

HALE MOI

HOUSE RULES AND PARKING PLAN

HALE MOI SUMMARY OF HOUSE RULES

Hale Moi is a serene, non-smoking, residential resort condominium complex. Consideration and cooperation of all residents and guests is requested at all times. For more specific information, or any questions, please do not hesitate to contact the Resident Manager. Mahalo!

All house rules apply to everyone at Hale Moi at all times. All owners, residents and guests are subject to the covenants and rules of the Hale Moi AOA declaration and By-laws, those of the Princeville at Hanalei Community Association, as well as Health Department, Fire Department and County ordinances governing the use of this property. Owners are responsible for the residents and guests of their apartment.

Quiet time on property is between 10:00 p.m. and 8:00 a.m. Please also be courteous to others during the day by keeping sound levels moderate. Parties, gatherings or assemblies are not permitted on the sidewalks or parking areas.

Each condominium (A and B sides combined) has the use of one parking stall; all extra parking stalls are on a first come, first- served basis. Due to limited space, no more than two vehicles per condominium can be allowed in the parking area, space permitting.

Fire codes and health codes specifically prohibit stoves and hot plates in areas other than the kitchen. Barbecues and hibachis shall be allowed only at the designated pit, and all barbecuing and cleanup should be completed by 10:00 p.m.

No fireworks are allowed on the property.

Due to insurance, liability and safety reasons, the valley behind the buildings and underneath any buildings are OFF LIMITS.

Bicycles, skateboards, rollerblades/skates, miniature cars/trucks or other such equipment are to be "walked" to and from units. Please do not leave any of these items unattended on any parking lot, sidewalk, step or stair area.

Towels, bathing suits, clothing, etc. should not be hung on outdoor railings.

All residents must abide by the uniform appearance codes regarding the exterior of the units. Please speak with the Resident Manager if you have questions.

Please do not feed any stray animals. No pets are allowed on the premises.

Please dispose of rubbish by bagging and placing it in containers provided on property. Due to possible fines and the escalating cost of refuse disposal, do not overburden the dumpsters by placing any cardboard in them. Please recycle.

Because of lingering odors, cleaning of fish or game or coolers used for fish or game may not be cleaned on the grounds.

To avoid plumbing problems, foreign materials should not be flushed.

Security is each resident's responsibility. The Association is not responsible for losses due to theft.

Footwear, bikes and decorative plants in a reasonable number are permitted on lanais. Please keep everything else inside the unit. Decks must be protected from the moisture and earth-to-wood contact that is generated by plants. Please use saucers and "surface savers" that allow for ventilation under the plants.

Disturbing the peace, profanity, indecency or drunkenness cannot be tolerated in the common areas at any time.

Suggestions or complaints about warnings or fines (procedure explained in attached) should be submitted to the Board of Directors in writing via the Resident Manager and/or Community Association Manager.

Please refer to Appendix A (last page) for all important emergency and contact phone numbers.

Thank you in advance for your cooperation in helping to keep Hale Moi a pleasant place to live.

Hale Moi is a serene, non-smoking residential resort condominium complex. Consideration and cooperation of all residents and guests is requested at all times.

- 1. OBSERVANCE OF THE RULES:** Each owner shall observe and obey these rules and ensure that such owner's apartment residents also observe and abide by these rules. The owner shall be responsible for any expenses incurred due to violation of these rules by any resident of the unit.

The term "resident" shall mean: the owner of an apartment, tenants, guests or any person present in the apartment or the common elements of the property with the permission or consent (whether actual or implied) of the owner.

- 2. OFFENSIVE ACTIVITY:** No obnoxious or offensive activity shall be conducted in any unit or in the common areas, nor shall anything occur therein, which may become an annoyance or nuisance to other residents. Residents and guests shall keep sounds to a moderate level during daytime hours. **Minimum** sound levels shall be maintained from 10:00 p.m. to 8:00 a.m. This includes any sounds that disturb the privacy of other residents. **(Please keep in mind that washers, dryers, dishwashers, and exhaust fans create noise).** This shall apply to noise generated within units as well as anywhere on the grounds or parking areas.
- 3. VEHICLES:** A vehicle includes a car, truck, motorcycle, moped or golf cart. Oversized or nonconforming vehicles such as campers, boats, trailers, etc., as defined by the By-laws or Covenants, Conditions & Restrictions (CC&Rs) are prohibited and will be towed at owner's expense.
- 4. PARKING:** Each condominium (A and B sides combined) has the use of one "building" parking stall; all "permit" parking stalls are on a first come, first served basis.

