



The Association of Apartment Owners
of

HARBOR LIGHTS

HOUSE RULES

**Rules and Regulations as per the By-Laws of the Association
Effective February 19, 2015**

Harbor Lights is private property.

The purpose of these house rules is to promote the harmonious occupancy of the condominium apartments and to protect all occupants from annoyance and nuisance caused by improper use. It should be noted that several of the house rules are State laws concerning occupancy in a condominium. The staff has been given the authority to enforce all house rules.

Any violation of these house rules will be brought to the attention of the occupant, with notification to the owner. All violation fines and legal fees incurred in the course of enforcement or collection shall be assessed against the owner of the unit in violation.

All House Rules in violation of Federal laws, rules and regulations and/or State laws, rules, and regulations will be deemed null and void.

There is a 30 day right to appeal on all House Rules citations.

Our most important rule is ...

"RESPECT YOUR NEIGHBORS"

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A. INSURANCE

All owners are required to provide proof of coverage of Home Owners' insurance prior to move-in date of themselves or Renters, or within 30 days of occupancy. It must include the loss assessment to cover the Association's \$25,000.00 deductible.

- a) Failure to provide proof of insurance coverage will result in the owner being issued a block policy, purchased by the AOA, with the cost added to the Maintenance Fees. Proof of insurance must be sent to the Harbor Lights Office.
- b) Owners/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere in the Building, and their personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.
- c) Renters are advised to purchase Renter's insurance to cover their belongings.
- d) Any activity, or possession of items in any unit, the limited common elements, or in the common elements applicable for its intended use, which would increase the rate of insurance on the building or the contents thereof, shall not be permitted without the prior written consent of the Board of Directors.

Should you need more information regarding insurance, please contact the Harbor Lights Office at (808) 871-8602

B. OCCUPANCY BY OWNERS, RENTERS, OR GUESTS

1. Registration of Occupants

THE OFFICE MUST BE NOTIFIED PRIOR TO OCCUPANCY.

To comply with our Insurance coverage, each owner, or his designated agent must notify the Harbor Lights office, in writing, of the names of all lessees, and must register (and maintain current registration) of each occupant of his/her unit. Failure to file these documents will result in an automatic fine of \$500.00.

2. Maintenance Fees

Maintenance fees are due on the first (1st) of each month and must be paid in full by the fifteenth (15th) of each month, either by mail to the bank lock box, or by SurePay or credit card. (Information can be found on Hawaiiana's web page at <http://www.hmcmgt.com/>.) Late fees and interest will accrue after the 15th of each month. Fees may be paid by credit card. A small fee will be added.

3. Electricity Charges

- a) Each unit has its own electric meter. Charges are billed to the occupant (with a copy to the owner, if applicable) by the 5th of each month. Payments must be made by the 20th of each month to AOA at the Harbor Lights office. If not paid by the 20th, a late fee of 10% of the total bill will be added. The owner is ultimately responsible to pay.
- b) If not paid before the 20th of the following month, electricity will be turned off on the 21st. **THERE WILL BE NO EXCEPTIONS.**
- c) If your electricity is turned off you will pay \$30.00, in addition to the amount owed, to turn it back on again during business hours (8 am – 4:30 pm, Monday through Friday) or \$45.00 if you request the

electricity to be turned on again after business hours, weekends or holidays.

- d) If your electricity is turned off for non-payment a second time, in addition to paying the outstanding balance, you will be required to pay a deposit in the amount of the highest of your unit's last three bills. The deposit will be retained until you move out of the unit, provided you pay your account in full at the time of your move-out.
- e) Owners should make their own arrangements with their tenants, regarding bill paying responsibilities, but whoever pays the bill must remember that non-payment will result in loss of electricity service and the full cost will be deducted first from the owner's maintenance payment.

4. Rental

- a) Subject to the terms of his unit Deed and the By-Laws of the Association, a unit owner may lease, or rent his unit to other persons, but the person, or persons leasing, renting, or living in the unit shall abide by the By-Laws of the Association and these rules.
- b) No unit shall be rented for a period of less than a month. (Harbor Lights By-Laws, Article 5, Section 1.) There are **NO EXCEPTIONS** to this rule.
- c) **ALL OWNERS/MANAGING AGENTS MUST GIVE THEIR TENANTS A COPY OF THE HARBOR LIGHTS HOUSE RULES.** Each unit owner shall be responsible for the conduct of any tenant, or guest.
- d) It is recommended that inquiries are made about the status of prospective new renters with the Harbor Lights office to ensure that they have not been Trespassed, or had major violations of the House rules in the past.

5. Notice of Vacancy

The office must be notified of vacancies as soon as they occur. Failure to do so will result in the owner/agent receiving a fine of \$500.00. (MANDATORY)

6. Owners not residing on Maui

Any unit owner not living on Maui, is responsible for designating a local agent residing on the Island of Maui to represent the owner's interest, or if the owner resides on Maui and will be absent from Maui for more than thirty (30) days. In such circumstances, the owner shall file his out-of-town address and telephone number, and telephone number of his local (Maui) agent with the Manager. An emergency telephone number **MUST** be provided to the office.

7. Visiting Guests

Visiting guests must be registered immediately with the Harbor Lights office. Failure to do so will result in the owner/agent receiving a fine of \$500.00.

8. Collection from Occupant (Rent Interception)

If any owner shall at any time default for a period of 30 days or more in the payment of the owner's share of the maintenance fees, late fees or assessments, the Association may, at its option, so long as the default shall continue, demand and receive from any tenant of his unit the maintenance fees, assessments and late fees due the Association. This will be strictly enforced.

9. Use of Unit

A unit shall be used only as a residence and shall not be used for any business which could result in heavy utility use, e.g.: food production, or increased pedestrian traffic by bringing customers onto the property to knock on the front door for service, disturbing neighbors, or other purposes, other than residential.

10. Number of Occupants

The number of occupants is restricted to three (3) persons in a one-bedroom unit and five (5) persons in a two bedroom unit. All owners and rental agents will adhere strictly to this rule. Non-compliance with this rule will result in a \$500 fine against the owner and a notice to vacate within 120 days. A fine of \$500 shall be assessed against the unit owner for each month in non-compliance.

11. Eviction

- a) If a unit owner is unable to control the conduct of his lessee, tenant, or guest, and such a person fails to observe all the provisions of the By-Laws and these Rules, where applicable, the Board may request that the unit owner institute eviction proceedings against a renter for such violations. Any eviction proceedings shall be in accordance with the applicable provisions of the Hawaii Revised Statutes. This will be the responsibility of the owner and at the owner's expense.
- b) The unit owner or his designated agent shall, if so requested by the Board, immediately remove the lessee, tenant, or guests from the premises without compensation for lost rentals or any other damage resulting therefrom.
- c) If the Board of Directors declares the presence of a tenant to be a nuisance, the Board shall impose a fine of \$500 per house rule violation constituting the nuisance against the owner and tenant jointly and severally. The imposition of all fines pursuant to this rule shall be stayed for five days --- but the accrual of fines shall not be stayed.
- d) If an owner fails to evict a tenant at the demand of the Board, or management, full compliance with the Harbor Lights Eviction Policy will be enforced.

12. Trespass

Residents, guests and Non-residents of Harbor Lights will be notified to stay off Harbor Lights property for the following actions:

- a) Physical harm to any person.
- b) Physical harm to property of Harbor Lights or property of any resident of Harbor Lights.
- c) Threatening physical harm to any person.
- d) Threatening physical harm to property of Harbor Lights or any resident of Harbor Lights.
- e) Offensive behavior or verbal abuse to Harbor Lights residents, staff or management.
- f) Illegal activity.
- g) Continued disregard of house rules.

A trespass notice shall be in writing and is effective for five (5) years from date of notice.

13. Evicted or Trespassed renters

No unit will be occupied by a tenant or guest who has been evicted from Harbor Lights property within five years for violation of House Rules.

Owners and agents must confirm the status of prospective renters with the office, prior to committing to a lease, to avoid fines to the owner.

14. Aiding Trespassed Individuals

Any person aiding and/or harboring an individual who is trespassed from Harbor Lights property (each trespass is a 5 year duration) will be fined automatically \$100.00 for the first (1st) offense and for each offense thereafter or daily until corrected. Renter could face eviction.

15. Absence from Harbor Lights

Owners/renters should notify the office when leaving the property for a period longer than two (2) weeks. A current telephone number and/or email address must be provided to the office where the owner/agent/ resident can be reached in an emergency. The office should also be notified of the location of any vehicles left on property and where keys for the vehicles are stored.

If the owner or agent does not respond promptly to management's emergency contact, written permission to enter the unit to turn off utilities and water, and written permission to enter the vehicle for emergency purposes only, must be given before departure.

16. Access

The Manager and staff of Harbor Lights are not to give access to units, except to registered occupants, owners, and owner's agents. Unit keys will be not issued to any person under the age of eighteen (18)

17. Keys

a) For safety reasons, every owner is required to provide a key to his unit (including dead bolt) to be kept on file in the Manager's office. The key box will be kept locked. Failure to provide a key will result in a fine.

b) In addition, the owner will be responsible if an emergency situation arises and there is no easy access to the unit. In an emergency situation the Management reserves the right to enter forcibly. All costs incurred as a result of this forced entry will be the responsibility of the owner.

