

**ROYAL KAHANA**  
**ASSOCIATION OF APARTMENT OWNERS**

Adopted May 27, 2021

**HOUSE RULES**

The intent of these Rules and Regulations, hereinafter referred to as "House Rules," of the Royal Kahana Association of Apartment Owners ("Association") is to promote and encourage common sense and courtesy in the reasonable use and operation of the property and furtherance of the Declaration of Horizontal Property Regime and Bylaws. The House Rules are designed to provide notice of reasonable conduct, assure a minimum of regulatory intrusion, and serve as a mechanism for due process. They also help provide an avenue of relief for problems and serve as guidelines for a harmonious community. The following sections and paragraphs are taken directly from relevant statutes, our By-laws, and the Declaration. These House Rules supersede and now replace all previous versions of House Rules.

**I. OCCUPANCY**

- A. Subject to the terms of the By-Laws of the Association, an apartment owner may lease his/her apartment or make it available to friends, but the person or persons leasing, renting, or living in the apartment shall be presented with, and abide by, these House Rules. The owner shall assume responsibility for the occupants' conduct. The owner must deliver to lessees, tenants, or guests a copy of these House Rules.
- B. An apartment owner or tenant shall be responsible for the conduct of their family, tenants, guests (the term "guests" is defined as non-owner occupants of a unit), or visitors (invitees of an occupant of a unit) at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements/area. Upon request of the AOA Board of Directors, an apartment owner must immediately abate and remove at their expense, any structure, thing, or condition that may exist concerning the occupancy of their apartment by the lessee(s), tenant(s), guest(s) or visitor(s) to conform with the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessee(s), tenant(s), guest(s) or visitors(s) to conform with the interest and meaning of the provisions hereof, they shall, upon request of the AOA Board of Directors, immediately remove such lessee(s), tenant(s), guest(s) or visitor(s) from the premises, without compensation for lost rentals or other damages.
- C. Under HRS §521-43(f), all owners renting their unit for 180 days or less are required to designate a local agent or entity in Hawaii as an on-island agent if their primary residence is outside of Hawaii, or they are absent from their apartment more than thirty (30) days consecutive. Such owners must notify the AOA office of their off-island address and phone number and the name and contact information of their on-island agent or if they will be absent from the apartment for more than 30 days. Such owners shall file with the General Manager/AOA Office their out-of-town address and telephone number, and the telephone number of their agent.
- D. When rented or leased, occupancy of any unit at the Royal Kahana shall be limited to a maximum of Studio (3 occupants), One bedroom (4 occupants), Two bedrooms (6 occupants).

**II. PETS AND SERVICE ANIMALS**

Royal Kahana welcomes over 100,000 guests a year. The common areas and other amenities are maintained for the enjoyment of owners and guests. The health, safety, and welfare of owners and guests alike are of paramount importance. Therefore:

**A. PETS**

1. No livestock, poultry, birds, rabbits shall be allowed in any part of the property. Guests are not allowed to have pets of any kind. Owners are permitted to keep one domesticated dog that weighs no more than twenty-five (25) pounds or one domestic cat; however, neither shall be bred nor used therein for any commercial purposes. The following dog breeds are prohibited as pets: Pit Bulls, Akitas, Chows, Dobermans, German Shepherds, Presa Canarios (Canary Mastiffs), and Rottweilers.
2. Owners shall not permit their pet to loiter on any common elements including, but not limited to sidewalks, passages, lobbies, stairways, elevators, corridors, parking areas, lawns, or pool and pool deck. While outside the apartment, pets shall be carried, carted, or on a leash. Upon leaving the apartment and transiting common elements, an owner shall proceed with their pet directly to the pet relief area or off the property. Pets are not allowed to be on or transit through any grass areas adjacent to the building.
3. While traversing with their pet between floors, owners and the pet shall use the service (#3) elevator or the stairs. If the service elevator is out-of-order, any remaining elevator may be used until service to the service elevator is restored. Owners with pets shall only board an empty elevator so as to not disturb other owners, guests, and visitors in the confined space and movement of an elevator.
4. Entry and exit from the building will be from the basement, except that first floor occupants may enter and exit the building through the doorway located at the far end of the first-floor hallways that exit onto the parking deck adjacent to the 01 or 20 stacks.
5. After following accorded due process as stated in these House Rules, any pet causing a nuisance or unreasonable disturbance shall be subject to permanent removal upon notice given by the AOA Board of Directors or the General Manager.
6. All pets must be registered with the AOA office.

