

**RESORT RULES AND REGULATIONS  
OF WAILEA BEACH RESORT & RESIDENCES  
(Resort Rules)**

The primary purpose of these Resort Rules and Regulations (sometimes herein referred to as the “**Resort Rules**”) is to protect all Owners, occupants and guests from annoyance and nuisance caused by improper use of the Wailea Beach Resort & Residences condominium project (the “**Project**”); and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof and therein.

The Front Desk Unit Owner shall be responsible for enforcing these Resort Rules, but the Front Desk Unit Owner may delegate such responsibility to a resort manager (“**Resort Manager**”) to operate and manage the Resort Amenities. All Owners, occupants, and guests shall be bound by these Resort Rules and by the standards of reasonable conduct whether covered by these Resort Rules or not; provided, however, that neither the Resort Manager nor the Front Desk Unit Owner shall be responsible for any noncompliance or violation of these Resort Rules by said Owners, occupants and guests. The Front Desk Unit Owner shall make such other rules and regulations from time to time or may amend the following Resort Rules, as it deems necessary or desirable.

The Project provides many luxuries and amenities. The Resort Manager and the Front Desk Unit owner are dedicated to assisting all Owners, occupants and guests in enjoying the Resort Amenities to the fullest extent. The successful realization of this goal will largely depend on the Owners. High standards have been established, that apply to all people who utilize the Project at all times. Each Owner’s cooperation in adhering to these standards is essential to maintain the harmonious environment of the Project. The intent of these Resort Rules 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.

Owners are forewarned that they may be fined upon the first violation of these Resort Rules and be assessed in accordance with a schedule of fines adopted by the Front Desk Unit Owner. Owners are encouraged to read and review the Association formation documents, including the Declaration of Condominium Property Regime of the Project (the “**Declaration**”) and the Bylaws of the Association of the Project (the “**Bylaws**”) as the same may be amended. These documents establish and define certain rules and regulations not covered in this document. Together, these documents should be well considered and heeded by all Owners, occupants and guests.

**I. DEFINITIONS.**

The terms used herein with initial capital letters shall have the meanings given to them in the 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.

**II. USE.**

1. **USE OF UNITS.** The units shall be occupied and used by the respective Owners thereof, their occupants and guests, only for those purposes that are consistent with, and appropriate to, a resort destination operated at the First Class Standard. Hotel and 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 restrictions contained in the Declaration, the Bylaws, these Resort Rules, and the respective unit deeds.

2. **REGISTRATION REQUIRED.** All Owners and occupants are required to register themselves with the Front Desk Unit Owner. Owners are required to notify the Front Desk Unit Owner in writing the name, address, expected arrival date and time, and expected departure date and time of all occupants renting, leasing or using Owner’s Residential Unit at least seventy-two (72) hours in advance of the expected arrival time. The names of all intended occupants shall be provided, together with such additional information as the Front Desk Unit Owner may reasonably require. The Front Desk Unit Owner is specifically authorized to deny the check-in of any person whose name has not been furnished to the Front Desk Unit Owner at least seventy-two (72) hours in advance of the expected arrival time.

3. **EQUAL RIGHTS OF ALL OWNERS.** All persons who own an interest in a unit in the Project, and their respective occupants and guests, shall have the equal right to use, occupy and enjoy their respective units, and to utilize the Resort Amenities.

4. **APPOINTMENT OF LOCAL AGENT.** Owners shall designate a local agent to represent them if their residence is outside of the State of Hawaii or if they will be absent from the Project for a period of more than thirty (30) consecutive calendar days. Owners must file their out-of-town address and telephone number, and the address and telephone number of their local agent, with the Front Desk Unit Owner.

5. **OBSERVANCE OF LAWS.** Every Owner, occupant and guest shall at all times observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Front Desk Unit Owner.

### III. **TEMPORARY OCCUPANCY.**

1. **USE BY OWNERS, OCCUPANTS AND GUESTS.** Subject to the terms of the Declaration, the Bylaws, these Resort Rules and such Owner's unit deed, an Owner may lease or rent his or her unit or make it available to others, but the occupants leasing, renting, living in or occupying the unit shall abide by the Declaration, the Bylaws, and these Resort Rules, and the Owner shall assume full responsibility for said occupant's conduct.

2. **CONDUCT OF OCCUPANTS AND GUESTS.** An Owner shall be responsible for the conduct of any of such Owner's employees, contractors, agents, customers, occupants and guests, as appropriate, and shall, upon the request of the Front Desk Unit Owner, immediately abate and remove, at said Owner's sole cost and expense, any structure, thing or condition that may exist with regard to the occupancy or use of such Owner's unit by Owner, Owner's employees, contractors, agents, customers, occupants and guests contrary to the intent and meaning of the provisions of these Resort Rules, the Bylaws and the Declaration. If the Owner is unable to control the conduct of any said employees, contractors, agents, customers, occupants or guests to conform with the intent and meaning of the provisions of these Resort Rules, the Bylaws and the Declaration, Owner shall, upon request of the Front Desk Unit Owner, immediately remove such employees, contractors, agents, customers, occupants or guests from the Project premises, without compensation for lost rentals or profits or income, or any other economic or other damage resulting therefrom.

