

RULES AND REGULATIONS  
OF THE  
ASSOCIATION OF RESIDENTIAL APARTMENT OWNERS OF WAILEA TOWN CENTER  
(House Rules)  
(As Amended February 25, 2014)

The primary purpose of these Rules and Regulations (sometimes herein referred to as the "House Rules") is to protect all Owners, and their respective tenants, visitors and guests, from annoyance and nuisance caused by improper use of the apartments and Common Elements of the Wailea Town Center condominium project (the "Project"). The full authority and responsibility for enforcing these House Rules may be delegated to the Managing Agent by the Board of Directors ("Board") of the Association of Apartment Owners of the Project ("Association"). All Owners and their tenants, visitors and guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not; provide, however, that neither the Board nor the Managing Agent shall be responsible for any noncompliance or violation of these House Rules by said Owners, tenants, visitors or guests. These House Rules may be amended by the Board or the Association as provided in the Bylaws of the Association, and as provided herein at Section XV.

The Project is an upscale residential community providing many luxuries and amenities. The Association and Managing Agent of the Project are dedicated to assisting all Owners, tenants, visitors and guests in enjoying their Apartments to the fullest extent. The successful realization of this goal will largely be dependent on you. High standards have been established, that apply to all people who utilize the Project at all times. Your cooperation in adhering to these standards is essential to maintain the harmonious environment of the Project. The intent of these Rules and Regulations is to provide an outline of proper conduct and behavior while on the premises. If consideration for others and common sense are practiced by all who utilize the Project, we are sure that a friendly and pleasant atmosphere will result.

The terms used herein with initial capital letters shall have the meanings given to them in the Project Declaration, except as expressly otherwise provided herein. The use of any gender herein shall be deemed to include either or both genders, and the use of the singular shall be deemed to include the plural whenever the context so requires.

**I. OCCUPANCY**

**A. USE OF APARTMENTS.** All Apartments shall be occupied and used by the respective Owners thereof, their tenants, visitors and guests, only for those purposes that are consistent with, and appropriate to, a first-class resort destination, commercial operations, residential occupancy and transient vacation rental use, to the extent permitted under applicable law, are expressly permitted at the Project, subject, however, to the Declaration, Bylaws and these House Rules. The Apartments and the Common Elements may not be used for any other purpose without the prior written consent of the Board of Directors.

**B. PETS AND OTHER ANIMALS.** Only cats and small dogs under thirty (30) pounds will be allowed to be kept within the Project; provided, however, that notwithstanding this provision, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively, in their Apartments. Further, nothing herein or in the Bylaws shall hinder full

access to the Apartments and the Common Elements by persons with disabilities.

**C. EQUAL RIGHTS OF ALL OWNERS.** All persons who own an interest in an Apartment of the Project, and those who are tenants, visitors or guests of such Owners, shall have the equal right to use, occupy and enjoy their respective Apartments, and to utilize the Common Elements that are not also designated Limited Common Elements.

**D. OWNER INFORMATION.** The Owners must file their out-of-town address and telephone number, and the address and telephone number of the Management Company with the Board.

## **II. TEMPORARY OCCUPANCY**

**A. USE OF OWNER'S TENANTS, VISITORS AND GUESTS.** Subject to the terms of these House Rules, the Bylaws and the Declaration, an Owner may lease his Apartment, but the person or persons leasing, renting or occupying the Apartment shall abide by these House Rules, the Bylaws and the Declaration, and the Owner shall assume responsibility for the conduct of all occupants of his Apartment.

**B. CONDUCT OF OWNER'S TENANTS, VISITORS AND GUESTS.** An Owner shall be responsible for the conduct of such Owner's employees, contractors, agents, customers, lessees, tenants, visitors and guests, as appropriate, and shall, upon the request of the Board or the Managing Agent, immediately abate and remove, at said Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of said Owner's Apartment by such Owner's employees, contractors, agents, customers, lessees, tenants, visitors or guests to conform with the intent and meaning of the provisions of these House Rules, the Bylaws and the Declaration, said Owner shall, upon request of the Board or Managing Agent, immediately remove such employees, contractors, agents, customers, lessees, tenants, visitors or guests from the Project premises, without compensation for lost rentals or income, or any other damage resulting therefrom.

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

**A.** No loud talking, unnecessary noises or boisterous conduct is permitted at any time. This includes, but is not limited to, televisions, radios and/or other sound-emitting devices. Common courtesy shall be observed at all times. Consideration of your neighbors will enhance the enjoyment of the Project for all.

**B.** Owners will be responsible for any and all actions of their guests, lessees, contractors, employees, agents, customers, and any other person on the common areas of the Project by their instruction, invitation or permission.

