

ASSOCIATION OF APARTMENT OWNERS OF MAUI LANI TERRACES

HOUSE RULES

Revised June 12, 2007

I. GENERAL

The purpose of these House Rules is to protect all of the residents of Maui Lani Terraces from annoyance and nuisance caused by improper use of the common elements in the complex, and also to protect the reputation and desirability of Maui Lani Terraces itself by providing maximum enjoyment of the complex. These Rules may be amended by the Board of Directors, as provided in the Association's By-Laws. Note that certain sections of these House Rules have been extracted, either in whole or in part, from the By-Laws, and an amendment of those sections will require an amendment of the By-Laws from which they are extracted.

The full authority and responsibility of enforcing these House Rules resides in the Board of Directors. The Board may delegate that authority and responsibility to a Managing Agent and will be administrated by the Resident Manager. All residents of Maui Lani Terraces, their guests, and Tenants shall be bound by these House Rules and by standards of reasonable conduct whether or not covered by these House Rules.

II. OCCUPANCY

A. An apartment shall be used only as a residence and shall not be used for business or other purposes without prior written approval of the Board of Directors.

B. An absentee owner, at his expense, shall have an agent, friend, or maid conduct periodic inspections of the owner's apartment for plumbing and appliance malfunctions, and assume responsibility for the contents thereof.

C. No dogs (except certified seeing-eye dogs, certified signal dogs, or service dogs required by handicapped persons), cats, livestock, poultry, rabbits, or any other kind of animal whatsoever shall be allowed in or kept in any part of the premises.

D. All apartment owners and occupants shall be responsible for the conduct of all guests at all times, ensuring that their behavior is neither offensive to any occupant of the complex nor damaging to any portion of the common elements. There are no specific age restrictions upon children's unsupervised use of the recreation areas and the swimming pools. However, parents and/or guardians are responsible for the safety and conduct of their children, and are expected to utilize reasonable judgment in determining whether their children may safely utilize the recreation areas and the swimming pool. No person is permitted to play in the corridors, parking areas or grounds.

III. TEMPORARY OCCUPANCY

A. Subject to the terms of the Apartment Deed, the Declaration, and the By-Laws, an apartment owner may lease or rent his apartment to other persons or make it available to friends, but the person or persons leasing, renting, or living in the apartment shall abide by the

Declaration, the By-Laws, and these House Rules, and the owner shall assume responsibility for such an occupant's conduct. The owner must notify the Resident Manager and Rental Agent of the names and length of anticipated occupancy of all lessees, renters, or guests, and must deliver to lessees, renter, or guests a copy of these House Rules.

B. Since each apartment owner shall be responsible for the conduct of any such lessee, renter, or guest, if the apartment owner is unable to control the conduct of the lessee, renter, or guest, and such a person fails to observe all of the provisions of the Declaration, the By-Laws, and these House Rules, the apartment owner shall, if so requested by the Board of Directors or the Managing Agent, immediately remove the lessee, renter, or guest from the premises, without compensation for lost rentals or any other damage resulting therefrom.

C. Each apartment owner shall be responsible for designating an individual or firm on Maui to represent his interest if his residence is outside of Hawaii or if he will be absent from the apartment for more than thirty (30) days. In such circumstances, the owner shall file with the Managing Agent his out-of-town address and telephone number and the telephone number of his agent/representative on Maui.

D. The Managing Agent/Resident Manager is not required to give access to any apartment without the written permission of its owner.

IV. COMMON AREAS, ENTRANCES, LANAIS, AND WINDOWS

A. No apartment 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 transit through such common elements which are not to be used for any other purpose than ingress and egress.

B. Except as expressly permitted in the Declaration, no apartment owner shall decorate or landscape any entrance, hallway, planting areas, court, or lanai appurtenant to his apartment, except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board.

C. No textile items, including towels, bathing apparel, clothing, and laundry, nor any brooms, mops, cartons, or other objects shall be placed on lanais or passageways or in windows so as to be in view from outside the building or other apartments; nor shall the lanais be used for storage purposes. No plants or objects shall be placed on lanai railings.

D. Skates, scooters, and skateboards are not permitted to be used on the property. The use of bicycles and mopeds is not permitted except for ingress and egress. There shall be no ball or Frisbee playing on the lawns or in the parking areas.

E. Nothing shall be thrown from lanais, windows, and entrance balconies. Cigarettes and matches, especially are a fire hazard. The throwing of firecrackers from lanais and the exploding of any fireworks anywhere within the complex is expressly prohibited.

F. No shoes, slippers, laundry, or other articles shall be left in view at front entrances.

G. Tenants shall dispose of trash in the area provided. Garbage, rubbish, and other trash deposited in trash bins must be wrapped securely. There shall be no dumping of loose garbage in the trash. No garbage, trash, boxes, etc., will be left in common areas. Tenants shall remove all large boxes and large items from the property.

H. No fires, open flames, hibachis, charcoal grills, or any kind whatsoever shall be permitted in any apartment or any lanai or passageway. Barbecuing is only permitted in areas designated by the Resident Manager.

I. No solicitation or canvassing will be allowed in the complex at any time.

J. Furniture placed in any common area is for use in that specific area and must not be moved therefrom.

K. Curtains and drapes shall be white or off-white, so as to create a uniform appearance.

L. All damages to any building or other common element shall be paid by the person causing the damage.

M. The only authorized lanai floor covering is Astroturf-type carpet as approved by the Board of Directors. Installation must be done by a certified contractor.

N. Only screen/security doors as selected and approved by the Board of Directors may be installed in individual units. Installation must be done by a certified contractor.

