

## **MAHINAHINA BEACH** **Rules and Regulations (House Rules)**

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**MAHINAHINA BEACH**  
**Rules and Regulations**  
**(House Rules)**

The MAHINAHINA BEACH (*THE "Project"*) is a unique condominium consisting of thirty-two (32) separate apartments. To ensure the peace, tranquility and well-being of the Project, certain rules and regulations must be adopted and enforced. These rules serve as a guide in consideration for others and to the application of common sense so as to create a friendly, pleasant, and congenial atmosphere.

The primary purpose of these Rules and Regulations (*"House Rules"*) is to protect all occupants from unreasonable annoyance and nuisance caused by improper use of the condominium apartments and also to protect the property and to enhance the reputation and desirability thereof by providing maximum enjoyment of the premises.

The full authority and responsibility for enforcing these House Rules may be delegated to a manager or managing agent by the Board of Directors of the Association of Apartment Owners. All occupants, tenants and their guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not; provided, however, neither the Board nor the Manager or Managing Agent shall be responsible for any noncompliance or violation of these House Rules by the occupants.

**I. OCCUPANCY.**

**1. Use of Apartment.** The apartments shall be occupied and used only as private dwellings by the respective owners and tenants thereof, their families, domestic servants and personal guests, (herein sometimes collectively and/or individually referred to as "occupants" or "occupant" as appropriate), guardians or other persons responsible.

**2. Pets.** No livestock, poultry, rabbits or other domestic animals whatsoever, shall be allowed or kept in any part of the Property except that one dog (not to exceed twenty-five pounds in weight), one cat as allowed by the Board may be kept in an apartment but shall not be kept, bred, or used therein for any commercial, profit making, or money generating purposed, not allowed on any common elements except in transit when carried or when being walked on a leash. Any authorized pet may be kept in a apartment on the following terms and conditions:

- (a) All pets must be registered with the Board or Managing Agent.
- (b) The apartment owner(s) and tenant(s) of an apartment with a pet shall indemnify and hold the Board and the Managing Agent harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the apartment and the Project.
- (c) The apartment owner(s) agrees in writing to allow the apartment owner's tenant(s) to keep a pet in the apartment and a copy of that writing shall be filed with the Manager/Managing Agent.

- (d) The apartment owner(s) and tenant(s) owning or having custody of a dog must:
- (1) Obtain a liability insurance policy with reasonable coverage and including the Board and the Association as additional insured and provide a current certificate of such insurance to the Board or Managing Agent.
  - (2) Diligently and promptly pick up and dispose of any solid waste discharged by the pet on any walkway, open area or other part of the common elements and file a copy of the certificate of insurance with the Manager/Managing Agent.
- (e) Failure to register a pet or provide the required indemnity or certificate of insurance shall be grounds for the Board to order that the pet be permanently and promptly removed from the apartment upon given notice by the Board or Managing Agent.
- (f) Any pet found by the Board to be causing a nuisance or unreasonable disturbance to any occupant of the Property shall be permanently and promptly removed from the apartment upon notice given by the Board or Managing Agent.

Notwithstanding any other provision herein, visually impaired persons may keep guide dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their apartments and may use such dogs/animals as reasonably necessary to enjoyment of the Project.

**3. Parking Areas and Driveways.** Recreational activities will not be permitted in parking lots or roadway areas.

**4. Water Facilities.** Toilets, sinks, and other water apparatus in any apartment or the recreation building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment upon demand of the Board.

**5. Child Care.** Childcare and any other commercial activity, even if incidental to residential use, shall be prohibited.

**6. Declaration and By-Laws Prevail.** If inconsistent with these House Rules, the Declaration and By-Laws of the Association shall prevail.

## **II. TEMPORARY OCCUPANCY.**

**1. Use by Owner's Lessees, Tenants and Guests.** Subject to the terms of these House Rules, the apartment deed and the By-Laws of the Association, an apartment owner may lease his apartment on a month-to-month term or longer or make it available to friends, but the person or persons leasing, renting or occupying the apartment shall abide by these House Rules, and the owner shall assume responsibility for the conduct of

all occupants. Transient rental accommodations (*that is, the rental of an apartment for any period less than thirty days*), are strictly prohibited. Each owner assumes full and complete responsibility for providing each such person with a copy of these rules, deed and By-Laws and failing that shall be responsible for all violations.

