

## **MANA KAI-MAUI OCCUPANT HOUSE RULES**

These House rules may be amended by the action of the Board of Directors of the Association of Owners.

The full authority and responsibility of enforcing said rules may be delegated to a managing agent by the Board. All occupants, tenants, and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board of Directors nor the managing operator shall be responsible for any noncompliance or violation of said rules by the occupants, tenants and their guests.

### **A. General Provisions - Applying to Occupants**

1. No occupant shall make or permit any disturbing noises in the building, nor do or permit anything to be done that will interfere with the rights, comfort, and convenience of other occupants.
2. The tone volume of radios, TV and HI-FI sets, telephone bells and musical instruments shall be turned down so as to avoid bothering neighbors.
3. No rugs shall be beaten on the lanais or on the passageways, nor dust, rubbish or litter swept from the lanais or into any of the passageways.
4. Trash containing dry garbage, cans, etc., shall be securely wrapped before being placed in a receptacle. No wet garbage shall be placed in such receptacle or rubbish chute. No boxes or trash exceeding the weight and size designated for the rubbish chute shall be placed therein.

### **B. Building Maintenance and Repair**

1. All of the common elements, including but not limited to the exterior surfaces of the building, doors, passageways, and grounds, shall be used and decorated only as permitted by the Board. No alterations, installations, repairs or changes of any nature whatsoever shall be effected to the exterior surfaces of the building, including lanais, and thereafter maintained without the written approval of the Board.
2. The Board shall be responsible for repair and maintenance of the exterior surfaces of the building, passageways and doors and exterior side of door of condominium units. The balance of maintenance and upkeep of condominium unit doors and of lanai floors are not the responsibility of the Board. Where said exterior surfaces, passageways, fences, shrubbery and other areas are damaged deliberately or as a result of the negligence of any occupant or guests, then such occupant shall be responsible for the prompt payment of the cost of the repairs. The Board shall repair damage caused by breaks in the main utility lines. In the event an occupant causes damage to another apartment or other areas, he shall be financially responsible for all necessary repairs.

3. Requests for exterior repairs and maintenance shall be submitted to the managing agent, who shall determine whether the requested repairs and/or maintenance concerned are the responsibility of the Board or the occupant. Any decision of the managing operator may be appealed to the Board in writing within ten (10) days following the managing operator's decision.
4. Repair and maintenance of apartment interiors are the responsibility of each occupant. It is the responsibility of the respective occupants to maintain their apartments and the equipment and fixtures therein located in such manner as not to cause damage to other apartments or the common elements to interfere with the rights of enjoyment to which other occupants are entitled.

#### **C. Guests**

1. The occupant is responsible at all times for the reasonable conduct of his guests. Any occupant who is requested by the managing agent to take action respecting the conduct of himself or his guests shall promptly comply therewith.
2. No guests are allowed in basement maintenance areas or on roof or in sewage disposal area.

#### **D. Lanais**

1. No article shall be hung on or from lanai railings for any purpose whatsoever nor shall clothing or laundry be hung in doorways or windows, in such manner as to be in view of persons outside the building.
2. Only furniture and small potted plants appropriate to lanais may be used thereon. Containers shall be placed under all pots so as to avoid the dripping of water therefrom.
3. The watering of plants and the sweeping and mopping of lanais in adjacent areas shall be accomplished in a manner which will not create a nuisance to persons residing in adjacent or lower apartments or to persons on the grounds of premises.
4. No barbecuing or use of any kind of cooking or burning devices shall be allowed on lanais, except with the written consent of the managing operator.
5. No occupant shall engage in any unlawful activities.

#### **E. Laundry, Storage and Garage Area and Facilities**

1. Each occupant shall comply with all regulations and directions for the use of the laundry, storage and parking facilities and area and the use thereof. Occupants shall refrain from loud talking in laundry areas and each floor elevator lobby.

#### **F. Lights**

1. Occupants shall promptly adhere to requests of the managing operator with respect to use and subduing of lights which in his sole opinion affect the peace and enjoyment of other occupants.

#### **G. Parking and Parking Stalls**

1. Each occupant shall park his car only in the parking stall assigned to him by the managing operator and shall abide by all of the parking rules and regulations and directions of the Association and its managing operator. If occupant's stall is taken by error, occupant shall park next to building in unreserved areas. Occupant shall not park in another occupant's reserved stall.
2. Each occupant shall be responsible for directing proper parking by his guests.
3. The Association or its representative shall not be liable for any damage, loss or injury arising from the use of the parking area.

#### **H. Pets**

1. No pets except caged birds shall be kept or harbored in the building, except with the written consent of the Board or managing operator.

#### **I. Terrace and Pool Area**

1. Furniture other than that approved by the Board shall not be used in the terrace and pool area. Such furniture shall not be removed from said area without the consent of the managing operator.
2. Users of the terrace and pool area are responsible for the removal of all articles brought thereto by them including towels, books and magazines, at the time they leave said area. ~~Users are responsible for their own safety regardless of the pool area and terrace conditions.~~
3. Bicycles, scooters, skates and similar equipment shall not be operated in the terrace and pool area.
4. No baseballs, golfballs, beachballs, swim fins, face masks, mattresses or other flotation objects shall be permitted in the terrace and pool area without consent of managing operator.
5. Glass containers shall also be prohibited in the pool area.

#### **J. Swimming Pool**

1. No swimming shall be permitted between the hours of 10 p.m. and 9 a.m.
2. No running, pushing or scuffling shall be permitted around the pool.