18. Lock Out

If you are locked out and require Harbor Light's assistance to gain access to your unit, there will be a fee of \$25.00 for a lock-out service. It is recommended that residents leave a spare key with a trusted neighbor for easy access, or notify the Harbor Lights office if their unit will be vacant for more than a period of two (2) weeks. A key must be on file with the office.

C. CONDITIONS OF RESIDENCY (INSIDE YOUR UNIT)

1. Owners' Responsibilities for Maintenance of Unit

Each unit owner is responsible for the maintenance and repair of interior walls of units, appliances, heating and air-conditioning units, fixtures, carpeting, etc. Each unit owner is also responsible for any damages caused to another unit that is directly attributable to the owner's unit and not from the Common Elements.

2. Keeping Units Clean

Every unit shall at all times be kept clean and sanitary. Cleaning windows and screens is the responsibility of the owner/resident. This is the best prevention against unwanted roach infestation.

3. Appliances

Any owner or tenant who has a washer, dryer, sauna, or Jacuzzi will be fined and will be required to remove the item immediately, with consistent weekly fines until removed.

Avoid possible dishwasher flooding by shutting the dishwasher lead-in valve if leaving your unit vacant for an extended period. Do not leave appliances such as dishwashers unattended during operation.

If the electrical breaker trips frequently, necessitating resets from Maintenance workers, you will be required to pay for an electrician to evaluate the wiring in your unit.

4. Power outage/circuit breaker trips

If the electricity goes out in one or more area of your unit, please call the office or security for assistance. Someone will reset your circuit breaker. There will be no charge for this service providing it is an occasional need. For safety reasons, if it happens repeatedly, you will be required to contact an electrician at the owner's expense to determine the cause before we will reset again.

5. Air Conditioners

Air conditioners must be portable and ventilation ducts cannot protrude from the unit windows. Users are responsible for any water damage caused by inadequate drainage of said air conditioner. Units with previous installation of window air-conditioners will be grandfathered in, if the a/c unit was installed before January 2014. These units shall not protrude from the windows. No 220 volt installations are permitted.

6. Electrical Wiring

Electrical equipment must be properly wired following current electrical codes and must be installed by a licensed contractor.

7. Waterbeds

Waterbeds are prohibited.

8. Displaying/Hanging items in doors and windows

There will be no pictures, stickers, notices, etc. attached to any exterior door or window. Any clothing, or laundry cannot be hung in doorways or windows.

9. Plumbing/Water Problems

a) If you are experiencing a blocked toilet, sink or tub, or there is water seeping into or out of your unit, please call the office immediately. **CALL 871-8602 DAY OR NIGHT, 24 HOURS, 7 DAYS PER WEEK.** A staff member will respond and determine the source of the problem, whose responsi-

bility it is, and advise if a plumber is required. In some cases there is a simple solution, so in all cases call us first.

b) Owners are responsible for damages to other units if their unit is the source, so a speedy response is mandatory. If your unit is leaking on the fourth floor, you will be responsible to make good the damage for the whole stack of 3 units beneath you. Leaking Third floor units are responsible for the two units underneath, and leaking second floor units are responsible for the first floor unit underneath. Harbor Lights Maintenance will do what they can to stop the leak, but if the owner does not respond within one (1) hour of notification, a registered plumber will be called and the owner will be charged the resulting fees.

c) We do our best to conserve water, so drips and leaks should be reported immediately, no matter how small they are. Failure to report leaks which could cause damage are subject to a fine and is the owner's responsibility to make good any damages caused to surrounding units. **IT IS VERY IMPORTANT THAT THE OFFICE HAS A CURRENT PHONE NUMBER OR EMAIL OF THE OWNER/AGENT OR TENANT.**

10. Power off/on or water shut off requests

If you need electricity or water shut-off to perform repairs, please contact the office ahead of time to make arrangements so that other units that may be affected are given a courtesy notice.

11. Unsafe Practices and Storage of Hazardous Materials in Units

a) Nothing shall be allowed, done or kept in any unit, or common element of the complex to cause any increase in expenses of utilities or the ordinary insurance rates or cancellations thereof and which would overload or impair the floors, walls or roofs thereof; specifically, washer/dryers, saunas, Jacuzzi, any kind of motor vehicle, etc., without board approval.

b) Hazardous, or flammable liquids like gasoline, kerosene, or any other hazardous substance must not be stored in any unit. Any damages caused to the common elements, or surrounding units will be the responsibility of the owner of the unit causing the damage.

12. Pest Control (Roaches)

a) PEST CONTROL IS MANDATORY at Harbor Lights. All units will be available for pest control treatment when required by management. If you refuse, proof of professional service must be provided. Failure to allow access on the scheduled day will result in a \$35.00 re-schedule charge. Pest control is performed quarterly and it is mandatory for every unit to allow access for this important service.

b) Toxic, strong smelling sprays are not used. A very effective bait system is used, so those with respiratory ailments need not be concerned. It is only effective if every unit participates. **Sanitation also contributes to the success of our pest elimination efforts.**

c) Please check your bedding and other furniture regularly for any sign of pest infestation, and keep all areas of your unit clean.

d) Harbor Lights will only provide pest control for roaches. Any other type of pest control for bed-bugs, termites, rodents, or fleas, is the responsibility of the owner/renter.

e) Sometimes when a unit is vacated, a neighboring unit will realize a sudden infestation of roaches. If this happens, or if for any other reason, your unit seems to have a lot of roaches, please

call the office and we will do an individual pest control service between the scheduled time in an effort to curtail the problem. There will be no charge for this, providing the unit does its part to avoid it becoming a chronic problem. There are many units at Harbor Lights that do not have *any* roaches, so it can be done.

13. Drapery Policy

- a) Window drapes, board approved vertical blinds or Venetian blinds are preferred.
- b) Draperies and/or blinds must be in good condition and should be white or off-white neutral color showing on the outside, to maintain the uniformity of the property. Management will periodically check the units for compliance. Drapes that are not off-white neutral color must be replaced or removed.
- c) Torn drapes, drapes not hanging properly, bent rods, drapes not hanging straight down should be replaced or removed.
- d) Swagged or knotted drapes are not permitted.
- e) After the initial warning, a one hundred (\$100) dollar fine will be levied and each month of ignoring the rules, will elicit a \$100 fine every month until compliance.

14. Windows and Screens

- a) Any new windows to be installed must conform on the exterior, with either almond vinyl, or aluminum framing. **Consult with the Board to receive approval for the installation, prior to the beginning of work.**
- b) Owners wishing to replace their jalousie windows with sliders should contact the manager for the correct specifications of board approved windows. The window replacement policy is available from the Harbor Lights Office.
- c) Torn screens may be repaired. (One patch is allowed per screen, must be of matching screen material and no larger than the size of a quarter).
- d) Missing screens, missing jalousie windows, or dirty windows and screens are subject to fines if not corrected after warnings.
- e) There will be no pictures, stickers, notices, etc. attached to any exterior door or window.

15. Pets

- a) **NO UNAUTHORIZED PETS** , (including pets belonging to your guests), are allowed at Harbor Lights. Authorized pets are allowed as follows:
- b) Unit occupants who have a pet registered with Harbor Lights management as of July 19, 2002, may keep the registered pet. Only those qualified to keep their pet may, upon the death of the animal, replace the animal with another and continue to do so for as long as the pet owner continues to reside in the owner's unit.
- c) Residents and/or owners requiring a seeing-eye dog, certified and trained service animal, or comfort animal may request approval to register them with the Management and Board **PRIOR TO**

BRINGING THE ANIMAL ON PROPERTY. A legible, signed medical doctor's note on the Doctor's official letterhead must be attached to the written request. Renters must obtain permission from the owner, who will in turn, bring the request to the Board. The animal's owner must abide by all pet owners' rules.

- d) All authorized dogs must display a Harbor Lights pet tag issued by the office and must have current County of Maui dog tags.
- e) A card will be issued to the owner with the dog's pet tag number, name, breed and date of authorization for presentation to Security upon request.
- f) Authorized Dog and cat owners shall furnish the office with health and immunization clearance from a licensed veterinarian.
- h) When outside the pet owner's unit, dogs and cats **MUST BE KEPT ON A LEASH AT ALL TIMES**, or caged, and never left unattended.
- i) Pets are not permitted in the courtyard, pool, cabana, playground area or laundry rooms at any time.
- j) A pet owner shall be responsible for removing his/her pet's droppings immediately.
- k) Pets must be walked in the parking lot areas, not in the courtyard, to avoid any kind of contamination in the common areas frequented by children.

(Clean up after them. Automatic \$100.00 fine for non-compliance).

