

Rules and Regulations of Maui Sunset (House Rules)

Revised January 22, 2010

This document sets forth the Rules and Regulations (herein called the “Rules”) of MAUI SUNSET condominium project, stating clearly the responsibility of the Owners and Apartment Occupants, herein called “Occupant” and of the Association of Apartment Owners. The Rules have taken into consideration the desires of the Owners and Occupants and are subject to revision, as provided in the By-Laws of the Association (please note that certain sections hereof have been extracted, either in whole or in part, from the By-Laws, and amendment thereof will require amendment of the By-Laws). They apply to all Owners and Occupants, their children and guests and shall be enforced by the Board of Directors (hereinafter called “Board”). The following shall constitute enforceable Rules, despite the language in which the same may be expressed.

The basic guideline can be stated simply as common sense and consideration for the rights and feelings of other-so that the general atmosphere is friendly and pleasant. The Board invites all residents to practice reasonable tolerance, remembering the close proximity in which they live.

1. **BY-LAWS PREVAIL:** The By-Laws of the Association of Apartment Owners are incorporated herein by reference and if inconsistent with these Rules, said By-Laws shall prevail.
2. **REPORTING VIOLATIONS AND DAMAGES:**
 - a) All corrective actions regarding violations of the Rules and damages to the common elements or common areas shall be enforced by the Board and should be reported promptly, in writing, to the General Manager or the Board.
 - b) Damages to the common elements or common areas shall be surveyed by the Board or the General Manager at the direction of 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. **NUISANCE:**
 - a) Occupant of an apartment shall not make or permit to be made any noise in the building by himself/herself or his/her family or his/her invitees or licensees which will annoy or interfere with the rights, comforts and convenience of neighbors. Particular attention must be paid to maintaining a minimum of noise between 10:00 PM and 8:00 AM. In particular this applies to social gatherings, television sets, radios, stereos and musical instruments.

- b) Outdoor cooking shall be subject to regulation by the Board and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking at the gas barbecue area in the center of the courtyard are not permitted. Cooking is not allowed on lanais.
- c) Users of the pool shall obey the posted rules, the General Manager, security, and the rights of others at all times. Failure to adhere may result in loss of pool key and pool privileges for a period of 30, 60, or 90 days. Repeated violations will result in permanent loss of the pool key and pool privileges. The penalty will be determined and documented by the General Manager with the Board of Directors acting as an appeal board in case of a dispute over the offense and/or the penalty.
- d) Users of the exercise room shall obey the posted rules, general manager, security, and the rights of others at all times. Weights shall be replaced in their proper location on cessation of use. Users of the sauna shall not enter exercise room in a wet condition as to cause water to puddle on the floor of the exercise room. Failure to adhere may result in loss of exercise room privileges for a period of 30, 60, or 90 days. Repeated violation will result in permanent loss of the right to use the exercise room. The penalty will be determined and documented by the General Manager with the Board of Directors acting as an appeal board in case of a dispute over the offense and/or the penalty.
- e) Be considerate of surrounding neighbors when using the kayak storage area before 8:00 AM.

4. PARKING, PARKING STALLS, AND BICYCLE RACKS:

a) Unauthorized vehicles not visiting or residing at Maui Sunset will be summarily removed at Owner's expense and may be charged with trespassing. Occupants or their guests shall park their vehicles only in the approved parking spaces. There will be no reserved parking spaces except for extreme medical accommodation as determined by the Board President and the General Manager. The use of motor cycles, motor scooters, or other wheeled equipment cannot be used to reserve a parking place. Owners and Occupants must not allow vehicles to protrude beyond the spaces or to block sidewalks and driveways. All vehicles must have current registration, current vehicle license plate displayed, and the registration number must be on file in the front office. Any vehicle not on the office list may be towed and the Owner thereof shall be held responsible for payment of all towing charges. No vehicle may be parked in any area other than parking spaces in the designated lots. Vehicles stored by apartment Owners may only be parked in the designated spaces in the back row of the parking lot.

b) A vehicle shall not be washed except when it is in the stall, which is designated as a "Car Wash," and the area shall be thoroughly cleaned before leaving. No mechanical repairs or maintenance shall be performed on a vehicle on the common

elements or the common area except emergency repairs to start the vehicle or change a flat tire.

c). All Homeowners who store cars on Maui Sunset AOA property, when off property for more than 24 hours, should store their vehicles in the back row of the parking lot. Homeowners with units on the A side may only use the storage on the A side. Homeowner's with units on the B side may only use the storage on the B side. The vehicle must be parked east of the car storage sign in each lot. Cars will be towed if not stored in the proper parking lot in the proper area.

