

**NAPILI VILLAS  
ASSOCIATION OF APARTMENT OWNERS**

**HOUSE RULES**

These House Rules supplement but do not change the obligations of the owners of apartments in the Napili Villas condominium project (the "Project"), and all occupants, tenants and guests thereof, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Apartment Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail.

The primary purpose of these House Rules is to protect all apartment owners and other occupants, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein. .

The Board of Directors (the "Board") of the Association of Apartment Owners of the Project (the "Association") shall be responsible for enforcing these House Rules but such responsibility may be delegated to a managing agent (the "Managing Agent") by the Board. All apartment owners and other occupants, tenants and guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

The Board shall make such other house rules from time to time or amend the following House Rules, as it deems necessary or desirable.

**A. USE.**

1. **Use of Apartments.** The apartments shall be occupied and used by the respective owners thereof, their tenants and such owners' and their tenants' families and guests only for residential purposes and in compliance with the restrictions contained in the respective apartment deeds.

**B. TEMPORARY OCCUPANCY.**

1. **Use by Owners, Tenants, and Guests.** Subject to the terms of the By-Laws and such owner's apartment deed, an apartment owner may lease or rent his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Declaration, the By-Laws, and these House Rules, and the apartment owner shall assume responsibility for the occupants' conduct.

2. **Conduct of Tenants, Guests, and Other Persons.** An apartment owner shall be responsible for the conduct of his tenants and such owner's and his tenants' family

members and guests. An apartment owner shall, upon request of the Board or the Managing Agent, immediately abate and remove, at his or its expense, any structure, thing or condition that may exist with regard to the occupancy or use of his apartment by any such person or persons contrary to the intent and meaning of the provisions hereof, or, if an apartment owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such owner shall, upon request of the Board or the Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom.

**C. PETS.**

1. No animal, livestock or poultry of any kind shall be raised, bred or kept in any apartment or any other part of the Project, except dogs, cats or other usual and common household pets, not to exceed a total of two (2) pets per apartment, may be kept in the apartment. The foregoing limit on number of pets shall not apply to prohibit a reasonable number of hamsters, small birds, fish or other constantly caged animals.

2. In no case shall any animal prohibited by any applicable law (including the Condominium Property Act) be allowed anywhere on the Project.

3. Except as otherwise provided herein, no pets shall be allowed on the common elements except in transit and when carried or on a short leash. Pets on leashes and at all times under the complete control of a capable person may be exercised or walked on the common elements, but not in garden areas. No owner or occupant shall permit his pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such owner or occupant.

4. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, occupant or guest may be ejected from the Project on the demand of the Managing Agent or resident manager, provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

5. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled owners, occupants or guests depend for assistance shall be permitted to be kept by such owners, occupants and guests in their residential apartments and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project

for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

6. In no event shall the Board, the Association, the Managing Agent or resident manager be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pet, guide dog, signal dog or other animal. By acquiring an interest in an apartment in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association, the Managing Agent and the resident manager against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pet, guide dog, signal dog or other animal.

7. Dog houses cannot be higher than the fence, 48x42x42. It must be painted to the color of the building and needs to be treated lumber. It is meant for animal living, not to be used for storage. This item, before installation, must be approved by the Board.

8. All pets and other animals kept anywhere on the Project must be registered immediately with the Managing Agent.

\*\*\*\*\*Five violation notices for any animal within a twelve-month period will require the immediate removal of the animal from the property\*\*\*\*\*

**D. COMMON AREAS ENTRANCES AND YARD AREAS.**

1. **Preservation of Drainage Patterns.** Each owner, at such owner's own cost and expense, shall take any and all necessary or appropriate action to preserve and maintain the drainage patterns of his or her Yard Area, including without limitation, the following:

(a) Keep all swales, ditches, subdrains, solid pipe clean outs and other drainage ways in the Yard Area free of debris, open and in good and operating condition;

(b) Divert the water from any eave, gutter or downspout within the Project away from the foundations of the apartment and other improvements within the Project and on adjoining properties;

(c) Refrain from excessive watering of landscaping near or next to any building foundation or any adjoining property;

(d) Maintain the earth in the Project such that it slopes and drains away from the foundation of the apartment and other improvements within the Project, including without limitation, filling in any depressions and refraining from creating any depressions, including "planter areas," in the earth near or next to any foundation; and

(e) Obtain the advice of qualified design professionals prior to constructing any building or other improvements within the Project.

