

HOUSE RULES FOR THE IRONWOODS:

Revised: August 25, 2016

These "House Rules" represent the rules for THE IRONWOODS and supplement, but do not change, the obligations of owners and tenants contained in official condominium documents pertaining to the Project. They apply specifically to owner-residents and tenants of THE IRONWOODS as well as to the members of their families and guests, and shall be enforced by the Board of Directors ("Board") of the Association of Apartment Owners ("Association"), and its Resident Managers. The Board has the responsibility to make such other rules from time to time or amend the following rules as maybe deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of all occupants of THE IRONWOODS.

The full authority and responsibility for enforcing these rules has been delegated to the Resident Managers by the Board. All owners, occupants, renters and guests shall be bound by these rules and by standards of reasonable conduct whether covered by these Rules or not: provided, however, that neither the Board nor the Resident Manager shall be responsible for any noncompliance or violation of these Rules.

SECTION A. RULES PERTAINING TO APARTMENTS

A-1. No awnings, shades, venetian blinds, window guards, towels, swimwear, radio or television antennae shall be attached or hung from the exterior of any building, balconies, lanai's or windows, or protrude through the walls, window or roof thereof, and no notice, advertisement, bill, poster, illumination or other sign shall be inscribed or posted on or about the Project except as shall be approved in writing by the Board which approval maybe granted or refused at the sole discretion of the Board nor shall anything be projected from any windows of any building, without similar approval.

A-2 Apartment Maintenance: The repair and maintenance of apartment interiors are the responsibility of the individual owners.

A-3 Name Plates and names shall only be permitted in specified places and in the form approved by the Board

A-4 All radio, television or other electrical equipment of any kind or nature installed or used in each apartment unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the apartment owners alone shall be liable for any damage or injury caused by radio, television, or other electrical equipment in such apartment owner's unit.

A-4a. Any owner wishing to install a satellite dish must contact the Association office for the Ironwoods satellite dish guidelines prior to installation.

A-5 All noise from whatever source shall be discriminately controlled in order that other residents shall not be disturbed or annoyed. Quiet shall prevail between the hours of 10:00 p.m. and 8:00 a.m.

A-6 Emergencies: If the immediate services of the Police Department, the Fire Department, and Ambulance or Doctor are required, the desired agency or person should be called directly. Any emergency particularly such emergencies as flooding, fire, theft, etc., should also be called to the attention of the Manager after the appropriate agency has been notified.

Telephone Numbers:

Ambulance, Fire, and Police: 911
Kapalua Security: 665-9101
Manager's Office: 669-0216

A-7 The Board, or Manager, shall not be responsible for packages or other deliveries left at the doors of apartments or any other undesignated place on premises, or for any personal property placed or left in or about the premises.

A-8 Potted Plants. Potted Plants may be placed on balconies and lanais. Porcelain or other suitable containers shall be placed under all flower pots. The care and watering of plants and the sweeping and mopping of lanais shall be the responsibility of each apartment owner and shall be accomplished in such a manner as not to create a nuisance to the persons residing in adjacent apartments or to persons on the ground of the premises. Proper safety precautions must be taken so plants do not fall from balconies.

A-9 Hazards: No occupant shall use or permit to be brought into any apartment or common areas anything deemed hazardous to life, limb, or property, such as gasoline, propane, kerosene, naphthalene or other combustibles of like nature, including portable barbecues of any and all types, or any gunpowder, fireworks, or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the apartments which might result in violation of the law or in the cancellation of the insurance or increase the insurance rates on the buildings of the Project.

A-10 No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project. Feeding of the birds and animals in the common areas is considered a health hazard, nor bird feeders allowed on the premises.

A-11 Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or these House Rules, certified guide dogs, signal dogs or other animals upon which handicapped occupants depend for assistance shall be permitted to be kept in the apartments of such persons and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by the occupants to whom they belong while present upon the common elements. This exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by handicapped guests of occupants. If a certified guide dog, signal dog, or other animal depended upon by a handicapped occupant to enable him to use and enjoy the common elements and/or his apartment causes a nuisance or creates an unreasonable disturbance, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of the ejection of the animal from the Project. Ejection of such an animal will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will none the less be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts

to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that its continued presence during that time does not constitute an unreasonable imposition upon other occupants.

A-12 Dusting and Sweeping: Garments, rugs, mops or other objects shall not be dusted or shaken from windows, balconies or lanais. Dirt, rubbish, or litter shall not be swept or thrown from apartment into any part of the premises. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows, doors, balconies or lanais into any part of the premises. Lanai railings are not to be used to hang clothing, towels, rugs, or any other object.

A-13 Balconies maybe furnished appropriately with chairs, lounges and small tables and kept in an orderly manner.

A-14 Garbage: Kitchen disposals should be utilized for disposing of soft waste. Water should be used when operating disposals and should be left running for a brief period after the disposal has been turned off.

