

# **Maui Sunset AOA**

**House Rules**

**August 2020**

**TABLE OF CONTENTS**

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1. BY-LAWS PREVAIL:..... 3

2. REPORTING VIOLATIONS AND DAMAGES: ..... 3

3. NUISANCE: ..... 4

4. PARKING, PARKING STALLS, AND BICYCLE RACKS: ..... 4

5. OCCUPANCY: ..... 5

6. ABSENTEE OWNERS: ..... 6

7. COMMON ELEMENTS, ENTRANCES AND LANAIS: ..... 6

8. APARTMENT REPAIRS, ADDITIONS. AND/OR MODIFICATIONS:..... 8

9. PROPERTY MAINTENANCE:..... 12

10. HAZARD: ..... 12

11. USE OF POOL AND RECREATION AREAS:..... 13

12. IN CONNECTION WITH USE OF THE POOL AREA:..... 13

13. GENERAL RULES AND REGULATIONS: ..... 14

AMENDMENTS:..... 14

# **Rules and Regulations of Maui Sunset (House Rules)**

*August 2020*

This document sets forth the Rules and Regulations (herein called the "Rules") of Maui Sunset condominium property, clearly stating the responsibility of the Owners (herein called "Owners") and all children, guests, tenants, lessees and invitees (herein called "Occupants") and of the Association of Apartment Owners of Maui Sunset (herein called the "Association"). The Rules have taken into consideration the desires of the Owners and are subject to revision, as provided in the By-Laws of the Association (herein called "By-Laws"). Please note that certain sections hereof have been extracted, either in whole or in part, from the By-Laws, and amendment thereof will require amendment of the By-Laws. They apply to all Owners and Occupants and shall be enforced by the Board of Directors (herein called the "Board"). The following shall constitute enforceable Rules, despite the language in which the same may be expressed.

The basic guideline can be stated simply as common sense and consideration for the rights and feelings of others so that the general atmosphere is friendly and pleasant. The Board invites all residents to practice reasonable tolerance, remembering the close proximity in which they live.

1. BY-LAWS PREVAIL:

The By-Laws of the Association of Apartment Owners are incorporated herein by reference and if inconsistent with these Rules, said By-Laws shall prevail.

2. REPORTING VIOLATIONS AND DAMAGES:

- a) All corrective actions regarding violations of the Rules and damages to the Common Elements shall be enforced by the Board and should be reported promptly, in writing, to the General Manager or the Board.
- b) Damages to the Common Elements shall be surveyed by the Board or the General Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against Owners or Occupants for damages caused directly or indirectly.

3. NUISANCE:

- a) Occupants of an apartment shall not make or permit to be made any noise in the building by themselves or their children, guests, tenants, licensees or invitees which will annoy or interfere with the rights, comforts, and convenience of neighbors. Particular attention must be paid to maintaining a minimum of noise between 10:00 PM and 8:00 AM. In particular this applies to social gatherings, television sets, radios, cell phones, and stereos.
- b) Outdoor cooking shall be subject to regulation by the Board and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking at the gas barbecue area in the center of the courtyard are not permitted.

Cooking is not allowed on the lanai.

- c) Users of the pool shall obey the posted rules, the General Manager (or their designee), security personnel, and respect the rights of others at all times. Failure to adhere may result in loss of pool fob and pool privileges for a period of 30, 60, or 90 days. Repeated violations will result in permanent loss of the pool fob and pool privileges. The penalty will be determined and documented by the General Manager with the Board acting as an appeal board in case of a dispute over the offense and/or the penalty.
- d) Users of the exercise room shall obey the posted rules, General Manager, security personnel, Maui Sunset personnel, and respect the rights of others at all times. Weights shall be replaced in their proper location on cessation of use. Users shall not enter exercise room in a wet condition as to cause water to puddle on the floor of the exercise room. Failure to adhere may result in loss of exercise room privileges for a period of 30, 60, or 90 days. Repeated violation will result in permanent loss of the right to use the exercise room. The penalty will be determined and documented by the General Manager with the Board acting as an appeal board in case of a dispute over the offense and/ or the penalty.
- e) Be considerate of surrounding neighbors when using the kayak storage area or loading vehicles before 8:00 AM.