**B. SERVICE ANIMALS**

1. Service animals shall be accommodated at Royal Kahana in compliance with the Americans with Disabilities Act and Hawaii Revised Statutes HRS Chapter 489. Reasonable proof for the need for the service animal shall be provided upon request of the Association.
2. The animal must be under the control of the handler at all times.
3. The service animal must be harnessed, leashed, or tethered unless these devices interfere with the service animal's work or the person's disability prevents using these devices.
4. All service animals must meet the Americans with Disabilities Act (ADA) requirements. The State of Hawaii permits a fine of up to \$500 for misrepresenting an animal as a service animal.
5. Animal owners shall bear all financial and other responsibility, including liability for any personal injury or property damage caused by the pet or service animal. Pet owners will provide proof of insurance that includes one million (\$1,000,000.00) dollars liability, umbrella, or similar insurance policy and naming the Association of Apartment Owners (AOAO) as an additional insured on said policy. Proof of insurance must be provided to the association office upon registration of the pet. Without proof of insurance, the pet owner is to find an alternate accommodation until proof of insurance is submitted.

**III. COMMON AREAS, ENTRANCES, AND LANAIS**

- A. The sidewalks, passages, lobbies, stairways, and corridors must not be obstructed or used for any purpose other than ingress and egress.

- B. Royal Kahana is a non-smoking facility per HRS §356D-6.5, and smoking is prohibited anywhere on the property other than in the designated smoking area. This includes common areas, hallways, stairways, parking lots, pool, grounds, lanais, and inside units. The covered designated smoking area is located at the farthest southeast corner of the parking lot, adjacent to the Valley Isle Resort property line or other location deemed appropriate by the management and posted accordingly.
- C. Apartment owners may not paint or otherwise decorate the walls and ceilings of the lanais without the approval of the AOA Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the AOA Board of Directors may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The AOA Board of Directors is authorized to contract for the painting of all of the walls and ceilings and maintenance of the lanais and make payment therefore out of the maintenance fund. Only furniture designed for exterior patio use shall be used on lanais. Any clutter of personal property and unsightly or disturbing items shall be removed upon the request of the AOA Board of Directors or its designee. These areas are not to be used for storage purposes of any kind. Banners, flags, or signs shall not be displayed on entrance doors facing out to the passageway, lanais, or railing at any time. Doormats are not permitted at the front entrance of an apartment.
- D. Textile items, including towels, bathing apparel, wet suits and clothing, brooms, mops, cartons, etc., shall not be placed on lanais, railings, passages, or windows.
- E. If plants are desired, small plants shall be placed in appropriate containers to prevent the dripping of water or soil onto any apartments, lanais, or common elements. Plants will not extend over or through the lanai railing. Should they become unsightly or obstruct the uniform appearance of the exterior of the building, the AOA board of directors or its designee shall reserve the right to request their removal.
- F. Nothing shall be thrown from lanais, windows, stairwells, balconies, recreation deck, etc. Garments, rugs, or other objects shall not be hung from the lanais, windows, or facades; nor shall they be dusted or shaken from the lanais or windows or cleaned by beating or sweeping onto the grounds of the project. Care must be taken in scrubbing lanais to prevent water from running down the exterior of the building.
- G. Fires or barbecues are not permitted on any apartment lanai. The pool-side barbecue area is available for owners, lessees, tenants, guests, or visitors on a first-come-first-serve basis. Grill users are required to complete their cooking by 10:00 pm and clean up after each use.
- H. Bicycles, tricycles, surfboards, and motorbikes shall not be transported in the elevators, nor wheeled in the stairways and corridors, nor stored in apartments or on lanais. Bicycles, tricycles, surfboards, and motorbikes shall be stored in designated basement storage areas. Access to the storage space can be obtained with the assistance of the AOA staff or nightwatch personnel during off-hours. No skates of any kind, scooters or skateboards, or aerial drones are not permitted anywhere on the premises.
- I. Window and lanai door coverings shall be fabric or woven drapes, blinds, or shutters, which shall provide a white or off-white appearance from the exterior of the building. Any other type of window or lanai door covering shall have the approval of the AOA Board of Directors before installation.
- J. The use of all common areas is restricted to owners, family members and guests of owners, vacationing guests, and long-term lessees and their guests. Units cannot be occupied to host functions that would include the use of common elements by non-occupants, including but not limited to the swimming pool, Fitness Center, grills, or other recreational activities.