- k) Pet owners shall be responsible for ensuring that their pets do not disturb the peace (barking) or create health or safety hazards for other residents.
- l) Pet owners will be responsible for flea and mite extermination and will be required to treat neighboring units if affected.
- m) Any person keeping an unauthorized pet will incur a \$100.00 fine with consistent weekly fines until corrected. The owner of the unit where the pet lives shall immediately have it removed from the premises.
- n) The owner of an authorized pet is required to provide proof of personal liability insurance in an amount not less than \$300,000. (No Exceptions).
- o) Exotic pets, e.g: large reptiles, (State Law), wild rodents, rabbits, chickens. Pigeons, or other fowl, etc., are not allowed. If in doubt, owners should check with the Harbor Lights Office.
- p). No commercial or non-commercial breeding of pets is permitted.
- q). Small birds, guinea pigs, fish and small turtles are exempt from the no pet rule.

16. Household Trash (see common areas #4 trash bins)

- a) Household trash must be disposed of in plastic bags, tied and thrown in the trash bins located outside each building, which are emptied every day.
- b) If you are disabled, please notify the office if you cannot lift your trash to the bins. You may

leave it by the side for staff to pick up.

- c) For good hygiene and sanitation practice, do not throw un-bagged trash into the bins.
- d) Do not throw your trash into the laundry room or car wash bins.
- e) Do not drag your trash along the hallways and into the elevator in a leaking bag.

D. BUILDING MODIFICATIONS

1. Prior To The Beginning Of Work:

Please consult with the Manager to receive Board approval for any modification to a unit.

- a) Some modifications may require consultation with the Board to receive approval for the installation, prior to the beginning of work. Please submit your proposed plan to the Board of Directors in writing.
- b) All building contractors/vendors/plumbers/electricians servicing units **MUST** report to the office before starting any work. (Water or electric may have to be turned off, which involves other units). If weekend work is planned, please notify the office in advance. Licensed contractor's must present license to the office before starting work.
- c) Construction or repair work (such as allowed within rules set forth in the Declaration of Condominium Ownership) which might cause disturbing noises must be carried on between the normal working hours of Monday – Friday: 8:00 a.m. - 6:00 p.m.

2. Licensed Contractors

Our insurance requires that licensed electricians, and plumbers, etc. be used to avoid hazards and problems.

3. Guide to Modifications

- a) No awning, air conditioning units, or other projections shall be attached to the outside walls or windows of any building or to the exterior of any door.
- b) No personal radio, television or other antennae will be erected or installed on, or anywhere within the property.
- c) No structural alteration or addition to any unit which is visible from the exterior of the unit, nor any alteration or addition to the common elements may be made without the prior written approval of the Board.
- d) Interior structural modifications to the unit, which include electrical or plumbing modifications, must receive board approval **prior to the work commencing**. The Board of Directors reserves the right to retain the services of a qualified contractor to inspect the work to be assured that there has been no damage to the structural integrity of the building, or systems, and that all work is in compliance with local codes and ordinances. The cost of the inspection shall be the responsibility of the unit owner.
- e) No removal or cutting into any bearing wall will be permitted. No modifications to electrical

or plumbing systems can be made without prior Board approval. Requests must be in writing. Only Licensed electricians and plumbers can perform these modifications.

f) A certificate of insurance from each company working on the Harbor Lights property must be registered with the office, showing the amount of liability coverage.

g) Owners wishing to replace their louvered windows with sliders should contact the manager for the correct specifications of board approved windows. The window replacement policy is available from the Harbor Lights Office. Any new windows to be installed must conform on the exterior with either almond vinyl or aluminum framing . **Consult with the Board to receive approval for the installation, prior to the beginning of work.**

□ Note: If you intend to do any kind of construction in your unit, it would be courteous to inform your nearest neighbors, each side, below and above before work commences.

E. CONDUCT

1. Owners are responsible for Renters' Conduct

The unit owner is responsible for the conduct of his/her occupants, their children and/or guests *at all times*, (***Per Hawaii Revised Statutes 514B-104 Association; powers.***), that their behavior is neither offensive to any occupant of the buildings or members of staff, nor damaging to any portion of the common elements. **Physical or verbal abuse towards a staff member will result in an automatic fine per incident.** A copy of the reason for the fine and the amount is sent to both owner and renter.

2. Off-limits

The following areas are off limits to all persons:

- | | |
|------------------------|--|
| a. Sewer Lift Station | d. Roof or any ledge or building overhangs |
| b. Gas (propane) tanks | e. Trees & Fences (NO CLIMBING) |
| c. Manhole Covers | f. Storage/Work Areas |

No one is allowed to play or loiter in the parking lot, stairwells, hallways, laundry rooms, or master bedroom coves of the buildings.

3. Littering

No littering on the property of Harbor Lights. Use the litter bins. The ones in the laundries are only for laundry related items, not for your household garbage.

4. Curfew

a) The playground areas are closed after dark. **Young children of Middle School age (8th grade) and below, must return to their unit when it gets dark,**

b) Any person under the age of 18 must vacate the common areas by 10:00 P.M. This will be strictly enforced. Those under the age of 18 must be accompanied by their parents or a responsible adult, if out after curfew. (8 pm under 16 years old).

5. Loitering (Hanging out)

The stairways, walkways, hallways, lobbies, parking lot and annex shall not be obstructed or used for any purpose other than entry and exit. Loitering will not be permitted in the common areas of Harbor Lights property anywhere, or at any time. This will be strictly enforced.

6. Vandalism/Criminal Property Damage

a) Persons who are caught vandalizing the cameras, washer/dryers, vending machines or coin changer, light fixtures, walls, ceilings, flooring, carpets, stairwells, elevators, windows, doors, trees, plants, telephones, cars, playground equipment, or any property of Harbor Lights, etc., will cause the owner to be subjected to fines and/or immediate eviction of the occupants of the unit in violation. This includes placement of graffiti on any surface. *The owner will be responsible for the tenant(s) fine.*

b) Damages to common elements will be surveyed by Management. A mandatory fine of \$100.00 will be assessed. The cost of repair or replacement will be assessed against the owner plus any applicable fines. Second offense will cause \$200.00 fine plus cost of repair *and* eviction. Criminal Property Damage will be reported to the Maui Police Department.

7. Illegal Drugs

No illegal drug usage, possession, cultivation, promotion, or manufacture will be permitted anywhere on property. Any person arrested and convicted of using, possession, cultivation, promotion, or manufacturing illegal drugs anywhere on the property may be subject to an automatic fine of \$1000.00 and will be subject to immediate eviction.

8. Medical Marijuana Use

Residents who have medical marijuana licenses are required to notify the Manager of their situation and present the license to the Manager for documentation to avoid unnecessary calls to the police. The information will be kept confidential. When smoking, residents are asked to close their front door. Be considerate of your neighbors on all sides of your unit. **An automatic fine of \$100.00 will assessed for not closing your door while smoking.**

9. Alcoholic Beverages

a) No alcoholic beverages are to be consumed anywhere in the common areas, to include the Annex Parking.

b) Persons appearing to be under the influence of any substance, alcohol, or drugs, are not allowed on property, or in the common areas and will be subject to a fine.

10. Smoking

No smoking in the hallways, elevators, laundry rooms, lobbies or stairwells, at any time. There are designated smoking areas in the courtyard and parking lots 25 feet away from the buildings. Please be quiet after 8 pm and before 8 am. Remember that your conversations will carry.

If you want to smoke in your unit, close your front door and ventilate the smoke out of the windows. An automatic fine of \$100.00 will be assessed for not closing your door.

Closing your door will prevent damage in the hallways, i.e.: smoke stains on paint, etc. Be considerate of your neighbors on all sides of your unit.

11. Fireworks

Fireworks are not permitted at anytime, anywhere on this property, including the annex parking area.

12. Climbing

No climbing on, or over fences or walls, to include the pool walls. No climbing trees.

13. Soliciting/canvassing

No soliciting or canvassing at any time.

14. Noise

QUIET HOURS ARE BETWEEN 8:00PM AND 8:00AM

a) All occupants, visitors and guests should avoid excessive noise of any kind, at any time, inside or outside in order to show consideration to other residents, especially on each side, above and below. The second notification of excessive noise, results in a fine to the owner. Repeat offenses may lead to an eviction notice. Please report any offensive behavior to the Harbor Lights Office. Security will take care of your complaint with your confidentiality in mind.

b) Sounds travel readily through windows and doors. This includes musical instruments, TV's stereos, alarm clocks, car horns, bouncing balls, etc.

c) It is a good idea to keep your front door closed at all times, to prevent loud sounds, like televisions, or loud stereos from entering the hallway. You might enjoy your music or TV, but your neighbors might not like your choice.

d) Bouncing balls should not be played with in the hallways, elevators, or anywhere inside the buildings, or on the outside walkways.

e) Please talk quietly in the parking lots and especially in the courtyard during quiet time. Do not talk loudly on your phone in the courtyard after 8 pm, where the benches are situated near the buildings, barbecue area, and fish pond. Do not have long, loud conversations in the parking and courtyard areas after 8pm.

f) Appropriate floor coverings must be used to reduce noise to the unit below. If your unit is not carpeted, be aware that sound travels downwards through the concrete floor to the unit below. Limit sounds caused by dragging and moving furniture.

g) Avoid food preparation that requires banging and continuous chopping during quiet hours.