**C.** Owners will be responsible for and bear all costs of repairs and/or replacement for any damage to the buildings, recreational facilities, equipment, or any other common area property, if it is determined that the damage was caused by the Owner, their guests, lessees, contractors, employees, agents customers, and any other person.

**D.** No Owner shall store or place anything in the common areas, lobbies, hallways or public areas. This includes, but is not limited to, floor or door mats at door entries, potted plants, signage, pictures, paintings or items of furniture; provided that an Owner of an Apartment with a Limited Common Element lanai or entry area will be permitted to decorate such area upon the Board's approval, in advance, at its sole discretion, any planned decoration; and provided that any

such plan shall not cause unsightliness at the Project, as determined by the Association or Managing Agent in its sole discretion.

E. No signs, symbols, door knockers or similar features and equipment shall be hung, installed, or attached to the door or entry area to the Apartment, which can be seen from any common area corridor or hallway.

F. Dusting, brushing or cleaning personal belongings in any common area is not allowed.

G. Outside antennas or signs may not be placed in the windows, on the balconies or lanais of any Apartment.

H. Owners may not borrow or remove any equipment or property belonging to the Association.

I. Proper attire must be worn whenever entering the common areas. Anyone going to and from the pool/spa area must wear a cover-up. Precautions should be taken to prevent water from dripping onto interior surfaces and floorings, including within the lobbies, library, fitness center or locker rooms, that may cause a slippery and dangerous condition.

J. Residents must not prop open any common area or Apartment door, or perimeter gates, at any time.

K. The roof area, related mechanical rooms, as well as the internal stairwells, are off limits for use by Owners, their tenants, visitors or guests, except in an emergency situation.

L. Skateboards, scooters, bicycles or rollerblades are not allowed in any of the common areas.

M. Unless growing in the ground within a Common Element or Limited Common Element of the Project, all plants shall be placed in containers so as to prevent the dripping of water or soil onto other Apartments or the Common Elements. All exterior visible plants or decorative pots are to be approved by the Board.

N. Nothing shall be thrown from windows or lanais, especially cigarettes and matches.

O. Garbage shall be disposed of only in areas provided therefore. Garbage containing food shall be thoroughly drained, placed in a plastic bag, and securely tied. Large trash items shall be taken to the large receptacles provided for this purpose. Cooking scraps and wet garbage (except bones and fibrous vegetables) should be disposed of by using the disposal in the kitchen sink. All other disposable items are to be securely wrapped into a compact bundle and placed in the trash chute located near each Penthouse entry lanai or in the receptacles provided with each Villas Apartment. Newspapers shall be bundled and placed in the trash chute. CAUTION: BE SURE CIGARETTES ARE EXTINGUISHED BEFORE YOU DISPOSE OF THEM DOWN THE CHUTE AND DO NOT BLOCK THE CHUTE WITH ITEMS TOO LARGE FOR THE CHUTE. Notify the management office or front desk of any oversized articles requiring removal.

P. No unsightliness within the public view is permitted on the Project premises. Any unsightly or disturbing items shall be removed upon the request of the Association or Managing Agent.

Q. No items of personal property, including, but not limited to, mopeds, bicycles, kayaks, canoes, racks, beach toys, beach chairs, or other items, shall be left or allowed in any of the Common Element

areas, except in Owner's garage. Articles of any kind left in any of the Common Elements will be removed at the Owner's or occupant's risk and expense at the direction of the Board or in the discretion of the Managing Agent.

R. Owners of Residential Units are prohibited from monitoring the limited common elements with security cameras.<sup>1</sup>

#### **IV. RECREATION AREAS**

The recreation areas, which are located in the common areas of the Project, consist of the lobbies, bathroom, swimming pool and spa area including barbeque facilities. Please note the following general rules:

A. The recreation areas are for the exclusive use of all Owners and their guests. Proper identification must be presented to management personnel upon request.

B. Proximity sensor card keys may be required for access into these areas, as appropriate.

C. Personal furniture, other than that provided by the Association, shall not be used in the recreation areas. Associated-provided furniture, accessories and equipment shall not be removed from those areas. Persons who use these recreation rooms and areas are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverage, and related debris and trash.

D. Running, horseplay, loud noises or activities are prohibited. Such activities may be subject to a fine levied by the Association.

E. All persons using the recreation areas do so at their own risk.

F. Additional rules may be posted in the recreation area from time to time by the Association, Managing Agent or resident manager, and Owners and their guests must conform therewith.

#### **V. POOL AND SPA HOURS ARE AS FOLLOWS.**

There is one (1) swimming pool and spa area. The following guidelines will apply to the pool and spa area, as appropriate:

A. **POOL AND SPA HOURS ARE AS FOLLOWS:** Daily from 7:00 a.m. to 9:00 p.m.

B. Children fourteen (14) years and younger must be accompanied at all times by a responsible adult.

C. The "buddy" system is recommended for all swimmers at all times. No one should swim alone.

D. The use of the pool is expressly limited to Owners, their tenants, visitors and guests. Each Apartment is limited to six (6) guests total, at any given time. At no time shall a group monopolize the facilities. Our community is for the quiet enjoyment of all Owners, their tenants, visitors and guests.

