

**ASSOCIATION OF APARTMENT OWNERS
OF
WAILEA EKOLU**

RULES & REGULATIONS

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APARTMENT OWNERS
OF
WAILEA EKOLU**

TO: Owners and Prospective Owners of Wailea Ekolu Apartments:

This booklet contains the Rules applying to Wailea Ekolu (Ekolu) as adopted and amended through this date. These Rules have been adopted in accordance with the Hawaii Condominium Law (Revised Statutes Chapter 514-A), the Wailea Ekolu Declaration of Horizontal Property Regimes, and the Bylaws of the Association.

A copy of the Rules was delivered to each new Owner at the time of purchase of an Ekolu apartment. The Rules as adopted or amended thereafter have always been available at the Resident Manager's Office. Nevertheless, the Board of Directors believes that a compilation of the Rules in a single booklet would be more convenient to Owners. Copies are also being sent to Rental Agents and are available to Real Estate Brokers active in Ekolu. Copies will continue to be made available to Escrow Agents handling the closing of an Ekolu apartment for delivery to new Owners.

Rules are an integral part of the governance and management of a condominium Association. They serve a number of purposes involving the cohesiveness of the condominium community and the protection of the value of each individual's investment. Communal living differs significantly from the individualism which can be practiced by Owners of single family homes. As the Hawaii Court of Appeals recently stated:

"The uniqueness of the condominium concept of ownership has caused the law to recognize that each Owner must give up some degree of 'freedom of choice he might otherwise enjoy in separate privately owned property'."

The purposes and goals of these Rules are at the same time diverse and interrelated: to promote the safety, security and health of Owners and guests, the protection of apartment buildings and common elements, the rights of Owners and occupants from annoying disturbances both within the apartment buildings and on the common areas, and the value of each Owner's investment; and to assure a tranquil environment, the structural soundness and safety of the buildings, the attractiveness and desirability of the property, the visual uniformity of the community, and the coordination of the overall landscaping.

The Board of Directors reserves the right to make other Rules and Regulations from time to time as may be deemed necessary.

In part, the enforcement of these Rules is delegated to the Resident Manager and the Ekolu Security Staff. It is important to each of us that all Owners, their family, guests and resident guests, follow these Rules. Infractions of these Rules should be reported to the Resident Manager. After-hours disturbances should be reported to Ekolu Security by phoning 281-4315 or Wailea Patrol at 874-3922. The Resident Manager will handle all complaints on an anonymous basis, if possible. It is suggested that, whenever possible, reasonable efforts should be made by the parties affected to settle minor disagreements between themselves before resorting to assistance from the Resident Manager. Your cooperation with the Ekolu Staff is appreciated.

The Board of Directors
February 2000

RULES RELATING TO APARTMENTS

I. Maintenance of Apartments

1. Each Owner of an apartment shall, at the Owner's expense, keep the apartment and all fixtures and equipment therein in appropriate order, condition and repair and do such painting and redecorating as may be necessary to maintain the good appearance and condition of the apartment.
2. An Owner desiring to remodel or make any alteration to or within an apartment or a limited common element appurtenant to an apartment must obtain prior written approval in accordance with the Wailea Ekolu Rules Relating to Alterations or Additions, below.
3. The Owner must promptly replace any defective or unreasonably noisy fixture or appliance. In the event of failure to do so, the Association is authorized to disconnect, repair and/or replace the fixture or appliance at the Owner's expense.

II. Use of Apartments

1. The names, residence and business addresses, and phone numbers of all Owners shall be given to the Resident Manager. This information shall be given at the time of purchase and will be kept current. A contact on Maui for emergencies should be provided in writing to the Resident Manager.
2. Each Owner is responsible for the conduct of all occupants or users of his apartment, including family, guests, rental guests, agents, contractors and tenants occupying or using an apartment.
3. Apartments shall at all times be used only as permanent or temporary residences and shall not be used for other purposes. No apartment may be made the subject of a time-share plan or otherwise maintained as a time-

share unit. Rental of apartments, directly or through a professional Rental Agency is permitted by Ekolu only in compliance with the special Rules Relating to Non-Owner Use of Apartments as may be adopted from time to time by the Board of Directors.

