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# HOUSE RULES

Approved March 16, 2026

**Lae Nani Inc.**  
**Association of Apartment Owners**  
**("Association")**

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31 **I. Introduction**

32 To help ensure the peace, tranquility, and wellbeing of the residents, e.g.,  
33 owners, guests, invitees, and family members who reside at the Lae Nani  
34 condominium project (hereinafter called the “Property” or “Lae Nani”), the  
35 following House Rules (“House Rules” or “Rules”) and regulations have  
36 been adopted and shall be enforced by the Board of Directors (“Board”)  
37 through its General Manager, and other authorized agents.

38 The purpose of these House Rules is to help enable all residents of Lae Nani  
39 to enjoy the Lae Nani environment to the fullest extent possible. Amendment  
40 of these Rules is authorized only by the Board.

41 The basic guidelines to be followed throughout these Rules are those of  
42 common sense and consideration for the rights and feelings of others. It is  
43 hoped that the general atmosphere will be a friendly and constructive one.

44 These Rules complement the Declaration of Condominium Property Regime  
45 of Lae Nani (Restated) (“Declaration”) and current By-Laws of the  
46 Association of Apartment Owners of Lae Nani, Inc. (Restated) (“By-Laws”)  
47 and do not change the obligations contained therein. The Declaration and  
48 By-Laws shall herein be referred to as “Governing Documents.” Wherever  
49 there is a conflict between these Rules and the Governing Documents, the  
50 provisions contained in the Governing Documents shall govern. These Rules  
51 may be amended from time to time by the Board and shall be effective as  
52 detailed by the By-Laws.

53 The General Manager has the authority and responsibility to enforce these  
54 Rules on behalf of the Board. These rules are intended to be enforced at the  
55 reasonable discretion of the Board and General Manager. All owners, guests  
56 and their invitees (See definitions below) must observe these Rules as well  
57 as the Governing Documents and other reasonable standards of conduct.

58 **Definitions**

- 59 1. As used herein the term “Owner” shall mean the title owner of an  
60 individual apartment.
- 61 2. As used herein the term “Guest” shall mean the person or persons to  
62 whom the owner has rented their apartment on a short term rental.
- 63 3. As used herein the term “Invitee” shall mean the person or persons  
64 specifically invited onto the Property or into their apartment by an  
65 owner or by a Guest.
- 66 4. As used herein the term “Resident” or “residing” shall mean the

owner, guest or their invitee who is currently in the individual apartment or on the Property.

5. As used herein the term "Citation" shall mean either the notice of a violation of a rule which may or has resulted in a fine or notice that a fine has been assessed for a violation of these Rules.

## **Contact Information**

Property Address: 410 Papaloa Rd., Kapa'a, HI 96746  
Association Office (M-F, 9 am -3:00 pm): (808) 822-2117  
Security (After Hours & Weekends): (808) 755-5253  
After-Hours Emergency: (808) 855-0748

**Non-Discrimination Policy.** Lae Nani supports federal and Hawaii legislation regarding any form of discrimination as defined in those laws. Nothing in these Rules is intended to interfere with the rights under the law of any owner, guest, or invitee.

## **II. Emergency, Fire Safety and Evacuation Plan**

**EMERGENCIES:** If the immediate services of the Kauai Police Department, the Fire Department, an ambulance, or doctors are required, the desired agency or person should be called directly or by dialing "911". Any emergency, particularly flooding, fire, theft, etc., should also be brought to the attention of the General Manager.

**FIRE SAFETY:** Lae Nani is not equipped with an automatic fire sprinkler or alarm system. Each apartment is equipped with at least two smoke detectors. Fire extinguishers are located outside the apartments in the stairwell going up to the apartments.

Practice fire safety every day. Know your floor plan and establish an evacuation plan. Familiarize yourself with the exits, detectors, and extinguishers. It is recommended that you test your smoke alarm monthly.

Your primary objectives are your early evacuation and notification to the Fire Department.

## **WHAT TO DO IF THERE IS A FIRE IN YOUR APARTMENT**

1. If you can safely use the phone, CALL 911. Get everyone out of the apartment. DO NOT LOCK YOUR DOOR WHEN YOU LEAVE - - LEAVE THE DOOR UNLOCKED.

2. If the fire is small and you have training in the use of a fire extinguisher, there is a fire extinguisher located outside your front door on the floor landing.

3. If there is little or no smoke, leave your apartment. Walk out to an open area away from buildings using the fire exit paths.

A. 2<sup>nd</sup> & 3<sup>rd</sup> floor apartments - Go down the staircase. Walk down the right side and use the handrail. Firefighters may be ascending, using the other side of the staircase. Stay out of their way.

4. If there is smoke, heat, or fire and you are unable to leave your room or apartment, KEEP THE DOORS CLOSED, AWAIT RESCUE, REMAIN CALM, DO NOT PANIC.

A. Use the telephone to call 911 for help.

B. Do not attempt to exit through the lanai or a window unless you are threatened by smoke or fire.

C. Fill the bathtub, if there is one, with water to wet sheets and towels.

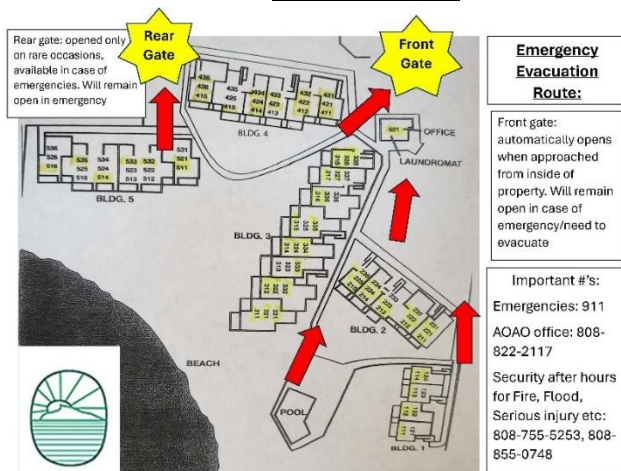
D. Place wet sheets and towels under doors and over vents.

E. Open a window slightly, stay low and close to the window.

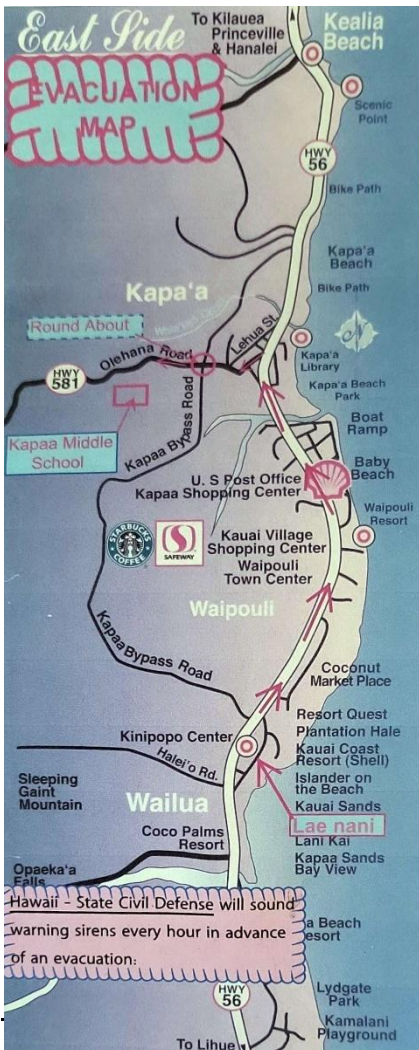
F. Wait for help or rescue.

