



RULES AND REGULATION

Revised and Approved by the Board of Directors on January 15, 2013

Amended based on Owner input May 1, 2013

RULES AND REGULATIONS

The Vintage at Kaanapali

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The Vintage at Kaanapali

RULES AND REGULATIONS

INTRODUCTION

These Rules and Regulations (“Rules”) are issued and enforceable under authority contained in the Declaration of Condominium Property Regime of The Vintage at Kaanapali (the “Declaration”) and the By-Laws of the Association of Apartment Owners of The Vintage at Kaanapali (the “By-Laws”). In the event of any inconsistency, the Declaration and the By-Laws will prevail. In the event of any inconsistency with any of these governing documents with the laws of the State of Hawaii, the latter by law shall prevail. These Rules apply to all owners and all units within The Vintage at Kaanapali (the “Property”).

The Association of Apartment Owners of The Vintage at Kaanapali (the “Association”) is obligated to adhere to the Declaration, By-Laws, and/or the Rules of the Kaanapali Golf Estate (KGE) Master Community Association. The Association shall abide by any official communication from the KGE Community Association that directs the owners of the Property to comply with specific requests for actions in order that owners remain in full compliance with the KGE governing documents. Thereby the Association shall, at a minimum, comply with all KGE governing documents.

The purpose of these Rules is to protect all unit owners, lessees, temporary occupants and guests from annoyance and nuisance caused by improper use of any part of the Property, and to protect the reputation, desirability and market value of the Property by ensuring compliance with all Rules while providing maximum enjoyment, comfort and security for all.

The guiding principle of these Rules is that owners have chosen to purchase a unit that is in a community of private apartments (units) within a residential zoned area that is owned in common by all owners. As such, all owners agree to treat all members of the Association, its staff and contracted service personnel with civility and respect. Owners and their lessees, temporary occupants and guests shall comply with the Declaration, By-Laws, Rules, policies of the Association, the Hawaii Revised Statutes, and the Maui County Ordinances.

The Board of Directors of the Association (the “Board”) shall be responsible for enforcing these Rules, but such responsibility may be delegated to the Site Manager by the Board unless prohibited by the By-Laws. All unit owners and other occupants shall be bound by these Rules and by standards of reasonable conduct whether covered directly by these Rules or not.

The Board is also authorized by the laws of the State of Hawaii, the Maui County Ordinances, and the Association’s governing documents to make other rules and regulations from time to time or to amend the Rules as it deems necessary or desirable. Hawaii Revised

Statute § 514B-105 states that: “. . . an association may adopt rules and regulations that affect the use of or behavior in units (apartments) that may be used for residential purposes to: (1) Prevent any use of a unit which violates the declaration or bylaws; and/or (2) Regulate any behavior in or occupancy of a unit which violates the declaration, or bylaws or unreasonably interferes with the use and enjoyment of other units or the common elements by other unit owners.”

Violation of these Rules will result in warnings and appropriate fines, when applicable, based on the Fining Policy listed in Appendix A of these Rules, attached hereto and incorporated herein.

A. USE OF VINTAGE UNITS.

1. Use of Units. The units shall be occupied and used by the respective owners, their families, lessees, guests and other occupants in a manner consistent with the laws of the State of Hawaii and Maui County Ordinances but only for the purposes permitted under the Declaration and the By-Laws and in full compliance with the restrictions contained in the respective unit deeds and in these Rules and Regulations.

B. TEMPORARY AND LONG TERM OCCUPANCY.

1. A “temporary” occupant is defined as any person that occupies a unit in the absence of an “owner” of that unit for a period of less than 180 days. A “long term” occupant is one that occupies a unit in the absence of an owner for a time period of at least 180 days. A unit owner may use, lease or rent his/her unit provided that such use complies with the Maui County Ordinances, the laws of the State of Hawaii, the Declaration, the By-Laws, and governing documents of the KGE Community Owners’ Association and the Vintage At Kaanapali Governing Documents and the Vintage Rules and Regulations which are current as of January 15, 2013 and amended as of May 1, 2013.
 - a. Leasing shall be defined as the exclusive occupancy of a property by person or persons other than the owner, regardless of whether the owner receives payment or other compensation for such use and occupancy or not. The lease shall establish specific terms and conditions concerning the temporary use of a unit by any party other than a unit owner for a specific period of time. No lease agreement is required by KGE or by the Vintage Association if visiting occupants reside in an owner’s unit while the owner is in residence. Registration is not required if occupants visit or stay with an owner.
 - b. Rental establishes terms and conditions in compliance with HRS-521 (Hawaii Residential Landlord-Tenant Code) as amended from time to time.

2. Short term rentals, which include short term vacation rentals, are not allowed for periods of less than 180 days.
3. Owners shall submit a copy of a lease agreement to the Site Manager at least ten (10) days prior to the commencement of the lease of their unit.
4. Owners shall submit a copy of a lease agreement to KGE within ten (10) days after the commencement of a lease or in accordance with KGE's rules, as may be amended from time to time.
 - a. All leases with any non-owner party shall include the following: (i) the names of all such occupants, (ii) occupants' addresses, phone numbers and email addresses, and (iii) the agreed upon compensation, or other consideration that is exchanged between each occupant and the owner or between the occupant and any other third party (such as payment to a non-profit organization or the winning bid amount of an auction) for the right to occupy the unit. The lease shall be executed by the owner and by each individual lessee. Specific dollar amounts of a long term lease will not be required. Lessees only need to confirm that rent or remuneration is being given or not.
5. Owners must provide a copy of these Rules and Regulations to all lessees, and or temporary occupants that will be occupying the owner's unit in the absence of the owner prior to or upon their arrival.
6. Owners are responsible for their occupant's conduct and compliance with all provisions of the Declaration, the By-laws and these Rules and Regulations.
7. Safety, security, and identification purposes require that each lessee staying in a unit without the owner, register with the Vintage Site Manager at the earliest possible date after arrival. They shall provide their names, addresses, phone numbers, proof of identity (e.g. show a copy of their driver's license) and dates of occupancy. This information will be documented on the Registration and Acknowledgement Forms (See Appendices B-1 and B-2) provided by the Site Manager. They shall also be required to execute a Declaration (Appendix B-3), in which the occupants state that all requested information provided to the Vintage Site Manager is true and correct.
8. Lessees shall, by written agreement with the owner of the unit, be responsible to the owner and to the Association, during the period of their occupancy, to promptly report to the Site Manager any incidents including

damage, theft, robbery, pilferage, vandalism and any other loss to the unit and/or common elements, as soon as reasonably possible. It is the responsibility of the Owner to ensure requirements are met in their entirety and incorporated into any lease or occupancy agreement.

