

## **HOUSE RULES THE WHALER ON KA'ANAPALI BEACH**

Includes August 20, 2021 Approved Changes

### Purpose and Authority

The House Rules are designed to foster the ambience of a premier-status destination resort for The Whaler's owners, guests, and visitors. Derived from years of experience, our House Rules minimize annoyances while allowing as much freedom of choice as practical within a community living environment. Adherence to these House Rules enhances The Whaler's reputation as a premier property in the Kaanapali Resort, discourages the improper use of The Whaler, and maximizes the enjoyment of all.

The House Rules are issued and enforced by the Board of Directors (the "Board") of the Association of Apartment Owners of The Whaler On Ka'anapali Beach (the "Association"). The Board is authorized to act pursuant to the Declaration of Condominium Property Regime (the "Declaration") and its amendments, the Bylaws and their amendments, and the apartment deeds and condominium conveyance documents, all of which are recorded in Hawaii's Land Court.

The House Rules apply to all owners, tenants, guests, occupants, and those who are present at The Whaler. Each owner, as a member of the Association, agreed to abide by the Declaration, Bylaws and House Rules. In addition, each owner is responsible for his, her, their or its apartment occupants, guests, contractors, and employees while they are at The Whaler.

### Procedures:

The Board, by adopting the House Rules, authorizes the General Manager, or if there is no General Manager, the person designated by the President of the Board, to investigate claims of House Rule violations. If the General Manager determines that a House Rule violation likely occurred after completing such investigation as the General Manager decides is needed, and if violation is not resolved, the General Manager shall submit a written report to the President of the Board identifying the apartment involved, the names of the person(s) involved, the claimed violation(s) of the House Rules, and the facts upon which the General Manager determined a violation likely occurred.

The President, upon receiving the written report, shall provide a copy of the written report to the rest of the members of the Board, shall provide a copy of the written report to the owner of the apartment involved, and shall place the claimed violation on the agenda for the next regular meeting of the Board for action. The copies of the written report shall be provided by first class mail, postage prepaid, to the address provided by the owner for contact and shall be sent by electronic mail or facsimile if the owner of the apartment involved has provided an electronic mail address or facsimile number. The owner of the apartment

involved shall be told that he, she, it, or they can provide a written response to the President and to the General Manager and can appear at the next regular Board meeting at which the claimed violation will be presented to the Board for action. Written responses to the General Manager's report shall be provided to the President and to the General Manager no later than 7 days before the meeting at which the claimed violation will be presented to the Board for action.

The Board shall consider the report of the General Manager and the response, if any, from the owner of the apartment involved, shall ask the questions of the General Manager, and shall hear from and ask questions of the owner of the apartment involved if the owner attends the meeting at which the claimed violation is reviewed.

The Board, if it finds that it was more likely than not that a violation of the House Rules occurred, may levy a fine not to exceed \$100.00 for each violation that the Board finds occurred. If the owner of the apartment involved did not appear at the meeting at which the Board found a violation, the President of the Board shall inform the owner of the Board's finding by first class mail, postage prepaid and by electronic mail or facsimile if the owner of the apartment involved provided an electronic mail address or facsimile number. The President of the Board also shall tell the owner of the apartment involved that they may appear at the next meeting of the Board to present their information, that the fine will accrue a penalty of \$50.00 per month for each month that the fine is not paid, and that the Board will not attempt to collect the fine until after the owner of the apartment involved had the opportunity to appear at the next Board meeting.

If the owner of the apartment involved appears at the Board meeting, after his, her, its or their presentation and questions from the Board, the Board shall take one of the following actions: a) confirm the determination of a violation and the fine levied; b) confirm the determination of a violation and modify the fine levied; or c) reverse the determination of a violation and reverse the levy of a fine. The President shall inform the owner of the apartment involved, the General Manager and the Managing Agent of the Board's action.