Respect your neighbor's right to peace & quiet enjoyment. Even during times not considered quiet hours, care should be given not to offend neighbors with loud music or noise, car horns honking, friends yelling, loud talking, or whistling up to the windows, doors slamming, or heavy traffic in and out of your unit.

15. Profanity

No loud, repeated profanity is permitted in any common area of this property.

16. Cell Phone Use

If you use your phone outside of your unit in the parking, hallway, or courtyard area, please keep your calls to a minimum during quiet hours. No loud talking, shouting or yelling please. Remember that

sound carries.

F. COMMON AREAS

1. Video Cameras

The management uses video cameras to monitor the property. They are located throughout the property and used for the safety and security of the community. Any willful damage to, or attempt to block these cameras will result in a fine and possible eviction. The cost of repair will be billed to the responsible person/s.

2. Obstructing Common Areas

Items of personal property including baby carriages, bikes, shoes, doormats, rugs or plants shall not be left in any part of the hallways, including stairwells, walkways, lobbies, elevators or parking areas, or your parking stall.

3. Outside Appearance of Units

Do not hang notices, clothing, laundry, stickers and pictures in windows or exterior doors.

4. Trash Bins (Dumpsters)

- a) For good hygiene and sanitation practice all trash must be wrapped and bagged in leak-proof plastic bags and placed in the trash bins by responsible persons.
- b) The bins are for household trash only.
- c) Please do not dispose of appliances, televisions, or other heavy items.
- d) Car batteries, tires, oil or other controlled substances should not be thrown in the dumpster; take them to the dump or re-cycling center.
- e) It is not acceptable for Contractor's waste to be disposed of in the dumpsters. Contractors should make arrangements to have their own dumpster brought in, or take the waste directly to the dump.
- f) Do not throw your household trash in the laundry room containers, car wash, or common area receptacles.
- g) If you are disabled, please notify the office if you cannot lift your trash to the dumpster. You may leave it by the side for staff to pick up.
- h) Do not throw un-bagged/loose items of trash into the bins.
- i) Empty cardboard boxes and large bulky items shall be broken down and be carried and placed in the trash bins.
- j) Do not place heavy, broken car parts in the trash bins. You must dispose of your old auto parts yourself.

k) The removal of furniture, large appliances, construction debris, etc. from the Harbor Lights complex is the responsibility of the owner and occupants. If these unwanted items are placed in the trash bins, a fine of \$100.00 will be assessed, plus the cost of removal from the property.

l) A large bin for residents to dispose of large items, like broken furniture will be provided periodically for this purpose.

m) Do not enter the trash bins. Any person caught climbing into the trash bins will be fined.

5. Barbecue Area

No BBQ's or hibachis will be permitted to be used in any unit or anywhere but the designated areas. Gas BBQ's are available on a first come basis in the courtyard area. Grills for barbecues are available from Security for \$25.00 deposit and should be returned in clean and good condition. The person using the BBQ's must be clean up after each use.

6. Swimming Pool

SWIM AT YOUR OWN RISK !

THERE IS NO LIFEGUARD ON DUTY AT THE POOL!

PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN.

Keys for the pool gate are available from the Harbor Lights Office for \$25.00 per key. One key will be issued to each unit.

a) Swimming Pool Rules are set by the Board of Directors and/or the Manager, and the staff will enforce the rules.

b) The Manager and staff have been given authority and responsibility by the Board, to exclude from the pool and recreation area any person who is disturbing others, causing a hazard to himself or others, abusing the facilities, or for violating any other rules and has the right to set the amount of house rule violation fines.

c) **There is no lifeguard at the pool**, therefore, for insurance and safety reasons, parents, or a responsible adult, must be present with children under the age of eighteen (18) in the pool area. If parents cannot be present with their children, a responsible adult (18 years old, or over) can accompany their child/children. The adults must remain in the pool area at all times with the children. Harbor Lights is not responsible for incidents pertaining to unattended minors at, or in the pool area. Persons responsible for children may bring up to four (4) children per adult, to the pool.

d) Use of the swimming pool and recreation area shall be limited to residents and their guests. The resident must be present with guests at the pool and may have only 4 (four) guests in and about the pool area without prior written notification to the Manager.

e) Pool hours are as posted.

f) The rope and floats dividing the three feet (3) marker from the rest of the pool must remain in place when there are children in the pool. If there are no children in the pool and you want to swim laps, you may remove the divider, but it must be replaced when you have finished your laps. Failure to replace the divider across the pool will result in a fine. (This is an Insurance Requirement.)

- g) No alcohol or illegal drugs may be brought into or used in the pool area. (See Conduct Rules). China, crockery, or glass items are not permitted in the pool area. No food or drinks, with the exception of water in an unbreakable container are allowed in the pool area. Food and non-alcoholic beverages must be consumed at the picnic tables outside the pool fence.
- h) No nude sunning or swimming, *regardless of age*. Persons entering the pool must bring a towel and wear bathing suit/shorts. Cut-off shorts and street clothing are not allowed, because they foul the filter and chemicals in clothing affect the balance of the pool water.
- i) Infants must wear disposable swim pants - NOT regular Pampers or diapers. If fecal matter (poop) is found in the pool, it may take up to 24 hours to thoroughly clean the pool and bring it back up to a healthy standard for people to resume using the pool. This spoils enjoyment for other people, so please be considerate of others when you bring your infants and children to the pool. A mandatory fine of \$100.00 will be assessed for inappropriate infant swimming gear.
- j) Swimmers must shower before entering the pool. Each time they are outside of the pool area, they must shower again before re-entering.
- k) No metal, stones, pennies, marbles or other small objects of any kind may be thrown or dropped into the swimming pool.
- l) All pool users must take their own towel to dry off. For safety purposes, all persons must dry after swimming before entering any of the main lobbies, or using the elevators and stairways, so as not to leave water on the floors.
- m) The Restroom in the pool area is open to everyone during regular pool hours.
- n) Radios with earphones are allowed in the pool area. No loud radios are allowed in the common areas at any time. Loud repeated profanity will not be tolerated.
- o) Do not urinate (pee) or defecate (poop) in the pool. There is a bathroom provided.
- o) Everyone is required to obey the Pool rules. Failure to obey rules could result in the individual being banned from the pool with the duration determined by Management:

LOUD NOISES ECHO AND ARE EASILY HEARD THROUGHOUT THE COURTYARD

**DO NOT DISTURB OTHERS - NO SPLASHING - NO RUNNING
 NO BOMBING-NO HORSEPLAY - NO "MARCO POLO"- NO LOUD SCREAMING OR YELLING-
 NO ANIMALS ALLOWED IN THE POOL AREA-NO GLASS ITEMS - NO HAIRPINS
 NO NUDE SWIMMING - BRING TOWEL TO DRY OFF
 NO SPITTING, COUGHING UP, SPOUTING OR BLOWING NOSE - NO WATER GUNS
 NO RAFTS OR BOOGIE BOARDS - NO DIAPERS - NO PETS
 NO PERSON WITH SKIN DISEASE, BAND-AIDS, CUTS OR OPEN SORES
 YOU MUST SHOWER BEFORE ENTERING POOL
 GUESTS MUST BE ACCOMPANIED BY RESIDENT
 RESPECT THE RIGHTS OF OTHERS USING THE POOL
 PLEASE DRY OFF BEFORE LEAVING THE POOL
 POOL GATE MUST BE CLOSED AT ALL TIMES
 DO NOT SWING ON THE POOL GATE TO TRY AND OPEN IT
 DO NOT SHAKE THE UMBRELLAS BY CLIMBING ONTO THE TABLES
 NO DIVING PERMITTED**

RESPECT THE RIGHTS OF THE UNITS FACING THE POOL AREA

DO NOT MOVE THE POOL FURNITURE AROUND, DO NOT STACK IT OR USE IT TO DIVE OFF INTO THE POOL

7. Courtyard and Recreation Area

PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN

Recreation Area Rules are set by the Board of Directors and/or the Manager, and the staff will enforce the rules.

The Recreation area is the basketball area, volleyball court, and the surrounding paved areas where the cabana used to be in the courtyard.

a) Toys with Wheels, Remote Controlled Toys, and Bicycles etc.

