

# HOUSE RULES

OF

## KAMAOLE SANDS ASSOCIATION OF APARTMENT OWNERS

The following administrative rules and regulations "(House Rules)" effective the 1<sup>st</sup> day of December, 2003, have been duly adopted by the Board of Directors of the Association of Apartment Owners of Kamaole Sands, pursuant to authority of Section 4 of Article IV of the By-Laws ("By-Laws") of the Association of Apartment Owners of Kamaole Sands ("Association") and shall apply to the project and to all present and future owners, lessees and occupants of any apartments of the project and all other persons who shall at any time use the project. All prior house rules of the Association are superseded as of the effective date specified above.

### ARTICLE I

#### ENFORCEMENT

Section 1. *Authority.* Compliance with the House Rules is required by Section 514A-88, Hawaii Revised Statutes, and paragraph 14 of the Declaration of Horizontal Property Regime of Kamaole Sands ("Declaration").

Section 2. *Costs of Enforcement.* In accordance with Article VI, Section 5, of the By-Laws, the cost of enforcement is the obligation of the apartment owners responsible for the conduct of the person violating the House Rules. Additionally, Section 514A-94(a), Hawaii Revised Statutes provides, in part:

"All costs expenses, including reasonable attorneys' fees, incurred by or on behalf of the association for:

(3) Enforcing any provision of the declaration, bylaws, house rules, and the Condominium Property Act; . . . against an owner, occupant, tenant, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the association by such person or persons;.

Section 3. *Enforcement of Project Documents.* The Board shall have such powers and duties as may be necessary or proper for enforcement, including without limitation, establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declarations, By-Laws and these House Rules; provided such penalties and fines are not inconsistent with the law. The unpaid amount of such penalties and fines against any apartment owner

shall constitute a lien against his/her interest in his/her apartment which may be foreclosed by the Board of Directors or Managing Agent in the same manner provided in the Condominium Property Act for common expenses; provided, however, that the said lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by governmental authority against the apartment and to all sums unpaid on any mortgage of record recorded prior to the recondition of the notice of lien by the Association. The Board shall have the power to impose monetary fines upon Owners, tenants, and other persons using or coming upon the project or any part thereof for any purpose whatsoever, for violations of the Declaration, By-Laws, House Rules and regulations or any statute, ordinance, or applicable requirement of any governmental entity, in accordance with a reasonable schedule of fines to be imposed in a fair and impartial manner. The Board of Directors may authorize the Managing Agent or resident manager, if any, to impose the aforementioned fines in accordance with such schedule. Written notice of the initial schedule of fines and each new schedule of fines, including any amendments thereto, shall be sent to all Owners and the Owners shall be allowed the opportunity to be heard thereon at the next regular meeting of the Board of Directors. Such notice shall be mailed to the Owners at least fourteen (14) days in advance of the meetings.

The Board of Directors may establish an appeals process whereby the appellant will be given an opportunity to present defenses and supporting evidence. The initial appeal shall be heard and decided on by the Board of Directors, which ruling may be further appealed, if so desired by the appellant, to an Appeals Committee, consisting of three apartment owners. The findings of the Appeals Committee shall be final. If the appellant is a tenant, the owner or the owner's agent shall be required to be present at all meetings.

Section 4. *Receipt for House Rules.* Each owner shall be provided a copy of the House Rules by the Resident Manager and shall receipt for the same. The terms of any written lease between an owner and a lessee shall incorporate the House Rules by reference and require compliance by the lessee.

## ARTICLE II

### DEFINITIONS

Section 1. *Owner.* "Owner" means (i) the person or persons holding legal title to an apartment, (ii) the lessee of an apartment under the terms of a lease filed with the Board of Directors, and (iii) the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances. One or more of the above definitions may apply to one person.



Section 2. *Lessee*. "Lessee" means a person occupying an apartment pursuant to the terms of a written or oral lease not filed with the Board of Directors as referenced in Sections 1 (ii) above, including, without limitations, a person occupying an apartment a long-term or transient renter.

Section 3. *Guest*. "Guest" means a person other than an owner or a lessee, on the premises pursuant to invitation of an occupant owners or occupant lessee.