### IV. **PETS.**

1. No animals other than dogs or cats may be kept within a unit. Except as otherwise provided herein, per unit, no more than two dogs or cats of a reasonable size and weight, as determined by the Front Desk Unit Owner in its sole discretion, may be brought onto the Project at any time.

2. In no case shall poultry or other livestock or any animal prohibited by any applicable law (including Chapter 514B of the Hawaii Revised Statutes, as amended, or any rules and regulations promulgated thereunder) be allowed in the Project.

3. Except as otherwise provided herein, no pets shall be allowed on the Resort Amenities except in transit and when carried or on a short leash. Pets on leashes and at all times under the complete control of a capable person may be exercised or walked on the Resort Amenities. No Owner or occupant shall permit his pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the Resort Amenities, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such Owner or occupant.

4. Any pet which, in the sole judgment of the Front Desk Unit Owner, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, occupant or guest may be ejected from the Project on the demand of the Front Desk Unit Owner; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Front Desk Unit Owner, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

5. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, visually impaired persons, hearing impaired persons and physically impaired persons shall be permitted the services of a “guide dog,” “signal dog,” or “service dog,” respectively, as such terms are defined in Chapter 515 of the Hawaii Revised Statutes (collectively, “**Service Animals**”). Service Animals shall be permitted to be kept by such Owners, occupants and guests in their units and shall be allowed to walk throughout the Resort Amenities while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the Resort Amenities. If such a Service Animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Project. Ejectment will be required only if the Front Desk Unit Owner reasonably determines that less drastic alternatives have been unsuccessful. If such a Service Animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to, the safety or health of, other Owners, occupants or guests.

6. In no event shall the Front Desk Unit Owner be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Owner’s, occupant’s or guest’s pet or Service Animal. By acquiring an interest in a unit in the Project each Owner agrees to indemnify, defend and hold harmless the Front Desk Unit Owner against any claim or action at law or in equity arising out of or in any way relating to such Owner’s or occupant’s or guest’s pet or Service Animal.

7. All pets and other animals kept anywhere on the Project must be registered immediately with the Front Desk Unit Owner.

#### V. **RESORT AMENITIES.**

1. **OBSTRUCTIONS, USES.** All corridors, lobbies, hallways, entranceways, sidewalks, walkways, recreational areas, and roadways must not be obstructed or used for any purpose other than ingress and egress, or in the case of recreational areas, for any purposes(s) for which such areas are designated by the Declaration.

2. **THROWING OBJECTS FROM UNITS.** Nothing shall be thrown or permitted to be thrown from the windows or lanais of any unit in the Project, including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

3. **BARBECUING.** Outdoor cooking is subject to regulation by the Front Desk Unit Owner and shall not be permitted within any of the units or appurtenant lanai areas, or within the Resort Amenities. Fires, other than for outdoor cooking, are strictly prohibited. Notwithstanding the foregoing, the owners of Commercial Units shall be permitted to conduct outdoor cooking within Limited Common Element areas appurtenant to such Commercial Units provided that such cooking shall not present an unreasonable nuisance or hazard to other Owners.

4. **AESTHETICS.** No unsightliness within the public view is permitted within the Project. For this purpose, “unsightliness” includes but is not limited to the following: (i) the unsightly placement, storage or stowing (as determined by the Front Desk Unit Owner in its sole discretion) of non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, or other items of personal property in the Resort Amenities (as defined in the Declaration), or Limited Common Element lanai or any area outside of such unit; (ii) the use of unshaded or improperly shaded lights that create objectionable glare and the placement of any garbage cans, household or commercial supplies or other similar articles outside the unit, or in a place where they can be seen from outside any such unit, except as the Front Desk Unit Owner shall prescribe; (iii) the use of signs, symbols, door knockers or similar features and equipment hung, installed, or attached to the door or entry area to the unit, which can be seen from any corridor or hallway; (iv) the storage or placement of floor or door mats at door entries, potted plants, signage, pictures, painting or items of furniture; provided that an Owner of a unit with a Limited Common Element lanai or entry area will be permitted to decorate such area upon the Front Desk Unit Owner’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 Front Desk Unit Owner in its sole discretion. Every Owner, occupant or guest is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating

unsightliness within the Project to the fullest practicable extent. Any unsightly or disturbing items shall be removed upon the request of the Front Desk Unit Owner.

5. **NOISE.** 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.

6. **PERSONAL PROPERTY.** No items of personal property, including, without limitation, mopeds, bicycles, kayaks, canoes, racks, skateboards, scooter, rollerblades, surfboards, beach toys, beach chairs, baby carriages, packages, boxes, crates, or other items, shall be left or allowed to stand on or within any of the Resort Amenities. Articles of any kind left in any of the Resort Amenities may be removed and disposed of at the Owner's risk and expense at the direction of the Front Desk Unit Owner.