A-15 Guests: The owner is responsible at all times for the responsible conduct of his guests. If an owner or owners designated agent cannot control the conduct of such owner's lessee, renter or guest, such owner or agent shall upon request of the Board or Manager, immediately remove or have removed such lessee, renter or guest from the apartment, without compensation for lost rentals or any damages therefrom.

A-16 Pest Control: Due to past experience with termites and wood boring beetles, owners who are bringing in furniture or who are doing any remodeling will be asked to provide a certification that the cabinet, furniture or lumber and construction materials are certified as termite and pest free. In the event an owner introduces termites or wood boring beetles or any other insect or vermin to the property that affects a common element, a limited common element or any other Apartment, the owner who introduced the pest will be responsible for all damage caused and for the cost of abatement of the same.

SECTION B. COMMON AREA

B-1 Soliciting: No solicitation of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board.

B-2 Boats, surfboards, bicycles or related items shall not be left or allowed to stand on any part of the premises, other than within the confines of an apartment or storage area set aside or assigned for such purposes.

B-3 With the exception of properly registered, licensed and insured automobiles, no wheeled vehicles and devices of any type whatsoever, shall be stored or operated on any part of the property. For the safety of residents at the property, motorcycles, mopeds, skateboards, roller-skates, and rollerblades are prohibited from being used on the property.

B-4 Move-in and moving of large items should be coordinated through the Resident Managers. Any damage to the common elements caused by moving of furniture or other personal effects shall be repaired at the expense of the owner causing such damage.

B-5 Protection of Common Areas: Furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all residents and guests and, therefore, shall not be altered, extended or removed or transferred to other areas without permission of the Property Manager.

B-6 Responsibility for damage: Each owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common element caused by himself, his family, his guests or any other occupants of his apartment. State law (Section 577-3, Hawaii Revised Statutes) renders parents liable for all property damage or personal injury tortuously caused by their children.

B-7 Use of Grounds etc.: The grounds, walkways, driveways and other similar common elements shall be used strictly for ingress and egress from the parking and building areas, and must be at all times kept free of obstructions.

B-8 Guests or renters are not permitted to pick fruit or flowers on the grounds.

B-9 Access to the beach from any apartment shall be by means of the path in front of building #1 ONLY. Each owner or tenant shall be held personally responsible for any damage or destruction to the slope caused by illegal use of the slope to gain access to the beach. In order to avoid an increase in our insurance premiums, we will strictly enforce this rule.

B-10 Residents and guests shall not climb on trees, fences, walls or other common elements.

SECTION C. GENERAL

C-1 If any key(s) are entrusted by an owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor, to the Resident Managers, whether for such owner's or occupant's unit or any automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the owner or occupant and the Board, or Resident Managers shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting from or connected therewith.

C-2 Nothing shall be allowed done or kept in an apartment or the common areas of the Ironwoods 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, nor shall any noxious or offensive activity or nuisance be made or suffered therein.

C-3 Complaints and suggestions regarding the Project shall be made in writing to the Board or the Resident Managers.

C-4 Fireworks: There shall be NO shooting of fireworks of any type at any time in, from, or around any building or the common areas.

C-5 Apartment Locks: The Board or Resident Managers will retain a passkey to each apartment. If the lock is to be changed, the Managers shall be notified and the new lock shall be of the type that can be operated by the Manager's key, including also any key needed for a deadbolt lock.

C-6 Registration: Each guest and renter is required to personally register his name and length of stay in the Ironwoods Office upon arrival. If arrival occurs after office hours, on weekend or on holidays, registration should be done on the first working day after arrival. Owners must notify their rental agents of this registration requirement.

C-7 Use of tennis courts, swimming pools and spa is prohibited by anyone not residing at the Ironwoods, with the exception of guests accompanied by owners.

C-8. The minimum rental stay for any tenant shall be thirty (30) days. The maximum rental period for any particular rental tenant shall not exceed sixty (60) days. On all proposed rentals, the owner and/or his agent, must present applicants Tenant Application to the Ironwood Manager for review and written approval by the Ironwoods Board of Director, before the applicant occupies an apartment. All applications must show the name(s) and permanent address of the person(s) whose names will appear on the lease, the names and permanent addresses of all persons planning to occupy the apartment, the start date and term of the lease. Each new tenant must check in at the ironwoods Office as soon as possible after arrival in order to receive, abide by and sign for a copy of the House Rules or such summary of the house Rules as may be offered by the Ironwoods manager. Renters and guests are expected to contact the owner or his Rental Agent in the event of any difficulties in connection with their stay in any particular apartment. The Manager's office is not a renting agent and is directed by the Board not to become involved with these matters.

C-8(a) Violations of the Rental Policy will result in the following actions and/or penalties:

1. For any violation occurring at any time during an Owner's ownership of his or her Apartment of the minimum stay or having more than one rental in a calendar month:
1st violation, a letter of censure from the Board or President
2nd violation, a fine of \$500 per day of violation
3rd and subsequent violations, \$1,000 per day of violation
2. For any violation occurring at any time during an owner's ownership of his or her Apartment of the requirement for prior approval by the Ironwoods Manager or President of the applicant's Tenant Application before the applicant occupies an Apartment, or a tenant's failure to check in at the Ironwoods office as soon as is practical after arrival:
1st violation, a letter of censure
2nd violation, a fine of \$200
3rd and subsequent violations, a fine of \$500

C-9. There shall be no sub-leases without written consent of the owner and the Ironwoods Board of Directors.