4. No soliciting of goods, services, or religious activities shall be permitted. Advertisements, bills, posters, "for sale" and "open house" signs or other signs may not be posted on or about the premises or in a visible location by anyone, including Owners or occupants, except as authorized by the Board of Directors.
5. No person shall make, cause or permit any disturbing noises or do or permit anything that interferes with the rights, comforts, or convenience of other occupants regardless of the hour of the day. Quiet hours are between the hours of 10:00 p.m. and 8:00 a.m. daily. Ekolu personnel may perform quiet tasks beginning at 7:00 a.m.
6. No occupant shall store or permit to be brought on the property or into an apartment any flammable or explosive items potentially hazardous to life, limb, or property.
7. If a new front door lock is installed, or the existing lock altered by or on behalf of an Owner, a duplicate key shall be immediately delivered to the Resident Manager, which shall be used only to permit access by the Resident Manager as provided in the Bylaws. Changes in locks must be keyed to the Ekolu master key.
8. Nothing shall be allowed, done, or kept in any apartment which shall overload or otherwise detrimentally affect the floors, walls, or roof thereof or cause any increase in the ordinary insurance premium rates or the cancellation or invalidation of any insurance thereof maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made therein.
9. No person shall install any wiring or other device for appliances, machines, television antennas, or other equipment

from the exterior of any apartment that protrudes through the walls, windows, or roof thereof.

10. Shoes with metal spikes may not be worn on the property.
11. Owners or occupants are required to make requests on maintenance or landscape matters only to the Resident Manager, and not directly to Ekolu maintenance or landscape personnel.
12. Owners must give written or telephone permission before the Resident Manager's office will give keys to guests, renters, suppliers, maintenance services, realty agents or contractors, or open apartments for them. The Owner may notify the office by telephone, fax or e-mail.
13. Any damage to buildings, common fixtures, structures, or grounds caused by an occupant shall be the responsibility of the Owner. Owners are responsible for the damages caused by their guests or any of their occupants.

III. Lanais (Verandas)

1. Lanais may be furnished appropriately with typical lanai furnishings only, which include chairs, lounges, tables and decorative items, which shall be kept in an orderly fashion. Refrigerators, ladders, mops and brooms, and other articles not usually considered as typical lanai furniture will not be permitted on the lanais. Lanais cannot be used for storage areas for sports and/or play equipment, nor surplus cartons, boxes, or any type of excess belongings. Any furniture, plants, or other articles that in the opinion of the Board are unsightly shall be removed and kept from the lanais upon request by the Resident Manager.
2. All plants shall be placed in containers, so as to prevent the dripping of water or soil onto other apartments, lanais or common elements. Proper safety precautions must be taken so plants do not fall from lanais. Plants in hanging containers are not permitted without written approval of the Board of

Directors. Automatic watering devices may not be used.

3. No garments, rugs, towels, or other objects shall be hung from windows or draped over lanai or entry railings.
4. Dust, rubbish, litter, or water shall not be swept or thrown from any upper level lanais.
5. Barbecuing on lanais is permitted during the hours of 12:00 noon to 9:00 p.m. Only covered electric thermostat controlled units are to be used for barbecuing. Charcoal or other wood-fired grills are not allowed on Ekolu premises, except those at the special outdoor barbecue areas. Gas operated barbecue grills are not allowed on Ekolu premises.
6. No awnings, shades, blinds, jalousies or other device shall be installed or placed on lanais without the written permission of the Board of Directors, except that types and colors of blinds previously approved by the Board may be installed with the permission of the Resident Manager. Blinds must be maintained in good condition and shall be removed or replaced when in poor condition.
7. No rotary fan, exterior light fixture or other device shall be installed or placed on lanais without the written permission of the Board of Directors, unless the replacement lighting fixture is of a standard type pre-approved and recommended by the Board.