4. PARKING, PARKING STALLS, AND BICYCLE RACKS:

- a) Unauthorized vehicles not visiting or residing at Maui Sunset will be summarily removed at owner's expense and may be charged with trespassing. Owners, Occupants and/or their guests, tenants, lessees and invitees shall park their vehicles only in an approved parking space and shall display their Maui Sunset parking placard with assigned number, if applicable. There will be no reserved parking spaces except for extreme medical accommodation as determined by the Board President and the General Manager who will require a current, State

or National Disability placard. The use of motorcycles, motor scooters, or other wheeled equipment cannot be used to reserve a parking place. Owners and Occupants must not allow vehicles to protrude beyond the spaces or to block sidewalks and driveways. All vehicles must have current registration, current vehicle license plate displayed, and the registration number must be on file in the office. Any vehicle not on the office list may be towed and the owner thereof shall be held responsible for payment of all towing charges. No vehicle may be parked in any area other than parking spaces in the designated lots. Vehicles stored by Owners may only be parked in the designated spaces in the back row of the parking lot and shall have prominently displayed the Maui Sunset parking placard to designate the vehicle as belonging to an Owner.

- b) A vehicle shall not be washed except when it is in the stall, which is designated as a "Car Wash," and the area shall be thoroughly cleaned before leaving. No mechanical repairs or maintenance shall be performed on a vehicle on the Common Elements except emergency repairs to start the vehicle or change a flat tire.
- c) All Owners who store cars on Maui Sunset property, when off property for more than three (3) days, shall store their vehicles in the back row of the parking lot. Owners with units on the A side may only use the storage on the A side. Owners with units on the B side may only use the storage on the B side. The vehicle must be parked east of the car storage sign in each lot. Vehicles will be towed if not stored in the proper parking lot in the proper area. Stored vehicles must display their Maui Sunset parking placard in a manner visible to a passerby. All Owners that have stored cars on the property shall leave one set of keys with the General Manager. The keys will be locked in the office.
- d) When vehicles are parked on Maui Sunset property, neither Maui Sunset, the Board nor the Association is responsible for theft, vandalism, or damage to any vehicle.
- e) Bicycles shall be parked on common property only in the bicycle racks provided. Bicycles parked in the bike racks shall be registered with the office and shall be maintained in working condition. There will be no charge for bike parking. Bikes not registered with the office or not maintained in working condition will be considered abandoned.

5. OCCUPANCY:

- a) Maui Sunset shall be operated as a resort condominium project, and each apartment thereof shall be used exclusively as a residence, except that apartments may be leased or rented from time to time to transients. When an absentee Owner handles their own rentals, they are responsible for making available a method of access to the apartment for the office personnel for emergencies. Also, the absentee Owner must advise the General Manager who

is the on island contact responsible for maid service, maintenance, and emergency services with their phone numbers. Absentee Owners must email, FAX or send a letter of arriving guest's name, arrival date, duration of stay, and unit number to the office prior to their arrival. The office shall be notified immediately if there are any changes in the information in the above email, FAX or letter.

No noxious or offensive trade or activity shall be carried on within any apartment or on the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to other Occupants. However, this does not preclude work at home by telecommuters, writers, editors, artists, and others whose work-related communications with the outside is solely by mail, telephone, personal computer, or other electronic means.

- b) No livestock, poultry, rabbits, dogs, cats, or other pets whatsoever shall be allowed or kept in any part of the project. Any Owner or Occupant bringing a service or assistance animal must notify the General Manager and complete necessary paperwork prior to arrival to avoid fines for noncompliance.
- c) An Owner or Occupant shall be responsible for the conduct of their children and the children of guests at all times, ensuring that their behavior is neither offensive to any Occupant of the building nor damaging to any portion of the Common Elements. Children will not be permitted to play in corridors, elevators, the main lobbies, or unsupervised in the recreation or parking areas.

