

*Effective September 8, 2019*

**HOUSE RULES  
OF  
EMMALANI COURT**

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## **HOUSE RULES OF EMMALANI COURT**

These "House Rules" represent the initial rules for the Association of Owners of Emmalani Court, and supplement, but do not change, the obligations of owners and tenants contained in official condominium documents pertaining to the Project. They apply specifically to owner-residents and tenants of Emmalani Court condominium project as well as to members of their families and guests, and shall be enforced by the Board of Directors ("Board") of the Association of Owners of Emmalani Court ("Association"), and/or the managing agent of the Association ("Managing Agent").

These rules are intended to serve as a guide for the consideration of others and for the application of common sense in order to create a friendly, pleasant and congenial atmosphere in the Project.

The Board has the responsibility and authority to make such other rules from time to time or to amend the foregoing rules as may be deemed needful for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants of Emmalani Court.

### Section A. RULES PERTAINING TO UNITS

A-1. No awning, shades, window guards, towels, swimwear, wiring, radio or television antenna or other objects shall be attached to or hung from the exterior of any unit's verandas, balconies, lanais, or windows, or protrude through the walls, windows or roof thereof, and no notice, advertisement, bill poster, illumination or other sign shall be inscribed or posted on or about the unit, although not visible outside of the Project, except as shall have been approved in writing by the Board or the Managing Agent, which approval may be granted or refused in the sole discretion of the Board or the Managing Agent.

A-2. The repair and maintenance of the interior of the unit is the responsibility of the individual owner.

A-3. Nameplates and names shall be in the form approved by the Board and located only in the places designated by the Board.

A-4. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the unit owner alone shall be liable for any damage or injury by any radio, television or other electrical equipment in such owner's unit.

A-5. All noises from whatever source shall be discriminately controlled in order that other residents of the Project not be disturbed or annoyed.

A-6. If the immediate service of the police department, the fire department, an ambulance or doctor is required, the desired agency or person shall be called directly.

A-7. The Board or Managing Agent shall not be responsible for packages or other deliveries left at doors of units or other undesignated places on the premises, or for any personal property placed on or left in or about the premises.

A-8. Clotheslines or other similar objects shall not be hung in any outside area, including the lanais.

A-9. Potted plants may be placed on verandas, balconies and lanais. Porcelain or other suitable containers shall be placed under all flower pots. The watering and care of plants and the sweeping and mopping of verandas, balconies and lanais shall be the responsibility of the individual unit owner and shall be kept in an attractive and aesthetically pleasing manner and condition.

A-10. No occupant shall use or permit to be brought into any unit or common areas anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol or other combustibles of like nature, or any gunpowder, fireworks or other explosives. No activity shall be engaged in, nor shall any substance be introduced or manufactured within the units which may result in a violation of the law or in the increase or premium rates or cancellation of insurance for the Project.

A-11. No barbecue or lighter fluid or other flammable substance shall be used on any lanai. No imu pits shall be permitted in the Project.

A-12. No open flames are allowed inside the units.

A-13. Drapes shall be appropriately attached to windows or doors and shall be of a subdued natural earth tone and color such as white, cream, or beige.

A-14. A reasonable number of dogs, cats or other generally recognized household pets may be kept in the Project; provided that all such pets shall be maintained on a leash when outside of the condominium unit; provided, further, that the person accompanying the pet outside of the condominium unit shall immediately clean up after such pet and shall deposit all such fecal material in their own refuse container. The Board shall specify the number of pets permitted per condominium unit and the maximum permitted weight of each pet. No pet shall be kept or bred for any commercial purpose. No livestock, chickens, pigs or farm animals whatsoever shall be allowed or kept in any part of the Project.

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; provided, further, that the owner, occupant or guest to whom such animal belongs shall immediately clean up after such animals and shall deposit all fecal materials in their respective refuse container.

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 shall require the pet or animal, including certified guide animal or signal animal, to be removed from the Project within a reasonable time period;

A-15. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, verandas, balconies or lanais. Dust, rubbish, or litter shall not be swept or thrown from any unit on to any part of the Project. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows, doors, verandas, balconies or lanais into any part of the Project.