IV. Pets

1. No livestock, poultry, rabbits, or other animals whatsoever shall be allowed or kept in any part of Ekolu, except that no more than two cats, dogs and birds, in aggregate, may be kept by owners or occupants in their respective apartments without prior written approval from the Board. Dogs, cats or birds shall not be kept, bred, or used therein for commercial purposes. Dogs are not allowed on any common element except when carried or on a leash. Any pet causing a nuisance or unreasonable disturbance shall be

promptly removed upon demand issued by the Board.

2. Pet owners must immediately clean up after their animals and place such refuse into plastic bags and then into the trash dumpster. The landscape personnel are not responsible for clean up of this type.
3. All pets, regardless of type, must be registered with the Resident Manager.

V. Rubbish and Garbage Removal

1. All garbage, trash and other refuse shall be securely wrapped, preferably in plastic bags, securely fastened, and shall be deposited in the trash dumpsters located by each building, where it will be removed by personnel under the direction of the Resident Manager.
2. To assist in Maui's environmental programs, deposit aluminum cans in the special receptacles provided in the designated trash areas.

RULES RELATING TO COMMON AREAS

I. Use of Common Areas

1. Ball playing, skateboard riding, roller-skating, roller blade skating, kite flying or similar and related activities are not permitted in the common areas, including paths, roads and parking areas. There shall be no loitering or playing on the stairways, paths, roads, parking areas, or landscaped areas.
2. Sports, such as football, baseball, basketball, volleyball, or golf, shall not be played in any common area.
3. Business, commercial, political or religious activities are not permitted on or in the common elements of Ekolu.
4. Equipment or personal belongings shall not be placed or stored on the walkways, grounds or other common areas. Lanai furniture temporarily placed on common areas must be returned to lanais when not in use and by dusk each day.
5. Clotheslines or other similar objects shall not be hung in any outside areas.
6. Entrance areas to all apartments shall be maintained in a clean and uncluttered fashion free from debris or any stored material or equipment.

II. Automobiles and Parking Areas

1. Speed within the complex shall not exceed fifteen (15) miles per hour.
2. Each apartment is entitled to one parking stall only. Under no circumstances shall there be more than two (2) vehicles for each apartment on the property at any one time. The second vehicle will be allowed only upon prior written approval by the Board of Directors and subject to such conditions as the Board, in its sole discretion, may impose from time to time.
3. All vehicles parked on the property must be registered with the Resident

Manager. All vehicles must be currently licensed and operable.

4. Parking stalls may not be used for storage of anything except private vehicles. Boats, trailers, trucks (except pick-ups) are not allowed in any parking stalls. No vehicles bearing commercial insignias or names shall be parked on the property, unless such vehicle is temporarily parked for delivery or service purposes. Parking on Ekolu streets is prohibited.
5. Owners may store one vehicle on the property when they are absent provided their apartment is not occupied. Stored vehicles must be registered with the Resident Manager and parked in designated areas as directed by the Resident Manager. All stored vehicles must be licensed and operable and a set of keys left with the Resident Manager.
6. Stored vehicles may be moved to other storage areas on the property at the discretion of the Resident Manager to accommodate occupancy patterns.
7. Car covers must have a license number visibly displayed. All car covers must be maintained in good condition or the Resident Manager, who will then inform the owner, will remove them. As of September 1, 2003, any new car cover must also be of a neutral color such as beige, gray, etc. Owners must supply the Resident Manager with a key to car cover if needed. *(Amended 7/29/03)*
8. Parking areas shall not be used for any mechanical work on vehicles, except in cases of an emergency.
9. Only currently operable, properly licensed and registered motorcycles and motorized scooters that when operated do not violate any applicable County ordinances shall be allowed in Ekolu. No dune buggies or similar all-terrain vehicles shall be permitted to be operated on the property.
10. Owners of all motor vehicles are required to operate them within the project at a sound level that does not constitute a noise nuisance to other

occupants and to insure a tranquil environment.

