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# HOUSE RULES

Approved November 13, 2025  
*Amended July 9, 2026*

## Table of Contents

I.	Introduction .....	2
II.	Emergency, Fire Safety and Evacuation Plan.....	2
III.	Enforcement of Property Rules and Regulations.....	6
IV.	General Rules and Regulations.....	8
V.	Use of the Property .....	10
VI.	Rules Pertaining to Apartments .....	11
VII.	Common Areas .....	17
VIII.	Parking.....	20
IX.	Animals on the Property .....	21
X.	Tennis/Pickle Ball Court Rules .....	23
XI.	Swimming Pool .....	24
XII.	Bicycle Storage Shed.....	26
XIII.	Watercraft Storage Shed .....	28

29           **I. Introduction**

30       To ensure the peace, tranquility, and wellbeing of the residents of Lae Nani  
31       (hereinafter called the “Property”), the following House Rules and  
32       regulations have been adopted and shall be enforced by the Board of  
33       Directors through its General Manager, and other authorized agents.

34       The purpose of these House Rules (“Rules”) is to enable all occupants of Lae  
35       Nani to enjoy the Lae Nani environment to the fullest extent possible.  
36       Amendment of these Rules is authorized only by the Lae Nani Board of  
37       Directors.

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

41       These Rules complement the Declaration of Horizontal Property Regime of  
42       Lae Nani (Original and Restated) (Declaration”) and current By-Laws of the  
43       Association of Apartment Owners of Lae Nani, Inc (“By-Laws) and do not  
44       change the obligations contained therein. Wherever there is a conflict  
45       between these Rules and the Declaration and By-Laws, the provisions  
46       contained in the Declaration and By-Laws shall govern. These Rules may be  
47       amended from time to time by the Board of Directors and shall be effective  
48       as detailed by the laws of the State of Hawaii.

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

53       The General Manager has the authority and responsibility to enforce these  
54       Rules. All owners, occupants, tenants, and their guests must observe these  
55       Rules as well as other reasonable standards of conduct.

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

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

63 **FIRE SAFETY:** Lae Nani is not equipped with an automatic fire sprinkler  
 64 or alarm system. Each unit is equipped with at least two smoke detectors.  
 65 One smoke detector is located in the living room. The other is located in the  
 66 hallway by the bath and bedroom doors. Fire extinguishers are located  
 67 outside the units in the stairwell going up to the units.

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

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

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

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

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

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

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

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

88 A. Use the telephone to call for help.

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

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

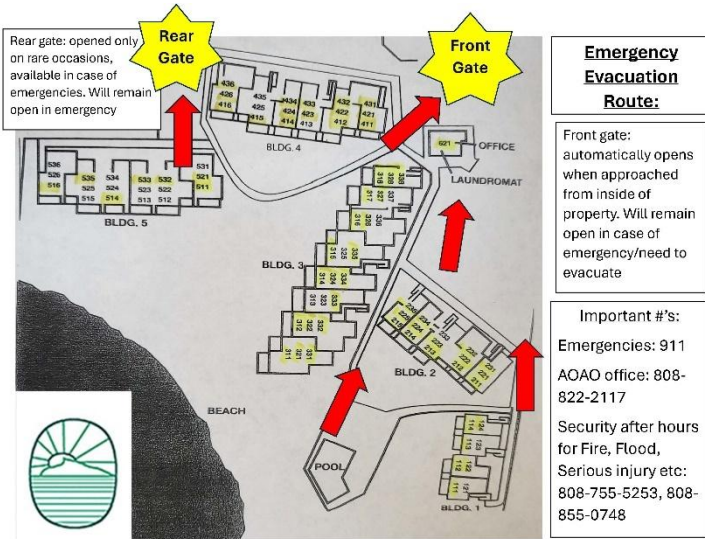
- 92 towels.
- 93 **D.** Place wet sheets and towels under doors and over vents.
- 94 **E.** Open a window slightly, stay low and close to the window.
- 95 **F.** Wait for help or rescue.

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

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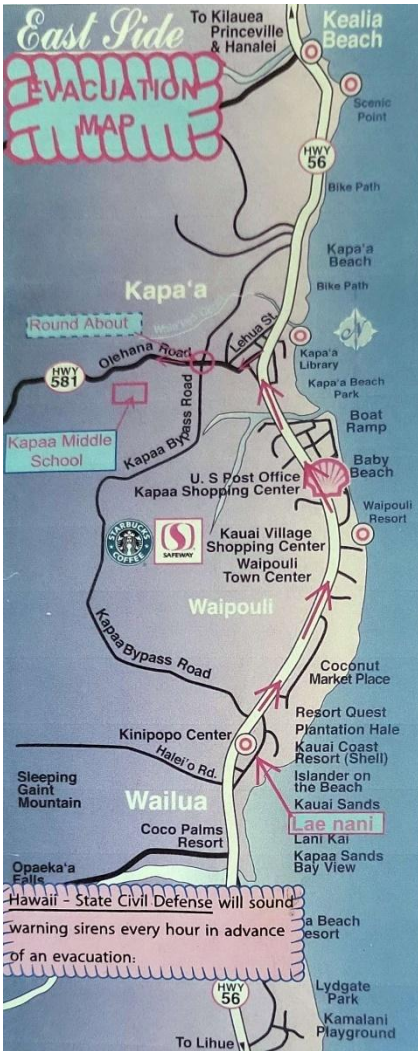
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**Evacuation Plan**



111  
 112  
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114 **Tsunami Evacuation Route**



122 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/Olohena Road. Continue straight through round-about and follow signs for Kapa’a Middle School- this is the Public Shelter.