7. **PROHIBITED ACTIVITIES.** The following activities are prohibited within the Resort Amenities: (i) dusting, brushing or cleaning personal belonging; (ii) the lobbies, lounges, game rooms (if any) or offices that are part of the Resort Amenities are not to be used for sleeping, these areas are strictly for the meeting and entertainment of Owners, occupants and guests; (iii) neither Owners nor their employees, contractors, agents, servants, licensees, occupants or guests shall distribute or cause to be distributed any advertising, pamphlet, free newspaper or any other printed matter on or in any portion of the Project or on cars of Owners, occupants or guests, including, but not limited to door-to-door solicitation, electioneering, and other such activities, and such violators should be reported immediately to the Front Desk Unit Owner; (iv) Owners, occupants or guests must not prop open any door, or perimeter gates, at any time; (v) with the exception of the roof decks that are Limited Common Elements appurtenant to certain units, the roof area, related mechanical rooms, as well as the internal stairwells, are off-limits for use by Owners, occupants or guests, except in an emergency situation, and any such violation will result in severe fines; (vi) skateboards, scooters, bicycles or rollerblades are not allowed in any Resort Amenities; and (vii) smoking is not allowed in any interior Resort Amenities, building corridors or elevators.

8. **ATTIRE.** Proper attire must be worn whenever entering the Resort Amenities. Foot coverings and shirts are required to be worn at all times while in the Resort Amenities. Anyone going to and from the pool areas must wear a cover-up. Precautions should be taken to prevent water from dripping onto interior surfaces and flooring, including within the lobbies, hallways or other areas of the Project that may cause a slippery and dangerous condition.

9. **TREES AND OTHER LANDSCAPING.** No Owner, Occupant or Guest shall disturb, cut, trim, damage or remove any of the trees located in the Resort Amenities, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping placed or planted on any of the Resort Amenities of the Project.

10. **LANAIS AND WINDOW LEDGES.**

a. Sunshades, awnings or screens, other than those installed by the Developer or approved by the Front Desk Unit Owner, may not be used on the exterior of unit windows or over lanais of the unit. Rugs, towels, mops or clothing shall not be draped on lanais. No permanent rug or carpeting or artificial turf is allowed on or shall be attached to lanai areas.

b. The care and maintenance of the lanai decking area and lanai railings is the responsibility of 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 lanai area onto the lanais below. Each Owner should assure that potted plants have appropriate catch canisters underneath them.

c. The lanais of the units may 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 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, hanging clothes on the lanai.

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

e. A design standard for lanai surfaces will be established by the Front Desk Unit Owner.

f. Lanais shall not be partially or totally enclosed or extended.

11. **REFUSE.** Garbage shall be disposed of only in areas provided therefor. 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, if any, in the kitchen sink.

12. **PLANTS.** Unless growing in the ground, all plants shall be placed in containers so as to prevent the dripping of water or soil onto other units or the Resort Amenities. All exterior visible plants or decorative pots are to be approved by the Front Desk Unit Owner.

13. **LOST AND FOUND.** The Front Desk Unit Owner will handle lost and found items. Please turn in any found items to the Front Desk Unit Owner.

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

The parking areas are for Owners, occupants and for a limited number of guests. Vehicles parked in unauthorized or restricted areas will be towed away at the vehicle owner's expense.

1. **SPEEDING.** Owners and occupants shall maintain safe and proper speeds while driving in the garage areas and on the roadways. There are many blind spots present. Headlights should be turned on while driving in the garage area.

2. **OWNERS PARKING.** Upon arrival at the Project, an Owner may request the use of a parking space. A parking space may be assigned to such Owner for the duration of such Owner's stay on a first-come, first-served basis. An Owner will not have the exclusive use of any such space assigned for such Owner's use, and the Front Desk Unit Owner, will have the right to re-assign to such Owner any such space, or eliminate use of such space altogether. Occupants may request the use of a space, and may be assigned a space subject to availability, and subject to the prior right of any Owner to obtain an additional space. For your safety and convenience, the Front Desk Unit Owner will enforce the following procedures:

a. Your vehicle must display a Wailea Beach Resort & Residences parking pass on the left side of the dashboard, showing that your vehicle is registered with the Front Desk Unit Owner. Such parking pass must remain visible at all times.

b. Your vehicle must fit in the space and not affect any adjacent space or walkway. Oversized vehicles such as limousines and extra large vehicles may not fit in the space and, therefore, it may be necessary for you to find parking off of the premises.

c. Boats, jet skis, trailers, campers or unregistered motorized vehicles are not permitted within the Project.

d. No vehicle work is permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, and any maintenance.

e. No excessive noise from vehicles or revving up of engines is permitted.

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

g. Should a car alarm continue to go off, the Front Desk Unit Owner may, at the Owner's expense, hire a locksmith and take whatever action necessary to stop the noise. Vehicle alarms that do not automatically go off after a short period of time are not allowed.

h. Storage of other personal items in the parking spaces is not allowed.

i. No Owner will store his vehicle at the Project for periods of time when such Owner shall not be physically in residence at the Project unless otherwise approved by the Front Desk Unit Owner. Vehicles stored at the Project in violation of this rule are subject to removal by the Front Desk Unit Owner, and all costs incurred in connection with such removal, and any storage costs incurred will be charged to the violating Owner.