All homeowners that have stored cars on the property shall leave a set of keys with the General Manager. The keys will be locked in the office safe.

d) When vehicles are parked on Maui Sunset property, Maui Sunset is not responsible for theft, vandalism or damage of the vehicle.

e). Bicycles shall be parked on common property only in the bicycle racks provided. Bicycles parked on the bike racks shall be registered with the office and shall be maintained in working condition. There will be no charge for bike parking. Bikes not registered by June 2009 with the office or not maintained in working condition will be considered abandoned and will be removed and subsequently disposed.

5. OCCUPANCY:

a) MAUI SUNSET shall be operated as a resort condominium project, and each apartment thereof shall be used only as a residence and shall not be used for business or other purposes without the written approval of the Board of Directors, except that apartments may be leased or rented from time to time to transients. When an absentee owner handles their own rentals, they are responsible to make available four sets of keys for the front desk and one set of keys for emergency. Also, the absentee owner must advise the general manager who is responsible on island for maid service and for maintenance. Absentee owner's must FAX or send a letter of arriving guest's name, arrival date, duration of stay, and unit number to the AOA office seven (7) days prior to their arrival. The office shall be notified immediately if there are any changes in the information in the above FAX or letter.

b) No livestock, poultry, rabbits, dogs, cats, or other animals whatsoever shall be allowed or kept in any part of the project except that per the By-Laws amendment grandfathered dogs, cats, and other household pets as of the year 2003 may be kept by the apartment Owners and Occupants in their respective apartments, but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements in the building except in transit when carried (or on leash) nor, in any case, allowed on any part of the recreational areas, or parking areas, provided that any pet causing a nuisance or unreasonable disturbance to any Occupant or guest of an Occupant of the project shall be permanently removed therefrom promptly upon notice given by the Resident Manager or the Board of Directors. All pets allowed under the amended By-Laws must be registered immediately with the General Manager.

c) An apartment Owner or Occupant shall be responsible for the conduct of his/her children and the children of guests 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. In any case, children twelve years of age and under (including guests) shall not be permitted in the halls, stairways, elevators, or parking areas unless accompanied by an adult. Children will not be permitted to play in corridors, elevators, the main lobbies, or unsupervised in the recreation or parking areas.

6. ABSENTEE OWNERS: Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they or their tenants or lessees will be absent from the apartment for more than thirty (30) days. Such Owners shall file with the General Manager their out-of-town address and telephone number and the address and telephone number of their agent.

7. COMMON AREAS, ENTRANCES AND LANAIS:

a) The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than for ingress and egress.

b) Each apartment Owner shall be responsible for the care and maintenance of all lanais, which are included in his/her apartment. Such Owner may not, however, paint or otherwise decorate the floors, walls or ceilings of the lanais without the prior written approval of the Board Committee responsible for enforcement of the rules and regulations. Newly installed lanais floor coverings shall be shades of brown, tan or beige. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the board of Directors may require the painting or cleaning of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting or cleaning of all of the walls and ceilings of the lanais and to make payment thereof out of the maintenance fund or charge of the maintenance fund or charge individual unit owners for the same.

c) Only appropriate furniture and small plants shall be used on lanais and any unsightly or disturbing items shall be removed upon the request of the General Manager or the Board. Only approved lanai furniture shall be allowed on lanais. Approved lanai furniture shall be a type manufactured from metal, acrylics, or fiberglass and must be subtle shades of brown, beige, tan, green or grey. Lightweight stackable chairs or lightweight molded plastic chairs and tables of any color are not approved lanai furniture and therefore not allowed on lanais. Furthermore no interior furniture or wooden furniture of any type shall be allowed on lanais. If in doubt, please check with the Grounds and Design Committee Chair Person prior to making any changes.