9. A unit owner shall be legally and financially responsible for the conduct and actions of all lessees, family members, and guests while such parties are on the Vintage premises. A unit owner shall, upon request of the Board or the Site Manager, immediately abate and remove, at his or her expense, any structure, thing or condition that may exist with regard to the occupancy or use of his unit by any such person or persons contrary to the intent and meaning of these Rules and Regulations. However, if a unit owner is unable to control the conduct or actions of any such persons that fail to comply with the full intent and meaning of these Rules, such owner shall, upon request of the Board or the Site Manager, immediately remove such person or persons from the premises, at the owner's expense.
10. A unit owner must not manage or allow short term leases to occur at a turnover rate which unreasonably interferes with the use and enjoyment of other units. An owner must not allow the conduct of lessees to unreasonably interfere with the use and enjoyment of other units or the common elements. "Unreasonable interference" would be established as a result of specific complaints filed with the Site Manager.
11. If any owner or his/her lessee, family member or guest fails to comply fully with these temporary occupancy provisions, or if any owner fails to make the requested changes upon written notification from the Board, the Board is authorized to impose fines according to the Fining Policy as outlined in Appendix A

C. PETS AND ANIMALS

1. No livestock, poultry, rabbits, or other animals except dogs, cats, fish, or tropical birds in reasonable number as determined by the Board (but not to exceed a total of two (2) such animals (except for aquarium fish) per unit) may be kept in the unit.

2. In no case shall any animal prohibited by an applicable law (including the Condominium Property Act) be allowed or fed anywhere on the Property. This includes but is not limited to chickens, feral cats, and birds.

3. Only pets on leashes and at all times under complete control of a capable person may be exercised or walked on the common elements. No unleashed animal shall be

allowed to walk, run, or roam on the Property at any time. No pets are allowed in the Recreation Center or Pool area at any time. Each owner or occupant shall keep the Common Areas clean and free of pet waste deposited by their pet(s). All pet waste shall be promptly removed by the owner or occupant.

4. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, occupant or guest may be removed from the Property on the demand of the Site Manager; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of removing the pet from the Property.

5. Guide dogs, signal dogs, or other animals, upon which disabled owners, occupants or guests depend for assistance, are subject to the same rules as pets. If such an animal is ordered to be removed, it will nonetheless be allowed to remain at the Property for a reasonable period of time while the owner attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

6. In no event shall the Board, the Association, or the Site Manager be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pets, guide dog, signal dog or other animal. By acquiring an interest in a unit in the Property, each owner agrees to indemnify, defend and hold harmless the Board, the Association, and the Site Manager against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pets, guide dog, signal dog or other animal.

7. All pets, guide dogs, signal dogs and other animals kept anywhere on the Property must be registered immediately with the Site Manager using the provided "Pet Registration form" given in Appendix G.

D. COMMON AREAS AND ENTRANCES.

All common elements of the Property shall be used only for their respective purposes as designed. Skateboards, roller blades, scooters, motorized scooters and similar items shall not be used on any part of the common element at any time.

1. Obstructions, Uses. The sidewalks, passages, walkways and corridors must not be obstructed or used for any purpose other than ingress and egress.

2. Aesthetics, Laundry, Tools, Etc. Textile items, personal items such as baby carriages, towels, bedding, bathing apparel and clothing, brooms, mops, yard tools, rubbish containers, cartons, trash containers, barrels, commercial supplies etc. shall not be placed on passages or in windows or stored openly so as to be in view from outside the building or from any other units or common areas. The exception is trash on garbage day. Residents are requested to retrieve garbage cans as soon as possible. Articles of any kind left in any of the common areas or common elements, including, without limitation, the parking areas, will be removed at the owner's risk and expense at the direction of the Board or the Site Manager.

3. Throwing Objects from Building. Nothing shall be thrown or permitted to be thrown from windows, etc., including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

4. Entrances. Nothing shall be allowed to remain in view at front entrances of units except benches, a few flower pots and/or a reasonable number of shoes, slippers or other footwear, etc., as determined by the Board. Freestanding shelves or other containers for footwear may be kept at the entrance, but must be removed or modified by the unit owner at the request of the Board.

5. Trash Disposal. 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. Green waste from yard work must be disposed of and placed for pickup in authorized areas as identified by the Association landscape committee.

6. Barbecuing. Outdoor cooking shall be subject to regulation by the Board, and shall be conducted so as not to be offensive to any neighbor. Use of charcoal and wood barbecues within the Property is prohibited. Open fires are not permitted anywhere on the property. Extra Propane tanks must be properly stored in compliance with safety regulations.

7. Street Trees and Other Landscaping. No owner, lessee or guest shall damage or remove any of the trees, plants, shrubs or groundcover in the landscaped areas, all of which are part of the common element.

8. Termite Inspections. Will be done as deemed necessary by the Board for the exterior of each building (unit). Owners and lessees may arrange for interior termite inspection at their own expense as they do currently for interior pest control. Any evidence of termite infestation or damage shall be reported immediately to the Site Manager within 7 days. The owner (s) of that unit shall cooperate with the Board to develop a suitable treatment plan that will eradicate such insect infestations.

9. Signs. No signs of any kind shall be erected within the Property, except for those signs authorized by the Board.

10. Lighting. Except for traditional holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, no temporary or permanent holiday or other exterior lights shall be installed without the prior written approval of the Board. No improperly shaded lights that create objectionable glare are allowed.

11. Climbing on roof areas of any unit. No owner, lessee, or guest shall climb onto the roof or walk on the tiled roof of any unit in the Vintage without first obtaining written permission from the Site Manager or the Board. This is a safety hazard and also may cause damage to the roof system. Roof damage that occurs due to failure to comply with this rule will be charged to the responsible party or the unit owner.

12. Entering or exiting the property in a vehicle. All residents and guests must comply with the vehicle entrance and exit signs. **The only exception is if the gates malfunction and only one gate is operable.**

13. Vehicle Gates do not open. If neither vehicle gate opens, contact the site manager or any Board Member for assistance. They will arrange to manually open the gate until repairs can be accomplished. Approach the gates very slowly to within a few feet and the gates will open in most instances.

E. PARKING AREAS.

1. Parking. Each owner, lessee, and guest shall park their vehicles, including golf carts, only in their garage, on the paved driveway area (if such paved driveway area is large enough to accommodate a vehicle without encroachment upon either the roadway or the sidewalk without obstructing any other owner's ingress and egress to such owner's unit). A maximum of two (2) vehicles may be parked overnight on a driveway outside of the garage. No vehicle may be parked on the common area lawn. Boats shall be parked or stored only in garages and must fit completely within the garage.

2. Violations. Violators of parking regulations shall have their vehicles towed away at their own risk and expense. If the violator is a lessee or guest of any owner, the owner shall be responsible for payment of the towing charge.

3. Current Vehicle Registration; Operable Condition; Repairs. Stored vehicles and vehicles which are either obviously inoperable or do not have current vehicle registration shall not be permitted in the Property. For purposes of this section, a vehicle shall be

considered “stored” if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without prior approval of the Board. Extensive repairs of a vehicle, boat or other equipment shall not be permitted in the Property.

4. Speeding. Drivers must at all times observe all speed, traffic and directional signals for the safety of all.

5. Garages. Garages will be used only for the parking of vehicles and/or boats and owner storage.

6. Other Use Prohibited. The parking areas (other than the garages) shall not be used for recreational purposes. Bicycles, tricycles, skateboards and the like shall not be ridden thereon. Trailers or abandoned vehicles of any type shall not be parked or stored in-the parking areas.

7. Washing Vehicles, Etc. Owners, lessees or guests shall wash, clean and polish vehicles only in the paved driveway area in front of that owner’s garage. Owners, lessees or guests engaged in washing, cleaning or polishing vehicles shall clean the area thoroughly before leaving.