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<sup>1</sup> **Section III.R** - As amended by the Wailea Town Center Board of Directors on February 25, 2014

E. All gate latches, if any, will be latched closed at all times. Please do not leave such gates propped open. This is for the safety of all, especially children.

F. Absolutely no running, pushing, diving or horseplay around or in the pool areas will be permitted. This includes "dunking" activities. At no time shall there be any loud noises, disturbance or other activities that create a nuisance to Owners or their guests.

G. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool or spa without proper and effective diaper protection.

H. No person is to enter the pool or spa after application of any tanning or sunscreen preparation without first taking a shower. Please do not use suntan oil then enter the pool or spa without rinsing off first.

I. Misuse of the pool and patio furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool.

J. **NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREA.** Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in the pool and around the pool and spa areas is not allowed.

K. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, shall be used within the pool or spa area. Please make sure to turn off the gas valves if not in use, and keep these areas clean.

L. No pets are allowed in the pool and spa area at any time, except that visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, respectively, with them at the pool/spa area while utilizing such facilities.

M. Bicycles, skateboards, scooters, roller-skates, rollerblades, toys or other wheeled vehicles are not allowed in any of the common areas at any time.

N. Only persons dressed in standard swimwear are allowed in the pool or spa. Nudity or nude sunbathing in these areas will not be tolerated.

O. Climbing over the gates and fences in the pool area is prohibited.

P. Portable televisions and radios are not permitted unless used with headphones.

Q. No child fourteen (14) years of age or younger shall be allowed in the family pool and spa area unless accompanied by a parent or legal guardian. It is recommended that pregnant women, persons with heart problems, high blood pressure or diabetes refrain from using the spa for health reasons.

R. The Board of Directors reserves the right to deny use of the pool and spa area to anyone at any time.

S. The Associate is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool and spa facilities. The pool, spa and other adjacent recreation areas have no lifeguard on duty.

## **VI. ROADWAYS AND PARKING AREAS**

**A. OWNER PARKING.** Each Apartment has one (1) assigned parking space and one (1) private garage.

1. Your vehicle must display a Wailea Town Center parking pass on the left side of the dashboard or window, showing that your vehicle is registered with the Wailea Town Center management. Such parking pass must remain visible at all times.

2. Guests may not use another Apartment's parking spaces without permission of the Owner of such spaces. Owners must park in their assigned spaces.

3. Any cars parked in stalls assigned to other Owners will be towed away at the car owner's expense, unless permission is given by the Owner and a parking permit is displayed.

4. Please take heed when opening your car doors so you do not chip the paint off or otherwise damage your neighbor's car.

5. Storage of other personal items in the assigned parking space is not allowed.

6. No Owner or its Tenant will store his or her vehicle in its deeded/reserved parking lot stall at the Project for periods of time exceeding six (6) months when at such time Owner or Tenant is not physically in residence of the project, unless otherwise approved by the Board. Otherwise, all vehicle storage must occur in their private garage. In the event an emergency event requires relocation of vehicle, Owner acknowledges that vehicle may be towed at Owner's expense to accommodate such event. Vehicles stored at the Project in violation of this rule are subject to removal by the Association, and all costs incurred in connection with such removal, and any storage costs incurred will be charged to the violation Owner, and will, at the election of the Association, constitute a lien against the Owner's apartment.<sup>2</sup>

7. If the Apartment is rented, the Owner's stall will be made available to the renter.

**B. GUEST PARKING.** There are a limited number of guest parking spaces available within the Project. In order to best utilize these spaces for guests of Owners of the Project, the following rules shall be used as a guide:

1. Vehicles remaining in guest parking spaces for a period of time exceeding seven (7) days shall be subject to towing at the Owner's and/or guest's expense.

2. Parking is at the risk of the vehicle owner or person driving the vehicle. The Association, its agents, the Board, and the Managing Agent are held harmless, and are not liable for any damages and/or losses whatsoever related to vehicle at the Project.

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<sup>2</sup> **Section VI.A.6** - As amended by the Wailea Town Center Board of Directors on August 13, 2013

### **C. PARKING AREA ENFORCEMENT**

1. Violations of the parking regulations enumerated above shall be subject to the following:

**First Violation.** The on-site manager and/or other personnel will monitor the guest parking areas and place a removable red sticker on vehicles that do not have a valid temporary parking permit. The violation will be noted in the record and list the license number of the vehicle. If the car is not moved within twenty-four (24) hours, the car is subject to towing at car owner's expense and a fifty dollar (\$50.00) fine to the Owner responsible for the guest, if applicable.