Outdoor ceiling fans shall be allowed on the lanais subject to the following:

- Fans shall be manufactured for wet outdoor locations.
- The fans shall be three speeds with 52 inch blade.
- The color shall be oil rubbed bronze only.
- The approve fan model meeting these conditions is a Regency Model VC-ORB

- If the approved model is not available or discontinued, a substitute fan may be approved by the Chairmen of the Design and Grounds Committee.
- Electrical connection to the fan shall be installed in accordance with the National Electrical Code, 1999 Edition
- Occupants shall not hang clothes, towels, or any other objects from the fan blades.

Lanais are not to be used for storage purposes of any kind, except storage of furniture during remodeling and updating will be allowed for short durations. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays except that reasonable Christmas decorations may be displayed during the month of December and the first week in January. No apartment Owner or Occupant shall post any advertisement, bill, poster, or other sign on or about his/her apartment or the common areas of the project, even if not visible outside of the buildings, except as expressly authorized by the Board.

d) Towels, swim suits, wind socks, wind chimes, bicycles, surf boards, wind surfing equipment, recreational equipment, umbrellas of any type, work tools, household items, etc. shall not be allowed on the lanais or passages or windows so as to be in view from outside the building or from the apartment above or below, nor shall anything be dusted or shaken from lanais or windows or cleaned by beating or sweeping on the common area.

e) All 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 scrubbing lanais so as to prevent water from running down the exterior of the building.

f) Objects shall not be thrown from lanais, windows, entrance balconies, etc. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the common areas or within the buildings is expressly prohibited.

g) Personal property, shoes, dry-cleaning, etc. shall not be allowed to remain in view at the front entrances of apartments. Rugs, mats, shoes, or any other personal articles are not allowed on walkways.

h) Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle.

i) Unsightliness within public view is not permitted within the project. 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; inappropriate, broken, torn, scarred, or offensively ugly furniture or plants on lawns; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrel, etc., stored or stowed in or on walks, etc. or un-shaded or improperly shaded lights that create objectionable glare.

j) Garbage cans, household supplies, excess items, or similar articles shall not be placed outside the apartment area or in a place where they can be seen from outside the apartment, except as the Board shall prescribe.

k) Items of personal property, including baby carriages, bicycles, wind surfing gear or surfboards shall not be left or allowed to stand on any of the common areas, other than within the confines of the apartment or any enclosed limited common element adjacent to the apartment. Maui Sunset has provided a temporary storage area at the northwest corner of the property for a charge for kayaks and windsurfers. Registration for this usage must be made with the Maui Sunset office. 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.

8. APARTMENT REPAIRS, ADDITIONS. AND/OR MODIFICATIONS:

a) Every apartment Owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his/her apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his/her failure to do so.

b) All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to each apartment, including interior walls, floors, and ceilings of such apartment shall be at the apartment Owner's expense.

c) No apartment Owner or Occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of either building or protruding through the walls, windows or roof thereof.

d) Nothing shall be allowed, done or kept in any apartment or common element which will overload or impair the floors, walls, or roofs or either building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

e) No awnings or other projections shall be attached to the lanais or outside walls of any building for the exterior of any door without the prior consent in writing of the Board.

f) No alteration or addition to an apartment which is visible from the exterior of the apartment nor any alteration or addition to the common elements may be made without prior approval of the Building Committee of the Board. Paint for the front doors must be uniform in color. This paint is available from the front office. Signs are not allowed on the outside of the front doors. Only the room number and doorbell are allowed. Nameplates are only allowed when part of the doorbell assembly. Door louvers may be installed in the outer door provided you use the preapproved size and they are

stained or painted the same color as the door with matching framework around them. Replacement of the sliding glass door in the bedroom with a window shall be subject to the following:

- The conversion will require the approval of the Building Committee of the Board of Directors.
- The Maui County Department of Fire Control requires an operable window or door exit from each bedroom to allow escape in case of fire. The new window shall be the size shown on sheet A7 of the approved building plans. (3'6" x 4'10").
- The construction of the wall below the window shall be of concrete or concrete block as shown on the approved building plans Sheet A7. If there is a desire to use an alternate material other than concrete or concrete block a building permit will be required by the County Department of Public Works.
- The owner will be required to sign a form taking responsibility for future maintenance and repair caused by the window revision.
- The converted window shall be installed approximately one half inch inset from the plane of the walk way wall.

g) No draperies will be permitted which are visible from the exterior of the building and which differ in color from the draperies originally provided or approved for the apartment. The colors are white, off-white, and light tans. All window coverings must be in good repair. Soiled, faded, torn, or ripped drapes must be cleaned or replaced. Mini or vertical blinds are acceptable substitutes for drapes; provide they comply with the color restrictions. Cleaning must be done on a regular basis and bent or broken blinds must be repaired or replaced. Bent or torn screens must be repaired in a timely fashion and screens and windows must be cleaned regularly. Wallpaper is not allowed around window or doorframes where it can be seen from outside the apartment. Anti glare film may only be in shades of gray to maintain a uniform appearance from outside the building. Any film that is cracked, peeling or discolored must be removed or replaced.

h) Air Conditioners:

Air conditioners (AC) must be kept in good repair. Dust should be cleaned out of air conditioners regularly. Peeling paint or rust on or around the air conditioner and warped filler boards must be repaired or replaced. Leaking air conditioners must be repaired or replaced within (10) days.

Air Conditioner Replacement Policy:

1. Approval from the General Manager must be obtained prior to any unit installation and for the proper disposal of the replaced Air Conditioner unit. The manager will place an identification apartment number on the new unit. [The Waste Management Company will not pick up the units left by the dumpster. It is the owner's responsibility for proper disposal of the replaced AC unit.]
2. For walkway bedrooms air conditioners, purchase and install units that are called THRU THE WALL SLEEVE air conditioners. These AC units should be purchased with an installation sleeve. Window/wall units are not permitted for walkway\bedroom installation. Units cannot protrude into the walkways

more than 4 inches. The average wall opening is approximately 26 inches wide by 13 ½ inches in height. (AC units will require some modifications to the opening.) In addition the following is required:

- a. Units shall be less than 8000 BTUs units with 115 VAC
- b. Materials used to fill in space around air-conditioners should provide a watertight seal to the wall structure to prevent intrusion of water or insects. The fill in space must have a finished look and be textured and painted to match like areas on the exterior of the building. However, in the event that the AC unit has side vents that will be covered, side vent plates approved by the Building Committee shall be installed. These plates shall be painted to match the air conditioner unit.
- c. The General Manager will provide the paint for the exterior installation on request to match the walkway colors.

3. Living Room air conditioners may be the window/wall type. The drain must be connected at all times to the PVC provided for such purposes, unless the unit has a working evaporation pan.

- a. Units shall be less than 15,000 BTUs units with 115 VAC
- b. Materials used to fill in space around air-conditioners should provide a watertight seal to the wall structure to prevent intrusion of water or insects. The fill in space must have a finished look and be textured with stucco and painted to match like areas on the exterior of the building. (See unit A202 as an example of an acceptable finish.)
- c. The General Manager will provide the paint for the exterior installation on request to match the building colors.

Existing AC units must have been installed or need to be reinstalled so that fill in Space around the air-conditioners provides a watertight seal to the window framing structure to prevent intrusion of water or insects. The fill in space must have a finished look and be textured with stucco and painted to match like areas on the exterior of the building. Leaking AC units that do not drain water to the PVC pipe shall be replace in 30 days. The Resident Manger will provide the paint for the exterior installation on request to match the building.