If Board confirms the determination of a violation or if the owner of the apartment involved does not appear at the Board meeting, the penalties shall begin to accrue following conclusion of the meeting. In addition, the Managing Agent shall include in each statement to the owner of the apartment involved the amount of the fine and accruing penalties until paid. If the owner of the apartment involved does not pay the fine and accrued penalties within 12-months of the determination of the violation, the Board shall authorize the placement of a lien against the unit for the unpaid fine and penalties.

## SECTION A

### APARTMENT UNITS

#### 1. Exterior Use of Apartments.

- (a) No owner or occupant shall decorate or landscape any entrance, hallway, planting area or lanai appurtenant to his, her, its, or their apartment except in accordance with standards established by the Board or specific plans approved in writing by the General Manager or the Board.
- (b) Exterior paint colors cannot be altered. The Association can supply paint, if necessary, which will be applied by the Association, when needed, at the cost of the owner.
- (c) All lanai furniture shall be white or off-white, cream, beige, or a light shade of tan or taupe. Owners should check the color wheel available in the Association Office for colors that are approved as “acceptable” before ordering new lanai furniture. Straps, slings or cushions on lanai chairs or chaise lounges shall also be white or off-white, cream, beige, or a light shade of tan or taupe. Other colors on lanai furniture, whether striped, solid, or patterned, are prohibited. Furniture, other than “lanai-type,” is prohibited. “Lanai-type” furniture is that which is of similar size, substance, and use to almost any other furniture generally found on lanais at The Whaler. Prohibited furniture or furnishings on the lanais include, but are not limited to, built-in shelving, decorative statues, electrical appliances, recreational equipment, and fitness equipment. All lanai furniture should have plastic covers, boots, or a smooth sliding surface on the foot of the legs to minimize scraping/scratching noises when moving furniture on the lanais.
- (d) Patio umbrellas are not permitted on lanais because of the unmitigable safety hazards they pose due to strong winds and gusts that occur frequently.
- (e) Potted plants may be placed on lanais. Porcelain or other suitable containers shall be placed under all flowerpots. Plants should not be placed where they will obstruct the view from other apartments. The watering of plants shall be accomplished in such a manner as not to create a nuisance to occupants of adjacent or lower apartments or to persons on the common area ground level. Proper safety precautions must be taken so plants do not fall from lanais. Hanging plants, mobiles, wind chimes, and any other hanging items are prohibited on the lanais. Gardening tools and pots should not be stored on lanais or in potted plants. Wash and spray residue should be contained or cleaned and not allowed to flow off the lanai to lower floors, or to dirty or stain The Whaler Towers.
- (f) Decorative holiday lighting may temporarily be added to lanai railings and holiday-themed non-electrical décor may be temporarily added to the apartment hallway doors during the period from the day after Thanksgiving to January 8 only. Blinking or twinkling lights are prohibited. It is also prohibited to use any mounting hardware that requires drilling, screwing, or permanent attachment to the walls and areas adjacent to the apartment hallway doors.