8. Responsibility for Damage. Damage to vehicles and other objects or to the common elements shall be the responsibility of the person causing the damage.

F. RECREATION CENTER – GENERAL.

1. Use by Owners, Lessees, Family Members and Guests; Assumption of Risk. Use of portions of the Recreation Center located within the Property, consisting of the “Exercise Room”, the “Covered Lanai”, the “Restrooms”, the “Swimming Pool”, and the “Spa”, is limited to unit owners, their families, lessees and guests. Owners and their families, lessees and guests use the Recreation Center at their own risk.

2. Furnishings and Equipment. Only approved furnishings and equipment are allowed within the Recreation Center. No furnishings or equipment located within the Recreation Center shall be removed from the Recreation Center or tampered with in any manner. No user of the Recreation Center shall interfere in any manner with any portion of the Swimming Pool and Spa equipment, or lighting apparatus, or electrical and plumbing devices in or about the Recreation Center.

3. Personal Belongings. No personal belongings shall be left within the Recreation Center by any user.

4. Audio Devices. Audio devices such as radios, boom boxes, etc., may be used in the Recreation Center only if earphones are used in connection with such devices.

5. Violation of Recreation Center Rules and Regulations. The Board and the Site Manager shall have the right to ask anyone violating these Rules and Regulations relating to the Recreation Center to immediately leave the Recreation Center.

6. Damages. Owners are responsible for any damages caused by their families, lessees-or guests. All damages to the Recreation Center Area (common element) should be reported to the Site Manager as soon as possible.

7. Entering or Exiting. A key is required to enter or exit the Recreation Center Area. Retain possession of the key to avoid being locked inside the area.

G. RECREATION CENTER – EXERCISE ROOM.

1. Hours. The Exercise Room may be used during the hours of 7:00 a.m. and 10:00 p.m. daily. A key is needed to enter and exit the Exercise Room. The room should be relocked after use.

2. Care of Equipment. Users of the exercise room shall turn off all fans, lights, and equipment and clean the equipment apparatus (handles, etc.) prior to exiting the room.

H. RECREATION CENTER – COVERED LANAI.

1. Hours. The Covered Lanai may be reserved by qualified users and used only during the hours of 8:00 a.m. and 10:00 p.m. daily.

2. No Commercial Functions. The Covered Lanai shall not be used for any commercial functions.

3. Request for Use of Covered Lanai. Requests for use of the Covered Lanai must be made through the Site Manager, under the following conditions:

(a) The request for use of the Covered Lanai will be accepted only from owners and lessees with current residents' registration forms on file with the Site Manager. The person requesting use of the Covered Lanai is hereinafter referred to as the "Responsible Resident". The responsible resident must complete the form entitled "**Request for Use of the Recreation Center Areas**", a copy of which form is provided in Appendix G (Forms).

(b) The **Request for Use of the Recreation Center** Form, must be accompanied by a check in the amount of \$100.00 as a security deposit (the “Deposit”) for the use of the Covered Lanai, all or a portion of which may be retained by the Association for cleaning of the Covered Lanai or repairs of damage to the Covered Lanai necessary or appropriate as a result of the use of the Covered Lanai. The Deposit will be returned to the Responsible Resident by the Site Manager, less the amount of the cost of any cleaning and/or repair, within fourteen (14) days after the date of the use of the Covered Lanai.

(c) The request for use of the Covered Lanai shall not include the exclusive use of the Exercise Room, the Restrooms, the Swimming Pool or the Spa. The use of the Exercise Room, the Restrooms, the Swimming Pool and the Spa shall be available to all owners and their family members and guests even when a private function is taking place in the Covered Lanai.

4. Cancellations. Notice of cancellation of the use of the Covered Lanai must be received by the Site Manager from the Responsible Resident at least twenty-four (24) hours in advance of the reserved date.

5. Furniture. No shoes or bare feet are allowed on the furniture in the Covered Lanai.

6. Removal of Trash and Cleaning the Area. If food and/or beverages are served while using the Covered Lanai, all trash must be removed from the Recreation Center the same day as the function. The Barbeque grill must be cleaned after every use and the gas valve should be shut off by the responsible adult. The entire kitchen area, including all appliances and all other areas used, must be left in a neat and clean condition.

I. RECREATION CENTER – SWIMMING POOL AND SPA.

All users are required to read and comply with all posted pool rules. Failure to follow these rules may result in removal from the facility.

1. Hours. The Swimming Pool and the Spa may be used only during between the hours of 8:00 a.m. and 10:00 p.m. daily.

2. Number of Users. No more than six (6) persons from any one (1) unit shall use the Swimming Pool and/or Spa at one time without obtaining the prior authorization of the Site Manager.

3. No Lifeguard on Duty. There is no lifeguard on duty. Anyone using the Swimming Pool or the Spa does so at their own risk. Children under the age of 14 are not

permitted in the Swimming Pool or the Spa unless accompanied by an adult. Parents and/or guardians are responsible for the safety and conduct of their children. It is strongly recommended that owners, their families, lessees, and guests who are not competent swimmers or who have certain medical factors (pregnant, high blood pressure, etc.) consult with their doctor before entering the Spa or the pool, and refrain from using the Swimming Pool or the Spa unless accompanied by a competent person that is also a responsible swimmer.

4. No Horseplay. No diving, excessive splashing, pushing, running, screaming, shouting, or other boisterous conduct in or around the Swimming Pool or the Spa is permitted.

5. Appropriate Attire. Appropriate swimming attire must be worn in the Swimming Pool and the Spa. Bathing caps or hair bands are recommended for persons with long hair. Hairpins are not permitted in the Swimming Pool or the Spa. Diapers are not permitted in the Swimming Pool or the Spa unless protected with waterproof covering.

6. Showers Required. Any person using the Swimming Pool or the Spa shall take a shower prior to entering the Swimming Pool or the Spa.

7. No Suntan Oils. Suntan oils and similar substances shall be removed prior to entering the Swimming Pool or the Spa.

8. No Food, Drinks or Smoking. No eating, drinking or smoking is permitted within the Swimming Pool or the Spa.

9. Flotation Devices. No scuba equipment is permitted in the Swimming Pool or the Spa. Swimming aids and approved safe floatable devices may be used in the Swimming Pool if they do not inconvenience or inhibit the safety or enjoyment of other users.

10. Breakable Items. Breakable items such as glassware, ceramics, chinaware, and bottles are prohibited in or around the Swimming Pool or the Spa. Any beverages brought to or consumed in the Swimming Pool or the spa area must be in a non-breakable container (can, paper, or shatter-proof plastic).

11. Health Precautions. For health reasons, persons with infectious or communicable diseases or open wounds are not permitted in the Swimming Pool or the Spa. Spitting, spouting of water, nose blowing, or discharge of bodily wastes in the Swimming Pool or the Spa are strictly prohibited.

12. No Pets Allowed. Pets are not allowed in the Recreation Center or Pool Area.

13. Do Not Climb Fence or Gate. Users shall not climb over the gate or fence to enter or exit the area. Call for assistance if you cannot unlock the gate.