134  
135 **III. Enforcement of Property Rules and Regulations**

136 *[Amended July 9, 2026]*

137 VIOLATION OF ANY RULES ADOPTED BY THE BOARD OF  
138 DIRECTORS GIVES THE BOARD OF DIRECTORS OR THE  
139 PROPERTY MANAGER THE RIGHT TO:

- 140 1. Enter the apartment in which the violation exists; put an end to and  
141 remove, at the expense of the apartment owner, the structure, thing,  
142 or condition that exists contrary to the intent of these Rules; and  
143 not be guilty of trespass.
- 144 2. Enjoin, abate, or remedy by legal proceedings, either at law or in  
145 equity, continuance of the violation and to collect all attendant  
146 costs from the apartment owner.
- 147 3. Levy fines for violations as set forth below.

148 Except as it pertains to fines assessed for failure to pay maintenance fees on  
149 time, fines assessed for violation of these Rules will be levied according to  
150 the following procedures. All fines will be assessed to the owner's account  
151 and if not paid within 30 days, the fine shall become a lien on the owner's  
152 apartment.

153 **First Violation:** The owner will be informed of the violation verbally or in  
154 writing by the General Manager of his/her designee. Within five business  
155 days the General Manager will confirm the violation in writing specifying the  
156 time period by which the correction is to be made. In the case of  
157 tenants/renters/guests, a copy of this correspondence will be forwarded to the  
158 tenant/renter/guests, with the original going to the owner.

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

163 In the case of renters/tenants/guests, the Board may at any time demand  
164 eviction if the resident (or a guest) shows disregard for the safety of the other  
165 residents of the Lae Nani community.

167 **Second Rule Violation within 12 months (Need not be a violation of same**  
 168 **rule):** No notice or opportunity to cure is required before a fine is assessed.  
 169 The owner will be fined \$75 or a greater or lesser amount as determined by  
 170 the Board. The fee will be assessed to the owner's account and demand sent  
 171 by the General Manager on behalf of the Board.

172 **Third Rule Violation within 12 months (Need not be a violation of same**  
 173 **rule):** No notice or opportunity to cure is required before a fine is assessed.  
 174 The owner will be fined \$150 or a greater or lesser amount as determined by  
 175 the Board. The fee will be assessed to the owner's account and demand sent  
 176 by the General Manager on behalf of the Board.

177 **Fourth and Subsequent Rule Violation within 12 months (Need not be a**  
 178 **violation of same rule)** No notice or opportunity to cure is required before a  
 179 fine is assessed. The owner will be fined \$250 or a greater or lesser amount  
 180 as determined by the Board. The fee will be assessed to the owner's account  
 181 and demand sent by the General Manager on behalf of the Board.

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

186 **Failure to pay Maintenance Fees on Time:** A fine of \$150 will be  
 187 automatically assessed for an owner's failure to pay maintenance fees when  
 188 due.

189 **Appeals:** Appeals may be filed according to the following guidelines:

190 **a)** The owner may appeal within 30 days of the date of the notice of  
 191 violation or levy of fine, whichever occurs first.

192 **b)** The appeal shall be sent by email and/or certified mail, return  
 193 receipt requested, to the General Manager.

194 **c)** The date of mailing as certified by the Post Office or date of email  
 195 shall constitute the Date of Appeal.

196 **d)** The notice must contain a copy of the applicable notice of  
 197 violation or levy of fine, a statement of the facts of the violation, the

198 reasons for the appeal, and the names and addresses of witnesses, if  
199 any.

200 **IV. General Rules and Regulations**

201 1. No side entry gate and parking lot gate lock combination or pool  
202 area gates combination will be given, transferred, or shared to any non-  
203 registered guest or anyone not an employee of the Association. Such codes  
204 may be given by an owner to on-island agents, cleaners and workers hired  
205 by the owner.

206 2. Nothing shall be allowed, done, or kept in a unit or common area of  
207 the Property that would overload or impair the floors, walls, or roofs thereof,  
208 or cause any increase in the ordinary premium rates or the cancellation or  
209 invalidation of any insurance thereon maintained by or for the Association.  
210 No noxious, offensive activity or nuisance shall be allowed on the Property.

211 3. Complaints and suggestions regarding the building shall be made in  
212 writing to the Board of Directors or the General Manager.

213 4. FIREWORKS. There is to be NO shooting of fireworks of any type  
214 at any time in, from, or around the building or common areas or limited  
215 common areas, or lanais. Fireworks may not be stored in an apartment for  
216 any period of time.

217 5. Lae Nani employees and outside contractors hired by Lae Nani are  
218 to be directed solely by the General Manager. During working hours, they  
219 may not be diverted to the private business or employment of any owner,  
220 occupant, or guest.