SECTION D. PARKING

D-1 Damage to cars and other objects or common areas shall be the responsibility of the person causing the damage.

D-2 Automobiles shall not be serviced or otherwise repaired except in emergency situations to allow the vehicle to be driven off the project for repair. Racing of motors, screeching of tires, and any similar disturbing operation of a vehicle, is prohibited.

D-3 Residents may not hose-wash automobiles in the parking areas nor use such areas for recreation. Automobiles may be hose-washed only in designated areas.

D-4 No personal items such as lumber, furniture or crates shall be permitted in the parking area without written permission from the Board.

D-5 Vehicles shall travel at a speed no greater than 10 mph. Drivers are expected to observe the traffic and directional signals for the safety of all.

D-6 Vehicles shall be parked only in garages or those spaces designated as parking stalls.

D-7 Vehicles stored on property by owners must be parked in the parking lot adjacent to the entrance of the Project. A key to the vehicle being stored must be left with the Resident Manager in case of emergency.

SECTION E. POOL AREA

E-1 The pool and surrounding areas are for the exclusive use of residents and their guests between the hours of 8:00 a.m. and 9:00 p.m.

E-2 All suntan oil, bobbie pins, hairpins, and other such material shall be removed before entering the pool. All persons using oils, etc., should protect the furniture and the deck area.

E-3 WARNING. SWIMMING OR USING THE POOL OR HOT TUB CAN BE DANGEROUS. THERE IS NO LIFEGUARD ON DUTY. ANYONE USING THE POOL OR HOT TUB DOES SO AT THEIR OWN RISK. SWIMMING OR USING A POOL OR HOT TUB CAN BE DANGEROUS AND MAY CAUSE SERIOUS BODILY INJURY AND SOMETIMES DEATH. ANYONE SWIMMING OR USING THE POOL OR HOT TUB ASSUMES THE RISKS INVOLVED WITH SUCH ACTION. THIS WARNING NOTIFIES ALL OWNERS AND OTHER OCCUPANTS OF THE PROJECT THAT THE ASSOCIATION OF APARTMENT OWNERS OF THE IRONWOODS DOES NOT PROVIDE A LIFEGUARD FOR THE POOL OR HOT TUB AND ACCEPTS NO RESPONSIBILITY FOR USE OF THE POOL OR HOT TUB BY ANYONE WHETHER AN OWNER, TENANT, INVITEE, LICENSEE OR THE GENERAL PUBLIC. Children who are not water safe (cannot swim) must be supervised by an adult. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the hot tub. 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 pool, hot tub and other recreational facilities.

E-4 "HORSEPLAY", running, screaming or other boisterous conduct is not permitted in the pool area.

E-5 Glass or other breakable containers shall not be brought into the pool area.

E-6 No pets shall be permitted in the pool area, provided however, that certified guide dogs, signal dogs, and other animals relied upon by handicapped occupants for purposes of mobility shall be allowed in the pool area when accompanying such handicapped occupant.

E-7 All personal belongings such as towels, sunglasses, books, etc., shall be removed upon leaving the pool area.

E-8 Only the following equipment may be used in the pool; snorkel, masks, goggles and small inflatable toys: however, such equipment shall be used with reasonable and due consideration for others.

E-9 Swimming is not allowed in other than proper swimming apparel.

E-10 Residents and guests shall use the swimming pool and spa at their own risk.

E-11 All persons afflicted with a disease or other condition generally accepted by the medical community as being transmitted through casual contact shall be excluded from bathing in the pool or spa.

E-12 Persons under the age of twelve are not permitted in the Spa, due to health risks.

E-13 Spitting, spouting of water or blowing the nose in the swimming pool shall not be permitted.

E-14 Because the use of equipment in the exercise room presents a potentially hazardous situation if the equipment is improperly operated, persons under the ages of fourteen are not permitted to use the equipment in the exercise room without supervision from a responsible adult.

E-15 All persons shall comply with the requests of the Property Managers concerning their personal conduct in and about the pool and adjacent area.

SECTION F. PENALTIES

F-1. Penalties for violations of the Declaration, Bylaws, or these House Rules will be assessed as follows:

First offense - \$100 is charged to the owner

Second offense - \$150 is charged to the owner

Third offense - \$200 is charged to the owner

Fourth offense - \$1,000 is charged to the owner

SECTION G. COMPLIANCE WITH KAPALUA RESORT ASSOCIATION

G-1. Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Rules and Regulations of the Kapalua Resort Association (KRA) and in the event of any conflict between these House Rules and the KRA Rules and Regulations, the Rules and Regulations of KRA shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Rules and Regulations of KRA.