Section 4. *Occupant*. "Occupant" means (i) any person lawfully occupying an apartment for any period of time, whether otherwise defined as an owner, lessee or guest, and (ii) an owner entitled to possession of an apartment not leased by such owner to another person.

Section 5. *Person*. "Person" means an individual, firm, corporation, partnership or other legal entity.

Section 6. *Premises*. "Premises" means the entire condominium project, consisting of apartments, common elements and limited common elements.

Section 7. *Common Elements*. "Common Elements" is defined in Section 5 of the Declaration and includes, among other things, the land, yards, landscaping, refuse facilities, swimming pool, jaccuzis, tennis courts, recreational facilities, driveways, recreation building and common utility facilities.

Section 8. *Limited Common Elements*. "Limited Common Elements" is defined in Section 65 of the Declaration as including parking stalls set aside for the exclusive use of certain apartments.

Section 9. *Barbecue Areas*. "Barbecue Areas" means and includes the immediate area surrounding the barbecue grills. The barbecue areas are depicted upon the Condominium Map.

Section 10. *Recreation Building*. "Recreation Building" means and includes the one-story building near the West boundary of the property.

Section 11. *Swimming Recreation Area*. "Swimming Recreation Area" means and includes that portion of the premises surrounding the swimming pool.

Section 12. *Tennis Courts*. "Tennis Courts" means and includes the tennis courts as depicted upon the Condominium Map.

Section 13. *Front Desk.* "Front Desk" means the area in the Recreation Building leased by a rental agent.

Section 14. *Car Wash Area.* "Car Wash Area" means the area located in the visitor parking with a sign that states "Car Wash".

Section 15. *Visitor Parking.* "Visitor Parking" means an area of parking stalls owned by the Association that are not deeded to a particular apartment labeled Visitor Parking.

### ARTICLE III

#### GENERAL

Section 1. *Use; Number of Occupants.* Each apartment may be used only as a private dwelling by the owner, his tenant, family, domestic servants and social guests and may be utilized for long-term or transient rentals. It shall not be used for any form of time sharing. "Time sharing," as used herein, is defined as being any system under which any person owns an interest in the apartment or is affiliated with or owns an interest in an organization under an arrangement which entitles such person to have the use of the apartment on a periodic basis or periodically to occupy the apartment or some other apartment for a continuous period of less than one year. An apartment shall not be occupied by more people than the greater of (i) two times the number of bedrooms in the apartment or (ii) two times the number of bathrooms in the apartment. Notwithstanding anything to the contrary herein, this restriction will not be applied unreasonably to limit or exclude families with children or to otherwise violate State or Federal Fair Housing Acts.

Section 2. *Registration.* Owners, guests and lessees must register with the Front Desk, at the time of commencement of occupancy. Registration shall consist of filling out a registration form containing such required information as the Board of Directors may from time to time specify. Owners are required to ensure such registration by their lessees and guests.

Section 3. *Non-occupant Owner and Lessee.* A non-occupant owner or non-occupant lessee shall not be permitted to use the barbecue areas, recreation building, swimming recreation area and tennis courts, except as a guest of an occupant owner or an occupant lessee.

Section 4. *Invitations to Guests.* Guests may be invited onto the premises only by an occupant owner or occupant lessee and not by a guest, non-occupant owner or non-occupant lessee. Due to limited parking and amenity availability, no occupant owner or occupant lessee shall invite more than 10 guest without prior arrangements with the Resident Manager.



Section 5. *Guests Use of Facilities.* Guests may not use the Barbecue areas, recreation building, swimming recreation or tennis courts unless accompanied by a host occupant owner or occupant lessee.

Section 6. *Noise.* No person on the premises shall make any noise or engage in any loud or offensive conduct which shall disturb or annoy any owner or lessee. Quiet Hours are in effect from 10:00pm to 8:00am daily. Power tools and construction is only allowed from 9:00am to 5:00pm Monday through Saturday. No power tools or construction is allowed on Sundays and Federal Holidays.

Section 7. *Responsibility of Owner.* Owners shall be responsible for ensuring compliance by their lessees and guests with the House Rules. Owners shall be responsible, including liability for damages, for the conduct of their lessees and guests.