6. ABSENTEE OWNERS:

Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Maui or if they or their Occupants will be absent from the apartment for more than thirty (30) days. Such Owners shall file with the General Manager their out-of-town address, email and telephone number and the address, email and telephone number of their agent.

7. COMMON ELEMENTS, ENTRANCES AND LANAIS:

The sidewalks, passages, lobbies, stairways, and corridors must not be obstructed or used for any purpose other than for ingress and egress.

- a) Each apartment Owner shall be responsible for the care and maintenance of all lanais, which are included in their apartment. Such Owner may not, however, paint or otherwise decorate the floors, walls, or ceilings of the lanais without the prior written approval of the Board. Any new surface put on a lanai shall have a waterproof barrier underneath to protect the concrete. Newly installed lanai floor coverings shall be shades of brown, tan, or beige. It is intended that the exterior of the building shall present a uniform appearance and, to affect that end, the Board may require the painting or cleaning of the walls and ceilings of

each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting or cleaning of all the walls and ceilings of the lanais and to make payment thereof out of the maintenance fund or charge individual apartment Owners for the same.

- b) Only appropriate furniture and small plants shall be used on lanais and any unsightly or disturbing items shall be removed upon the request of the General Manager or the Board. Only approved lanai furniture shall be allowed on lanais. Approved lanai furniture shall be a type manufactured from metal, acrylics, or fiberglass and must be subtle shades of brown, beige, tan, green or grey. Lightweight stackable chairs or lightweight molded plastic chairs and tables of any color are not approved lanai furniture and therefore not allowed on lanais. Furthermore, no interior furniture or wooden furniture of any type shall be allowed on lanais. If in doubt, please check with the General Manager prior to making any changes. Lanais are not to be used for storage purposes of any kind, except storage of furniture during remodeling and updating will be allowed for short durations. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on holidays except that reasonable Holiday decorations may be displayed during the month of December and the first week in January. No Owner or Occupant shall post any advertisement, bill, poster, or other sign on or about their apartment or the Common Elements, even if not visible outside of the buildings, except as expressly authorized by the Board. Outdoor ceiling fans shall be allowed on the lanais subject to the following:
1. Fans shall be manufactured for wet outdoor locations.
  2. Fans shall be three speeds with 52-inch blades.
  3. The color shall be oil rubbed bronze only.
  4. An approved fan model meeting these conditions is a Regency Model VCORB.
  5. If the approved fan model is not available or discontinued, a substitute fan may be approved by the General Manager.
  6. Electrical connection to the fan shall be installed in accordance with the National Electrical Code, 1999 Edition as amended or current edition.
  7. Occupants shall not hang clothes, towels, or any other objects from the fan blades.
- c) Towels, swim suits, wind socks, wind chimes, bicycles, surf boards, wind surfing equipment, recreational equipment, umbrellas of any type, work tools, household items, etc. shall not be allowed on the lanais or passages or windows so as to be in view from outside the building or from the apartment above or below, nor shall anything be dusted or shaken from lanais or windows or cleaned by beating or sweeping on the common area.

Unsightliness within public view is not permitted within the property. For this purpose, "unsightliness" indicates but is not limited to the following: laundry on lines, reels, drying racks, or on the grass; litter, trash containers, except as specifically provided; inappropriate, broken, torn, or scarred, furniture or plants on lanais or lawns; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrel, etc., stored or stowed in or on walkways, etc. or unshaded or improperly shaded lights that create objectionable glare.