11. Bicycles shall be operated only on the paved streets—never on the pathways or other common areas. Bicycles must be stored inside an apartment.
12. Vehicles shall not be washed in such a manner as to constitute a nuisance to one's neighbors. Car washing shall be restricted to the three designated areas—in front of buildings 6, 9, and 15—where faucets and drains are convenient. Occupants should provide their own hose.
13. The expected arrival of large delivery trucks, moving vans, etc. must, in advance, be scheduled with and approved by the Resident Manager.

III. Landscaping

1. Proposed changes in the landscaping shall be submitted to the Resident Manager, in writing. The request will be considered with those rules and procedures established by the Board for alterations or additions to apartments or buildings at Ekolu.
2. Owners or occupants are required to make requests on landscape matters, in writing, to the Resident Manager, and not directly to Ekolu landscape personnel.

IV. Use of Pavillion

1. Furniture, furnishings, and equipment in the Pavillion have been provided for the comfort and convenience of all residents and shall not be altered, extended, removed or transferred to other areas or to any apartment.
2. Wet swimming attire is not permitted in the Pavillion.
3. An Owner, rental guest or tenant may reserve the Pavillion area for a personal social function at which the Owner, rental guest or tenant must be present at all times. The scheduling of reservations for the Pavillion will be handled by the Resident Manager

subject to intervention by the Board where conflicts between owner use and necessary use by Ekolu arise. Reservations by an Owner, rental guest or tenant for use by or on behalf of a community association, organization or group must have advance approval by the Board of Directors. Only non-commercial uses of the Pavillion are permitted at Ekolu.

4. At least one week in advance, the Owner, rental guest or tenant reserving the area shall sign a damage responsibility form and make a \$100 refundable cleaning and repair deposit with the Resident Manager.
5. Immediately following the function.
 - a. All furniture will be re-arranged according to a diagram supplied by the Resident Manager;
 - b. All food and beverages shall be removed and the refrigerator, microwave, oven and range cleaned;
 - c. Tables and countertops will be wiped and cleaned;
 - d. The Pavillion floors will be swept;
 - e. Area around the pavilion and barbecue area will be cleaned, as necessary;
 - f. All debris shall be removed from the Ekolu premises;
 - g. Any decorations will be removed;
 - h. Any rental equipment (tables, chairs, etc.) may be stacked and placed out of the way immediately following the function and shall be removed from Ekolu premises the following morning;
 - i. If any of the above (items a. through h.) are not accomplished, the Resident Manager is authorized to arrange for these services to be performed, using the cleaning and repair deposit, and if necessary to pass on any additional expense to the appropriate Owner, rental guest or tenant.

V. Swimming Pools

1. Pools are exclusively for the use of Ekolu owners and owner's guests, rental guests and tenants, except that water aerobics classes are available only to owners, rental guests and tenants.
2. Pool hours are from 8:00 a.m. to 9:00 p.m. The pools may be closed during cleaning or while maintenance work is in progress.
3. Admittance to the pools and pool hours will be regulated at the discretion of the Board.
4. A separate key unlocks the pool gates, which must be securely closed and locked after entering or exiting.
5. No glassware or other breakable items are permitted within the fenced area of the pools.
6. Running, playing of games such as "Marco Polo", or excessive noise in or around the pools is not permitted. No "horse play" is allowed in the pools or surrounding areas.
7. Children shall be properly supervised at all times by their parents or a responsible adult for safety reasons.
8. Children in diapers or children that are not toilet trained are not allowed in the pools unless appropriate "swim suit diapers" are used.
9. The following State Rule must be observed at all times:

"All persons known or suspected of being afflicted with an infectious disease, suffering from a cough, cold, or sores, or wearing bands or bandages, shall be excluded from bathing in the pools or showering."
10. Rafts, scuba equipment, inner tubes, air mattresses, boogie boards, swimming fins, balls, Frisbees, or other inappropriate articles shall not be allowed in the pools. However, small children may use small tubes, water wings, or similar devices for safety purposes if accompanied by an adult.
11. It is requested that everyone shower before entering the pools to remove suntan oils, ointments, sand, salt, etc. Hairpins must also be removed before entering the water.
12. Swimming is not allowed in other than proper swimming apparel. Cut-off blue jeans, etc. are not allowed.
13. Battery-powered radios are permitted at poolside only if the sound level does not disturb others at the pool or in adjacent buildings. Use of earphones is recommended.
14. Pool furniture shall be covered with towels when bathers are using suntan lotions, oils, or ointments. Pool furniture and equipment shall not be removed from the pool area.
15. The Board has approved a water aerobics class providing all of the following conditions are met:
 - a. The only participants present and/or exercising must be Owners, rental guests or tenants of Ekolu;
 - b. An Owner must be responsible for directing the class and assure that all the conditions are met;
 - c. The class may use the upper pool, for a maximum of one (1) hour, at a time and day of the week approved by the Board of Directors;
 - d. Each participant must provide the Resident Manager's office with a signed Hold Harmless form in advance of participation in the class;
 - e. The instructor must provide the Resident Manager, in advance, with the instructor's valid insurance liability certificate, certifying such levels as the Board may, in its discretion, deem from time to time to be required, and naming Wailea Ekolu AOAO as an additional insured;

- f. The noise level must be kept low at all times so as not to disturb occupants of apartments near the upper pool;
- g. Only battery-powered equipment may be used during the class.

RULES RELATING TO NON-OWNER USE OF APARTMENTS

1. "Owner" as used in these Rules shall mean the person or entities recorded as title holders to any apartment; provided that where a corporation, partnership or other business entity is the title holder of record, those persons holding equity interests in the title holder of record shall be deemed Owners.

"Resident Guest" as used in these Rules shall mean all persons residing or in residence in any apartment for any period of time when the Owner is not also in residence. All non-owner guests are assumed to be Resident Guests unless Owner notifies the Resident Manager's office in advance that they are non-paying family or non-paying guests.

2. These Rules govern the use of apartments by non-owners unaccompanied by an Owner. Any use of an apartment in violation of these Rules may be enforced by Ekolu by any means provided by these Rules, Ekolu's Bylaws or State laws.
3. An Owner utilizing the services of an agent authorized to control occupancy or use of the Owner's apartment shall provide the Resident Manager in writing with the name, address and phone number of that agent, as well as a detailed description of the scope of the agent's authority to act for or on behalf of the Owner.
4. No apartment may be made the subject of a time-share plan or otherwise maintained as a time-share unit.
5. Owner is responsible for and must deliver, fax or e-mail to the Ekolu Resident Manager's office each weekday before 2:00 p.m. a list of any arrivals or departures scheduled for the following day or weekend. The notice must include the names and addresses of each Resident Guest scheduled to stay in the apartment, any changes in apartment assignments, and arrival and departure dates of Resident Guests.
6. The Owner is responsible for and must deliver to the Owner's Resident Guest a copy of the Abridged Ekolu Rules & Regulations, procedures to be followed by Resident Guests in the case of an emergency, and such other information as may be required from time to time by the Board.

7. Owners are responsible for compliance by their Resident Guests with all Ekolu Rules applicable to occupancy and use of apartments, grounds and facilities at Ekolu. In the event a Resident Guest refuses to comply with any Rule, the Owner, or any designated agent of the Owner, will be notified of the Guest's rules violations and Owner shall be responsible for instructing the Resident Guest to abide by the Ekolu Rules. If the Resident Guest continues to violate Ekolu Rules, the Association may take such action as it deems appropriate, including the initiation of appropriate legal proceedings against the Owner and/or the Resident Guest.
8. An administration fee in an amount to be determined as reasonable by the Board of Directors, in its sole discretion, will be assessed for each period of occupancy by a Resident Guest.
9. The Owner is responsible for insuring that, within six (6) hours after the departure of Resident Guests from an apartment, all food and rubbish/trash left in the apartment is either removed or temporarily stored in the refrigerator or otherwise securely contained until the apartment is comprehensively cleaned and that there exists no condition within the apartment which is hazardous or which presents the potential for becoming or creating a nuisance potentially harmful to or disruptive of the quiet enjoyment of the apartment, any other apartment at Ekolu, or the common elements. In the event that any condition within an apartment is determined to be either hazardous or a nuisance, Ekolu may, in addition to any other remedies available to it, enter and abate the hazard or nuisance at Owner's sole expense, with that cost being assessed against the Owner as a cost of Ekolu maintenance.
10. Any damage to the common elements caused by a Resident Guest may be repaired or restored by the Association and the cost assessed to the Owner of the apartment in which the Resident Guest is staying or has stayed, again as a cost of maintenance incurred by Ekolu.
11. Dust, rubbish, litter, or water shall not be swept or thrown from any upper level lanai.
12. In the event that any condition arises which requires repairs to fixtures, appliances, doors, windows, or areas involving leaks or electrical problems, notice shall be given in writing to the Resident Manager's office within 24 hours of discovery of the condition.