J. NOISE AND NUISANCES.

1. Residents and other occupants of the units shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their units.

2. Radios, TV's, stereos, etc. in the units must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

3. Excessive noise at any time should be reported to the Site Manager or Security who will take appropriate action.

K. BUILDING MODIFICATIONS.

1. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without a unit without prior written approval and consent of the Board.

2. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on the exterior of any unit (other than the unit number), nor shall anything be projected out of any window.

3. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building.

4. All repairs of doors, sliding glass doors, windows, window fixtures, balcony railings and all internal installations within each unit such as water, power, electricity, gas (if any), telephone, sanitation, sewage, lights, lamps, air conditioning, and all other fixtures, appliances and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such unit, shall be repaired or replaced at the owner's expense.

5. Except as otherwise provided herein, no projections shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board.

6. An owner that desires to make a permanent building modification, such as replacement of windows, doors, addition of lanai screens, lanai tiles, etc., shall submit a request, Building Modification Form, to the Board of Directors (See Appendix G – Forms). The Board will review and approve or deny the request based on the information provided and the

guidelines in place. Please refer to the Policy for Exterior Door and Window Systems Replacement in Appendix F to assist in completing the information required for a review for approval.

L. LANDSCAPE MODIFICATIONS POLICY AND PROCESS

1. Except as permitted by the Declaration or the By-Laws, no changes of any type to the common element landscape areas shall be permitted without prior written approval and consent of the Board. All landscape areas of The Vintage property are part of the common element.

2. No owners, lessees or guests shall damage, remove, change, or plant any trees, plants, shrubs or groundcover in the common element landscaped areas without approval from the Board.

3. Replacement of dead, diseased, or dying plants will be implemented if deemed necessary by the Site Manager and the Landscape Manager. Owners are requested to report landscape problems to the Site Manager (not the landscape crew) if they observe these conditions. The Landscape Committee may recommend replacement of dead or dying planted material.

4. Normal care and upkeep of existing landscape should minimize any need for landscape changes. However, there is a process to request modifications by owners via a form which must be reviewed and approved or denied by the Board of Directors. A copy of the form, Request for Changes or Additions of Planted Material in Common Area, is attached in Appendix G, Forms. Implementation of the landscape request will not be authorized prior to an official approval of the request by the Board. Any changes must comply with the following guidelines:

- a. No existing thriving plant may be removed unless it poses a threat to the environment.
- b. Request should conform and be congruent with the overall landscape plan on the property.
- c. Owner must consider the impact their request may have on their neighbor. If it will impact their neighbor's view, now or in the future, they will have to obtain written compliance from the affected owners of those units.

d. Owner must be prepared to hand water the plants for AT LEAST five weeks after the initial planting. The Association irrigation system will not be altered to supplement the extra water required for the new plants.

e. Owner shall consult with the Site Manager to ensure that they are selecting plants which have been pre-approved, are appropriate for the existing light and microclimate condition and will not impose undue maintenance on the landscape crew. Refer to the "APPROVED PLANT LIST" in Appendix H to guide any suggested plant selection.

f. Owner is responsible for the purchase of the plants when their request has been approved. Cost for planting by the landscape maintenance personnel is \$50/hour/ per person with a one hour minimum per person. Owners shall coordinate purchase of plants with the Site Manager based on availability of crew to perform the project. No project will be started prior to receipt of a valid check made payable to the Vintage AOA. Differences between estimate of time and actual work time will be billed to the Owner upon completion of the Owner requested project, if necessary.

g. Owners should be aware that all owner requested landscaping projects are of lower priority than ongoing landscape maintenance work. The requested review of owner submitted requests will occur at the next scheduled Board Meeting (schedule permitting) if the request is received two weeks prior to the scheduled Board meeting. The implementation of an approved request will be based on availability of the landscape crew and will take place when their schedule permits.

h. The Association retains the sole right to remove any plants installed if such removal is considered to be in the best interest of the Association. The Association will not replace any plants that become unhealthy, damaged, or dead that have been planted under this Owner requested landscaping process.

5. Decorator rock may be considered for placement in the common element landscape areas. The following criteria must be followed:

Rock must be:

Black

Gray

Brown/gray variegated

Rock can consist of:

Cinder stone

River rock

Gravel (type installed in the pathways around the units)

Samples of approved rock can be viewed at the Site Manager's office.

Decorator boulders may be used as long as they conform to the boulders and lava rock on island or those previously installed and approved for use in the Vintage.

6. Owners must use and sign the official form, "REQUEST FOR CHANGES OR ADDITIONS OF PLANTED MATERIAL IN COMMON AREA" (available from the Site Manager and provided in Appendix G) to request approval for changes. The Board will review the request and provide feedback via the Site Manager to the requesting owner. Although other factors may apply, the Board will use the following criteria in each case:

a. Is the applicant's plan consistent with the overall landscape plan for the Association?

b. Does the applicant's plan enhance the original and upgraded versions of the Vintage landscape plan?

c. Does the applicant's plan include plants that will cause present or future intrusions on the irrigation system or landscape maintenance?

d. Are the plants included in the applicant's request congruent with contingent areas?

e. Other requirements that may be appropriate as determined by the Board at time of request that may have an impact on the Association or other owners.

7. **Vintage Landscape Committee**

The Vintage Landscape Committee consists of owner volunteers and is chaired by a Vintage Board Member. The major responsibilities of the committee are:

a. To assist the Board by performing landscaping oriented property reviews on a periodic basis.

b. Make suggestions to the Vintage Board for possible modifications or changes to the existing landscape areas.

c. Review “Request for Changes or Additions of Planted Material in Common Area”, submitted by owners, and make a recommendation to the Board regarding the request.

d. Submit a proposed “Grounds” budget request to the Vintage Board for consideration when they are preparing the Annual Vintage Operating Budget.

e. Request that the Site Manager replace a limited number of diseased or dying plants without obtaining Vintage Board approval. Any major replacement plan must be submitted to the Board.

The Landscape Chair may, as needed, change the responsibilities outlined above to assist or support other landscaping or other projects including those that are approved by the Board

M. GOLF CARTS.

The following rules apply to the Vintage and are not related to any other rules or regulations regarding the use of golf carts in Kaanapali Resort. Proper registration and compliance with all rules must occur before a golf cart can be driven on the Vintage property.

All owners/lessees must register their golf cart with the Vintage Site Manager, by completing and executing the **Golf Cart Registration Form**, available from the Site Manager. Owner(s) of Golf Carts must ensure the following requirements are met at all times:

1. Decals will be issued to be affixed to the front and driver’s side of the registered cart.

2. Owners must show proof of liability insurance for their golf carts, with a minimum policy limit of \$300,000 and the policy must name the Vintage Association of Apartment Owners an additional insured. Proof of annual renewal of the Golf Cart insurance must be provided to and confirmed by the Vintage Site Manager.

3. Gas powered carts will not be permitted on the Property.

4. Only duly licensed automobile drivers may operate golf carts on Vintage property.

5. All owners/lessees must sign and abide by the indemnity and rules as listed on the Golf Cart Registration Form and these Rules.

6. Golf carts may be operated on paved roadways and parked only in driveways or designated parking spaces on property. Carts must be operated in a safe manner at all times.