2. **Obstructions. Uses.** The sidewalks, passages, stairways, walkways and corridors must not be obstructed or used for any purpose other than ingress and egress.

3. **Laundry Tools. Etc.** Textile items, including towels, bedding, bathing apparel and clothing, brooms, mops, yard tools, rubbish containers, cartons, etc., shall not be placed on passages or in windows or stored openly in the Yard Areas (as defined in the By-Laws) so as to be in view from outside the building or from any other apartments or common areas; provided, however, that a limited number of rubbish containers, lawn and other yard tools and equipment, all in good repair, may be kept in the Yard Areas that are fenced so long as no parts of such containers, tools or equipment extend above the top of the fence surrounding the Yard Area.

4. **Throwing Objects from Building.** Nothing shall be thrown or permitted to be-thrown from windows, etc., including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

5. **Entrances.** Nothing shall be allowed to remain in view at front entrances of residential apartments except a reasonable number of shoes, slippers, small twenty (24) square inch placards pertaining thereto attached to the wall but without using nails or screws, or other footwear, etc. Freestanding shelves 4'x 4' or other containers for footwear may be kept at the entrance, but must be removed or modified by the apartment owner at the request of the Board. Up to four plants not more than five (5) gallon each are allowed in the entrance's way. No plants are allowed on the maintenance strip. (Gravel)

6. **Trash Disposal.** Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle. Green waste from yard work must be disposed of in separate containers or recycled in accordance with applicable laws, ordinances, rules or regulations of the County of Maui or any other governmental agency or authority with jurisdiction over the Project.

(a) All trash must be securely wrapped or bagged in leak proof bags and placed in the trash bins. Empty cardboard boxes and large bulky items shall be flattened and placed in the trash bins. The removal of furniture, large appliances, beds, etc. from the complex is the responsibility of the owner/occupants and not the Association. If placed in the trash bins, the owner will be assessed a charge for its removal and a fine for House Rules violation.

(b) Littering is not permitted.

7. **Barbecuing.** No barbecuing is allowed anywhere on property.

8. **Aesthetics.** No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: laundry on lines or reels; litter or trash containers except as specially provided; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, broken furniture, appliances, crates, dead plants, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that

create objectionable glare. Colored light bulbs are not permitted in outside light fixtures, and no cafe style lights may be hung outdoors or in windows.

Modification to the exterior of the building is prohibited.

(a) No garments, rugs, towels, laundry or other objects shall be hung from the windows, fences or facades of the Project.

9. **Supplies or Other Goods.** No garbage cans, household or commercial supplies, excess items, or similar articles shall be placed outside any apartment area or in a place where they can be seen from outside any apartment, except, as the Board shall prescribe.

Storage containers must be approved by the Board prior to installation.

10. **Personal Property.** No items of personal property, including but not limited too baby carriages, velocipedes, bicycles, surfboards, scooters, skateboards, packages, boxes or crates shall be left or allowed to stand on any of the common areas, other than within the confines of the residential apartment or within designated storage areas. Except as otherwise permitted in the Declaration, the By-Laws or herein, articles of any kind left in any of the common areas or common elements, including, without limitation, the Yard Areas or the parking areas, will be removed at the owner's risk and expense at the direction of the Board.

