

THE

# *Kahala Beach*

CONDOMINIUM



## **2020 House Rules**

## THE KAHALA BEACH RESIDENTS HANDBOOK

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## **I. INTRODUCTION**

We consider The Kahala Beach to be an outstanding condominium. It is home for many of the residents. It is not a hotel or a resort. Condominium living requires each resident to have appropriate respect for the needs and rights of others living in the complex.

If you are a guest of an owner or a tenant, you, in effect, become the guest or tenant of every owner in the complex. All common facilities, which are available for everyone's enjoyment, are made possible, financially and otherwise, by the owners. To help ensure that all owners, residents and visitors may enjoy these beautiful facilities, rules and regulations have been established which are applicable to all owners, members of their families, guests and tenants alike. A positive attitude of owners and occupants toward the rules will substantially influence the quality of life at The Kahala Beach.

The primary purpose of **The Kahala Beach Residents Handbook** is to help protect all owners and other occupants from annoyance and to preserve the reputation and desirability of The Kahala Beach.

The House Rules help make daily living at The Kahala Beach more pleasant and enjoyable. These House Rules supersede all previous House Rules. The House Rules supplement but do not change the obligations of the owners contained in the Declaration and Bylaws. The House Rules apply to owners, members of their families, guests, and tenants and shall be enforced by the General Manager.

**All occupants are responsible for complete knowledge of and adherence to The Kahala Beach Residents Handbook.**

In accordance with the Bylaws, the Board may make such other rules and regulations from time to time or amend the following House Rules as it deems necessary or desirable.

In the event of any inconsistency between these House Rules and the Declaration and the Bylaws, the Declaration and the Bylaws will prevail.

## **II. GOVERNING LAWS AND DOCUMENTS**

**The laws and documents governing The Kahala Beach are:**

***Hawaii Law: Hawaii Revised Statutes: Chapter 514B, "Condominium Property Act"***

***The Kahala Beach Documents:***

***Declaration of Horizontal Property Regime***

***Bylaws***

***House Rules***

***Hawaii Law: Hawaii Revised Statutes: Chapter 515***

***Federal law: Federal Fair Housing Amendments Act of 1988***

## **A. HAWAII LAW**

Hawaii Revised Statutes Chapter 514B, the "Condominium Property Act" is the State law that governs our condominium. One of its important provisions is a requirement that all residents, whether owners or tenants, or indeed anyone using the project, must obey the provisions of Chapter 514B, the Declaration of Horizontal Property Regime, the Bylaws and House Rules, and all other lawful determinations of the Association.

## **B. DECLARATION OF HORIZONTAL PROPERTY REGIME**

The Kahala Beach was submitted to a condominium property regime pursuant to a Declaration of Horizontal Property Regime dated December 13, 1965, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 388057 and noted on Transfer Certificate of Title No. 411, 641, and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 5308 at Page 447. The Declaration was amended several times, and then amended and restated in its entirety in 2001.

The Amendment and Restatement of Declaration of Condominium Property Regime of The Kahala Beach, dated June 27, 2001, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2717397, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-099031.

### **1. USE**

The Declaration of Horizontal Property Regime of The Kahala Beach is the name of the legal instrument, provided for by Chapter 514B above, whereby our project was subject to the provisions of such State law. The Declaration sets forth generally the duties of, and limitations upon, the Association of Apartment Owners, of which all owners are members. It describes our project in detail, both the land and the specific units. The Declaration may be amended by vote of sixty-seven percent (67%) of the common interest at The Kahala Beach. The Declaration is recorded in the Bureau of Conveyances, Liber 5308, page 447, and has been amended twice to date: once to prohibit time-sharing dated December 4, 1979, and recorded on December 10, 1979 as document #984686 and once to increase the minimum rental period from 30 to 31 days dated September 29, 1995 and recorded on October 5, 1995 as document #2264405. One of the provisions is as follows:

***"E. USE.*** *The apartments shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 31 days, or (b) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. The apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any*



*time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Except for such time-sharing, transient or hotel purposes, the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of this Declaration."*

### **C. BYLAWS**

The Bylaws were also amended and restated in 2001. The Amendment and Restatement of Bylaws of the Association of Apartment Owners of The Kahala Beach, dated June 27, 2001 was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2717398, and also recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-099032.

The Bylaws govern membership in and administration of the Association. Article V of the Bylaws covers obligations of apartment owners, provides for adoption of House Rules, and provides for penalties for violations of the Declaration, the Bylaws and the House Rules. A portion of Article V is excerpted as follows:

#### **1. ARTICLE V. SECTION 3. Use of Project**

**a.** *"All apartments of the Project shall be used only for residential purposes, and no apartment shall be used as a tenement or rooming house or for or in connection with the carrying on of any trade or business whatsoever. The apartments in the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.*

**b.** *All common elements of the Project shall be used only for their respective purposes as designed.*

**c.** *No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.*

**d.** *Every apartment owner and occupant shall at all times keep his apartment in a strictly clean and sanitary condition and observe and perform all laws,*

*ordinances, rules and regulations now or hereafter made by any governmental authority or the Association for the time being applicable to the use of the Project.*

**e.** *No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the Project or alter or remove any furniture, furnishings or equipment of the common elements.*

