

ASSOCIATION OF APARTMENT OWNERS (AOAO) OF MAUI VISTA

House Rules—Revised June 8, 2023

The purpose of these administrative *House Rules* and regulations is to:

- 1) Protect all owners and residents of Maui Vista Condominiums, hereinafter called the "Project," from annoyance and nuisance caused by improper use of the apartments or the common elements in the complex, and to protect the reputation and desirability of Maui Vista by providing maximum enjoyment of the Project.
- 2) Protect all owners' investment in the Project from decreased valuation caused by neglected maintenance and/or improper modification of the apartments or the common elements in the complex.

The full authority and responsibility of enforcing these *House Rules* reside in the Board of Directors of the Association of Apartment Owners (AOAO), hereinafter called the "Board." The Board may delegate that authority and responsibility to a Managing Agent and/or General Manager hereinafter called the "General Manager." All owners, their families, tenants, employees, and any other persons using the Project on their behalf, shall be bound by these *House Rules* and by standards of reasonable conduct whether covered by these rules or not.

These *House Rules* are subject to the governing *Declaration of Horizontal Property Regime, By-Laws*, and other related documents of the Project.

For ease of use, these *House Rules* are presented in three (3) categories based upon their predominant impact on:

- I. Resident/guest use/responsibilities.
- II. Owner condominium use/responsibilities/maintenance.
- III. Owner condominium renovations/improvements.

Topical Searches:

As with any large document, it can be hard to find items in the *House Rules*. This instruction is meant to make the process of searching for specific topics easier for the reader.

PDF documents can easily be searched using the "Find" feature. Adobe Acrobat or Microsoft Edge will highlight every occurrence of any word or phrase entered throughout the *House Rules*. Readers can then easily find the specific use of the word or phrase for which they searched.

Instructions-

- 1) Open *House Rules*.
- 2) Press the **CTRL** and **F** keys together.
- 3) A search box will open on top of the *House Rules*; enter the desired word or phrase and press **Enter**.
- 4) The first occurrence of the word/phrase will become highlighted (if it appears in the *House Rules* exactly as entered) and the buttons provided can be used to navigate through each occurrence.

Examples of common search terms include:

- | | | |
|-------------------|-----------|--------------|
| • Air Conditioner | • Lockout | • Pool Rules |
| • Animals | • Noise | • Remodel |
| • Lanai | • Parking | • Smoking |

If you have any difficulties finding a specific topic, or have questions about the *House Rules*, please contact the Maui Vista AOAO Office.

ASSOCIATION OF APARTMENT OWNERS (AOAO) OF MAUI VISTA

HOUSE RULES

Revised June 8, 2023

Table of Contents

	Page
Section I—Resident/Guest Use/Responsibilities	
I.1 AOA Office	1
I.2 Barbecuing	1
I.3 Common Areas	1
I.4 Detergent Use/Drainage	1
I.5 Fireworks	1
I.6 Guest Conduct	1
I.7 Lock-Outs	1
I.8 Noise Limitations	1
I.9 Pool Use	2
I.10 Refuse Disposal	2
I.11 Registration & Parking	2
I.12 Safety	2
I.13 Smoking/Vaping	3
I.14 Solicitation	3
I.15 Tennis/Pickleball Court Use	3
Section II—Owner Use/Responsibilities/Maintenance	
II.1 Section 1 <i>House Rules</i> Application	4
II.2 Absentee Owners	4
II.3 Animals	4
II.4 Annual Filings	5
II.5 AOA Access	5
II.6 AOA Guest Reservations	5
II.7 AOA Office	5
II.8 Bicycles/Bikes	6
II.9 Civility/Decorum	7
II.10 Damages	7
II.11 Detergent Use/Drainage	7
II.12 Drones	7
II.13 Evictions	7
II.14 Guests/Contractors	7
II.15 House Rules - Petition to Change	7
II.16 Insurance Requirements	8
II.17 Large Item Deliveries	9
II.18 Legal Conformity	9
II.19 Local Agent Designation/Access	9
II.20 Lock-Outs	10
II.21 Noise Limitations	10
II.22 Non-Owner Conduct	11

II.23	Non-Owner Occupancy/Use	11
II.24	Occupancy/Use.....	11
II.25	Parking Areas.....	11
II.26	Penalties	14
II.27	Uniform Appearance	17
II.28	Vendors and Contractors	19
Section III— Owner Condominium Renovations/Improvements		
III.1	Remodel Requirements	21
III.2	Air Conditioners.....	21
III.3	Construction Noise.....	22
III.4	Doors and Windows	22
III.5	Kitchen/Bathroom Projects.....	23
III.6	Plumbing Projects	23
III.7	Vendors and Contractors	24
III.8	Water Heaters and Washing Machine Hoses	24

Section I—Resident/Guest Use/Responsibilities

- I.1 AOAO Office. The Maui Vista AOAO Office does not operate as a hotel “front desk” and will not accept or be responsible for storing mail or luggage for any resident or guest. Guests requesting to leave luggage in the AOAO Office for any reason will be referred to the unit’s booking agent.
- I.2 Barbecuing. BBQing is not permissible within the apartment or on lanais. BBQ units are provided in designated areas. No more than ten (10) outside guests are allowed at a BBQ area without prior approval of the General Manager. Cooking must be completed by 10:00 PM. Propane gas will automatically shut off at 10:00 PM.
- I.3 Common Areas. No loitering or recreational activities are permitted in corridors, elevators, parking areas, driveways, sidewalks or hallways including, without limitation, sporting activities, riding of bicycles/bikes, skateboards, roller skating or roller blades. No apartment owner or occupant shall place, store or maintain in the halls, lobbies, stairways, walkways, grounds or other common elements any furniture, packages or objects of any kind, or otherwise obstruct transit through such common elements. Furniture placed in any common area by the Association is for use in that specific area and must not be moved therefrom.
- I.4 Detergent Use/Drainage. All upstairs units are required to use low suds soap, in small quantities, for washers so as not to cause flooding/backup problems in lower units. Repeat violators may be required to pay a per-incident clean up fee.
- I.5 Fireworks. The use of fireworks anywhere within the Project is expressly prohibited.
- I.6 Guest Conduct. Guests shall be responsible for adherence to these *House Rules* by themselves and their guests.
- I.7 Lock-Outs. In the event of a lockout, guests should contact the owner, rental agent, 24-hour on-island representative, or a locksmith at their own expense.
- I.8 Noise Limitations. The following expectations apply to noise at Maui Vista:
 - 1) Audio equipment including, but not limited to, TVs, stereos, tape recorders, and musical instruments shall always be played at levels which will not disturb other occupants. Earphones must be utilized while in common areas. No amplified music shall be played in the common areas.
 - 2) All persons using corridors, stairways, elevators, sidewalks and driveways within the complex shall keep noise to a minimum.
 - 3) Every attempt should be made to keep doors from slamming.
 - 4) Quiet time is between the hours of 10:00 PM to 8:00 AM. Your cooperation in keeping noise to a minimum will be appreciated.
 - 5) No loitering or recreational activities are permitted in corridors, elevators, or parking areas of the Project.