**Second Violation.** The car is subject to towing at the car owner's expense, and the responsible Owner will also pay a fifty dollar (\$50.00) fine. NO WARNING WILL BE GIVEN.

2. The roadways and driveways of the Project must not be obstructed or used for any purpose other than ingress and egress. Obstructions, equipment, materials, pallets or other loading gear or machinery shall not be left in any parking area or Common Element so as to interfere with the normal flow of traffic or so as to create a nuisance to other Owners or occupants.

3. No cars, trucks or other vehicles may be parked or left unattended at any loading areas or in the driveways.

4. Each Owner shall be responsible to register his vehicle with the Managing Agent while staying at the Project.

5. When workmen are performing work on an Apartment or if any occupant orders deliveries of any kind, the Owner or occupant shall advise them to use a guest parking stall in the parking area or to park on the street.

6. Violators of parking regulations shall have their cars, trucks or other vehicles or gear towed away or removed at their expense. If the violator is an employee, agent, lessee, tenant, visitor or guest of an Owner, the Owner shall be held responsible for payment of the towing or removal charge.

7. The Board has the power to modify and/or waive parking area enforcement fines in its sole discretion.

### **VII. STORAGE AREAS**

No storage of property shall be permitted within any parking areas.

The Project has provided owner storage. Under no circumstances shall flammable or explosive items be placed in any storage locker. The Association is not responsible for any loss or damage to items placed in these personal garages. Storage in these garages is strictly at the Owner's sole risk.

A. Gas-powered machines, firearms, fuel tanks, explosives and/or flammable materials are prohibited, and shall not be stored inside the garage.

B. No flammable, combustible or explosive fluid, material, chemical or substance of any kind shall be stored in any garage.

### **VIII. NOISE AND NUISANCES.**

**A. GENERALLY.** Subject to the provisions of the Declaration, no nuisances shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the opinion of the Board or in violation of the Declaration, the Bylaws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other Owners or occupants. Owners are responsible at all times for the reasonable conduct of themselves, their employees, contractors, agents, customers, lessees, tenants, visitors and guests. Loud or boisterous conduct anywhere on the Project premises, including your Apartment, which disturbs the comfort and quiet enjoyment of others, is prohibited. In the event a neighbor or guest is causing a disturbance, the person being inconvenienced should telephone the security office at the time of the disturbance. If possible and when appropriate, however, an Owner should attempt to politely inform their neighbor of the disturbance and give the neighbor the opportunity to eliminate the disturbance.

**B. EXCESSIVE NOISE.** All Owners and occupants shall avoid excessive noise of any kind at any time and shall consider the quiet enjoyment of other Owners and occupants of the Project at all times. Excessive noise at any time should be reported to the Managing Agent who will take appropriate action. Should noise transmission create a disturbance or a nuisance, it is the responsibility of the Owner, not the Developer, the Association or the Managing Agent, to abate the noise transmission. Speakers and floor-supported musical instruments (i.e., pianos and organs) must be properly isolated from direct contact to floors and walls in order to minimize vibrations. In order to ensure the comfort of all Owners, radios, stereo and television sets, and any and all other such audio equipment generating noise in excess of forty (40) decibels should be turned down to a minimum volume so as not to disturb other occupants between the hours of 10:00 p.m. and 8:00 a.m. All other unnecessary or excessive noises between these hours should be avoided. Violations will be promptly referred to the Managing Agent for enforcement. Notwithstanding the provisions of this paragraph, the Developer shall have the rights provided for in Article IV, Section E. of the Declaration.

**C. OBJECTIONABLE ODORS.** Owners and occupants shall not cause or permit any disturbing or objectionable odors to emanate from their respective Apartments. These include, but are not limited to, cooking, cleaning, painting and smoking.

**D. ADVERTISING.** Advertising on the Project is prohibited without prior written consent of the Board.

**E. SOLICITATION.** There shall be no solicitation by any person anywhere within the Project of any cause, business enterprise, charity or purpose whatsoever, unless specifically authorized in writing by the Managing Agent, except that the Developer under the Declaration may engage in marketing the Apartments at the Project and will control the activities conducted in the Business Apartment.

**F. MACHINES AND EQUIPMENT.** All data processing, computer graphic arts and printing facilities, business machines and equipment, kitchen equipment and all other mechanical equipment installed and used in any Apartment shall be designed, installed, maintained and used by the Owner and any occupant of such Apartment at the expense of such Owner or occupant, so as to minimize insofar as possible, and, in any event, to reduce to a reasonably acceptable level, the transmission of noise, vibration, electric static, odors, and other objectionable transmissions from such Apartment to any other area of the buildings or Common Elements.