O. Only peepholes as selected and approved by the Board of Directors may be installed on individual unit doors. Installation must be done by a certified contractor.

P. Only sunshades as selected and approved by the Board of Directors may be installed on individual lanais. The installation must be done by a certified contractor or Maui Lani Terraces staff. Please contact the Resident Manager for installation charges..

V. POOL RULES

A. NO LIFEGUARD WILL BE ON DUTY. Persons using pool facilities, do so at their own risk. Management is not responsible for articles which are lost, damaged, or stolen.

B. The pool is to be used only between the hours of 9:00 A.M. and 10:00 P.M. Management reserves the right to change said hours at any time without prior notice.

C. Persons under the age of 16 must be supervised by an adult.

D. Any person who is ill, has any contagious skin condition, infection, open sores, or other communicable disease shall not be permitted to use the pool.

E. The pool is reserved exclusively for the use of tenants. Each apartment is permitted a maximum of two guests while using the pool. Tenant must be with the guest(s) at all times.

F. No glass may be brought onto the pool area.

G. Boisterous or dangerous behavior in or around the pool area is cause for eviction from the pool area.

H. Showering is required immediately prior to entering the pool area.

I. Owners, guests, and tenants are required to be properly attired at all times going to and from and in or around the pool area.

J. No toys, inner tubes, or any other objects whatsoever shall be permitted in the pool at any time.

K. Safety equipment is not to be used except in case of an emergency.

L. No alcoholic beverages shall be permitted in the pool area at any time. No person(s) under the influence of alcohol or drugs is permitted in the pool area.

M. Management reserves the right to exclude any and all persons from the use of the pool.

N. Persons using the recreation room and any equipment therein do so at their own risk. Management is not responsible for articles which are lost, damaged, or stolen. No food or beverages are allowed in the recreation room.

VI. PARKING RULES

A. Pursuant to Section 290-11, Hawaii Revised Statutes, violators of parking regulations will have their cars towed away at their expense to the towing yard identified on the signs posted on the premises.

B. **THERE IS ASSIGNED PARKING:** You must park in your designated parking space.

C. **GUEST PARKING:** Instruct your guests to park in designated guest parking area. Your guest must have a temporary parking permit issued by the office.

D. Pursuant to Section 290-11, no tractor, trailer, truck, or watercraft shall be permitted to park on the property.

E. SPEED LIMIT IS 5 MPH: Use of excessive speed is cause for a fine. Remember, you are responsible for your guests and their driving habits.

F. AUTO REPAIRS: No auto repairs of any kind are allowed on the premises (other than tire changing). Autos with bad mufflers or belt noises have 72 hours to repair vehicle.

G. All vehicles must have current registration, safety stickers as required by law, and be in running condition.

H. STALL MAINTENANCE: No personal items, lumber, furniture, or crates shall be stored in the parking spaces. Owners will be responsible to keep the parking space clean and free of any leakage from vehicles, i.e., oil. New soiled spots must be cleaned within 72 hours or the Owner will be charged for the cleaning expense.

I. There are a limited number of parking stalls available to rent on a first-come, first-served basis. Occupants renting the parking stalls will adhere to all House Rules and parking stalls will be rented for a minimum of six (6) months. The monthly fee for the parking stalls will be \$20.00 for a single stall and \$40.00 for a double stall. Please contact the Site Office for details.

VII. NOISE

A. All residents shall avoid excessive and/or disturbing noise of any kind at any time. The peace and quiet for other residents must be considered at all times.

B. Doors should not be slammed.

C. No construction work is to start before 8:00 a.m. and should be finished by 5:00 p.m. This will be in effect Monday through Saturday. No construction shall be performed on Sundays or Holidays. Painting, electrical, etc., is not considered construction as it is not noisy. All work must be done inside the unit as quietly as possible and not in hallways or on lanai nor on lanai extensions or grounds. All debris is to be taken away by the construction crew and nothing is to be put in the trash bins. A copy of these House Rules shall be given to each Owner and construction workers in units being worked on. The Resident Manager is to ensure that these rules are followed.

D. Radios, TVs, stereos, hi-fis, and tape recorders shall be played at reduced volume during the hours of 10:00 p.m. to 8:00 a.m. No washer or dryer use is permitted during this period.

E. After 10:00 p.m., all persons using corridors, stairways, sidewalks, and driveways within the complex shall keep noise to a minimum.

F. Excessive and/or disturbing noise of any kind at any time should be reported to the Resident Manager/Managing Agent who will take appropriate action.

VIII. BUILDING MODIFICATIONS

A. No structural changes of any type shall be permitted either within or without an apartment without prior written approval of the Board of Directors.

B. No awnings, shades, windbreaks, or other similar devices shall be installed on lanai or the outside of buildings without prior approval of the Board of Directors.

C. No signs, signals, or lettering shall be inscribed or exposed on any part of any building, nor shall anything be projected out of any window or from any lanai.

D. Owners requesting to install air conditioners must present their request to the Resident Manager in writing. The air conditioning unit must be installed at lanai level with a drip pan and lines. Installation shall be done by a qualified person. The Resident Manager shall inspect and approve the installation.

E. Owners are required to service their own smoke alarms.

F. Window tinting is prohibited.

G. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of a building.

H. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment.

I. Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their own expense (including without limitation the cost of obtaining any bonds required by the Declaration of By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their apartments and/or common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's written acknowledgment of the request or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

IX. VIOLATIONS

If any person violates any of these Rules, the Board or the Managing Agent may:

A. Enter the apartment in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the defaulting apartment owner, any