Section I—Resident/Guest Use/Responsibilities

- I.9 Pool Use. The following expectations apply to Maui Vista swimming pool use: The pools may be used only between the hours of 8:30 AM and 10:00 PM.
- 1) For their health and safety, children under fourteen (14) years of age may not be in the pool area unless accompanied by an adult apartment occupant.
 - 2) Guests of apartment occupants will be permitted the use of the pools during pool hours if accompanied by an apartment occupant. Occupants are limited to having a total of two (2) guests in the pool area at any one (1) time unless prior General Manager approval has been obtained.
 - 3) The pool is for the exclusive use of all occupants and their guests, and occupants are responsible for the conduct of their guests.
 - 4) Showers must be taken, and all sand and suntan oil shall be removed before entering the pool.
 - 5) Spitting and blowing the nose in the pool and pool area are strictly prohibited.
 - 6) Running, making loud noises, and "horseplay" are not permitted in the pool or adjacent area.
 - 7) Splashing of water other than that accompanying normal swimming is not permitted.
 - 8) Gum, toys, glassware, inflatable mats, tubes, diving equipment or similar items shall not be permitted in the pool or adjacent area. No furniture may be placed in the pool.
 - 9) All bobby and hairpins must be removed prior to entering the pool.
 - 10) No animals are allowed around the pool area or in the pool; provided, however, that notwithstanding any other provision herein, visually impaired persons may use guide dogs as defined in *Chapter 515, Hawaii Revised Statutes*, hearing impaired persons may use signal dogs as defined in *Chapter 515, Hawaii Revised Statutes*, and physically impaired persons may use service animals as defined in *Chapter 515, Hawaii Revised Statutes*, as reasonably necessary for enjoyment of the Project.
 - 11) Persons violating these *House Rules* may be asked by the Manager or Security to leave the pool or adjacent area.
 - 12) All persons will comply with the requests of the General Manager or Security with respect to matters of personal conduct in and about the pool and adjacent area. It is requested that any violations be called to the attention of the General Manager or Security.
- I.10 Refuse Disposal. All trash and garbage shall be deposited in locations designated for such purpose. Trash chutes are not to be used before 8:00 AM and after 9:00 PM to avoid disturbing occupants. Bottles are not to be thrown down trash chutes unless wrapped in paper and bagged; this will avoid damage to the chute and lessen noise. Bottles not properly wrapped and bagged, and large or bulky items should not be placed in trash chutes. These items should be deposited in the dump bins in the trash rooms on the ground level. No construction debris, furniture or appliances are allowed in trash chutes or trash rooms; owners and/or occupants must make arrangements for disposal of these items.
- I.11 Registration & Parking. Guests are required to 1) register with the Maui Vista AOAO Office upon arrival, and 2) obtain appropriate parking permit(s) if they have a vehicle and/or bicycle/bike. If the AOAO Office is closed, the guest is to contact security or go to the AOAO Office at the first opportunity when it reopens.
- I.12 Safety. Nothing shall be thrown from lanais, windows and entrance balconies.

Section I—Resident/Guest Use/Responsibilities

- I.13 Smoking/Vaping. No smoking or vaping is permitted on the lanais, in apartments, or on property outside of the designated smoking areas. Designated smoking areas are at the bench in the grass triangle in front of Bldg 2; the stone table lawn area at back of property next to Bldg 3 tennis and tennis/pickleball courts; and, the tree area atop the main drive.
- I.14 Solicitation. No commercial solicitation or canvassing of goods or services shall be permitted at the Project. Solicitation of proxies or distribution of materials relating to AOAO matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place, and manner.
- I.15 Tennis/Pickleball Court Use. The following expectations apply to Maui Vista tennis and tennis/pickleball court use:
- 1) The tennis and tennis/pickleball courts are available on a first come, first served basis for the exclusive use of owners, owner's family members, long term tenants, guests and includes the provisions established in the annual contract agreement with the Tennis/Pickleball Instructor. Owners and the tennis/pickleball instructor are responsible for the conduct of their tenants, guests, and students.
 - 2) Use of the tennis courts during busy periods may be regulated by the General Manager.
 - 3) Use of the courts is limited to three (3) sets if other occupants are waiting or indicate a desire to use the court.
 - 4) The tennis and tennis/pickleball courts are open for tennis play from 8 AM to dusk and pickleball play from 9 AM to dusk and will be closed if inclement weather is believed to be making the area unsafe.
 - 5) Only non-marring soled shoes (no slippers) will be permitted on the tennis and tennis/pickleball courts. No black-soled shoes or any other marring-soled shoes are allowed on the court. No food or drink is allowed on the courts except water in unbreakable containers.
 - 6) The tennis and tennis/pickleball courts are to be used for tennis and tennis/pickleball play only. No professional tennis or pickleball instruction is allowed, except as contracted for by the AOAO. No other use is permitted (i.e., skateboards, roller skates, etc.).
 - 7) All persons will comply with the posted *Court Rules* and requests of the General Manager with respect to matters of use and personal conduct in and about courts and adjacent areas. It is requested that any violations of these *House Rules* be called to the attention of the General Manager.
 - 8) Rackets and balls may be rented at the AOAO Office. Door codes for access are issued at the AOAO Office for owners and guests. After hours and weekend access to codes, rackets and balls can be obtained through Security until their supply runs out.

Section II—Owner Use/Responsibilities/Maintenance

- II.1 All of the *House Rules* previously presented in *Section 1—Resident/Guest Use/Responsibilities* shall also apply to owner uses.
- II.2 Absentee Owners. At their expense, absentee owners shall have an agent, friend or house cleaner conduct bi-weekly inspections of closed apartment(s) for water leaks or other issues of a similar concern, assuming responsibility for the contents thereof. It is ***strongly recommended*** that all owners install leak detection devices that provide immediate notification, with water sensors placed at all points of water connections in their apartment(s)—refrigerator, faucets, hot water heater, etc. Regardless of whether the owner is a resident or absentee owner, water leaks of any kind should be reported to the General Manager immediately upon discovery. The General Manager will assist in determining if the leak is the responsibility of the AOAO Maui Vista or apartment owner responsibility.
- II.3 Animals. No animal whatsoever including dogs, cats, birds and other animals commonly accepted as household pets, shall be allowed to reside in any unit or on property. However, the following policy has been established for service animals pursuant to, and in compliance with, the *Americans with Disabilities Act (ADA)* and the *Federal Fair Housing Act (FFHA)*. No animal will be permitted at Maui Vista without its owner having provided the following appropriate documentation:
- 1) An individual with a disability can request an accommodation to have an animal including service, emotional support, and/or a comfort animal (hereafter referred to as service animal). The owner, guest, or tenant needs to present the AOAO Office with a signed letter from a health care provider clearly stating that the person has a disability covered by FFHA and the service animal in question is necessary to assist the person with his/her functional limitations related to his/her disability. There is no requirement for training or certification of the animal.
 - 2) Any owner/visitor who provides documentation that satisfies either the ADA or FFHA criteria is authorized to have a service animal on property. Documentation provided will be copied and placed in the unit file where it will remain private and only serve as authentication for the individual's disability need. If the person's disability and need for the animal is readily apparent or known, the AOAO may not request any additional information for approving the requested reasonable accommodation.
 - 3) Animals should not need to access grassy areas on property except in the assigned service animal relief area located at the SE top of Maui Vista's property. Service animals must use the existing paved access path, or parking lot, to reach the dedicated relief area. Owners, guests, and tenants will be responsible for picking up waste and disposing of it properly. Service animals should be under control at all times and not disturb others when in areas of the pool, BBQ, or tennis and tennis/pickleball courts. Service animals are not allowed "in" any swimming pool at any time.
 - 4) An owner, guest, or tenant who cannot comply with this policy due to disability can request an exception from the Board. After review of the request, the Board will decide whether reasonable accommodation should be made for the individual within twenty-four (24) hours. Once the AOAO has established that the individual meets the ADA and/or FFHA's definition of disability, the request for further documentation should only seek information that is necessary to evaluate specific considerations requested for an animal because of a disability.

Section II—Owner Use/Responsibilities/Maintenance

- II.4 Annual Filings. Pursuant to *Hawaii Revised Statutes* 521-43(f) and Section 3.48.305 of the *Maui County Code* (MCC), owners are annually required to provide certain condominium-related information. The Maui Vista AOAO Office primarily collects this information via a 1) *Maui Vista On-Island Agent and Representation Form*, and 2) *Condominium Use Declaration Form*.

Failure to provide these completed forms annually in a timely manner may result in fines pursuant to Section II.24, *Penalties*, of these *House Rules*.

- II.5 AOAO Access. Pursuant to *Hawaii Revised Statutes* 514B-137(b), the Manager will retain a passkey or door code to each apartment for access in an emergency, maintenance, or protection of the common elements or another apartment. If the apartment lock is changed, the Manager must be given an updated key or code. In the event an additional deadbolt lock is installed, the Manager must also be provided a copy of the deadbolt key. If no key is provided to access the door and/or deadbolt, and an emergency occurs, emergency responders may be required to force entry into the unit. The cost of repairing the door/lock in these circumstances will be the responsibility of the apartment owner.