**f.** *No apartment owner or occupant shall erect or place in the Project any building or structure including fences and walls, or make any additions or alterations to any common elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected.*

**g.** *No apartment owner shall decorate or landscape any entrance, hallway, planting area or lanai appurtenant to his apartment except in accordance with standards therefore established by the Board or specific plans approved in writing by the Board.*

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

**i.** *No garments, rugs or other objects shall be hung from the windows or facades of the Project.*

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

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

**l.** *No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project, except that dogs, cats and other household pets kept by apartment owners or occupants as of the date of this amendment and restatement of Bylaws in compliance with the current provisions of these Bylaws ("existing pets") may continue to be kept in such owners' or occupants' apartments, and upon the death of any such existing pet, the apartment owner or occupant may replace the animal with another and continue to do so for so long as such owner or occupant continues to reside in his apartment or any other apartment in the Project. Notwithstanding the foregoing, the number of existing pets kept by any owner or occupant must be reasonable in number, and no animal or pet shall be kept, bred or used therein for any commercial purpose nor allowed on any common elements except in transit when carried or on leash, and provided that any such animal or pet causing a nuisance disturbance to any other occupant of the Project shall be permanently removed therefrom promptly upon notice given by the Board or Managing Agent.*

**m.** *No apartment owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances*



*whatsoever on the exterior of the Project or protruding through the walls, windows or roof thereof.*

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

**2. ARTICLE V. SECTION 4. House Rules**

*"The Board, upon giving notice to all apartment owners in the same manner as herein provided for notice of meetings of the Association and opportunity to be heard thereon, may adopt, amend or repeal any supplemental rules and regulations governing details of the operation and use of the Project not inconsistent with any provision of law, the Declaration or these Bylaws. Without limitation, the House Rules may include procedures, rules and regulations (i) governing the use, maintenance and hours of operation of all or portions of the common areas, (ii) governing any use of apartments which may affect the use, enjoyment or value of the common areas or other apartments or the appearance of the Project, (iii) establishing permitted hours of construction and dust control and noise abatement standards for any construction work within any apartments or elsewhere in the Project, and (iv) governing the transportation or storage of construction materials, equipment, furniture, sporting equipment, goods and belongings through the common areas of the Project."*

**D. NON-DISCRIMINATION POLICY**

Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law.

In particular, the Association will not treat any person unequally:

- 1.** In granting or withholding any approval or consent required under the Association's rules.
- 2.** In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- 3.** In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.

**4.** In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested.

Please contact the Managing Agent if you have any questions.

### **III. GENERAL INFORMATION**

#### **A. TELEPHONE NUMBERS**

EMERGENCIES, POLICE, FIRE, AMBULANCE **911**  
GENERAL MANAGER (808) 732-5233  
SECURITY (808) 739-6085  
ELEVATORS - LIFT RECEIVER  
BEACH/POOL EMERGENCY AID LIBRARY - LIFT RECEIVER

#### **B. GENERAL MANAGER AND STAFF (808) 732-5233**

**1.** Office Hours:

- a.** Monday – Friday, 9:00 a.m. - 3:00 p.m.
- b.** Owners may telephone the General Manager during office hours.
- c.** After office hours, in case of an emergency, call 911, then Security.

**2.** Duties:

**a.** The General Manager is responsible for the common elements, as described in the Declaration of Horizontal Property Regime of The Kahala Beach, Maintenance, Security and House Rules enforcement, and is **not** authorized to render the following services:

- (1) Accept cleaning and/or laundry.
- (2) Carry baggage or provide storage space.
- (3) Perform any repairs inside the individual apartments not affecting common elements.
- (4) Engage in the rental or sale of apartments, garage stalls, etc.

**b.** The General Manager will accept and hold for pickup, at the owners' risk, packages (see Security to retrieve), flowers and incoming mail that are authorized in writing by the addressee. The General Manager is not authorized to deliver any items to the owners' apartments.

**c.** Maintenance employees of the Association are under the direction of the General Manager.



(1) During prescribed hours of work, employees will not be diverted to the private business or employment of any owner, tenant, occupant or guest.

(2) No employee should be asked by an owner, tenant, occupant or guest to leave the common elements.

(3) Owners shall not request employees perform tasks for them which have not been authorized by the General Manager.

### **C. SECURITY (808) 739-6085**

1. A two-way radio telephone system is in operation 24 hours a day.
  - a. Speak clearly and slowly.
  - b. Give your name, apartment number and the reason for your call.
  - c. The system provides for two-way communication.
  - d. After three minutes the system will automatically disconnect.
2. All corrective actions regarding violations of House Rules and damages to common elements will be enforced by the General Manager and Security.
3. All violations observed should be reported promptly to the General Manager and/or Security.
4. For further information regarding Security, contact the General Manager.

### **D. ENTER PHONES**

1. All mauka entrances are equipped with enter phones. They are connected with apartment telephones.
2. For entry of a guest, identify the person entering, then press six (6) on your telephone.
3. If you change the number of the telephone in your apartment, you must notify the General Manager so the new number can be entered into the enter phone system.
4. When entering any one of our buildings, be careful not to let a stranger enter with you.