- (g) No garments, towels, rugs, or other objects shall be hung from windows, lanais or facades of an apartment or otherwise be displayed in public view. No rugs or other objects shall be dusted or shaken from the windows or doors of any apartment or cleaned by beating or sweeping on any walkways, hallways, lanais, entries or within the common elements.
  - (h) For fire safety and the comfort of all owners, no hibachi, cooker, or similar electrical or open fire device shall be used on the lanais.
  - (i) All window treatments visible from the exterior of The Whaler Towers shall be white or off-white. This includes all draperies and blackout draperies. All sheer (transparent) draperies shall be white or off-white. All other window treatments, including blinds, shutters, and window tinting, require approval through the Renovation Review Process. Owners should check with the Association for explanation of the Renovation Review Process before purchase of any window treatments. All window tinting film installed must be "Huper Optic Ceramic 50 or 30 window film," or similar, to ensure the best symmetry at The Whaler. If a similar window tinting film is chosen, written approval must be given by the General Manager to ensure that the tint selected matches in visual appearance. Owners using a contractor must review and complete the Contractor Work Rules, attached hereto as Exhibit "D-1" and by this reference incorporated herein. Installation must be in conformity with the manufacturer's warranty.
  - (j) No objects or items, including lighting of any type, may be attached to the exterior walls of The Whaler Towers. But the Association shall have the ability to install electronic equipment to provide common area services (ex: Wi-Fi).
  - (k) Installation of wiring for electronic, electrical or telephone installations, machines, or other equipment or appurtenances on the outside of The Whaler Towers or protruding through the walls, windows or roof of The Whaler Towers requires the prior written approval of the Board through the Renovation Review Process.
  - (l) No owner or occupant shall erect, place, or maintain any television or other antennas on The Whaler Towers that is visible from any point outside an apartment.
  - (m) Nameplates and names shall not be placed on the walls or areas adjacent to the hallway door of an apartment.
  - (n) No items, including thresholds, may be added to the floor, ceiling, walls, or other areas adjacent to the hallway doors of an apartment. Light fixtures may not be changed or altered.
2. Interior Use of the Apartment.
- (a) No owner or occupant shall do any work which could jeopardize the soundness or safety of the buildings, common elements or The Whaler or reduce the value thereof in the determination of the Board.

- (b) No owner or occupant may add any material structure, without in every such case the consent of seventy-five percent (75%) of the owners, together with the consent of all owners whose apartments or limited common elements appurtenant thereto are directly affected, being first obtained.
- (c) Nonmaterial structural additions to the common elements, including, without limitation, the installation of solar energy devices, or additions to or alteration of an apartment made within such apartment, except as provided in section 2.(k), or within a limited common element appurtenant to and for the exclusive use of the apartment, shall require approval only by the Board and such percentage, number, or group of apartment owners as may be required by the Declaration or Bylaws. “Nonmaterial structural additions to the common elements”, as used in this section, means a structural addition to the common elements which does not jeopardize the soundness or safety of the property, reduce the value thereof, detract from the appearance of The Whaler, interfere with, or deprive any non-consenting owner of the use or enjoyment of any part of The Whaler, or directly affect any non-consenting owner. For purposes of this section, “solar energy device” means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it must be installed in place and ready to be made operational in order to qualify as a “solar energy device.”
- (d) New outlets and switches, which require routing within common element (concrete) walls require the prior written approval of the Board through the Renovation Review Process. A schematic drawing (designation of circuit breakers, wires, conduit) must be provided to the Association and approval is required through the Renovation Review Process. Owners should check with the Association Office for explanation of the Renovation Review Process prior to doing any work.
- (e) Tampering with television, internet, or telephone cables is prohibited. Cable for the telephones, television and data communications must remain in conduit during any remodeling and cannot be free run.
- (f) Fire sprinkler heads and smoke detectors shall not be tampered with or de-activated, unless otherwise advised by a licensed fire sprinkler contractor in order maintain or establish NFPA code requirements. Any sprinkler head replaced must conform to the existing sprinkler head: manufacturer, color, etc.
- (g) Construction of enclosures of the air conditioning units is prohibited. Vents may not be blocked or deflected. Disconnecting the air conditioning sensors on the sliding glass and hallway doors in each apartment is strictly prohibited.
- (h) Owners are responsible for any damage, which may come as a result of having a washer and/or dryer within the apartment. If the apartment’s washer/dryer is locked up, the Association Office must be supplied with a key or access code to provide ready access

pursuant to the Declaration and Bylaws.

