

**ASSOCIATION OF APARTMENT OWNERS OF
MAUI SANDS I
LAHAINA, MAUI, HAWAII**

HOUSE RULES

(Amended April 2014)

These "House Rules" represent the rules for owners, residents, employees, guests and visitors of Maui Sands. They supplement, but do not change, the obligations of owners and tenants contained in official documents pertaining to the condominium. They apply specifically to owners/residents, their tenants and agents as well as to members of their families and guests / visitors, and shall be enforced by the Board of Directors, Managing Agent and Resident Manager. Owners and tenants are responsible for the acts of their renters, guests and visitors.

These rules serve as a guide for consideration to others, and to the application of common sense so as to create a friendly, pleasant, uniform, and congenial atmosphere.

SECTION A RULES PERTAINING TO APARTMENTS

A-1. **No** awning, venetian blinds, window guards or radio or television devices shall be attached to, or hung from, or protrude through the walls, windows, exterior of buildings or lanais, or roof thereof, unless approved in writing by the Board, and no notice, advertisement, bill, poster, illumination or other sign of any nature shall be inscribed or posted on or about the project, (although not visible outside of the project), except, such as shall have been approved in writing by the Board of Directors or Resident Manager, which approval may be granted or refused at the sole discretion of the Board of Directors, nor shall anything be projected from any windows of the buildings without similar approval. Any air conditioning units installed must be contained entirely within the interior of a unit or on the lanai of said unit in a location as approved by the Board, and not able to be seen (or heard during quiet hours) from the exterior of the apartment (see Section A-19). Real Estate "For Sale" signs will not be permitted on or around the property, except a single sign at the main entrance designating unit "Open Houses" may be posted with the permission of the Resident Manager during hours of "Open House" (9:00 a.m.-5:00 p.m.) with unit # clearly designated on the open house sign.

No unsightliness within the public view is permitted on the premises. For this purpose, "unsightliness" indicates but is not limited to the following: items hung in windows and doorways; laundry on lines, reels, grass, trees, railings and/or lanai ceilings, rafters, or supports; litter, trash containers, except as specially provided; inappropriate broken, scarred or offensively ugly furniture or plants on lanais (see section A-8 regarding plants) or elsewhere on the premises; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, suitcases, barrels, ice chests, bicycles, fishing and/or boating equipment, etc., stored or stowed in or on walks, entryways, balconies, lanais, stairways, etc.; or unshaded lights that create objectionable glare. Not more than four surfboards and / or boogie boards may be hung on approved racks from lanai ceilings. Permission must be obtained from Resident Manager prior to installation.

No modification of the exterior surfaces of any building, including on lanai areas, shall be performed by any person, owner, tenant or their agents or guests. Only approved paint and paint colors designated by the AOA and monitored by the Resident Manager shall be applied to any surface. The shared concrete masonry units (CMU) block wall dividing lanai spaces may be resurfaced with prior Board approval. Only specified products and techniques may be utilized to ensure conformity and correct application. Detailed plans and product specifications must be delivered to and approved by the Board in writing prior to any work. For purposes of this section, the unit 5A shall be the example for planning purposes and final product must substantially resemble the example in quality, color and texture.

A-2. **Apartment Maintenance.** The repair and maintenance of apartment interiors is the responsibility of the individual owners.

Window coverings visible from the outside must be drapes or custom vertical or horizontal blinds (vertical and horizontal blinds must be secured so as not to make noise due to wind, etc.). The side visible to the outside, no matter what kind of window treatment, must be white **or neutral in color**. White drapery lining or white "blackout" type drapery fabric is acceptable. No other materials or types of window coverings may be used without advanced approval in writing from the Board. Paper, foil, paint on windows, or cloth simply stretched across windows is not acceptable window treatment.

An approved opaque white window film treatment may be applied to inside of the fixed bedroom windows for security and privacy. The film shall be white and may have a non-offensive tropical or similar pattern or design. No words, phrases or other images are permitted. For purposes of this section, the unit 2B shall be the example for planning purposes and final product must substantially resemble the example in quality, color and texture.