Emergency repairs shall be completed immediately, however, no additions to or alterations of an apartment or landscaping shall be made without advance written approval of the Board of Directors.

13. Prospective Resident Guests wishing to view apartments or the Ekolu facilities must be accompanied at all times by the Owner or Owner's designated agent.
14. In the event an Owner changes the lock to any apartment, one new key shall be delivered immediately to the Ekolu Resident Manager's office. Changes in locks must be keyed to the Ekolu master key.
15. Please note that this section of the Rules, "Rules Relating to Non-Owner Use of Apartments", is intended to address matters uniquely arising from non-owner usage, but notice is hereby given that all Rules and Regulations of Ekolu apply to all occupancy and use of apartments and common elements of Ekolu by all persons at all times.

RULES RELATING TO SECURITY

1. Owners shall advise the Resident Manager's Office in advance of their estimated time of arrival in Ekolu. Owners shall also advise the Resident Manager's Office of the names and addresses, estimated time of arrival and length of stay of their family or guests who will be occupying the apartment in the Owner's absence.
2. Any vehicle, persons, or activity that seems a possible breach of security should be reported to the Resident Manager during the day or to Security at night.
3. Any occupant or user of Ekolu facilities, including individual apartments, shall cooperate with Security by providing names and addresses upon request.
4. Ekolu Security can be reached by telephoning 281-4315; Wallea Patrol can be reached at 874-3922.

RULES RELATING TO ALTERATIONS OR ADDITIONS

1. An Owner desiring to make any alterations or additions to or within an apartment or any building or structure of Wailea Ekolu must obtain, in advance of any work, written approval of the Board of Directors (Board) for all proposed work.
2. If any work undertaken in connection with any alteration or addition to any building, structure or other property at Ekolu has any potential to jeopardize the soundness or safety of the property, or reduce the value thereof, the approval of that percentage of Owners required by law, together with the consent of all of the Owners whose apartments or limited common elements appurtenant thereto are directly affected by the work, may be required.
3. No Owner shall make any addition or alteration in or to his Apartment that may affect the common elements or change the exterior appearance of the buildings, without the prior written consent of the Board. Uniformity of exterior appearance of the buildings and other facilities at Ekolu is important to maintaining the value of the properties within the Project, and is critical to reducing the cost of maintaining and repairing the common elements of Ekolu. This will be a significant factor considered by the Board in its consideration of any application for additions or alterations to buildings, structures or other property at Ekolu.
4. Owners may not paint or otherwise decorate the walls, railings, posts, floors, or ceilings of lanais; all exterior painting is the responsibility of the Association. The Board of Directors must approve the installation of blinds or replacement lighting fixtures on lanais unless they are of a standard type pre-approved and recommended by the Board.
5. Any changes in drapes or installation of window blinds are to be reviewed by the Board of Directors to assure the change meets the standard colors in Wailea Ekolu. Reflective materials are not permitted.
6. Installations of hard-finished tile or other hard surfaced materials in upper level apartments require an approved sound deadening underlayment. Prior approval by the Board of Directors of materials and methods of installation shall be required.