221 6. Unit Locks. The Board of Directors and/or the General Manager  
222 shall retain a passkey and/or combination to each unit for emergency  
223 purposes only. Owners can submit them to the Board of Directors in writing  
224 to request their lock/key and/or code to a unit to be changed. Owners shall  
225 provide the General Manager with a current entry door code and shall update  
226 that information if such code is changed.

227 7. With Design Review Approval owners may install their own front  
228 door lock for which the owner will provide the General Manager with the  
229 current entry door code and shall update that information if such code is  
230 changed. In addition, should an owner install their own lock the AOAO  
231 shall no longer have the responsibility to maintain, replace, or repair that

232 front door lock.

233 **8. Registration.** Owners/Agents are responsible for informing the Lae  
234 Nani Office of any guests staying in their unit in advance along with their  
235 duration of stay.

236 Each owner who will be absent from Hawaii for more than thirty days must  
237 designate a local representative to conduct periodic inspections of their  
238 closed apartment. The Lae Nani General Manager must be informed in  
239 writing of the representative's name, address, and phone number. Each  
240 agent handling rentals, periodic, transient, and/or temporary occupancy shall  
241 register with the General Manager their name, address, business, and  
242 residence telephone number and other data as may be required in case of  
243 emergency, as well as all units that are under their agency. If an owner  
244 changes a rental or listing agent, the owner is required to communicate to  
245 the General Manager the name, address, and telephone number of the new  
246 rental or listing agent.

247 **8. Realtors.** Realtors may not place lock boxes on Lae Nani property,  
248 including any entry doorknobs. Lock boxes found on property will be  
249 removed immediately by Lae Nani employees.

250 **9.** Requests for exterior repairs and maintenance shall be submitted in  
251 writing to the General Manager, who shall determine whether the requested  
252 repairs and/or maintenance are the responsibility of the Lae Nani AOA or  
253 the owner/resident. Any decision of the General Manager may be appealed  
254 to the Board in writing within ten (10) days following the communication  
255 of the General Manager's decision.

256 **10.** Repairs and maintenance of unit interiors are the responsibility of  
257 each resident/owner. It is the responsibility of each resident to maintain  
258 their unit in a sanitary condition and the equipment and fixtures located  
259 therein in such manner as not to cause damage to other units or the common  
260 elements or to interfere with the right of enjoyment to which other occupants  
261 are entitled.

262 **11. Mail. Mail pickup time is from 9:00 A.M. to 3:30 P.M.** Monday  
263 through Friday. All mail (including parcels) for Lae Nani owners or  
264 residents is delivered to the Lae Nani Office at Building 6. Mail is sorted  
265 and placed in individual unit mail slots for pickup. Only the mail listed  
266 recipient will be authorized for pick up. The mail's listed recipient may call  
267 in advance to Lae Nani Office to provide authorization for another

individual to pick up item(s); a photo identification may be required.

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

- a. Weekdays not during office hours until 10:00 P.M. and on Saturday and Sunday/Holidays all hours: \$50.00

**V. Use of the Property**

1. The units of the Property shall be used only for their respective purposes as set forth in the Declaration and for no other purpose. Apartments may be used only as residences and not for business.

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

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

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

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

302 common elements.

303 6. No unit owner shall paint, decorate, or landscape any door or  
304 entrance to a unit except in accordance with standards therefore established  
305 by the Board of Directors, or by specific plans approved in writing by the  
306 Board.

307 7. No occupant shall make unreasonably loud noise including the use  
308 of musical instruments, radios, televisions, amplifiers, and other items that  
309 may disturb other residents. Residents and guests using stairwells,  
310 walkways, and parking areas at night or early in the morning should keep  
311 noise to a minimum. Headphones are required to listen to radios and  
312 electronic equipment in the pool area.

313 8. Textile items (towels, beach wear & clothing), brooms, mops,  
314 cartons, luggage, rugs, beach towels, or other objects shall not be hung from  
315 the windows, lanais, lanai railings, door hooks, or facades of the Property.  
316 **No objects may be thrown from any window or lanai.** Racks, drying  
317 racks lines, door hooks or other similar devices may not be erected on the  
318 lanai for the purpose of hanging rugs, clothes, or any other item. The intent  
319 of this rule is to prevent an unsightly appearance of the exterior of the  
320 building.

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

324 10. No refuse, garbage, or trash of any kind shall be thrown, placed, or  
325 kept on any common elements of the Property outside of disposal facilities  
326 provided for such purpose. All refuse shall be properly bagged and disposed  
327 of in provided trash bins in accordance with County trash and recycling  
328 directives.

329 11. Second and third floor lanais may not be cleaned by hosing water  
330 unless they have first been swept and collected or vacuumed to remove any  
331 debris and lower lanai or patio residents warned before hosing begins.

## 332 VI. Rules Pertaining to Apartments

333 1. Occupancy to each apartment is limited to two people per bedroom  
334 plus two extra people (maximum) if the apartment has additional sleeping  
335 accommodations. Exceptions to this limitation may be granted by the Board

336 to comply with fair housing or other applicable laws or in its reasonable  
337 discretion at the request of any owner.