Failure to comply with this Section could result in fines as articulated in *Section II.24 Penalties*. In addition, upon the 4th violation, the Board will replace the lock at the apartment owner's expense.

- II.6 AOAO Guest Reservations. Apartment Owners, or their designated Maui agent, must utilize the owner's unit reservation system to notify the Maui Vista AOAO Office of the names and length of anticipated occupancy of lessees, renters, or guests and must instruct these occupants to 1) register with the Maui Vista AOAO Office upon arrival, and 2) obtain appropriate parking permit(s) if they have a vehicle and/or bicycle/bike. If the AOAO Office is closed, the guest is to contact security or go to the AOAO Office at the first opportunity when it reopens.

Apartment Owners whose guests arrive without paperwork and are not identified in the reservation system will be fined \$50 per incident. Documented last minute reservations will be exempt. Owners or their designated Maui agent are required to furnish occupants with the portion of these *House Rules* appropriate for residents/guest.

The Maui Vista AOAO Office is open for "association business" and does not operate as a hotel "front desk". Therefore, AOAO staff are not obligated or accountable for your guests, bookings, or assisting guests with room information, keys, codes, or lockouts. Guests have frequently arrived without a unit number, paperwork, directions, keys or codes. The reservation system was created to provide staff with access to arrival information without requiring extensive time with guests.

An administrative fee of \$100 will be imposed on owners when staff dedicate more than fifteen (15) minutes with a guest who arrive without correct, and/or sufficient arrival information in the system.

- II.7 AOAO Office. The Maui Vista AOAO Office will not accept or be responsible for storing mail or luggage for any owner or guest. Guests requesting to leave luggage in the AOAO Office for any reason will be referred to the unit's booking agent.

Section II—Owner Use/Responsibilities/Maintenance

II.8 Bicycles/Bikes. Only owners and their resident visitors, guests, and/or tenants may park their respective bicycles/bikes at Maui Vista. The following procedures governs the parking/storage of bicycles/bikes at Maui Vista:

- 1) Registration/Parking Decals- Owners, tenants, and guests are required to register their bicycles/bikes with the AOAO Office, giving their name, telephone number, make of bicycle/bike prior to occupying their unit. Resident owners and long-term residents will be assigned a numbered parking sticker to identify their bicycle/bike. Vacation rental guests will be provided with a temporary parking pass, which shall note an expiration date.
- 2) Limitations- Only bicycles/bikes in working order may be parked in the provided bicycle/bike storage racks provided adjacent to the vehicle parking lots near each Bldg. Bicycles/bikes are not permitted on and may not be stored on the lanai/balconies, pursuant to Section II.7.3 of these *House Rules*.
- 3) Improper Parking/Abandonment- Each bicycle/bike shall be parked, and may be secured, in one (1) stall within the bike rack. Improperly parked bikes will be tagged with a violation notice including removal/disposal within twenty-four (24) hours, unless corrected within this time period.

Any abandoned bicycle/bike or bicycle/bike without a valid parking pass found on Maui Vista property will be tagged with a violation notice and given twenty-four (24) hours to be registered, moved to an appropriate bicycle/bike rack, registered, and/or removed. At the end of the 24-hour time period, the bicycle/bike in violation, in or on the common elements of Maui Vista, will be disposed of in any one of the following ways (at the sole discretion of the General Manager):

- sold in a commercially reasonable manner;
- stored at the expense of its owner;
- donated to a charitable organization; or,
- otherwise dispose of such bicycle/bike.

Provided that no such sale, storage, or donation shall occur until sixty (60) days after the General Manager complies with the following:

- The owner is notified in writing of:
 - the description of the bicycle/bike and its location; and,
 - the General Manager's intent to so sell, store, donate, or dispose of the bicycle/bike on behalf of the AOAO Board. Notification shall be by certified mail, return receipt requested, to the bicycle/bike owner's address as shown by the records of the AOAO, or to an address designated by the owner for the purpose of notification; or,
 - If neither of these is available, to the owner's last known address, if any; or if the identity or address of the owner is unknown, the General Manager shall first advertise the sale, donation, or disposition at least once in a daily newspaper of general circulation within the County of Maui.
- 4) The proceeds of any sale or disposition of the bicycle/bike as set forth above shall, after deduction of any accrued costs of mailing, advertising, storage, and sale, be held for the owner for thirty (30) days, after which any proceeds not claimed shall become the property of the AOAO (*Hawaii Revised Statutes* (HRS) Section 514B-139).
 - 5) Parking Courtesy- Owners and occupants parking their bicycles/bikes in the provided bicycle/bike storage racks will provide courtesy to other users.

Section II—Owner Use/Responsibilities/Maintenance

- II.9 Civility/Decorum. Owners shall maintain a level of civility at all times, refraining from using any form of bullying or offensive behavior toward guests, other owners, and/or AOAO staff and ensure behavior is neither offensive nor intimidating.
- II.10 Damages. All damage to the buildings, caused by the moving and carrying of articles therein, shall be the responsibility of the owner and occupant causing such damage. Any damage to the property of others, including the common elements, resulting from misuse of the Project's facilities, of any nature or character whatsoever, shall be paid for by the owner of the apartment in which the person(s) responsible for such misuse reside(s).
- II.11 Detergent Use/Drainage. All upstairs units are required to use low suds soap, in small quantities, for washers so as not to cause flooding/backup problems in lower units. A sign, approved by the Board, will be provided by the AOAO to be placed on each washer to use low suds soap. Repeat violators will be required to pay a fee determined by the Board per cleanup incident.
- II.12 Drones. The flying of drones on or above Maui Vista property is expressly prohibited.
- II.13 Evictions. Apartment owners unable to control the conduct of their tenants, employees, and/or any other persons using the Project on their behalf, when such a person fails to observe all of the provisions of *Chapter 514A, Hawaii Revised Statutes* and/or the AOAO governing documents, shall, if so requested by the Board or General Manager, immediately remove (directly or through the designated agent) the lessees, renters, and/or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.
- II.14 Guests/Contractors. Owners shall be responsible for guests and contractors to ensure no damage or abuse to any portion of the common elements. Costs of such damage will be the responsibility of the apartment owner.
- II.15 House Rules - Petition to Change. There may be times when an owner desires a change or modification to the *House Rules*. These issues can often be resolved through a request to a current Board Member. In cases where this is not satisfactory, owners have the opportunity to carry their request forward to the general membership.

Owners requesting a change to the *House Rules* should obtain signed petitions from at least seventy (70) owners requesting the issue be brought to a vote by all owners. The Board may seek clarification and/or will offer advice should there be a question of legality or legal wording of the document.

Once seventy (70) or more owners have signed the petition, the Board will arrange for all owners to vote on the issue in question. This vote will be conducted at AOAO expense. A deadline of one (1) year will be imposed during which time owners can vote on this matter. Changes to the *House Rules* require a simple majority (50.1%) of the common interest areas (as shown in the Declaration of Horizontal Property Regime of Maui Vista).

Changes to the *By-Laws* are covered under Article IX, Section 14 of the *By-Laws*.