Section 8. *Solicitation.* No soliciting of goods or services or religious or political causes shall be permitted on the premises.

Section 9. *Keys to Apartments.* Each owner shall, at the time of commencement of occupancy or thereafter whenever the lock shall be changed provide the Resident Manager with a key to his or her apartment to allow access to the apartment in accordance with Section 514-6(f), Hawaii Revised Statutes, for operation of the premises or making emergency repairs. In the event an occupant is locked out of his or her apartment the Resident manager shall open the apartment door for such person upon request, provided (i) the Resident Manager has been furnished a key to the apartment in accordance with the first sentence of this section, (ii) the Resident Manager has personal knowledge that the person locked out is the occupant owner or lessee of that apartment or a member of his or her family, and (iii) the Resident Manager shall collect a fee to be paid to the Association of \$15.00 for opening an apartment during the Resident Manager's regular office hours.

Section 10. *Parking gate Entry Cards.* One parking gate entry card designed to activate the entry gate to the parking lot will be issued to each owner for each parking stall which is appurtenant to the apartment owned by such owner. Such owner shall not permit the card to be used by anyone other than the owner of such apartment the lessee of such apartment or a guest of such apartment. If any such card is lost or misplaced, it will be replaced only after the owner has produced evidence satisfactory to the Resident Manager of such loss and upon payment of such sum as shall be specified from time to time by the Board, but not less than \$25.00.

Section 11. *Authority for Access.* The Resident Manager shall not comply with any request by an owner or lessee to permit anyone temporary access to his or her apartment unless the request shall be in

writing and signed by the requesting owners or lessee.

Section 12. *Waterbeds*. Waterbeds shall not be used in any apartment

Section 13. *Exterior Surfaces*. No awnings, shades, screens, venetian blinds, window guards, radio or television antennae, or other objects shall be attached to or hung from the exterior of the buildings or planters or protruding through the walls, windows or roofs thereof, and no notice, advertisement, bill, poster, illumination, display or other means of visual communication shall be inscribed or posted on or about the premises (except within apartments in locations not visible from the outside of the buildings) or from the exterior of the buildings, whether or not visible from the outside of the buildings, except such as shall have been approved in writing by the Board of Directors, which approval may be granted or refused at the sole discretion of the Board of Directors, nor shall anything be displayed or projected from any windows of the buildings without similar approval.

Section 14. *Air Conditioning*. Except as provided in the preceding sentence and unless approved by the Board of Directors, no occupant shall install any wiring for electrical or telephone installation, or install any machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through walls, windows or roofs thereof, whether or not visible outside the building.

Section 15. *Draperies*. The side of all draperies or curtains nearest the windows or doors or openings facing toward the exterior of the buildings shall be off-white in color to enhance the outward appearance of the buildings. Draperies and curtains shall not be permitted to protrude to the exterior of the buildings from open windows.

Section 16. *Venetian Blinds/Shutters*. Venetian Blinds may be installed in place of drapes. The side of all blinds nearest the windows or doors openings facing toward the exterior of the building shall be off-white in color to enhance the outward appearance of the buildings. The side of all exterior louvered shutters and the like nearest the windows or doors or openings facing toward the exterior of the buildings shall be dark bronze or raw umber in color to enhance the outward appearance of the buildings.

Section 17. *Screens*. Window screens (other than those provided by the Developer) are permitted to be mounted only on the inside sill of windows. Screen Doors are permitted to be mounted on unit entry doors. The screen frame finish must be dark bronze anodized aluminum identical in color with the window frames. The screen material must be black screen cloth.



Section 18. *Glass Tint; Exterior Window Surfaces.* No mirror reflecting glass tint is allowed on any exterior windows. Only glass tint, such as Sun Tint STL-40 or equivalent, which is not observable from the exterior of the buildings may be applied. Nothing of any nature whatsoever shall be placed on the exterior surface of exterior windows.

Section 19. *Name Plates.* Name plates, initials or other personal identifying signs or lettering shall not be placed on the outside of exterior doors or walls or on windows visible from the exterior of the buildings or on parking stalls.