A-16. Verandas, balconies and lanais may be furnished appropriately with typical lanai furniture which includes chairs, lounges, and tables, which shall be kept in an orderly fashion and maintained in good, clean condition. Verandas, balconies and lanais will not be used for storage areas for sports and play equipment, nor surplus cartons, boxes, or any other type of excess belongings except in lanai storage areas designated in the building plans as usable for storage. Any furniture, plants, or other articles which, in the opinion of the Board, are unsightly, shall be removed and kept from the verandas, balconies and lanais upon request by the Board.

A-17. Dust, floor and powdered waste shall be wrapped in compact packages. All trash must be thoroughly drained and wrapped in paper and all garbage and other refuse shall be securely wrapped, preferably in plastic bags, and securely fastened. Recycling bins are available near the swimming pool area.

A-18. No boats, canoes, rafts, jet skis or other navigable craft and bicycles, motorcycles, mopeds and other transportation vehicles shall be stored, maintained or repaired within a parking stall(s). The parking stall(s) shall be used primarily for the parking and storing of automobile(s); provided, however, that minor repairs taking no more than eight (8) hours shall be permitted.

## Section B. COMMON ELEMENTS

B-1. No soliciting of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board.

B-2. Surfboards, bicycles, skate boards, roller skates, etc., shall not be left or allowed to stand on any part of the premises, other than within the confines of the unit or other storage area(s).

B-3. Skate boards, roller skates and related equipment shall not be operated or used on any part of the premises.

B-4. Transportation vehicles, including bicycles, mopeds, and motorcycles, shall be operated only on the road; provided that said vehicles shall comply with state and county registration and vehicular requirements for use on public streets and highways. The use of such vehicles is not permitted on the premises except on paved areas and solely for ingress and egress.

B-5. Boats, canoes, rafts, jet skis or other navigable craft and automobiles, bicycles, motorcycles, mopeds and other transportation vehicles shall not be parked, maintained or repaired on the roadway and other areas designated as common and limited common elements in the Declaration.

B-6. Group sports such as football, baseball, basketball, volleyball or golf shall be prohibited in the common elements.

B-7. Owners who wish to alter, decorate and/or landscape any part(s) of the common elements (e.g. planting, gardening, and furnishing the common areas) must first obtain the written consent of the Board. To obtain written consent of the Board, an owner must follow the procedure and guidelines as stated in the Request for Common Area Changes-Guidelines and Application Process ("Guidelines") and submit an Application for Common Area Use by Owners ("Application").

B-8. The grounds, roadways, and other similar common elements shall be used strictly for ingress and egress and must be at all times kept free of obstructions.

B-9. The use of lighter fluid and charcoal barbecues shall be used only in contained barbecue equipment.

## Section C. LIMITED COMMON ELEMENTS

C-1. The unit owner, at its sole expense, shall be responsible to maintain all limited common elements appurtenant to its unit in a clean, safe and sanitary condition and shall incur all liability arising from said limited common elements.

## Section D. GENERAL

D-1. If any key or keys are entrusted by a unit owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to the Board or the Managing Agent, whether for the unit owner's or occupant's unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the unit owner or occupant and the Board or the Managing Agent shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

D-2. Nothing shall be allowed, done or kept in any unit or common area of the Project which would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

D-3. Complaints and suggestions regarding the Project shall be made in writing to the Board or the Managing Agent.

D-4. There shall be NO shooting or use of fireworks of any type at any time in, from or around any unit or the common and limited common elements except by special permission in writing from the Board. There shall be NO shooting or use of firearms of any type at any time in, from or around any unit or the common and limited common elements.

D-5. Owners and tenants must comply with the following registration requirements:

- All owners shall provide the Managing Agent with their name and phone numbers. Non resident owners must also provide their mailing address. Non resident owners who rent their units, and are not full time residents of the island of Kauai must have an appointed rental agent residing on-island, and must provide the Managing Agent with the name, phone number, and address of said agent.
- Owners shall ensure that their contact information filed with the Managing Agent is current, and shall notify the Managing Agent should their phone number or address change. All new owners must comply with the registration requirements herein.
- Owners renting their units must ensure that they or their tenants provide the Managing Agent with the tenants' names and phone numbers within seven (7) days of the tenants' occupancy of the unit and the tenants' vehicle information (license plate number, make and model of vehicle) within seven (7) days of the vehicle being brought onto the premises.