- d) All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the Common Elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.
- e) Objects shall not be thrown from lanais, windows, entrance balconies, etc. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the Common Elements or within the buildings is expressly prohibited.
- f) Personal property, shoes, dry-cleaning, etc. shall not be allowed to remain in view at the front entrances of apartments. Rugs, mats, shoes, or any other personal articles are not allowed on walkways.
- g) Garbage, rubbish, and other trash shall be disposed of only in receptacles and areas provided. Trash containing food shall be securely wrapped before being placed in a receptacle. Trash must be placed into the trash chute and cannot be placed outside or inside of the trash chute rooms. If the doors are locked, the trash needs to be brought down to the parking lot dumpsters.
- h) Garbage cans, household supplies, or similar articles shall not be placed outside the apartment area or in a place where they can be seen from outside the apartment.
- i) Items of personal property, including baby carriages, bicycles, wind surfing gear or surfboards shall not be left or allowed to stand on any of the Common Elements, other than within the confines of the apartment or any enclosed limited common element adjacent to the apartment. Maui Sunset has provided a temporary storage area at the northwest corner of the property for kayaks, stand up paddle boards and windsurfers equipment. Registration and payment for this usage must be made with the office. Non-payment of fees can result in removal of the stored item. Articles of any kind left in any of the Common Elements will be removed at the Owner's risk and expense at the direction of the Board.

8. APARTMENT REPAIRS, ADDITIONS. AND/OR MODIFICATIONS:

- a) Every Owner shall perform promptly all repairs, maintenance and alteration work within their apartment, the omission of which would adversely affect any



Common Element or any other apartment, and shall be responsible for all loss and damage caused by their failure to do so.

- b) All repairs of internal installations in each apartment such as water, light, power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to each apartment, including interior walls, floors, and ceilings of such apartment shall be at the Owner's expense.
- c) No Owner or Occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of either building or protruding through the walls, windows or roof thereof.
- d) Nothing shall be allowed, done or kept in any apartment or Common Element which will overload or impair the floors, walls, or roofs or either building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered therein.
- e) No awnings or other projections shall be attached to the lanais or outside walls of any building.
- f) No alteration or addition to an apartment which is visible from the exterior of the apartment or any alteration or addition to the Common Elements may be made without prior approval of the Board. Paint for the front doors must be uniform in color. This paint is available from the office. Signs are not allowed on the outside of the front doors. Only the apartment number and doorbell are allowed. Nameplates are only allowed when part of the doorbell assembly. Door louvers may be installed in the outer door provided you use a security screen, they are the preapproved size and are stained or painted the same color as the door with matching framework around them. Replacement of the sliding glass door in the bedroom with a window shall be subject to the following:
  - 1. The conversion will require the approval of the General Manager.
  - 2. The Maui County Department of Fire Control requires an operable window or door exit from each bedroom to allow escape in case of fire. The new window shall be the size shown on sheet A7 of the approved building plans. (3'6" x 4'10").
  - 3. The construction of the wall below the window shall be of concrete or concrete block, as shown on the approved building plans sheet A7. If there is a desire to use an alternate material other than concrete or concrete block, a building permit will be required by the County Department of Public Works.

4. The Owner will be required to sign a form taking responsibility for future maintenance and repair caused by the window revision.
  5. The converted window shall be installed approximately one-half inch inset from the plane of the walkway wall.
- g) No window coverings will be permitted which are visible from the exterior of the building and which differ in color from the shutters or draperies originally provided or approved for the apartment. The colors are white, off-white, and light tans with no pattern visible from outside the apartment. All window coverings must be in good repair. Soiled, faded, torn, broken, bent or ripped window coverings must be cleaned or replaced. Cleaning must be done on a regular basis. Bent or torn screens must be repaired in a timely fashion and screens and windows must be cleaned regularly. Wallpaper is not allowed around window or door frames where it can be seen from outside the apartment. Anti-glare film may only be in shades of gray to maintain a uniform appearance from outside the building. Any film that is cracked, peeling, or discolored must be removed or replaced.
- h) Air Conditioners:

Air conditioners (AC) must be kept in good repair. Dust should be cleaned out of air conditioners regularly. Peeling paint or rust on or around the air conditioner and warped filler boards must be repaired or replaced. Leaking air conditioners must be repaired or replaced within fifteen (15) days.

1. Replacement of an AC unit requires General Manager approval prior to any unit installation and to ensure proper disposal of the replaced AC unit. The General Manager will place an apartment identification number on the new AC unit. Please be advised, the Waste Management Company will not pick up the units left by the dumpster. It is the Owner's responsibility for proper disposal of the replaced AC unit as mandated by the County of Maui.