#### **IV. USE OF POOL AND GRILLS**

- A. Use of the swimming pool, showers, grills, ice machine, Fitness Center, and meeting rooms shall be limited to owners and their family members, vacationing guests, and long-term tenants unless an arrangement has been made with the General Manager.
- B. Pool and Grill hours are from 9:00 am until 10:00 pm. The General Manager may adjust these hours.
- C. Except when used as a personal safety device, the following are not permitted in the pool: Mats, floatation devices such as noodles, boards, snorkels, swim fins, and diving gear. The pool should not be used by anyone who is not a competent swimmer unless such person is under the direct supervision of a competent swimmer who can assist such person in the event of an emergency.
- D. No running or horseplay, including, but not limited to, jumping, diving, playing catch with balls, or other items, will be allowed in the pool or within the pool deck area. All other posted rules must be adhered to.
- E. Proper swimming attire shall be worn at all times. Street clothes and diapers, other than diapers designed for swimming, are not allowed.
- F. All swimmers must shower before entering the pool.
- G. Swimmers shall dry themselves entirely before leaving the pool area. Under no circumstances shall wet swimmers enter the lobby area to use the elevators; the ramp leading to the basement shall be used to access elevators.
- H. No glassware or other items of breakable material shall be permitted in the vicinity of the swimming pool, pool deck, or access areas to the lobby elevators.
- I. No person with bandages or open wounds of any type may use the pool.
- J. Out of consideration for others, please keep noise and tag games such as Marco Polo to a minimum.
- K. Poolside furniture cannot be reserved before the pool opening time.

## V. PARKING AREAS

- A. Parking is by permit only; the front desk will issue automobile identification permits to all owners and rental program guests while registered and staying at the property. It shall be displayed on the vehicle dashboard or hanging from the mirror at all times while at the resort.
- B. All vehicles parked on the premises must be properly licensed, registered, insured, inspected, and in proper operating condition so as not to be a hazard or nuisance by noise, exhaust emissions, or appearance, and shall prominently display a current safety inspection sticker. Violators of parking regulations shall have their cars towed and shall be held responsible for payments of the towing and other related expenses.
- C. No cars may be parked or left unattended at the lobby entrance or in the entry driveway except for active loading and unloading.
- D. All vehicles shall be centered in parking spaces and occupy no more than one (1) parking space to prevent crowding adjacent parking spaces and blocking passages.
- E. Owners that wish to clean or polish their vehicle on the premises shall clean the area before leaving. Repair or maintenance of a motor vehicle, bicycle, boat, surfboard, or other equipment is not permitted.
- F. Parking is by registration and reservation. Owners shall register their vehicles and receive a parking pass to be placed inside the vehicle for security verification. Guests are required to register their vehicle and receive a parking pass to be retained and displayed in the registered vehicle for the duration of their stay.
- G. The management of the guest parking pass registration system is an additional cost upon the Association. As a result, to cover these additional expenses, each guest parking pass will be issued at a fee set by the Association Board of Directors. The fee is also subject to change from time to time.

- H. Except for any person approved by the Board of Directors, employees shall park in areas designated by the Board of Directors. The AOA Board of Directors may make exceptions to this requirement based on need.
- I. Owners with a permanently assigned reserved parking space and utilize it to park their vehicle will be charged Seventy-Five dollars (\$75) per month for one additional parking space to accommodate a second personal vehicle.

## **VI. STORAGE**

- A. Owners storing materials in the common area storage rooms shall agree to abide by the Rules and Procedures for Storage. A copy of these Rules and Procedures may be obtained from the office of the General Manager. Placing materials in common area storage rooms indicates the owners' agreement and acceptance of the House Rules.
- B. The Association of Apartment Owners (AOAO) will not assume responsibility for loss or damage to any stored items.
- C. There shall be no storage of hazardous or flammable materials as defined by the applicable codes and ordinances.
- D. Nothing shall be plugged in, charging, or otherwise drawing electricity in the storage rooms; and no extension cords shall be used or batteries permitted, enabling any item to use electricity while stored in the storage room.
- E. There shall be no storage of appliances, building materials, carpet, doors, window screens, doors, or furniture, including mattress and bed frames.
- F. Owners/residents shall use the storage rooms on their respective floors. Further, units 1-10 shall use North Storage rooms on their respective floors; units 11-20 shall use the South Storage room on their respective floors. Items in the storage rooms shall be placed inside sturdy containers or in storage units. Tall rather than wide storage units are recommended and encouraged as linear footage is limited in the storage rooms. Cardboard boxes shall not be used as storage containers because such boxes deteriorate over time and attract bugs. All storage in the storage rooms shall be in reasonable amounts for each unit within the following dimensions: 30" x 30" x 8' tall. Fragile items must be stored in suitable containers. Owners must ensure that their storage includes no loose or moveable items that could be dislodged and cause injury to others.
- G. All stored items shall be identified with the owner's name, unit number, and storage year. Locks are highly recommended.
- H. There shall be no construction or installation of storage racks, shelves, etc., without the prior written approval of the AOA Board of Directors.
- I. Nothing shall be affixed to the walls, ceiling, or floor, and there shall be no installation of any utilities or additional lighting.
- J. Storage rooms shall be reviewed by the AOA Board of Directors or the Board's designee annually. Any items not conforming to these House Rules shall be considered abandoned and disposed of per Section 514B-139, Hawaii Revised Statutes.