New air conditioners installation must appear as uniform as possible when compared to other AC units in the complex. In addition are the following requirements for the new AC units:

4. Elimination of AC unit

Owners may choose to eliminate either the living room or walkway AC Unit. If the AC unit has or will be eliminated the resulting space must provide a watertight seal to the wall or window structure to prevent the intrusion of water or insects. The fill in space must have a finished look and be textured and painted to match like stucco areas on the exterior of the building. The General Manager will provide the paint for the exterior installation on request to match the building.

i) Disposal of Replaced Appliances

When major appliances such as refrigerator, air conditioner, washer, drier, dishwasher, etc. is replaced, the old appliance must be hauled off the property and disposed at an appliance recycling yard. Replaced appliances shall not be left on the property in any location. Replaced appliances left on the property will require property staff hauling them to the appliance recycling yard. A charge against the property owner for this unauthorized staff service of appliance disposal and/or disposal cost fees will be billed at the going rate with a monthly maintenance fee following the unauthorized disposal.

j) Construction Rules for Contractors and Construction Work

When a contractor is making alterations to apartment unit the following guidelines shall be adhered to with respect to the performance of work while on the property (Property owners performing construction work must also follow similar applicable rules with respect to performance of work on the property):

- A. Prime Contractor and Owner must sign in at the Maui Sunset Office and meet with the General Manager, prior to starting work.
- B. Sub-trades employed by the Prime Contractor are the responsibility of the Prime Contractor.
- C. All contractors who do not have owner provided key access will sign for the key to the specific unit they are working in and will return that key each night before leaving the property.
- D. Contractor (Homeowner) will supply a dumpster for demolition material at a location agreeable to the General Manager. There is no dumping of any waste construction materials in the rubbish chutes or AOA trash bins.
- E. The Contractor's hour of operation for work shall be between 8:00 A.M. and 5:00 P.M. only Monday through Saturday. NO WORK ON SUNDAYS. Remodel projects will be completed within 120 calendar days unless the General Manager agrees to additional time for completion.
- F. Contractor will not cut tile on the Lanai's.
- G. All walkways in the area of the unit being remodeled will be cleaned and mopped at the end of each day.
- H. Any damage done by the Contractor or his sub-trades will be promptly repaired by the Contractor. If agreed by the General Manager the repair will be done by AOA employees and the contractor will be billed on a time and material basis.

- k) 1. For all new projects, started after February 1, 2008, all non-ground floor apartments may install tile and other hard surface flooring material in any interior area of their apartments so long as the installation of such flooring includes a minimum ¼ inch cork or ¼ Regupol QT scu or similar membrane over the area that is to receive the hard surface.

2. Recommended installation procedure:

- a. Lay cork or ¼ inch Regupol QT scu, or other similar membrane over area that is to receive the hard surface and a minimum ¼ inch thick cork

or ¼ inch Regupol QT scu must extend up the wall above the hard surface. At door openings hard surface must be held back from the wall a minimum ¼ inch and that void must be filled with pliable caulk.

- b. Lay the tile or hard surface flooring.
- c. Cut cork or Regupol running up the wall flush to top of the hard surface.
- d. Grout tile- No grout should touch wall sides.
- e. If the baseboard or cove base is installed, add pliable caulk to fill the void between the baseboards and the floor.

3. Resident Manager must inspect apartment before tile or hard surface is to be installed.

9. PROJECT MAINTENANCE:

a) The maintenance employees will use every effort to police 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 weeding, pruning, watering, etc. Accordingly, and in the common interest, every occupant is to do his/her or her part and use this influence on all members of his/her household to do their part toward abating unsightliness within the project to the fullest practicable extent.

b) Maintenance employees of the Association are under the sole direction of the General Manager; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any Owner, Occupant or guest.

c) No employee shall be asked by an Owner to leave the common elements.

d) Cleaning of individually owned apartments, including all windows is a responsibility of the respective apartment Occupants.

10. HAZARD:

a) The parking areas, halls, stairways, and elevators shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

b) Unless the Board gives advance written consent in each and every instances Occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.

c) No activity shall be engaged in and no substance introduced into or manufactured within the building, which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on buildings within the project.

d) Speeding will not be permitted within the project. Appropriate action will be taken by the Board pursuant to the letter of the law.