3. **GUEST PARKING.** There are a limited number of guest parking stalls available within the Project. In order to best utilize these spaces for guests, the following rules shall be used as a guide to issuing a temporary parking permit ("**Guest Parking Permit**").

a. Each guest shall appear in person and provide to the Front Desk Unit Owner their name, Owner's or occupant's name and unit number, vehicle make, color and license number. The Front Desk Unit Owner will then notify the Owner or occupant. If the Owner or occupant acknowledges the guest, the guest shall be issued a Guest Parking Permit and shall be granted entrance to the designated area. The Guest Parking Permit must be displayed on the vehicle front driver's side dashboard.

b. To the extent that an Owner or occupant is anticipating a visit by a guest, the Owner or occupant must leave their guest(s)' name with the Front Desk Unit Owner. The Front Desk Unit Owner shall log in the guest names. If a guest name is not provided to the Front Desk Unit Owner, the guest shall not be granted access to the Project.

c. The Guest Parking Permit shall be issued for a maximum of two (2) weeks at a time. The guest may apply for an exception to the above in writing through the Front Desk Unit Owner. Extension approvals are not guaranteed, and are subject to availability and the discretion of the Front Desk Unit Owner.

d. Guest Parking Permits are not a reservation of a parking space. Guest parking is subject to daily availability on a first-come, first-served basis, and the Front Desk Unit Owner does not reserve or guarantee parking for anyone, including those having Guest Parking Permits.

e. Contractors and service personnel, including but not limited to, housekeepers and plant maintenance people, should be issued a day-use only temporary parking permit, subject to availability. Service personnel that are at the Project frequently (three or more days per week) can register for a permanent day-use permit. Service personnel shall be required to log in with the Front Desk Unit Owner, and shall then be granted parking access. It shall be the Owner or occupant's responsibility to notify the Front Desk Unit Owner of any change in approved service personnel.

f. Parking is at the risk of the vehicle owner or person driving the vehicle. The Front Desk Unit Owner is held harmless, and are not liable for any damages and/or losses whatsoever related to vehicle at the Project.

4. **VIOLATIONS.** Any violators of the parking regulations set forth hereunder shall have their vehicles towed away at their own risk, and the Owner of such unit shall be responsible for payment of the towing charge and any applicable fines.

5. **GENERAL PARKING RULES.**

a. 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 so as to interfere with the normal flow of traffic or so as to create a nuisance to other Owners or occupants.

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

c. Each Owner shall be responsible to register his vehicle with the Front Desk Unit Owner while staying at the Project.

d. Parking at the Project shall be controlled by the Front Desk Unit Owner.

e. 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, occupant, or guest, the Owner shall be held responsible for payment of the towing or removal charge.

f. The Front Desk Unit Owner has the power to modify and/or waive parking area enforcement fines in its sole discretion.

VII. **STORAGE UNITS.**

No storage of property shall be permitted within any parking areas, except entirely within the storage units located in the Project.

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

2. No flammable, combustible, explosive or noxious fluid, material, chemical or substance of any kind shall be stored in any storage unit.

3. Items of personal property must be stored entirely within the storage unit so that no portion of the property is protruding from the storage unit. The doors of the storage units shall be kept closed and/or locked at all times when the Owner is not accessing the storage unit or its contents.

4. No cabinets may be installed outside the storage units.

5. The Front Desk Unit Owner is not responsible for any loss or damage to items placed in the storage units. Storage in these units is strictly at the Owner's sole risk.

VIII. **NOISE AND NUISANCES.**

1. **GENERALLY.** No nuisance shall be allowed in the units or the Resort Amenities, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Front Desk Unit Owner or in violation of the Declaration, the Bylaws or these Resort Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the units and/or the Resort Amenities by other Owners or occupants. Owners are responsible at all times for the reasonable conduct of themselves, their employees, contractors, agents, customers, occupants and guests.

2. **EXCESSIVE NOISE.** Owners, occupants and guests of the units shall avoid causing or creating unreasonably excessive noises of any kind at any time and shall not cause or permit any unreasonably disturbing noise at any time and shall consider the quiet enjoyment of other Owners, occupants and guests of the Project at all times. Excessive noise should be reported to the Front Desk Unit Owner who will take appropriate actions. 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. Noise due to departing guests, particularly at night, shall be kept at a minimum. Should noise transmission create a disturbance or a nuisance, it is the responsibility of the Owner, not the Front Desk Unit Owner, to abate the noise transmission. Speakers and floor-supported musical instruments (i.e. pianos and organs) must be properly insulated from direct contact to floors and walls in order to minimize vibrations. In order to ensure the comfort of all Owners and occupants, 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 Owners and 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 shall be promptly referred to the Front Desk Unit Owner for enforcement.

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

4. **ADVERTISING.** Advertising on the Project is prohibited without prior written consent of the Front Desk Unit Owner.

5. **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 Front Desk Unit Owner, except that the Developer under the Declaration may engage in marketing the units at the Project and will control such activities.

6. **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 unit shall be designed, installed, maintained and used by the Owner, occupant or guest of such unit at the expense of such Owner, occupant or guest 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 unit to any other area of the buildings or Resort Amenities.