**2. Conduct of Lessees, Tenants and Guests.** An apartment owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Board of Directors, or Managing Agent, immediately abate and remove, at his expense, any structures thing or condition that may exist in, on or with regard to the occupancy of his apartment by his lessees, tenants or guests contrary to the intent and meaning of the provisions hereof, he shall, upon request of the Board of Directors or Managing Agent, immediately remove such condition, lessees, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

**3. Appointment of Local Agent.** An apartment owner shall be responsible for designating in writing a local agent to represent his interest if his residence is off the island of Maui or if he will be absent from the apartment for more than thirty (30) days. Such owner shall file with the Manager and Managing Agent his out-of-town address and telephone number and the name and telephone number of his on island representative.

### **III. COMMON AREAS, ENTRANCES, LANAIS AND BALCONIES.**

**1. Obstructions; Uses.** The sidewalks, hallways, outside stairways, lanais, and passages must not be obstructed or used for any purpose other than ingress and egress.

**2. Lanais - Care and Maintenance.** An apartment owner shall be responsible for the care and maintenance of all lanais that are included in his apartment. Such owner may not, however, paint or otherwise decorate, alter or change the walls, floors or ceiling of the lanais without prior written approval of the same by the Board of Directors. It is intended that the exterior of each building shall present a uniform appearance and, to affect that end, the Board of Directors may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The Board is authorized but not required to contract for the painting of all of the walls and ceilings of the lanais and make payment therefore out of the maintenance fund.

**3. Lanais - Furniture Plants, etc.** Only furniture typical to that normally placed on lanais such as chairs, lounges and small tables together with floor mats and floor plants shall be placed on lanais, and any items which in the opinion of the Managing Agent or the Board of Directors are dilapidated or unsightly shall be removed by the apartment owner upon notification from the Managing Agent. Except for the storage space provided, the open area of the lanai shall not be used for storage purposes of any kind. In particular, no motorcycle, scooter, moped, bicycle, surfboard, household supplies, pet cages, pet houses or toys of any kind shall be stored in the open area of the lanai. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays and for reasonable periods of time before and after the holidays. No wind chimes are permitted.

Cleaning of lanais will be performed in a manner that does not allow any water to run onto the fascia of the building or onto the lanais below. It is understood that the owners will cooperate with each other in the cleaning of lanais. No sprinkler system will be allowed for plant watering from any second story lanais.

4. **Laundry, etc.** Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or in windows so as to be in view from outside the building or from other apartments.

5. **Plants.** All floor plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in watering plants so as to prevent water from running down the exterior of the building. No vines shall be allowed to grow on any floor of any apartment building.

6. **Throwing Objects from Building.** Nothing shall be thrown from lanais, balconies, windows, entrance balconies, etc. Cigarettes and matches, specifically, are a fire hazard.

7. **Fireworks.** Fireworks are not permitted on property. The throwing of firecrackers from lanais and the lighting, use or explosion of any fireworks anywhere on the premises including, but not limited to, the lanai area is strictly prohibited.

8. **Dusting or Shaking Objects from Windows.** No rugs or other objects shall be dusted or shaken from the windows of the project or cleaned by beating or sweeping them in or on any hallway or exterior part of the project including, but not limited to, the lanai area.

9. **Entrances.** No floor or hanging plants will be permitted at exterior apartment entrances. Also, no bicycles, surfboards, toys or unsightly material such as trash or household supplies, etc. shall be allowed to remain in view at front entrances or lanais of apartments.

10. **Trash Disposal.** Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. If an apartment owner is unable to fit any trash, such as, but not limited to, packing crates or cartons, in the trash receptacle, then such owner shall be responsible to dispose of such trash by his/her/its own means. Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor or discharges, noxious or flammable gases or vapors, or pose any hazard to health or property shall not be deposited in the garbage collection areas.

11. **Barbecuing.** No fires or open flame shall be permitted on the premises other than designated barbecue areas. The broiling of any food items over a an electric grill shall be allowed in the lanai areas of said apartments only; The use of any barbecue other than an electric grill shall be a major violation.