7. No golf carts may be driven when it is dark unless the cart has working lights on the front and rear that are turned on when operated on the Property

8. When a golf cart is sold, the owner must remove all Vintage decals prior to delivery to the buyer and promptly report the sale to the Site Manger.

N. MAINTENANCE; EMPLOYEES OF THE ASSOCIATION

1. Every owner, occupant or guest is to do his part and use his influence on all members of his household to do their part towards abating unsightliness within the Property to the fullest practicable extent.

2. No maintenance employee shall be asked by an owner, lessee or guest to leave the common elements or to perform any tasks for them.

3. Cleaning of individually owned units, including all windows is a responsibility of the respective owners and lessees.

4. The site manager is an employee of the Vintage Association. The Association prohibits the site manager, whether for compensation or not, from engaging in any maintenance activities inside an owner's unit (e.g. flushing toilets, inspecting fridges, adjustment to A/C units, etc.) or performing any other work tasks inside the unit except for actions to immediately resolve discovered emergencies such as entering a unit in case of a fire, flood or other emergency.

The Site Manager, after being properly authorized in writing by an owner of a unit, who has executed the "Owner Entry Authorization Form" (a copy of which is included in Appendix G) may provide occasional inside access to third parties to allow specified parties to repair the owner's unit, or to deliver furniture and appliances, etc. The Site Manager may, on an occasional basis, set out bagged garbage from outside of any absent owner's unit if the request is verbally arranged by the owner, however any task that requires entry inside a unit must be duly authorized in writing by the owner using the Owner Entry Authorization Form.

The Site Manager may accept an annual gift (defined as receipt of anything of value) once a year, not to exceed an annual cumulative value of \$100.00 (one hundred dollars) from any Vintage Owner or Occupant. Gifts or services received or promised that are received in excess of the \$100.00 cumulative annual value limit, from any entity, must be immediately disclosed by

the Site Manager to the Board and promptly and politely returned or refused by the Site Manager. Gifts or services provided to the Site Manager's family members, from Vintage Owners or lessees, are considered to be gifts to the Site Manager and should be promptly disclosed to the Board in writing to prevent any owner complaints about potential conflicts of interest.

O. HAZARDS.

1. The common elements (other than those specifically designated recreational areas, if any) 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 ensuring the minors are acting in a responsible and safe manner at all times.

2. Occupants shall not use any illumination other than electric, battery or solar powered lights, or use or permit to be brought onto the Property 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.

3. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings.

4. No fires or fireworks of any kind shall be ignited or used anywhere in the Property at any time.

P. BEDBUG PREVENTION PROTOCOL

1. The Vintage, like most other residential communities in Hawaii, has a risk of bedbug invasions. It is the goal of the board to minimize this risk.

2. Owners, leasees and guests must report each observation of bedbugs or evidence of suspected bedbug invasion in their Vintage unit to the Site Manager, or to the Board (in the absence of the Site Manager), within seven (7) days of the first observation. The Site Manager will assist the owner to contract with a qualified bedbug extermination company to conduct a thorough inspection of the unit and, if necessary, treat the unit to eliminate the bedbugs. The Vintage Site Manager will provide a list of approved vendors, one of which must be used by the Owner, to determine if bedbugs are present in the unit.

3. If bedbugs are confirmed the Owner must enter into a contract with the exterminator company which leads to elimination of the bedbugs. The Owner must ensure that lessees follow all of the instructions provided by the selected extermination company. Owners must use the **Vintage Bedbug Report Form** (contained in Appendix G) and submit the completed form to the Site Manager. This form must be updated periodically as more information becomes available to the Owner and or the lessee. The Site Manager also has a Protocol with helpful information to aid with eradication which will be provided when the condition is reported to the manager. Owners must comply with the exterminator's pre and post inspection and treatment processes and requirements.

4. The Association may impose a fine if corrective measures are not taken to cure the infestation in a timely manner.

Q. ZONING AND TAX CLASSIFICATION - VINTAGE UNITS.

1. The entire Property is a residential R-3 zoned area. The Property is not zoned to allow any type of Hotel/Resort operations including time share or time share use plans.

2. No owner shall provide any communication to any governmental authority in which the owner states or implies that the Association allows any unit, including their own unit, to be declared as a Hotel/Resort for property tax purposes or for any other use, occupancy or zoning purpose.

3. The Association is required by Maui County and the State of Hawaii to file an annual report of actual property tax classification usage for every unit in the Vintage. A request to owners for information to complete this mandatory report requires a response within thirty (30) days of the receipt of such request. Failure of owners to properly respond to the Association within that thirty day period will result in a \$100 fine for non-compliance. In the event an owner does not respond, the Association will file the required annual report with no property tax classification indicated for that unit. The County and/or State may proceed with its own investigation.

R. GENERAL.

1. REGISTRATION: Owners shall file their name, address and telephone number and signature with the Site Manager upon purchasing and/or taking occupancy of a unit, and shall furnish the Board, Site Manager and/or the Managing Agent with such other reasonable information as shall be requested from time to time.

2. KEYS: Each owner and lessee shall be responsible for the keys to locked entrances to his unit. However, to facilitate the right of access provided by the By-Laws to the Managing Agent or the Board, each owner may, but shall not be required to; furnish keys to the Site Manager. If an owner or lessee desires to furnish keys to the Site Manager, such owner or lessee shall execute a release and indemnification agreement in a form provided by the Board agreeing that the owner or lessee releases the Managing Agent and the Board of and from any and all liability and indemnifies and holds harmless the Managing Agent and the Board from any claims, damages or liabilities that may be incurred by the Managing Agent or the Board in connection with such keys being furnished to the Site Manager (a copy of the Key Waiver Form is provided in Appendix G). The Managing Agent and the Board are not liable for any injury, loss or damages, direct or indirect, resulting from such delivery. If an owner or lessee elects not to furnish keys to the Site Manager and an emergency arises requiring a forcible entry into the unit, the owner or lessee of the unit shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the unit or common elements damaged by the forcible entry:-

3. OWNER RESPONSIBILITIES: Each owner and his lessees and guests shall assume full responsibility for protecting his or her unit, automobiles(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

- Toilets, sinks, and other water apparatus in the units or anywhere on the Property shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water or sewer apparatus in a unit shall be repaired and paid by the owner of such unit. Any such damage resulting from misuse of any toilets, sinks or other water or sewer apparatus on the common elements shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all unit owners as a common expense.
- Each owner shall read and comply with these Rules and Regulations and ensure that his lessees, family members, and guests also observe and comply with the Declaration, the By-Laws, and these Rules and Regulations. Owners will be responsible for their lessees, family members and guests' compliance with all of the Rules and Regulations as set forth herein. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees if any legal action is taken by the Association to collect such unpaid expenses, whether litigation is filed or not.

- If the immediate service of the Maui Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Site Manager.
- The entrance gate to the Vintage Property can be opened by all emergency personnel vehicles equipped with a siren which can activate the “chirp” system installed for that purpose. The person calling 911 should notify the operator that the Vintage entrance gate has the “Chirp” system.

S. VIOLATIONS OF THESE RULES.

1. Reporting Violations and Damages.

(a) All corrective actions regarding violations of the Rules and Regulations and damages to the common elements will be enforced by the Board and any suspected violations or damages should be reported promptly to the Board or the Site Manager.