The windows shall be consistent with the original design. An approved "solid door / security screen door" may be installed on the front entry door with prior approval of the Resident Manager. The solid door must be smooth faced and painted the approved colors. After research by the Board, only one type of security screen door is authorized:

"Tru-Frame Security Door- Anodized aluminum frame door with sculptured grille, full mesh and locking latch; black in color."

After proper installation, exterior trim boards must be replaced and repainted to substantially resemble the original construction. Duplicate Keys must be given to Resident Manager. (Amended January 2010; clarified and restated April 2011)

The lanai floor covering, when replaced, shall be replaced with a high quality **earth tone** outdoor type carpet. **For downstairs lanais, the floor covering may be the approved outdoor carpet,** an approved **non-skid** outdoor tile, or the concrete painted an approved color using an appropriate **non-slip outdoor coating**.

Lanai furniture shall be quality outdoor type furniture in white, off-white, or earth tone colors. This may include outdoor bar or cabinet (without plumbing) furniture and high stools. No household furniture will be permitted, not even for short term storage. (See A-13)

No type of hanging furniture such as swings, hammocks, basket chairs, or similar seating or lounging devices may be attached or hung from any part of the building, rafters, supports, joists, railings, or trees/palms and may not be used in common areas.

All outside doors and door knobs, if repaired or replaced, shall be installed to be a similar type as the original builder. (See C-2 Locks). **If a keyless entry lock is used, a lock similar to the KABA Keyless Entry System is allowed. A key to the unit must be provided for the resident manager to access for emergencies and for pest control.**

One outdoor storage cabinet may be installed adjacent to one wall of the lanai. It may not protrude or infringe onto any common area. It must match the building's exterior color. It may be no larger than 8 feet high x 4 feet wide x 18 inches deep. Bench or seating type storage may be white, off-white, or earth tones.

The replacement/cleaning of window screens and washing of all window interior and exterior surfaces are the responsibility of each unit owner. If windows and/or screens are not cleaned after a notice from the Resident Manager, the Association will have the windows/screens cleaned and the cost charged to the Owner.

All units shall have a functioning smoke detector in or adjacent to the hall area near the bedroom(s). Each unit should have a fire extinguisher in the kitchen area for occupant safety.

- A-3. **Nameplates**, names, or other types of personal signs shall be placed only in places and in the form approved by the Board.
- A-4. **All radio**, television or other electrical equipment of any kind or nature installed or used in each apartment unit shall fully comply with all rules, regulations and requirements of the public authorities having jurisdiction, and the apartment owner /tenant alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such apartment owner's/tenant's unit. If any apparatus interferes with any other unit, the contributing party shall remedy the situation.
- A-5. **No resident shall** make or permit any disturbing noises or objectionable odors in the building, or do or permit anything to be done that interferes with the rights, comfort and convenience of other occupants. This includes the volume of radios, TV, Stereo sets and musical instruments. All residents shall maintain "quiet hours" from 10:00 PM to 7:00 AM. Occupants shall control front as well as all interior doors so as to avoid slamming due to wind. Residents and guests arriving and departing at night must keep noise and voices at a minimum.