12. **Aesthetics.** No unsightliness within the public view is permitted on the premises. For this purpose, "unsightliness" indicates but is not limited to the following:

laundry on lines, reels, or grass; litter, trash containers, except as specifically provided; dilapidated, broken, scarred or offensively ugly furniture or plants on lanais or elsewhere on the premises; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, entryways, balconies, stairways, etc.; or unshaded or improperly shaded lights that create objectionable glare. Floodlights shall only be used on lanais in conjunction with security systems.

**13. Household Goods.** No garbage cans, household supplies, excess items, or similar articles shall be placed outside the apartment, except, as the Board shall prescribe.

**14. Personal Property.** No items of personal property, including plastic or inflatable pools, carriages, strollers, velocipedes, bicycles, exercise equipment or surfboards and the like shall be left or allowed to stand or be stored in or on the common areas. Articles of any kind left in any of the common areas or common elements will be removed at the owner's risk and expense at the direction of the Board pursuant to Chapter 514A, Hawaii Revised Statutes.

**15. Signs.** Except as provided in the Declaration, no apartment owner will erect, affix or place any signs, electrical or otherwise, not post or suffer to be posted any bills or other advertising matter, in front of or on the common elements or visible from any point outside of his apartment. Nameplates and names of the owners may be displayed only in the form and as such places as are approved by the Board.

**15a. Real Estate signs advertising an open house.** Any owner may have an open house during the hours of 10:00 a.m. to 4:00p.m. or any hours during this time frame. Signs advertising the open house will be allowed at the entrance a maximum of 2 days per week.

**16. Landscaping.** No apartment owner shall change the existing common area landscaping neither by pulling out or destroying any plant, grass or shrub nor by planting any other plant, grass or shrub.

#### **IV. RULES FOR THE POOL AND RECREATION CENTER.**

1. Showers shall be taken before entering the pool.
2. All suntan oil, dirt and other such materials must be removed before entering the pool.
3. Occupants may use the pool between the hours of 8:00 AM and 10:00 PM or such other times as specified by the Board.
4. It is mandatory that children under 12 years of age be under the poolside on of a responsible adult (18 years or older).
5. Persons having open sores and wounds are not allowed in the pool.

6. We strongly recommend that hair be bound in rubber bands or swim caps worn by all persons swimming in the pool with shoulder length hair or longer.
7. Spitting and blowing one's nose in the pool and pool area are strictly prohibited.
8. Running, jumping off walls into pool, horseplay, playing of games, such as "tag" or "Marco Polo" is not permitted in the pool and spa/hot tub or adjacent area. Yelling and loud noise is strictly prohibited.
9. Splashing of water, other than that accompanying normal swimming is not permitted.
10. Snack food and beverages in colored/tinted plastic containers are permitted in the pool and recreation areas. Absolutely no glass or clear plastic containers of any kind will be permitted in the pool or recreation areas. Floats and rafts shall not be permitted in the pool or adjacent areas with the exception that plastic inflatable floatation safety devices or exercise belts or vests are permitted. The volume of any noise-making device, such as radio, cassette player or musical instrument shall only be used with headphones so as not to disturb any other person at or in the pool.
11. The introduction of sand, rock or other foreign matter into the pool by anyone, which could result in pool pump malfunction, will result in immediate eviction from the pool or its adjacent area. The expense to repair any damage or cleanup costs caused shall be charged to the owner causing the damage.
12. An owner/tenant must accompany and be responsible for the conduct of any guest in the pool area.
13. Owners, tenants and registered guests cannot loan pool keys to off-premises non-residents.
14. Owners, tenants and registered guests must be at the pool with off-premises non-residents.
15. All persons shall comply with the reasonable requests of the Manager/Managing Agent in respect to matters of personal conduct in and about the pool and adjacent area.
16. No animals are allowed in the pool or around the pool area; provided, however visually impaired persons may use guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may use signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may use service animals as defined in Chapter 515, Hawaii Revised Statutes, as reasonably necessary to enjoyment of the Project.