338 **2.** No awnings, shades, venetian blinds, window guards, or radio or  
339 television antennae or satellite dish shall be attached to, laid on, or hung  
340 from the exterior of the building or lanais or protruding through the walls,  
341 windows, or roof thereof, and no notice, advertisement, bill, posters,  
342 illumination, or other sign shall be inscribed or posted on or about the  
343 Property, except such as shall have been approved in writing by the Board  
344 of Directors or the General Manager, which approval may be granted or  
345 refused in the sole discretion of the Board of Directors or the General  
346 Manager, nor shall anything be projected from any windows of the building  
347 without similar approval. In order to facilitate the proper administration of  
348 the Property, the Board or an officer of the Board acting on its behalf, may  
349 authorize the placement of informational signs whose need could not have  
350 been anticipated before the last regular Board meeting.

351 Curtains and draperies placed against windows and doors shall be a  
352 neutral light color. Consult the General Manager regarding the proper  
353 shade. Each apartment must be equipped with an automatic front door  
354 closer.

355 **3.** All new owners must check in with the General Manager, complete  
356 a resident Registration Card, certify receipt of a copy of these Rules, obtain  
357 gate codes, and arrange for reserving a loading zone for household goods  
358 **(available ONLY Monday-Friday 9:00 a.m.-5:00 p.m.) (Office hours are**  
359 **subject to change from time to time due to staffing.)**

360 **4.** All radio, television or other electrical equipment of any kind or  
361 nature installed or used in each unit shall fully comply with all rules,  
362 regulations, requirements, or recommendations of the public authorities  
363 having jurisdiction. The unit owner alone shall be liable for any damage or  
364 injury caused by any radio, television, or other electrical equipment in such  
365 apartment owner's unit.

366 **5.** All noise from whatever source shall be controlled by the  
367 owner/renter/lessee/guests residing in Lae Nani so it will not disturb or  
368 annoy other residents of the building. Quiet hours are **10:00 P.M. to 8:00**  
369 **A.M.**

370 **a.** Guests staying in upper floor units - please be considerate of  
371 neighbors below by keeping noise to a minimum during quiet

372 hours so as not to disturb other guests' sleep. Running,  
373 jumping, and moving furniture are particularly troublesome and  
374 can wake your neighbors below. Your kindness and  
375 consideration are appreciated and will help ensure everyone has  
376 a wonderful stay at Lae Nani.

377 **6.** Neither the Board of Directors nor the General Manager is  
378 responsible for packages or other deliveries for goods or services. In similar  
379 fashion, they shall not be responsible for packages left in the walkways,  
380 landings, at doors of units or any other undesignated place on the premises  
381 nor for any article left with any employee, nor for any personal property  
382 placed or left in or about the buildings.

383 **7.** Potted plants may be placed on private lanais and entry landings.  
384 Waterproof or suitable containers shall be placed under all potted items.  
385 Proper safety precautions must be taken so that plants do not fall from lanais.

386 **8. HAZARDS.** No resident shall use or permit to be brought into the  
387 building or common areas anything deemed extra hazardous to life, limb, or  
388 property such as gasoline, kerosene, naphthalene, fireworks, or other  
389 explosives. Use of barbecues, hibachis, or tabletop pupu heaters is  
390 prohibited within the confines of a unit, on a lanai, on the common area or  
391 limited common area, except in the designated barbeque area.

392 **9.** Waterbeds are not permitted.

393 **10.** Lanais may be furnished appropriately with only neutral colors  
394 chairs, lounges, and small tables kept in an orderly manner, and shall not be  
395 used as a storage area.

396 **a.** Lanai furniture upholstery must be white, brown, tan, light gray,  
397 off-white, or beige in color. Furniture must **be kept clean** and  
398 in good repair.

399 **b.** No banner, sign, lettering, signals, or other objects may be  
400 displayed from any location.

401 **c.** No window exterior coverings, awnings, shade, or windbreak  
402 may be installed without written approval of the Board of  
403 Directors. The American flag may be displayed at all times.

404 **d.** Umbrellas.

405 Conditions for approval: No umbrella may be installed without  
406 prior written approval of the Board of Directors. Since its  
407 construction Lae Nani was and is in a beach/ocean resort area  
408 subject to sun, rain, wind, and other beach/ocean related  
409 conditions. It is the general policy of the AOA not to allow  
410 umbrellas on lanais or ground floor patios. The decision to  
411 allow an owner to use an umbrella on a patio or lanai is within  
412 the sole and absolute discretion of the Board of Directors  
413 irrespective of decisions made with regard to past or future  
414 umbrella applications. Use of an umbrella cannot, in the sole  
415 and absolute discretion of the Board, block the view of another  
416 apartment in any way. A justification of the sun shining into an  
417 apartment is not sufficient cause in and of itself. An owner-  
418 applicant must be in good standing and in compliance with all  
419 House Rules and cannot be in violation of any House Rule  
420 within six (6) months prior to his/her/its application for an  
421 umbrella. The approval of an umbrella application is the  
422 exception rather than the rule.

