unit or building, which might annoy or interfere with the rights, comforts and convenience of neighbors. This includes noise from social gatherings, pets, TV, radio, stereos, and musical instruments. Quiet hours are between 9:00 p.m. to 8:00 a.m. daily. **Doors to stairwells should be kept closed after 9 pm, or if music is being played, as to not disturb neighbors.** If conduct is threatening, call Maui Police.

6.2 First Violation: Written warning. If renter or guest, notification of rental agent and owner.

Subsequent Violations: \$250 fine.

7 GARBAGE AND RECYCLING

7.1 Garbage should be disposed of in the dumpster and not left in the unit or outside the unit door. Remember you share an entryway with another unit and garbage attracts insects and rodents. Garbage should be wrapped securely before placing it in the dumpster. Construction debris must be hauled to the dump and not placed in the dumpster, as it quickly fills to overflowing. Recycling containers are located behind the shed. Currently it is possible to separate out glass, aluminum, and plastic. Articles deposited for recycling should be properly rinsed. PLEASE RECYCLE! THIS IS A SMALL ISLAND! It only takes a minute to rinse and separate items.

7.2. Each unit is responsible for the separate removal and disposal of trash, old furniture, construction debris, large packing cartons, broken appliances, etc. that is beyond the scope of regular household generated trash. Tools, etc. cannot be stored in parking area, behind shed or dumpster. Owners and tenants will be fined \$100 for violations of this policy.

7.3 No disposal of car batteries or other hazardous materials into the dumpster. It is your responsibility to take these items to the appropriate recycling facility. Motor oil can be recycled at Kihei 76, 1961 South Kihei Road. For information on recycling, call Recycle Maui County Hotline: 808-270-7880.

8 VEHICLES AND PARKING

8.1 All vehicles, automobiles, motorcycles and mopeds parked on Kihei Park Shore property must be registered with the Board of Directors. Visitors must park on the

street. There is no tandem parking in a space. **There is no parking along the parking strip other than for loading and unloading (5 minutes maximum).**

8.2 Each unit has 1 assigned parking stall only and the number painted corresponds to the unit number.

8.3 An owner can only park in her or his own space unless written permission is submitted to the AOA 24 hours in advance. An owner may assign (in writing) to another Kihei Park Shore resident, the use of the parking space assigned to the unit owner provided that the owner has no vehicle on property registered to the owner's unit. The owner of the space must submit the assignment to the HOA at least 24 hours in advance.

8.4 First Violation: Written Warning, with one hour to correct, then vehicle will be "booted," and owner must pay a fine of \$75. to have boot removed.

Subsequent Violations: Vehicle "booted" and owner of care and unit are fined \$250.

8.5 Oversized vehicles that do not fit within the limits of the assigned carport are not permitted to be parked at Kihei Park Shore. These vehicles must be parked in the street.

8.6 Vehicle repairs or maintenance will not be made at Kihei Park Shore, emergency repairs excepted. All vehicles parked at Kihei Park Shore will be in working order and maintained in a reasonably presentable condition, as determined by the Property Manager. **All vehicles must have current license and safety sticker.**

8.7 Vehicles which are not authorized to be on the property may be subject to application of a wheel lock &/or towing at the vehicle owner's expense.

8.8 Operational vehicles may display a "For Sale" sign but residents are warned that a police officer may issue a ticket if such signs are displayed off property.

9 INDIVIDUAL UNITS

9.1 Tenant Registration: When a homeowner rents out their unit, whether short term or long term, tenants must register their names, emergency contact numbers and vehicle or if no vehicle with the Owner for the Board of Directors as soon as possible but no later than the next business day of their arrival.

9.2 Each Individual living within a unit must be on the Real Estate office or owner's lease. THIS IS MANDATORY.

9.3 Owners or rental agents must post the house rules in an obvious place. Tenants must sign that she/he has read and acknowledged house rules.

9.4 Owners or rental agents must install smoke detectors and tenants must sign that she/he found the smoke detectors to be in working order.

9.5 Damages to the building caused by the moving of articles shall be paid by the person causing such damages.

9.6 Any nameplates or names may be placed on the building only by the approval of the Board.

9.7 Keys: If there is a flood or fire, every second counts. Every unit must supply to the Board a set of keys for entry to the unit. Keys will only be used in the event of an emergency or for a scheduled maintenance visit.