- a. Walkway bedroom AC units must be a THRU THE WALL SLEEVE purchased with an installation sleeve. Walkway bedroom units shall be less than 8000 BTU units with 115 VAC. The average wall opening is approximately 26 inches wide by 13 inches in height. (AC units may require some modifications to the opening.)

*Please note: Window/wall units are not permitted for walkway/bedroom installation. AC units cannot protrude into the walkways more than 4 inches.*

- b. Living Room AC units may be the window/wall type. Living Room AC Units shall be less than 15,000 BTU units with 115 VAC. The drain must at all times be connected to the PVC provided for such purposes, unless the AC unit has a working evaporation pan. Leaking AC units

that do not drain water to the PVC pipe shall be replaced in 5 working days.

Materials used to fill in space around the AC unit should provide a watertight seal to the wall structure to prevent intrusion of water or insects. The fill in space must have a finished look and be textured and painted to match like areas on the exterior of the building. The General Manager will provide the paint for the exterior installation on request to match the building colors. If the AC unit has side vents that will be covered, side vent plates approved by the General Manager shall be installed. These plates shall be painted to match the air conditioner unit.

## 2. Elimination of AC unit

Owners may choose to eliminate either the living room or walkway AC unit. If the AC unit has been or will be eliminated the resulting space must provide a watertight seal to the wall or window structure to prevent the intrusion of water or insects. The fill in space must have a finished look and be textured and painted to match like areas on the exterior of the building. The General Manager will provide the paint for the exterior installation on request to match the building colors.

### i) Disposal of Replaced Appliances:

When major appliances such as a refrigerator, air conditioner, washer, dryer, dishwasher, etc. are replaced, the old appliance must be hauled off the property and disposed of at an appliance recycling yard. Discarded appliances shall not be left on the property in any location.

### j) Construction Rules

When a contractor is making alterations to an apartment the following guidelines shall be adhered to with respect to the performance of work while on the property (Owners performing construction work must also follow applicable rules with respect to performance of work on the property):

- A. Prime contractor and Owner must sign in at the office and meet with the General Manager, prior to starting work.
- B. Sub-trades employed by the prime contractor are the responsibility of the prime contractor.
- C. All contractors shall have Owner-provided access to the apartment in which they are working.
- D. Contractor/Owner will supply a dumpster for demolition material at a location agreeable to the General Manager. There is no dumping of any

waste construction materials in the rubbish chutes or Maui Sunset trash bins.

- E. Contractor hours of operation for work shall be between 8:00 A.M. and 5:00 P.M. only, Monday through Saturday. NO WORK ON SUNDAYS. Remodel projects will be completed within 120 calendar days unless the General Manager agrees to additional time for completion.
  - F. Neither contractors nor Owners will cut tile, wood or other substances that create dust or debris on the lanais.
  - G. All walkways in the area of the apartment being remodeled will be cleaned and mopped at the end of each day.
  - H. Any damage done by the prime contractor or his sub-trades will be promptly repaired by the prime contractor. If agreed by the General Manager, the repair will be done by Maui Sunset employees and the Owner will be billed on a time and material basis.
- k) For all new projects, started after the date of these Rules, all non-ground floor apartment installation of any type of hard surface flooring above the ground floor, shall require that the Owner show the proposed flooring has acceptable sound attenuation properties. The specification sheets for the material used will be kept by the General Manager at the office.

9. PROPERTY MAINTENANCE:

- a) Maintenance employees are under the sole direction of the General Manager; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any Owner or Occupant.
- b) Owners and Occupants and all members of their household should do their part and use their influence toward abating unsightliness within the project to the fullest practicable extent.
- c) No employee shall be asked by an Owner or Occupant to leave the Common Elements or be redirected to any private matter.
- d) Cleaning of individually owned apartments, including all windows is a responsibility of the respective apartment Occupants.

10. HAZARD:

- a) The parking areas, halls, stairways, and elevators shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times. Speeding (in excess of 10 mph) will not be permitted at Maui Sunset Property. Appropriate action will be taken by the Board pursuant to the letter of the law.