7. To initiate the approval process, the Owner must submit to the Resident Manager, the Wailea Ekolu Application for Alterations or Additions signed by the Owner (or Owners) of Record, describing the proposed work in such detail, including architectural drawings and/or sketches as the Board deems necessary for a clear definition and understanding of the structural and appearance aspects of the proposed work.

If the Owner will not at all times be immediately available to discuss matters pertaining to ongoing construction, the Owner must appoint an agent who will at all times during the project be available to do so with authority to act for the Owner, and who has been irrevocably instructed to immediately stop work on demand of the Board. The Owner shall execute a form for such appointment which will be supplied by the Resident Manager.

The Application and other related forms are available in the Resident Manager's office.

8. Before the work may be started, the Owner must designate in writing the contractor or contractors engaged to perform the work and must obtain all appropriate State and County building permits and approvals, along with any necessary stamped architectural or engineering drawings and submit copies to the Resident Manager. The Owner must also deliver a non-refundable construction monitoring fee and a refundable clean-up and damage deposit, both the fee and the deposit to be in amounts commensurate with the complexity of the work as determined by the Board, in its sole discretion.
9. The Contractor must agree in writing to comply with the Wailea Ekolu Rules Relating to Contractors and Rules Relating to Security. No work will commence or continue in the absence of this agreement to comply and in the event of any violation of the referenced rules, work shall cease immediately upon demand by the Board.
10. It is the Owner's responsibility to confer, schedule, and make all necessary arrangements for access to and through Ekolu grounds with the Resident Manager in advance of any Contractor's entering Ekolu grounds. The Resident Manager will confirm that an Application to do the work has been received and approved. If the work has not been approved, the Resident Manager will promptly advise the Owner, or any agent appointed by the Owner, and the Contractor that no work will

be permitted until the proposed work has been approved. It is understood that work undertaken without prior Board approval is subject to an action for its removal in accordance with the provisions of the Ekolu Bylaws.

with any additional clean-up expenses being assessed to the Owner.

11. Failure of the Board of Directors to act on an application for alteration shall not constitute approval of the application or the proposed work, under any circumstances.
12. The Board of Directors shall have the right to at any time monitor and inspect the work being performed by the Contractor. If the work involves alterations or installations not approved, or if the quality of work is deemed by the Board to be substandard, the Board may order the Owner, or Owner's agent, and the Contractor to cease all work until the matter at issue is resolved, without any liability to the Association, or its employees and agents, and Owner agrees that upon such order, Owner will cause all work to cease immediately.
13. All work not conforming to an approved plan shall be corrected or restored by Owner immediately and at the Owner's sole expense. Any additions or alterations made without prior approval may be removed by the Association, without liability, and the original condition restored, with the costs thereof being assessed to the Owner of the property.
14. When any addition or alteration approved and completed prior to December 16, 1999 needs replacement, the replacement must comply with then current Rules.
15. Work must begin within six (6) weeks and be completed within six (6) months from the date of approval, unless the Board has approved other scheduling in writing. It is recommended that work be performed during the low occupancy periods (May through October).
16. The Owner, upon completion of the work, shall immediately report the completion to the Board.
17. Upon completion, assuming the Board has determined all clean-up to be satisfactory, the clean-up deposit will be returned less the cost to repair any damage to Ekolu property. If the clean-up work is not satisfactorily completed, the Owner will have 48 hours to complete the clean-up work properly. If clean-up is not completed correctly, the Resident Manager will arrange for proper clean-up, applying the original deposit toward the cost of clean-up,
18. All work undertaken by or required of an Owner shall be at the Owner's expense.