### **E. ELEVATORS**

1. In case of MECHANICAL FAILURE use the telephone inside the cab to summon help. LIFT RECEIVER. STAY CALM - help will arrive shortly.
2. In case of POWER FAILURE the cab automatically returns to the garage level. The doors will open to permit exit.

### **F. FIRE ALARM BOXES**

1. Alarm boxes are located next to the elevator and on each floor at both ends of the hallway.
2. Familiarize yourself with the alarm box nearest your apartment.
3. Call the office immediately in an emergency.

### **G. FIRE HOSES AND EXTINGUISHERS**

1. Each fire hose cabinet has a CO2 hand fire extinguisher for use on electrical fires. Wall cabinets containing extinguishers are located on each floor. Familiarize yourself with the location of the one nearest your apartment.

**2. NOTE:** As a precaution, it is recommended that each apartment have a CO2 extinguisher suitable for a grease fire in the event of a kitchen blaze. They should be recharged periodically. If no extinguisher is available, spread common baking soda or salt on the fire to douse the flames.

#### **H. AIR-COOLING**

**1.** The effective operating range of the temperature control THERMOSTAT is 65 to 75 degrees. Set the dial at the most comfortable point for your needs. One suggestion which has proved of merit is to set the THERMOSTAT at 72 degrees and leave it alone. If the THERMOSTAT is set too low, there will be condensation on the supply grills.

**2.** The FAN is controlled by a 3-speed switch in your closet (HI-MED-LO). The higher the speed, the greater the circulation of air.

**3.** When your system is in operation, CLOSE all inner lanai doors and bedroom louvers. This will prevent condensation forming on cold surfaces including walls, ceilings, and supply grills. When you wish to open doors and louvers, TURN OFF the THERMOSTAT, but KEEP the FAN ON.

**4.** When air intake filters show heavy dust, vacuum them but be sure to turn the FAN OFF during this operation. After this operation, be sure to turn FAN ON again immediately.

**5.** When you leave on an extended trip, TURN OFF the THERMOSTAT and KEEP the FAN on LO. Have someone check your apartment not less than semi-monthly during an absence and report malfunctions to the General Manager.

**6.** DO NOT TAMPER or EXPERIMENT with your A.C. unit. If it is not working satisfactorily, report it to the General Manager.

#### **I. REPAIR SERVICES**

**1.** Air-Cooling System (808) 732-5233

**2.** Enter phones (808) 732-5233

**3.** Other repair needs for plumbing, appliances, pest control, or for a locksmith or handyman, can be found online or in a service directory. Tenants in need of such repairs should contact their rental agents, not the General Manager.

**4.** Stoves – Each original stove contains a grease trap behind the burner area. As a fire precaution, this should be changed semi-annually. Filters can be obtained from the Appliance Parts Company. Phone (808) 847-3271.

**5.** Water Heaters – Inspect the Pressure Release Valve periodically for water leaks. If you notice water on the floor near the location of the hot water heater, you should inspect the heater for leaks. The normal useful life of a hot water heater is predicated upon the warranty.

**6.** When you leave on an extended trip, the water valves, circuit breakers and washing machine hoses should be turned off.

**7.** Each owner shall perform promptly all repair and maintenance work within the owner's apartment, the omission of which would adversely affect any common element or any other apartment, and each owner shall be responsible for all loss and damage caused by failure to do so.



#### **IV. HOUSE RULES REGARDING OCCUPANCY**

##### **A. MONTHLY MAINTENANCE FEES AND SPECIAL ASSESSMENT FEES**

**1.** The monthly maintenance fees are due on the 1<sup>st</sup> day of the current month. If not received by the 15th of the current month, a late payment fee of \$100.00 will be charged to the owner's account. This late payment fee will be assessed each month until the subject maintenance fees are paid up to date. If an owner disputes or questions the monthly maintenance fees, it should still be paid and a written request for mediation should be submitted to the Board of Directors for its consideration and appropriate action. If an owner disputes any other charges, the owner may request mediation pursuant to the condominium statute prior to paying these fees.

**2.** When the Board of Directors declares a special assessment fee, a due date for the payment will be specified. If the owner's special assessment fee is not paid by the due date, a late payment assessment fee of \$100.00 will be charged for each month the special assessment fee is unpaid.

##### **B. APARTMENT ACCESS FOR EMERGENCIES AND MAINTENANCE**

**1.** Owners are responsible for providing access to their apartments for emergencies and/or routine maintenance (A/C, plumbing, etc.).

**2.** If an owner is unable to provide entry to an apartment, the owner must have an authorized agent or representative provide entry to the apartment on his behalf.

**3.** Owners shall provide written confirmation of their authorized agent or representative, name, mailing address, email address, telephone and fax number, to the General Manager.

##### **C. MINIMUM TEMPORARY OCCUPANCY RENTAL PERIOD**

**1.** If you rent your apartment, the rental period must be 31 days or more. It is not permissible to rent for fewer days.

**2.** Rentals of one week, two weeks or daily are prohibited and in violation of these rules and subject to penalties (fines).

**3.** We strongly urge you to be selective in choosing your tenants. We also urge you to impress upon your tenants that they will be living in a condominium of owners and that all tenants must observe the rules of the condominium as well as treat the property as if it were their own. Failure by tenants to abide by the Declaration, Bylaws and House Rules will result in penalties against owners.