11. USE OF POOL AND RECREATION AREAS:

It is understood that any Occupant may use the swimming pool on the premises and any other recreation facilities so provided, individually or together with other Occupants. However, each Occupant shall assume all risk of personal injury or property damage that may result from the use of said pool or recreational areas by the Occupant or the Occupant's family, guests or invitees.

Chaise lounges at the pool may not be reserved by placement of towels or other belongings when the pool users are not in the fenced pool area.

12. IN CONNECTION WITH USE OF THE POOL AREA:

- a) No use of the swimming pool area before 8:00 AM or after 10:00 PM is permitted except by prior written permission of the Board or the General Manager.
- b) No children under twelve (12) years old will be permitted to use the swimming pool or hot tub without a parent or adult guardian in attendance and supervising their activity.
- c) Glass bottles or glass containers of any kind are not permitted in the pool areas; all beverages will be consumed out of metal, cardboard, plastic or paper cups or containers.
- d) Users of the pool shall not throw balls, footballs, nerf balls, or other objects in the pool area.
- e) No snorkel gear or flotation devices will be allowed in the hot tub and in the pool. Water wings or small flotation items can be used to assist non-swimmers in the pool. Children with these flotation devices must be accompanied by an adult or parent. Noodles may be used in the pool as a swim aid.
- f) All Occupants, their lessees, tenants, licensees and invitees shall observe at all time such additional rules and regulations concerning the use of the pool and recreation areas as are posted thereon.

13. GENERAL RULES AND REGULATIONS:

- a) Furniture placed in common areas is for use in those specific areas and must not be removed there from.
- b) No solicitation or canvassing will be allowed in the buildings or on the common areas at any time.

c) Advance notice must be given to the General Manager when household goods or large item of furniture are to be moved in order that the elevator can be protected by pads and proper scheduling can be maintained.

d) The General Manager is not required to give access to apartments or buildings without the written permission of the responsible Owner.

e) Owners and Occupants shall file their name, address, phone number and signature with the General Manager upon purchasing and/or taking occupancy of and apartment and shall furnish the General Manager and/or the Board with such other reasonable information as shall be requested from time to time.

f) Each apartment Owner shall observe and perform these Rules and ensure that his/her lessees, tenants, licenses and invites also observe and perform these Rules. Owners will be responsible for their lessees or guest's observance of all Rules set forth herein. In the event expenses are incurred due to violation of Rules by lessees, guests, or licensees the Owner shall be responsible for payment of the same.

g) In accordance with Hawaii Laws Act 295 the Board directs the following common areas to be signed and enforced as prohibiting smoking:

1. Enclosed fenced area of the swimming pool.
2. Exercise room and sauna
3. General Manager's office
4. AOA office
5. Elevators
6. Tunnels
7. Enclosed elevator lobbies
8. Stairways
9. Elevator machine rooms
10. Enclosed hallways
11. Compactor rooms
12. Maintenance Shop & Storage Area

14. AMENDMENTS: These Rules may be amended only by a majority vote of the Owners at a meeting of the Owners duly called and held in the manner provided for in the By-Laws of the Association or by a majority vote of the Board of Directors at a duly called meeting.

1. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS OF MAUI SUNSET SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENTS THE RIGHT TO:

(a) ENTER THE APARTMENT 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, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF AND THE GENERAL MANAGER OR THE BOARD

OF DIRECTORS SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

(b) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.

2. OWNER RESPONSIBILITY:

THE FULL AUTHORITY OF ENFORCING THESE RULES AND REGULATIONS MAY BE DELEGATED TO THE GENERAL MANAGER BY THE BOARD. ALL OWNERS, TENANTS, OCCUPANTS AND THEIR GUESTS SHALL BE BOUND BY THESE RULES AND REGULATIONS AND BY THE RULES OF REASONABLE CONDUCT WHETHER COVERED BY THESE RULES AND REGULATIONS OR NOT. OWNERS AND TENANTS WILL BE RESPONSIBLE FOR THEIR GUESTS' OBSERVANCE OF ALL RULES AND REGULATIONS. IN THE EVENT EXPENSES ARE INCURRED DUE TO VIOLATIONS OF THESE RULES AND REGULATIONS BY AN OWNER'S TENANTS, GUESTS OR LICENSEES, THE OWNER SHALL BE RESPONSIBLE FOR PAYMENT.