11. **Furniture in Yard Areas and Lanais.** Owners may install in their Yard Areas lawn furniture, picnic tables and other similar recreational furniture and equipment typically used in private residential yards; provided, however, that (a) no basketball hoops shall be installed or placed within the Yard Areas, and (b) no children's play equipment (for example, swings, slides, pools, etc.) may be installed or placed within the Yard Areas without the prior written approval of the Board. No upholstered chairs, sofas, or furniture such as desks and dressers are permitted outside. No pools of any type are permitted in the yard areas. This includes hot tubs, Jacuzzis, therapy spas or similar apparatuses.

12. **Waterbeds.** No waterbeds of any nature shall be allowed in any apartment within the Project.

13. **Street Trees and Other Landscaping.** No owner, tenant or guest shall disturb, cut, trim, damage or remove any of the trees located in the landscaped areas adjacent to roadways or parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the common elements of the Project.

14. **Termite Inspections.** No less frequently than once each month, (a) the Association, through the Managing Agent, shall cause the exterior of all buildings to be inspected for evidence of termite infestation, and (b) the owner of each apartment shall inspect the interior of his apartment for such evidence. At least once each year, the Association, through the Managing Agent, shall cause the exterior and interior of each building (including the interiors of the apartments) to be inspected for termite damage. Each owner shall cooperate with the

Association in providing access to his apartment for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the resident manager (or the Managing Agent, if there is no resident manager).

15. **Window Coverings.** Window coverings visible from the outside shall be off white, beige, or of a neutral color. Only solid colors, no prints, shall be visible from the outside.

16. **Screen Doors.** Screen doors (with such modifications to the apartment as may be necessary for installation of such screen doors) may be installed at an apartment owner's expense with the prior written approval of the Board. The Board, in determining whether to grant or deny approve of a request for the installation of screen doors, shall consider if the screen doors are of quality construction and are built and finished to match the color of the front door of the apartment and the trim of the apartment. Screen doors must be properly maintained.

17. **Yard Areas.**

(a) Landscaping, including, without limitation, trees, shrubs and vine-type plants, within yard areas, must be well maintained and must not creep over the fence surrounding the yard area or otherwise encroach upon other apartment(s) or the limited common elements appurtenant to such other apartments) without the consent of the owner(s) of such other apartment(s). The top of the canopy of any trees within the yard areas must not exceed nine (9) feet in height.

1. **Project Landscaping, including Yard Areas**

(a) Trees, plants, irrigation lines, spray/bubbler heads, plastic sheets or any material that promotes moisture build-up beneath the surface should not be placed within thirty (30) inches (the "Dry Area") of any building. Any spray or bubbler head shall be adjusted so as not to throw water onto the exterior of any building or the Dry Area.

(b) Trees and plants shall not be planted under building eaves and must be planted so as not to damage or impair any buildings, fences, drainage swales or utility easements.

(c) A minimum two percent (2%) slope away from all buildings shall be maintained at all time to ensure proper drainage and to prevent water from ponding.

(d) Plants susceptible to termite infestation or with invasive or aggressive root systems shall not be used.

18. **Install wiring.** No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines, or other equipment, fixtures, appliances or appurtenances

whatsoever on the exterior of any building in the Project or protruding through the walls, windows or roofs thereof; provided, however, as follows:

(a) Any apartment owner or occupant may install air-conditioning units in accordance with (i) air conditioning guidelines prepared by the Project architect, Design Partners Incorporated (for which Board approval shall not be required) or (ii) plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration.

19. **Areas Under Stairways.** Storage area under stairways can be used by all owners/occupants of the building. Bike racks have been installed for the storage of bikes. If space is permitted, it can also be used for but limited to surfboards and toys. It is not to be used as an owner's personal storage area, but an area for all owners/occupants.

20. **Pools.** No pools of any type are permitted in the yard areas. This includes hot tubs, Jacuzzis, therapy spas or similar apparatuses.