##### **D. TENANTS/GUEST REGISTRATION RULES**

**1.** All guests shall register with the General Manager upon arrival and check out.

**2.** All tenants and agents of an absent owner must complete The Kahala Beach Rental/Guest Registration Form for security reasons. This form includes information on the number of occupants, their names and addresses, length of stay, and, importantly, includes a statement signed by the tenant (or guest)

acknowledging receipt of the House Rules and agreeing to adhere to provisions contained therein.

**3. The rental period must be for at least the prescribed minimum term of 31 days.** It is NOT permissible to rent for fewer days. Rentals termed one week, two weeks or daily are PROHIBITED and in violation of these rules, and subject to a penalty. See Declaration, Paragraph E, Use, Quoted on Page 4.

**4.** Owners who allow their guests to stay in an apartment while the owner is not present shall provide advance written notice to the General Manager, including the names and addresses of his guests, the number of guests and the length of their stay.

**5.** Guests staying in an owner's apartment for one or two days, while the owner is present, are not required to register with the General Manager. A registration form shall be completed for guests staying more than two days.

#### **E. GENERAL OCCUPANCY RULES**

**1.** Upon sale of an apartment, a selling owner shall provide a copy of The Kahala Beach Residents Handbook and House Rules to the new owner. Prior to occupancy, each owner will register with the General Manager and furnish pertinent information for use in emergency, as set forth in the Owner/Registration Form.

**2.** Owners shall be responsible for designating local agents to represent their interests if they will be absent from their apartments for more than thirty-one (31) days. Owners shall file with the General Manager's office their addresses and telephone numbers away from The Kahala Beach, and the addresses and phone numbers of their agents.

**3.** Damage to any part of the complex, including but not limited to elevators, halls, walls, furniture, furnishings or equipment, by any apartment owner, member of his/her family, guest or tenant shall be the responsibility of the owner and such damage will be repaired at the owner's expense.

**4.** Wearing golf or other cleated shoes is prohibited in any carpeted or tiled common area.

**5.** No food and beverages shall be consumed in any common area, such as the pool, library, gym, and grass areas between buildings, except for Association sponsored events approved by the General Manager.

**6.** In order to help preserve the full use and enjoyment of the premises by all occupants, smoking, including the use of electronic cigarettes and medical marijuana, is prohibited in the common areas, such as hallways, exercise room, library, and elevators. Smoking in private apartment units shall be contained within the apartment unit so as not to cause a nuisance to neighbors.

**7.** No soliciting of any kind is allowed on the property, except that apartment owners may solicit proxies or distribute Association matters in a manner that does not cause a nuisance or annoyance to any other apartment owner or occupant. Report all unauthorized solicitation to the General Manager and/or Security.

**8.** No objects shall be placed or left in the common areas. Owners, guests and tenants shall not place or maintain in the common areas any furniture, vehicle or object of any kind.

**9.** Occupants are responsible for the safety and conduct of their family members and guests.

**10.** Fireworks are prohibited on the Kahala Beach complex at all times. An immediate fine may be imposed for each instance of using fireworks, and the Association may seek the eviction of persons responsible if they are tenants.

**11.** Running or playing on the stairways or in or about the halls, lobbies, elevators, fishponds, parking areas and reflecting pools shall not be permitted.

**12.** Bicycles and surfboards are not allowed in elevators, hallways or on lanais.

**13.** Elevators are not to be used for the purpose of "joy riding."

**14.** Rugs, mops and similar items shall not be beaten, shaken or dusted on lanais or in any of the common areas.

**15.** No object shall be mounted on the walls adjacent to apartment entrance doors except the door-bell push button. However, apartment numbers 12 and 72 are authorized intercom units and have numbers adjacent to the door based on original construction.

**16.** Apartment entry door colors shall be harmonious with the hallway carpet and wall decor. Door knockers, peep holes, doorknobs, escutcheons and metal numbers may be installed. Wooden molding of the typical Kahala Beach shape and measurement may be installed on the exterior (hall) side of entry door. Sample may be obtained from the General Manager. Any decorative variations of the above shall be submitted to the Architectural Committee via the General Manager for its recommendation to and approval by the Board.

**17.** No permanent objects of any kind whatsoever shall be placed in or removed from any of the hallways, including but not limited to plants, doormats and other items, unless approved by the Board.

**18.** Apartment drapes may be of any color the occupant desires. However, colored drapes, which are visible from the outside of the building, shall have a beige or neutral lining.

**19.** Persons entering any of the Common Elements (main lobby, elevators, inner and outer halls and garages, etc.) shall ensure that all sand has been removed from their feet and that unusual dirt, grime or other offensive materials are not tracked, or otherwise brought onto the complex.

**20.** Residents shall not plant, trim or remove flowers, trees or plants in the gardens or other common areas. Garden ornaments or decorative objects of any type are prohibited in the gardens or other common areas of the complex.

**21.** Fire exit doors shall be closed at all times to conform with City and County fire regulations.

**22.** Occupants shall keep off grassed and planted areas, especially those areas between Building 1 and 2, and Building 3 and 4. Those areas are not meant to be used as a pathway to and from the beach.