D-6. Tenants must comply with the terms of the Governing Documents and their rental agreement/lease and each owner is responsible for their tenants' compliance with the same. The lease/rental of less than all the entire unit is prohibited.

D-7. Each unit owner is at all times personally responsible for the conduct of his family, guests, guests of his family, tenants and all occupants. Each occupant is at all times personally responsible for the conduct of his family, guests and guests of his family. This responsibility extends but is not limited to any damage or destruction to common or limited common areas.

D-8. No person shall place, store or maintain on the road or premises any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the common elements.

D-9. Whenever possible, infractions of these House Rules should be reported to and enforced by the Managing Agent. The Managing Agent will handle all complaints on an anonymous basis, if possible. It is suggested that, if possible, minor disagreements should be settled between the individual occupants affected.

D-10. The Board reserves the right to make other House Rules from time to time as may be deemed necessary.

D-11. A unit shall be used only for family living accommodations and shall not be used for business or any other purposes; provided, however, this provision shall not affect such units from being rented or leased for residential or living accommodations.

D-12. No structural changes of any type shall be permitted either within or outside a unit without prior consent and written approval of the Board.

D-13. Any changes in landscaping must receive prior consent and written approval of the Board.

D-14. Owners are required to make requests on maintenance matters of the common elements to the Managing Agent and not directly to maintenance personnel.

D-15. Deliveries of any items or objects shall be permitted only between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

#### Section E. PARKING

E-1. Damage to cars and other objects or to common areas shall be the responsibility of the person causing the damage.



E-2. No major repairs to automobile or any transportation vehicles shall be permitted on any common element or parking stall.

E-3. Owners of all motor vehicles are required to operate same within the Project at a reasonable level so as not to constitute a noise nuisance to other occupants. No racing of motors, etc., is permitted.

E-4. Residents may not wash automobiles or motorcycles on any common element, the roadway areas nor use the roadway for recreation. Automobiles and motorcycles may be washed only in designated areas. In order to prevent soap runoffs and damage to the surrounding foliage, detergent soap may not be used under any circumstances.

E-5. No personal items such as, but not limited to, lumber, furniture or crates shall be stored in any common element or limited common element and may only be stored in the unit and shall not be visible from any point of the project.

E-6. Vehicles shall travel at speeds no greater than the posted speed limits. Drivers are expected to observe traffic and directional signs for the safety of all. Unregistered cars and illegally parked cars may be towed away and the towing fee shall be paid by the owner of the cars.

E-7. All vehicles shall be parked in their assigned parking stalls. No vehicle owned by a unit owner shall be parked on the roadway of the Project. All guest vehicles shall be parked in designated guest parking stalls for not more than twenty-four (24) hours.

E-8. Vehicle parked on the complex shall be not exceed 20 feet in length. Vehicles must allow for a total of 12 inches ( 6 inches on each side ) of the parking stall. Some parking stalls on the complex are narrower than the standard parking so not all vehicles will fit in all stalls. Vehicles must not exceed 7 feet 3 inches in height to allow adequate clearance of car port roofs.

E-9. Vehicles must be standard manufactured Automobiles, Vans, SUV's and pickup trucks. Recreational use vehicles are prohibited.

E-10. Units in Building 2-6 can have 2 vehicles on premise. Units in Building 1 can have a maximum of 3 vehicles on premise.

E-11. Vehicles parked in stalls must comply to Hawaii State and Kauai County and PAHCA regulations regarding transportation vehicles.

## Section F. SWIMMING POOL AND HOT TUB/SPA

F-1. The swimming pool, hot tub/spa and the surrounding areas are for the exclusive use of owners, residents and their guests between the hours of 8:30 a.m. and 9:00 p.m.