3. FINES:

A SCHEDULE OF FINES WAS ESTABLISHED EFFECTIVE JANUARY 24, 2009 PER THE HRS 514 A, 82A, 2, 18 LAWS REGARDING CONDOMINIUM ASSOCIATIONS AND PER LANGUAGE EXISTING IN CURRENT BY-LAWS OF THE ASSOCIATION OF OWNERS OF MAUI SUNSET. SEE **EXHIBIT A** ATTACHED TO HOUSE RULES.

EXHIBIT A (PAGE 1 OF 2)

Resolution of the Board of Directors of the Association of Apartment Owners of Maui Sunset Adopting a Schedule of Fines for Violations of the Declarations, By-Laws and House Rules.

Dated: January 24, 2009

WHEREAS, HRS 514A 82a, 2, 18 requires condominium associations to provide for a schedule of fines to enforce their House Rules and By-Laws of the Association of Apartment Owners of Maui Sunset and gives the Associations Board of Directors the power to take action against the apartment owner, their tenants and anyone else using the apartment at Maui Sunset for violations of the Declarations, By-Laws and House Rules of the Association: and

WHEREAS, in accordance with the power, the Board has decided to (I) adopt a schedule of fines to be imposed for violations; (II) gives the Board and the General Manger with prior Board authorization the power to impose fines in accordance with the schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's Declaration, By-Laws, or House Rules by apartment owners, their tenants, family members, guests, employees, or anyone else using the Maui Sunset property.

RESOLVED FURTHER, the Board deems apartment owners responsible for payment of any fines imposed with respect to their apartment, or as a result of the actions of the owners, tenants, family members, guests, agents, or employees.

I. Schedule of Fines

a. Violations that by their nature or consequences cannot be undone (example, a Health and safety issues and b. committing any act the offender has been forbidden to do within the Association's Declaration, By-Laws, or House Rules etc.)

First offense - \$50.00 and/or loss of privilege associated with the violation for seven (7) days if applicable.

Second offense - \$100.00 and/or loss of privilege associated with the violation for fourteen (14) days if applicable.

Third offense - \$200.00 and/or loss of privileges associated with the violation for thirty (30) days if applicable.

Fourth and subsequent offense - \$250.00 and/or loss of privileges associated with the violation for one hundred eighty (180) days if applicable.

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b. Violations that are minor in nature and have not been corrected.

First offense - a verbal or written warning will be given to the offender advising of the alleged violation with a time frame to correct the issue. If issue is not corrected, the offender is sent violation letter #1 advising of a fine of \$50.00 per month each month thereafter that the alleged non-compliance continues and given 15 days after receipt of this letter to remedy. If there is no remedy, violation letter #2 is sent advising of the commencement of the fine.

Repeat offense(s) for the same violation within a one (1) year time period refer to (a) above for appropriate fine(s).

The record of violations and the fine schedule shall be expunged after one year from the anniversary date of each violation with the exception of violations noted in (a) above, which shall be expunged after two years from the anniversary date of each violation.

c. The Board may reduce, suspend, or cancel fine(s) after consideration of the appeal as described in the established By-Laws. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the notice of appeal.

d. Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an Owner's Apartment. Unless the Board votes to reduce, suspend or cancel a fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense which is subject of the appeal.

II. Miscellaneous

The schedule of fines shall be sent to all owners and residents of Maui Sunset Condominium and shall be attached as an exhibit to this Association's House Rules. The Board reserves the right to establish a new schedule of fines at any time.

Nothing contained in this section (resolution) shall be interpreted to prevent or delay the Board or the General Manager from enjoining, abating, removing or remedying any violation or breach which may impair or in any way affect the value or safety of the project or the use and enjoyment, safety or health of any apartment owner.