**23.** Washing cars anywhere on the property is prohibited.

**24.** The riding of bicycles, motorbikes, motorcycles, scooters and skateboards anywhere on the property is prohibited.

**25.** Open houses or garage sales, lanai sales or any other types of sales where the general public is invited or received, are not permitted.

## **F. MOVING INTO/OUT OF APARTMENTS**

Moving hours are from 8:00 a.m. to 4:00 p.m., Monday through Friday. No moving is allowed on weekends. The General Manager shall be notified 24 hours prior to the move to allow the elevator to be properly padded. All household effects must be taken to and from the elevators through the garage entrances.

## **G. NUISANCES**

No nuisances shall be allowed in the Kahala Beach project nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board of Directors, or which is in violation of the Bylaws or these House Rules or which is an unreasonable annoyance to or unreasonably interferes with the peaceful possession or proper use of the project by other owners or occupants.

## **H. NOISE**

### **1. General Noise Restrictions**

No noise shall be allowed which interferes with the peaceful possession of the project or is an annoyance to other owners or occupants.

### **2. Quiet Hours**

- a.** Monday - Friday 10 p.m. - 8 a.m.
- b.** Saturdays - 12 a.m. - 10 a.m.
- c.** Sundays and holidays - 10 p.m. - 8 a.m.
- d.** Evening preceding a holiday - 12 a.m. - 10 a.m.

### **3. Specific Noise Rules**

**a.** Owners and other occupants shall not make excessive noise of any kind, anywhere, at any time and shall not cause or permit disturbing noise to emanate from their apartments, including the lanais.

**b.** Radios, TVs, stereos, etc., in the apartments shall be played at reduced volume at all times so as not to disturb owners or occupants of other apartments.

**c.** Any telephone placed or installed on a lanai shall carry a bell suppression device which shall be activated when the telephone is unattended. At all times the volume of the telephone ring shall be at the lowest decibel setting.

**d.** Owners and other occupants shall refrain from excessive noise and loud talk in all common areas, including but not limited to lanais, hallways, walkways, entryways, garages and outdoor parking areas.

**e.** Running, screaming or horseplay of any kind in the pool area and pool games involving loud noises or throwing objects are prohibited.

**f.** No audible radio, TV, recorder or musical instrument shall be played in the pool area except for Association functions approved by the General Manager.

**g.** In order to preserve the full use and enjoyment of the premises by all occupants, audible cell phone communications are not permitted in common areas, including the library, exercise room, and pool.

**h.** Excessive noise at any time shall be reported to the General Manager and/or Security.



## **I. LANAI**

**1.** Nothing shall be hung on or from the lanai railings or planters, including but not limited to such items as bathing suits, towels, carpets, bedding, beach mats and mops.

**2.** Rugs, carpets and mops shall not be beaten or shaken on lanais nor shall any dirt or rubbish be swept or thrown therefrom.

**3.** Cooking of any kind whatsoever is prohibited on lanais.

**4.** Waterproof containers shall be placed under all flowerpots. Care must be exercised watering plants and/or sweeping and mopping lanais to prevent seepage or dirt from fouling other apartments.

**5.** Overnight sleeping on the lanais is prohibited.

**6.** Lanais shall not be used for general storage purposes including such items as bicycles, surfboards, exercise equipment and storage boxes.

**7.** It is intended that lanais should maintain the overall aesthetics and design style of the complex.

**8.** Nothing shall be thrown or permitted to be thrown from lanais or windows. Cigarettes and matches, specifically, are fire hazards and shall not be disposed of except in proper ashtrays. An immediate fine may be imposed for each instance of throwing objects from apartments, and the Association may seek the eviction of the persons responsible.

## **J. PARKING GARAGES AND STALLS**

**1.** All vehicles parking on the property shall display current city and county license plate, current safety inspection sticker and be registered with the General Manager and tagged with appropriate decals.

**a.** Only passenger motor vehicles, motorcycles and mopeds may be parked in designated parking stalls.

**b.** No trailers, containers or other personal property shall be left in any parking stall without the prior written approval of the General Manager.

**2.** No vehicles may be parked or left unattended except in designated parking stalls.

**3.** Parking outside of parking stalls is prohibited. Vehicles parked in the parking stalls shall not protrude from the stalls. Vehicles shall be centered in parking spaces to prevent crowding of adjacent spaces and blocking of passages. All vehicles parking in the parking garage shall fit wholly within the painted boundary lines of their stalls. Please note stalls are not all the same size. It is the responsibility of the stall owner to advise any prospective tenant that vehicles must fit wholly within the painted boundary lines of each stall and that oversized vehicles are not permitted.

**4.** Residents are not authorized to use the outdoor parking areas. These areas are reserved for use by guests and tradesmen. Overnight parking is prohibited except as may be authorized by the General Manager.

**5.** Parking in the driveways leading to the outdoor parking areas is prohibited. Parking in the front entrance is prohibited except to discharge and pick up passengers and to pick up mail.

**6.** Employees are not permitted to use guest parking at any time.

**7.** Parking stalls in the garages are for the exclusive use of the owners. They shall not be occupied or used by others except by permission of their owners.