5. The diagram below illustrates the fire exit paths and meeting area for Lae Nani residents and guests. Be sure all members of your party know where this area is.

### Evacuation Plan



127  
128  
129 **Tsunami Evacuation Route**



Exit the property – turn right on Papaloa Road, proceed past Kauai Sands Hotel and turn right onto HWY 56. Proceed 1.7 miles into Kapa’a Town and turn left at the ABC Store onto HWY 581/Oloheana Road. Continue straight through round-about and follow signs for Kapa’a Middle School- this is the Public Shelter.

147  
148 **III. Enforcement of Property Rules and Regulations**

149  
150 VIOLATION OF THE GOVERNING DOCUMENTS OR RULES  
151 ADOPTED BY THE BOARD GIVES THE BOARD OR THE GENERAL  
152 MANAGER THE RIGHT TO:

- 153 1. Enter the apartment in which the violation exists; put an end to and  
154 remove, at the expense of the apartment owner, the structure, thing,  
155 or condition that exists contrary to the intent of these Rules; and  
156 not be guilty of trespass.
- 157 2. Enjoin, abate, or remedy by legal proceedings, either at law or in  
158 equity, continuance of the violation and to collect all attendant  
159 costs from the apartment owner.
- 160 3. Levy fines for violations as set forth below.

161 If the owner is unable to control the conduct of their guest, or invitee to  
162 conform with the intent and meaning of the provisions of the these  
163 rules and the Governing Documents, they shall, upon request of the  
164 Board or General Manager, immediately remove such person from the  
165 premises (i.e., the owner shall immediately set in motion and follow  
166 through with the eviction and/or removal of such guest from the  
167 Property), without compensation for lost rentals or any other damage  
168 therefrom.

169 All written documents related to enforcement shall be written and  
170 delivered by U.S. mail, postage prepaid, to the owner or owner's agent  
171 (if applicable) or hand delivered to owner or the owner's agent. In  
172 cases where guests have committed the violation, a copy of this  
173 correspondence will be delivered to the guests, with the original going  
174 to the owner or agent (if applicable).

175 **A. Fine Schedule**

176 Fines assessed for violation of these Rules or the Governing Documents will  
177 be levied according to the following procedures. All fines and notices that  
178 fines have been assessed will be issued by the General Manager, or his/her  
179 designee, on behalf of the Board. All fines will be assessed to the owner's  
180 account and if not paid within 30 days, the fine shall become a lien on the

owner's apartment.

In the event of serious violations of these Rules, such as behavior which could cause harm to residents or risk to the building or common elements, correction must be made immediately but will still be subject to a fine as specified herein.

**First Violation:** The owner will be informed of the violation in writing by the General Manager or his/her designee, on behalf of the Board. The notice shall specify the time period within which the correction is to be made.

**Second Rule Violation within 12 months (of same rule):** No notice or opportunity to cure is required before a fine is assessed. The owner will be fined \$100. The fine will be assessed to the owner's account. Notice that the fine has been assessed and demand for payment will be delivered by the General Manager on behalf of the Board.

**Third Rule Violation within 12 months (of same rule):** No notice or opportunity to cure is required before a fine is assessed. The owner will be fined \$250. The fine will be assessed to the owner's account. Notice that the fine has been assessed and demand for payment will be delivered by the General Manager on behalf of the Board.

**Fourth and Subsequent Rule Violation within 12 months (of same rule)** No notice or opportunity to cure is required before a fine is assessed. The owner will be fined \$400. The fine will be assessed to the owner's account. Notice that the fine has been assessed and demand for payment will be delivered by the General Manager on behalf of the Board.

After twelve (12) months, a violation shall be removed from an owner's record and shall not be used in calculating subsequent offenses.

**Noncompliance:** If compliance is not noted by the end of 60 days from the first notice of the violation, the Association may seek legal remedy as provided by Hawaii Revised Statutes, Chapter 514B. The cost of this action shall be assessed to the owner.

## **B. Serious Violations**

Nothing in these House Rules shall be interpreted to prevent or delay the Board or the Managing Agent from immediately referring any violation to the Association's attorney for the taking of legal action as may be appropriate to abate a nuisance, protect the safety and health

215 of residents and Association employees and directors, and/or prevent  
216 damage to the Project. All attorneys' fees and costs/expenses 177  
217 incurred will be assessed to the unit owner.

218 C. **Appeals:** An owner who contests a citation and/or fine may appeal  
219 to the Board. Appeals may be filed according to the following  
220 guidelines: Appeals may be filed according to the following  
221 guidelines:

- 222 a. The owner may appeal the fine in writing within 30 days  
223 of the date of the citation, The failure to appeal within 30  
224 days of the citation shall constitute a waiver of the right to  
225 appeal.
- 226 b. The notice of appeal shall be hand delivered, emailed, or  
227 sent by email and/or certified mail, return receipt  
228 requested, to the General Manager on behalf of the Board.
- 229 c. The earliest date of hand delivery, emailing or mailing as  
230 certified by the Post Office shall constitute the Date of  
231 Appeal.
- 232 d. The notice of appeal must contain a copy of citation, a  
233 statement of the facts of the violation, the reasons for the  
234 appeal, and the names and addresses of witnesses, if any.
- 235 e. The Board will review the appeal at the next scheduled  
236 Board meeting at which a quorum is present. The Board  
237 may continue the hearing in its sole discretion.
- 238 f. At the hearing, the owner may appear and present  
239 arguments and evidence to support the appeal, but they are  
240 not required to do so.
- 241 g. After the hearing, the Board shall mail to the owner its  
242 written decision affirming, reducing, or canceling the  
243 citation or fine.
- 244 h. The Board's decision shall be final. However, upon  
245 payment of a fine, the owner shall have the right to initiate  
246 a dispute resolution process as provided by Hawaii Revised  
247 Statutes ("HRS") Section 514B-161 (mediation) and/or

248 HRS Section 514B-162 (arbitration), or by filing a request  
249 for an administrative hearing, administered by the  
250 Department of Commerce and Consumer Affairs.

- 251 i. Owners are responsible for themselves, their  
252 accompanying family members, guests, and invitees'  
253 observance of these Rules and the Governing Documents  
254 and for the payment of any fines or assessments levied.  
255 Should a violation occur which places a financial  
256 obligation or loss on the Association, the owner is  
257 responsible for such obligation shall reimburse the  
258 Association, by way of special assessment to the owner, for  
259 such, including fines, legal costs, and attorneys' fees.
- 260 j. The right of the Board to impose and/or authorize the  
261 imposition of fines shall be in addition to any other rights  
262 and remedies available to the Association for violations of  
263 these Rules and the Governing Documents.

264

265 **IV. General Rules and Regulations**

266 1. The combination to the side entry gate, parking lot gate, or pool  
267 area gates may not be given, transferred, or shared to people other than  
268 owners, guests, agents, cleaners, and workers hired by the owner.