RULES RELATING TO CONTRACTORS

1. All work to be performed by a Contractor must have received written approval from the Board of Directors. Contractor must contact the Resident Manager prior to starting any work to confirm on behalf of the Owner that the Owner has obtained all necessary approvals, presenting copies of same to the Resident Manager.
2. Contractor must notify the Resident Manager's Office, in advance, of the date and time of the contractor's planned arrival at Ekolu in order to eliminate delays in verifying that entry is authorized and to coordinate scheduling of work, events and traffic movement within Ekolu.
3. Contractor must supply the Resident Manager with a list of the names of all workers prior to commencing work.
4. The Board may require as a condition of approval, the use of:
 - a. Contractors duly licensed by the State of Hawaii;
 - b. A Performance and Completion Bond equal to or greater than the total cost of the work;
 - c. Proof that the contractor carries Worker's Compensation Insurance and Liability Insurance with a minimum coverage of \$1,000,000.
5. While the Board may require that other work be done only by licensed contractors, any alteration or addition that involves plumbing or electrical work must be performed by licensed contractors only. State and County permits and approvals, along with any necessary stamped architectural or engineering drawings, must be provided to the Resident Manager's office prior to the commencement of any work.
6. All construction debris shall be removed from Ekolu premises daily. Owner is responsible for the removal and the proper disposal of all debris from the work. No debris shall be placed in Ekolu trash removal containers or stored on the premises. No paints or liquids or other material shall be dumped into Ekolu drains. All hazardous material, including any flammable material must be removed from the apartment and Ekolu grounds at the end of each day's work.
7. If at any time during the course of the work, the Contractor is ordered to stop work by the Board of Directors, all work will cease immediately and will not resume without specific written authorization from the Board allowing resumption of work.
8. Contractors will observe the following rules during the work:
 - a. Work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Any work which may cause a disturbance to adjacent apartments must be confined to 9:00 a.m. to 4:30 p.m. Monday through Friday. All workers must leave Ekolu premises by 5:30 p.m. Work on weekends or holidays must be approved in advance, in writing, by the Resident Manager and such approval will only be granted when shown to be reasonably necessary.
 - b. Trucks larger than one ton are prohibited from entering Ekolu, except to make deliveries or other construction related activities as approved in advance by the Resident Manager. Depending on Ekolu's occupancy, contractors may be limited, in the Resident Manager's sole discretion, to no more than two vehicles on the premises at any one time. Resident Manager will assign the number and location of parking spaces allowed for Contractor's use.
 - c. No construction tools, equipment or materials may be stored within Ekolu premises, except those stored entirely within the Owner's apartment.
 - d. The contractor shall not shut off the water to the apartment or any building within which the apartment is located, except as previously approved and scheduled by the Resident Manager. Owner shall notify building occupants of shut-off time and duration, and Ekolu staff will execute the shut-off. The Owner is responsible for and will hold harmless, defend and indemnify the Association against all claims, including lost income or profits, brought against Ekolu or its employees or agents in connection with Owner's work.
 - e. All power equipment must be operated indoors, unless otherwise approved in writing by the Resident Manager and such

approval will only be granted when shown to be reasonably necessary.

- f. No cleanup of brushes or other tools or equipment is allowed on Ekolu premises. Contractor shall not clean brushes, buckets or other equipment, or tools, or dump materials or debris on the groundcover, on bushes or in sewer or storm drains. The Owner is responsible for and will hold harmless, defend and indemnify the Association against all claims, including lost income or profits, brought in connection with Owner's work.
- g. Owner is responsible for any damage to landscaping or groundcover resulting from or in connection with construction, and Owner will replace any damaged plants with plants of same kind and of similar maturity, all as directed by the Resident Manager and all at Owner's expense.
- h. No radio or music may be played outside the apartment. Radio, television and any music played inside the apartment must be kept at a level not to be heard outside the apartment or in adjacent apartments.
- i. The Pavilion kitchen facilities, as well as barbecues, pools, showers, and poolside restrooms are for Owners, renters and guests only, and no contractor or its employees or hires will use them at any time. Construction personnel may use the restroom facilities in the Pavilion building adjacent to the Resident Manager's office, only, and these facilities must be left clean and sanitary. No persons other than those actually engaged in authorized work are permitted on Ekolu grounds at any time.
- j. Drinking of alcoholic beverages or use of drugs on the job site or Ekolu premises is prohibited.
- k. The Board of Directors, through its Resident Manager, reserves the right to eject any worker who is determined by the Board to be engaging in activity that violates Ekolu Rules & Regulations.