## **IX. REDECORATION OR ALTERATION**



Owners are encouraged to maintain the condition and the design of their Apartments. Please review the Association documents concerning contemplated improvements, which may require approvals. Please follow the steps as outlined therein.

Please see the following subsection A with respect to contractors, material and related service providers. It has been printed on a separate page to allow residents to copy and provide the same to the contractor.

**A. CONTRACTORS/SUB-CONTRACTORS.**

1. Two (2) complete sets of plans (blueprints) must be submitted to the Board for approval at least thirty (30) days in advance of the work to be done. The plans must be prepared by a Hawaiian licensed engineer or architect, showing any changes to the Apartment's structure as well as changes in plumbing, electrical or mechanical systems. All technical and engineering or architectural matters are the Owner's responsibility; the Association does not offer any technical advice nor warrant the suitability of the proposed improvements. In addition, the submittal must have samples of the flooring and sound attenuate materials that will be installed in the Apartment. When plans are approved, one set of plans will be returned to the Owner and the other set will be kept in the Association's files.

2. Review fees will be assessed if the scope of work requires the review by an architect or engineer hired by the Association, and additional charges may be incurred.

3. After approval of plans, building permits (if applicable) must be obtained from the County of Maui. Copies of the permits must be submitted to the Association prior to the start of construction and posted in the Apartment during the construction.

4. The Association requires a damage/performance deposit of two thousand dollars (\$2,000.00) paid in the form of a cashier's check, payable to the Association. The Association will hold this check until work is completed and inspected. Any damage to common areas or fines for non-compliance will be deducted from this deposit. If costs to the Association exceed the deposit amount, the Owner will be assessed for the difference. The Owner is responsible to notify the Association that the approved work is completed and to request the Association's inspection of it. If the Owner fully complies with Association rules and regulations and there is no damage to the common areas, the deposit will be fully refunded within fifteen (15) days of inspection by the Association.

5. All Association approvals for work must be in writing. Work that begins without written Association approval is one at Owner's risk, and is subject to fines, alteration and/or removal. All Association approved work must be completed within one (1) year of the original approval date, unless otherwise extended in writing by the Board.

6. If your submittal has been disapproved, it can be resubmitted for review if changes are made so that it conforms to Association architectural guidelines, if any. If you feel the plans do conform to the guidelines, you may request reconsideration by the Board.

7. Any damage caused to common areas or adjacent Apartments by the improvement is the Owner's responsibility. Any damage must be reported immediately to the Association along with a schedule of repairs. If the damage is not repaired in a timely manner, the

Association will make the repairs and charge the Owner. The Owner will be held liable for the actions of his/her contractors and/or workmen.

8. The Association will inspect the work to insure compliance with approved plans before releasing any damage/performance deposits. The Owner agrees to allow the inspection.

9. All work must be done inside the Apartment. Workmen cannot set up equipment in hallways, lobbies or garages. Equipment and materials cannot be stored overnight in hallways or lobbies (storage in garages may be arranged). Everything must be stored inside the Apartment or taken off-site each evening.

10. All finished floor areas of the common areas are to be protected with carpet runners. The protective coverings must be removed and the floor cleaned by 5:00 p.m. each day. If this is not done, the Owner is subject to a one hundred dollar (\$100.00) fine per violation, plus the cost of cleaning.

11. The elevator must be padded at all times during construction/remodeling. Working without pads will result in a two hundred dollar (\$200.00) fine per occurrence.

12. All trash and debris must be carried off-site on a daily basis by your contractors. The trash chutes inside the building cannot be used for disposing of debris. There will be a two hundred dollar (\$200.00) fine per violation.

13. Working hours are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. There will be a one hundred dollar (\$100.00) per hour fine if work continues past 5:00 p.m. No work is allowed on Saturday or Sunday or on the following holidays: Christmas Day, New Year's Day, Labor Day, Memorial Day, Thanksgiving, Fourth of July, Passover, Rosh Hashanah, Yom Kippur, Easter or Chanukah. Alterations and all other work on Apartments must be done after Easter and before Thanksgiving, unless the Board, in its discretion, permits work to occur on other days. A violation of this restriction may subject the violator and/or the Owner to a fine of \$1,000 per day.

14. Contractors may have to park vehicles off the premises if arrangements cannot be made on the premises. Double-parking or obstructing of driveways or walkways will not be permitted.

15. Owners agree to hold the Association harmless against liability for (a) injury to, death of, or damage to the property of third persons to the extent caused by the Owner, general contractor, designer or any of their agents or employees, and (b) liens on the common expense fund or any Association property arising out of or resulting from the work.

16. Workers are not allowed to bring their pets on site and will be denied entry if they have a pet with them. Workers are also prohibited from creating nuisance noise unrelated to the construction work. Workers are also prohibited from eating meals or taking breaks on the grounds in the common areas. Such violations will be subject to a one hundred dollar (\$100.00) fine per violation.