## **VII. NOISE**

- A. Residents, owners, guests, and visitors should avoid excessive noise of any type at any time. Be considerate of other residents at all times. Building quiet times are 10 pm to 8 am.

- B. Workers/vendors/owners may not start work inside an apartment, including lanais, before 8 am or work in an apartment, including lanais, after 5 pm, except in an emergency. The General Manager or night-watch personnel shall be notified of any work needed after regular hours. Radios, TVs, audio equipment, etc., must be played at a level that will not disturb others.
- C. When guests and visitors leave at night, noise is asked to be kept to a minimum, especially in the elevator waiting areas.
- D. Excessive noise should be reported to the General Manager/AOAO Office or night watch for appropriate action
- E. Trash chutes are located on every floor, adjacent to unit numbers ending in 09 (709, 1209, etc.). Trash chute hours are from 8 am until 10 pm Trash containing wet/dry garbage, cans, etc., shall be securely wrapped, in plastic bags, before being placed in a receptacle. Under no circumstances shall heavy cardboard boxes or trash exceeding the weight and size designated for the rubbish chute be placed therein. No trash shall be stored in trash chute rooms. Cardboard boxes and large trash items shall be disposed of in the large trash containers in the basement. Contractor trash shall be hauled away.
- F. Units above the first floor with hard surface flooring will use sound-deadening materials described in the renovation procedure. Furniture legs will also use noise dampening caps or other devices attached as well

### **VIII. USE OF THE CONFERENCE ROOMS**

- A. The conference rooms may be used for private parties or meetings of owners, tenants, or others only upon approval of the AOAO Board of Directors. Rental of the meeting room(s) does not constitute a right to use other common areas.
- B. An owner, tenant, or others who desire to hold a private party must reserve the date and time for use with the General Manager/AOAO Office at least 24 hours in advance. The owner shall state the number of people (not to exceed 45) expected to attend and the purpose of the meeting.
- C. A partially refundable deposit/cleaning fee (set by the AOAO Board of Directors) will be assessed at the current rate and paid in advance by the individual owner, tenant, or other persons desiring to reserve a conference room. A portion of the deposit will be refunded after inspection and if no damages or cleanup is required. Additional fees may be charged for excessive cleanup or damages. At the same time, a waiver for liability and a Host Hold-Harmless document will be signed and filed with the General Manager/AOAO Office.
- D. Serving alcoholic beverages at a party in the Conference Rooms will be the Host's sole responsibility. The Host (reserving party) is responsible for their guest(s) both at the Conference Room and leaving the party room. Serving alcohol to a minor will result in the immediate ending of function, vacating the premises, and forfeiture of any deposits. The House Rules will be observed while on the Royal Kahana property.
- E. Conference rooms shall be available between the hours of 9:00 am to 10:00 pm.

### **IX. USE OF THE FITNESS CENTER**

- A. The Fitness Center Reservation Form and the Waiver of Liability Form must be filled out completely and signed by a resident owner, visiting owner, rental guest, or long-term tenant before anyone will be permitted to use the facility. By signing the Waiver of Liability Form, the signatory releases for

themselves and the Royal Kahana AOA any liability connected with the use of the Fitness Center and its equipment or articles contained therein.

- B. No one under fourteen (14) years of age (minor) will be permitted to use the Fitness Center unless accompanied by a responsible adult who can sign the Waiver of Liability Form as parent or guardian.
- C. Anyone found abusing the fitness equipment, the Fitness Center, allowing others to enter without prior permission, will be asked to leave the Fitness Center and be barred from further use of the facility.
- D. A deposit for the return of the Fitness Center key will be required. The deposit will be a valid apartment key. For those who do not have a valid apartment key, such residents shall provide proof of their current residency plus deposit, either a valid driver's license, picture ID, or passport.
- E. All fitness equipment shall be returned to its proper location after use. The key card will be returned to the front desk.
- F. No food or beverages other than plastic water bottles with lids are permitted in the Fitness Center.
- G. Fitness Center hours are from 6:00 am until 10:00 pm.