No more than two vehicles per condominium will be allowed in the parking area.

There is no parking or driving on the grass or sidewalks under any circumstances.

Refer to attached Parking Plan for more detail.

5. **VEHICLE MAINTENANCE AND REPAIRS:** Inoperative vehicles and vehicles without current registration and safety stickers are not allowed to remain on property and owner(s) shall remove same within seventy-two (72) hours notice or vehicle may be towed at owner's expense. Only emergency repairs are permitted, i.e., flat tire repair, battery change, etc. Old batteries should be disposed of at proper recycling centers, not in common areas. **NO OIL CHANGES ALLOWED. Major repairs are prohibited.**

Vehicles with fluid leaks must be removed from the parking lot immediately (petroleum products are hazardous to both the asphalt and the environment.) Owners are responsible for the clean up of spills. If professional (hazardous material) clean up is required as determined by the Resident Manager and Board of Directors, the cost of this expense will be borne by the apartment owner.

6. **COOKING:**

- A. **INDOORS:** Fire codes and health codes specifically prohibit stoves and hot plates in areas other than the kitchen (A side).

- B. **OUTDOORS:** Barbecues and hibachis shall be allowed only at the designated barbeque area. Portable barbecues or hibachis are not allowed at any other locations such as front or rear lanais, indoors, on sidewalks, grass areas, etc. Cleanup is the responsibility of individuals utilizing the barbecue facilities. All barbecuing activities shall terminate by 10:00 p.m.

7. **SAFETY:** Playing in the parking lots or restricted access common grounds is dangerous and prohibited. Due to insurance, liability and safety reasons, the following areas are OFF LIMITS to everyone: valley behind the buildings, underneath any buildings. Bicycles, skateboards, rollerblades/skates, miniature cars/trucks or other devices used for exercise or amusement shall not be operated within the project property lines including sidewalks and parking lots. Such equipment must be "walked" to and from units and cannot be left unattended on any parking lot, sidewalk, step or stair area.

No fireworks are allowed on the property. Residents shall not have any hazardous fluids such as gasoline, kerosene, naphtha, ether, benzene or articles deemed especially hazardous to persons and/or property stored on the property.

8. **UNIFORMITY:** All owners and residents must abide by uniform building appearance codes.

- A. **EXTERIOR:** No modification may be made to the exterior of a unit, including lanais, without the express written consent of the Board of Directors. In order to provide uniformity to project appearance, the Board may cause necessary repairs to be performed and billed to the owner. Uniformity should be understood to include any interior decoration, which is visible to the exterior and includes color, texture, and style of such

decoration. Nothing may be attached to the exterior of the buildings without prior written approval of the Board of Directors. This includes, but is not limited to, bird feeders, antennas, hanging plants, wood and relocated cable and phone lines. No holes may be put through the walls or roof.

To protect against excessive noise and to keep with uniform appearance of the exterior of the buildings, any installation of **air conditioner units** must be pre-approved in writing by the Board of Directors. The owner indemnifies the Association of Apartment Owners for any damage that the installation or use may cause.

Nothing shall be allowed, planted, constructed, or stored in the common areas without prior written approval of the Board of Directors.

- B. INTERIOR:** No structural changes of any type shall be permitted within the unit. Nothing shall be allowed, done or kept in any unit that would overload or impair the floors, walls or roofs of the buildings. No signs, posters or other notices shall be displayed in windows, on doors or in any common areas.

All homeowners must give written notice and obtain written approval from the Board of Directors **prior to beginning any and all renovation projects**. (Please refer to the 2 necessary forms that must be submitted in Appendix B. They are Remodeling Rules and Contractor Agreement.)