**a.** For a vehicle parked without permission, a citation for violation will be issued for a first offense.

**b.** The vehicle will be towed away if there is a second offense.

**8.** Any owner permitting persons, other than occupants, the use of their parking stall will provide the General Manager with a written description of authorized vehicles. Vehicles parked without permission will be tagged for parking violation and will be subject to tow away.

**9.** Vehicles shall be parked inside the marked white lines in such manner as to avoid blocking the ingress or egress of other vehicles.

**10.** Vehicles shall not be parked in front of elevator entrances unless a driver is present at all times with the vehicle.

**11.** Only passenger motor vehicles shall be parked in stalls.

**a.** Household goods, auto accessories and other items shall not be kept in or around parking stalls on either a temporary or permanent basis.

**b.** No stopping blocks or wraparounds may be used without prior approval of the Board.

**12.** Vehicle repairs or adjustments are not allowed in the parking garages, guest parking lots or common elements of the property.

**a.** Minor repairs and/or adjustments necessary to start or move a vehicle so that it can be repaired elsewhere are permitted.

**b.** Changing, restoring or filling car oil, brake fluid, antifreeze, gasoline or any other item that is hazardous or flammable is prohibited.

**13.** Oil droppings, grease and other materials that stain a parking stall shall be cleaned by the owner within 15 days after notification by the General Manager that the areas require cleaning. If the owner fails to comply, the cleaning will be done by the Association and the cost charged to the owner.

**14.** For safety, the speed limit in garage areas is 5 mph.

#### **K. STORAGE LOCKERS**

**1.** Nothing volatile, inflammable or odorous shall be stored in lockers.

**2.** Lockers and locker doors and their maintenance expense are the full responsibility of the owners. The Association is not responsible for loss of property therein due to theft, damage, fire, mysterious disappearance or any other cause whatsoever.

**3.** Any damaged locker door shall be repaired by the owner within 15 days of notification by the General Manager. If the owner fails to comply within said period, the repair will be done by the Association at the owner's expense.

**4.** No articles of any kind whatsoever may be stored permanently on top of or in front of lockers. Bicycles and small transport carts, wagons or carriers, as exceptions, may be kept temporarily in front of lockers. However, both bicycles and carts should be kept in lockers on a long-term basis for security reasons.

**5.** All lockers should have a key or combination lock securing it and it should be in a locked position, except when owner enters it for use.

#### **L. TRASH AND REFUSE DISPOSAL**

**1.** In order to help prevent clogging Kahala Beach's aging drains, it is recommended that occupants avoid using the garbage disposals. Food waste and other household trash shall be secured in plastic trash bags and placed in the trash chute.

**2.** Wet garbage shall be double wrapped in a waterproof bag and secured tightly before placing in chute.

**3.** Inflammable or volatile material shall not be thrown down the chute.

**4.** No cardboard boxes or deconstructed boxes should be placed in the chute. Trash items which are heavy and/or too large for disposal in the chute should be carried to the garage trash room.

**5.** Newspapers should be placed in trash bins and not left for recycling.

**6.** Bulky items shall not be left in or around the Kahala Beach complex unless in compliance with the Revised Ordinances of Honolulu.

#### **M. RECYCLING**

**1.** Only glass bottles, plastic bottles and aluminum cans marked with symbol "HI-5¢" are being recycled and should be placed in the proper bins in the trash rooms on each floor. Please place rinsed recycling items in bins to avoid pests.

**2.** No newspapers or cans previously holding food are recyclable.

#### **N. POOL, LIBRARY, EXERCISE ROOM**

The swimming pool, library and exercise room are maintained for use by owners, guests, and tenants. As use of the facilities may conflict with the comfort of others, recognition of the following rules will help create a pleasant environment for all.

**1.** Swimming in the pool is restricted to the hours of 7:00 a.m. to 7:00 p.m.

**2.** All persons using the pool shall wear suitable bathing attire.

**3.** With no attendant on duty, children under twelve years and non-swimmers should be accompanied by someone who can ensure their safety.

**4.** Guests are welcome when accompanied by owners, and their number shall be limited to ensure the comfort of others.

**5.** All persons shall shower before entering the pool.

**6.** Running, screaming or horseplay of any kind in the pool area, and pool games involving loud noises or throwing objects are prohibited. Card playing, chess, checkers and similar games are permitted provided they do not interfere with pool activity.

**7.** No toys are permitted in the pool area. Inflated rubber or plastic air mattresses, plastic boards, fins, snorkels and diving gear shall not be used in the pool. However, essential life-saving equipment may be used.

**8.** Persons shall not use hairpins, bobby pins, clips and similar type items in the pool, as these objects may cause damage to the pool filter and pump system.

**9.** Persons having any skin disease, sore or inflamed eyes, nasal or ear discharges or any open sores, are prohibited from entering the pool.

**10.** Children two years and under are required to wear a swim diaper in the swimming pool. Persons who are incontinent or not toilet-trained shall be required to wear leak proof swim wear (i.e., a special swim diaper or pants). A swim diaper

is defined as a tight-fitting nylon or latex alternative for a typical diaper. Disposable or cloth diapers are not permitted in the pool.

**11.** Beverages, food, glassware and ceramic ware are not permitted in the pool area, library and exercise room except during Association sponsored events approved by the General Manager. Water in plastic bottles and reusable water bottles are acceptable.