269 2. Nothing shall be allowed, done, or kept in an apartment or common  
270 area of the Property that would overload or impair the floors, walls, or roofs  
271 thereof, or cause any increase in the ordinary premium rates or the  
272 cancellation or invalidation of any insurance thereon maintained by or for  
273 the Association. No noxious, offensive activity or nuisance shall be allowed  
274 on the Property.

275 3. Complaints and suggestions regarding the building may be made in  
276 writing to the Board or to the General Manager.

277 4. Fireworks. There may be NO keeping or shooting of fireworks of  
278 any type at anytime, anywhere on the Property in, from, or around the  
279 building or common areas or limited common areas, or lanais. Fireworks  
280 may not be stored in an apartment for any period of time.

281 5. Lae Nani employees and outside contractors hired by Lae Nani are  
282 to be directed solely by the General Manager. During working hours, they  
283 may not be diverted to the private business or employment of any owner,  
284 guest, or invitee.

285 6. Apartment Locks. Owners shall provide the General Manager with  
286 a current entry door code to be used for emergency purposes only and shall  
287 update that information if such code is changed. Owners can submit to the  
288 Board in writing their request for their code to an apartment to be changed.

289 7. With Design Review Approval owners may install their own front  
290 door lock for which the owner will provide the General Manager with the  
291 current entry door code and shall update that information if such code is  
292 changed. In addition, should an owner install their own lock the Association  
293 shall no longer have the responsibility to maintain, replace, or repair that  
294 front door lock.

295 8. Registration. Owners are responsible for informing the Lae Nani  
296 Office of any guests staying in their apartment in advance along with their  
297 duration of stay.

298 a. An owner who rents out their apartment must designate a local  
299 agent if they reside off-island as per HRS § 514B-43(f). Owners  
300 also must register any such agent with the General Manager,  
301 including the agent's name, address, and business telephone  
302 number and other data as may be required in case of emergency,  
303 as well as all apartments that are under their agency. If an owner  
304 changes a rental or listing agent, the owner is required to provide  
305 the General Manager with the name, address, and telephone  
306 number of the new agent.

307 b. Each agent handling rentals, periodic, transient, and/or  
308 temporary occupancy shall register with the General Manager  
309 their name, address, business, and residence telephone number  
310 and other data as may be required in case of emergency, as well  
311 as all apartments that are under their agency. If an owner  
312 changes a rental or listing agent, the owner is required to  
313 communicate to the General Manager the name, address, and  
314 telephone number of the new rental or listing agent.

315 c. Realtors. Realtors may not place lock boxes on Lae Nani  
316 property, including any entry doorknobs. Lock boxes found on  
317 property will be removed immediately by Lae Nani employees

318 and will be dealt with consistent with HRS § 514B-139.

319 **9.** Requests for exterior repairs and maintenance shall be submitted in  
320 writing to the General Manager, who shall determine whether the requested  
321 repairs and/or maintenance are the responsibility of the Association or the  
322 owner/resident. Any decision of the General Manager may be appealed to  
323 the Board in writing within ten (10) days following the communication of  
324 the General Manager's decision.

325 **10.** Repairs and maintenance of apartment interiors are the  
326 responsibility of each owner. It is the responsibility of each resident to  
327 maintain their apartment in a sanitary condition and the equipment and  
328 fixtures located therein in such a manner as not to cause damage to other  
329 apartments or the common elements or to interfere with the right of  
330 enjoyment to which other occupants are entitled.

331 **11. Mail. Mail pickup time is from 9:00 A.M. to 3:00 P.M.** Monday  
332 through Friday. All mail (including parcels) for Lae Nani owners is  
333 delivered to the Lae Nani Office at Building 6. Mail is sorted and placed in  
334 individual apartment mail slots for pickup. Only the mail listed recipient,  
335 or someone authorized in writing by the owner will be authorized for pick  
336 up. A photo identification may be required if mail is picked up by someone  
337 other than the owner.

338 **12. Lockouts.** In the event of lockouts, guests should first ask the  
339 owner's on-island agent for the entry codes. If that is not successful, guests  
340 who are properly registered shall be permitted to have their doors unlocked,  
341 based on the availability of the General Manager. Lockout fees, subject to  
342 change at the discretion of the Board, are presently as follows:

- 343 a. Weekdays outside of office hours (9:00 a.m. to 3:00 p.m.) until  
344 10:00 P.M. and all hours on Saturday and Sunday/Holidays:  
345 \$50.00

346 **V. Use of the Property**

347 **1.** The apartments of the Property shall be used only for their respective  
348 purposes as set forth in these Rules and the Governing Documents and for  
349 no other purpose. Apartments may be used only as residences and for no  
350 other purpose.

351 **2.** All common elements and limited common elements of the Property  
352 shall be used only for their respective purposes as designed.

353 3. Every apartment owner or resident shall at all times keep their  
354 apartment in a strictly clean and sanitary condition and observe and adhere  
355 to all laws, ordinances, rules, and regulations now or hereafter made by any  
356 governmental authority or the Association applicable to the use of the  
357 Property.

358 4. No apartment owner or resident shall make or suffer any waste, or  
359 unlawful, improper, or offensive use of their apartment or the Property, nor  
360 alter, abuse, or remove any furnishings or equipment of the common  
361 elements or limited common elements.

362 5. No apartment owner or resident shall erect or place in the Property  
363 any building or structure including fences or walls, nor make any additions  
364 or alterations to any common elements or limited common elements of the  
365 Property, nor place or maintain thereon any signs, posters or bills  
366 whatsoever, except in accordance with the plans and specifications  
367 including detailed plot plans, prepared by a licensed architect or engineer (if  
368 so required by the Board) approved by the Board, as specified in the By-  
369 laws, in advance and in writing. Notwithstanding the foregoing, the Board  
370 or any officer of the Board acting on their behalf so as to facilitate timely  
371 actions, may authorize the placement of informational signs to permit proper  
372 administration of the common elements or limited common elements.

373 6. Except as provided herein, no apartment owner shall paint, decorate,  
374 or landscape any door or entrance to an apartment except in accordance with  
375 standards established by the Board, or by specific plans approved in advance  
376 in writing by the Board.

377 7. No resident shall make or permit unreasonably loud music from  
378 musical instruments, radios, televisions, amplifiers, and other items that may  
379 disturb other residents. Residents and guests using stairwells, walkways,  
380 and parking areas at night or early in the morning must keep noise to a  
381 minimum. Headphones are required to listen to radios and electronic  
382 equipment in the pool area.

383 8. Textile items (towels, beach wear, clothing, and rugs), brooms,  
384 mops, cartons, luggage, or other objects shall not be hung from the windows,  
385 lanais, lanai railings, or facades of the Property so as to be visible to other  
386 residents or persons outside the building. **No objects may be thrown from  
387 any window or lanai.** Racks, drying racks, lines, or other similar devices  
388 may not be erected on the lanai for the purpose of hanging textile items.  
389 Notwithstanding the above, an owner may attach a maximum of four (4)  
390 hooks to the outside of the lanai storage door for the purpose of hanging

391 textile items. The intent of this rule is to prevent an unsightly appearance of  
392 the exterior of the building.