Section II—Owner Use/Responsibilities/Maintenance

II.16 Insurance Requirements Maui Vista Owners are required to have the following minimal insurance coverages and are **highly recommended** to carry adequate insurance to fully cover the AOAO insurance coverage deductibles:

- 1) Owners must provide evidence of this insurance to the AOAO Office at the expiration date annually. A record of the insurance company, policy number, and policy expiration date will be maintained on the AOAO data base. Owners must provide a copy of the Declaration Page of the Homeowner's *HO6 Insurance Policy*. This Declaration Page is to be sent to the AOAO every year when the policy is renewed or updated. Owners can request their insurance agent forward the required information to the AOAO by having the AOAO added as a "certificate holder" on their policy.
- 2) To protect all Maui Vista owners, the Board **requires** the following minimum insurance coverages:

- Dwelling: \$15,000
- Personal property: \$25,000

The Board **strongly recommends** the following insurance coverages:

- Dwelling: \$50,000 (AOAO Policy Deductible)
- Loss Assessment: \$10,000
- Personal liability: \$500,000
- Loss of use: \$10,000
- Medical payment to others: \$5,000 each person

- 3) Owners electing to secure insurance coverage below the recommended AOAO insurance policy deductible level will be personally liable for the cost of any loss above their insurance coverage but below the AOAO insurance coverage.
For example, an owner who elects to insure at the minimally required \$15,000 level and suffers a loss costing \$75,000 to repair would be personally responsible for the \$35,000 gap between the \$15,000 policy coverage and the \$50,000 level when the AOAO policy coverage would begin.
- 4) If an owner fails to provide proof of required insurance within sixty (60) days of the termination of the insurance, the Board will purchase a *Homeowner's HO6 Policy* for the owner with the required and recommended amounts as shown above. The owner will be invoiced for the cost of the insurance, a \$50.00 fine, and an administrative fee of \$200.00. If owners provide proof of insurance after being invoiced, the policy purchased by the AOAO will be cancelled; however, the fine and administrative fee will still be charged.
- 5) The AOAO Office maintains a log of owner expiration dates and sends notices to owners upon expiration if a policy has expired and not yet updated. The following procedure will be followed to ensure all owners maintain updated insurance policies:
 - i. Date of Expiration: Reminder email/letter sent to owner that insurance has expired.
 - ii. Two (2) Weeks after Expiration Date: First letter submitted to owner.
 - iii. One (1) Month after Expiration Date: Second letter submitted providing thirty (30) days to comply.
 - iv. Two (2) Months after Expiration Date: AOAO will purchase an insurance policy in the owner's name and bill the owner for the insurance plus a \$50.00 fine for non-compliance and a \$200.00 administrative fee.
 - v. This purchased insurance policy will have both the required insurance and the recommended insurance coverage. There is no additional windstorm, rain or hurricane coverage in the policy.

Section II—Owner Use/Responsibilities/Maintenance

- 6) Failure to pay the cost of insurance, fine and administrative fee may result in a lien being filed against the property.
 - 7) The AOAO general insurance policy covers damage to the building “as originally built” with a \$50,000 deductible for water leak and other incidents. This deductible is what must be covered by the individual owner’s dwelling/liability coverage, less the deductible of the individual policy which is usually \$500. “As originally built” means when the condo was initially built. The AOAO does not cover updating/remodeling of any unit.
 - 8) Nothing in this Section precludes owners from working together to mitigate an issue between two (2) parties without the need for insurance involvement, provided the incident is under the AOAO Master Policy deductible amount. In incidents involving multiple units for which there is a need to exchange *HO6 Insurance Policy* information, the General Manager will provide the insurance information for each unit to the corresponding unit’s insurance agency for its review.
- II.17 Large Item Deliveries. Twenty-four (24) hours' advance notice must be given the General Manager when household goods or large items of furniture are to be moved through corridors, stairways, or elevators.
- II.18 Legal Conformity. None of the provisions of the Project documents are intended to be in contravention of the *State Fair Housing Act* or *Federal Fair Housing Act*. The Board will at all times comply with the provisions of the *Fair Housing Acts* when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the Project if the proposed modifications are necessary for their full enjoyment of the Project. The Board will also comply with the provisions of the *Fair Housing Acts* when acting upon requests by handicapped persons for exemptions from any of the provisions of the project documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoyment of their apartments and/or the common elements of the Project.
- II.19 Local Agent Designation/Access. Apartment owners shall be responsible for designating a local agent residing on the Island of Maui, to represent their interests when not on Maui, or, if they reside on Maui and will be absent from Maui for more than thirty (30) days [*Hawaii Revised Statutes 521-43(f)*]. In such circumstances, the owner shall file with the General Manager an out-of-town address and phone number, and the phone number of the local (Maui) agent. The “on-island” agent shall be responsible for both the owner’s condominium and vehicle stored on property if applicable.
- Failure to provide the completed forms annually, pursuant to Section II.4, *Annual Filings*, of these *House Rules*, may result in fines pursuant to Section II.24, *Penalties*, of these *House Rules*.
- In case of an emergency, the AOAO will contact the on-island representative. Should that contact not respond, then the AOAO will also advise the owner of the incident. Should the incident involve a potential insurance claim or serious violation, the owner of the unit will automatically be advised as well as the on-island representative.
- In some cases, it may be necessary for an AOAO employee to enter the unit immediately to mitigate damage, such as incidents involving fire or water leakage.

Section II—Owner Use/Responsibilities/Maintenance

II.20 Lock-Outs. The General Manager and/or Maui Vista AOAO Office personnel are not required to give access to any apartment. In the event of a lockout, guests should contact the owner, rental agent, 24-hour on-island representative, or a locksmith at their own expense. Owner occupants should contact a locksmith at their own expense, except during AOAO Office house when the owner may request access to their house key.

II.21 Noise Limitations. The following procedures govern noise at Maui Vista:

- 1) Audio equipment including, but not limited to, TVs, stereos, tape recorders, and musical instruments shall be always played at levels which will not disturb other occupants. Earphones must be utilized while in common areas. No amplified music shall be played in the common areas.
- 2) All persons using corridors, stairways, elevators, sidewalks and driveways within the complex shall keep noise to a minimum.
- 3) Every attempt should be made to keep doors from slamming.
- 4) The following applies to construction within individual units:

Note- The Owner Remodeling Form (available on the AOAO Maui Vista website) must be submitted to the AOAO Office prior to work starting (see III.1 in these House Rules for detail).

Contractors - Weekdays Only:	8:00 AM to 5:00 PM
Owners only - Weekdays:	8:00 AM to 5:00 PM / quiet work until 7:00 PM
Owners only:	Saturdays: 10:00 AM to 5:00 PM
Owners only:	Sunday: 11:00 AM to 3:00 PM

Note- No power tools or saws may be used on Sunday

Note- "Wet sawing" can be done on Lanai – "Dry sawing" only inside unit

- 5) Excessive noise of any type, specifically including noisy vehicles, motorcycles, and motorbikes, caused at any time is strictly prohibited. Excessive noise from vehicles, motorcycles or motorbikes will result in banning them from entering the property.
- 6) Quiet time is between the hours of 10:00 PM to 8:00 AM. Your cooperation in keeping noise to a minimum will be appreciated.
- 7) No loitering or recreational activities are permitted in corridors, elevators, or parking areas of the Project.
- 8) Noise level standards for AC Units during quiet time hours shall be as follows:

Outside Readings: If the reading is 50 db or higher measured at the walkway with a decibel meter, the offending air conditioner needs to be turned off until fixed or replaced.

Inside Readings: The reading will be taken from the location where the complaining tenant/owner normally sits, sleeps, or wherever he/she is when inconvenienced by the noise. Noise levels shall not exceed 50 db for more than six (6) seconds per minute or three (3) seconds per half minute. If the noise level is consistently in excess of 50 db, the AC or other noise source being measured needs to be turned off until fixed or replaced.

Note- The State Department of Health has established the noted noise levels as the standard (Hawaii Department of Health, Title 11, Chapter 46, Section 4).

Law and Department of Health standards supersede AOAO *House Rules* and will be immediately applied should they be revised.

Section II—Owner Use/Responsibilities/Maintenance

- II.22 Non-Owner Conduct. Apartment owners shall each be responsible for the conduct of their lessee(s), renter(s) and/or guest(s).
- II.23 Non-Owner Occupancy/Use. Subject to the terms of the applicable Apartment Deed and the governing documents of the AOAO, apartment owners may lease or rent their apartment(s) to other persons or make their apartment(s) available to friends, but the owner is responsible to assure the person or persons leasing, renting, or living in the apartment(s) abide(s) by the governing *Declaration of Horizontal Property Regime*, *AOAO By-Laws*, these *House Rules*, and other related documents of the Project.
- II.24 Occupancy/Use. Apartments (units) shall be used only as residences and shall not be used for business or other purposes. No trade or business of any kind may be conducted in or from any residential apartment except that an owner or occupant residing in an apartment may conduct such business activity within the apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the condominium property who do not reside in the condominium; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and/or (iii) a license is required.