Roller skates, roller blades, shoe skates "Heelys", skateboards, tricycles, scooters, remote operated toys to include drones, or motorized cars and other wheeled toys may NOT be ridden/played within the Harbor Lights hallways, stairwells, courtyard, recreation area, parking lot or annex parking lot. They are subject to confiscation by Security and may be picked up by the parents from the office. Bicycles are allowed as bona-fide transportation only from building entry to property exit and must observe the one-way traffic rule, or walked to the road.

b) The Recreation Area is closed after dark. Young children of middle school age (8th grade) and younger should not be in the courtyard after dark and must return to their units.

c) Children can play in this area unsupervised. Bullying or rough play, to include boxing, or martial arts play, will not be tolerated. Any ball games where the ball is thrown violently, aiming at an individual will not be permitted,

d) Bouncing balls should not be played with in the hallways, elevators, or anywhere inside the buildings. **DO NOT BOUNCE THEM** on the walkways.

e) Any person under the age of 18 must vacate the common areas by 10:00 p.m. This will be strictly enforced. Those under the age of 18 must be accompanied by their parents or a responsible adult, if out after curfew. (8 p.m. under 16 years old).

e) Do not play noisily on the grass areas close to buildings.

f) No loud radios are allowed in the common areas at any time.

g) Please enjoy the koi pond. Children are not permitted to climb the walls. Do not throw rubbish or coins into the pond. Do not dispose of unwanted aquarium fish in our pond.

LOUD NOISES ECHO AND ARE EASILY HEARD THROUGHOUT THE COURTYARD

WHILE PLAYING DO NOT PLAY ON OR BLOCK THE MAIN WALKWAYS BETWEEN THE BUILDINGS.

ALLOW PEOPLE TO PASS FREELY

**DO NOT DISTURB OTHERS-NO YELLING- NO SCREAMING- NO DODGE BALL
NO BASEBALL/SOFTBALL PRACTICE (TOO NEAR TO A LOT OF WINDOWS)
NO FIGHTING - NO HORSEPLAY-NO GLASS ITEMS
NO SPITTING**

**GUESTS MUST BE ACCOMPANIED BY RESIDENT
RESPECT THE RIGHTS OF OTHERS USING THE RECREATION AREA
RESPECT THE RIGHTS OF THE UNITS FACING THE COURTYARD
BULLYING WILL NOT BE TOLERATED**

Please talk quietly in the parking lots and especially in the courtyard after 8 pm, during quiet time. Do not talk loudly on your phone after 8p.m. anywhere in the courtyard especially where benches are situated near the buildings, or in the parking areas. Do not have long, loud conversations in the parking and courtyard areas after 8 p.m. No whistling.

NO SPITTING, OR THROWING DOWN CIGARETTE BUTTS IN COURTYARD OR PARKING AREAS.

PLEASE DO NOT THROW COINS INTO THE FISHPOND.

8. Playground Equipment

PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN

- a) Children over 12 years of age are not permitted on the playground equipment. When pushing small children on the swings, do not push them too high, or in a violent manner.
- b) Volleyball players can borrow the net from Security. Those using the volleyball net are responsible for the set-up and removal of the net and returning it to Security after use.
- c) The playground is closed after dark. Young children of middle school age (8th grade) and younger should not be in the courtyard after dark and must return to their units.

9. Lobbies

All persons will enter through the lobbies. These are the main entry and exits for all buildings. Mail boxes and bulletin/notice boards are in the lobbies.

Tampering with mail boxes is a Federal Offense and will be reported and in-house fines issued.

**NO URINATING, SPITTING, SMOKING, LITTERING, LOITERING, PLAYING, YELLING, OR
THROWING DOWN CIGARETTE BUTTS IN THE LOBBIES.**

10. Bulletin/Notice Boards.

There is a Bulletin/Notice board in every lobby, located on the ground floor between the elevators in each building. Please check the bulletin boards frequently as important notices are posted there. Residents may place notices on the boards for a fee of \$1.00 per board, per week. Community service announcements and lost and found notices will be posted free of charge. Business ads are allowed at a cost of \$20.00 per board, per week. Items must be a reasonable size to fit in the board. Your notice should be given to the office, for payment and posting. Any notes adhering to the outside glass of the notice boards will be destroyed.

11. Hallways

- a) Do not scratch the floors while moving heavy furniture or trash. Do not drag laundry baskets or laundry hampers that do not have wheels from your unit to the laundry. Use dollies or soft fabric under these items to prevent scratching the floor.
- b) **NO SPITTING, NO SMOKING, OR THROWING DOWN CIGARETTE BUTTS IN THE HALLWAYS.**
- c) Do not place any mats, or slippers outside your door.
- d) No running, playing, or sitting in the hallways is permitted
- e) Do not spill liquids like soft drinks or ice cream in the hallways. You should wipe up your drips after you. Liquids on the floor are a dangerous SLIP HAZARD.
- f) Do not tamper with any of the exit signs, emergency lighting systems, metering systems or electrical boxes located in the hallways.
- g) Do not touch, or tamper with the fire alarms, smoke detectors, or fire-hoses unless there is an emergency.
- h) Do not bounce balls in the hallways.
- i) Do not play with soap bubbles in the hallways. The liquid causes slip and fall accidents.

12. Stairwells

NO URINATING (PEEING), DEFACATING (POOPING), SPITTING, SMOKING, LITTERING, LOITERING, PLAYING, OR THROWING DOWN CIGARETTE BUTTS IN THE STAIRWELLS. PLEASE DO NOT YELL IN THE STAIRWELLS.

13. Fire Doors

It is the Maui County Fire Code and State and Federal Law that the fire doors must remain closed at all times. Do not prop or tie them open or tamper with the locking or hinge mechanisms at any time. This is for your safety. Fines will be issued for non-compliance.

14. Elevators

- a) Do not push the emergency and fire buttons in the elevators unless there is a real emergency. False reports interfere with the Harbor Lights office services.
- b) No playing, smoking, spitting, littering, spilling beverages of any kind, eating any food or urinating (peeing) or defecating (pooping) in the elevator.
- c) Do not overload the elevator. When moving large pieces of furniture, do not damage the lights, walls, floor or doors of the elevator. If the furniture is too large for the elevator, do not try to force it in, use the stairwell to take it to your unit.
- d) A key to the elevator can be checked out from the office. If you are moving or have a big item the elevator can be stopped for ease in loading or unloading. Please respect our elevators and do not damage the interiors with large items, and do not hold the door open for extended periods.
- e) Scratching the elevator walls will result in a \$100.00 fine and cost of repairing the damage.

15. Laundries

The laundry rooms are located on the 3rd and 4th floor of each building. They are open 24 hours a day. Each room has several washers and dryers.

PLEASE OBSERVE THE NOISE RULES, AND DO NOT BANG THE WASHER AND DRYER LIDS AND SCREENS.

DO NOT OVERLOAD THE MACHINES.

There are triple load washers and dryers on the ground floor of "A" and "D" building that will accommodate comforters and sleeping bags, and any rubberized mats or rugs, as well as other large loads.

- a) It is recommended that you **do not leave clothes unattended**. Management is not responsible for damages or theft. If clothes are left in the machines for more than 10 minutes, Security will be called. Security has been instructed to remove the clothes and place them in trash bags.
- b) Please remove your clothes as soon as they are done so that others will not have to wait. Laundry etiquette allows the next person to remove your items from the machine if you do not. If you remove others' laundry, please place it neatly on the counter for them.
- c) Please report broken machines to the office. Call the office at **871-8602**, if there is a problem with inserting coins, or you have inserted coins and the machines do not work, you will receive a refund.
- d) Please wipe the washer and clean the dryer screens after use. Take off the lint and dispose in the trash can. Do not bang the dryer screens on the edges. Pick up your dryer sheets from the floor and place in the trash can.
- e) Do not sit on the counters in the laundry rooms, bring your own chairs if you need to sit.
- f) Do not plug in electronic devices (video players, phone chargers, rice cookers, etc.) in the laundry rooms.
- g) Do not put any of your household trash in the trash can.
- h) Do not put your discarded items on the laundry counters. Make other arrangements for disposal of these types of items.
- l) Do not use the laundry sinks to wash fish tanks or rubbish cans. You can take these items to the car wash area to wash them, or wash in your unit.
- m) Do not use the laundry sinks for any kind of food preparation. This must be done in your unit.
- n) **NO PLAYING, URINATING (PEEING), DEFACATING (POOPING), SPITTING, SMOKING, LITTERING, OR THROWING DOWN CIGARETTE BUTTS IN THE LAUNDRY ROOMS**

Please be considerate of others. Remember the **NOISE** rules.

16. Shopping Carts

- a) It is preferred that shopping carts are not brought on the property.
- b) If you use the store's cart to bring your shopping to Harbor Lights, do not leave them in the hallways, or other common areas. Do not leave them outside the gates on the street in front of the wall on Kahului Beach Road, or Kaihee Place.
- c) If you do not want them in your unit, take them and place them out of sight behind the dumpster walls or take them to the far corner behind the B building (Landscaping storage area) for the store to pick them up. Better yet, take the cart back yourself, when you return to the store.
- d) Just a reminder that it is an offense to steal a shopping cart from a store, and is punishable through the court system with a hefty fine.

G. DRIVING AND PARKING VEHICLES

1. Driver License and Automobile Insurance Requirement

- a) For insurance purposes, all vehicle owners/drivers must carry a current motor vehicle operator's license and proof of current no fault insurance to drive a vehicle on to Harbor Lights property. The License may be from any State in the U.S, or a current Driver's License from any other country, or an International Driver's Permit.
- b) The Security Guard on gate duty must request a Driver's License and proof of insurance from anyone driving a vehicle with no visible Harbor Lights sticker on to the Property. If you are not authorized to drive on County or State Roads, you are not authorized to drive on Harbor Lights Property either. Access to the property while driving your vehicle will be refused. (Please check that your overseas license is valid as some can only be used for a limited time upon entry to the United States.)