#### **E. PARKING AREAS.**

1. **Reserved Stalls.** Each owner and his tenants, invitees and guests shall park only in the parking stall or stalls assigned to such owner's apartment or in stalls designated as parking for the use of all owners. Assigned visitor parking is for short-term parking.

2. **Method of Parking.** Automobiles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages.

3. **Violations.** Violators of parking regulations shall have their cars towed away at their own risk and expense. If the violator is a tenant, invitee or guest of any owner, the owner shall be responsible for payment of the towing charge.

4. **Repairs.** Extensive repairs of a motor vehicle or other equipment, or any repairs of a motor vehicle or other equipment, which could cause damage, defacement or soiling of the area, shall not be permitted in any parking stall, driveway or other areas of the common elements of the Project.

5. **Speeding.** Vehicles shall not be driven at speeds in excess of five (5) miles per hour on any driveway or in the parking areas of the Project. Drivers are expected to observe traffic and directional signals for the safety of all.

6. **Other Use Prohibited.** The parking areas shall not be used for recreational or storage purposes. Bicycles, tricycles, skateboards and the like shall not be ridden thereon. Trailers, boats or abandoned vehicles of any type shall not be parked or stored in the parking areas located within the Project.

7. **Responsibility for Damage.** Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage.

8. **Cleaning of Parking Stalls.** Each owner shall be responsible for cleaning debris and stains from the parking stalls assigned to his apartment, regardless of the source of the debris or stains.

**F. NOISE AND NUISANCES.**

1. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or the common elements by other owners or occupants.

2. Residents and other occupants of the apartments shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.

3. Radios, TV's, Hi-Fi's, etc., in the apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

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

5. Wind chimes or similar wind noisemakers are not permitted.

**G. BUILDING MODIFICATIONS.**

1. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without an apartment without prior written approval and consent of the Board.

2. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on the exterior of any apartment (other than the apartment number), nor shall anything be projected out of any window.

3. Except as otherwise provided herein, no projections shall be extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building.

4. Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.

5. All repairs of doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within each residential apartment such as water, light, gas (if any), power, sewage, telephone, sanitation, lamps, and all other fixtures and accessories



belonging to such residential apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such apartment, shall be at the owner's expense.

6. Except as otherwise provided herein, no projections shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board. Objects may not be hung from any portion of the building. This includes, but is not limited to clothes lines, bird cages, hammocks, rugs, garments, baby swings, basket chairs, punching bags or heavy bags, dart boards, beach gear, unauthorized lighting, or signs. The only exception is: approved sunshades, sign (e.g. "Please take off your shoes").

7. No private radio, television or other outdoor antenna will be erected or installed on or anywhere within the apartments or the common elements, except has approved by the Board of Directors.

#### **H. EMPLOYEES OF THE ASSOCIATION.**

1. Every owner, occupant or guest is to do his part and to use his influence on all members of his household to do their part towards abating unsightliness within the Project to the fullest practicable extent.

2. No maintenance employee shall be asked by an owner, occupant, tenant or guest to leave the common elements or to perform any tasks.

3. Cleaning of individually owned apartments, including all windows, is a responsibility of the respective owners, occupants, tenants or guests.

#### **I. HAZARDS.**

1. The common elements (other than specifically designated recreational areas, if any) shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.

3. No activity shall be engaged in and no substance introduced into or manufactured within the buildings, which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings.

4. No fireworks of any kind shall be, ignited or used anywhere in the Project at any time.

**J. GENERAL HOUSE RULES.**

1. The Managing Agent is not required to give access to apartments or buildings; provided, however, that as provided in and subject to the provisions of the By-Laws, the Managing Agent shall give each mortgagee of an apartment or any interest therein and its agents access through the common elements for the purpose of passage to any apartment on which such mortgagee holds a mortgage.

2. Owners, tenants and other occupants shall file their name, address and telephone number and signature with the Managing Agent upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time.