Section 20. *Deliveries.* The Resident Manager shall not accept deliveries of mail or personal property on behalf of any occupant. The Association, Board of Directors, Managing Agent and employees thereof shall not be liable for loss of or damage to packages or other deliveries left in halls, at doors of apartments or any other nondesignated place on the premises, nor for any article left with any employee, nor for any personal property of any occupants placed or left in or about the common and limited common elements.

Section 21. *Dusting and Sweeping.* Garments, rugs, mops or other objects shall not be dusted or shaken from windows, stairways, corridors or fire escape areas of the buildings or cleaned in the common or limited common elements. Dust, rubbish or litter shall not be swept or thrown from any apartment or any other room of the buildings into or onto the common or limited common elements. Nothing shall be thrown or emptied by any person out of windows or doors into or onto the common or limited common elements.

Section 22. *Apartment Maintenance.* The repair and maintenance of apartment interiors are the responsibility of the apartment owner. No Association or Managing Agent employee shall be asked during his or her hours of employment to repair or maintain any apartment, except when an emergency threatens damage to other apartments or the common or limited common elements.

Section 23. *Activity on Premises.* Nothing shall be allowed, done or kept in any apartment or common or limited common elements which would overload or impair the floors, walls or roofs thereof, or cause an 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 engaged in on the premises.

Section 24. *Combustible Substances.* No explosives of any nature whatsoever, including without limitation, fireworks and black powder, shall be brought onto, stored or used on the premises. No highly combustible substances, such as petroleum products, except of such a nature and in such a limited quantity as are usual and incidental

to the occupancy of an apartment as a private residential dwelling, and except for petroleum products in vehicles and boats, shall be brought onto, stored or used on the premises.

Section 25. *Refuse.* Trash chutes may only be used during the hours of 9:00 a.m. to 8:00 p.m. daily. No heavy or bulky objects shall be placed in the trash chutes but shall be hand carried to the ground level trash room. Trash shall be secured in bags before being placed in the trash chutes. Highly combustible substances, such as paint, petroleum products and the like shall not be placed in the trash chutes or trash rooms or placed in any drain or sewer facility or otherwise disposed of on the premises. Construction debris, including carpet, padding, tile, drywall, cupboard, appliances, batteries, and any appliance containing freon, shall not be placed in the trash container. Contact the Resident Manager for disposal of these items.

Section 26. *Trash Rooms.* Trash rooms are for use of residents only. Trash rooms are not to be used as workshops or construction preparation areas by residents or contractors. Noxious materials may not be poured down the drains in the trash rooms. Materials like grouts, paints and cements may not be poured down the drains. These can cause serious damage to the drains requiring substantial work to clear the drain.

Section 27. *Liability for Damage.* Each owner shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common or limited common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.

Section 28. *Association Disclaimer of Liability.* The Association, the Board of Directors and all agents and employees thereof shall not be liable in any manner whatsoever for loss of or damage to any personal property of or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in any apartment or in the common or limited common elements, unless such loss, damage, injury or death shall have been due to the sole fault or negligence of the Association, the Board of Directors or any agent or employee thereof.

Section 29. *Fair Housing Act.* None of the provisions of the Project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the project if the



proposed modifications are necessary for their full enjoyment of their apartments and/or the common elements of the project.

## ARTICLE IV

### COMMON AND LIMITED COMMON ELEMENTS

Section 1. *Reservation.* No common element may be reserved except as provided for in the House Rules, the Declaration, and/or the By-Laws.

Section 2. *Obstruction of Ingress and Egress.* The driveways, sidewalks, vehicle lanes, passageways, walkways, lobby entryways, elevators, stairs and common corridors are for ingress and egress only and shall not be obstructed or used for play. No items of personal property except as otherwise allowed by the House Rules or the Declaration or By-Laws, shall be placed or left in any of the areas specified in this Section 2.

Section 3. *Apartment Entryways.* The only thing an owner or lessee may place in an apartment entryway is a doormat of reasonable size and which is not contrary to fire regulations and does not interfere with passage of persons in the corridors.

Section 4. *Moving.* All moving involving a commercial mover of large items of furniture must be scheduled at least twenty-four (24) hours in advance with the Resident Manager. Such moving may only take place during the hours of 9:00 a.m. to 5:00 p.m. Monday through Saturday.