- (i) Relocation of plumbing, including but not limited to, washers, dryers, sinks, dishwashers, garbage disposals, showers, tubs, toilets, and common element piping and drains require prior written Board approval of the installation which shall be granted only after (1) the proposed plans are approved by the Association through the Renovation Review Process before submittal to governmental authorities and (2) Special Management Area, plumbing and other required governmental permits are obtained based on the proposed plans approved by the Board. Before beginning any work, owners should check with the Association Office for an explanation of the Renovation Review Process. Installation of new venting in the bathrooms, for dryers, or for kitchen ranges and ovens requires prior written approval by the Board through the Renovation Review Process. Installation of jetted tubs must include soundproofing material designed to minimize noise and vibrations generated by the motor and pump and require the prior written approval of the Board through the Renovation Review Process. Within ten (10) days of occupancy or completion by a contractor, the owner or contractor shall schedule an inspection by the General Manager or its designees such as Association maintenance staff to view the location of the new plumbing shut off valves, accessories, and fixtures.
- (j) Additions to or alteration of an apartment made within an apartment or within a limited common element appurtenant to and for the exclusive use of the apartment, shall require written approval by the Board through the Renovation Review Process, and such percentage, number, or group of all owners as may be required by the Declaration or Bylaws. Owners using a contractor must review and complete the Contractor Work Rules, attached as Exhibit "A-1" that are incorporated by reference. Except for owners of a one bath/one-bedroom units that are covered in Section 1A-2(k), replacement of any existing hard flooring requires prior written approval by the Board through the Renovation Review Process and requires the installation of underlayment that aids in the reduction of noise/vibration transfer. Such underlayment must be inspected and approved by the General Manager or its designee such as the Director of Engineering before hard surface flooring material can be installed. Installation of additional hard flooring requires approval under Section A-2(k).
- (k) One bath/one-bedroom units may install hard flooring in the area extending from the front of the leading edge of the bathroom vanity for a distance approved by the Board through the Renovation Review Process and shall require the installation of underlayment that aids in the reduction of noise/vibration transfer. All hard flooring, such as tile or hardwood floors, that an owner wishes to install in areas beyond the area in which the original parquet flooring in the entry, kitchen, baths, and storage closets was installed, requires the prior written approval of the Board through the Renovation Review Process. All hard flooring must include the installation of underlayment that aids in the reduction of noise/vibration transfer. Details of the proposed hard flooring installation, underlayment being used, and a diagram of the total area where new hard flooring is being installed or existing hard flooring is being replaced, must be submitted to the Association for review and written approval before beginning any work. Approval is through the Renovation Review Process. Owners shall check with the Association

Office for explanation of the Renovation Review Process. Before seeking written approval by the Board, apartments located on floors 2 through 12 shall (i) obtain the written approval of the owner(s) of the apartments immediately below their apartment and of the owner(s) of apartments adjacent their apartment. Approval of adjacent and lower owners must be on the form provided by the General Manager. An owner must deliver all fully signed consent forms to the General Manager along with the Contractor Work Rules and product specifications. The consent form shall state that the consenting owner(s) agree(s) to provide a true copy of the signed consent to any buyer of an interest in the affected apartment. The seller also shall provide written notice to the Association Office that a copy of the signed consent form was provided to the buyer of the apartment. The buyer or the agent of the buyer shall acknowledge that the installation of hard flooring has been approved by the Association.

- (l) Alterations to the kitchen, bathroom and storage closet ceilings require written approval by the Board through the Renovation Review Process. New ceilings must allow for access to utilities located in the common elements. Coring through or other alteration of concrete walls and ceilings is prohibited unless approved through the Renovation Review Process. Interior walls built during the original construction of The Whaler may have been constructed drywall or similar materials that contained asbestos. Before undertaking any work that may involve demolition, stripping, removal, dislodging, cutting, drilling, or other disturbance of any interior wall, the owner and/or the contractor shall meet with the General Manager or its designees such as the Association facilities engineer and discuss the project with him/her. In addition, the owner and/or the contractor must comply with HAR Title 11, Chapter 501, if asbestos material is present and will be disturbed. In addition to asbestos laws and regulations, the owner, and the contractor if hired by the owner, shall comply with all applicable federal and state laws, ordinances, and administrative rules and regulations concerning the work. If a general contractor is hired by the owner, on the request by the Association, the owner shall provide the General Manager with legible copies of the contractor's license, state certification, insurance, and the performance bond if one was required. The owner and/or contractor may proceed with the proposed work upon receipt of a written "start work approval" signed and dated by the General Manager or his/her designee.