(b) Damages to common elements shall be determined by the Board or the Site 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, any owner for damages caused directly or indirectly by his lessees, family members or guests.

2. The Violation of Any of These Rules and Regulations Shall Give the Board, the Managing Agent or Their Agents the Right to:

(a) Enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting owner (whether caused by the owner or by any person for whose conduct the owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the Site Manager shall not thereby be deemed guilty in any manner of trespass; and/or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney’s fees, shall be borne by the defaulting owner (whether or not caused by the owner or by any person for whose conduct the owner may be responsible).

T. AMENDMENTS.

These Rules and Regulations may be amended by a majority of the Board at a duly called meeting of the Board of Directors.

APPENDIX A:

FINING POLICY FOR VIOLATION OF THE RULES

1. The Violation of any of the Rules gives the Board, the Managing Agent or Their Agents the Right to: Provide Warnings and/or to Assess Fines for Various Violations:

a. MINOR VIOLATION:

1. First Violation of any rule, if there is no physical damage, may result in a written warning, with no fine. Violations that result in physical damage will be considered a major violation.
2. If the violation, for which the warning was issued (per item 1), is not rectified within (10) ten days, then the violation will be considered a second violation and subject to fines as described in item 3 below.
3. Any other rule violation that occurs during a pending violation will be considered an additional violation and finable as specified below.

2nd Violation if initial written notice is not corrected within 10 days - **\$100.00 Fine**

3rd Violation if initial written notice is not corrected within 20 days - **\$200.00 Fine**

4th Violation if initial written notice is not corrected within 30 days - **\$300.00 Fine**

Each subsequent twenty (20) days with non-compliance will result in an Additional **\$100.00 Fine**.

b. MAJOR VIOLATION:

(Article VI, Section 3, Paragraph (f) Building Modifications; paragraph (i) Installations; paragraph (j) Physical Damage; paragraph (m) Alterations, or any other violations the board deems to be severe.

1st Violation **\$500.00 Fine**

2nd Violation or any subsequent violation (occurring 20 days after the first written notice) of same infraction is a **\$1,000.00 Fine**

Each subsequent twenty (20) day period with no compliance of the same infraction will result in an additional **\$1,000.00 Fine**.

c. INTENTIONAL MISCONDUCT AND/OR DELIBERATE DESTRUCTION OR DAMAGE TO COMMON ELEMENT

Intentional misconduct and/or deliberate destruction or damage to the Common Element, Limited Common Element, any apartment and/or the personal property of another occupant or guest at the Vintage

1st Violation \$3,000 Fine (plus pay for cost of all repairs to and/or replacement of damaged property)

2nd or any subsequent Violation \$6,000 Fine (plus pay for cost of all repairs to and/or replacement of damaged property).

d. VIOLATION OF BY-LAW PROHIBITING UNIT OWNERS FROM USING, LEASING OR RENTING THEIR UNITS OTHER THAN IN COMPLIANCE WITH MAUI COUNTY ORDINANCES AND/OR THE LAWS OF THE STATE OF HAWAII.

1ST and or any subsequent Violation \$1,000.00 daily Fine to be accrued until the Violation is cured.

e. VIOLATION OF THE RULES AND REGULATIONS PROHIBITING UNIT OWNERS FROM MANAGING THE OCCUPANCY OF THEIR UNIT IN A MANNER WHICH UNREASONABLY INTERFERES WITH THE USE AND ENJOYMENT OF OTHER UNITS OR THE COMMON ELEMENTS

1ST and or any subsequent Violation \$1,000.00 daily Fine to be accrued until the Violation is cured.

2. Appeals Process for Rules Violation: Any Owner/Lessee receiving a House Rules violation or fine may appeal the violation/fine in writing to the Managing Agent within ten (10) days of receiving a notice of violation. The Managing Agent will give the appeal letter to the Board of Directors for their review and judgment at a hearing to be held before the Vintage Board within thirty (30) days of the appeal. Each unit owner shall have the right to be heard in person, by submission of a written statement, or through a spokesperson, at any such hearing before the Board. A final judgment letter will be issued to the appealing Owner/Lessee within thirty (30) days of any such hearing.

APPENDIX B-1

ACKNOWLEDGEMENT OF RECEIPT OF RULES AND REGULATIONS

The Vintage is a unique residential zoned community in the Kaanapali Golf Estates within the Kaanapali Beach Resort. The Vintage as well as the Golf Estates have rules that must be followed by permanent residents, lessees, family members, and guests. One of the rules is that every lessee that will occupy a unit in the Vintage must provide the requested information below as a part of the registration process. The Vintage owners want to assure that everyone has a safe and enjoyable experience but everyone must abide by all Rules and Regulations in order to accomplish that objective. Non-compliance may result in substantial fines for offending owners.

The following highlights of the Vintage Rules and Regulations provide a reminder of your responsibilities while on the Property. Please be considerate of everyone and help preserve the character of our quiet, beautiful, and orderly neighborhood by:

- ❖ OBSERVING all speed, traffic and directional signs AT ALL TIMES.
- ❖ AVOIDING excessive noise; especially after 10:00 p.m. and before 8:00 a.m.
- ❖ RESPECTING all the pool and recreation center rules and hours and avoiding all disruptive activity at the pool that may impact the Vintage homes nearby.
- ❖ ENSURING that all golf cart drivers have a valid driver's license.
- ❖ PARKING vehicles in the garage or driveway and keeping the garage doors closed when not in use. NO parking is allowed on Kualapa Place at any time.
- ❖ KEEPING ALL PETS on a leash and properly disposing of pet waste.
- ❖ FOLLOWING ALL SAFETY RULES: NO FIREWORKS AT ANY TIME; ALSO NO SKATEBOARDS, ROLLER BLADES, SCOOTERS, MOTORIZED SCOOTERS OR SIMILAR DEVICES ARE TO BE USED ON THE VINTAGE PROPERTY.
- ❖ NOT VIOLATING the Vintage Short Term Leasing/ Occupancy rules.

Please be advised that the golf course which surrounds The Vintage is private property. The Vintage at Kaanapali Association thanks you for your cooperation and the cooperation of others, as listed above, while staying at The Vintage.

The undersigned party acknowledges he or she has been given a copy of the 2013 Vintage Rules and Regulations by the Owner, has read them, understands them and agrees to fully comply with the Vintage Rules and Regulations and all Appendices to these Rules while occupying any owner's unit.

Print Name: _____ Owners Unit No. _____

Signature: _____ Date: _____

APPENDIX B-2

REGISTRATION INFORMATION FOR VISITORS/LESSEES

The information below is to be completed by the Visitor at time of Visitor Arrival at the Vintage or at the Date of the Visitor Registration – Please print.