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

- 424 i. One color including pole and umbrella canopy. The  
425 same neutral color in the beige/khaki tones to  
426 coordinate with the property's exterior paint colors.  
427 (Color must be approved by the Board as part of the  
428 application.)
- 429 ii. Weighted and sturdy enough so that the umbrella will  
430 not blow away in a wind gust. Umbrellas may not be  
431 permanently anchored to the patio or lanai floor or  
432 railing. The weighted umbrella base must weigh a  
433 minimum of 25 lbs.
- 434 iii. Closed during windy weather conditions, at night,  
435 when sun is not shining on the apartment and  
436 whenever the apartment is not personally occupied  
437 by the owner.
- 438 iv. Maintained in good condition without tears or signs  
439 of wear as determined in the sole and absolute  
440 discretion of the General Manager and/or Board of  
441 Directors.
- 442 v. No larger than eight feet in diameter and must fit  
443 entirely on the lanai or patio without overhanging the

444 railing or extending beyond the patio area.

445 vi. Limited to one umbrella per unit.

446 vii. Not allowed on the lawn.

447 viii. The umbrella is only to be used by the owner of  
448 record while they are present in and occupying the  
449 unit. (e.g., the umbrella must be closed when the  
450 owner of record physically leaves the apartment for  
451 any period of time—even if it is only to go to the pool  
452 or beach)

453 ix. The umbrella needs to be locked in the owner’s closet  
454 when the owner of record is not occupying the unit.

455 x. The board may enact additional rules for the use of  
456 umbrellas.

457 Such approval may be revoked at the sole and absolute  
458 discretion of the General Manager or Board of Directors upon  
459 the owner’s breach of these House Rules, including but not  
460 limited to rules adopted with regard to umbrellas.

461 The Board may amend these rules and/or enact additional rules  
462 for the entitlement and/or use of such lanais. This is a  
463 temporary provision and will expire one year from its adoption  
464 unless extended or made permanent by the board.

## 465 11. Garbage.

466 a. Kitchen disposals shall be utilized solely for disposal of  
467 garbage. Disposal of large quantities of garbage, bones,  
468 corncobs, etc. is not recommended. Most disposal connections  
469 provide for only a 1½” pipe drain line that may be further  
470 restricted downstream with other pipe splits, junctions, etc.  
471 Consult your owner's manual for further details.

472 b. All garbage disposed of in the trash dumpsters shall be placed  
473 in plastic bags and well tied before being placed therein.

474 c. Bulky items are not allowed to be stored long-term on Property  
475 absent prior approval of the General Manager. Kapaa refuse  
476 station accepts bulky disposal; please inquire with the General  
477 Manager’s office about the policy and procedure to remove  
478 bulky items from Property.

479           **12.** Guests. Owners, residents, and occupants are responsible at all  
480 times for the conduct of their guests and shall remain liable for any damage  
481 or injury to the Property caused by said guests. For any owner who rents or  
482 gives their unit to guests when the owner will not be present, the following  
483 requirements must be followed:

- 484           a. The owner or the owner’s agent will notify the Lae Nani Office  
485 of the names of the renters or guests who will be using their unit  
486 and the dates of their occupancy in advance of the use.
- 487           b. The owner or the owner’s agent will provide a copy of the  
488 current version of Lae Nani’s short form Rules to the renter or  
489 guest.
- 490           c. Every owner who rents or gives their unit to a guest will place  
491 a copy of these Rules in their apartment in a prominent place  
492 where all occupants may read them.
- 493           d. The owner or the owner’s agent is responsible for providing  
494 access information or for checking in the renter or guest into the  
495 apartment regardless of the time of day and will not utilize the  
496 AOA security personnel or staff for such purpose unless  
497 approved by the Board of Directors.
- 498           e. The owner will at all times keep the AOA informed of the  
499 owner’s agent on Kauai and the AOA staff may contact the  
500 agent to assist the renter or guest when necessary. The owner  
501 is responsible for notifying their agent of these Rules and these  
502 procedures. The owner is responsible for notifying his/her  
503 guests of the on-island agent and his/her contact information.

504           **13.** Disputes between owners or the Association (through the General  
505 Manager’s office) must be settled amicably through arbitration or mediation  
506 of the offices of the Real Estate Commission in accordance with HRS 514B-  
507 121, 122, or after complete and good faith efforts via above, via trial de novo.

508           **14.** Modifications, upgrades and or repairs to your unit may require  
509 Board of Directors, Design Review Committee and General Manager  
510 approval. Please inquire with the Lae Nani Office for further information  
511 pertaining to Lae Nani Design Review Application Packet and necessary  
512 approval projects including but not limited to: air conditioning, bathroom  
513 remodel, ceiling fans, ceiling exhaust fan, closet to shower conversions, entry

514 decks, lanai decks & tile, lanai ceiling fans, entry door closers, entry door  
515 screens, 2<sup>nd</sup> & 3<sup>rd</sup> floor flooring, all windows, fixed panes and sliding doors,  
516 kitchen entry relocation, lanai ground floor tile. See Lae Nani's current  
517 Design Review Application Packet for improvements or changes that require  
518 design review.

519 **15.** Smoking of any substance is not permitted. This includes but is not  
520 limited to medical marijuana and tobacco in cigarettes, pipes, e-cigarettes,  
521 and cigars. Smoking is not permitted on the lanais, patios or within the units.  
522 Smoking shall be permitted outdoors, only in smoking areas designated by  
523 the Board.