#### **IX. MOVING AND FURNITURE MOVES.**

1. When moving in or out, Owners and occupants must coordinate their schedules with the Front Desk Unit Owner at least one (1) week in advance and also submit a refundable Three Hundred and No/100 Dollar (\$300.00) security deposit. To insure full return of the deposit, each Owner or occupant such person's designated representative will be accompanied by the Front Desk Unit Owner on a "pre/post" move in/out inspection of the area to be traveled during the move.

2. Prior to any move, Owners or Occupants using a moving company shall provide the Front Desk Unit Owner with a certificate of insurance for workers' compensation and liability insurance with minimum limits of One Million and No/100 Dollars (\$1,000,000.00) for the moving company, naming the Front Desk Unit Owner as additionally insured.

3. The Project has a number of elevators, which can be used for moving, although any one Owner or occupant or moving company cannot exclusively use every elevator of the Project. After each use of the elevator, it must be available for use by other Owners and occupants. Elevators are available for moves on Monday through Friday 9:00 a.m. until 5:00 p.m. and Saturdays 8:00 a.m. until 4:00 p.m. and at other times to be established in the sole determination of the Front Desk Unit Owner. Moving is allowed only during these hours and is prohibited on Sundays and holidays unless other arrangements are made in advance and approved by the Front Desk Unit Owner.

4. All finished floor areas of the Resort Amenities are to be protected with carpet runners as appropriate. 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 and No/100 Dollar (\$100.00) fine per violation, plus the cost of cleaning.



5. The moving company must ensure that the elevator is padded at all times during moving. Moving without pads will result in a Two Hundred and No/100 Dollar (\$200.00) fine per occurrence.

6. All trash and debris must be carried off-site on a daily basis by your moving company. The trash chutes may not be used for the disposal of debris. There will be a Two Hundred and No/100 Dollar (\$200.00) fine per violation

7. Moving vans are allowed on designated areas of the Resort Amenities only, and must be parked so as not to obstruct entries, exits or walkways.

#### **X. REDECORATION OR ALTERATION; CONTRACTORS/SUB-CONTRACTORS**

Owners are encouraged to maintain the condition and the design of their units. Please review the Declaration, the Bylaws and the House Rules concerning contemplated improvements, which may require approvals. Please follow the steps as outlined therein.

A copy of this section should be provided to all contractors, material and related service providers.

1. Two (2) complete sets of plans (blueprints) must be submitted to the Front Desk Unit Owner for approval at least thirty (30) days in advance of the work to be done. The plans must be prepared by a Hawaii licensed engineer or architect, showing any changes to the unit'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 Front Desk Unit Owner 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 attenuative materials that will be installed in the unit. When plans are approved, one set of plans will be returned to the Owner and the other set will be kept in the Front Desk Unit Owner's files.

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

3. After approval of plans, building permits (if applicable) must be obtained from the County of Maui and any other governmental agency as required. Copies of the permits must be submitted to the Front Desk Unit Owner prior to the start of construction and posted in the unit during the construction.

4. The Front Desk Unit Owner requires a damage/performance deposit of Two Thousand and No/100 Dollars (\$2,000.00) paid in the form of a cashier's check, payable to the Front Desk Unit Owner. The Front Desk Unit Owner will hold this check until work is completed and inspected. Any damage caused to Resort Amenities, adjacent units, or fines for non-compliance will be deducted from this deposit. If costs to the Front Desk Unit Owner exceed the deposit amount, the Owner will be assessed for the difference. The Owner is responsible to notify the Front Desk Unit Owner that the approved work is completed and to request the Front Desk Unit Owner's inspection of it. If the Owner fully complies with Front Desk Unit Owner's rules and regulations and there is no damage to the Resort Amenities, the deposit will be fully refunded within fifteen (15) days of inspection by the Front Desk Unit Owner.

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

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

7. Any damage caused to Resort Amenities or adjacent units by the improvement are the Owner's responsibility. Any damage must be reported immediately to the Front Desk Unit Owner along with a schedule of

repairs. If the damage is not repaired in a timely manner, the Front Desk Unit Owner will make the repairs and charge the Owner. The Owner will be held liable for the actions of his contractors and/or workmen.

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

9. All work must be done inside the unit. Workmen cannot set up equipment in hallways, lobbies, the parking garage or parking areas. Equipment and materials cannot be stored overnight in hallways or lobbies (storage in the parking garage may be arranged at the sole discretion of the Front Desk Unit Owner). Everything must be stored inside the unit or taken off-site each evening.

10. All finished floor areas of the Resort Amenities 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 and No/100 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 and No/100 Dollar (\$200.00) fine per occurrence.

12. All trash and debris must be carried off-site on a daily basis by your contractors. There will be a Two Hundred and No/100 Dollar (\$200.00) fine per violation.

13. Working hours are limited to Monday through Friday, 9:00 a.m. to 5:00 p.m. There will be a One Hundred and No/100 Dollar (\$100.00) per hour fine for work that 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, Chanukah and such other dates as may be determined by the Front Desk Unit Owner. Alterations and all other work on units must be done after Easter and before Thanksgiving, unless the Front Desk Unit Owner, 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 One Thousand and No/100 Dollars (\$1,000.00) per day.