2. Harbor Lights Parking Permit Stickers

- a) All vehicles belonging to occupants must be registered with the Harbor Lights office and must display a Harbor Lights permit sticker.
- b) Vehicle must have current registration, no fault insurance and safety check to qualify for a permit and must be driven to the side of the "A" building by the office for the staff to affix your sticker. Expiration dates will be noted and vehicle sticker will become invalid if not renewed.
- c) Owner of vehicle must be a registered occupant and must hold a current Driver's License.
- d) Failure to register vehicle will incur a fine of \$25.00 with consistent weekly fines until properly registered.
- e) The sticker is mandatory for parking in your designated stall within the property, for Annex Parking, use of car wash and vehicle repair station.

3. One-way System

For greater safety and security of our residents, Harbor Lights has a one way system for vehicles entering and leaving the property. All vehicles enter through the main gate, turn left and continue driving

clockwise around the property to their parking stall. All guests and delivery companies are expected to follow these rules.

There is an exception for vehicles parked on the south side of the "D" building. These vehicles must observe the one-way system to park, but may exit by driving in the direction of the college to the exit gate. Care must be taken when turning right into the flow of traffic to leave by the exit gate.

4. Parking

- a) There is **ONE** (1) parking stall provided for each unit. Occupants must park their vehicles within the confines of that designated stall.
- b) DO NOT PARK OVER OR ON THE LINES. PARK YOUR VEHICLE IN THE MIDDLE OF THE LINES.**
- c) Should another vehicle park in your stall, call Security or the office, who will advise you where to park while the situation is resolved.
- d) No vehicle shall be parked in a parking stall inside the property if the vehicle's width does not allow reasonable access and sufficient room for your neighbor to open his vehicle doors, or for you to open your vehicle doors for comfortable access. (See #11 Large Vehicles)
- e) Occupant is responsible for the upkeep of the unit's parking stall and is responsible for removing all rubbish, oil build-up, etc.
- f) Parking areas may not be used for any recreation (i.e., playing ball, riding of bicycles, skating, etc.) or for repairing, or washing your vehicle.
- g) Parents must control children at all times.
- h) Loading Zones are areas in front of each building designated for delivery, pick up and drop off. Do not park in these areas. If you have to leave your vehicle unattended, please leave the emergency flashers on, to indicate that you will return in a short while. These areas are NO PARKING areas and vehicles parked permanently will be fined and towed.

5. Car Wash

Vehicles may be washed in the designated car wash area only, located at the ocean-side corner of "D" building. It is reserved for the exclusive use of Harbor Lights residents displaying a Harbor Lights parking permit. An electrical outlet is supplied for your use so you can vacuum your interior. A hose and a garbage receptacle are also provided. Please be sure to turn off the water completely, put the hose back on the rack, and leave the area clean for the next person's use. All rubbish must be removed from area when you are done. Only registered Harbor Lights vehicles are allowed to use this facility.

6. Car Repair Area

- a) Vehicle repairs are not allowed to be performed in the stalls.
- b) A vehicle repair area for minor repairs of resident's cars is located in the Annex parking across from the guard shack. You may check out the key from the office on a first come, first served basis. We will also accept reservations, subject to availability, for the weekend or day(s) of your choice. There is an electrical outlet available for your convenience. The area must be cleaned after

you finish and great care must be taken to not allow oil, antifreeze or other fluids to seep into the slab or surrounding area. The EPA has strict regulations regarding petroleum based products so we must keep this area clean or it will no longer be available.

c) All discarded auto parts must be removed by the responsible party. Do not throw them in the dumpster, or anywhere on the property.

d) No mechanical repairs or maintenance shall be performed on a vehicle in the common areas, or in any parking stall, except in an emergency i.e., to fix a flat tire, or add water or oil. Minor vehicle repairs can be performed in the auto repair station *only* and requires approval from Management to use the area. Failure to obtain approval *before* doing auto repairs, will incur an automatic fine of \$100.00.

7. Speed Limit

The maximum speed limit on Harbor Lights property is: **10 M. P. H.**

8. Tow Away Zones

Please familiarize yourself with the “No Parking “, “Active Loading Zone”, “Tow Away Zone”, and “Fire Zone” areas designated by signs or red or yellow paint. Residents and vendors must have a written temporary sticker from the office authorizing the vehicle to be left unattended in the loading zone. Leaving your car unattended or failure to get a temporary parking permit will result in your car being towed. Cars are never permitted to be parked in the “Tow Away Zone”. This is cause for the immediate towing of the vehicle. Loading zones are for active loading and unloading **ONLY**. Flashers must be on if your are loading or unloading to indicate you are actively loading/unloading.

9. Condition of Vehicles

All vehicles must be in operable condition for removal in case of emergency. If the vehicle is cited as inoperable (flat tire, etc.), the problem must be rectified within 24 hours or the owner could be subject to fines for failure to correct and/or the vehicle could be towed at owner’s expense. There is no area authorized for vehicle storage at Harbor Lights.

10. Towed Vehicles

Cars towed away for violations are towed at the owner’s expense. Areas designated **NO PARKING** are done so for serious reasons. The fire department and other emergency vehicles have very specific requirements. If you park in these areas your vehicle may be immediately towed at your expense. Residents are responsible for their guests, so please share our parking rules with your guests to help make their visit a pleasant one. Under certain circumstances, temporary parking permits may be issued by the office.

11. Large Vehicles

a) If your vehicle is too large (truck, small bus, or large van) to park inside the gates, the vehicle must be registered with the Harbor Lights office and you may rent two adjoining annex stalls, if available, for \$100.00 per month. Any damage caused by said vehicles will be assessed to the owner of the vehicle.

b) Boats and/or large trailers, large buses, or over-sized trucks (semi's) shall not be parked permanently anywhere on the property or the Annex Parking Lot. Large vehicles may temporarily en-

ter the property for not more than two (2) hours to assist with moving in and out of units or other maintenance tasks.

12. Noisy Vehicles

Excessive noise, at any time (including non-quiet hours), such as noisy vehicles, motorcycles, or honking of horns is strictly prohibited. Offending vehicles will be banned from entering property. Any owner of a vehicle with a car alarm must be able to respond immediately to disarm it if it goes off. If the vehicle owner is unable to respond immediately to vehicle alarms, noise violation fines will be issued.

PLEASE RESPECT THE RIGHTS OF THE UNITS FACING THE PARKING LOTS

13. Visitor Parking

- a) Visitor parking is located in the annex parking area on Kaihee Place. Visitors are not allowed to switch stalls after 3 hours. Any violation, the vehicle will be fined or towed away.
- b) Visitor parking is only for visitors or vendors. Residents of Harbor Lights cannot park in visitor parking. Residents' vehicles parked in visitor stalls will be fined or towed away. For extended visitor parking, call 871-8602.
- c) Visitors granted access to pick up, or drop off residents may not park in any stall within the gates of Harbor Lights.
- d) Overnight parking may be available on a first come - first served basis by contacting Security on duty, and paying a \$5.00 per night usage fee. The guard will accept the correct cash amount only – no change given.

14. Annex Parking

- a) Annex Stalls may be rented from Harbor Lights at \$50.00 per month. A Harbor Lights parking sticker or written temporary permits will be issued upon payment. All other parked vehicles will be subject to a fine, or towed away.
- b) Repairs are not allowed in the annex parking area except in the repair station. Failure to observe this rule will result in an automatic fine of \$100.00. Must comply with repair station rules.
- c) No loitering allowed at the Bus Stop.

H. MAINTENANCE

Under the supervision of the Board the maintenance of the common elements is the responsibility of the Manager and Staff of Harbor Lights. Defects, damage, or deficiencies should be reported to the office at 871-8602.

- a) All damage to the buildings or grounds caused by the moving and carrying of articles therein, shall be paid for by the owner of the unit causing such damage.

- b) 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, or from the disrepair or malfunction of any unit's plumbing or electric service or negligence of the occupants within, resulting in damage to other units or the common area shall be paid for by the owner of the unit in which the person(s) responsible for the misuse reside(s).
- c) Maintenance of individually owned units, including all windows, doors, electrical appliances, and unit electrical wiring and plumbing, is the responsibility of the respective owner.
- d) Workers servicing a unit must check in with the office before work is started. If after hours, call 871-8602 and security will make necessary arrangements for access. (Water or electric may have to be turned off, which involves other units)

I. SAFETY & SECURITY

CALL 871-8602 DAY OR NIGHT, 24 HOURS, 7 DAYS PER WEEK

All homeowners and residents have an obligation to make the safety and security of Harbor Lights a primary consideration at all times. Be alert to suspicious or unknown people, vehicles and situations; this includes unusual sources of smoke, fire, odor, or water. Do not hesitate to investigate and notify the Harbor Lights Office, Manager, Fire Department, or the Police if warranted. Do not attempt to directly confront a suspicious stranger yourself. Promptly report them to the Security, Manager, or Police.