**12.** No audible radio, TV, recorder, or musical instrument may be played in the pool area except for Board approved functions.

**13.** Animals are not permitted in the pool area. Occupants may request an exemption from this rule for assistance animals.

**14.** Pool area equipment or furniture may not be reserved or removed from the pool area.

**15.** Persons using suntan lotions or oils shall use towels or covers over chairs and lounges to prevent damage to webbing.

**16.** Towels, clothing or other items shall not be placed on beach fences.

**17.** Persons leaving the pool area to return to their apartments shall ensure that they are dry, that all sand and dirt have been removed from their bodies and effects, and all personal belongings have been removed from the pool area.

**18.** All residents and owners who use the exercise room must sign a Use Agreement and Waiver available from the General Manager. A list of exercise room users is kept by the General Manager.

**19.** All who use the exercise equipment must sign the daily log available in the exercise room.

**20.** Exercise equipment requires mature judgment for personal safety. Therefore, it must be limited to adult use. No person under 15 years of age shall use any exercise equipment.

**21.** The pool, library and exercise room may only be used for their intended purposes and may not be used as a playground.

**22.** Noise shall be kept to a minimum in consideration of those living nearby.

**23.** Persons in wet attire are not permitted to use the furniture in the library; nor are wet towels to be placed on the library chairs.

**24.** The library is not to be used for exercise or personal training.

## **O. ANIMALS**

**1.** All animals should be registered with the General Manager. Owners will be in violation until the animals are registered. The General Manager and Security maintain a log of registered animals and their owners' apartment numbers.

**2.** Animals when not in apartments shall be kept on leashes or carried at all times.

**3.** Animals are not allowed in the garden corridors, between buildings 1 and 2 and buildings 3 and 4, in the library and exercise room nor on furniture in the entrance or hallways. Animals are not allowed in the pool areas unless transitioning to or from the beach. Playing with animals in the garages is also prohibited.

**4.** When entering or exiting the buildings, owners should take their animals through garages and up or down staircases. Owners may exit with their animals between Building 1 and the golf club and Building 4 and the resort. Animals are not permitted in the elevators unless registered with the General Manager.



**5.** Owners may walk their animals along the planted areas adjacent to the sidewalk along the roadway fronting the condominium.

**6.** Owners shall not walk their animals or allow them to run free in the planted areas within the complex.

**7.** Persons who walk their animals shall pick up and dispose of animal droppings in compliance with City and County ordinances.

**8.** Washing and/or grooming animals in the common areas is prohibited.

**9.** Animals may not be cleaned in the pool shower. Sand may be cleaned from animal paws by use of the hose at the corner of Building 3.

**10.** Dogs, cats, birds, and other household pets shall not be permitted to cause a nuisance or unreasonable disturbance.

**11.** Residents shall not feed the fish or birds in the common areas.

#### **P. APARTMENT CONSTRUCTION AND RENOVATION**

**1.** Any owner having construction/renovation work done to his/her apartment must submit an application to the Board of Directors and obtain its approval before the work is undertaken. Once the application is approved, the owner shall keep the General Manager informed of the work schedule.

**2.** The owner (or authorized occupant or agent) shall also have the responsibility for informing his/her architect, contractor and/or subcontractor that these House Rules apply to the work they will perform. The owner is responsible for their compliance.

**3.** The owner also has the responsibility of informing all workers of these House Rules and the working hours which are from 8:00 a.m. - 4:00 p.m. Monday through Friday. No work will be permitted on Saturday, Sunday or Holidays. The owner is responsible for their compliance and will be subject to a penalty of \$500.00, payable to the Association, for each violation of this work schedule.

**4.** All common elements, including garage areas, used in connection with construction/renovation work, must be cleaned every day. In case of any violation hereof, the cleanup work will be done by the employees of the Association and charged to the owner.

**5.** If any debris, dust, shavings or paint, etc., is blown out or drips off the apartment under construction/renovation so that it infiltrates other apartments, common elements or adjoining property, the owner will be charged for any cleanup or repair work required.

**6.** When painting, floor finishing, or any other procedure which produces fumes is being performed, all air-cooling ducts in the apartment must be sealed off so that the fumes will not penetrate other apartments.

**7.** The elevators shall be kept clean at all times. Any debris or dirt from construction/renovation work must immediately be removed and the carpet and cab thoroughly cleaned. If large equipment or supplies are to be carried in the elevators, the General Manager shall give approval 24 hours in advance in order to schedule the work and to have sufficient time to install padding and complete protection for the cab and carpet. The use of the elevator for this purpose is limited to the hours specified in item 3 above. In no event may the elevators be used until the cabs and carpets have been protected. Elevators are not available after 4:00

p.m. for transportation of building materials. All construction equipment and supplies must be taken to and from the elevators through the garage entrances.

**8.** Each owner must arrange with the General Manager or Security where workmen's cars, trucks and deliveries may be parked. An owner may allow a workman to use his individual stall in the garage, but the front driveway and guest parking may be used only temporarily for loading and unloading. Garage parking stalls shall not be blocked by trucks loading or unloading without a driver in attendance. Security will notify violators, and the vehicle may be towed away at the owner's expense.