3. Each owner and tenant shall be responsible for the keys to locked entrances to his apartment. However, to facilitate the right of access provided by the By-Laws to the Managing Agent, the resident manager or the Board, each owner may, but shall not be required to, furnish keys to the Managing Agent or the resident manager. If an owner or tenant desires to furnish keys to the Managing Agent or the resident manager, such owner or tenant shall execute a release and indemnification agreement in a form provided by the Board agreeing that the owner or tenant releases the Managing Agent, the resident manager and the Board of and from any and all liability and indemnifies and holds harmless the Managing Agent, the resident manager and the Board from any claims, damages or liabilities that may be incurred by the Managing Agent, the resident manager or the Board in connection with such keys being furnished to the Managing Agent or the resident manager. The delivery of such keys shall be at the sole risk of such owner or tenant, and the Managing Agent, the resident manager, and the Board of the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. If an owner or tenant elects not to furnish keys to the Managing Agent or the resident manager and an emergency arises requiring a forcible entry into the apartment, the owner or tenant of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by the forcible entry.

4. Each owner and tenant shall assume full responsibility for protecting his apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

5. Fire extinguishers for the buildings in the Project may be located within individual residential apartments and must be inspected by the Fire Department on a periodic basis. Each owner and tenant shall cooperate with the Managing Agent, the resident manager and the Board in making the fire extinguisher, if any, located within their apartment available to the Fire Department for its inspection.

6. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them.

Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid by the owner of such apartment. Any such damage resulting from misuse of any toilets, sinks or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all apartments owners as a common expense.

7. Each owner shall observe and perform these House Rules and ensure that his tenants and such owner's and his tenants' family members and guests also observe and comply with the Declaration, the By-Laws, and these House Rules. Owners will be responsible for their tenants' and such owners' and their tenants' family members' and guests' observance of all House Rules as set forth herein. In the event expenses are incurred due to violations of these House Rules by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees.

8. If the immediate service of the Maui Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.

9. Physically threatening an owner, guest, or Association employee, using foul or abusive language in the common areas, or other behavior, which disturbs the peace is not permitted.

10. Garage, yard, or moving sales are not permitted on property.

## **K. VIOLATIONS OF THESE RULES.**

### **1. Reporting Violations and Damages.**

(a) All corrective actions regarding violations of the House Rules and damages to the common elements will be enforced by the Board and should be reported promptly to the Board or the Managing Agent.

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by his tenants or such owner's or his tenants' family members or guests.

2. **The Violation of Any of These House Rules Shall Give the Board. The Managing Agent or Their Agents the Right to:**

- (a) ASSESS FINES FOR VIOLATIONS OF HOUSE RULES  
First Violation: Written warning / notice of violation  
Second Violation: Second written warning / notice of violation  
Third Violation: \$100 fine and referral to attorney for legal action  
Subsequent Violations: \$200 Fine per violation

(b) ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER. (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE MANAGING AGENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

(c) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE).

(d) THE BOARD OF DIRECTORS IS AUTHORIZED TO TAKE LEGAL ACTION FOR SUMMARY POSSESSION OF UNITS RENTED OUT TO NON-OWNERS WHO ARE IN REPEAT VIOLATION OF THE HOUSE RULES. ALL COSTS RELATED TO SUCH ACTIONS INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES AND COURT COSTS, SHALL BE CHARGED TO THE OWNER OF THE APARTMENT UNIT IN VIOLATION.

L. **AMENDMENTS.**

These House Rules may be amended only by a majority of the Board at a duly called meeting of the Board of Directors.

The foregoing House Rules are hereby adopted.