9.8 Subdivision of Units: No living unit may be subdivided or subleased for rental or lease purposes.

9.9 Alterations of Units: No alterations, installations, except air conditioners, are allowed. No changes of any nature to exterior areas, no window guards, awnings or shades, unless approved by the Board. Any exterior or structural interior modifications to a living unit requires the appropriate written application and approval of the Board. "Structural" includes any removal or change in walls, ceiling joists, or studs, wiring or plumbing changes that could affect the structure or safety of a building.

9.10 Construction time and practice: Construction hours are 8-5, Monday-Friday, and 11-4 Saturday. There is to be no construction on Sundays or holidays or outside these hours without approval by the Board. Contractors hired by individual owners must not leave debris or pour liquids in the grass or on the asphalt. Accidental spills must be cleaned up immediately, and the owner notified.

9.11 Curtains and draperies: Window coverings shall be of color and design as will effect pleasing aesthetics for the building. Specifically, window coverings will fall within the range of white to beige **ONLY**.

9.12 Dryer vents: Clogged dryer vents cause fires. Owners must have their dryer vents cleaned of lint once a year. The Board will arrange for the **annual** cleaning and bill owners accordingly. The coordination of efforts with the neighbor above or below you ensures a clear pathway for venting and saves money.

9.13 Toilets: Please be careful about what you put in the toilet. NO FACIAL TISSUE, PAPER TOWELS, BABY WIPES, TAMPONS, CONDOMS, OR CAT LITTER is to be disposed of in toilets. Also, if your toilet is running a lot, it must be corrected as it substantially increases the water bill.

9.14 Water conservation: Water conservation is imperative. Water costs have increased substantially over the years, and because of lack of rain, water restrictions are imminent. Run the clothes and dishwashers only when you have full loads.

9.15 None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Acts. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by

handicapped persons to make reasonable modifications, at the handicapped person's expense, to a living unit or to the Common Properties of the project if the proposed modifications are necessary for their full enjoyment of the project. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the project documents, which would interfere with, said handicapped persons' equal opportunity to use or enjoy their living unit and the Common Properties of the project.

10 PETS

10.1 Owners must submit in writing a request to have a pet. If approved, the pet must be registered (with photograph) with the Board of Directors. Pets cannot wander around the common areas and must be walked off the property. Vacation renters may not have pets.

10.2 Birds are not allowed as pets.

10.3 No livestock or domestic fowl of any sort shall be kept nor shall any owner or occupant cause or allow breeding, boarding or raising of any pet or animal for commercial purpose.

10.4 If the rules pertaining to pets are not followed, any occupant may register a complaint with the property manager in writing. If the complaint is verified by a second person, in writing, a letter will be sent to the unit owner and the occupant, if they are not the same person. Three written warnings will be given prior to ordering the permanent removal of the offending pet. Fines of \$100. and \$250. will be assessed as part of the second and third warnings.

10.5 Visually impaired persons may keep guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may keep signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their living units and may use such dogs/animals as reasonably necessary for enjoyment of the project.

11 SIGNS

11.1 No signs of any kind shall be displayed, except one (1) sign not more than five (5) square feet, showing the living unit for sale. An occupant's vehicle may display a "For Sale" sign.

12 DAMAGE

12.1 Any damage to the Common Properties caused by an owner, tenant, guest, family member, or pet of any of the foregoing shall be billed to the owner of the living unit.

13 PENALTIES FOR VIOLATION OF THE RULES

13.1 All persons who fall within the purview of Kihei Park Shore Bylaws, (i.e., owners, tenants and guests) are obligated to observe all rules adopted from time to time by the Board of Directors and shall comply with all reasonable requests of the Board in the enforcement of these rules.

13.2 Any person who has been charged with a penalty for violation of the rules, or has damaged Kihei Park Shore property, plant or facility, shall pay the fine and all costs for restoration or replacement of the damaged property, plant or facility, including any legal fees that may be required to exact the penalty charges.

13.3 All House Rule violations shall be specified in writing. Consequences for violations of the House Rules may be found under the specific rule and/or are as follows and are in addition to any Association costs incurred:

First Violation: Warning

Second Violation: \$100.00 or as specified in these rules

Third Violation: \$250.00 or as specified in these rules.

13.4 All House Rule violation notices and fines may be appealed in writing or in person at the Board of Directors' Meeting immediately following issuance of a fine. (Fines issued within 21 days of a Board meeting may be appealed at the following Board meeting.) The Board's decision on appeals is final and the owner will be notified in writing of the appeal's outcome. Tenants must appeal through their owner or rental agent. Written appeals should be sent to the following address:

Kihei Park Shore AOA
P. O. Box 131175
Carlsbad, CA 92013
kpsaoao@gmail.com

13.5 All fines shall be treated as a special assessment against the owner of the unit.