Vintage Unit No.: _____ Date of Registration: _____

Date of Check-In: _____ Date of Check-Out: _____

First Lessee/Visitor Name: _____

Current Home Address: _____

Home Phone No.: _____ Cell Phone No.: _____

Driver's License No.: _____ Driver's License – Issue State: _____

Signature _____ Date _____

Second Lessee/Visitor Name: _____

Current Home Address: _____

Home Phone No.: _____ Cell Phone No.: _____

Driver's License No.: _____ Driver's License – Issue State: _____

Address on Driver's License: _____

Signature _____ Date _____

Third Lessee/Visitor Name: _____

Current Home Address: _____

Home Phone No.: _____ Cell Phone No.: _____

Driver's License No.: _____ Driver's License – Issue State: _____

Address on Driver's License: _____

Fourth Lessee/Visitor Name: _____

Current Home Address: _____

Home Phone No.: _____

Cell Phone No.: _____

Driver's License No.: _____

Driver's License – Issue State: _____

Address on Driver's License: _____

Fifth Lessee/Visitor Name: _____

Current Home Address: _____

Home Phone No.: _____

Cell Phone No.: _____

Driver's License No.: _____

Driver's License – Issue State: _____

Address on Driver's License: _____

Rental Car License No.: _____

2nd Rental Car License No.: _____

Number of Adults in Visitor Party: _____

Number of Children in Visitor Party: _____

Total Number of Visitors in Party: _____

The information below is to be completed by Vintage Site Manager at time of Visitor Arrival at the Vintage or at the Date of the Visitor Registration

Did owner provide Vintage Site Manager with a copy of the Lease, Rental, Use or Occupancy Agreement as required by Vintage Owners' Association and KGE Owners' Association?

(1) To Vintage Site Manager
10 days prior to date of new
occupancy? YES NO

(2) To KGE Owners' Association
within 10 days of commencement
of occupancy? YES NO

APPENDIX B-3

DECLARATION OF VINTAGE OCCUPANT/LESSEE

1. I, (*print your name*) _____ have entered into a (*circle one of these two*): { Lease/Use/Occupancy } or { Rental } Agreement with the owner, (*print owner or owners' name*) _____ of Unit Number _____ in the Vintage Association, starting on the date of _____ and ending on the date of _____.

2. Please initial the appropriate statement:

___ I have paid the owner money or made verbal or written promise(s) to pay money or provide other past or future consideration (e.g. trades, promise to perform a future task, etc.) to the owner, or to some other third party.

___ I have not either paid money or made previous or future verbal or written promise(s) to pay money or provide other consideration (e.g. future trades, promise to perform a future task, etc.) to the owner, or to any third party.

3. I hereby acknowledge that the owner has given me, and that I have in my possession, a complete copy of The Vintage Rules and Regulations, dated **January 15, 2013 (amended May 1, 2013)**, and that I have agreed with the owner to ensure that I read and understand all such rules and regulations.

4. I agree:

a. To report to the Site Manager at the earliest possible date after my scheduled arrival and provide all requested identification and occupancy related information as required by the latest Vintage Rules and Regulations, dated January 15, 2013, (amended May 1, 2013) and

b. To ensure all members of my family and/or party that will be occupying the unit, understand and shall comply with all such Rules and Regulations that are relevant for lessees, tenants and/or other short or long term occupants of any unit, and

c. To act at all times in a manner that prevents damage to the Vintage common element, any Vintage unit, and

d. To promptly report to the Site Manager any knowledge regarding any relevant incident or accident on Vintage Property as soon as it is reasonably possible to do so.

5. The information provided in Appendix B-2, including the identification of the various persons that plan to occupy the designated unit, their address, and driver's license information, is true and correct to the best of my knowledge.

I, the undersigned party, affirm that all of my statements and responses in this Declaration are true, and which statements are made by me under the penalty of perjury in compliance with the laws of the State of Hawaii.

(Print Name of Person that executed this Declaration)

(Phone number)

(Print Address of Person that executed this Declaration - Street Address, City, State and Zip)

(Signature of Person that executed this Declaration)

(Date this Declaration was signed)

This Declaration was executed in the presence of and witnessed by the Site Manager at The Vintage at Kaanapali, 175 Kualapa Place, Lahaina, Hawaii 96761.

Signature: _____

Date: _____

Vintage Site Manager

APPENDIX C:

GENERAL INFORMATION

HOURS OF OPERATION:

OFFICE:	7:00 AM TO 3:00 PM Monday through Friday
EXERCISE ROOM:	7:00 AM TO 10:00 PM
POOL	8:00 AM TO 10:00 PM

IMPORTANT PHONE NUMBERS:

Site manager	Office: 661-1886	Cell: 268-0871
Security	446-2185	
Police, Fire, Ambulance	911	
Maui Medical Group	661-0051	(Lahaina Clinic)
Kaiser Lahaina Clinic	662-6900	
Maui Memorial Hospital	244-9056	
Doctors on Call	667-7676	(Doctor Estin)
West Maui Health Care	667-9721	(Doctor Azman)
Kaanapali Golf Estates	667-6904	

TRASH PICK-UP:

Every Wednesday: (Place near mail box area in proper containers. Return containers to storage areas after pick-up.)

All trash should be wrapped properly before placing in any receptacle on the property.

EMERGENCY VEHICLE ACCESS:

When calling emergency vehicles, state the emergency, give your name, state that you live at The Vintage at Kaanapali on Kualapa Place, your unit number and phone number. Indicate that we have a 'chirp' system for gate entry.

APPENDIX D:

SOLAR ENERGY DEVICES POLICY

The following criteria apply to homeowners interested in the installation of a solar energy device. No installation can be done until review and approval by the NCC of Kaanapali Golf Estates and the Board of Directors of the AOA The Vintage at Kaanapali has been granted.

To obtain Board approval, the owner must submit an application to the Board. The application can be obtained from the Site Manager and should include:

- 1) A design plan with detailed drawings and specifications for the installation of the device.
- 2) The name of a duly licensed contractor performing the work (company name and license number to be provided at design review).

Because the device will be placed on Common Element, the following criteria must be met:

- ✓ Within 14 days of approval of the device by the Association Board, a certificate of insurance in the amount of **\$1 million dollars** naming the Association as an additional insured on the owner's policy must be provided.
- ✓ Owners must complete a registration of the device with the Association office.
- ✓ The owner (and each successive owner of the dwelling) is responsible for damages to the common elements or any adjacent units caused by the installation, maintenance, repair, removal or replacement of the device.
- ✓ The owner (and each successive owner) is required to have a policy of insurance in the amount of **\$1 million dollars** covering the above obligations and is required to name the Vintage Association as an additional insured.
- ✓ The owner (and each successive owner) is required to remove the device if reasonably necessary or convenient for repair, maintenance or replacement of the common elements.
- ✓ The owner must obtain confirmation in writing from the entity issuing the warranty for the roofing that the installation of the solar energy device will not void the roof warranty. The owner must provide the Vintage Association with a copy of this confirmation.

- ✓ A waiver must be executed by the owner assuming total liability and releasing the Vintage Association of any obligation for any future liabilities resulting from the device, its installation, and operation.