17. The Board shall adopt rules and regulations for the use of the other parts of the recreation center. The Board may charge fees or require a deposit for the use of the center or equipment in the center.
18. Anyone violating the above rules may be asked by the Manager/Managing Agent to leave the pool or adjacent area, and upon any such request such person shall peaceably leave the pool and/or any adjacent area.

#### **V. VEHICLE AND PARKING REGULATIONS.**

1. **Registration.** Residents shall register their car(s) with the Board of Directors, giving their name and telephone number, make or the car, and car license plate number(s) prior to taking occupancy of their apartment. Only vehicles that are legally registered have current Hawaii safety sticker will be allowed on property.

2. **Spaces Reserved.** Each apartment owner has the exclusive right to use his appurtenant parking space(s) and occupants must not use any other reserved parking space at any time without prior written permission from the owner who has the right to use such other stall.

3. **Loading Areas.** No vehicles may be parked or left unattended at any loading areas, or in the driveways,

4. **Tenants' Parking.** The apartment owner/tenant shall advise the Manager in writing of the type of vehicle and license number being used by all occupants. The apartment owner shall be responsible for said notification.

5. **Workmen and Deliveries.** When workmen are performing work on an apartment or if any occupant orders deliveries of any kind, the occupant shall advise them to use his parking stall or park on the street or temporarily use a visitor/guest parking space.

6. **Method of Parking.** Vehicles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. Only one vehicle per stall.

7. **Guest Parking and Guest Parking Stalls.** It is the responsibility of the owners to inform their guest not to park in vacant spaces, other than guest parking facilities, unless written permission has been granted. Guest parking stalls will be open to permanent parking of vehicles that are legally registered and/or have a current Hawaii safety sticker and have a proper parking tag issued by the Association. It is the responsibility of the owners to inform their guest not to park in vacant spaces other than those marked guest parking unless written permission has been granted. - marked

8. **Violations.** Violators of parking regulations are subject to fines and may have their vehicles towed away at their own expense. If the violator is a lessee, tenant or guest of an owner, the owner shall be held responsible for payment of the towing charge. The fine schedule is as follows:

- A. 1st Notice of Violation -Warning (No Fine)

- B. 2nd Notice of Violation - \$25.00 Fine
- C. 3rd Notice of Violation - \$100.00 Fine and towing at owners expense.
- D. Each subsequent Violation - \$100.00 Fine and towing at owners expense.

9. **Washing vehicles, etc.** Designated vehicle wash areas are on each end of the parking lot. Occupants washing, cleaning, or polishing vehicles on the premises shall clean the area thoroughly before leaving. Vehicle washing must be performed in such a manner as to minimize water spillage. Do not leave vehicles unattended. The Board may authorize additional vehicle wash areas. Disposal of oil or other petroleum products or other substances, which could be considered hazardous materials under any state or federal law, is prohibited at the Project.

10. **Repairs, Storage.** Extensive repairs of a Motor Vehicle or other equipment and storage of property shall not be permitted in the parking area or stalls or on any of the common elements. No boats or trailers shall occupy a parking stall at any time, nor shall any truck exceeding one half-ton capacity.

11. **Parking Stall Maintenance.** Owners are responsible for the cleanliness of their respective parking stalls, including the removal of any grease build-up. No personal items, such as lumber, furniture or crates, shall be permitted in parking stalls.

12. **Extra vehicle(s).** Owners/Tenants shall be allowed a maximum of two vehicles registered at Mahinahina Beach per apartment. Guest stalls are open for owner/tenant vehicles that are properly registered. No vehicle may be stored in any guest stalls.

13. **Vehicle Movement.** Vehicles shall travel at no more than five (5) miles per hour while in the Project. Drivers are expected to observe traffic signs for the safety of all.

## **VI. NOISE AND NUISANCES.**

1. No nuisances shall be allowed on any premises nor shall any use or practice be allowed which is improper or offensive or in violation of the By-Laws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by other apartment owners or occupants, as determined by the Board.