Residents are encouraged to lock their vehicles and never store valuables inside vehicles. If valuables are kept in Storage rooms, they should be locked and secured.

1. Issuing Access Cards & Pool Keys

- a) Harbor Lights Office will issue residents **ONE (1)** vehicle gate card for a legally registered vehicle, which opens the vehicle entrance gate, and the pedestrian gates. Keys for the swimming pool gate are issued, one per unit, at a cost of \$25.00.
- b) The cards expire when the vehicle registration expires and must be renewed at the office with proof of vehicle ownership, tax and insurance. Other cards are issued, to a maximum of five registered occupants per unit, including vehicle and pedestrian access.
- c) Lost or stolen cards should be reported immediately to the office for deactivation. The replacement fee for a lost card is \$25.00.
- d) Owners are responsible for collecting cards from residents vacating the property.
- e) Non-resident owners/agents may request an entry card from the Harbor Lights office. There is a fee of \$25.00 for a card.
- f) Cards for medical/caregiver services may be issued at the discretion of the management.
- g) When entering the property, all Harbor Lights House rules, State Law and local ordinances must be adhered to by the Owner/Agent. Tenants and visitor violations will result in fines, or Police action.

2. Vehicle Gates

- a) Vehicles enter and exit Harbor Lights through the gates on Kaihee Place. The gates are open during normal business hours, and a security guard is on duty.
- b) The vehicle entrance gate opens slowly. Drivers must wait for it to completely open before entering. Tailgating is not permitted. Only one vehicle at a time is allowed to enter. Once opened, both the entrance and exit gates will automatically start closing after a short delay. After the gate has completely opened, vehicles should move through quickly to get clear of the gate. Stopping the vehicle part-way through the gate, or entering the path of the gate after it has started to close, could result in damage to the gate and to the vehicle. The Association is not responsible for resulting vehicle damage. Owners are responsible if their renters cause damage to the gates. Owners should thoroughly brief these individuals on the entrance and exit gate procedures.
- c) The vehicle exit gate does not require use of a gate card. It automatically opens when a vehicle stops and waits in front of the gate. Drivers must wait for it to completely open before exiting the property. Do not enter using this gate.

3. Traffic control spikes

- a) **TRAFFIC CONTROL SPIKES ARE INSTALLED TO PREVENT ILLEGAL ENTRY THROUGH THE EXIT GATE. HARBOR LIGHTS MANAGEMENT, BOARD OF DIRECTORS AND AOA ARE NOT RESPONSIBLE FOR ANY DAMAGES SUSTAINED TO A VEHICLE THAT ENTERS THE EXIT GATE OR FOR ANY DAMAGE CAUSED TO TIRES BY ENTERING OR STOPPING ON THE SPIKES.**
- b) **INJURY CAUSED TO PEDESTRIANS ENTERING THE PROPERTY THROUGH THE VEHICLE ENTRY AND EXIT GATES IS NOT THE RESPONSIBILITY OF HARBOR LIGHTS MANAGEMENT, BOARD OF DIRECTORS OR AOA.**

4. Pedestrian Gates

- a) Pedestrian gates are provided at all entrances, one on Kahului Beach Road and two on Kaihee Place. One key card works all pedestrian gates. All residents walking into the property are required to use the Pedestrian gates to enter and exit. For your personal safety – never walk through the vehicle gates.
- b) The Kahului Beach Road pedestrian gate closes at 10.00 p.m. and re-opens at 6:00 a.m. Persons needing special access through the Kahului Beach Road gate before, or after the set hours, may request a special gate card from the Harbor Lights Office.
- c) Harbor Lights will not open the gates to admit visitors, or service personnel in the absence of the unit owner, or Renter, unless specifically authorized by the homeowner, agent, or resident. Those persons needing special access will be accommodated. To be placed on the Access Roster, the visitor's or business name and their expected date and time of arrival must be provided to the office.
- d) During business hours Harbor Lights will permit access to the property by delivery companies; however, access to individual condominiums will be provided by prior arrangement only.
- e) **INJURY CAUSED TO PEDESTRIANS ENTERING THE PROPERTY THROUGH THE VEHICLE ENTRY AND EXIT GATES IS NOT THE RESPONSIBILITY OF HARBOR LIGHTS MANAGEMENT, BOARD OF DIRECTORS OR AOA.**

5. Fire Alarms

Each Harbor Lights building is equipped with a Fire Alarm. If a fire alarm is sounded, please leave the building as quickly as possible using the stairwells and congregate in the Parking area by your building.

When you move in, if you are, or become disabled, and need help to leave the building, please notify the office, so the Fire Department can be notified of your situation in times of emergency.

It is recommended that each owner/leaser install smoke alarms in their units.

J. RULE VIOLATIONS AND FINES

1. Fines

- a) All violations of any Rules by unit owner, Renter, or guest are subject to fines.
- b) Fines for violation of the House Rules will be levied against the **OWNER** of the responsible unit.
- c) It is the owner's responsibility to collect the fine from his Renter. All House Rule violations will be specified in writing. Notice is given to the Owner and the Renter.
- d) At the unit owner's request *and* the Management's discretion, a fine imposed for violation of these Rules may be worked off in community service, at the prevailing minimum wage rate, or other reasonable rate as may be set from time to time.

2. Mandatory Automatic Fines (*Warnings Not Required*)

\$1,000.00 Fine for the Following:

Anyone convicted of illegal drug use, possession, cultivation, manufacture or promotion on property, to include the annex parking.

\$500.00 Fine for the Following:

Failure to register all occupants and guests prior to their occupancy and keep unit status current by updating this information as soon as changes occur.

\$100.00 Fine for the Following:

Fighting or other physical altercation Public nuisance such as disorderly conduct or drunkenness.

Any offensive behavior or verbal and/or physical abuse toward Harbor Lights staff.

Harboring a person trespassed from Harbor Lights or allowing them to visit, to include annex parking area.

Creating a fire or other hazardous situation.

Storing hazardous items in unit. (Will be reported to the Maui County Fire Chief)

Drinking any alcoholic beverages in any of the common areas to include annex parking.
NO Fireworks at any time of year to include annex parking.

Police response (unless medical emergency, or lost child etc.) at Manager's Discretion.

Indecent exposure.

Any person in a specified off-limits area.

Climbing over any fence or gate including pool gate.

Littering - Major.

Failure to provide key, or provide current emergency phone number of owner/agent or tenant to management.

Large furniture or appliance dumping.

Vehicle repair performed in other than designated repair station (to include inside unit)

Failure to pick-up after pet.

Unauthorized pet (with consistent weekly fines until corrected).

Having a washer, dryer, sauna, or jacuzzi, in violation of these rules (with consistent weekly fines until corrected.)

Vandalism, to include graffiti - fine plus cost of replacement or repair. Second violation – \$200.00 fine plus cost of replacement or repair, and request for eviction.

False alarms, (fire alarms or misuse of elevator emergency button)

Urinating, (peeing) defecating, (pooping), or spitting anywhere inside of any building. hall way, elevator, stairwell, lobby, or laundry rooms, to include all exterior public areas.

Theft from vending machines, regardless of age.

3. Fines for General Violations

Unless specified otherwise in these House Rules, consequences for violations of the House Rules will be assessed at the manager's discretion.

1st violation	Warning
2nd violation	\$50.00
3rd violation	\$100.00
4th violation	Possible eviction

Smoking in unauthorized common areas to include halls, elevator, stairwells, lobby or laundry.

Spitting, littering, spilling beverages of any kind and not cleaning it up, or spilling and eating any food in the elevator, stairwells, lobby, or laundry.

Dirtying of walls/public areas. (Unless deemed vandalism).

Improper trash handling/disposal.

Playing and/or loitering in the parking lot, stairwells, hallways, laundry rooms or master bedroom cove of each building.

Swimming Pool and Recreation area violations.

Curfew violations.

Littering (minor).

Loud repeated profanity.

Parking violations.

Inoperable vehicles in parking stall (if no response will be towed at owners cost)

Entry and/or exit of wrong gate

Window and Drapery violations

Excessive Noise

Climbing into Trash Bin

Tree Climbing

Stealing from Vending Machines

Stealing from other Units.

4. **Violation of Occupancy Rules (Number of Occupants in Unit)**

1st violation: Warning with thirty (30) days to correct.

2nd violation: \$500.00 fine and eviction notice and will be turned over to an attorney with consistent monthly fines until corrected.

5. **30 Day Right to Appeal**

If either an owner/agent or Renter contests a notice of violation of the House Rules, they may bring a grievance procedure within 30 days of the violation notice.

The following procedures are available for Renters, Agents and owners:

6. **Grievance Procedure For Renter**

Renter completes a complaint form at the Harbor Lights office.

If no response within 10 days from the office, or the response is unsatisfactory, the Renter must ask the owner of his unit or the agent of record to submit a letter of appeal to the Board.