In order to prevent noise transmission between apartments that may be disturbing to other residents (i.e. footsteps), the only hard surface flooring permitted in second floor apartments without the prior written permission of the Board of Directors is in the entry way. Examples of approved hard surface flooring for the entryway are ceramic tile, hardwood, or laminated flooring. Other than the entryway, carpeting with the following specifications is required throughout second story units: Carpet padding must be a minimum of ½ inch thick and 8 pound density (bonded). Carpeting must be a minimum of 50-55 ounce Plush. Vinyl or other soft material is permitted in the kitchen and bathrooms.

Other proposed flooring material must be approved by the Board of Directors prior to installation and must provide for adequate protection against noise transmission between apartments. It is the sole discretion of the Board of Directors to approve alternate flooring surfaces.

If hard surface flooring currently exists in second story units at the time of this amendment (May 17, 2006), thick pile area rugs and padding equivalent to the thickness of wall to wall carpeting (specified above) is required. Normal foot traffic should be on the rugs rather than the hard surface flooring. These area rugs must cover 75% of the floor surface (door entry, kitchen and bathrooms are excluded). The goal of this amendment is to minimize the impact on and the sound transmission to the unit below.

- 9. LOCKS:** All exterior entry and vestibule door locks must be maintained as part of the master lock system for the project.

10. **REPAIRS AND CLEANING:** Repair of surfboards, furniture, vehicles or other personal property or equipment is prohibited on any of the outside areas within the property limits, including front or rear lanais. Again, towels, bathing suits, clothing, etc. shall not be draped from the railings.
11. **EXTERIOR FIXTURES:** Due to insurance, liability and safety reasons, residents shall not tamper with, disengage or otherwise affect the operation of the exterior entry fixtures or other site lighting. Report any problems with exterior fixtures to the Resident Manager immediately.
12. **PETS:** No pets are allowed on the premises. Stray and wild cats are becoming an increasing problem in Princeville. Please do not feed any cats (or other animals) on the grounds since this only encourages them to be around.
13. **RUBBISH:** Because of the tropical climate, insects and rodents are a continual problem. Rubbish, particularly “wet” garbage, should be bagged and deposited in the site dumpsters on a daily basis. Do not scale or clean fish, game or any animal on the grounds. Coolers used for fish or game may not be cleaned on the grounds. Do not dispose of cardboard in the dumpsters. Please recycle.
14. **PESTS:** The interior of each condominium is sprayed periodically for insect control purposes. Exceptions may be made if the owner provides a written request to the Resident manager.
15. **PLUMBING:** To avoid plumbing problems, foreign materials should not be flushed. The toilets are a water conservation design and use less water per flush than previous models. The owner is responsible for damages due to misuse. No alteration to plumbing is allowed without express written permission from the Board of Directors.
16. **SECURITY:** The Association is not responsible for losses due to theft. Security is each resident’s responsibility.
17. **OCCUPANCY LIMINTS AND USE:** County codes and ordinances strictly regulate occupancy limits and use. AS such, the following rules shall apply:
 - A. Apartment (A and B sides combined) shall be limited to occupancy by a single family.
 - B. The term “family” shall mean” an individual or group of two or more persons related by blood, adoption or marriage living together in a single housekeeping unit; or a group of not more than five individuals unrelated by blood, adoption or marriage.
 - C. No apartment may have more than one kitchen.
 - D. The term “kitchen” means any room, or part of a room, used or intended, or designed, to be used for cooking and food preparation.
 - E. Notwithstanding the above, apartment owners may install one microwave oven and one apartment-sized (half size) refrigerator in the bedroom side (B side) of the apartment.
18. **OBSTRUCTIONS:** Front entrance access, sidewalks, parking lots and common grounds shall not be obstructed at any time. Footwear, bikes and decorative plants in a reasonable number are permitted; no other items are allowed to remain in view at entrances.