17. The Owner may select any general contractor he chooses or act as the general contractor himself and hire sub-contractors. All third party contractors and sub-contractors must be licensed in the State of Hawaii and must have adequate worker's compensation insurance, general liability and property damage insurance. Certificates of insurance for all required coverage must be presented to the Managing Agent, and no work will be allowed until the certificates are submitted.

The Association and the Managing Agent must be named as additional insureds on the certificates of insurance.

18. The Association has the right to stop any work that is in violation of these regulations, creating a fire or safety hazard, or interfering with activities in common areas.

19. Contractors must use their own equipment. No equipment or tools that are the property of Association are to be used at any time.

20. Work and preparation must be done in order to contain dust, dirt, noise and paint fumes. Failure to keep the door closed will result in a one hundred dollar (\$100.00) fine per occurrence. Prior arrangements shall be made in order to cover and protect smoke detectors located in the common area corridors adjacent to the Apartment.

21. If the Apartment's fire monitoring system is disconnected for any reason (shut-off of sprinkler system is included), Owner must post a twenty-four (24) hour/day fire watch. This must be a security employee of the Association or Managing Agent, and Owner must pay all expenses (including overtime) when using the employee. Contact the Managing Agent for current rates.

22. If the Association is forced to employ an attorney to ensure compliance or collect fines, the Owner shall be liable for those attorney's fees and any related expenses in addition to all fines and/or any other costs to the Association.

23. All workers must wear shoes, pants or shorts, and shirts, at all times.

24. All workers must check in with the security guard upon arriving and leaving.

25. Any workers needing the exclusive use of an elevator must make reservations at least twenty-four (24) hours in advance with the Managing Agent.

26. No workers may use power from the common areas of the Project.

27. All loading and unloading from vehicles must be directed through the entrance as instructed by the security guard or other management personnel.

#### **X. SALES AND REAL ESTATE BROKER/AGENT RULES**

**A. PROCEDURE.** In the event that an Owner offers an Apartment for sale, the Owner shall notify the Association that Owner is selling the Apartment. Owner shall instruct broker/agent to contact the Association for a copy of these Broker/Agent Rules (such form may be faxed directly to the on-site property management office).

**B. ESCROW.** Owner or Listing Broker/Agent shall notify the Association when Apartments are in escrow.

**C. OPEN HOUSE.** There shall be no open houses or lock boxes. No open house signs, flags or banners shall be displayed on any Apartment and/or in the common areas of the Project, other than as may be conducted in the Business Apartment.

#### **XI. BUILDING MODIFICATIONS.**

**A. STRUCTURAL CHANGES.** Structural changes either within or without an Apartment shall only be made in the manner provided in the Declaration or Bylaws.

**B. SIGNS.** No Owner will erect, affix or place any signs, electrical or otherwise, nor post or suffer to be posed any handbills or other advertising matter, in front of or on the Common Elements, or that shall be visible from any point outside of said Owner's Apartment except in accordance with the Declaration, Bylaws, these House Rules and/or other determinations of the Managing Agent. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings except with the prior written approval of the Managing Agent. The Managing Agent shall have the right to consult with a design professional prior to making its decision and the cost thereof shall be borne by the Owner or Owner's lessee or tenant requesting the sign, signal or lettering.

**C. PREVENTATIVE REPAIR AND MAINTENANCE.** Every Owner of an Apartment shall, from time to time and at all times, perform promptly all repair, maintenance and alteration work within such Owner's 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 such Owner's failure to do so.

**D. REPAIRS OF INTERNAL INSTALLATIONS.** All repairs of internal installations within each Apartment such as water, light, gas, power, plumbing, telephone, doors, lamps and all other fixtures and accessories belonging to such Apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, of such Apartment, shall be the responsibility, of, and performed at the expense of, each Owner as set forth in the Declaration and Bylaws.

**E. OVERLOADING STRUCTURE.** Nothing shall be allowed, done, or kept in any Apartment or Common Element which will overload or impair the floors, walls or ceilings of any structure within the Project, 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 offense activity or nuisance be made or suffered thereon.

**F. INSTALLATION OF EQUIPMENT.** No Owner or occupant, except as otherwise permitted by the Managing Agent, shall install any wiring or other device for electrical or telephone installations, television, radio, antenna, machines, satellite dishes or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or ceilings thereof.

**G. EXTERNAL ADDITIONS.** No awnings or other projections shall be attached to the outside of any building or the exterior portion of any door without the prior written consent of the Managing Agent.