14. Contractors may have to park vehicles off the Project 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 indemnify, defend and hold the Front Desk Unit Owner harmless against liability for injury to, death of, or damage to the property of third persons to the extent caused by the Owner, his or her general contractor, designer or any of their agents or employees.

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, including, without limitation, noise from radios, CD players and stereos. Workers are also prohibited from eating meals or taking breaks on or in the Resort Amenities. Such violations will be subject to a One Hundred and No/100 Dollar (\$100.00) fine per violation.

17. The Owner may select any general contractor he or she 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 workers' compensation insurance, general liability and property damage insurance. Certificates of insurance for all required coverage must be presented to the Front Desk Unit Owner, and no work will be allowed until the certificates are submitted. The Front Desk Unit Owner must be named as an additional insured on the certificates of insurance.

18. The Front Desk Unit Owner has the right to stop any work that is in violation of these Resort Rules, creating a fire or safety hazard, or interfering with activities in the Resort Amenities.

19. Contractors must use their own equipment. No equipment or tools that are the property of Front Desk Unit Owner 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 and No/100 (\$100.00) fine per occurrence. Prior arrangements shall be made in order to cover and protect smoke detectors located in the corridors adjacent to the unit.

21. If the unit'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 Front Desk Unit Owner, and Owner must pay all expenses (including overtime) when using the employee. Contact the Front Desk Unit Owner for current rates.

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

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

24. All workers must check in with the Front Desk Unit Owner 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 Front Desk Unit Owner.

26. Workers may not use power from the Resort Amenities of the Project without permission of the Front Desk Unit Owner.

27. All loading and unloading from vehicles must be directed through the entrance as instructed by the Front Desk Unit Owner.

#### XI. SALES AND REAL ESTATE BROKER/AGENT RULES.

1. **PROCEDURE.** In the event that an Owner offers a unit for sale or lease, the Owner shall notify the Front Desk Unit Owner that Owner is selling or leasing the unit. Owner shall instruct his or her broker/agent to contact the Front Desk Unit Owner for a copy of these Broker/Agent Rules (such form may be faxed directly to the on-site property management office or given to the security guard).

2. **SIGN IN.** The listing broker/agent must sign in and sign out with the Front Desk Unit Owner, leaving the broker's/agent's business card and driver's license.

3. **BROKER HOST.** The listing broker/agent must accompany cooperating brokers/agents and their clients to the Project, as cooperating brokers/agents or clients are not allowed in the Project without the listing broker/agent present. If not represented by a broker/agent, the Owner must accompany prospective buyers. The listing broker/agent or Owner must accompany the cooperating broker/agents and their clients at all times throughout the Project.

4. **NO LOITERING.** The listing broker/agent is not to loiter in the lobby or wander through the Project's Resort Amenities. Broker's/agent's sole purpose shall be to show a specific unit at the Project.

5. **ESCROW.** Owner or the listing broker/agent shall notify the Front Desk Unit Owner when units are in escrow.

6. **LISTING BOOK.** Broker/agent listings are to be placed in a listing book at the security desk.

7. **OPEN HOUSES.** There shall be no open houses or lock boxes. No open house signs, flags or banners shall be displayed on any unit and/or in the Resort Amenities of the Project, Developer and Developer's Project broker excepted.

Nothing herein shall be deemed to limit the rights reserved to Developer in the Declaration.

## **XII. BUILDING MODIFICATIONS.**

1. **STRUCTURAL CHANGES.** Structural changes either within or without a unit shall only be made in the manner provided in the Declaration or Bylaws.

2. **SIGNS.** Owners and occupants shall not erect, affix or place any signs, electrical or otherwise, nor post or suffer to be posted any handbills or other advertising matter, in front of or on the Resort Amenities, or that shall be visible from any point outside of said Owner's unit except in accordance with the Declaration, Bylaws, these Resort Rules and/or other determinations of the Front Desk Unit Owner. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings except with the prior written approval of the Front Desk Unit Owner. The Front Desk Unit Owner 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 occupant requesting the sign, signal or lettering.

3. **PREVENTIVE REPAIR AND MAINTENANCE.** Every Owner of a unit shall, from time to time and at all times, perform promptly all repair, maintenance and alteration work within such Owner's unit, the omission of which would adversely affect the Resort Amenities or any other unit, and shall be responsible for all loss and damage caused by such Owner's failure to do so.

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

5. **OVERLOADING STRUCTURE.** Nothing shall be allowed, done, or kept in any unit or Limited 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 Front Desk Unit Owner with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

6. **INSTALLATION OF EQUIPMENT.** No Owner or occupant, except as otherwise permitted by the Front Desk Unit Owner, 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.

7. **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 Front Desk Unit Owner, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Front Desk Unit Owner. 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 Front Desk Unit Owner in writing, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Front Desk Unit Owner. Any costs incurred due to damages resulting from exterior additions, whether authorized or unauthorized, shall be paid by the Owner.

## **XIII. EMPLOYEES OF THE FRONT DESK UNIT OWNER.**

1. **RESORT MANAGER.** The Front Desk Unit Owner shall have the authority to hire a Resort Manager for the management of the Resort Amenities according to the provisions of the Declaration and Bylaws.