(2) All occupants shall avoid excessive unreasonable noise of any kind at any time and shall consider the welfare of other occupants of adjacent apartments at all times. Occupants shall not cause or permit any unreasonably disturbing noise [or objectionable odors] to emanate from their respective apartments. The Board or Managing Agent, upon written complaint filed by an owner shall investigate excessive unreasonable noise [and objectionable odors], and take any necessary action to alleviate them. }

(3)

3. An apartment resident shall be responsible for the conduct of his children at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements.

4. No non-AOAO workmen will be allowed on the premises before 8:00 AM or after 5:00 PM, except in emergency, Monday-Friday. Saturday from 9:00 AM-5PM, and no work shall be done on Sundays.

5. Noise making instruments such as Radios, TV's, hi-fi's, must be played in compliance with these Rules and at reduced volume after 10:00 PM and before 8:00 AM or such other times as prescribed by the Board.

6. Air conditioners must be repaired and maintained to avoid unreasonable or excessive noise, particularly during the hours of darkness. The Board shall investigate all complaints made under this section and shall determine the validity of such complaints.

7. Unreasonably excessive noise other than isolated occurrences should be reported to the Manager/Managing Agent for appropriate action.

8. Occupant shall hold front doors so as to avoid slamming due to the wind.

#### **VII. BUILDING MODIFICATIONS.**

1. No structural changes of any type shall be permitted either within or the exterior of an apartment without prior written approval and consent of the Board of Directors. This will be a major infraction if violated.

2. 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 off any lanai except as specifically provided in these rules.

3. No projections shall extend through any door or window opening beyond the exterior face of the building, except that an air conditioner may be installed in the space designed for such installation with the prior approval of the Board.

4. Draperies, blinds or other window or glass coverings utilized at the project must be white or off-white in color. Such appropriate window coverings must be in place in occupied units.

5. No alteration or addition of any kind or character to an apartment that is visible from the exterior of the apartment or any alteration or addition to the common elements except in compliance with the attached Antenna Policy may be made without the prior approval of the Board and compliance with approval process and procedures adopted by the Board.

6. Before any apartment is modified or altered in a manner that requires the prior approval of the Board, the apartment owner shall submit a written request to the Board together with such plans and specification as shall be required or appropriate. If the Board approves the request, then the owner, depending on the nature of the modification or alteration, must obtain at his/her/its expense the approval of the County of Maui and the State of Hawaii. The Board and the Association may charge a reasonable fee to

) process the request and to pay the fees for any consultant engaged to assist the Board or Association.

7. 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 at their cost, to apartments and/or common elements of the Project if the proposed modifications are necessary for their full use and enjoyment of the Project. The Board will also comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons for exemptions from any of the provisions of the Project documents that would interfere with said handicapped persons' equal opportunity to use and/or enjoy their apartments and/or the common elements of the Project.

8. The Board of Directors has adopted standards for the installation of air conditioners. All air conditioning units must be approved by the Association prior to installation to ensure that the voltage requirements are compatible with the electrical system of the Project. All air conditioners shall be equipped with appropriate drip pans to prevent the accumulation or dripping water on lanais and thus prevent the possibility of water damage or irritation to other apartments. Only the approved air conditioners may be installed. Unapproved installations will be removed upon the written request of the Association.

#### **VIII. AGENTS AND EMPLOYEES OF THE ASSOCIATION.**

) 1. The maintenance agents or employees will use every effort to supervise and clean the grounds effectively. Nonetheless, these employees are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every occupant is to do his part and to use his influence on all members of his household to do their part to place rubbish or trash in the proper receptacles, and to properly use and maintain the common areas and common elements.

2. Maintenance agents or employees of the Association are under the direction of the Manager/Managing Agent; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any occupant. No occupant has any right or power to request or order any agent or employee of the Association to do or refrain from doing anything. Only the Board or its designees have such rights.

3. No agent or employee shall be asked by an owner or occupant to leave the common elements.

4. The repair and maintenance or cleaning of individually owned apartment interiors, including all windows and lanais, is a responsibility of the respective apartment occupants.

#### **IX. HAZARDS.**

1. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights or battery powered lights or candles, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, charcoal fire starter, or explosives or other articles deemed extra hazardous to life, limb or property; provided, however, that any hazardous substances brought onto the Property must be stored properly so as to avoid risk of injury or any violation of any state or federal rule or regulation thereto.