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

527 **17.** If an owner, resident, or guest have visitors to the Property, the  
528 owner, resident, or guest must accompany the visitors at all times.

529 **18.** Feeding birds or animals at any time is prohibited.

## 530 **VII. Common Areas**

531 1. Soliciting. Neither soliciting of goods and services nor religious,  
532 charitable, or political solicitation shall be permitted on the Property. No  
533 interference with a resident's right of ingress or egress, as a pedestrian or in  
534 a vehicle, will be tolerated. Should this situation be encountered, the resident  
535 concerned should immediately report the complaint to the General Manager  
536 who may take steps as may be necessary to remedy the situation, including  
537 calling the police.

538 2. Surfboards, bicycles, and similar items shall not be left or allowed  
539 to stand on any part of the premises, other than within the confines of any  
540 unit or within a designated space. Bicycles may NOT be stored in the parking  
541 area other than at designated bicycle racks. Bicycles may only be stored at  
542 designated bike racks or in the bike shed.

543 3. Bicycles, skateboards, rollerblades, roller-skates or scooters and  
544 related vehicles may not be operated on walkways or sidewalks, or inside any  
545 part of the Property. Bicycles may not be left unattended, with the kickstand  
546 in use or not, in any part of the Property. No motorized scooters or bicycles  
547 may be brought into the building or onto the grounds.

548 4. The General Manager should be informed of any pending move and  
549 deliveries of large items.

550 5. Protection of the Common Areas. Furniture, furnishings, and  
551 equipment of the common elements have been provided for the safety,  
552 comfort, convenience, and aesthetics of all residents and guests and,  
553 therefore, shall not be altered, extended, or removed or transferred to other  
554 areas without the advance approval of the Board of Directors or the General  
555 Manager.

556 6. Responsibility for damage. Each unit owner or resident shall be  
557 held personally responsible for any theft, damage, or destruction to any  
558 common or limited common element caused by him/herself, his/her children,  
559 his guests, or any other occupants of the unit.

560 7. A responsible person shall supervise children at all times in the  
561 common areas.

562 8. Use of the grounds. Walkways, entryways, stairways, building  
563 entrances, driveways, and other similar common elements shall be used  
564 strictly for ingress and egress from the parking and unit areas, and must be at  
565 all times kept free of obstructions and all personal property with the following  
566 exceptions: Doormat, decorative plants and small bench may be located in  
567 the entry landing area.

568 9. Recreational Areas (pool and tennis court). Recreational areas may  
569 be used only by registered guests. Guests may have no more than three  
570 visitors per unit using the recreational areas at any given time and must  
571 accompany the visitors at all times.

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

573 a. Doormats

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

575 ii. Must be located at the doorstep.

576 iii. Maintained in a clean condition by the resident.

577 b. Plants:

- 578 i. Plants must be kept in a good condition, regularly  
579 pruned, and trimmed or plants will be removed. In such  
580 cases, pots may be claimed at the General Manager's  
581 office.
- 582 ii. Residents are responsible for cleaning and removing  
583 all dirt and debris generated by their plants, regardless  
584 of where it may be located. The building staff will not  
585 assist by cleaning plants and plant debris.
- 586 iii. Catch pans or saucers must be placed under all plant  
587 pots to prevent damage to the flooring.
- 588 iv. The cost of repairs to common elements resulting from  
589 the plants or their irrigation will be charged to the plant  
590 owner.
- 591 c. Shoes, umbrellas and strollers and the like.

592 **11. Non-Allowable Items in Entry Areas:**

- 593 a. No items other than those mentioned above are allowed on  
594 landings. This includes bicycles, storage lockers, surfboards, or any  
595 other objects other than specified above. Residents who violate the  
596 above guidelines will be notified by the General Manager and will  
597 promptly resolve the violation by removing the offending articles.  
598 If the situation is not corrected within three (3) days of the offending  
599 notification, the General Manager will remove items, and the owner  
600 will be subject to fine as discussed in these Rules. Plants will be  
601 discarded, and pots held for a reasonable time.

602 12. Laundromat Room machines are first come first served for owners,  
603 residents, and guests of Lae Nani. **The Laundromat Room hours of**  
604 **operation are 8:00 A.M. to 10:00 P.M.** The washer and dryer units are to  
605 be left in a clean condition and cleaned of any debris left behind from usage.  
606 Quarters may be available for exchange at the Lae Nani Office, please inquire  
607 with a staff member. Please do not leave clothes unattended for extended  
608 periods of time. Please report any equipment outages to Lae Nani  
609 Management and/or staff members.

610 13. Barbeque grills are first come first served for owners/residents and  
611 their guests of Lae Nani. Grills are to be left in a clean condition. Grills may

never be left unattended while cooking. Grills and accompanying gas lines must both be turned in the off position prior to leaving the area.

### VIII. Parking

*[Amended July 9, 2026]*

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

[generalmanager.laenaniaoao@gmail.com](mailto:generalmanager.laenaniaoao@gmail.com) or  
[Marjvaoaolaenani@gmail.com](mailto:Marjvaoaolaenani@gmail.com)

stating the following information:

- 1.--Name of guests in unit,
- 2.--Unit number,
- 3.--Car color and type,
- 4.--License number,
- 5.--Phone number.