Section 5. *Elevators.* Bicycles and surfboards are permitted in elevators only if handled with due care and consideration for the convenience of others. No motorized mode of transportation, other than a wheelchair, shall be allowed the use of any elevator at any time. No person shall smoke, drink or eat in any elevator. Persons using the beach or pool shall towel off before entering the elevators.

Section 6. *Common Element Furniture.* Furniture, furnishings and other property of the Association located in the common elements shall not be altered or removed from its location without prior approval of the Resident Manager.

Section 7. *For Sale Signs.* One "For Sale" or "Open House" sign may be placed in the front of the property and one near the apartment in which the open house is held as appropriate or as determined by the Resident Manager. The placement of sign by an owner or agent is subject to direction and/or approval of the Resident Manager.

Section 8. *Bulletin Boards*. Bulletin boards shall not be placed in the common elements except as designated by the Board of Directors. All notices, announcements and the like must be approved by the Resident Manager prior to posting. Each must be dated, not larger than 3" x 5" (unless approved by the Resident Manager, the maximum period for posting shall be two weeks.

Section 9. *Fire Equipment*. Fire doors must remain closed at all times. Tampering with fire alarms and other fire safety equipment is a criminal offense for which the Board of Directors may recommend prosecution.

Section 10. *Bicycles*. Bicycles shall not be ridden on the premises except during ingress and egress. Bicycles must be stored within each unit and not on lanais.

Section 11. *Surfboards*. Surfboards must be stored within an apartment and shall not be visible from the exterior of the building.

Section 12. *Skateboards, scooters, roller blades and similar recreational sporting equipment*. Skateboards, scooters, roller blades and similar recreational sporting equipment shall not be rode or used on the property at any time including ingress and egress.

Section 13. *Construction/Remodeling*. All service personnel and contractors must check in with the Resident Manager before commencing work to obtain parking assignments, direction on debris removal, and contractor guidelines established by the Resident Manager under direction of the Board of Directors. Construction/Remodeling work is allowed between the hours of 9:00am to 5:00pm Monday through Saturday. No construction or remodeling work that creates noise or disturbs others shall be allowed from 5:00pm to 9:00am, Sundays, and Federal Holidays. No tile cutting or construction is allowed on the lanais or walkways of the project. Construction debris is not allowed in the trash bins.

## ARTICLE V

### VEHICLES AND PARKING

Section 1. *Vehicle Definition*. For purposes of this Article, the term "vehicle" shall mean automobiles, trucks, motorcycles, motorbikes (mopeds) and other similar motorized transportation devices.

Section 2. *Vehicle Operation*. The vehicle speed limit on the premises is 5 MPH maximum. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians and operate their vehicles quietly.



Section 3. *Vehicle Condition.* All vehicles, boats and boat trailers on the premises shall be in operating condition with current license and safety inspection sticker as required by law. All vehicles shall be equipped with an effective muffler.

Section 4. *Parking Stalls.* Owners and lessees' vehicles shall be parked only in parking stalls which are appurtenant to the owner's apartment. Guests' vehicles may be parked in unused stalls which are appurtenant to the apartment of the host owner or lessee or in guest parking stalls. With the exception of boats on trailers and vehicles with an overall length not exceeding sixteen (16) feet and an overall width not exceeding six (6) feet, no other items of personal property shall be stored or left in the parking stalls or surrounding areas. Owners and lessees shall maintain their parking stalls appurtenant to their apartments in a clean condition, free from accumulation of oil. The parking areas shall be used for vehicle and boat parking consistent with this section, and ingress and egress, and for no other purpose.

Section 5. *Loading Zones.* Designated loading zones throughout the project may be used by occupants for periods not to exceed fifteen (15) minutes.

Section 6. *Unauthorized Parking.* Vehicles parked in parking stalls other than as authorized by Section 3 above, or for more than fifteen (15) minutes in the loading zones, or in any other location on the premises, and vehicles not possessing a current license and a safety inspection sticker will be considered to be parked on private property without authorization and may be towed from the premises at the vehicle owner's cost, risk and expense.