2. No activity shall be engaged in and no substance shall be introduced into or manufactured within any building which might result in the cancellation of insurance or increase in the insurance rate on the buildings on the premises *(unless in case of such increase, the apartment owner responsible for such increase shall pay the same and the Board consents thereto)*.

3. The Board shall regulate vehicular and pedestrian use of the common areas and roads, including establishment of speed limits, placement of traffic control signs and other notice type signs and devices, and use of road bumps.

#### **X. GENERAL RULES AND REGULATIONS.**

1. Common Area Furniture. Furniture owned by the Association and placed in common areas is for use in those specific areas and must not be moved therefrom.

2. Soliciting. No commercial solicitation or canvassing will be allowed in any building or on the common areas at any time. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place and manner.

3. Registration. Occupants shall file their name, address and phone number and signature with the Manager/Managing Agent upon purchasing and/or taking occupancy of an apartment. Each resident is requested to file next of kin and physician information with the Managing Agent for use in case of an emergency.

4. Guests. Each apartment owner shall observe and perform these House Rules and ensure that his lessees, tenants, licensees and invitee also observe and perform these House Rules. Apartment owners will be responsible for their lessees' or guests' observance of all House Rules as set forth herein. In the event expenses are incurred by the Association due to violations of these House Rules by lessees, guests or licensees, the owner shall be responsible for payment of the same, including reasonable attorneys' fees.

5. Moving. Advance notice must be given to the Manager when household goods or large items of furniture are to be moved in order that the common areas can be protected and proper scheduling can be maintained. Any damage to the building caused by moving of furniture, trade fixtures, inventory or personal effects shall be repaired at the expense of the owner on whose behalf such moving is being done.

6. Cleanliness. Each apartment owner shall at all times keep his apartment in a strictly clean and sanitary condition, and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions and provisions of the Declaration and amendments to

it, and all By-Laws, rules, regulations, agreements, decisions and determinations duly made by the Association during the period that the same are applicable to the premises or use thereof. No apartment owner will litter any common elements and any litter deposited by any owner, lessee, occupant or guest shall immediately be cleaned up by the person responsible for such litter.

7. Emergencies. If the immediate services of the Police Department, Fire Department, an 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 be brought to the immediate attention of the Managing Agent.

8. Deliveries. The Managing Agent and Board of Directors are not responsible for packages or other deliveries left at doors of units or any other undesignated place in the Project, nor for any personal property placed or left in or about the buildings. Each owner or tenant shall arrange for deliver of non-mail parcels or items at their respective apartments.

9. Damages. Each apartment owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common elements caused by himself, his children, his guests, customers or employees or any other occupants of his apartment.

#### **XL. VIOLATIONS OF THESE RULES.**

1. Powers and Duties. The violation of any of the above House Rules or any amendments thereto, shall give the Board of Directors or its agent the right to:

- a. Enter the apartment or common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner and/or resident, any structure, thing or condition that may exist therein, contrary to the intent and meaning of the provisions hereof and the Board of Directors or the management firm shall not thereby be deemed guilty in any manner of trespass; or
- b. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be born by the defaulting apartment owner and/or resident.

2. Reporting Violations and Damages.

- a. All corrective actions regarding violations of these House Rules and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Manager, Managing Agent, or Board of Directors.
- b. Damages to the common elements or common areas shall be surveyed by the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible,

including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.

3. Fine Schedule. Violation of any rules adopted by the Association of Apartment Owners shall give the Board of Directors or its agents the right to impose fines in accordance with the following schedule of fines:

a. Minor Infraction:

1. First written notice no fine if compliance - will have 7 days to comply.
2. \$100.00 fine if no compliance after 7 days.
3. Subsequent violation (*occurring more than 15 days after the first written notice*) of same infraction \$500.00 fine.
4. Each subsequent 15-day period with no compliance of the same infraction will result in an additional \$1,000.00 fine.

b. Major Infraction: (*Section 111.10 Barbecuing, Section VIIIZI Building Modifications*)