Before the re-installation or relocation of a demolished wall, the owner or contractor will be required to install a UL Rated Fire Stopping Assembly in any mechanical or electrical penetrations through concrete floors and walls and make available for the Association an inspection of the Fire Stopping Assembly before closing the surface of the new wall. The owner or contractor shall certify to the Association that the Fire Stopping Assembly complies with the UL Rating Standards. A record copy of the different types of UL Fire Assembly's shall be given to the Association during inspection of the Assembly. The Association can install the Fire Stopping Assembly at a cost to the owner if desired. All individuals installing Fire Stopping Assembly's shall be certified installers and a record of certification must be maintained with the owner or contractor for audit purposes.

- (m) No owner or occupant shall allow an infestation of insects or vermin to exist. Should an owner or occupant become aware of an infestation, the owner or occupant shall notify the

General Manager of the nature and type of infestation and the steps that the owner or occupant will take to eradicate the infestation. The owner or occupant shall provide regular updates to the General Manager of the response to the infestation. If the General Manager becomes aware of an infestation of which an owner or occupant does not give notice, the General Manager shall have the right to enter an apartment for the purpose of determining the nature and type of infestation and for the purpose of eradicating the infestation. Costs of eradication shall be assessed to the owner. Should the General Manager enter an apartment under this rule, the General Manager shall not be responsible for damages or losses of any kind unless caused by the gross negligence or willful misconduct of the General Manager.

- (n) Appeal Process. An owner who was denied approval for any of the above items by the Association can request a review by the Board. The Owner should submit a written request to the General Manager explaining the request in as much detail as possible. The General Manager will forward the request to the President of the Board who will schedule a review of the request and the determination at the next regular Board meeting.

3. Quiet Hours.

- (a) All occupants shall maintain quiet between 10:00 P.M. and 8:00 A.M.
- (b) At all times, all occupants shall avoid making noises and using musical instruments, radios, televisions, and amplifiers in such manner as may disturb other occupants.

4. Property Sales.

- (a) Showings of an apartment or time interval interest shall be by appointment only unless otherwise authorized in writing by the General Manager.

## SECTION B

### COMMON AREAS

1. Soliciting.

- (a) No soliciting of goods and services shall be permitted at The Whaler without the prior written approval of the General Manager or Board.

2. Protection and Use of Common Areas.

- (a) All common elements shall be used only for the purposes for which they were designed.
- (b) No owner or occupant shall place, store, or maintain in the halls, lobbies, stairways, walkways, grounds, or other common elements any furniture, packages or objects of any kind or otherwise obstruct travel through the common elements.

- (c) Furniture, furnishings, and equipment of the common elements have been provided for safety, comfort and convenience of the owners, occupants, and guests and shall not be altered, extended, or removed or transferred to other areas without the written approval of the General Manager.
- (d) Owners or tenants of a ground floor apartment may temporarily move lanai furniture to adjacent lawn areas so long as it does not obstruct a view from another apartment, impede access to an apartment or common area, or disrupt another's enjoyment of the common area.
- (d) Move-in, moving, and removal of large items by owners and occupants shall be coordinated through General Manager or its designee such as Security or the Director of Engineering.
- (e) No refuse, garbage or trash of any kind shall be thrown, placed, or kept on any common elements outside of the disposal facilities provided for such purpose.
- (f) Pool and beach users must dry off before entering lobby area or The Whaler Towers. Owners and occupants are encouraged to dust off beach sand and debris from their feet and beach equipment before entering the lobby area or The Whaler Towers.
- (g) No golf shoes or other cleated sport shoes may be worn in any common element.
- (h) Skateboards, scooters, and similar items shall not be used on any part of the common elements.
- (i) Headsets or earphones must be used when playing music or recordings on an audio device in the common elements.
- (j) Any ball playing or activity involving throwing or hitting an object shall be allowed only in grass areas and at the discretion of the General Manager considering the safety of the individuals involved and the preservation of the common elements and shall not be permitted if occupying a space of more than 15 square yards. There shall be no operation of drones, unmanned flying equipment, or similar activities allowed on any part of the common elements. The tennis courts shall be used only for its designated sports purposes, including tennis and pickle ball.
- (k) Animals are allowed at The Whaler, but no animals shall be permitted in the common areas at any time, except while in transit and when carried or when on a leash. All animals shall be registered at the Front Desk.