- A-6. **Emergencies.** If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergency as flooding, fire, theft, etc., must be brought to the immediate attention of the Resident Manager.
- A-7. **Neither** the Resident Manager, the Association, nor the Board of Directors is responsible for packages or other deliveries left in halls, at doors of units, or any other place on the premises, nor for any article left with any employee, nor for any personal property placed or left in or about the buildings.
- A-8. **Planted and Potted Plants.** Plants of a reasonable kind and size may be placed on private lanais, provided they are kept neat and trimmed within the lanai area and do not infringe on views or cause damage to property. Hanging plants must be reasonable in size, neat in appearance and well secured so as not to fall or create a hazard when blown by the wind. Porcelain, plastic, or other suitable saucer containers shall be placed under all potted plants. The trimming, maintenance and watering of plants on lanais shall be accomplished in such a manner as to not infringe on or create a nuisance to persons residing in adjacent, upper, or lower apartments or to persons on the grounds of the premises. **Hoses may not be left turned on even with a shut-off device at the end of the hose.** Proper safety precautions must be taken at all times so plants do not fall from lanais, even during storms. Owners/Tenants of a ground floor unit may not plant or change the plants planted in the ground adjacent to their lanai without prior written approval from the Board of Directors or Resident Manager. The Board reserves the right to alter planting in common areas.
- A-9. **Hazards.** No occupants shall use or permit to be brought into the buildings, lanais and/or common areas anything deemed extra hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. **No hazardous materials may be stored in the storage sheds.** No activity shall be engaged in and no substance introduced into or manufactured within the building which might result in any hazardous condition, a violation of the law, or in the cancellation of the insurance or increase the insurance premium on the buildings. Nothing, including water and/or ice from coolers, shall be thrown or dumped from lanais, balconies, windows, entrances, entrance walkways, etc. Cigarettes and matches, specifically, are a fire hazard and must be disposed of in a proper manner.
- A-10. **No water beds** are permitted.
- A-11. **No cats, dogs, birds** or other pets of any kind, or other animals, or poultry, mammals, reptiles, etc. shall be allowed on the premises (with the exception of qualified assistance animals for documented disabled persons, per Hawaiian Statute).
- A-12. **Dusting and Sweeping.** The sweeping, mopping, and/or cleaning of any apartment and/or lanai shall be accomplished in such a manner as to not infringe or create a nuisance to persons residing in adjacent, upper, or lower apartments or to persons on the grounds of the premises. Garments, rugs, mops, rags or other objects shall not be dusted or shaken from windows or lanais, stairways or fire escape areas of the buildings, or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. Dust, rubbish, liquids, or litter shall not be swept or thrown from any apartment, lanai. (this should be clearly posted or noticed for second floor lanais) or any other room of the buildings into any entryway or other parts of the premises. Furthermore, nothing shall be

- thrown or emptied (i.e. coolers/ice chest) by occupants or their guests out of windows, doors, or off lanais into any part of the building or premises.
- A-13. Lanais.** Lanais shall be furnished appropriately with chairs, loungers and small tables, and kept in an orderly manner (See A-2). Lanais shall have a neat appearance and if not kept orderly and neat, shall be swept and cleaned at the owner's expense. No type of shield, windbreak, privacy panel, etc. may be erected on lanais or attached to lanai railings. Any unsightly or disturbing items shall be removed upon the request of the Resident Manager. An approved retractable sun shade **in a neutral color** may be hung from the roof eaves or second floor lanai joists.
- A-14. **No charcoal**, wood, propane, or other combustible type of barbecuing shall be allowed on lanais or walkways. Gas-fired barbecues are provided around the resort for your use.
- A-15. **No clothes**, linens, or towels etc. shall be hung on or from lanai railing, the gutters or rafters, etc., for any purpose whatsoever.
- A-16. **Lanais are not storage** areas for excess household items, brooms, mops, recreational or other equipment, including surfboards, golf bags, bicycles, baby carriages or strollers, toys, suitcases, boxes, tools, ice chests/coolers, boogie boards, fishing equipment, etc. (except in approved racks or storage units, see A-1 and A-2).
- A-17. **Garbage.**
- Kitchen disposal should be utilized for disposing of soft waste.
 - Only cold water should be used when operating disposal.
 - Trash containers are located on the grounds **in the south** parking area for all permissible trash and waste.
 - Plastic trash bags shall be used for all refuse, tied or sealed when possible before deposited in the common trash containers.
 - No disposal of construction waste, furniture, obsolete sports equipment or other unwanted items not normally considered as "household trash" shall be allowed in the communal dumpsters. Please review signage posted in trash area for guidance.
 - Cardboard boxes shall be completely flattened and broken down due to limited space.
- A-18. **Guests.** The owner, tenant and/or their rental agent is responsible at all times for the reasonable conduct of their guests. Any owner, tenant or agent who is requested by the Resident Manager to take action with respect to the conduct of himself / herself or their renters, tenants and/or guest(s) shall promptly comply therewith.
- A-19. **No air conditioning** locations/installations are permitted unless approved in advance in writing by the Board of Directors or Resident Manager, and provided that such requests also conform with the other provisions contained in A-1 and do not cause any added expense or liability to the Association. Water and condensation must be contained in such a manner as to prevent water or moisture from running, dripping, or in any manner invading common areas or adjacent apartments or lanais.
- A-20. **Apartments may** be used and occupied by a reasonable number of people (owners and/or tenants and guests). Size and facilities necessitate that no more than three (3) people occupy a one bedroom unit on a **short term**, long term, or permanent basis and no more than six (6) people occupy a two bedroom unit on a **short term**, long term, or permanent basis. In no event and under no circumstances shall the number of occupants