393 **9.** No rugs or other objects shall be dusted, aired, or shaken from the  
394 windows, lanais, or facades of the Property or cleaned by beating or  
395 sweeping on hallways or exterior parts of the Property.

396 **10.** No refuse, garbage, or trash of any kind shall be thrown, placed, or  
397 kept on any common elements of the Property outside of disposal facilities  
398 provided for such purpose. All refuse shall be properly bagged and disposed  
399 of in provided trash bins in accordance with County trash and recycling  
400 directives.

401 **11.** Second and third floor lanais may not be cleaned by hosing water  
402 unless they have first been swept and or vacuumed to remove any debris and  
403 lower lanai or patio residents are warned before hosing begins.

404 **VI. Rules Pertaining to Apartments**

405 **1.** Occupancy in each apartment is limited to two people per bedroom  
406 plus two extra people (maximum) if the apartment has additional sleeping  
407 accommodations. Exceptions to this limitation may be granted by the Board  
408 to comply with fair housing or other applicable laws or in its reasonable  
409 discretion at the request of any owner. The total number of individuals  
410 residing in an apartment at any one time shall conform to all of the Federal,  
411 State and County of Kaua'i laws, regulations, and ordinances. No  
412 occupancy levels will be enforced in any manner that would constitute a  
413 violation of the Federal Fair Housing Act or Hawaii Revised Statutes  
414 Chapter 515, as the same may be amended from time to time or any  
415 successors thereto.

416 **2.** No awnings, shades, venetian blinds, window guards, or radio or  
417 television antennae or satellite dish shall be attached to, laid on, or hung  
418 from the exterior of the building or lanais or protruding through the walls,  
419 windows, or roof thereof, and no notice, advertisement, bill, posters,  
420 illumination, or other sign shall be inscribed or posted on or about the  
421 Property, except those that have been approved in advance, in writing by the  
422 Board, which approval may be granted or refused in the reasonable  
423 discretion of the Board, nor shall anything be projected from any windows  
424 of the building without similar approval.

425 Curtains and draperies placed against windows and doors shall be a neutral  
426 light color. Consult the General Manager regarding the permissible

427 shades. Each apartment must be equipped with an automatic front door  
428 closer.

429 **3.** All new owners must check in with the General Manager, complete  
430 a Registration Card, certify receipt of a copy of these Rules, obtain gate  
431 codes, and arrange for reserving a loading zone for moving household goods  
432 into an apartment. **(available ONLY Monday-Friday 9:00 a.m.-3:00**  
433 **p.m.) (Office hours are subject to change from time to time due to**  
434 **staffing.)**

435 **4.** All radio, television or other electrical equipment of any kind or  
436 nature installed or used in each apartment shall fully comply with all rules,  
437 regulations, requirements, or recommendations of the public authorities  
438 having jurisdiction. The apartment owner alone shall be liable for any  
439 damage or injury caused by any radio, television, or other electrical  
440 equipment in such apartment owner's apartment.

441 **5.** All noise from whatever source shall be controlled by residents  
442 residing in Lae Nani so it will not disturb or annoy other residents of the  
443 building. Quiet hours are **10:00 P.M. to 8:00 A.M. daily.**

- 444 **a.** Owners and Guests staying in upper floor apartments - must  
445 keep noise to a minimum during quiet hours so as not to disturb  
446 other residents' sleep. Running, jumping, and moving furniture  
447 are particularly troublesome and can wake your neighbors  
448 below. Your kindness and consideration are appreciated and  
449 will help ensure everyone has a wonderful stay at Lae Nani.

450 **6.** Neither the Board nor the General Manager is responsible for  
451 packages or other deliveries of goods or services. Similarly, they shall not  
452 be responsible for packages left in the walkways, landings, at doors of  
453 apartments or any other place on the Property not designated for that purpose  
454 nor for any article left with any employee nor for any article left with any  
455 employee, nor for any personal property placed or left in or about the  
456 buildings.

457 **7.** Potted plants may be placed on lanais and entry landings.  
458 Waterproof containers shall be placed under all potted items. Proper safety  
459 precautions must be taken so that plants do not fall from lanais.

460 **8. HAZARDS.** No resident shall use or permit to be brought into the  
461 building, including apartments or storage closets, or common areas anything  
462 deemed extra hazardous to life, limb, or property such as gasoline (except

463 for gasoline in a vehicle's gas tank), kerosene, naphthalene, fireworks, or  
464 other explosives. Use of barbecues, hibachis, or tabletop pupu heaters is  
465 prohibited anywhere on the Property except the designated barbeque area.

466 9. Waterbeds are not permitted.

467 10. Lanais may be furnished with only neutral colors (e.g., white,  
468 brown, tan, light gray, off-white, or beige) chairs, lounges, and small tables  
469 kept in an orderly manner, and shall not be used as a storage area.

470 a. Lanai furniture upholstery must be in the above listed neutral  
471 colors. Furniture must **be kept clean** and in good repair.

472 b. No banner, sign, lettering, signals, or other objects may be  
473 displayed from any location on the lanais if visible to other  
474 residents or persons outside the building.

475 c. No window exterior coverings, awnings, shade, or windbreak  
476 may be installed without written approval of the Board. The  
477 American flag may be displayed at all times.

478 d. Umbrellas.

479 Conditions for approval: No umbrella may be installed without  
480 prior written approval of the Board. Since its construction Lae  
481 Nani was and is in a beach/ocean resort area subject to sun, rain,  
482 wind, and other beach/ocean related conditions. It is the general  
483 policy of the Association not to allow umbrellas on lanais or  
484 ground floor patios. The decision to allow an owner to use an  
485 umbrella on a patio or lanai is within the sole and absolute  
486 discretion of the Board irrespective of decisions made with  
487 regard to past or future umbrella applications. Use of an  
488 umbrella cannot, in the sole and absolute discretion of the  
489 Board, block the view of another apartment in any way. A  
490 justification of the sun shining into an apartment is not  
491 sufficient cause in and of itself. An owner-applicant must be in  
492 good standing and in compliance with all Rules and cannot be  
493 in violation of any Rule within six (6) months prior to his/her/its  
494 application for an umbrella. The approval of an umbrella  
495 application is the exception rather than the rule.

496 Conditions of use (after approval): Umbrellas shall be:

497 i. One color including pole and umbrella canopy. The

498 same neutral color in the beige/khaki tones to  
499 coordinate with the Property’s exterior paint colors.  
500 (Color must be approved by the Board as part of the  
501 application.)

- 502 ii. Weighted and sturdy enough so that the umbrella will  
503 not blow away in a wind gust. Umbrellas may not be  
504 permanently anchored to the patio or lanai floor or  
505 railing. The weighted umbrella base must weigh a  
506 minimum of 25 lbs.
- 507 iii. Closed during windy weather conditions, at night,  
508 when sun is not shining on the apartment and  
509 whenever the apartment is not personally occupied  
510 by the owner.
- 511 iv. Maintained in good condition without tears or signs  
512 of wear as determined in the sole and absolute  
513 discretion of the General Manager and/or Board.
- 514 v. No larger than eight feet in diameter and must fit  
515 entirely on the lanai or patio without overhanging the  
516 railing or extending beyond the patio area.
- 517 vi. Limited to one umbrella per apartment.
- 518 vii. Besides the lanai, umbrellas are not allowed  
519 anywhere on the Property, including the lawn.
- 520 viii. The umbrella is only to be used by the owner of  
521 record while they are present in and occupying the  
522 apartment. (e.g., the umbrella must be closed when  
523 the owner of record physically leaves the apartment  
524 for any period of time—even if it is only to go to the  
525 pool or beach)
- 526 ix. The umbrella needs to be locked in the owner’s closet  
527 when the owner of record is not occupying the  
528 apartment.
- 529 x. The Board may enact additional rules for the use of  
530 umbrellas.