- II.25 Parking Areas. Only owners and their resident visitors, guests, and/or tenants may park their respective vehicles over night at Maui Vista. The following procedures govern vehicle parking at Maui Vista:

- 1) Capacity- Maui Vista's main lot has more than 280 parking spaces. Maui Vista has 280 condos; therefore, the policy of one (1) condo-one (1) parking space is established. Except as otherwise permitted, owners and occupants of apartments, whether they be one (1) bedroom or two (2) bedroom units, are permitted to use a total of only one (1) parking stall. Except as otherwise noted, owners who have renters/guests who bring a vehicle and occupy their condo(s) must remove their personal vehicle from the main parking lot prior to their tenant/visitor/guest taking residency.
- 2) Stored vehicles- Stored vehicles are to be parked in areas designated by the Board. The owner is also required to leave a set of keys with the AOAO Office for emergencies or have a responsible party on island who can respond with the vehicle keys in a timely manner. Stored vehicle must be properly maintained. Owners who do not rent their unit, and who are leaving the island, are asked to park their vehicle at the NE corner of the property (see item #8 *Temporary Additional Permits* below). There are approximately thirty-five (35) additional reserved parking spaces at the far east side of the property. These spaces are available for rent to owners and long-term tenants/guests (residing at MV for more than six [6] months a year) who have an additional vehicle.

Section II—Owner Use/Responsibilities/Maintenance

Only vehicles with current insurance and state registration are permitted to be parked on the property. Vehicles must be clean, esthetically presentable, otherwise not being used as a storage container, and be able to be put into operable condition in case it needs to be moved in an emergency or to permit maintenance. Owners arranging to place their vehicles in a state-approved “storage mode” will be required to turn in their license plates to authorized officials and must provide State documents to the AOAO Office authenticating the vehicle’s status to be parked at Maui Vista.

No campers, boats, catamarans, trailers, or any vehicle larger than a passenger car may be parked on the property.

- 3) Cleaning/Polishing- Owners and occupants washing, cleaning or polishing cars on the premises shall thoroughly clean the area used after completing the work. Those desiring to wash their vehicles must do so only in the designated car washing area. Car washing must be performed in a manner such that no water damage occurs to common areas (plantings, etc.) or to the apartments of others.
- 4) Improper Parking- Any vehicle found in the parking lot that appears to be abandoned without current state registration and/or with an expired parking pass will be tagged with a violation notice. If the vehicle’s owner has provided an e-mail address to the AOAO Office, a notice will concurrently be e-mailed to that address and the owner given five (5) days to respond. At the end of the five (5) days, if the owner has not made arrangements and informed the General Manager of these arrangements to have the vehicle properly registered, the vehicle is subject to being impounded/towed.

The Maui Police Department will be notified prior to towing any abandoned vehicle so a case number documenting the vehicle as abandoned can be issued. The vehicle will be posted with a notice sticker advising that the vehicle will be towed in five (5) days if not removed.

Owners with vehicles that do not appear to be abandoned, but with expired state registrations and/or parking permits will be contacted by the General Manager (by e-mail) so that satisfactory arrangements can be made to obtain the proper documents. Failure to provide the necessary documents within a reasonable time, as solely determined by the General Manager, may result in having the vehicle towed/impounded at owner expense. For situations such as these, a minimum of ten (10) calendar days to respond will be provided.

- 5) Parking Courtesy- Owners and occupants shall park their vehicles in the designated parking spaces of the Project and not in the driveways or areas specifically identified as "No Parking" areas by red or yellow paint markings. Vehicles must be centered in parking spaces to prevent crowding of adjacent spaces and be parked so as not to protrude beyond the parking space (back or side-to-side), or block sidewalks, driveways or fire department access to the property.
- 6) Repairs- No repairs of a motor vehicle, boat, surfboard, or any other equipment, shall be permitted in the parking areas or any other common areas of Maui Vista. Specifically prohibited is the changing of oil. Disposal of oil or other petroleum products or other substances which could be considered hazardous materials under any state or federal law is prohibited at the Project.

Section II—Owner Use/Responsibilities/Maintenance

- 7) Registration- Owners, tenants, and guests are required to register their vehicle with the AOAO Office, giving their name, telephone number, make of car and car license number prior to occupying their unit or, if arriving when the office is closed, registering their vehicle as soon as the office is open. Resident Owners and long-term residents will be assigned a numbered parking pass sticker, as indicated below, to identify their vehicle. Vacation rental guests will be provided with a parking pass card/placard to be placed visibly on their vehicle dashboard, which shall note an expiration date.
- 8) Temporary Additional Permits- Guests with a second vehicle, or tenants with visitors and/or sleep over guests, will receive temporary parking documentation from the AOAO Office for a fee of \$20 up to seven (7) days. A second vehicle on property longer than seven (7) days will be charged \$35.00 for parking.
- 9) Vehicle Limitations- Vehicles and motorized bikes of any kind are not to be parked or driven over (or walked over) any grass, sidewalks, or hall area without the express consent of the General Manager.
- 10) Vehicle Parking Decals- Owners and long-term tenants may obtain annual authorization to park at Maui Vista from the Maui Vista AOAO Office. The following criteria apply to decals issue for long term parking authorization only:

Green Decal – Main Lot Parking:

Free to owners for parking in the main parking lot. Issued for active, working cars only. Owners who leave their condos vacant while away from Maui Vista, and/or cover their vehicle for storage, must be parked at the north-facing east-end of the main lot with license number written on outside. Vehicles left on property should be capable of being moved at any time required by the AOAO.

Red Decal – Reserved Parking Stalls:

Owners and tenants who wish to park in the reserved parking area at the east side of the parking lot may reserve a numbered stall on a first come, first served basis, dependent on availability.

There is a monthly fee of \$35.00 for the reserved stalls. Owners paying for an entire calendar year (January through December) are given a \$60 per year discount, for a total price of \$360.00, when paid by the announced deadline date. Payments after the deadline date will be \$35.00 per month.

Owners who wish to cancel monthly reserved stall payments while on-island, will automatically lose the stall number. If an owner wishes to resume paying for a reserved stall upon leaving the island, they may do so dependent on availability. The owner will be assigned to open stall and pay on a month-to-month basis at \$35.00 per month. Payment can be arranged by contacting the Maui Vista accountant.

Owners who pay for a reserved space, have one (1) vehicle, and do not rent their unit(s), may park in either the reserved or main parking lot in either high or low season.

Red or Green:

Owners who live at Maui Vista part time and rent their condo when they are not here, must rent a reserved stall for their vehicle when they leave. Their green sticker needs to be exchanged for a red one, and they will be billed monthly for the reserved stall rental.

Owners with more than one (1) vehicle will be issued a green sticker to one (1) vehicle for the main parking area, and a red sticker to any additional vehicle(s).

Section II—Owner Use/Responsibilities/Maintenance

Owners must pay for a reserved space for the second vehicle which must be parked in a reserved space during high season. Owners will decide which vehicle(s) will have the red sticker and will be parked in the reserved stall. If the owner frequently moves their two (2) vehicles between the reserved space and the general parking areas, the General Manager may, at his/her discretion, issue a red and green sticker for each vehicle.

Hierarchy for Renting Reserved Parking Stalls:

Priority: Owners' first vehicle. Space is reserved for as long as the owner pays for and maintains it.

Second Priority: Owners' second vehicle. Space is reserved for as long as the owner pays for and maintains it.

Third Priority: Tenants' second vehicle. Space is reserved for as long as the tenant pays for and maintains it.

Fourth Priority: Owners' third vehicle. Space is rented month-to-month. This vehicle can be removed from the space to make room for higher priority vehicles after a two (2) week notice, but not before a lower priority vehicle.

Fifth Priority: Tenants' third vehicle. Space is rented month-to-month meaning this vehicle can be removed after a two-week notice.

If the reserved lot is full, and an owner or tenant needs to rent a space for a second vehicle, the most recent fifth priority rental will need to surrender its space after a two (2) week notification.

If there are no fifth priority candidates, a fourth priority rental will need to surrender its space after a two (2) week notification. Once fourth and fifth priority rentals have been cycled out, space rental candidates may sign onto a waiting list for the next available space.

II.26 Penalties.