19. **BACK LANAIS:** Back lanais should be maintained in a neat and uncluttered condition. The back lanai should not be used to store furniture (other than appropriate lanai furniture), appliances, “hanging” sports equipment such as bicycles, or any other objects that would be considered unsightly as determined by the Board of Directors. Any items in question will be considered by the management on an individual basis.
20. **DISABILITIES:** Notwithstanding anything to the contrary contained in the By-laws or these rules, handicapped or disabled owners or tenants shall not be required to comply with said rules where said rules conflict with their rights. Non-smoking rules and penalties will be enforced.
21. **SOLICITING:** Soliciting of goods, services or religious activities shall not be permitted on the property.
22. **NON-SMOKING: HALE MOI IS AN ENTIRELY SMOKE-FREE ASSOCIATION.** Smoking is not permitted anywhere on the project, including, but not limited to, in the apartments, on the front or rear lanais, or 20 feet from any window or door that opens. Smoking is defined as the inhaling and exhaling of fumes of burning tobacco or any other plant material, or burning or carrying any lighted equipment for smoking tobacco or any other plant material, or the personal habit commonly known as smoking. Penalties for smoking follow the Hawaii State Guidelines i.e. \$100.00 for the first violation; \$200.00 for a second violation within one year of the date of the first violation and \$500.00 for each additional violation within one year of the date of the preceding violation. The Resident Manager and/or the Community Association Managers will manage complaints and fines.
23. **SUGGESTIONS OR COMPLAINTS** should be submitted in writing to the Board of Directors via the Resident Manager and/or Community Association Manager. (Please refer to Appendix A for contact information).

VIOLATION OF RULES:

1. **VIOLATIONS AND DAMAGES:** All corrective action with respect to violations of these rules and damages to the common elements shall be enforced. Any violation should be reported promptly to the Resident and/or Community Association Manager. The Resident and/or Community Association Manager shall ensure that the owner and Board of Directors are informed regarding corrective action. As cited above, the cost of any such corrective actions, including any legal fees of enforcement, shall be assessed by the Board against, and shall be paid by, the owner of the unit, even if the occupant is a tenant or guest of the owner rather than the owner.
2. **ENFORCEMENT OF THE RULES:** The violation of any of these rules shall give the Board or its representative acting on behalf of the Association, the right to:
 - A. In such instances where the violation or breach threatens an immediate, substantial and undeniable threat to life, limb or property of any owner, occupant or guest, enter the unit 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 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 these rules, and the Board, or its representative, shall not be deemed guilty in any manner of trespass; provided however, and notwithstanding the foregoing, the Board, or its representative, shall have such right of entry; and/or,

- B. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of a violation, and all costs and expenses, including attorney's fees, shall be borne by the defaulting owner, whether caused by the owner or any person for whose conduct the owner may be responsible; and/or,

Levy and assess fines in amounts to be determined by the Board of Directors for any violation of these House Rules.

- C. Repeated and flagrant violations due to demonstrated unwillingness to abide by the House Rules shall cause the Board to request eviction of the offending tenant. Expense for legal proceedings will be borne by the affected owner.

- 3. **FINES ENFORCEMENT POLICY:** The Board of Directors has adopted the following schedule of fines for any violation of the Association's Declarations, By-Laws or House Rules. (Please note, smoking violations have their own fine structure).

- A. **AMOUNT OF FINES:**

- 1. First Offense: A written citation given or sent to the offender, owner and property manager.
- 2. Second Offense (same rule violation): A written citation with a copy given or sent to the offender, owner and property manager and a \$50.00 fine assessed the owner.
- 3. Third Offense (same rule violation): A written citation with a copy given or sent to the offender, owner and property manager and a \$100.00 fine assessed the owner.
- 4. Fourth and Subsequent Offenses (same rule violation): A written citation with a copy given or sent to the offender, owner and property manager and a \$200.00 fine assessed the owner.

- B. **CITATIONS:** Each citation issued shall describe briefly the nature of the violation. Copies of citations issued to an offender shall be sent to the owner and any known rental agent.

- C. **PAYMENT OF FINES AND LIABILITY:** Unless appealed as permitted below, a fine must be paid to the Association within thirty (30) days of the citation and assessment of the fine.

- 1. The Association shall give the owner written notice of the assessment of the fine. The owner shall have thirty (30) days from the date of assessment in which to pay or appeal, as permitted.

2. Apartment owners shall be liable for their own fines and for fines against their apartment residents. If the owner fails to pay or appeal, as permitted, a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provide in Article V, Section 6 of the By-Laws for collection of delinquent assessments. The owner shall also be assessed a late fee of \$25.00 for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.
3. An appeal must be in writing, addressed to the Board of Directors and sent to the Kauai Regional Manager, Hawaii First, Inc. c/o of the Managing Agent (address in Appendix A at back of document), and must be postmarked within thirty (30) calendar days of the citation.