2. **LIMITATION ON DUTIES.** Maintenance employees of the Front Desk Unit Owner are under the sole direction of the Front Desk Unit Owner, 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 therefor have been made with the Front Desk Unit Owner.

3. **EMPLOYEES MAY NOT BE ASKED TO LEAVE.** No employee of the Front Desk Unit Owner shall be asked by an Owner or occupant to leave the Resort Amenities.

#### XIV. **HAZARDS.**

1. **FLAMMABLE MATERIAL.** Unless the Front Desk Unit Owner gives advance written consent in each and every instance, Owner or occupants shall not use any illumination other than electric lights or household candles, and shall not 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.

2. **EXPLOSIVES.** The use of firecrackers and the explosion of any fireworks or other explosives anywhere on the Project premises, including within any unit, is expressly prohibited unless expressly authorized by the Front Desk Unit Owner.

3. **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. Each Owner, his or her employees, contractors, agents, customers, occupants and guests, as appropriate, shall at all times observe and maintain all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Front Desk Unit owner applicable to the use of the Project.

4. **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 unit Owner or occupant responsible for such increase shall pay the same).

5. **SPILLAGE.** Spillage shall be cleaned immediately so as to prevent encroachment upon the Resort Amenities or any unit or harm to persons.

6. **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 or collection pond, if any, is prohibited.

7. **COOPERATION.** All Owners and occupants shall cooperate with the reasonable requests of the Front Desk Unit Owner with respect to matters of conduct in and about the Project.

8. **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 any governmental authority or the Front Desk Unit Owner applicable to the use of the Project.

#### XV. **SWIMMING POOL.**

The main swimming pool is located on the makai portion of the Project between Buildings E and G. The following guidelines will apply to the use of this pool.

1. POOL HOURS ARE AS FOLLOWS:  
Daily - 7:00 A.M. TO 9:00 P.M.
2. Children fourteen (14) years and younger must be accompanied at all times by a responsible adult.
3. The “buddy” system is recommended for all swimmers at all times. No one should swim alone.
4. The use of the pool is expressly limited to Owners, occupants and guests. Each Unit 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, occupants and guests.
5. 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.
6. 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 noise, disturbance or other activity that creates a nuisance to Owners, occupants or guests.
7. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool without proper and effective diaper protection.
8. Inflatable items, sun-mats, surfboards, styrofoam floats, “boogie boards,” or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.
9. No person is to enter the pool after application of any tanning or sunscreen preparation without first taking a shower. Please do not use suntan oil and enter the pool without rinsing off first.
10. 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.
11. NO GLASSWARE OF ANY KIND IS ALLOWED IN THE POOL AREAS. 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 areas is not allowed.
12. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Front Desk Unit Owner, shall be used within the pool, or beach area. Please make sure to turn-off the gas valves if not in use, and keep these areas clean.
13. No pets are allowed in the pool areas at any time, except that visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep Service Animals with them at the pool areas while utilizing such facilities.
14. Only persons dressed in standard swimwear are allowed in the pool. Nudity or nude sunbathing in these areas will not be tolerated.
15. Climbing over the gates and fences in the pool area is prohibited.
16. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool use due to the potential risk of health problems to other individuals.
17. Immoral, lewd or indecent conduct in the pool and fitness center is not permitted.
18. Portable televisions and radios are not permitted unless used with headphones.

19. The Front Desk Unit Owner reserves the right to deny use of the pool areas to anyone at any time.

20. The Front Desk Unit Owner 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 or fitness facilities. The pool and other adjacent recreation areas have no lifeguard on duty.

**XVI. FITNESS CENTER.**

1. FITNESS CENTER HOURS ARE AS FOLLOWS:

Daily - 6:00 A.M. to 9:00 P.M.

2. Owners, their tenants, visitors and guests must be at least eighteen (18) years of age to use the fitness center without an adult or legal guardian present. It is recommended that children not use the fitness center, including the weight lifting equipment.

3. All equipment shall be wiped down after each use.

4. All equipment is to be used as intended. Please lower the weight stacks on the equipment to their start positions to avoid striking other plates. Do not drop weights.

5. Owners shall not store or place any personal equipment in the fitness center.

6. No glass containers or food items are allowed in the fitness center.

7. Lockers are for the convenience of all Owners and, therefore, no overnight storage is allowed.

8. All persons using the fitness center and weight-lifting equipment do so at their own risk.

**XVII. GENERAL RULES.**

1. **OBSERVANCE AND PERFORMANCE OF RESORT RULES.** Each Owner and occupant shall observe and perform these Resort Rules and ensure that its employees, agents, customers, lessees, tenants, visitors, licensees, guests and invitees also observe and perform these Resort Rules. Owners and occupants will be responsible for their employees', agents', customers', lessees', tenants', visitors', licensees', guests' or invitees' observance of all Resort Rules as set forth herein. In the event expenses are incurred due to violations of these Resort 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.

2. **DELIVERIES AND SERVICE AREA.** Only handtrucks equipped with rubber tires and slide guards will be permitted in the buildings of the Project. All deliveries shall only be brought through areas designated by the Front Desk Unit Owner. All persons making deliveries to any Owner or occupant shall sign a delivery log in the office of the Front Desk Unit Owner, or any other place designated by the Front Desk Unit Owner.