## **X. GENERAL**

- A. Furniture placed in common areas is for use in these specific areas and must not be removed from the designated area. No furniture of any kind is to be removed off the property, including to the beach.
- B. No solicitation or canvassing will be allowed on the property of Royal Kahana at any time without the approval of the AOA Board of Directors.
- C. Advanced notice must be given to the AOA Office when large items, such as furniture and appliances, are to be moved so that pads can protect the elevator and proper scheduling can be maintained. All furniture, carts, or construction material shall be transported only in the elevator where protective pads have been placed. Under no circumstances will hotel luggage carts be used to move heavy furniture, construction materials, etc.
- D. Each apartment owner shall conform to these House Rules and be responsible for furnishing a copy of and conformance with these House Rules or an abridged version as approved by the Board of Directors to his/her/its licensees and invitees.
- E. Only authorized AOA staff, licensed and insured contract workers, or owners who have signed a Release of Liability of the AOA can perform work on Royal Kahana common areas/elements.
- F. No firecrackers or firearms are allowed anywhere on the property.
- G. The use of candles in the apartments or on the lanais is strictly prohibited.

## **XI. ENFORCEMENT OF HOUSE RULES**

A. The Association's Board of Directors shall enforce the House Rules and delegate enforcement powers of the House Rules to the General Manager or the Managing Agent.

B. Violations of House Rules should be reported to the General Manager in writing or by email. The General Manager will investigate all reported violations. It is suggested that, whenever possible, minor disagreements be settled between the occupants affected.

## **XII. ABATEMENT AND ENJOINMENT OF VIOLATIONS**

A. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights outlined in these by-laws to enter the apartment in which, or as to which, such violation or breach exists and to abate and remove summarily, at the expense of the defaulting owner, any structure, thing, or condition that may exist therein contrary to the interest and meaning of the provisions hereof, and the Board of Directors shall thereby be deemed not guilty in any manner of trespass and,

B. In the event of a violation by an owner, lessee, guest, or invitee of any provision of these House Rules, the By-laws, or the Declaration, the owner shall be notified immediately. The Association shall deliver written notice by mail or electronic (email) to the owner at the mailing address or email address of record. The notice shall set forth the date of the notice, the nature of the violation, the corrective action(s) required. The notice will also include the return address of the Association that shall be used to respond to the violation. Depending upon the violation, owners will be given a deadline listed below by which the violation must be remedied without further penalty:

1. Immediately: Violations that threaten health or safety, loss of life, limb (e.g., loose or vicious dog), or damage to or loss of property, including obstruction of any Common Area, and any noxious or offensive activity which becomes an annoyance or nuisance to any occupants of Royal Kahana, including but not limited to activities which cause unreasonable noise or odors or unreasonably violate the privacy or violate any applicable State or Federal laws, rules or regulations.
  2. Fourteen Days: Violations to the aesthetic and or approved design concept of the Common Areas and Limited Common Areas, or those areas visible from the exterior of the property and subject to these House Rules, to include but not be limited to removal of inoperable vehicles, accumulated garbage, waste, or debris, and visible outside storage of personal belongings. Twenty-One Days: Violations associated with construction and exterior renovations, violations of state statute, county code, or zoning, including remediation of unapproved improvements to the property, construction done without proper permits, and improvements not completed as proposed in a request to the Committee, and cleaning of the exterior portions of a Unit, unless a different time is set by the appropriate governmental entity levying such notice of violation, fine or sanction to the owner.
- A. Except in the case of an emergency, which shall be noted on any notice of violation, each owner shall have a period of ten (10) calendar days or such other period as stated in the notification to contest the initial finding of the Association with respect to a violation and any corrective actions that may be required. Any request for an appeal shall be in writing and delivered to the location noted on the notice of violation for response within ten (10) days of the date stated in the notice of violation. Upon appeal of an initial decision of the Association by an Owner, the Association, by and through its Board of Directors, shall determine what action by the owner, if any, is appropriate and warranted and shall notify the owner of its decision providing a time frame for compliance. The decision of the Association shall then be final and may no longer be appealed. By and through its Board of Directors, the Association is not mandated by an appeal to allow additional time for compliance by an Owner but may do so in its sole discretion. If the owner does not submit a written request for an appeal of a decision of the Association within the ten (10) days (or such other period set out in the notice) or does not correct the violation within the time specified in the notice of violation, and if the Association, by and through its Board of Directors, determines that corrective action is warranted, the Association may take corrective action at the owner's expense.