ABSENT OWNERS

Under Chapter 516, Section 43 of the Hawaii Revised Statutes of the Landlord Tenant Code, any absentee landlord/owner renting property in the State of Hawaii must designate an agent to act on his/her behalf and the agent must reside on the same island as the rental unit. Such owners shall file with the Resident Manager the name, address, email and telephone number of nominated agent.

Information to be submitted to the Resident Manager:

1. Names of all tenants
2. Mailing address of tenants
3. Day and evening telephone numbers and email for tenants
4. Agent name, address, telephone number and email
5. Make, year, color and license number of tenant's vehicle

AMENDMENTS

These Rules may be amended only by the Board of Directors at a duly called meeting, as provided in the By-laws, and shall become effective thirty (30) days from the date postmarked as mailed, or delivered to the owners.

RESIDENT MANAGER

Please refer to Appendix A at the back of this document for contact numbers for the Resident Manager and the Community Association Managers (Hawaii First, Inc.)

Twenty-four (24) hour emergency response and security services will be provided. Property will be monitored at night.

HALE MOI PARKING PLAN

PARKING: There are 7 parking lots. Due to limited parking space, the following parking assignments are to be honored. There is one space per condo. Extra spaces are noted for spillover parking/extra vehicles - to include daytime &/or overnight guests. If your condominium has two vehicles, it is your decision which is the primary vehicle and will park in your building's designated space. The one guaranteed space per unit is designated with the unit number painted on the stall.

No more than two vehicles per condominium will be allowed in the parking area (as space permits) between the hours of 5 p.m. and 8 a.m. seven days a week. Each unit will be issued 2 parking permits. Permits must be easily visible through front windshield, preferably hanging from the rear view mirror. A fee of \$25.00 will be charged for the replacement of a permit. All cars parked in the Hale Moi parking lots between the hours of 5 p.m. and 8 a.m. must have a current Hale Moi parking permit displayed. Because there is a maximum of two (2) cars per unit, any vehicle without a permit clearly displayed will be immobilized or "booted". A service fee of \$75.00 will be charged for removal at the time of removal.

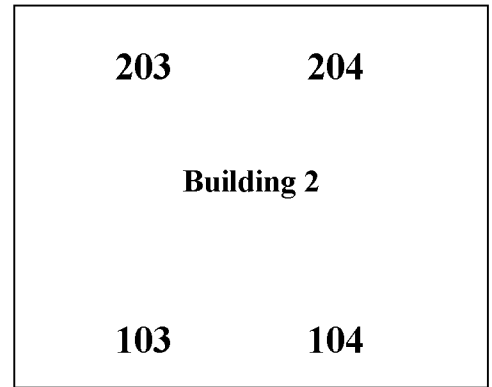
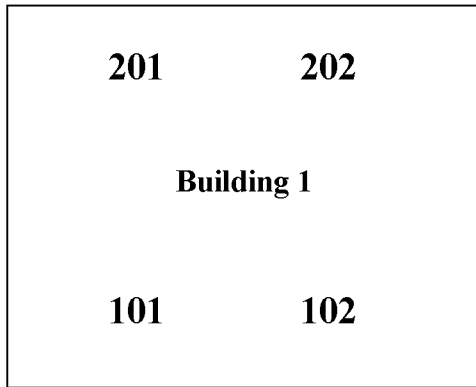
Homeowners may assign their parking rights of their one permanent stall to other persons including other owners, residents, and non-residents. Owners have the privilege of the use of up to one "permit" parking on a "first come first served" basis. Owners must notify the Resident Manager and Managing Agent (in writing) of the use of their permanent stall by others. Any car from another unit which is parked in a designated assigned space that does not match the number on their permit will also be immobilized, with a service fee of \$75.00 for removal, unless resident manager is made clearly aware (in writing) of the assignment. In addition, parking violations may be subject to appropriate fines for House Rules violations. Even if parking assignment is obtained, no more than two vehicles per condominium will be allowed.