531 Such approval may be revoked at the sole and absolute  
532 discretion of the General Manager or Board upon the owner’s  
533 breach of these Rules, including but not limited to rules adopted  
534 with regard to umbrellas.

535 The Board may amend these Rules and/or enact additional rules  
536 for the entitlement and/or use of such lanais.

537 **11. Garbage.**

- 538 a. Kitchen sink garbage disposals shall be utilized solely for  
539 disposal of food waste. Disposal of large quantities of garbage,  
540 bones, corncobs, etc. is not recommended. Most disposal  
541 connections provide for only a 1 1/2" pipe drain line that may  
542 be further restricted downstream with other pipe splits,  
543 junctions, etc. Consult your owner's manual for further details.
- 544 b. There are two trash bins located in the common elements. One  
545 is located on the right as soon as you enter the Property. The  
546 other is adjacent to Apartment 416, near the barbecue grill. All  
547 garbage disposed of in the trash receptacles shall be placed in  
548 bags and well tied before being placed therein.
- 549 c. Bulky items are not allowed to be stored on the common  
550 elements, absent prior approval of the General Manager. Kapaa  
551 refuse station accepts bulky disposal; please inquire with the  
552 General Manager's office about the policy and procedure to  
553 remove bulky items from Property.

554 **12. Owners and guests are responsible at all times for the conduct of**  
555 **their accompanying family members and invitees and shall remain liable for**  
556 **any damage or injury to the Property caused by said guests or invitees. For**  
557 **any owner who rents or gives their apartment to guests when the owner will**  
558 **not be present, the following requirements must be followed:**

- 559 a. The owner or the owner's agent must notify Lae Nani staff of  
560 the names of their guests, and the dates of their occupancy in  
561 advance of the use.
- 562 b. . The owner or the owner's agent must provide a copy of the  
563 current version of Lae Nani's Short Form Rules to their guests.
- 564 c. Every owner with a guest or invitee in their apartment, and  
565 every guest with an invitee, shall place a copy of these Rules in  
566 their apartment in a prominent place where the guest or invitee  
567 may read them.
- 568 d. The owner or the owner's agent is responsible for providing the

569 guest with access to the apartment regardless of the time of day,  
570 and the owner/guest may not utilize the Association security  
571 personnel or staff for such purposes.

572 **13.** The owner shall at all times keep the Association informed of the  
573 owner's agent on Kaua'i, if any, and the Association staff may contact the  
574 agent to assist a guest of the owner's unit, if necessary. The owner is  
575 responsible for notifying any such agent of these Rules and these procedures.  
576 The owner is responsible for notifying his/her guests of any on-island agent  
577 and his/her contact information.

578 **14.** Modifications, upgrades, and/or repairs to your apartment may  
579 require Board, Design Review Committee and General Manager approval.  
580 Please inquire with the Lae Nani Office for further information pertaining to  
581 Lae Nani Design Review Application Packet and necessary approval projects  
582 including but not limited to: air conditioning, bathroom remodel, ceiling fans,  
583 ceiling exhaust fan, closet to shower conversions, entry decks, lanai decks  
584 and tile, lanai ceiling fans, entry door closers, entry door screens, 2<sup>nd</sup> & 3<sup>rd</sup>  
585 floor flooring, all windows, fixed panes and sliding doors, kitchen entry  
586 relocation, lanai ground floor tile. See Lae Nani's current Design Review  
587 Application Packet for improvements or changes that require design review.

588 **15.** Smoking of any substance is not permitted anywhere on the  
589 Property, including lanais, patios or within the units, except in designated  
590 smoking areas outdoors, provided that precautions are taken to prevent smoke  
591 from traveling to apartments or the enclosed common elements. "Smoking"  
592 includes but is not limited to medical marijuana and tobacco in cigarettes,  
593 pipes, e-cigarettes, and cigars.

594 **16.** No activity shall be engaged in, and no substance introduced into or  
595 manufactured within the Property which might result in a violation of the law,  
596 cancellation of insurance or an increase in insurance rates of the Property.

597 **17.** If an owner or guest have invitees to the Property, the owner or guest  
598 must accompany the invitees at all times.

599 **18.** Feeding birds or feral animals on the Property, at any time, is  
600 prohibited.

601 **VII. Common Areas**

602 **1. Soliciting.** Neither soliciting of goods and services nor religious,  
603 charitable, or political solicitation shall be permitted on the Property;  
604 provided, however, that the solicitation of proxies and distribution of  
605 materials relating to Association matters on common elements by apartment  
606 owners, shall be permitted, subject to rules regulating reasonable time, place  
607 and manner established by Board. No interference with a resident's right of  
608 ingress or egress, including as a pedestrian or in a vehicle, will be tolerated.  
609 Should this situation be encountered, the owner or guest concerned should  
610 immediately report the complaint to the General Manager who may take  
611 steps as may be necessary to remedy the situation.

612 **2.** Surfboards, bicycles, and similar items shall not be left or allowed  
613 to stand on any part of the premises, other than within the confines of any  
614 apartment or within a designated space. Bicycles may NOT be stored in the  
615 parking area other than at designated bicycle racks. Bicycles may only be  
616 stored at designated bike racks or in the bike shed.

617 **3.** Bicycles, skateboards, rollerblades, roller-skates or scooters and  
618 related vehicles may not be operated on walkways or sidewalks, on the  
619 Property other than on the parking lot. Bicycles may not be left unattended,  
620 with the kickstand in use or not, on any common element other than the  
621 Bicycle Storage Shed or bicycle racks. No motorized scooters or bicycles  
622 may be brought into the building or onto the grounds other than in the parking  
623 lot; provided, however, that wheelchairs, walkers, and similar mobility  
624 devices are permitted.

625 **4.** The General Manager must be informed of any pending moves and  
626 deliveries of large items.

627 **5. Protection of the Common Areas.** Furniture, furnishings, and  
628 equipment of the common elements have been provided for the safety,  
629 comfort, convenience, and aesthetics of all residents and, therefore, shall not  
630 be altered, extended, or removed or transferred to other areas without the  
631 advance approval of the Board or the General Manager.

632 **6. Responsibility for damage.** Each apartment owner shall be held  
633 personally responsible for any theft, damage, or destruction to any common  
634 or limited common element caused by themselves, their children, their guests,  
635 or any invitee onto the property.

636 **7.** A responsible person shall supervise children at all times in the

637 common areas.

638 **8. Use of the grounds.** Walkways, entryways, stairways, building  
639 entrances, driveways, and other similar common elements shall be used  
640 strictly for ingress and egress from the parking and unit areas, and must be  
641 at all times kept free of obstructions. Only the following personal property  
642 may be located in the entry landing area: doormat, decorative plants, and  
643 small bench.