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

2. Non-registered visitors of owners or of guests are not authorized to park in the parking lot.

3. Damage to cars and other objects or common areas shall be the responsibility of the person causing the damage. Neither Lae Nani AOA, its Board of Directors, General Manager, nor any Association employee

645 assumes any responsibility or liability whatsoever for any damage to or theft  
646 of any vehicle or vehicle contents located on the Property.

647 **4.** All unauthorized parking will be subject to being towed without  
648 notice ("No-Notice") at the offender's expense. Towing vehicles improperly  
649 parked in stalls reserved for an individual unit or in all other areas, may be  
650 authorized by General Manager, Association staff, or Security. The person  
651 authorizing the towing MUST remain in the area to direct the towing vehicle  
652 to the scene and sign the required paperwork.

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

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

658 **7.** No vehicle shall be parked in such a manner as to impede or prevent  
659 ready access to any entrance or to any exit from the building by another  
660 vehicle.

661 **8.** All cars parked in the parking area must be in operating condition  
662 with current vehicle license, registration, and safety stickers required by law.

663 **9.** Keys for absentee owner's vehicles left at Lae Nani must be supplied  
664 to the Lae Nani General Manager. The General Manger may designate  
665 parking locations for stored vehicles.

666 **10.** A permanent resident or owner who does not rent may have a  
667 parking space for private use, which will be marked "reserved."

668 **11.** Cars may be parked or left unattended only in designated parking  
669 spaces. Vehicles must be centered in parking spaces to prevent crowding or  
670 blocking passages. Sidewalks, driveways, and parking areas must not be  
671 obstructed. All nonowner vehicles parked on Lae Nani Property must  
672 register with the General Manger as provided herein.

673  
674 **IX. Animals on the Property**

675 **SERVICE ANIMALS AND EMOTIONAL SUPPORT ANIMALS**

676 (“Assistance Animals”)

677 Except as required by and subject to State and/or Federal law, no animals  
678 other than Assistance Animals are allowed on the Property by any  
679 apartment owner or guest.

- 680 1. All Assistance Animals must be registered with the General  
681 Manager within 24 hours of arrival on the Property. Assistance  
682 Animals shall not be bred, kept, or used for any commercial  
683 purpose and may not go into the swimming pool.
  
- 684 2. If the disability giving rise to the need for an Assistance Animal is  
685 not obvious, the General Manager may ask for written verification  
686 from a treating health care professional, mental health professional,  
687 social worker, or other person qualified to give an opinion that:
  - 688 a. the person is disabled within the meaning of the law (i.e.,  
689 has a physical or mental impairment that substantially  
690 limits one or more major life activities).
  
  - 691 b. the Assistance Animal is needed by the person while  
692 staying at Lae Nani to alleviate one or more symptoms of  
693 the person’s disability.
  
  - 694 c. the disability requires a reasonable accommodation; and
  
  - 695 d. the reasonable accommodation is the Assistance Animal  
696 at issue (i.e., the relationship between the animal and  
697 disability).

698 Note: In HUD’s experience, documentation issued through  
699 internet websites is not, by itself, sufficient to reliably  
700 establish that an individual has a non-observable disability or  
701 disability-related need for an Assistance Animal

- 702 3. Owners of Assistance Animals shall comply with the following  
703 rules:
  - 704 a. Observe applicable laws, including leash laws and pick-  
705 up laws.

- 706 b. Assume responsibility for any damage caused by the  
707 animal.
- 708 c. Clean up of the animal's waste.
- 709 d. Have proof of Kauai microchip. (All dogs and cats on  
710 Kauai are required to have a current microchip. Proof  
711 that animal was microchipped with a 15-digit, non-  
712 encrypted ISO 11784 pet microchip outside of Kauai is  
713 sufficient.)
- 714 e. Have the animal vaccinated, with documentation of  
715 vaccinations.
- 716 f. Have the animal under the control of its handler, by use of  
717 a harness, leash, tether, cage, or other physical control.  
718 For purpose of this requirement, when in any common  
719 area the animal must be on a short leash or tether under  
720 the constant control of its handler unless the handler has  
721 demonstrated to the General Manager that the animal can  
722 be strictly controlled by voice command.
- 723 i. If the nature of the disability makes physical  
724 control impracticable, or if physical control  
725 would interfere with the assistance that the  
726 animal provides, the animal must be otherwise  
727 under the control of its handler, by voice control,  
728 signals, or other effective means.
- 729 g. Have the animal meet minimum sanitary standards.

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

731 **1.** The use of the tennis/pickle ball court is restricted to Lae Nani  
732 owners, residents, and their guests. A resident may invite up to three (3)  
733 non-registered guests to play with the resident. Residents must either play  
734 with their guests or be present on the court when the guests are playing.  
735 Pickle Ball may also be played on the tennis/pickle ball court.

736 **2.** Use of the court is on a first come first served basis with no  
737 reservations.

738 3. The court may be used for one (1) hour with a MAXIMUM OF  
739 THREE (3) HOURS PER DAY PER UNIT. Court time may not be  
740 borrowed or loaned from one apartment to another.