3. There shall be no splashing of water other than that accompanying normal swimming.
4. There shall be no yelling in the pool or pool area.
5. No life rafts, toys or other such objects shall be permitted in the pool.
6. Showers shall be taken before entering the pool.
7. Any persons having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.
8. Spitting and blowing the nose in the pool area are strictly prohibited.
9. All suntan oil, sand and other such material must be removed before entering the pool.
10. All bobbypins, hairpins and other such material shall be removed before entering the pool.
11. The pool is for the exclusive use of all occupants and registered occupant is responsible for the conduct of all other occupants of such respective apartment.
12. All persons shall comply with the requests of the managing operator respecting matters of personal conduct in and about the pool and terrace area.
13. Bathers going to and from the pool or beach area shall use any areas that may now or in the future be designated.

#### **K. Elevators**

1. Parents shall advise their children not to play in elevators or push buttons except for the floor they are occupying. ~~Parents will be held responsible for damage or maintenance repairs caused by children playing on elevators. Hotel will not be responsible for injury of children while playing on elevators.~~

#### **L. Lock-Outs**

1. An occupant who is locked out of an apartment must contact the party from whom they rented the apartment, or if unable, and if the Owner of the Apartment has signed an authorization, the Management can provide lock-out service, provided the occupant is willing to pay for such unlock service.

# Mana Kai Maui Fines and Penalties

## VIOLATIONS OF HOUSE RULES

- The Board of Directors shall have the right to assess reasonable and equitably applied administrative charges ("fines") against any Owner for any repeated (i.e. more than once) failure (as determined by the Board or its authorized agent(s) by the said Owner or the said Owner's vendee, tenants, guests, or invitees to comply with the Declaration and/or Bylaws of the Association, and/or with administrative rules and regulations enacted from time to time pursuant to these Bylaws.
  1. First violation, written warning.  
Provided, however, serious violations (violations which, for example, threaten person or property) shall be the basis for a fine without any requirement of prior notice or written request for compliance.
  2. A second violation within a 6-month period of a written warning, \$50.00 fine.
  3. A third violation within a 6-month period of a written warning, \$200.00 fine.

The unpaid amount of such fines against an apartment owner shall constitute a lien against his interest in his apartment which may be foreclosed by the Board of Directors or Managing Agent as stated in Article X Section 2 (c) Mana Kai Bylaws.

## ASSESSMENTS

- All monthly maintenance fees and other assessments owing by any owner to the Association shall be paid in advance on the first day of the month for which the fee or assessment is being imposed. In the event that any owner shall fail to pay any fee or assessment by the fifteenth (15<sup>th</sup>) day of the month for which the same was due, said delinquent owner shall be required to pay a late payment charge and shall similarly be charged for each and every subsequent delinquent payment until all amounts owing to the Association have been paid in full; provided, however that the Board of Directors may, upon written application and showing of good cause for such delinquency (in the sole judgment of the Board) waive part or all of the late payment charges so assessed against an owner. An Owner who sends payment by mail will be considered delinquent if any payment due is not postmarked on or before the 15<sup>th</sup> day of the month for which any payment is due.... Interest at the maximum rate then allowed by law shall also be charged on all delinquent assessments, from the date of such default until paid. (Article VI Section 1 (b) Mana Kai Bylaws.
  1. A \$ 25.00 late payment charge shall be assessed on any monthly maintenance fee that an Owner has failed to pay by the fifteenth (15<sup>th</sup>) of the month in which it is due.

In addition to monthly maintenance fees, an Owner is subject to late payment charges and interest on delinquent amounts if such Owner is delinquent in payment of any other fees or assessments which shall include, but is not limited to, special assessments, fines imposed,

## **Mana Kai Maui Fines and Penalties**

transfer fees, purchase of supplies or documents, or services, and late payment on previously imposed late payment charges overdue. The Association shall send any Owner who is delinquent in any payment a statement of the Owners account monthly until the Owner has paid all delinquent accounts. All unpaid assessments, late fees, interest charged, expenses, costs and attorneys fees under this section shall constitute a lien against the unit of the delinquent owner, which lien may be foreclosed upon in like manner as a mortgage of real property and may be signed by the Association's attorney, its Managing Agent or two Board members on behalf of the Association.

2. A late payment charge of \$25.00 will be assessed on any other fees or assessments that an Owner has failed to pay by the fifteenth (15<sup>th</sup>) of the month in which it is due.

### **DAMAGE AND/ OR ALTERATIONS TO THE COMMON ELEMENTS**

- Fine to the Owner of up to \$5000.00 per occurrence.
- In addition, the Owner shall be responsible for repair and/or replacement of the altered or damaged common element.
- The cost of any repairs or maintenance needed as a result of a violation will be billed to the Owner at a rate of \$75.00 per hour.
- Unpaid penalties will be charged as an assessment to the Owner.

### **CONSTRUCTION/REMODELING PENALTIES**

#### **CONTRACTORS**

- First violation written warning and \$100.00 fine per violation.
- Second violation written warning, \$200.00 fine and the Board of Directors or Property Manager shall have the right to ban the contractor from working on the property.
- The cost of any repairs or maintenance needed as a result of a violation will be billed to the Owner at a rate of \$75.00 per hour.
- Unpaid penalties will be charged as an assessment to the Owner.

### **APPLICATION OF PAYMENTS**

The board of directors as per Article VI section 1(c) of the bylaws, has adopted the following policy:

Payments from Owners shall be applied in the following order:

1. Toward the payment of fines, expenses, costs, and attorney fees assessed against the delinquent Owner.
2. Toward the payment of late fees and interest assessed against the delinquent Owner.
3. Balance remaining, if any, toward the payment of common expense assessments.

### **APPEAL PROCESS**

Fines and Penalties may be appealed by writing to the Board of Directors c/o Managing Agent. (Article X Section 2 (c) Mana Kai Bylaws)