644 **9. Recreational Areas (pool and tennis court).** Recreational areas  
645 may be used only by owners, guests and invitees. Owners and guests may  
646 have no more than three invitees per apartment using the recreational areas at  
647 any given time and must accompany the invitees at all times.

648 **10. Allowable items in Entry Areas:**

649 a. Doormats

650 i. Maximum dimensions are 18" x 36".

651 ii. Must be located at the doorstep.

652 iii. Maintained in a clean condition.

653 b. Plants:

654 i. Plants must be kept in good condition, regularly pruned,  
655 and trimmed or plants will be removed by the  
656 Association. Removed plants may be reclaimed at the  
657 General Manager's office. Removed plants may be  
658 reclaimed at the General Manager's office and if not  
659 claimed will be disposed of according to Hawaii State  
660 Law.

661 ii. Residents are responsible for cleaning and removing  
662 all dirt and debris generated by their plants in entry and  
663 Lani areas. The building staff will not assist by  
664 cleaning plants and plant debris.

665 iii. Catch pans or saucers must be placed under all plant  
666 pots to prevent damage to the flooring.

667 iv. The cost of repairs to common elements resulting from  
668 the plants or their irrigation will be charged to the  
669 apartment owner.

- 670 c. Shoes, umbrellas, shoe racks, umbrella racks, and strollers.

671 **11. Prohibited Items in Entry Areas:**

672 **No** items (e.g., bicycles, storage lockers, or surfboards) other than  
673 those mentioned in Part VII.8 of these House Rules are allowed on  
674 landings. Residents who violate the guidelines in Part VII.8 of these  
675 House Rules will be issued a written citation by the General  
676 Manager and asked to promptly resolve the violation by removing  
677 the offending articles. If the situation is not corrected within three  
678 (3) days of the citation, the General Manager will remove items, and  
679 the owner will be subject to a fine as discussed in these Rules. Plants  
680 will be discarded, and pots held for a reasonable time. Removed  
681 plants may be reclaimed at the General Manager's office and if not  
682 claimed and will be disposed of according to Hawaii State Law

683 **12. Laundry Room**

- 684 a. Machines are first come first served for owners, owners'  
685 agents, and guests of Lae Nani.
- 686 b. **The Laundry Room hours of operation are 8:00 A.M.**  
687 **to 10:00 P.M. daily.**
- 688 c. The washer and dryer machines must be left in a clean  
689 condition and cleaned of any debris left behind from usage.
- 690 d. Quarters may be available for exchange at the Lae Nani  
691 Office, please inquire with a staff member.
- 692 e. Clothes must be removed from machines promptly after the  
693 wash or dry cycle.
- 694 f. Please report any equipment outages to Lae Nani  
695 Management and/or staff members.
- 696 g. Do not overload the machines.
- 697 h. Do not use an excessive amount of laundry detergent. Only  
698 manufacturer-recommended amounts of a High-Efficiency  
699 ("HE") type of detergent may be used.
- 700 i. The Association is not responsible for lost, missing, or  
701 damaged items while using equipment.

702 **13. Barbecue grills**

- 703 a. Barbecue grills are first come first served for  
704 owners/residents and their guests of Lae Nani.
- 705 b. Grills must be left in a clean condition.
- 706 c. Grills may never be left unattended while cooking. Grills  
707 and accompanying gas lines must both be turned in the off  
708 position prior to leaving the area.
- 709 d. Grill hours are 8:00 a.m. to 10:00 p.m., daily.

710 **VIII. Parking**

711 1. Parking at Lae Nani is for owners and registered residents and  
712 guests ONLY. One and two-bedroom apartments are entitled to a maximum  
713 of one (1) parking space, and three-bedroom apartments are entitled to a  
714 maximum of two (2) parking spaces. Only motor vehicles may be left in a  
715 parking space and only one motor vehicle may be parked in any one parking  
716 space. A maximum of two motorcycles may be parked in one parking space.  
717 Parking in an accessible parking space (aka disabled space) constitutes one  
718 parking space attributable to an apartment. Boats and jet skis are not  
719 considered motor vehicles for parking purposes and may not be left in a  
720 parking space. All non-owner apartment occupants must be registered at the  
721 Lae Nani office by emailing the General Manager at:

722 [generalmanager.laenaniaoao@gmail.com](mailto:generalmanager.laenaniaoao@gmail.com) or  
723 [Marjvaoolaenani@gmail.com](mailto:Marjvaoolaenani@gmail.com)

724 or by going to <http://Laenani.net.p/For-Guests>, and providing the  
725 following information:

- 726 1.--Name of guests in apartment,  
727 2.--Apartment number,  
728 3.--Car color and type,  
729 4.--License number,  
730 5.--Phone number,  
731 6.--Arrival and departure dates

732 You may also email this information to [laenaniparking@gmail.com](mailto:laenaniparking@gmail.com).

733 Failure to register the vehicle in this manner will result in the  
734 unregistered vehicle being towed. Parking stalls may be reserved for  
735 owners.

736 2. Invitees and non-registered guests are not authorized to park in the  
737 parking lot.

738 3. Damage to cars and other objects or common areas shall be the  
739 responsibility of the person causing the damage. Neither Lae Nani AOA,  
740 its Board, General Manager, nor any Association employee assumes any  
741 responsibility or liability whatsoever for any damage to or theft of any  
742 vehicle or vehicle contents located on the Property.

743 4. All unauthorized parking will be subject to being towed without  
744 notice at the violator's expense. Towing vehicles improperly parked in stalls  
745 reserved for an individual apartment or in all other areas, may be authorized  
746 by the General Manager, Association staff, or Security. The person  
747 authorizing the towing MUST remain in the area to direct the towing vehicle  
748 to the scene and sign the required paperwork.

749 5. No major and/or non-emergency repairs to vehicles, boats,  
750 surfboards, motorcycles, motorbikes, or other equipment are permitted on  
751 the premises. No racing of motors or excessive revving is permitted.

752 6. Vehicles shall travel at a speed of not more than 5 miles per hour.  
753 Drivers are expected to observe traffic signs for the safety of all.

754 7. No vehicle shall be parked in such a manner as to impede or prevent  
755 ready access to any entrance or to any exit from the building by another  
756 vehicle.

757 8. All vehicles parked in the parking area must be in operating  
758 condition with current vehicle license, registration, and safety stickers  
759 required by law.

760 9. The keys for an owner's (who are absent from the Property for more  
761 than 45 days) vehicle which (with the General Manager's written consent)  
762 have been left at Lae Nani) must be supplied to the General Manager. The  
763 General Manager may designate parking locations for stored vehicles.

764 10. A long term resident (over 45 days) or owner may have a specific  
765 parking space for private use, which will be marked "reserved."

766 11. Vehicles may be parked or left unattended only in designated  
767 parking spaces. Vehicles must be centered in parking spaces to prevent  
768 crowding or blocking passages. Sidewalks, driveways, and parking areas  
769 must not be obstructed. All nonowner vehicles parked on Lae Nani Property

770 must register with the General Manager as provided herein.