per bedroom contained in each apartment exceed three (3) per bedroom (i.e., maximum occupants for a one-bedroom is three (3) persons, and maximum for a two-bedroom is six (6) persons, whether short term or long-term. Lanais shall not be used as a sleeping area. Rental agents or owners performing VRBO must ensure that any renters are in compliance with occupancy limits.

- A-21. Exterior door mats** shall be of standard grade and size (approximately 18" x30") in earth-tone colors, clean and neat in appearance. Custom imprinted mats of the quality above are acceptable provided they are not offensive. Carpet scraps, bath mats, area rugs, etc., are not acceptable.
- A-22. Footwear** left at front door shall be reasonable in number and kept in a neat and orderly fashion.

SECTION B COMMON AREAS

- B-1. Soliciting.** No soliciting of goods, services, religious or political activities shall be permitted on premises unless approved by the Board of Directors.
- B-2. Surfboards,** kayaks, bicycles (non-motorized) and related items (See A-16) shall not be left or allowed to stand on any part of the premises, (other than within the interior confines of an apartment or any storage area set aside or assigned for such a purpose). Any such storage shall be at the sole risk of the owner/custodian of the item.
- B-3. Bicycles,** skate boards, roller skates, roller blades and related vehicles shall not be operated on walkways, sidewalks, or garden areas. Skate boards, roller skates and roller blades may not be used anywhere on the premises. Bicycles may be ridden in the parking lots, but must be walked elsewhere on the premises.
- B-4. Designated Play Areas for Children** - The Board and/or the Resident Manager may designate specific areas of the grounds as "Play Areas", to be used in a reasonable manner during the hours of 8:00 am to 5:00 pm, or as otherwise designated by the Resident Manager.
- B-5. Move-in and** moving-out of large items must be coordinated through the Resident Manager. Any damage to the building, stairs or grounds caused by moving of furniture or other personal effects shall be repaired at the expense of the owner/resident causing such damage.
- B-6. Protection of Common Areas.** Furniture, furnishings, plants and equipment of the common elements have been provided for the safety, comfort and convenience of all residents and guests and therefore, shall not be altered, extended, damaged or removed or transferred to other areas without the permission from the Resident Manager. Cutting or removing of any plant or part thereof is strictly prohibited.
- B-7. Use of Grounds, etc.** The grounds, walkways, stairways, building entrances, driveways, and other similar common elements shall be strictly for ingress and egress to and from the parking and apartment areas (unless designated or intended otherwise), and must be at all times kept free of obstruction.
- B-8. Building Maintenance and Repair.** It is the responsibility of the respective residents to maintain their apartments, the equipment, plumbing, water heaters, and fixtures located therein in good repair in such a manner as not to cause damage to other apartments or the common elements or to interfere with the rights of enjoyment to which other residents are

entitled. For example, should damages occur to a first floor unit due to a failure or leak in any upstairs unit plumbing, the upstairs unit with such a failure shall be responsible for all reasonable damages caused by such failure. **Plans for major apartment renovation, where total market value of the renovation is estimated to exceed \$2,500, shall be reported in writing to the Resident Manager and Board before construction starts. Approval in writing by the Resident Manager is required prior to the commencement of any work.**