**9.** At the completion of the renovation, the owner shall notify the General Manager who will inspect the apartment. For all renovations, the files shall include Board approval, city permits and drawings marked "Completed as Drawn," with the General Manager's signature.

#### **Q. LANAI ENCLOSURES AND DECORATIONS**

**1.** Enclosing lanais, in whole or in part, is governed directly by Article V, Sections 3 (f) and (g) of the Bylaws, the terms of our leases, the terms of the mortgage, if any, on the unit, and the City and County of Honolulu requirement for a building permit, none of which aspects are covered by this regulation.

**2.** Detailed drawings for all lanai enclosures shall be submitted to the Board for approval in advance of installation. Each approval will be made only from specific drawings on a case-by-case basis by the Board.

**3.** Subject to its authority to allow variances, the Board will approve lanai enclosures based on the following requirements:

**a.** Wooden louvered doors which conform to those installed as original equipment or subsequently approved by the Board and which extend from lanai floor to ceiling. (Note: The Board has approved louvered door with slats not to exceed 2 ½ in width.)

**b.** Glass panels, fixed or sliding, extending from floor to ceiling, shall have anodized aluminum frames in a medium bronze color to match existing lanai railings; doors and windows to meet building code. Color samples shall be submitted to the General Manager for approval.

**c.** Combination of wooden louvered doors and glass panel doors.

**d.** Louvered and glass panels may be fixed or sliding type. Half louvers are acceptable, i.e., railing height, if otherwise conforming in style. Any other combination, such as glass with wooden frames, will be subject to Board approval.

**e.** The exterior side of privately installed front wooden louvers shall be painted the Kahala Beach shades of green or white.

**f.** Faintly shaded glass may be used, but not tinted or reflective film or mirrored glass. A color sample must be submitted to the General Manager for approval.

**g.** Open lanais will be painted only with colors identical to those already used on the exterior of the building: The Kahala Beach shades of green and white.

**h.** Owners desiring to enclose their lanais are required to sign the following agreement, prior to Board approval:

- (1)** Not to remove the doors from the apartment interior to the lanai
- (2)** Not to air-cool the enclosed lanai

(3) Items (a) and (b) above will be binding on any and all future owners of the apartment.

#### **4. Special Note:**

The air-cooling system at The Kahala Beach was designed to cool only the interior area of each apartment and not lanais with glass enclosures. After surveys by engineers, specializing in air-cooling, the Board was advised that, "We found the present air-cooling system in each building is not capable of handling lanai enclosures." It was for that reason that the Board felt compelled to adopt a policy that would continue to permit enclosures but ensure that the system would not be incapacitated from overload.

#### **R. DECORATIONS OTHER THAN ENCLOSURES**

1. The Board will consider and act on such requests, on a case-by-case basis, in light of all pertinent considerations.

2. The Board will not approve:

- a. Awnings
- b. Wallpaper or murals on lanai walls or ceilings
- c. Objects fastened to or impinging on railings
- d. Decorations which carry any message visible from walkways, stairways or other lanais
- e. Flags other than United States or State of Hawaii
- f. Objects that light up other than those designed to be used as lamps or non-flashing Christmas decorations during the holiday season.

#### **S. PENALTIES FOR RULES VIOLATION AND APPEAL**

1. A penalty of \$500 will be levied against owners who do not properly register their tenants in the General Manager's office and \$500 against those who do not properly check out their tenants at the end of the rental period. Check out may be done in person, by phone, email or text to the General Manager or Security. Owners, through their agents, are responsible that their tenants personally sign in and out.

2. A penalty of \$5,000 will be levied against owners who rent, or whose authorized agents rent their apartments for less than 31 days.

3. A penalty of \$500 will be levied against owners who perform construction/renovation work (other than emergency repairs) without submitting an application to the Board of Directors and obtaining its approval **before** the work is undertaken.

4. A penalty of \$500 for each violation will be levied against owners who do not comply with the hours for workmen.

5. A penalty of \$500 for each violation will be levied against owners who do not comply with the House Rules on animals.

6. In addition to the foregoing penalties, the Board of Directors may impose an additional penalty upon the failure of the owner, his family members, tenants, guests or employees to comply with any restriction, rule or regulation herein, or in the Declaration or Bylaws of The Kahala Beach, provided that:

**a.** The Board of Directors or General Manager shall submit a written notice of the violation to the unit owner and the violator (if the violator is not the unit owner).

**b.** Included in the notice shall be the date and time of the next Board of Directors meeting, at which time the owner may present reasons why a penalty should not be imposed.

**c.** After the hearing, a written decision shall be submitted to the owner no later than 18 days from the date of the Board meeting.

**7.** If the owner wishes to appeal the decision of the Board, he should write a letter to the Board stating the reasons for the requested appeal and deliver it to the General Manager within 30 days after receipt of the written decision.

**8.** The Executive Committee of the Board of Directors shall hear the appeal and its decision shall be final.

**9.** If any violation continues after notice of violation has been given to the owner, such continuing violation shall be deemed to be a new violation and shall be subject to the imposition of new penalties.

## **T. POLICY AGAINST HARASSMENT**

Section 1. The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

Section 2. Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

Section 3. A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

Section 4. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display



of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board of Directors. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

Section 5. The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.