To report violators call the Resident Manager

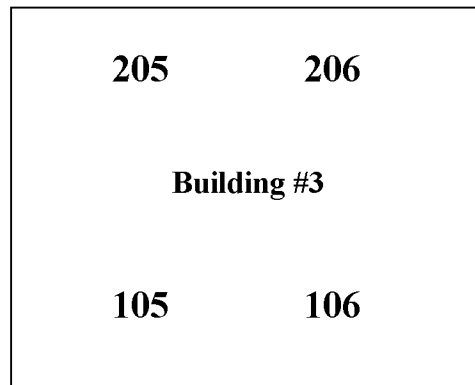
Thank you for your cooperation.

**Trash pick-up is Tuesday and Saturday, between 9 a.m. and noon (usually). Please do not block dumpster in parking lot #1.*

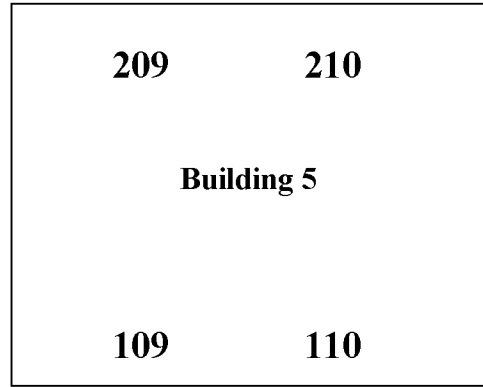
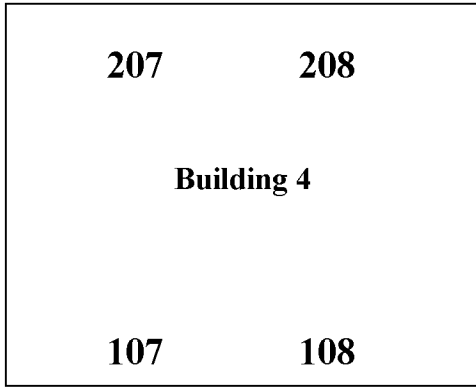
***Vacation rentals need a space left open. A guest may arrive at any time and their space should always be available.*



Parking Lot 1		
Building 1		Building 2
Building 1		Building 2
Building 1		Building 2
Building 1		Building 2 Dumpster

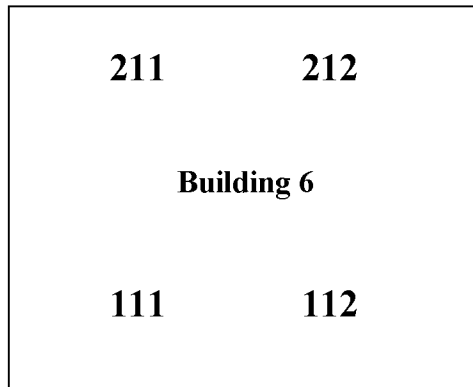


Parking Lot 2		
Building 3		Building 3
Building 3		Building 3
Extra		Extra
Extra		Extra
		Extra

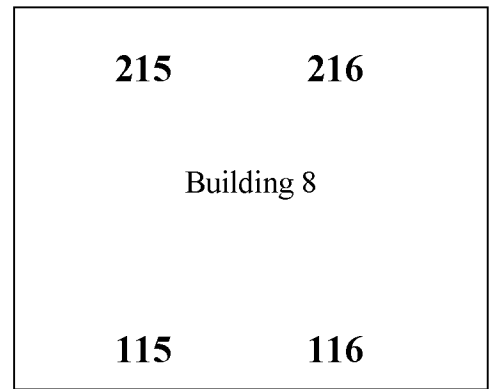
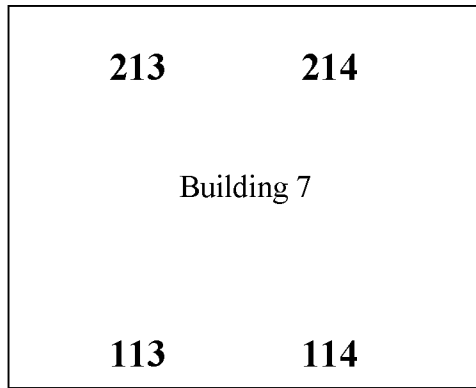


Parking Lot 3		
Building 4		Building 5
Building 4		Building 5
Building 4		Building 5
Building 4		Building 5
Extra		Extra
Extra		Extra
Extra		Extra