- 1) All *House Rules*, *By-Law*, and *Horizontal Property Regime* violations shall be specified in writing. Owners are responsible for their guests, tenants, family and anyone using the property on their behalf. The violation of any *House Rule* adopted by the AOAO shall give the Board or its agent or General Manager the right to:
 - a) fine the owner for the violation in according with the fine schedule below, 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 attorney's fees, shall be borne by the defaulting apartment owner.
- 2) Consequences- Violations of the *House Rules* will result in the following:
 - 1st Violation – Notice of violation
Notices sent:
 - Regular mail or hand delivered to occupant.
 - E-mail, FAX, or regular mail to rental agent and/or owner.
 - General Manager to also attempt to call the owner and rental agent.
 - 2nd Violation - \$50 Fine
Notices sent:
 - Hand delivered to occupant.
 - E-mail, FAX, or regular mail (certified receipt) to rental agent and/or owner.

Section II—Owner Use/Responsibilities/Maintenance

3rd Violation - \$100 Fine

Notices sent:

- Hand delivered to occupant
- Regular mail (certified receipt) to rental agent and owner.

4th+ Violation - \$100 Fine per month thereafter and referral to AOAO attorney

- Owners will receive seven (7) working days to correct violations from date of first notice, except in instances where the safety of person or property is threatened.

Vandalism:

1st Violation - \$100 Fine

2nd Violation - \$200 Fine

The cost of replacement or repair will also be assessed. Criminal complaint will also follow.

- 3) Appeal Process- All violation notices and fines may be appealed by a written notice to the Board delivered within twenty-one (21) days of the date of the notice of violation. The written appeal should be sent to the General Manager. If no notice of appeal has been delivered within the time described herein, the right to appeal shall expire. The Board's decision on appeals is final, and the owner will be notified in writing of that decision. Tenants must appeal through their owner or rental agent.
- 4) Fines- All fines shall be treated as a lien on the apartment in accordance with Article VIII, Section 2H of the *AOAO Maui Vista By-Laws*.
- 5) Collections- The Board of the AOAO of Maui Vista, pursuant to the requirements of *Chapter 514B of the Hawaii Revised Statutes* hereby adopts the following policies to facilitate the AOAO's collection of delinquent owner accounts:
 - a) All AOAO monthly maintenance fees are due on the tenth (10th) of each month, and payment in full must be received by the AOAO's bank by the fifteenth (15th) of each month. A late fee of fifty dollars (\$50) will be assessed to delinquent accounts on the sixteenth (16th) of each month. A reminder letter will be sent to owners for accounts delinquent more than ten (10) days.
 - b) AOAO special assessments are due pursuant to the date(s) established by the Board's action approving the special assessment and payment in full must be received by the AOAO's bank by the fifteenth (15th) of the following month. A late fee of fifty dollars (\$50) will be assessed to delinquent accounts on the sixteenth (16th) of each month. A reminder letter will be sent to owners for accounts delinquent more than ten (10) days.
 - c) Unless the owner enters a written delinquency payment plan agreement which the Board finds reasonable and acceptable the following provisions shall apply.
 - d) If the delinquency continues and the account becomes forty-five (45) days delinquent, a notice of lien letter is sent by certified mail, return receipt requested, with the intent to either begin lien/foreclosure proceedings and/or to demand from any renter or lessee of the owner occupying the apartment, or from any such owners' rental agent who collects rentals from lessees on behalf of the owner, the rent due or becoming due from such lessee to the owner or the net amounts due the owner under any contract between the owner and a rental agent, up to an amount sufficient to pay all sums due from the owner in accordance with Article IX Section 5 of the *AOAO's By-Laws*.

Section II—Owner Use/Responsibilities/Maintenance

- e) If the delinquency continues and the account becomes ninety (90) days delinquent, the account is either referred to the AOAO's attorney for legal action and/or rental distributions are demanded in accordance with Article IX Section 5 of the *By-Laws*.
- f) With respect to the collection of delinquent amounts from tenants or rental agents:
 - i. If an owner at any time rents or leases his/her apartment and defaults for a period of forty five (45) days or more in the payment of the owner's share of the common expenses, the Board may, so long as such default continues, demand and receive from any renter or lessee occupying the apartment or rental agent renting the apartment (hereinafter collectively in this paragraph referred to as "lessee") an amount sufficient to pay all sums due from the owner to the AOAO, including interest, if any, but the amount shall not exceed the tenant's rent due each month. The tenant's payment under this subsection (i) shall discharge that amount of payment from the tenant's rent obligation and any contractual provision to the contrary shall be void as a matter of law.
 - ii. After forty-five (45) days and before taking any action under subsection (i) the Board shall give to the delinquent apartment owner written notice of its intent to collect the rent owed. The notice shall:
 - a. be sent both first-class mail and certified mail; and
 - b. set forth the exact amount the AOAO claims is due and owing by the apartment owner; and,
 - c. indicate the intent of the Board to collect such amount from the rent, along with any other amounts that become due and remain unpaid.

The Board may not demand payment from a tenant pursuant to subsection (a) if a commissioner or receiver has been appointed to take charge of the premises pending a mortgage foreclosure, if a mortgagee is in possession pending a mortgage foreclosure or the tenant is served with a court order directing payment to a third party.

- g) With respect to the termination of services to a delinquent owner: In conjunction with or as an alternative to foreclosure proceedings, where an apartment is owner-occupied, the AOAO may authorize the managing agent or Board to, after sixty (60) days written notice to the apartment owner and to the apartment's first mortgagee of the nonpayment of the apartment's share of the common expenses, terminate the delinquent apartment's access to the common elements and cease supplying a delinquent apartment with any and all services, (including but not limited to utility services), normally supplied or paid for by the AOAO. Any terminated services and privileges shall be restored upon payment of all delinquent assessments.
- h) Application of Payment Policy: Failure to pay late fees will result in the deduction of late fees from future common expense payments, so long as a delinquency continues to exist. Late fees shall be imposed against any future common expense payment, which is less than the full amount owed due to the deduction of unpaid late fee from such payment.

Section II—Owner Use/Responsibilities/Maintenance

II.27 Uniform Appearance. In order to maintain a safe uniform exterior appearance, the following expectations are established:

- 1) Awnings/Shades- Other than stated below, no awnings, shades (does not include umbrellas) or windbreaks shall be installed on lanais.

Lanai Shade Requirements: The only authorized lanai shade is the “Skyshade” product from Rainier Industries. Lookalike shades are not authorized for use. Owners who install this product are required to conduct an annual cleaning**. The shade must be installed by a licensed contractor. Power for the unit is needed from an existing outlet closest to an interior wall. A GFCI outlet must be used. Access for electrical connections needs to be drilled into the side frame of the windows.

The shade shall be Rainier Shade’s “Desert Sand” color. The top, side, and bottom tracks for units on the 1st through 3rd floors shall be Rainier Shade’s “Navajo” color. The side and bottom tracks for the 4th floor units shall be Rainier Shade’s “Navajo” color. The top track for the 4th floor units shall be Rainier Shade’s “Brown” in color.

**Annual Cleaning of the Skyshade shall be done at the owner’s expense or at any such time the outer appearance has visibly deteriorated, and the owner has been so advised. The cleaning is to include both the screen and the tracks. Cleaning should be done in such a manner as to avoid water dripping from lanais onto units below. Removing the screen for cleaning is preferable.

- 2) Exterior Decorations/Landscaping- Except as expressly permitted in the *Declaration*, no apartment owner shall decorate or landscape any entrance, hallway (**except for carpets as described below), planting area, or court. Potted house plants are permitted on lanais as long as they are kept reasonably trimmed and their height from the floor of the lanai to the top of the plant does not touch the ceiling. Plants should not be attached to the wall or ceiling or protrude through the railing if they obstruct or interfere with any AOAO business or activity. Watering of plants shall be performed in such manner that will not cause damage to the common elements or flow down to units below.

**Outdoor carpeting is allowed in the shared entry hallway provided both owners are in agreement. Both owners of the affected hallway must agree in writing: a) only carpeting of dark shades of brown to compliment the colors of the buildings are permitted; b) to replace the carpeting when either affected owner, or the Board determines that the carpet is no longer acceptable; and, c) should either owner no longer want the carpeting, each will pay equally to have it removed and the concrete floor restored to the condition/color used in the regular walkways. Also, each owner will sign an acknowledgement of responsibility should anyone slip, trip, or fall as a result of the carpet and to accept responsibility for cleaning the carpet.