F-2. There is no lifeguard on duty at any time. Owners, residents and their guests shall use the swimming pool and hot tub/spa at their own risk. The Association and the management company are not responsible for accidents or injuries of any kind.

F-3. Owners and Residents shall be limited to having a maximum of three (3) non resident guests per apartment to utilize the pool area, swimming pool and hot tub/spa.

F-4. No one is allowed in the pool area unless they are a competent swimmer or are accompanied by a competent swimmer who will be responsible for their conduct and safety. Owners and residents are completely responsible for the safety of their family members, tenants, and guests at the pool area.

F-5. "Horseplay", running, screaming or other boisterous conduct is not permitted in the pool area, showers or dressing rooms. The playing of noisy games, such as water marco polo, shall be prohibited.

F-6. Pool or hot tub/spa use is only allowed with proper swimming apparel. No disposal diapers are allowed in the pool or hot tub/spa. All persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing to be allowed in the pool or hot tub/spa.

F-7. Glass or other breakable containers shall not be brought into the pool area.

F-8. All personal belongings such as towels, sunglasses, books, etc., shall be removed upon leaving the pool area.

F-9. No pets shall be permitted in the pool area.

F-10. Radios in the pool area shall be operated at a volume level so as not to create a nuisance to other tenants and pool users.

F-11. Anyone susceptible to extreme heat and those suffering from heart disease, diabetes, high or low blood pressure or any chronic health problems should not enter the hot tub/spa except under the advice of a physician.

F-12. All suntan oil, bobby pins, hair pins, and other such material shall be removed before entering the pool or hot tub/spa. All persons using oils, etc., shall protect the furniture and the deck area. All persons shall shower prior to entering the pool or hot tub/spa. Persons leaving the pool or hot tub/spa to use the toilet shall take a second shower before returning to the pool or hot tub/spa.

F-13. Scuba equipment, inner-tubes, swimming fins, toys, or other inappropriate equipment shall not be allowed in the pool or hot tub/spa. However small tubes, water wings, or similar flotation devices necessary for safety purposes are allowed in the pool.

F-14. Any person having an infectious or communicable disease shall be excluded from the pool and hot tub/spa. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool or hot tub/spa.

F-15. Spitting, spouting of water, or blowing the nose in the pool or hot tub/spa shall be prohibited.

F-16. The maximum number of people allowed in hot tub/spa at any time is 5 people.

F-17. Persons shall limit time in the hot tub/spa to 15 minutes when others are waiting for time in the hot tub/spa.

F-18. Use caution when entering and exiting hot tub/spa via steps.

F-19. No jumping or diving into the hot tub/spa is allowed.

F-20. The on site manager is authorized to enforce the above rules.

#### Section G. SMOKING

G-1. Emmalani Court enforces all Hawaii State law regarding smoking.

G-2. Emmalani Court enforces all Kauai County law regarding smoking.

G-3. No smoking in community room.

G-4. No smoking in pool area.

G-5. No smoking on common area stairs, stairways, entrances, corridors and common walkways to units. A designated smoking area is located behind the storage area and in front of the gate to the next complex on the west side of our complex.

#### Section H. COMPLIANCE WITH THE DECLARATION OF CONDOMINIUM PROPERTY REGIME OF EMMALANI COURT

H-1. Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration of Condominium Property Regime of Emmalani

Court (“Declaration”) and Bylaws of the Association of Apartment Owners of Emmalani Court (“Bylaws”), and in the event of any conflict between these House Rules and the Declaration and Bylaws, the Declaration and Bylaws shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Declaration and Bylaws.

H-2. Written notice of violation of these rules shall be addressed and sent to the unit owner(s). A copy of the written notice of violation shall be sent to the occupant of the unit and/or property manager of the owner(s) if such information is on file with the Association’s managing agent. The Notice of First Violation is a warning and will outline the violation and demand that the violation cease and desist.

Second Violation Notice for the same offense: \$25.00 fine.

Third Violation Notice for the same offense: \$50.00 fine.

Fourth Violation Notice for the same offense: \$100.00 fine.

Fifth and subsequent Violation Notice for the same offense: Legal action as determined by the Board.