Assistance animals can accompany a person with a disability (i.e., a physical or mental impairment that substantially limits one or more major life activities), if the assistance animal aids, performs tasks or services for the benefit of, or provides emotional support to a person with an existing disability that alleviates one or more of the identified symptoms or effects of the person's existing disability. The Association may ask

individuals who have disabilities that are not readily apparent or known to the Association to submit reliable documentation of the disability and of their disability-related need for an assistance animal. The Association can ask what work or tasks the service animal has been trained to perform. The person with the disability must be present with the assistance animal if the animal is in the common areas.

Owners or occupants shall be responsible for cleaning up any waste left by their animals. Failure to clean up waste will constitute a nuisance under the Bylaws and be subject to a fine for the owner. Owners or occupants shall control noises made by their animals. Any animal causing a nuisance or unreasonable disturbance shall be removed from The Whaler upon notice given by the Board of Directors or the General Manager.

## SECTION C

### GENERAL

1. Registration.
  - (a) Safety, security, and identification purposes require all owners and occupants to register at the front desk upon arrival and to give any pertinent information that may be necessary for contacting the person(s) in case of an emergency.
  
2. Keys.
  - (a) If any key(s) is/are entrusted to an Association representative, whether for an owner or occupant's apartment or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the entrusting party and the Association shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting from or connected with the entrusting of the key(s).
  
3. Fireworks.
  - (a) No fireworks of any kind are allowed at The Whaler except by prior written authorization of the General Manager.
  
4. Damage to The Whaler.
  - (a) If any owner, tenant, occupant, guest, contractor, or person allowed to be at The Whaler by an owner or occupant does something that causes property damage to the common elements, to The Whaler, or to another owner's apartment, the owner shall be responsible to repair, replace or pay for the repair or replacement of the damaged property within thirty days of being informed of the damage or the amount of the damage.
  - (b) If an owner, tenant, occupant, guest, contractor, or person allowed to be at The Whaler by an owner or occupant does something that causes bodily injury or harm to another owner

or occupant at The Whaler, the action shall be a breach of peace that creates a nuisance in violation of the Declaration and Bylaws.

5. Apartment Locks.

- (a) If an owner has a lock to the hallway door to an apartment that is not connected to the lock system operated by the Association, the owner shall allow the Association a means of ready access to the apartment for emergency response purposes. Such access shall include a technology that provides for electronic coded access. If an owner elects not to incorporate such a technology the owner shall provide a copy of the key to the apartment to the Association to allow for entry in the event of an emergency.

6. Storage.

- (a) Owner storage lockers, wine storage lockers, and bike storage lockers are to be assigned on first come first served basis. Owners will be wait listed for availability. No apartment may have use of more than one storage locker per category.

7. Smoking.

- (a) The Whaler is a "Non-Smoking" property in accordance with Hawaii's "Smoke-Free" Law, Act 295 effective November 16, 2006. This includes "E-cigarettes" which are not allowed at The Whaler.
- (b) Smoking is prohibited in enclosed or partially enclosed places open to the public. "Enclosed or partially enclosed" is defined as any area closed in by a roof or overhang and two walls and includes, but not limited to, restrooms, lobbies, lanais, interior courtyards, patios, hallways, covered walkways, and other common areas.

8. Stand-up Paddle Boards.

- (a) Stand-up Paddleboards, Kayaks, and Canoes may not be transported in the elevators, stored in the hallways, or on the lanais of any apartment.