- 3) Lanai/Patio Limitations- The only items permanently on lanais are: a) lanai/patio furniture manufactured for lanai/patio use; b) fabric items including, but not limited to, towels and bathing apparel may only be hung on hooks that may be attached to the walls; and, c) plants in plant containers. Light colored patio furniture (white, off white, muted pastel or earth toned colors) is acceptable; bright garish colored furniture is not acceptable. Towels or any other textile items cannot be placed over the railing. Lanais should be enjoyed by owners and guests, and normal "patio" type activities such as eating, playing games, viewing the whales via a mounted telescope, sketching, arts and craft work, etc. is permitted; however, non-patio items brought to the lanai must be removed when not in use.

Section II—Owner Use/Responsibilities/Maintenance

The following may not be stored on the lanai at any time: surfboards/equipment; wet suits and diving equipment, boogie boards, brooms, mops, storage cabinets, cartons, bicycles/bikes, toys, bedding couches, clothes drying lines or racks, etc. In unusual circumstances such as painting, carpeting or tiling the inside of a unit, a short exception to this rule can be granted by the General Manager.

The only approved lanai floor covering upgrade for first floor units is ceramic floor tile in brown earth tone colors. Tile colors must be approved by the Board prior to any installation. Ceramic tile is the only approved floor covering upgrade for the upper floors, less the color restriction. Any damage to tile, or associated costs as a result of spalling repairs will be the owner's responsibility.

Patio umbrellas are considered standard patio furniture. Umbrellas are permitted on the lanais under the following conditions:

- Umbrellas must be secured to a heavy solid base, and/or patio table in such a way as to prevent the umbrella from being blown off the lanai. Umbrellas should be affixed to the base or table in a permanent manner. Owners should not solely rely upon the pressure bolt in an umbrella base to hold the umbrella in place.
- A common formula for determining the appropriate base for an umbrella is ten (10) pounds of base weight for every one foot of canopy diameter. Using this formula, a 4' canopy should be secured with a 40-pound base. An 8' canopy should be secured to an 80-pound base.
- Umbrellas may not be attached to the lanai railing, walls, or decking.
- Owners are solely responsible for any injury or property damage that an umbrella may cause. Owners whose umbrellas are blown off the patio or lanai may, at the discretion of the Board, be prevented from having an umbrella on their patios or lanais in the future.

- 4) Projections/Antennas- No unauthorized projections (wiring or otherwise) shall extend through any door or window opening into any corridor or beyond the exterior face of a building.

No antennas of any type shall be erected or maintained outside the physical confines of an apartment. For purposes of this rule, an apartment lanai is considered to be outside the physical confines of an apartment.

- 5) Signage- No signs, signals, or lettering shall be inscribed or exposed on any part of any building, except as contracted for by the AOAO, nor shall anything be projected out of any window or from any lanai. The only sign allowed to be posted is an "Open House" sign and only one sign while the open house is legitimately being held and only to be displayed in front of the property on South Kihei Road.

- 6) Windows/Window Treatments- No mirror-reflecting glass tint is allowed on any exterior window. Only glass tint which is not observable from the exterior of the buildings, may be applied with prior written consent of the Board.

The exterior side of all drapes, venetian blinds, louvered shutters, and the like shall be white, off-white or light beige (light bamboo color).

Section II—Owner Use/Responsibilities/Maintenance

II.28 Vendors and Contractors. The following applies to vendors and contractors providing maintenance-related services at Maui Vista:

- 1) Contractors are allowed to work at the project on Weekdays only between the hours of 8 AM and 5 PM. All Contractors performing work on property are required to provide a *Certificate of Insurance* (COI) to the Maui Vista AOAO Office prior to starting their work.
- 2) Carpet Cleaning:
 - To expedite contact with any Carpet Cleaning vendors on property, they should check in with the front desk before cleaning starts to announce their activity and the unit number where they will be working. A copy of the vendor's state license and liability insurance needs to be produced and on file in the AOAO Office. The vendor's equipment must be maintained and operated in accordance with the manufacturer's instructions, State and County Regulations, and Maui Vista rules.
 - Access to any unit must not be blocked. Hoses shall not leak. Any damage caused by hoses shall be paid for by the carpet cleaning company or unit owner if cleaning company does not remedy the problem. No cleaning water is to be disposed of on Maui Vista property. Failure to comply with these procedures may result in the company being banned from using this type of equipment at Maui Vista.
- 3) The AOAO Maui Vista does not loan tools, ladders, or equipment to owners or guests. Tools may be rented from local area businesses.
- 4) Pest Control:
 - Pest Control is performed on a quarterly basis. Chemical sprays used are non-toxic insect repellents and rarely create an odor inside the unit. Pest Control is a benefit to owner membership. This ensures an aggressive approach to control local insects; however, the spray is not guaranteed to eliminate all possible bugs/insects/pests that reside on Maui.
 - Dates for pest control are scheduled at the beginning of every year and posted to the AOAO's website at: www.aoaomauivista.org. AOAO Office staff posts notifications on property minimally 10 days prior to each treatment.
 - Owners and Property Managers with guests who do not wish the unit to be sprayed due to allergies or other health-related issues should notify AOAO Office staff as soon as possible. The Pest Control provider can substitute the non-toxic chemical spray with "bait only" should the owner or guest request it. The Property Manager, owner, or guest should contact the AOAO Office to make their preference known ahead of the spray date.
 - AOAO Office staff arranges building keys a day ahead of the scheduled spray date. Unless keyed to the identical unit lock, deadbolts are to be left unlocked on the posted days of pest control. If pest control treatment cannot be accomplished on the scheduled date, the agent or owner will be contacted and advised.
 - If treatment cannot be accomplished due to a bad code or key being provided to the AOAO Office or due to a guest refusal, the owner will have to wait until the next quarterly spray, or coordinate treatment at their own expense.
 - If treatment cannot be accomplished due to an error on the part of the AOAO staff, the AOAO Office will coordinate a date for treatment with the owner.

Section II—Owner Use/Responsibilities/Maintenance

- If an owner experiences ongoing problems with pests in between quarterly treatments, the AOAO Office can coordinate a re-spray of the unit, provided the unit was treated at the quarterly spray.
- Owners who refuse quarterly pest control services are required to provide annual proof of treatment in the form of a receipt from a qualified pest control agent/company by December 31st each year. This will effectively ensure surrounding owners that unwanted pests are not spread due to another owner's refusal to allow Pest Control access during the year. Failure to provide this annual proof of treatment in a timely manner may result in fines pursuant to Section II.24, *Penalties*, of these *House Rules*.

Section III—Owner Condominium Renovations/Improvements

- III.1 Remodel Requirements. Owners wishing to remodel their units are required to notify the Maui Vista AOAO Office at least twenty-four (24) hours prior to the start of any work. Owners are also required to complete the appropriate *Owner Remodeling Form* (available on the AOAO Maui Vista [website](#)) and obtain prior approval from the General Manager prior to start of any work. Minor repairs, painting, and other small projects do not require *Owner Remodeling Form* or notification to the Maui Vista AOAO Office.

The following specific renovation/improvement guidelines shall apply.

- III.2 Air Conditioners. The following guidelines shall apply and will help ensure that each air conditioner is installed correctly so as not to leak onto other units and so the installation doesn't violate these *House Rules*.

Air conditioners must be maintained in proper working order so as not to be excessively noisy in violation of the house rules, or otherwise disruptive to other unit owners and guests such as a unit which constantly cycles on and off. It is a good idea for owners to install timers on their air conditioner, and to leave instructions for guests not to run the air conditioner when they are not in the unit.

1) **Guidelines for Owners installing Window Units – Lanai:**

- a) Air Conditioner Units should be installed to manufacturers specifications. Units should be mounted to allow for proper drainage.
- b) Maui Vista has installed downspouts that enable owners, or their installers, to connect a drip line from the air conditioner drain to the downspout. The downspout allows the air conditioner unit to drain efficiently off the lanai. Owners are required to connect Air Conditioner drip lines into the downspout to avoid water leaking onto the lanais of lower units. This is most often done using PVC pipe. (Note: before installing your air conditioner unit, please locate the downspout adjacent to your lanai).
- c) Drip lines will not drain correctly unless the line is angled properly from the unit to the downspout. Owners must ensure correct installation and check these lines often to ensure they are not plugged or kicked out of place.
- d) If drip pans are provided with the new air conditioner, it is recommended that owners place that drip pan under the exterior of the air conditioner and then follow the connection procedure above to ensure connection to the downspout is effective. Drip pans alone are not totally effective but can be helpful as they contain the condensation generated in hot or humid weather, when air conditioners are used more frequently.