In such cases it shall be the responsibility of the apartment owner to also notify in writing, the owners of all units contiguous to the unit of the renovation so that said owner can give reasonable forewarning to guests and prospective guests. Other than emergency repairs, work permitted shall be performed only between the hours of 8 am to 5 pm on Monday through Saturday. Every effort shall be made to ensure work performed on Saturdays is of a quiet nature; with minimal noise pollution to adjoining residents and guests (i.e. large power tools or loud saws, power hammers, grinders, etc. shall not be used.) No work shall be performed on Legal Holidays or Sunday. All work must be completed within a maximum of 90 calendar days of start date, unless an extension is granted in writing by the Resident Manager due to extenuating circumstances.

Owners, residents, renters or their agents having work performed shall be responsible for the actions of their contractors and other personnel. It is the owner/ agent responsibility to ensure that unauthorized refuse disposal (See Section A-17) and parking regulations are strictly adhered to by their workers or delivery persons. Any vehicles improperly parked may be towed with no other notice. (See Section D)

- B-9. **Use of common Areas.** The right to use the common areas (or any part thereof) may be restricted or withdrawn at any time in accordance with the provisions of any written agreement covering same. Recreational equipment used in common areas will be removed immediately when not in use, or at the request of the Resident Manager. Loud or offensive language on the grounds is not permitted at any time. Violators and/or activities may be prohibited by the Resident Manager if violations occur. Private lanai furniture used in common areas will be removed immediately when not in use. Such furniture may not be left in/on common areas, even in front of a unit's lanai.
- B-10. **Responsibility for damage.** Each apartment owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common element they may cause, including damage caused by guests, agents or any other occupants of their apartment(s).

SECTION C GENERAL

- C-1. **Keys.** If any key or keys are entrusted by an owner or occupant or by a member of his family, or by his agent, employee, or visitor to an employee of the Board of Directors or to the Resident Manager (whether for such owner's/occupant's apartment, vehicle, or other item of personal property), the acceptance of the key shall be at the sole risk of such apartment owner or occupant giving the key and neither the Board of Directors nor the Resident Manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith. Owners who install

- locks and/or dead-bolt locks must provide a key, keyed to the master key of the Resident Manager and be consistent with C-2. **If a keyless entry lock is used, the code or a key to enter the unit should be given to the Resident Manager for emergencies and/or maintenance.**
- C-2. **Apartment Locks.** The Resident Manager will retain a key to each apartment unit. All locks shall be of a type which can be opened using the Resident Manager's master key. This also applies to doorknobs and dead bolts. If a lock is to be changed, the Resident Manager shall be contacted to supply the name of the locksmith currently retained. At owner's/tenant's/agent's expense, the locksmith will key the lock(s) to the Maui Sands system to prevent duplicates.
- C-3. **Alarm Systems.** Alarms may only be installed with the advanced written approval of the Board, and can be removed at any time by notice from the Board if installed without written permission by the Board and/or are the subject of complaints by other residents. The Resident Manager must be provided with whatever codes and passwords necessary which will allow access for emergencies and/or maintenance.
- C-4. **Nothing shall be allowed,** done or kept in any apartment unit or common area of the project which would overload or impair the floors, walls or roofs thereof or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
- C-5. **Complaints** and suggestions regarding the buildings or its residents (and their activities) shall be made in writing to the Board of Directors or the Resident Manager.
- C-6. **Fireworks.** Fireworks of any kind are prohibited at all times. Any other loud or obnoxious devices (air rifles, cap guns, etc.) may also be prohibited by the Resident Manager.
- C-7. **No occupants** of Maui Sands shall send any employee of the Association, the Board of Directors, or the Resident Manager on any private business of the occupant.
- C-8. **Common Areas/Grounds.** No climbing on or swinging from the trees, bushes, or signs in the gardens is permitted at any time. Any damage by any means to the common grounds, its trees/plants and equipment by anyone is the responsibility of the owner/tenant and/or rental agent of the unit whose owner, tenant, guest or relative causes the damage.
- C-9. **STAY OFF THE SEAWALL. Walking or sitting on the seawall is prohibited. For safety reasons, young children must be closely supervised by an adult when near the seawall.**
- C-10. **Registration of Long Term Residents.** In addition to the obtaining of a parking permit from the Resident Manager (See D below), each resident is requested to register with the Manager, supplying names of apartment occupants, next of kin or close friends, telephone number(s), physical and other data that may be necessary in case of emergency.