**H. EXTERNAL APPEARANCE.** The exterior of the Project shall not be painted, decorated or modified by an Owner in any manner without prior written consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Managing Agent on behalf of the Association. No awnings, window guards, light reflective materials, hurricane, or storm shutters, ventilator, fans, or air conditioning devices shall be used in or about the Project, except as shall have been approved by the Association in writing, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Managing Agent on behalf of the Association. Any costs incurred due to damages resulting from exterior additions, whether authorized or unauthorized, shall be paid by the Owner.

**I. ROOF.** Owners are not permitted on the roof of any building within the Project for any purpose without the express approval of the Board or Managing Agent.

**XII. EMPLOYEES OF THE ASSOCIATION.**

**A. MANAGING AGENT.** The Board shall have the authority to hire the Managing Agent for the management of the Association; provided, however, that the Developer may hire the first Managing Agent.

**B. LIMITATION ON DUTIES.** Maintenance employees of the Association are under the sole direction of the Managing Agent; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any occupant, unless arrangements therefore have been made with the Managing Agent.

**XIII. HAZARDS.**

**A. FLAMMABLE MATERIAL.** Unless the Board gives advance written consent in each and every instance, Owner or 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 articles deemed extra hazardous to life, limb or property; provided that this rule shall not prohibit the maintenance of gasoline in gas tanks of vehicles upon the Project premises or the temporary storage of flammable fluids in suitable containers that are needed for the normal operation of a first-class resort facility.

**B. EXPLOSIVES.** The use of fire crackers and the explosion of any fireworks or other explosives anywhere on the Project premises, including within any Apartment, is expressly prohibited unless expressly authorized by the Board.

**C. VIOLATION OF LAW.** No activity shall be engaged in and no substance introduced into or manufactured within the Project that might result in violation of the law.

**D. CANCELLATION OF INSURANCE.** No activity shall be engaged in and no substance shall be introduced into or manufactured within the Project that might result in the cancellation of insurance or increase in the insurance rate on the Project (unless in case of such increase, the Apartment Owner or occupant responsible for such increase shall pay the same).

**E. SPEEDING.** Speeding will not be permitted on the Project premises. Appropriate action will be taken by the Managing Agent pursuant to the letter of the law.

**F. SPILLAGE.** Spillage shall be cleaned immediately so as to prevent encroachment upon the Common Elements or any Apartment or harm to persons.

**G. WASTE MATERIALS; COLLECTION POND.** Waste fluids or materials shall be properly discarded in suitable containers or by recycling services or as recommended by the manufacturer. Dumping in plumbing or storm drain lines or in the surrounding landscaping is prohibited.

**H. COMPLIANCE WITH ALL LAWS.** Each Owner, his employees, agents, customers, lessees, tenants, visitors and guests, as appropriate, shall at all times observe and maintain all laws, ordinances, rules and

regulations now and hereafter made by the governmental authority, the Association or the Board applicable to the use of the Project.

**I. COOPERATION.** All Owners and occupants shall cooperate with the reasonable requests of the Managing Agent with respect to matters of conduct in and about the Project.

#### **XIV. GENERAL RULES**

**A. FACILITIES.** The recreational and other facilities, if any, which are a part of the Common Elements, are for the exclusive use of the Owners, Owner's lessees, occupants, tenants, visitors or guests accompanied by an Owner, unless otherwise provided that such use shall not be exclusive.

**B. DELIVERIES AND SERVICE AREA.** Only hand trucks equipped with rubber tires and slide guards will be permitted in the buildings of the Project. All deliveries shall only be brought through areas designed by the Managing Agent. All persons making deliveries to any Owner or occupant shall sign a delivery log in the office of the Managing Agent, or any other place designed by the Managing Agent.

**C. HEAVY ITEMS.** All transportation of freight, packages or bulking matter of any description must take place only during hours designed by the Board or the Managing Agent and then only with prior notice to and approval by the Managing Agent. The Board or the Managing Agent shall have the right to prescribe the location of heavy objects and if considered necessary, the means to distribute the weight thereof (to no more than fifty (50) pounds per square foot unless written approval is granted by the Managing Agent). All costs incurred will be charged to the Owner or occupant. Any damage to the Project caused by any such Owner or occupant or its contractor, delivery or moving service will be repaired at such Owner's or occupant's expense.

**D. COMMON AREA FURNITURE.** Furniture placed in the Common Elements by the Board or the Managing Agent or in the Limited Common Elements appurtenant to the Manger's Apartment by the Owner of said Apartment shall be used in those specific areas and may not be moved therefrom.

**E. ACCESS.** The Managing Agent is not required to give access to Apartments or buildings without the written permission of a responsible Owner.