AS AMENDED ON: **March 10, 2004**

NAPILI VILLAS AOA

**EXPLANATION OF CHANGES, DELETIONS  
 & ADDITIONS TO HOUSE RULES**

<b>Page</b>	<b>Reference</b>	<b>Type of Change</b>	<b>Discussion</b>
2 of 12	C. 1 – Pets	Deletion	The words “that small” were removed. This removes the size restriction on common household pets kept indoors.
3 of 12	C. 7, 8 & *’s comments in Pets	Addition	This language specifies the type of outdoor structure which may be used to house a pet and specifies that five or more violations of the Pet House Rules within a twelve month period will result in the immediate elimination of the pet from the premises.
4 of 12	D. 5 – Entrances	Additions and one deletion	Specifies that one item and only one item (a placard - i.e., “Welcome”, “Owner Name”, “Mahalo for Removing your Shoes”, etc. - not to exceed 24 sq inches) may be affixed to the outside wall of any unit. Specifies the number of plan containers that may be placed in the entrance way and prohibits placing any item on the gravel maintenance strip which circumvents the outside of every unit.
4 of 12	D. 6, a & b – Trash Disposal	Additions	Elaborates on the correct use of the common area trash receptacles and specifies a prohibition against littering of any kind.
4 of 12	7. Barbecuing	Deletion and Addition	There has been much discussion about the AOA’s policy on

Page	Reference	Type of Change	Discussion
			barbecuing. Because no remedy satisfactory to all parties could be determined THERE IS A COMPLETE PROHIBITION AGAINST OUTDOOR BARBECUING OF ANY KIND ANYWHERE IN THE COMPLEX.
4-5 of 12	8. Aesthetics	Additions	Items were added to clarify what can and cannot be placed outside any unit. Note that we have had a problem with the hanging of towels and other items from railings and fences and this is strictly prohibited.
5 of 12	9. Supplies or Other Goods	Addition	Specifies that all outside storage containers (i.e., boxes for yard implements, etc.) must be approved by the Board prior to installation.
5 of 12	10. Personal Property	Addition	Scooters and skateboards have been added to a list of like items that are not be left to stand in the common areas.
5 of 12	11. Furniture in Yard Areas and Lanais	Addition	Prohibits specific types of items from yard areas. Specifically prohibits pools, hot tubs, Jacuzzis, therapy spas or similar apparatuses.
6 of 12	15. Window Coverings	Addition	Specifies the color of acceptable window coverings visible from the outside.
6 of 12	16. Screen Doors	Addition	Specifies that all screen/security doors must be submitted for approval to the Board in the form of a request before

Page	Reference	Type of Change	Discussion
			installation.
6 of 12	17. Yard Areas	Addition	Specifies how yard areas must be maintained.
6-7 of 12	18. Install Wiring	Addition	Specifies that no wiring or device of any kind will be installed on the exterior of a unit without Board approval first. Also specifies the approval process for air-conditioning units.
7 of 12	19. Areas Under Stairways	Addition	Specifies the proper and limited use of the space under stairways.
7 of 12	20. Pools	Change	This moves the previous statement about "pools" and emphasizes the prohibition of any kind of pool, hot tub, Jacuzzi or therapy spa of any kind within the complex.
7 of 12	E. 1, Parking	Addition	Specifies that visitor parking is for short-term parking and is never to be used by any owner, tenant or visitor as a means of parking a third vehicle for any but short durations of time.
8 of 12	F. 5 Noise and Nuisances	Addition	Specifies that no wind chimes or any other device making noise are not allowed anywhere in the Complex.
9 of 12	G. 6 Building Modifications	Addition	Specifies that no object of any kind (with the exception of Board approved sun shades and small placards, i.e., "Mahalo for Removing Your Shoes") may be installed, hung or otherwise placed anywhere in the Complex.

Page	Reference	Type of Change	Discussion
9 of 12	G. 7 Building Modifications	Addition	Specifies that in some circumstances the Board may approve the installation of private radio, television or other outdoor antenna. Any such installation must have Board approval first.
11 of 12	J. 9 General House Rules	Addition	Prohibits certain threatening or disturbing behaviors within the Complex.
11 of 12	J. 10 General House Rules	Addition	Prohibits garage, yard or moving sales anywhere on the property.