SECTION D PARKING AND VEHICLE USAGE

- D-1. **Parking regulations** will be enforced 24 hours daily, seven (7) days a week, with no "grace period". Violators may be given a warning or may be "towed" without warning.

- D-2. **The Board of Directors and/or Association** shall not be responsible for any loss and/or damage to/from vehicles on the premises no matter the cause.
- D-3. **Damage to vehicles** and other objects or common areas shall be the responsibility of the person causing the damage.
- D-4. **No racing of motors**, loud radios, horn honking, loud noises, etc., is permitted on the premises at any time.
- D-5. **Drivers may not leave vehicles unattended** in loading zones, and vehicles shall be promptly removed when the loading or unloading is completed.
- D-6. **No owner, tenant or guest may block**, cone, or impede in any way any parking stall without prior written approval of the Board or Resident Manager. No personal items such as boats, lumber, furniture, crates, etc. shall be permitted in the parking or common areas.
- D-7. **On the premises, vehicles shall travel** at a speed not to exceed five (5)-miles per hour. Drivers are expected to observe traffic signs for the safety of all, and use reasonable care on the grounds.
- D-8. **All apartments have one assigned parking place.** No vehicles shall be parked in such a manner as to impede or prevent ready access to any entrance of, or exit from the buildings by another vehicle or person. Vehicles shall not be stored in the parking area or on the property.

The parking area shall only be used to park vehicles that are in active use.

Vehicles shall be parked within the painted lines, and shall not utilize more than one marked parking space. Boats or trailers shall not be parked in the parking area. A vehicle (motorcycle, scooter, car or pick-up) to be left unused longer than two weeks must be moved off of the property. ONLY ONE VEHICLE PER APARTMENT IS ALLOWED ON PROPERTY, EXCEPT A MOTORCYCLE, SCOOTER OR BICYCLE MAY BE PARKED IN AN AREA DESIGNATED FOR 'CYCLES ONLY. DERELICT VEHICLES ARE NEVER ALLOWED ON THE PROPERTY.

- D-9. **The State Anti-Noise Law** will be strictly enforced. All motor vehicles shall be equipped with normal mufflers in good working order and not subject to complaint. Horn blowing is not allowed. Operation will be safe, clean and reasonable at all times. Motorcycles / scooters, etc., will be parked only in locations as designated, away from sleeping area of units, and never inside a unit, or on the lanais, walkways, or entry areas. Loud vehicles / motorcycles may be prohibited from the property and from driving on/in parking lots.
- D-10. **Unauthorized motor vehicles** in the parking area will be towed away at the expense of the owner of such vehicle. No written violation notice is required. The State Trespass Law will be used to enforce this rule.
- D-11. **Each resident and his guest(s)** shall abide by all parking rules and regulations promulgated by the Board of Directors. All vehicles when parking adjacent to living areas shall be parked "front in/head in", and not "backed in" due to noxious fumes. If vehicles must be used between midnight and 8:00 am, it is requested that such vehicles be parked away from the sleeping areas of units so that early use will not disturb the occupants. The Resident Manager may assign a designated parking space or area in the