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

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

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

752 **XI. Swimming Pool**

753 1. The swimming pool and surrounding areas are for the exclusive use  
754 of residents and their registered guests and up to three visitors (accompanied  
755 by the resident or guest). The swimming pool gate shall be kept closed and  
756 locked, whether the pool is in use or not. If a person or group does not have  
757 the pool gate combination to open the gate or otherwise identify themselves  
758 as bonafide residents or guests, entry is to be denied. Trespassers will be  
759 prosecuted.

760 2. Showers are required before entering pool.

761 3. It is recommended that parents and guardians not permit their  
762 children or guests to enter the pool area regardless of age if they are not  
763 competent swimmers unless a responsible adult accompanies them **AT ALL**  
764 **TIMES.**

765 4. Horseplay, running, screaming, jumping, diving or other boisterous  
766 conduct is not permitted in the pool area, nor is any splashing of water other  
767 than that accompanying normal swimming. Rude behavior toward anyone,  
768 climbing over the fence or gate, or onto any of the pool structures is  
769 prohibited.

770 5. Glass or other breakable containers shall not be brought into the

771 pool area. Food and drinks are allowed in the pool area.

772 **6.** Spitting, spouting water, or blowing the nose in the pool are  
773 prohibited.

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

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

778 **9.** A Lifeguard is not provided in the pool area. Residents and their  
779 guests use the swimming pool at their own risk.

780 **10.** No surfboards or boogie boards. The use of toys or small floatation  
781 devices is allowed in the pool as long as they don't restrict the use or  
782 enjoyment of the pool. If any interference is noted or complained about,  
783 such use will be immediately discontinued.

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

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

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

792 **14.** Any person having infectious or communicable diseases, or open  
793 wounds, bandages, or skin diseases is prohibited from using the pool.

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

795 **16.** Minors aged 14 and under must be accompanied by their parent or  
796 legal guardian and that parent or guardian must be physically present at the  
797 pool.

798 **17.** Pool hours are from 8:00 a.m. to 10:00 p.m. daily.

799 **18.** Violation of any of the above swimming pool rules can result in the

suspension of pool privileges. Offenses should be immediately reported to the General Manager or Property Security.

**XII. Bicycle Storage Shed**

*[Amended July 9, 2026]*

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

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

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

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

**5.** The Association is not liable for loss of or damage from any case whatsoever to any bicycle, accessory or personal property stored in the Bicycle Storage Shed. Owners use the Bicycle Storage Shed at their own risk. Owners are responsible for the security of their stored bicycle and are duly informed that theft of items from the Property has occurred in the past. No Lae Nani employee or individual Board member can alter this denial of liability either orally or otherwise.

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

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

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

838           **9.** The Board may charge a non-refundable annual fee per bicycle  
839 stored. The current rate shall be \$100 per bicycle (as of July 2026). The  
840 non-refundable annual fee may be changed by Board resolution. The  
841 purpose of such a fee is to incent owners to remove unused bicycles, given  
842 the limited capacity of the facility. Any fees collected will be deposited in  
843 the general accounts of the Association. The Association may use such  
844 funds for bicycle-related uses if it wishes but that is not required.

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

848           **11.** Bicycles and related equipment shall not be stored in a way that may  
849 endanger or cause harm to any resident or their personal property or impede  
850 access to other bicycles.

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

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

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

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

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

868 **XIII. Watercraft Storage Shed.**

869 *[Amended July 9, 2026]*

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

874 2. Lae Nani owners must have a current registration card on file prior  
875 to being allowed to store their watercraft in the Watercraft Storage Shed.  
876 The Watercraft Storage Shed is provided by the AOA as an  
877 accommodation solely for the convenience of the owners.

878 3. Lae Nani AOA is not liable for loss of or damage to any watercraft  
879 including accessories or personal property from any cause whatsoever.  
880 owners use the Watercraft Storage Shed at their own risk. Owners are  
881 responsible for the security of their stored watercraft and are duly informed  
882 that theft of items from the Property has occurred in the past. An Owner  
883 with a registration sticker assumes all such risks. No Lae Nani employee or  
884 individual board member can alter this denial of liability either orally or  
885 otherwise.

886 4. Lae Nani General Manager's Office will, on a first come/first serve  
887 basis and pending availability, register a unit, and grant a one-year  
888 registration sticker to store a watercraft in the Watercraft Storage Shed.  
889 Watercraft stored without a registration sticker shall be considered  
890 abandoned and will be disposed of according to Hawaii State Law.

891 5. Subject to availability, an owner may have more than one Watercraft

892 Storage space. However, if an owner of another unit is waiting for a  
893 Watercraft Storage space, the owner's additional storage space will not be  
894 renewed.

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

899 **7.** Lae Nani AOA will provide maintenance of the watercraft stands.  
900 No modifications to an existing watercraft stand shall be made without prior  
901 written authorization from the General Manager.

902 **8.** Lae Nani Watercraft Storage Shed has very limited space; no  
903 watercraft shall be stored where any portion or part thereof extends into an  
904 adjoining space depriving another owner of sufficient space to store their  
905 watercraft.

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

909 **10.** The AOA Board and Management reserves the right to end  
910 watercraft storage Shed space at any time.

911 THE END