If the owner, or owner's agent of record supports Renter's complaint, the owner or agent of record may submit a letter to the Board of Directors and Harbor Lights Management, requesting a review of the complaint. If the owner or owner's agent of record does not agree to submit a letter to the Board of Directors, (the Renter may submit a letter requesting a review of the complaint, but may not appear personally at the Board of Directors' meeting).

The Owner, or his agent of record may request to appear at the Board of Directors' meeting at the Harbor Lights office.

The Owner or his agent of record, who represents the Renter, will appeal to the Board of Directors in person at the Board of Directors' meeting.

The Board of Directors will make the final decision of the appeal.

7. **Grievance Procedure for Owner**

The Owner completes a complaint form at the Harbor Lights office.

If no response from the office within 10 days or the response unsatisfactory, the owner must submit a letter to the Board of Directors, requesting a review of the complaint.

The Owner to request to appear at the Board of Directors' meeting at the Harbor Lights office.

The Owner to appeal by letter to the Board of Directors, or in person at the Board of Directors' meeting.

The Board of Directors will make the final decision of the appeal.

8. **Unpaid Fines Collection Policy.**

Fines must be paid within thirty (30) days of receipt or 10% penalty will be added.

Under Hawaii State Law, all overdue fees or fines will be added to the Maintenance fees to accrue subsequent fines and late fees.

Any fees owed to the AOA are paid first, then the maintenance fees. **OWNERS ARE RESPONSIBLE FOR THEIR TENANTS' FINES.**

If the check bounces the assessment of fines and additional interest will continue until payment is received.

9. **Bounced Checks**

There will be a \$30.00 fee, plus any bank charges, for any checks not honored by the bank

10. **Police**

The manager and staff of Harbor Lights may, at their discretion, notify the police of any actions taken in violation of the House Rules.

HELPFUL HINTS AND USEFUL INFORMATION

**IF IT IS AN EMERGENCY
CALL 911 FOR ASSISTANCE**

Civil Defense Notifications - Please consult your Hawaiian Telephone Directory, or listen to Emergency Broadcasts to know what to do in a Civil Defense Emergency situation. Harbor

Lights Management and Staff will assist when and where they are able.

**EMERGENCY PHONE NUMBERS
Harbor Lights 871-8602**

Police-Fire-Ambulance Emergency	911	Access – Suicide & Crisis	1-800-753-6879
Non-Emergency Police	244-6400	Poison Control Center	1-800-826-7653
Crime Stoppers	242 6966	Child Welfare (To report abuse)	243-5162
Sexual Assault Crisis Hotline	873-8624	Adult Protective Service	243-5151
Domestic Violence Hotline	877-9888	School Bus Service	243-1171
		Date: 02/19/15	

MORE HELPFUL HINTS AND USEFUL INFORMATION

Lihikai School	873-3033
Maui Waena Intermediate School	873-3070
Maui High School	873-3000
Oceanic Cablevision	643-2100
MEO Transportation Service	877-7651
County of Maui Bus Schedule	270-7511
Seaweed Smell Complaint Hotline	270-7869
University of Hawaii Maui Campus	984-3500

Buying or Renting a Unit?

Please contact the Harbor Lights office, where they can give you information to contact local Realtors, or Rental Agencies.

Cable Television

Basic Cable Service, with about 78 channels, is provided to every unit courtesy of the Harbor Lights homeowners. If you would like to upgrade the basic service to digital and/or the premium channels, please call Oceanic Cable at 643-2100 to make arrangements. The available premium channels, with several stations each are HBO, STARZ, SHOWTIME, TMC, CINEMAX, ENCORE, NIPPON NET-WORK and PLAYBOY, as well as many PAY PER VIEW channels. They can also offer you Roadrunner Internet Service and home telephone. You will only be charged for the upgrade portion. The basic service will continue to be paid by the homeowners.

Mail

Mailboxes are available in the lobby of each building for out-going mail. It is usually picked up by 1:00 P.M. Monday through Saturday. We have delivery to the unit mailboxes located on the ground floor of each building by about the same time. Check with the office if you are locked out of your mail box. Do not attempt to force any of the locks. **TAMPERING WITH MAIL BOXES IS A FEDERAL OFFENSE.**

UPS and FEDEX also deliver. If you are not home, they will leave a note for redelivery. Or they may conveniently deliver to the office. You have 24 hours to pick-up your package during business hours.

Moving In or Out?

A key to the elevator can be checked out from the office. If you are moving or have a big item the elevator can be stopped for ease in loading or unloading. Please respect our elevators and do not damage the interiors with large items, and do not hold the door open for extended periods.

If you are moving and would like a more convenient place to park for loading purposes, please contact the office for assistance and directions.

Garage Sales

Residents can obtain permission to hold garage sales (a maximum of six (6) per year) on any Saturday or Sunday in your unit or in the Courtyard Area at the Manager's discretion. A \$10.00 fee per resident is required to be paid at the office in advance.

University of Hawaii Maui (formerly Maui Community College)

We are proud to have the University of Hawaii, Maui as our neighbors. Please respect their property and appreciate that they allow Harbor Lights residents access to Ka'ahumanu Center, etc. by crossing their property. They do not have to allow this. This provides a valuable short-cut for many of our residents who would otherwise have to walk all the way around. Please do not pick flowers, or take cuttings from plants or allow your children to play on their property. We have a very amicable relationship with the college and it benefits all of us to keep it that way. The annex parking area is on loan from them. They very graciously allow us exclusive right to use this area for additional parking, and they will do so as long as we maintain the area. That is why we are so strict with allowing only residents with a Harbor Lights parking permits and current paperwork on their vehicle to park there.

Medical Emergencies

In the event of a medical emergency, *make your first call to 911 immediately*. You may also call Harbor Lights number, 871-8602, to alert the Gate guard, who may also lend assistance.

Newspaper Stand

The Maui News is available in the front of "A" building. Subscriptions for home delivery are also available by contacting the Maui News directly at 242-6363. Theft from the machine is a felony and will be reported to the Police Department.

Pay Phones

There are two pay phones located on the side of the guard shack by the college entrance. They are available 24 hours a day, but please have consideration and observe our posted quiet hours of 8 PM to 8 AM. Please talk softly. These pay phones have a button that automatically dials 911 for emergency purposes. Please teach your children that it is against the law to call 911 if it is not an emergency. Children should not play with the pay phones at any time.

Schools

We are serviced by Lihikai Elementary, Maui Waena Intermediate and Maui High School. Each school provides bus transportation. There is a slight charge to ride the bus. Parents should contact the school to find out the details. The numbers are listed on the phone list in this booklet for your convenience. As with all other areas, parents are responsible for their children and it is recommended that you provide supervision for your child while waiting for the bus. The bus stop is in the far corner of the Annex parking across from the guard shack. The buses arrive on the college side of the fence.

You must keep your children on our side of the property until they board the bus. This is the parents' responsibility.

Seaweed Smell

From approximately June to September of each year we sometimes experience a foul smell from decaying seaweed in the Harbor. It smells like a sewer back-up, but it is a completely natural occurrence, and the County of Maui does a pretty good job of cleaning it up when we let them know it is a problem. When the seaweed season is in full bloom, please call the County Public Works Department at 270-7869 and let them know the smell is bothering you, and that it needs their attention. The County & Public Works Department has become quite attentive to the needs of the Harbor Lights residents during this "smelly" season. Thankfully it is a short season.

Spring Cleaning Dumpster

From time to time we order a large dumpster for residents to dispose of furniture and other bulky items. Please watch the bulletin boards for notice of this or call the office to find out when the next one is coming. Refrigerators, stoves, air conditioners, and other "white" goods are not allowed. Neither are tires, batteries, paint, used auto parts, or any petroleum product. These items can not be disposed in any dumpster, at any time. Residents must remove these items from the property themselves. There are serious fines imposed by the government for violations. Harbor Lights also issues fines plus the cost of removal for improper disposal of garbage.

Storage Units

There are a limited number of storage units available for rental. Each storage area is priced differently according to the amount of square feet available. Please sign up at the office, and when an area is available, you will be contacted. No hazardous liquids or items, i.e. gasoline, kerosine, or other flammable substances can be stored in these areas, to include motor vehicles, gas lawnmowers, etc..

Vending Machines

There is a candy and soda machine and a dollar bill changer located in the "A" building next to the office. There is also a candy and soda machine in "D" building across from the elevators. There are usually individual boxes of laundry detergent in the candy machine, just in case you run out. The dollar bill changer accepts single dollars as well as \$5's, \$10's, and \$20's in exchange for quarters for the laundry machines. The machines are monitored by video camera. Any damage or stealing will be punished. Theft from vending machines, regardless of age is a \$100 fine.

Water

There is a water dispensing machine by the office in the A Building and in the D Building.

All information on Association Meetings, Board Members, House Rules, and other pertinent information is posted regularly.

Remember

OUR MOST IMPORTANT RULE IS TO RESPECT YOUR NEIGHBORS

It is hoped that residents will resort to neighborly solutions for their problems or complaints.