- event of problems and owners/tenants shall abide with any such direction from the Resident Manager.
- D-12. **Vehicles** which are improperly parked will be towed away at the owner's expense.
- D-13. **Specific reserved parking stalls** by assigned number have been delegated to each apartment. Each apartment is entitled to park only one automobile in the parking area. Each owner will be issued a parking sticker which should be placed in the vehicle's dashboard area. It will show the assigned parking space for the owner. For temporary guests, owners or their agents must provide their guests with a temporary parking sticker for the owner's parking space. It should include the parking space number, the unit number, and the expiration date of the temporary parking permit.
- D-14. **No vehicle** will be allowed entrance on premises "in tow" nor will any non-running vehicle be allowed for dead storage (long term or short term) or repair parts, etc.
- D-15. **No major repairs**, rebuilding, painting, changing of oil or fluids, flushing of radiators, brake repair or the like will be permitted or tolerated at any time.

SECTION E POOL AREA

- E-1. **The pool** and surrounding cabana area are for the exclusive use of residents and registered guests. An owner, tenant or registered guest must be at the pool with off-premises guests and is responsible for the conduct of such guests. All children under the age of 12 years using the pool area must be supervised by an adult at poolside. No lifeguard is provided at the pool area. Swim at your own risk. **Use of the pool is from 8 AM – 8 PM. The surrounding cabana and BBQ area is limited to the hours of 8:00 AM – 10 PM if used quietly and with respect for surrounding apartments; permission may be revoked at any time.**
- E-2. **Ocean** and beach users shall shower and remove sand before entering the pool.
- E-3. **All suntan oil** and other such material shall be removed before entering the pool. No metal objects are permitted in the pool.
- E-4. **"Horseplay,"** running, screaming or other boisterous conduct is not permitted in the pool area, nor is any splashing of water other than that accompanying normal swimming. Diving / jumping off pool ladders, handrails, chairs, etc is not permitted. All signs in the pool area are to be read and obeyed at all times.
- E-5. **No residents** or guests under the age of 16 shall be permitted to entertain guests unless the guests are under the poolside supervision of a parent or adult guardian of the minor resident.
- E-6. **Glass or other breakable** containers shall not be brought into the pool area. Air mattresses, boards, fins and Styrofoam equipment of any kind are prohibited from the pool area, except as flotation assists for babies and young children. Alcoholic beverages of any kind are prohibited inside the pool area unless approved in advance in writing by the Resident Manager.
- E-7. **All personal belongings** such as towels, sunglasses, books, etc., shall be removed upon leaving the pool area. The practice of leaving towels or personal effects on the chaise lounges, tables or chairs around the pool for reservation purposes is prohibited.
- E-8. **No pets in the pool area.**

- E-9. **Swimming is not allowed** in other than proper swimming apparel (street clothes, and tee shirts/tank tops and cut-offs/shorts are not acceptable). All children, regardless of age, must wear swimming suits, or a swim diaper with plastic water-tight cover or self-containing type diaper. Nudity is not allowed, including children.
- E-10. **Residents** and their guests shall use the swimming pool at their own risk.
- E-11. **All persons using oils**, lotions, etc., should protect the furniture and the deck area, and must shower before entering the pool.
- E-12. **No radios, CD players** or other similar type devices are allowed in the pool or lawn areas unless used with earphones in a reasonable manner.
- E-13. **Chemicals** are used in the pool, and may be harmful to clothes and certain individuals.
- E-14. **BOARD OF HEALTH REQUIREMENTS** (Section 61 - Personal Regulations):
- a. **All persons** known to be or suspected of being afflicted with an infectious and/or contagious disease, suffering from a cough, cold or sores or wearing bandages shall be excluded from using the pool.
 - b. **Spitting**, spouting of water, blowing the nose, urinating, or bowel movements or other inappropriate behaviors in the swimming pool or pool area are prohibited.