2) **Guidelines for Owners Installing Window and Stand-Alone Units – Bedrooms:**

- a) All air conditioners mounted in bedroom or other unit windows which open to walkways must be completely mounted inside the unit. (No part of the air conditioner may extend out into a walkway area.) Approved by 62% of owners via 11/20/2015 vote and adopted by Board on 04/28/2016.
- b) No window mounted, or stand-alone air conditioner unit may drip or drain into a walkway.
- c) Air conditioners may be vented through bedroom and other walkway windows.

3) **Guidelines for Owners installing Split Air Conditioning Units:**

- a) The Board allows for the installation of "split" air conditioner system on an apartment lanai. A split air conditioner system is one in which the condenser portion of the unit is mounted outside, and the air handler portion of the unit is mounted inside. They are connected by copper tubing.

Section III—Owner Condominium Renovations/Improvements

- b) Owners are responsible for any damage or injury caused as a result of the installation of a split air conditioning system.
- c) The condenser portion of a split air conditioning unit must be mounted to the lanai deck (or floor). No wall-mounted or hanging-mounted condenser systems are approved for use.
- d) Split air conditioner units often require an electrical shut-off/circuit panel to be mounted adjacent to the unit. This box may be mounted to the exterior wall of the lanai, but should be done in such a way as to be unobtrusive in appearance to those looking onto the lanai from the exterior of the project. The Board retains the right to require any mounting of this type to be moved if it does not meet the standards of appearance and other guidelines found in these *House Rules*.
- e) Condenser units vary in size, shape, and color. Units mounted on the lanai should be appropriate for use in smaller residential units. No commercial or other large types of units are permitted for use.
- f) Maui Vista AOAO recommends the use of a licensed contractor for the installation of split air conditioner units to ensure proper installation of both the unit and accompanying electrical components. Owners who install the unit themselves, or with the help of an unlicensed maintenance person, assume liability for any associated problems.
- g) If appropriate, split air conditioners must have drain tubes attached to the downspout and in all other ways meet the requirements for preventing leaks as described in 1.b above.

III.3 Construction Noise. The following applies to construction noise within individual units:

Note- The Owner Remodeling Form (available on the AOAO Maui Vista [website](#)) must be submitted to the AOAO Office prior to work starting (see III.1 in these House Rules for detail).

Contractors - Weekdays Only:	8:00 AM to 5:00 PM
Owners only - Weekdays:	8:00 AM to 5:00 PM / quiet work until 7:00 PM
Owners only:	Saturdays: 10:00 AM to 5:00 PM
Owners only:	Sunday: 11:00 AM to 3:00 PM

Note- No power tools or saws may be used on Sunday

Note- "Wet sawing" can be done on Lanai – "Dry sawing" only inside unit

III.4 Doors and Windows. Owners wishing to replace the bronze aluminum door and/or window frames will be expected to follow these approved replacement window type and the procedures.

- 1) Since the original doors and windows are no longer available from the original vendor, several changes have been allowed over the years. A major change was to approve removal of louvered windows in favor of single pane glass with either single or double hung windows. Either three section or four section windows are permitted.
- 2) Many owners have been purchasing Milgard doors and windows. The outside must be dark bronze anodized finish. Model Ultra 3626 are the sliding patio doors with Brownstone or equivalent finish.

Section III—Owner Condominium Renovations/Improvements

- 3) An owner wanting to install a door or window of a different model or manufacturer from that listed above may do so, provided it is compatible with the Maui Vista décor. The window frames should be dark bronze aluminum (outside) or equivalent. Vinyl inside is allowed. If the door or window deviates substantially from the listed specifications, the owner will need to submit, for prior approval, details and specifications of the planned installation.
 - 4) No tinted glass is allowed. SunCoat Low-E Glass is allowed for doors and windows to reduce UV exposure, heat, and sun glare.
 - 5) Replacement single hung or double hung windows may be used. There must be three or four panels in each window set unless there is an air conditioner in the place of the lower panel.
 - 6) Owners should consider unit ventilation when replacing existing windows, as they allow for air leakage and circulation when the units are not occupied. A Maui Vista stack ventilation system clears air when units are not occupied. Eliminating the jalousie windows removes the exterior supply of air when units are closed.
 - 7) For replacement doors, the *American with Disabilities Act* (ADA) low threshold is not recommended for lanai access as they are not as water resistant in storms.
 - 8) Bedroom windows can be made of “obscure glass.” P-516 obscure glass is available and the approved standard, matching the present jalousies. The windows should be three or four panel windows with at least one (1) able to be slid open for ventilation.
 - 9) A single pane may be used for the lanai windows either side of the sliding lanai door. Owners choosing single panes are responsible for all conditions and any damage that may result from installation.
- III.5 Kitchen/Bathroom Projects. If an owner is planning a significant remodel of the kitchen and/or bathroom in their unit, such that the cabinets will be removed to permit access to the water supply and drain/vent pipes, the AOAO Maui Vista shall be notified and have the right to inspect and replace, as needed, the individual unit drain/vent pipes prior to installation of the drywall and/or completion of the remodeling project.
- Any such repair or replacement of the water supply and/or original cast iron drain/vent pipes will be completed by a plumber with prior General Manager approval at the expense of the AOAO. Should an owner fail to use the AOAO Maui Vista approved plumber for pipe replacement the cost will be the owner’s responsibility. Should an owner fail to secure the required prior AOAO Maui Vista approvals for a remodel project, the cost of any future pipe repair/replacement that serves the individual unit will be solely the owner’s responsibility.
- III.6 Plumbing Projects. If an owner is planning a remodel of the kitchen and/or bathroom in their unit, such that the cabinets and drywall will be removed exposing the common element water supply lines, the project will include, at the owner expense, the installation of a main water supply line shut-off valve as close to the point of entry as possible. The owner will design the project to permit access to this shut-off valve after completion, so the pressurized water can be turned off without impacting the entire building, or building “unit stack,” should a leak develop in the future that requires the water to be shut off.

Section III—Owner Condominium Renovations/Improvements

III.7 Vendors and Contractors. The following applies to vendors and contractors providing renovation/construction services at Maui Vista:

- 1) Contractors are allowed to work at the project on Weekdays only between the hours of 8:00 AM and 5:00 PM. All Contractors performing work on property are required to provide a *Certificate of Insurance* (COI) to the Maui Vista AOAO Office prior to starting their work.
- 2) Contractor remodeling forms can be obtained at the AOAO Office or found on the AOAO Maui Vista website, and must be submitted to the AOAO Office prior to starting work.
- 3) The AOAO Maui Vista does not loan tools, ladders, or equipment to owners or guests. Tools may be rented from local area businesses.

III.8 Water Heaters and Washing Machine Hoses. A water heater tank should be replaced after the end of the manufacturer warranty. Since it is possible that a water heater may be manufactured in one (1) year and not installed until the next year, the Board has adopted the following mandatory replacement policy: water heaters must be replaced within two (2) years after the manufacturer's warranty period had elapsed.

Tankless (instant demand) water heaters are assumed to have a 40-year lifetime. The maximum power drain from a tankless water heater is limited to 40 amps at 220 volts.

It is recommended that older gate shut-off valves be replaced with a modern ball shut-off valve when an owner replaces the water heater.

Standard washing machines hoses will be assumed to have a ten (10) year lifetime. Washing machine hoses must be replaced after the Ten (10) year warranty period. For better quality hoses, the Board will accept the manufacturer's lifetime warranty.

Where there has been a water damage incident and multiple units were affected, the Board requires plumbing of the unit where the water damage originated be inspected by a licensed plumber, and any portion of the unit plumbing that does not meet AOAO plumbing requirements must be corrected.