## SECTION D

### PARKING

1. Use.

- (a) Parking is permitted for owners, families, tenants, social guest, and licensees, with no assigned spaces.
- (b) No repairs to motor vehicles are permitted at The Whaler. No racing or revving of motors or engines is permitted. Owners and occupants may hose-wash vehicles in designated areas only.

- (c) No parking is allowed at the red painted curbside.
- (d) Loading and unloading is allowed at the yellow painted curbside.
- (e) Other parking restrictions may be imposed from time to time by the Board or the General Manager and shall be in effect 24 hours after being posted in The Whaler Towers.
- (f) Drivers must always maintain a safe speed so as not to endanger another person or cause property damage.

2. Vehicle Registration.

- (a) All vehicles stored in The Whaler parking areas shall be properly licensed and insured under the laws of the State of Hawaii. Each owner, tenant, occupant, or guest shall be required to present adequate proof of current licensing and insurance upon the request of the General Manager, and failure to comply will result in the removal of the vehicle from The Whaler at the vehicle owner's expense. Owners who store their vehicles in Long Term Storage must register their vehicles in the AOA Long Term Storage program.

3. Identification Tags.

- (a) Identification tags for authorized parking at The Whaler may be obtained from the front desk. All vehicles must be registered at the front desk upon arrival at The Whaler, and issued identification tags with the apartment number and the date of check-out for persons not permanently residing at The Whaler. The vehicle identification tags must be displayed on the rear-view mirror of the vehicle while the vehicle is at The Whaler.

4. Storage.

- (a) Any owner who leaves a vehicle at The Whaler and is off-island for one week or more must notify the Association, provide a key, and permit the vehicle to be stored in the area designated by the General Manager from time to time.

5. Permitted Vehicles.

- (a) The only types of motor vehicles permitted at The Whaler are automobiles, motorcycles, and light trucks. Other vehicles may be allowed on a temporary basis but shall not be allowed overnight including those for delivery or construction type activity. Exceptions those approved by the General Manager.

6. Vehicles Other Than Permitted Vehicles.

- (a) The following rules shall apply to any vehicle other than a permitted vehicle including, but not limited to, bicycles, golf carts, mopeds, or motorcycles; provided, however, that these rules shall not be deemed to be exclusive or to modify any other existing house

rules which are reasonably intended to govern the ownership, possession, or use of vehicles other than permitted vehicles.

- (b) Vehicles covered by this Section D-6 must be registered with the security office and such registration shall designate the name of the owner or user of the vehicles, the owner's or user's apartment number, and the color and make of the vehicle. In addition, a duplicate key, or the combination to the lock on any vehicle covered by this Section D-6 must also be given to security. All vehicles covered by this Section D-6 must be registered or licensed as required by any applicable governmental statute, rule, or ordinance.
- (b) All vehicles covered by this Section D-6 must be clean, presentable, and in operable condition.
- (c) No vehicles covered by this Section D-6 shall be operated or allowed on or within the common elements except for the operation of such vehicles within The Whalers roadways, garage, or designated parking areas. All vehicles covered by this Section D-6 shall only be parked in areas designated for the parking of such vehicles. Violations of these provisions may cause the vehicle to be towed or removed from The Whaler.

7. No Assigned Spaces.

- (a) No person has any right to a specific parking space in the garage. Cars must have an appropriate parking permit prominently displayed whenever they are parked on property. Cars parked improperly will be fined or towed at the discretion of the General Manger.
- (b) An owner or tenant with a disability recognized by the law may request a designated parking space. All requests for a designated parking space must be submitted to the President who will present the requests for determination by the Board at the next regular meeting or who will act upon the request if the next regular meeting is not scheduled to occur within 4 weeks of the request.

8. Number of Vehicles in The Event of Parking Shortages.

- (a) In the event that the number of vehicles at The Whaler exceeds the number of spaces in the parking facilities, the General Manager shall have the authority to ask those occupying an apartment to only park one vehicle at The Whaler's parking facilities. If the number of vehicles at the Whaler continues to exceed the number of spaces in the parking facilities, the General Manager shall have the authority to move stored vehicles to a secure location off The Whaler.