3. **HEAVY ITEMS.** All transportation of freight, packages or bulky matter of any description must take place only during hours designated by the Front Desk Unit Owner or the Front Desk Unit Owner and then only with prior notice to and approval by the Front Desk Unit Owner. The Front Desk Unit Owner or the Front Desk Unit Owner 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 Front Desk Unit Owner). 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.

4. **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 a unit shall be repaired and paid for by the Owner of such unit as set forth in the Bylaws. Water conservation should be practiced in the Project at all times by Owners.

5. **ACCESS.** The Front Desk Unit Owner is not required to give access to units or buildings without the written permission of a responsible Owner.

6. **CHILDREN.** Children are welcome at the Project although, by necessity, certain restrictions must be placed on their activities. Children are to play in areas either designated or clearly intended for play. They are not to play in public halls or elevators, or other Resort Amenities that would cause a disruption or disturbance. Reasonable supervision by parents or guardians must be exercised at all times when children are playing within the Project. Parents or guardians are responsible for the conduct of their minor children, grandchildren, nieces and nephews. Because of the Front Desk Unit Owner's concern for their safety and to ensure the comfort and privacy of other residents, children must not be allowed in the elevators, passageways, recreation areas, lobbies or other Resort Amenities unless accompanied by an adult. Outside of the building and parking areas obviously are not proper places for children to play, and because of the hazards present, the Front Desk Unit Owner must insist that all children, regardless of age, remain out of these areas unless accompanied by a parent or guardian. For additional rules regarding children, please see the section of these Resort Rules regarding Resort Amenities, recreation facilities, and swimming pool, Section XV herein.

7. **WINDOWS.** To enhance the beauty of the building, curtains, drapes, shutters, blinds, and other window 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 that 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 Front Desk Unit Owner. The Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window materials must be kept in good condition. The Front Desk Unit Owner can compel the Owners of a unit 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 units or lanais.

8. **SUGGESTIONS AND/OR COMPLAINTS.** Suggestions and/or complaints regarding the Project shall be in writing to the Front Desk Unit Owner.

#### **XVIII. VIOLATIONS OF THESE RESORT RULES.**

##### **1. REPORTING VIOLATIONS AND DAMAGES.**

a. Whenever possible, violations of these Resort Rules should be reported to the Front Desk Unit Owner. The Front Desk Unit Owner will keep the identity of the complainant confidential.

b. All corrective actions regarding violations of these Resort Rules and damages to the Resort Amenities will be enforced by the Front Desk Unit Owner and should be reported promptly to the Front Desk Unit Owner.

c. Damage to Resort Amenities shall be surveyed by the Front Desk Unit Owner, and the cost of repair or replacement and any legal fees incurred may be assessed by the Front Desk Unit Owner against the person or persons responsible, including, but not limited to, against Owners or occupants for damage caused directly or indirectly by their guests.



**2. THE VIOLATION OF ANY RESORT RULES ADOPTED BY THE FRONT DESK UNIT OWNER SHALL GIVE THE FRONT DESK UNIT OWNER OR ITS AGENTS THE RIGHT TO:**

a. ENTER THE UNIT 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 FRONT DESK UNIT OWNER SHALL NOT THEREBY 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

b. 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 OCCUPANTS, AND/OR

c. LEVY FINES, IN THE DISCRETION OF THE FRONT DESK UNIT OWNER.

**XIX. COMPLIANCE WITH WAILEA BEACH RESORT AND RESIDENCES ASSOCIATION DOCUMENTS.**

Notwithstanding anything herein to the contrary, these Resort Rules shall be subject to the Declaration and the Bylaws, as amended from time to time (the "**Project Documents**"), and in the event of any conflict between these Resort Rules and the Project Documents, the Project Documents shall govern and the Front Desk Unit Owner shall make such changes to these Resort Rules as necessary from time to time to comply with the Project Documents.

In keeping with the foregoing, Developer shall not be required to obey and observe the Resort Rules to the extent any of the provisions hereof are inconsistent with the rights reserved to Developer in the Declaration and the Bylaws, including, without limitation, Article IX, Moving and Furniture Moves, Article X, Redecoration and Alteration; Contractors/Sub-Contractors, and Article XI, Sales and Real Estate Broker/Agent Rules, of these Resort Rules as the same may be amended.

**XX. AMENDMENTS.**

WAILEA HOTEL & BEACH RESORT, L.L.C., Developer herein, as the initial owner of the Front Desk Unit, may amend these Resort Rules in any manner without the joinder, consent or approval of any other party. These Resort Rules may be amended by the Front Desk Unit Owner, in its sole discretion, and shall become effective when published to all unit Owners.

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Developer, acting as the initial Front Desk Unit Owner, hereby adopts the foregoing as the Resort Rules of Wailea Beach Resort & Residences on behalf of the Front Desk Unit Owner this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WAILEA HOTEL & BEACH RESORT, L.L.C., a Delaware limited liability company

By \_\_\_\_\_

Name: Kathryn Inouye  
Its: Development Manager