**F. OBSERVANCE AND PERFORMANCE OF HOUSE RULES.** Each Owner and occupant shall observe and perform these House Rules and ensure that its employees, agents, customers, lessees, tenants, visitors, licensees, guests and invitees also observe and perform these House Rules. Owners and occupants will be responsible for their employees', agents', customers', lessees', tenants', visitors', licensees', guests' or invitees' observance of all House Rules as set forth herein. In the event expense are incurred due to violations of these House Rules by employees, agents, customers, lessees, tenants, visitors, guests or licensees of an Owner or occupant, said Owner or occupant shall be responsible for payment of the same, including reasonable attorneys' fees and costs.

**G. WATER FACILITIES.** Toilets, sinks and other water apparatus in the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings garbage or other articles be thrown into them. Any damage resulting from misuse of any toilets, sinks or other water apparatus in an Apartment shall be

repaired and paid for by the Owner of such Apartment as set forth in the Bylaws.

**H. WINDOWS.** To enhance the beauty of the building, curtains, drapes, shutters, blinds, and other windows materials subject to view from the exterior shall be restricted as to the color of the side exposed to the exterior. Only window coverings and materials which have a white, off-white or beige color and tone are allowed and approved. Aluminum foils or other reflective materials, bed sheets, papers, and the like may not be applied to windows, at any time. No exterior screens are permitted except for sliding glass doors with approved screen doors as set forth in the design guidelines that may be adopted by the Board. The Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other windows materials must be kept in good condition. The Association can compel the Owners of an Apartment to replace shabby and torn materials exposed to the exterior. Additionally, all Owners must clean or have cleaned on a monthly basis, those windows that are accessible from their Apartments or lanais or balconies.

**I. LANAIS, BALCONIES AND WINDOW LEDGES.**

1. Please refer to the Association documents with respect to these areas.

2. Sunshades, awnings or screens may not be used on the Apartment exterior windows or over balconies or lanais of the Apartment. Rugs, towels, mops or clothing shall not be draped over balconies or lanais. No permanent rug or carpeting is allowed on or shall be attached to these balcony or lanai areas.

3. The care and maintenance of the balcony decking area and balcony railings is the responsibility of the each individual Owner. Care must be taken to prevent irrigation and cleaning water, detergents and other fluids from running and dripping over the edges of the balcony or lanai area onto the balconies or lanais below. Each Owner should assume that potted plants have appropriate catch canisters underneath them.

4. Children must be monitored while on balcony or lanai areas, and must not be allowed to climb or stand on the railings.

5. The lanais of the Apartments shall be used as an outdoor living area, containing lanai furniture, potted plants and other similar outdoor furnishings, that comply with the standards governing the appearance of such items (including without limitations, size, materials, color and fabric). The lanais shall not be used for storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, bicycles, toys, beach equipment, cleaning utensils and supplies or other household items. The lanais shall be maintained in clean, neat and sanitary condition at all times, and nothing shall be placed on the balconies or lanais so as to render them unsightly or offensive to the other Owners or to any other property in the vicinity of the Project or its occupants, including but not limited to draping any items over balcony railings.

6. A design standard for lanai surfaces will be established by the Board.

**XV. VIOLATIONS OF THESE HOUSE RULES.**

**A. REPORTING VIOLATIONS AND DAMAGES.**

1. Whenever possible, violations of these House Rules should be reported to the Managing Agent. The Managing Agent will keep the identity of the complainant confidential.

2. All corrective actions regarding violations of the House Rules and damages to the Common Elements will be enforced by the Board or the Managing Agent, and should be reported promptly to the Managing Agent or the Board.

3. Damage to Common Elements shall be surveyed by the Board or the Managing Agent, 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 damage caused directly or indirectly by their guests.

B. The Violation Of Any House Rules Adopted By The Association Shall Give The Board Of Directors Or Its Agents The Right To:

1. 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 Owner or occupant, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the Managing Agent shall not hereby be deemed liable for any damages or guilty in any manner of trespass, provided, however, that judicial proceedings must first be instituted before any items of construction can be altered or demolished, and/or

2. 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 and costs, shall be borne by the defaulting Owner or occupant, and or

3. Levy fines, in the discretion of the Board.

#### **XVI. COMPLIANCE WITH WAILEA TOWN CENTER ASSOCIATION DOCUMENTS.**

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Wailea Community Association Amended and Restated Declaration of Covenants and Restrictions, as amended from time to time, and any bylaws, rules or regulations promulgated thereunder (the "Master Documents"), and in the event of any conflict between these House Rules and the Master Documents, the Master Documents shall govern and the board shall make such changes to these House Rules as necessary from time to time to comply with the Master Documents.

#### **XVII. AMENDMENTS**

Prior to the election of the first Board, LAI HONUA LLC (the "Developer") may amend these House Rules in any manner without the Joinder, consent or approval of any other party. Upon election of the first Board and at all times thereafter, these House Rules may be amended by the vote of a majority of those Directors present at a duly called meeting at which a quorum of Directors is present, and shall become effective when published to all apartment Owners.