

Ka Milo at Mauna Lani AOA House Rules

Section 4. Use of Project.

(A) The apartments of the Project shall be used only for their respective purposes as set forth in the Declaration and for no other purpose.

(B) All common elements of the Project shall be used only for their respective purposes as designed.

(C) No apartment owner or occupant shall place, store, or maintain on walkways, roadways, grounds, or other common elements any furniture, packages, or objects of any kind or otherwise obstruct transit through any common element.

(D) Every apartment owner and occupant shall at all times keep his/her apartment in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules, and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the Project.

(E) No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her apartment or the Project nor alter or remove any furniture, furnishings, or equipment of the common elements.

(F) Except as otherwise provided by the federal Fair Housing Act (42 U.S.C. §3601et seq.) as amended by the Fair Housing Amendment Act of 1988, and the rules and regulations promulgated there under, as the same may be amended from time to time in the future, and except as otherwise permitted by the provisions of the Declaration, no apartment owner or occupant shall erect or place in the Project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the Project, nor place or maintain thereon any signs, posters, or bills whatsoever, except in accordance with plans and specifications, including a detailed plot plan, prepared by a licensed architect if so required by the Board, and approved by the Board and a majority of apartment owners (or such larger percentage required by law or the Declaration). including all owners of apartments thereby directly affected.

(G) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions, and amplifiers that may disturb other occupants.

(H) No garments, rugs, or other objects shall be hung from the windows or facades of the Project.

(I) No rugs or other objects shall be dusted or shaken from the windows of the Project or cleaned by beating or sweeping on any hallway or exterior part of the Project.

(J) No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common elements of the Project outside of the disposal facilities provided for such purpose.

(K) No livestock, poultry, or other animals whatsoever, including but not limited to pests as defined in HRS §150A-2 or animals prohibited from importation under HRS §§141-2, 150A-5 or 150A-6, shall be allowed or kept in any part of the Project, except that one dog (not to exceed forty pounds in weight), or one cat, or one other household pet as allowed by the Board of Directors may be kept in an apartment subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial, profit making or money generating purpose, nor allowed on any common elements except in transit when carried or on leash. Any authorized pet may be kept in an apartment on the following terms and conditions:

a. All pets must be registered with the Board of Directors through the Resident Manager or Managing Agent.

b. The apartment owner(s) and tenant(s) of an apartment with a pet shall indemnify and hold the Board of Directors, the Resident Manager, and the Managing Agent harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the apartment and the Project.

c. The apartment owner(s) agrees in writing to allow the apartment owner's tenant(s) to keep a pet in the apartment.

d. The apartment owner(s) and tenant(s) owning or having custody of a dog must (a) obtain a liability insurance policy with reasonable coverage and including the Board of Directors and the AOA Ka Milo at Mauna Lani as additional insured and provide a current certificate of such insurance to the Board of Directors or Managing Agent; (b) diligently and promptly pick up and dispose of any solid waste discharged by the dog on any walkway, open area or other part of the common elements.

e. Failure to register a pet or provide the required indemnity or certificate of insurance shall be grounds for the Board of Directors to order that the pet be permanently removed from the apartment and Project upon notice given by the Board of Directors, the Resident Manager or the Managing Agent.

f. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the Project may be permanently and promptly removed from the apartment upon notice given by the Board of Directors or Managing

Agent. Notwithstanding the foregoing, apartment owners, occupants, and guests may keep certified guide dogs, signal dogs or other animals upon which a person depends upon for assistance within the Project and shall be allowed to walk such animals throughout the common elements while on a leash; provided that such animals shall at all times be accompanied by the individual to whom such animal belongs while present upon the common elements. If any pet or certified guide dog, signal dog or other animal causes a nuisance, unreasonable disturbance or presents a danger to any person within the Project, the owner shall be given an opportunity to rectify the problem. If the animal continues to cause a nuisance, unreasonable disturbance or danger to any person within the Project, the Board of Directors may require the pet or animal, including certified guide animal or signal animal, to be removed from the Project Within a reasonable time period. Any apartment owner who is keeping a pet in accordance with these Bylaws as of the effective date of an amendment to these Bylaws which prohibits apartment owners from keeping pets in their apartments shall not be subject to the prohibition but shall be entitled to keep the pet and, upon death of the pet, to replace the animal with another and continue to do so in accordance with these Bylaws for as long as the apartment owner continues to reside in the owner's apartment or another apartment in the Project.

(L) Except as permitted under the Declaration, no apartment owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antenna, machines, or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project.

(M) Except as permitted under the Declaration, no apartment owner or occupant shall place or maintain any television or other antennas on the Project visible from any point outside of any apartment.

(N) Nothing shall be allowed, done, or kept in any apartment or common elements of the Project which would overload or impair the floors, walls, or roofs of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

(O) No apartment owner shall enclose any exterior lanai within an apartment in the Project.

Section 5. Rules and Regulations

The Board, upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend, or repeal any supplemental rules and regulations governing details of the operation and use of the common elements not inconsistent with any provision of law, the Declaration, or these By-Laws; provided, however, that the initial rules and regulations governing the operation and use of the common elements of the Project shall be adopted by the Developer.

Section 6. Expenses of Enforcement

Every apartment owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment, foreclosing its lien therefore, or enforcing any provisions of the Act, the Declaration, these By-Laws, or the Rules and Regulations against such owner or any occupant of such apartment.