Section 7. *Vehicle Repair.* No major repairs may be made to any vehicle on the premises. For purposes of this section, "major repair" is defined as a repair that may involve excessive noise, or spillage of oil or take more than one (1) hour to complete.

Section 8. *Vehicle Washing.* Vehicles shall be washed in the Car Wash Area located in the Visitor Parking Area.

Section 9. *Boat Storage.* Except as otherwise permitted by Section 4 above, boats, boat trailers and recreational vehicles too large for the parking stall appurtenant to the owner's or lessee's apartment shall not be brought or permitted on the premises.

## ARTICLE VI

### PETS

Section 1. *Restriction on Pets.* No livestock, poultry, rabbits or

other animals whatsoever shall be allowed or kept in any part of the premises may be kept by the apartment owners and occupants in their respective apartments. Notwithstanding any other provision herein, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common elements by handicapped persons.

## ARTICLE VII

### BARBECUE AREAS

Section 1. *Hours of Use.* The barbecue areas may only be used between the hours of 8:00 a.m. to 10:00 p.m. daily.

Section 2.. *Number of Guests.* The maximum number of guest per apartment permitted to use a barbeque area shall be ten. Guests may not use the barbecue areas unless accompanied by a host occupant owner or occupant lessee.

Section 3. *Reservation of Areas.* Barbecue areas may be reserved for groups only on a first-come, first-serve basis. Where no reservations are made, all barbeque areas may be used on a first-come, first-serve basis by occupant owners and occupant lessees subject to the following:

(a) Group reservations shall be made not more than three days prior to the date being reserved with the Resident Manager according to procedures established by the Board of Directors.

(b) A reservation shall be immediately forfeited if the reserving person is not present at the reserved area at the beginning of the time reserved. A owner occupant or lessee occupant may not reserve the BBQ area for use by a guest. The owner occupant or lessee occupant must be present

Section 4. *Time Limit.* Unless it shall be evident by the availability of other barbecue areas that no occupant owners or lessees are waiting to use a barbecue area, no barbecue area shall be used for more than three hours by any person or group of persons.

Section 5. *Use.* Persons using barbecue areas shall, when not actually using the grill, share the grill with other occupants for barbecuing food to be eaten elsewhere.

Section 6. *Personal Grills Prohibited.* Personal barbecues, hibachis and other types of outdoor cooking devices shall not be used on the premises.



Section 7. *Cleanup*. After use, the barbecue areas shall be cleaned by the user and left in a neat condition.

## ARTICLE VIII

### RECREATION BUILDING

Section 1. *Hours of Use*. The recreation building may only be used between the hours of 7:30 a.m. to 10:00p.m. on Sundays through Thursdays and 7:30 a.m. to 12 midnight on Fridays and Saturdays.

Section 2. *Reservations*. The meeting room and the kitchen adjacent thereto may not be used unless first reserved with the Resident Manager. Each may be reserved on a first-come, first-serve basis by occupant owners and occupant lessees, subject to the following:

(a) Reservations with the Resident Manager shall be made not more than ten (10) days prior to the date being reserved according to procedures established by the Board of Directors.

(b) Neither the meeting room nor the kitchen area may be reserved for a commercial purpose.

(c) No more than one reservation per month may be made by the occupant owners or occupant lessees of an apartment.

(d) A reservation shall be immediately forfeited if the reserving person is not present at the reserved area at the beginning of the time reserved.

(e) The meeting room shall not be utilized at any one time by more people than permitted by the local fire code and shall not be used unless a host occupant owner or occupant lessee is present at all times.

(f) The occupant owner or occupant lessee reserving the meeting room or kitchen area shall be responsible for cleaning the area immediately after the conclusion of such use.

(g) Unless such limitations shall be waived by the Resident Manager, the meeting room or kitchen area shall not be reserved for longer than six (6) hours and the cleanup thereof shall be completed by or on behalf of the occupant owner or occupant lessee within said six-hour time limit.

## ARTICLE IX

### SWIMMING RECREATION AREA

Section 1. *Hours of Use.* The swimming recreation area may only be used between the hours of 8:00 a.m. to 10:00 p.m. daily.