Dumpster

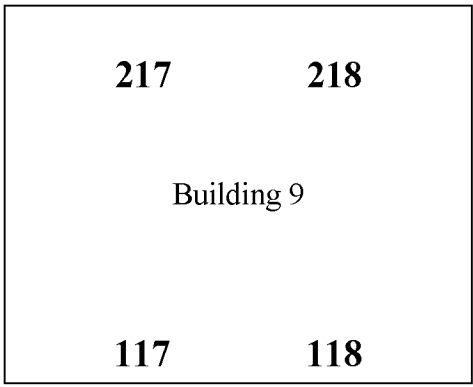


Parking Lot 4		
Building 6		Building 6
Building 6		Building 6



Parking Lot 5		
Building 7		Building 7
Building 7		Building 8
Building 7		Building 8
		Building 8

Dumpster



Parking Lot 6		
Building 8		Building 9
Building 9		Building 9
Building 9		Extra
Extra		Extra
Extra		Extra

Dumpster

219	220
Building 10	
119	120

Parking Lot 7		
Building 10		Building 10
Building 10		Building 10
Extra		Extra
Extra		Extra

Appendix A

Important Phone Numbers

In case of emergency:

RESIDENT MANAGER:

Bruce Nolan
(808) 826-6020 (24 hour coverage)
email: halemoimanager@gmail.com

MEDICAL EMERGENCY-AMBULANCE-FIRE-POLICE:	911
PRINCEVILLE PATROL:	(808) 826-6181
POLICE NON-EMERGENCY-HANAIEI STATION:	(808) 826-6214

Other Contact Information:

On Kauai:

Hawaii First, Inc.
Shana Maguire, Kauai Regional Manager, Hawaii First, Inc.
(808) 282-4450
Fax: (808) 566-9939
email: shana@hawaiiifirst.com

Managing Agent-Honolulu Office:

Hawaii First, Inc.
800 Bethel Street, Suite 501
Honolulu, HI 96813
Phone: (808) 531-5566
Fax: (808) 566-9939
Website: Hawaiiifirst.com

Appendix B

Remodeling Procedures for Hale Moi Condominiums

The following procedures for the remodeling of condominiums at Hale Moi have been approved by the Board of Directors as an amendment to the House Rules of the Association.

1. Write a letter to the Board of Directors requesting approval to undergo remodeling. Please provide the following information. Omission of any of the following may delay the start of your project or result in the stoppage of work. (Installation of air conditioning units must be approved by the Board and meet the guidelines established by the Association.)
 - a. Description or drawings of the planned changes.
 - b. Name of contractors, their license numbers, and their insurance.
 - c. Signed agreement from each contractor(s) regarding our rules for contractors.
(See attached agreement form.)
 - d. Anticipated length of work.
 - e. All electrical and plumbing work shall be done by licensed electricians and plumbers.
2. Owner is responsible that proper insurance is in place that will hold harmless from any and all claims related to the proposed work, the Hale Moi AOA, and any other unit of Hale Moi.
3. Await board approval prior to commencing work. After receiving approval from the Board of Directors, obtain permits if required.
4. Submit permits to the Resident Manager. If no permits are required work may commence.

Contractor Agreement for Hale Moi Condominiums

1. Contractors shall be permitted to work from 8:30 am to 5:30 pm, Monday through Friday. Contractor must notify resident manager 24 hours in advance if there is going to be a water or electrical shut off which will effect any other units.

2. All contractors are required to check in with the Resident Manager and notify him/her of the unit number and type of work to be accomplished that day, whereas the manager will advise the contractor of parking, set-up location and designated areas for tool clean-up.

3. All demolition material shall be disposed of off property. AOA0 dumpster are for everyday garbage only. No drywall, carpet, tile, cement sacks, plumbing remains or discarded furniture can be disposed of in the AOA0 dumpsters.

4. Tool clean up is permitted only in the areas designated by the Resident Manager. No cement or grout waste can be disposed of in the plant areas, flower beds, lawns or the AOA0 dumpsters.

My signature below indicates that I have read and agree to compliance with the rules listed above:

Contractor Name

Date

Owner Name

Date