771  
772 **IX. Animals on the Property**

773 **SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS**  
774 **("Assistance Animals")**

775 Notwithstanding anything to the contrary set forth in these Rules, only  
776 animals upon which disabled residents or guests depend for assistance  
777 (collectively, "Assistance Animals") shall be permitted to be kept by such  
778 residents and guests in their apartments and on the common elements.

779 Except as required by and subject to State and/or Federal law, no animals  
780 other than Assistance Animals are allowed on the Property by any owner,  
781 guest, or invitee.

- 782 1. All Assistance Animals must be registered with the General  
783 Manager within 24 hours of arrival on the Property. Assistance  
784 Animals shall not be bred, kept, or used for any commercial  
785 purpose and may not go into the swimming pool.
  
- 786 2. If the disability giving rise to the need for an Assistance Animal is  
787 not obvious, the General Manager may ask for written verification  
788 from a treating health care professional, mental health professional,  
789 social worker, or other person qualified to give an opinion that:
  - 790 a. the person is disabled within the meaning of the law (i.e.,  
791 has a physical or mental impairment that substantially  
792 limits one or more major life activities).
  
  - 793 b. the Assistance Animal is needed by the person while  
794 staying at Lae Nani to alleviate one or more symptoms of  
795 the person's disability.
  
  - 796 c. the disability requires a reasonable accommodation; and
  
  - 797 d. the reasonable accommodation is the Assistance Animal  
798 at issue (i.e., the relationship between the animal and  
799 disability).

800 Note: In HUD's experience, documentation issued through  
801 internet websites is not, by itself, sufficient to reliably

802 establish that an individual has a non-observable disability or  
803 disability-related need for an Assistance Animal

804 **3. Owners of Assistance Animals shall comply with the following**  
805 **rules:**

- 806 a. Observe applicable laws, including leash laws and pick-  
807 up laws.
- 808 b. Assume responsibility for any damage caused by the  
809 animal.
- 810 c. Clean up the animal's waste.
- 811 d. Have proof of Kauai microchip. (All dogs and cats on  
812 Kauai are required to have a current microchip. Proof  
813 that animal was microchipped with a 15-digit, non-  
814 encrypted ISO 11784 pet microchip outside of Kauai is  
815 sufficient.)
- 816 e. Have the animal vaccinated, with documentation of  
817 vaccinations.
- 818 f. Have the animal under the control of its handler, by use of  
819 a harness, leash, tether, cage, or other physical control.  
820 For the purpose of this requirement, when in any common  
821 area the animal must be on a short leash or tether under  
822 the constant control of its handler unless the handler has  
823 demonstrated to the General Manager that the animal can  
824 be strictly controlled by voice command.
  - 825 i. If the nature of the disability makes physical  
826 control impracticable, or if physical control  
827 would interfere with the assistance that the  
828 animal provides, the animal must be otherwise  
829 under the control of its handler, by voice control,  
830 signals, or other effective means.
- 831 g. Have the animal meet minimum sanitary standards.

832 **X. Tennis/Pickle Ball Court Rules**

- 833 **1. The use of the tennis/pickle ball court is restricted to Lae Nani**

834 owners, residents, and their guests. A resident may invite up to three (3)  
835 non-registered guests to play with the resident. Residents must either play  
836 with their guests or be present on the court when the guests are playing.  
837 Pickle Ball may also be played on the tennis/pickle ball court.

838 2. Use of the court is on a first come first served basis with no  
839 reservations.

840 3. The court may be used for one (1) hour with a MAXIMUM OF  
841 THREE (3) HOURS PER DAY PER APARTMENT. Court time may not  
842 be borrowed or loaned from one apartment to another.

843 4. Shoes worn on the tennis court shall be tennis or sailing/deck shoes  
844 only. No black rubber, leather soled, or heeled shoes may be worn on the  
845 court. Violators will lose their tennis privileges for a period of two (2)  
846 months and be required to pay for repairs to the court surface caused by their  
847 footwear.

848 5. The tennis/pickle ball court shall be kept clear of all food, beverages,  
849 and rubbish excepting non-breakable drink containers. Violators will lose  
850 tennis privileges for one (1) month for each violation. Glass or other  
851 breakable containers shall not be brought onto the tennis court area.

852 6. Court hours are from 8:00 A.M. to sunset daily. No playing on a  
853 wet court.

## 854 XI. Swimming Pool

855 1. The swimming pool and surrounding areas are for the exclusive use  
856 of owners, their guests, and invitees. Up to three visitors (accompanied by  
857 the owner or guest). The swimming pool gate shall be kept closed and  
858 locked, whether the pool is in use or not. If a person or group does not have  
859 the pool gate combination to open the gate or otherwise identify themselves  
860 as an owner or guest, if asked by security personnel or the General Manager,  
861 entry is to be denied. Trespassers will be prosecuted.

862 2. Showers are required before entering the pool. A bather leaving the  
863 swimming pool to use the toilet shall take a second cleansing shower before  
864 returning to the swimming pool.

865 3. Minors under the age of 14, inexperienced swimmers and non-  
866 swimmers must be accompanied and supervised **AT ALL TIMES** by an  
867 experienced swimmer, who will be responsible for their conduct and safety

868 while in the pool area.

869 **4.** Horseplay, running, screaming, jumping, diving or other boisterous  
870 conduct is not permitted in the pool area, nor is any splashing of water other  
871 than that accompanying normal swimming. Rude behavior toward anyone,  
872 making unreasonably excessive noise, climbing over the fence or gate, or  
873 onto any of the pool structures is prohibited.

874 **5.** Glass or other breakable containers shall not be brought into the  
875 pool area. Food and drinks are allowed in the pool area in non-breakable  
876 containers.

877 **6.** Spitting, spouting water, or blowing the nose in the pool are  
878 prohibited.

879 **7.** Registered Assistance Animals are allowed on the pool deck, but  
880 they are not allowed in the pool.

881 **8.** Appropriate swimming apparel is required for swimming and/or  
882 sunbathing at the pool.

883 **9.** A Lifeguard is not provided in the pool area. Owners and their  
884 guests and their invitees use the swimming pool at their own risk.

885 **10.** No surfboards or boogie boards. The use of recreational items or  
886 small floatation devices is allowed in the pool as long as they don't restrict  
887 the use or enjoyment of the pool. If anyone in the pool complains that  
888 someone's use of recreational items or small floatation devices is restricting  
889 their use or enjoyment of the pool, such use must be immediately  
890 discontinued.

891 **11.** Care is requested in the use of pool equipment. Chairs, lounges, etc.  
892 are to be returned to their proper places when they are no longer in use.  
893 Recreational use of specialized pool equipment (hoses, skimmers, etc.) or  
894 safety equipment (life rings, etc.) is prohibited.

895 **12.** Pool lounges may not be reserved or taken to the sandy beach, the  
896 lawn or to an individual's apartment.

897 **13.** Diving into the pool is prohibited. Throwing or pushing (or in any  
898 other manner against a person's will) anyone into the pool is prohibited.

899 **14.** Any person having an infectious or communicable disease shall be

900 excluded from the swimming pool. People who have any open blisters, cuts,  
901 etc. shall be warned that these are likely to become infected and advised not  
902 to use the swimming pool.

903 **15.** Headphones are required for radios and electronic equipment.