SECTION F CABANAS/POOL AREA GAZEBO/OBSERVATION DECKS/LAUNDRY ROOM

- F-1. **These facilities** are common areas and are for the use of the residents and their guests. These areas may not be reserved or used for private parties without the prior written permission of the Resident Manager.
- F-2. **Please** take all personal effects with you when leaving these areas.
- F-3. **The Board** of Directors and/or the Association shall not be responsible for any loss, theft and/or damage to/from these premises, no matter the cause.
- F-4. **Articles** shall not be left unattended in the laundry area except during a timed cycle. At completion of the timed cycle, they shall be promptly removed.
- F-5. **Smoking** is allowed in designated outdoor common areas only (around the BBQ's, **parking area**, and observation decks). Proper disposal of all smoking material must be made in available containers for that purpose. Smoking in individual apartments is at the discretion of the apartment owner.

SECTION G OCEAN AND BEACH ACTIVITIES

- G-1. **ENTERING AND SWIMMING IN THE OCEAN IS DANGEROUS.** Enter and swim in the ocean at your own risk! Entering and swimming in the ocean is always hazardous under any conditions and may cause serious bodily injury and sometimes death. Anyone entering and swimming in the ocean assumes the risks involved with such action. This warning notifies all persons that the Association of Apartment Owners of Maui Sands I does not provide a lifeguard for the beach and ocean area and accepts no responsibility for access to and/or the use of the beach or ocean by anyone whether an owner, tenant, invitee, licensee, or the general public.

SECTION H ADMINISTRATION

H-1. THE BOARD OF DIRECTORS INTENDS TO ENFORCE THESE HOUSE RULES THROUGH THEIR RESIDENT MANAGER. A VIOLATION OF THE RULES MAY RESULT IN A "HOUSE RULE VIOLATION NOTICE" BEING ISSUED TO THE OWNER OR TENANT OF SAID UNIT. A COPY OF THIS NOTICE IS ATTACHED, WHICH DESCRIBES THE PROCEDURE TO BE FOLLOWED. A COPY WILL ALSO BE GIVEN TO A RENTER, IF ONE IS ALSO INVOLVED.

Any tenant issued three (3) House Rules Violation Notices may cause initiation of proceedings to force the Owner of the Unit to evict the violating tenant(s) at the discretion of the Board of Directors.

H-2. **The Board** of Directors of Maui Sands I (consisting of six members) acting by majority , has the responsibility to make such other rules from time to time or to amend these rules as may be deemed needful for the safety, care and cleanliness of the premises, and for securing the comfort and convenience of all the occupants and guests of Maui Sands. Existing nonconforming conditions to the above may be "grandfathered" until replacement is made, if agreed by the Board in writing, provided the violation did not violate an existing rule at the date of the nonconforming condition.

H-3. **Complaints** and/or suggestions regarding the buildings, its residents, or the violation of any of these "house rules" shall be made in writing to the Resident Manager.

These House Rules inclusive of all Amendments are hereby ratified by the Board of Directors of the Association of Apartment Owners of Maui Sands I, are enforceable, and are in full effect beginning April, 2014.

John Cush, President MSI

HOUSE RULE VIOLATION NOTICE
House Rules - April 2014

DATE: _____

UNIT#: _____

TENANT(S): _____

OWNER(S) / RENTAL AGENT: _____

RESIDENT MANAGER: _____

This notice is to inform you that you are in violation of “**The Association of Apartment Owners of Maul Sands I, House Rule No. _____**” which states:

_____.

_____ This written notice serves as your first warning. You have _____ (____) days to comply.

_____ If a second notice for the same violation is issued, a copy of both notices will be sent to the Unit Owner and to our attorney with a recommendation for legal action. You have _____ (____) days to comply. The Board of Directors has approved the invocation of a \$50 fine for a second notice and all subsequent notices will cost \$50 each.