Section 2. *Guests.* The maximum number of guests per apartment permitted to use the swimming recreation area shall be ten. Use of the swimming recreation area shall be restricted to guests staying on property, guests of guests staying on property if they are accompanied by the guest staying on property, and guest of owners whether the owner resides on property or not, as long as they are accompanied by the owner.

Section 3. *Children.* Children should be supervised by an adult or responsible guardian.

Section 4. *Identification.* The Resident Manager, any security guard and staff are authorized to require any person in the swimming recreation area, or property as a whole, to identify himself or herself by name, apartment number and name of host if a guest.

Section 5. *Pool Use.* Only swimming apparel manufactured or made as such ( no cutoffs ) may be worn in the swimming pool, wading pool and whirlpools. No hairpins, rollers, or sand shall be worn or left on the body when entering any swimming pool, wading pool or whirlpool. All persons must shower immediately before entering the swimming pool, wading pool or whirlpool. Diving from pool side is not permitted. Persons shall not jump into the whirlpool or wading pool. Additional pool rules as established by the Board of Directors are posted in the pool area.

Section 6. *Food and Beverages.* No food is permitted in the immediate vicinity of the swimming pool or whirlpools. No glass container is permitted in the Swimming Recreation Area.

Section 7. *Health Regulations.* In accordance with public health regulations any person having an infectious or communicable disease shall be excluded from the swimming pool and whirlpools. Spitting, spouting, nose blowing and the like shall not be permitted in the swimming pool or whirlpools.

Section 8. *Prohibited Objects.* Ball sports, frisbee playing and similar games shall not be permitted in the swimming recreation area. Rafts, surfboards, snorkeling and scuba gear, inflatable toys, and similar bulky objects shall not be permitted in the swimming pool or whirlpools. Children may wear floatation devices. Children's small



water toys are permitted in the children's wading pool. Personal furniture shall not be used or brought into the swimming recreation area.

## ARTICLE X

### TENNIS COURTS

Section 1. *Hours of Use.* The tennis courts may be used only between the hours of 7:00 a.m. and sunset daily.

Section 2. *Sign In.* To obtain a key to use a tennis court the owner occupant or occupant lessee must sign in at the front desk. Identification may be required to use a court or proof of occupancy.

Section 3. *Number of Guests.* The maximum number of persons using a tennis court shall be four ( 4 ) and at least one such person shall be an occupant owner or occupant lessee.

Section 3. *Limitation on Number of Courts Used.* The occupant owners or occupant lessees of an apartment shall not utilize more than one ( 1 ) tennis court at a time.

Section 4. *Reservation.* Tennis courts may be reserved on a first-come, first-serve basis by occupant owner or occupant lessees, subject to the following:

(a) Reservations shall be made with the Resident Manager not sooner than 5:00pm on the day prior to the date being reserved as established by the Board of Directors.

(b) If courts are not being used and they are not reserved, the same may be used on a first-come, first-serve basis.

(c) A reservation shall be immediately forfeited if the reserving person is not present at the reserved court within ten (10) minutes from the beginning of the time reserved.

Section 5. *Time Limit.* Unless it shall be evident by the fact that no one is waiting to utilize the court, a tennis court shall not be occupied by the person reserving or using the same for more than one (1) hour at a time.

Section 6. *Shoes.* All persons utilizing the tennis court shall wear rubber-soled tennis shoes.

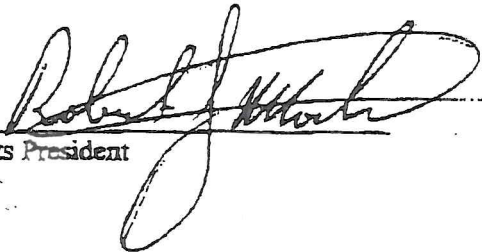
Section 7. *Food and Drinks.* Food and beverages shall not be permitted on tennis courts or in the tennis court area.

The foregoing House Rules are hereby adopted.

DATED: Maui, Hawaii, December 1, 2003


Board of Directors  
Association of Apartment Owners  
of KAMAOLE SANDS

By:

A large, stylized handwritten signature in black ink, appearing to read "Robert J. White".

Its President

By:

A handwritten signature in black ink, appearing to read "Donna Smith".

Its Secretary