1. First Violation \$100.00 fine.
2. Subsequent violation (*occurring more than 15 days after the first written notice*) of same infraction \$1,000.00 fine.
3. Each subsequent 15-day period with no compliance of the same infraction will result in an additional \$1,000.00 fine.

c. Violation of Condominium Property Regime prohibiting short-term rental of less than 30 days:

1. First violation automatic \$2,500.00 fine.
2. Subsequent violations automatic \$2,500.00 fine.

4. Fines Review by Board. The board may levy a fine of \$1,000.00 or more if the same infractions continue to occur. A 2/3 vote is needed to levy the \$1,000.00 or more. An owner will have the option of evicting a tenant in lieu of paying the fine. If an owner chooses this option, eviction action must begin within a period of thirty (30) days.

5. Appeals Process for House Rules Violations. Any Owner/Tenant receiving a House Rule violation or fine may appeal the violation/fine in writing to the Managing Agent within 10 days of the violation. The Managing Agent will give the appeal letter to the House Rules Committee for their review and judgment. A final judgment letter will be issued to the appealing Owner/Tenant within 30 days.

6. Suggestions. Complaints and suggestions regarding the Project shall be made in writing to the President of the Association, Board of Directors in care of the Managing Agent.

**XII. ANTENNA POLICY.**

The Board of Directors has adopted standards for the installation of exterior direct broadcast satellite antennas, multi-point distribution system ("wireless cable") antennas, and over-the-air broadcast antennas, a copy of which is available from the office. Unapproved installations will be removed upon the written request of the Association.

**XIII. INCONSISTENCY.**

If any portion of these House Rules conflicts with or contradicts any provision of the Declaration or By-Laws of Mahinahina Beach, Condominium project, as amended from time to time, then the provisions of the Declaration or By-Laws, as applicable, shall control.

**XIV. AMENDMENTS.**

These House Rules may be amended by a vote of a majority of the Board of Directors at a meeting duly called for the purpose of amending these House Rules and held in the manner provided in the By-Laws of the Association.

**XV. ADOPTION.**

The Board of Directors, pursuant to Section 6, Article V of the By-Laws hereby adopts the foregoing Rules and Regulations (House Rules) as the Rules and Regulations House Rules of the Association of Apartment Owners of the Mahinahina Beach, condominium project this 5th day of March, 2007. These Rules and Regulations shall become effective upon distribution to the ownership and residents, and shall supersede and replace all previous Rules and Regulations in effect prior to said date.



AOAO, MAHINAHINA BEACH  
BOARD OF DIRECTORS  
UNANIMOUS CONSENT BALLOT  
(HOUSE RULE AMENDMENTS, DATED 4/19/04)

In consideration of the attached amendment to the House Rules of AOAO, Mahinahina Beach, presented at the 4/19/04 Board of Directors meeting, the undersigned Director acknowledges the amendment and approves its implementation upon distribution to the ownership and tenants of the Mahinahina Beach.

This action was ratified at the 4/19/04 Board of Directors meeting.

John O'Brien, President

Date: April 19, 2004

AOAO, MAHINAHINA BEACH  
BOARD OF DIRECTORS  
UNANIMOUS CONSENT BALLOT  
(HOUSE RULE AMENDMENTS, DATED 3/08/2005)

In consideration of the attached amendment to the House Rules of AOAO, Mahinahina Beach, presented at the 3/08/2005 Board of Directors meeting, the undersigned Director acknowledges the amendment and approves its implementation upon distribution to the ownership and tenants of the Mahinahina Beach.

This action was ratified at the 3/08/2005 Board of Directors meeting.

John O'Brien, President

Date: March 8, 2005

**AOAO, MAHINAHINA BEACH  
BOARD OF DIRECTORS  
UNANIMOUS CONSENT BALLOT  
(HOUSE RULE AMENDMENTS, DATED 3/05/2007)**

In consideration of the attached amendment to the House Rules of AOAO, Mahinahina Beach, presented at the 3/05/2007 Board of Directors meeting, the undersigned Director acknowledges the amendment and approves its implementation upon distribution to the ownership and tenants of the Mahinahina Beach.

This action was ratified at the 3/05/2007 Board of Directors meeting.

Don Barnett, President

Date: March 5, 2007