904 **16.** The swimming pool shall be immediately closed for cleaning in the  
905 event of an accidental fecal or vomit discharge. All bathers shall be ordered  
906 to leave the swimming pool until such substances are removed. The  
907 swimming pool shall be disinfected before the pool is reopened for use.

908 **17.** Umbrellas are not allowed at the pool.

909 **18.** Pool hours are from 8:00 a.m. to 10:00 p.m. daily.

910 **19.** Violation of any of the above swimming pool rules can result in the  
911 suspension of pool privileges. Offenses should be immediately reported to  
912 the General Manager or Property Security.

913 **XII. Bicycle Storage Shed**

914 **1. Bicycle.** For the purpose of this section, “bicycle” is defined as a  
915 two wheeled vehicle powered solely by foot pedal. Only bicycles and  
916 related accessories (seats, helmets, locks) may be stored in the Lae Nani  
917 Bicycle Storage Shed.

918 **2. Bicycle Shed.** The bicycle storage shed is a dedicated building  
919 located on the southern edge of the property off the upper parking lot  
920 adjacent to Lanikai, at the end of Building 4. (“shed”)

921 **3.** The Bicycle Storage Shed is provided by the Association as an  
922 accommodation solely for the convenience of its owners. The Board and  
923 Management reserve the right to stop offering the Bicycle Storage Shed  
924 space at any time.

925 **4.** The Association will provide maintenance of the bicycle racks and  
926 the shed. No modifications shall be made without prior written  
927 authorization from the General Manager.

928 **5.** The Association is not liable for loss of or damage from any case

929 whatsoever to any bicycle, accessory or personal property stored in the  
930 Bicycle Storage Shed. Owners **and guests** use the Bicycle Storage Shed at  
931 their own risk. Owners are responsible for the security of their stored  
932 bicycle and are duly informed that theft of items from the Property has  
933 occurred in the past. No Lae Nani employee or individual Board member  
934 can alter this denial of liability either orally or otherwise.

935 **6.** Each bicycle stored must be registered with the Lae Nani Office and  
936 bear any required physical identification (e.g., identification sticker).  
937 Priority for the use of the Bicycle Storage Shed is on a first come, first served  
938 basis.

939 **7.** Subject to availability, an owner may be allowed to store more than  
940 one bicycle in the Bicycle Storage Shed. However, if others are waiting for  
941 space, initial registration beyond one bicycle per apartment may not be  
942 granted or an existing bike registration may not be renewed to allow the  
943 other residents storage opportunities. Renewal periods will coincide with  
944 annual registration fee payments.

945 **8.** Owners are encouraged to mark their bicycles with their apartment  
946 numbers. The Association may post registration information (e.g., cross-  
947 referencing sticker numbers with owners) within the Bike Storage Shed.

948 **9.** The Board may charge a non-refundable annual fee per bicycle  
949 stored. The initial rate shall be \$100 per bicycle initially to be assessed as  
950 of May 1, 2026, and annually thereafter on May 1 each following year. The  
951 non-refundable annual fee may be changed by Board resolution. The  
952 purpose of such a fee is to incent owners to remove unused bicycles, given  
953 the limited capacity of the facility. Any fees collected will be deposited in  
954 the general accounts of the Association. The Association may use such  
955 funds for bicycle-related uses if it wishes but that is not required.

956 **10.** No bicycle or accompanying accessories shall be stored where any  
957 part thereof extends into an adjoining space, depriving another owner of  
958 sufficient space to store their bicycle.

959 **11.** Bicycles and related equipment shall not be stored in a way that may  
960 endanger or cause harm to any resident or their personal property or impede

961 access to other bicycles.

962 **12.** Owners are encouraged to leave the spots closest to the entrance for  
963 use by currently active bikers. Bikes not currently in use should be moved  
964 to the back of the shed.

965 **13.** An owner's bicycle must be maintained in good condition as  
966 determined in the sole and absolute discretion of the General Manager  
967 and/or Board.

968 **14.** Unregistered bicycles shall be considered abandoned (after any  
969 attempted notice) and will be disposed of according to Hawaii State Law.

970 **15.** Any owner with a bicycle in the shed may cure another owner's  
971 violation of sections 10-12 above, taking care to treat the other owner as  
972 they would wish to be treated themselves if they were in violation of these  
973 Rules. Alternatively, an owner may request Association staff assistance.  
974 Such remedial action may include removing locks if needed. Disposing of  
975 unregistered or unmaintained bicycles is considered general maintenance of  
976 the shed and shall be done solely by staff, the Board, or their designee(s).

977 **16.** Administration of bike shed procedures will be done at the sole  
978 discretion of the Board or its designee(s).

### 979 **XIII. Watercraft Storage Shed.**

980 **1.** For the purpose of this section, watercraft is defined as a surfboard,  
981 paddleboard, kayak, or canoe. Only watercraft and related accessories  
982 (leash, fin/skeg, ama) may be stored in the Lae Nani Watercraft Storage  
983 Shed.

984 **2.** Lae Nani owners must have a current registration card on file prior  
985 to being allowed to store their watercraft in the Watercraft Storage Shed.  
986 The Watercraft Storage Shed is provided by the Association as an  
987 accommodation solely for the convenience of its owners and guests and  
988 invitees.

989 **3.** The Association is not liable for loss of or damage to any watercraft  
990 including accessories or personal property from any cause whatsoever.  
991 Residents use the Watercraft Storage Shed at their own risk. Owners are

992 responsible for the security of their stored watercraft and are duly informed  
993 that theft of items from the Property has occurred in the past. An owner  
994 with a registration sticker assumes all such risks. No Lae Nani employee or  
995 individual Board member can alter this denial of liability either orally or  
996 otherwise.

997 **4.** Lae Nani General Manager's Office will, on a first come/first serve  
998 basis and pending availability, register an apartment, and grant a one-year  
999 registration sticker to store a watercraft in the Watercraft Storage Shed.  
1000 Watercraft stored without a registration sticker shall be considered  
1001 abandoned and will be disposed of according to Hawaii State Law.

1002 **5.** Subject to availability, an apartment may have more than one  
1003 Watercraft Storage space. However, if an owner of another apartment is  
1004 waiting for a Watercraft Storage space, the owner's additional storage space  
1005 will not be renewed.

1006 **6.** If an owner fails to store a watercraft in their registered Watercraft  
1007 Storage space for ninety (90) consecutive days or more or fails to use their  
1008 watercraft two (2) times within a year, their registration sticker shall be  
1009 forfeited, and the space shall become available to another owner.

1010 **7.** The Association will provide maintenance of the watercraft stands.  
1011 No modifications to an existing watercraft stand shall be made without prior  
1012 written authorization from the General Manager.

1013 **8.** Lae Nani Watercraft Storage Shed has very limited space; no  
1014 watercraft shall be stored where any portion or part thereof extends into an  
1015 adjoining space depriving another resident of sufficient space to store their  
1016 watercraft.

1017 **9.** All sharp objects such as, but not limited to, a skeg or a paddle shall  
1018 not be stored in a way that may endanger or cause harm to owners, their  
1019 guests or invitees or their personal property. Watercraft shall not be stored  
1020 on top of one another.

1021 **10.** The Board reserves the right to end Watercraft Storage Shed space  
1022 at any time.

1023  
1024 THE END