- b) Unless the Board gives advance written consent in each and every instance, Owner/Occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
- c) No activity shall be engaged in and no substance introduced into or manufactured within the building, which might result in violation of the law, in the cancellation of the insurance or in an increase in the insurance rates on buildings within the project.

11. USE OF POOL AND RECREATION AREAS:

It is understood that any occupant may use the swimming pool on the premises and any other recreation facilities so provided, individually or together with other occupants. However, each occupant shall assume all risk of personal injury or property damage that may result from the use of said pool or recreational areas by the occupant or the occupant's family, guests or invitees. Chaise lounges at the pool may not be reserved by placement of towels or other belongings when the pool users are not in the fenced pool area.

12. IN CONNECTION WITH USE OF THE POOL AREA:

- a) No use of the swimming pool area before 8:00 AM or after 10:00 PM is permitted except by prior written permission of the Board or the General Manager.
- b) No children will be permitted to use the swimming pool or hot tub without a parent or adult guardian in attendance and supervising their activity.
- c) Glass bottles or glass containers of any kind are not permitted in the pool areas; all beverages will be consumed out of metal, cardboard, plastic or paper cups or containers.
- d) Users of the pool shall not throw balls, footballs, nerf balls, or other objects in the pool area.
- e) Snorkel gear will not be allowed in the hot tub. Swim fins are not allowed anywhere in the pool area. Masks and snorkels will be permitted in the pool only. Water wings, noodles, or small flotation items can be used to assist poor or non-swimmers in the pool. Children with flotation devices must be accompanied by an adult guardian or parent. Pool area users shall not make excessive noise with games such as "Marco Polo" that disrupt the enjoyment of other guests. With the exception of music played from the Activities Desk, music at the pool shall require the use of earphones.
- f) All occupants shall observe at all time such additional rules and regulations concerning the use of the pool and recreation areas as are posted thereon.

13. GENERAL RULES AND REGULATIONS:

- a) Furniture placed in Common Elements is for use in those specific areas and must not be removed therefrom.
- b) No solicitation or canvassing will be allowed in the buildings or on the Common Elements at any time.
- c) Advance notice must be given to the General Manager when household goods or large items of furniture are to be moved in order that the elevator can be protected by pads and proper scheduling can be maintained.
- d) The General Manager is not required to give access to apartments or buildings without the written permission of the responsible Owner.
- e) Owners and Occupants shall file their name, address, email, phone number and signature with the General Manager upon purchasing and/or taking occupancy of an apartment and shall furnish the General Manager and/or the Board with such other reasonable information as shall be requested from time to time.
- f) Each Owner shall observe and perform these Rules and ensure that their children, guests, tenants, lessees and invitees also observe and perform these Rules. Owners will be responsible for observance of all Rules set forth herein. In the event expenses are incurred due to violation of Rules by Owners, Occupants, their children, guests, tenants, lessees or invitees, the Owner shall be responsible for payment of the same.
- g) In accordance with Hawaii Laws Act 295 and the By-Laws of the Association smoking is prohibited except at the benches provided in the "A" and in the "B" parking lots.

AMENDMENTS:

These Rules may be amended only by a majority vote of the Owners at a meeting of the Owners duly called and held in the manner provided for in the By-Laws of the Association or by a majority vote of the Board of Directors at a duly called meeting.

- 1. THE VIOLATION OF ANY HOUSE RULES SHALL GIVE THE BOARD OR ITS AGENTS THE RIGHT TO:
  - a) Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the Owner's expense, any structure, thing or condition that exist contrary to the provisions of the Association's governing documents. Neither the General Manager nor the Board shall be deemed in any manner to have trespassed; and/or

- b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuation of any such breach with all cost thereof to be paid by the defaulting Owner.

## 2. FINES:

A schedule of current fines adopted in accordance with Hawaii Revised Statutes, 514B and the current Declaration of Covenants, Conditions and Restrictions and By-Laws of the Association of Apartment Owners of Maui Sunset is posted on the Association web site ([www.mauisunset.me](http://www.mauisunset.me)).