INSTALLATION REQUIREMENTS:

- SAFETY: The owner must address any safety issues such as the ability of the device to withstand strong winds. Also, devices should be firmly secured to the roof in accordance with applicable building codes and Monier Tile recommendations.
- ACCEPTABLE LOCATION: The Board will determine what is acceptable at design review.
- HEIGHT: The Board will determine what is acceptable at design review.
- ANGLE: The Board will determine what is acceptable at design review.
- PAINTING: Pipes must be painted to match the dwelling's existing paint color.
- ROOFING MATERIAL: Owner is responsible for any damage to roofing material that may occur as the result of the installation and/or operation of the device. Damaged tiles will be replaced and installed at owner's expense. Any roof leaks that result from the installation and future use of the device will be repaired at the owner's expense.
- DWELLING STUCCO: The apartment exterior walls cannot be penetrated. No bolts or screws can be used to secure pipes connecting the solar panel to the water heater tank. If at all possible, pipes should run under eaves and directly into the garage without going through the stucco.
- NUMBER OF DEVICES: Only one exterior device may be installed per dwelling. Additional water storage tanks, if any, must be installed in the owner's garage.
- RECORDABLE AGREEMENT: An agreement must be executed by the owner outlining responsibilities for damages and maintenance so future buyers are aware of their obligations under the ACT and under the Vintage Rules and Regulations for Solar Energy Devices. This agreement must be recorded with copies to be maintained by the owner and the Managing Agent of the Vintage.
- VINTAGE RESPONSIBILITY: The Vintage Association will not be responsible for the removal or trimming of trees that may block sunlight to the device. Alternate locations of installation should be evaluated to avoid a conflict with existing landscape.

APPENDIX E:

EXTERIOR DOOR AND WINDOW SYSTEMS REPLACEMENT POLICY

The owner of a unit at the Vintage must complete a Buildings Modification Request Form and receive Board approval before any replacement of exterior doors and windows commences.

Approval Process:

Complete the form with all the factual details of the proposed change, to include but not be limited to, the windows and doors to be replaced in the unit, the type of replacement and timing of the project. A complete explanation of the work that is being applied for and supporting documents as outlined on the policy shown below.

Definition of door and window systems:

A door and window system includes the frame as well as the door and window panels. The frame is the structure that is attached to the structural framing of the unit. Within the frame, the door and window glazed panels are either fixed or slide.

1. New doors and windows must match the exterior appearance of the original doors and windows installed at The Vintage by the developer. The doors and windows shall be white in color in the outside with either fiberglass, vinyl or aluminum clad exterior surfaces. Doors and windows with wood exterior surfaces that must be painted are not permitted and will not be approved by the Board of Directors.
2. The glass surfaces on the proposed doors and windows must adhere to the tinting policies in place at The Vintage. Colored glass and or mirror glass are not permitted.
3. The new doors and windows must match the existing opening of the door or window that is being replaced. Altering the structure of the unit by enlarging the door or window opening is absolutely not permitted.
4. Attached to the completed Building Modification Request Form, the owner must provide the specification sheet from the manufacturer of the new units, brochure and any other material that shows the proposed doors and windows, provides sizes and clearly describes the appearance of the replacement unit.
5. The primary concern of changing doors and windows is the modifications that may be required to the existing EFIS (the standard siding on the units). If such modification is required for the installation of the replacement doors and windows, the procedure to effect such modification to the EFIS must be clearly spelled out on the Request Form and the following information must be provided by the owner of the unit:

6.
 - a. The extent that the existing EFIS will have to be removed and replaced.
 - b. The reason for the EFIS modification (door flange must be attached to the framing, etc.).
 - c. The procedure for removing the EFIS (how will it be cut off so as not to damage adjacent EFIS or the structure of the unit).
 - d. Plan for replacing the EFIS to match the original installation by a licensed contractor with specific experience in the application of EFIS. The contractor is to be selected by the Association Building Committee. The owner's contractor will need to coordinate EFIS repairs with the approved vendor.

7. A licensed contractor in Hawaii with license in good standing with the Contractor Licensing Board in Honolulu is required to perform the work. The contractor must provide the following information to the Vintage prior to starting the work:
 - a. Copy of the Hawaii Contractor license
 - b. Copy of current one million dollars liability insurance policy
 - c. Copy of current State of Hawaii Workman's Compensation policy.

8. If county building permits are required to perform the work, they must be obtained prior to starting the work and properly posted on the site. If such permits are required, final sign out by the appropriate inspector is required.

9. All collateral damage to common property of the Association will be the responsibility of the owner of the unit to which the work is being performed. Painting over the replaced EFIS must match the existing paint and cover corner-to-corner in order to avoid color differentials. The damage may include, but is not limited to, walks and ways, road within the Vintage, the gate, existing vegetation and landscaping and the adherent EFIS where the work is being performed. The present owner and each successive owner of the unit will be responsible for damage resulting from the modification to the EFIS.

10. A waiver must be executed by the owner assuming total liability and releasing the Vintage Association of any obligation for any further liabilities resulting from the EFIS modifications due to the installation of new doors and window systems.

11. Work must be performed on Mondays through Fridays only, 8:00AM to 5:00PM. No weekend or holiday work on the exterior of the unit is allowed.

In order to protect the integrity of the roofing system during the changeover of windows located on the second floor of C and D Model Units, the following procedures must be followed.

1. Prior to the installation of the windows by the owner's contractor, a roofing specialist hired by the Vintage will examine the areas that must be walked on, and surrounding areas, to determine the status of the roofing system. This review will be documented both in writing and with photographs (should it be necessary) by the roofing company and agreed upon by the owner's contractor and the owner of the unit. The owner will be charged for the cost of the inspection.
2. The owner's contractor and his/her employees will minimize walking on the roof system and shall be instructed where to walk on the tiles, as to minimize breakage. Should breakage occur, it is the responsibility of the owner's contractor and the owner of the unit to report the breakage to the Site Manager of the Vintage.
3. Immediately following the completion of the installation of the replacement windows, the Site Manager of the Vintage will arrange to have the roofing company examine the roofing system in the areas affected by the replacement of the windows. Upon receiving a written report from the roofing company representative, the Site Manager will contact the owner of the unit with an estimate for the repairs, should they be necessary and the cost of the post inspection. The repairs will be completed by the Vintage approved roofing company and will be charged to the owner.
4. The owner assumes full financial responsibility for the damage that may have been caused by the contractor and his/her crew during the changeover of the windows. The owner will reimburse the Vintage in full for all such damage repairs as soon as the repairs are completed.

It is intrinsically dangerous to walk on tile roofs, especially at the second floor level. The Vintage takes no responsibility for injuries caused to the contractor or his/her crew for the eventuality of loose tiles, broken tiles or other circumstances encountered by the contractor and his/her crew while removing existing windows and replacing the windows. The contractor and the owner of the unit shall sign a release of responsibility for such eventualities, which will be kept on record by the Site Manager.

The Vintage Site Manager and the Chair of the Building Committee of the Board of Directors will make periodic inspections of the installation while it is carried out at the second floor level. Any additional restrictions that may result from such inspections shall be effective immediately and the contractor and the owner of the unit will be informed in writing of such additional conditions, as it may be judged appropriate and necessary.

Adopted on June 24, 2010

APPENDIX F:

VINTAGE AT KAA NAPALI COLLECTION POLICY

Members of the ASSOCIATION OF APARTMENT OWNERS OF THE VINTAGE AT KAA NAPALI (the "AOAO"), resolved, as authorized by section 514B-145 of the Hawaii Revised Statutes, as amended the following collection procedures and policies.

BACKGROUND:

Owners may fail to pay assessments for their share of the common expenses and the AOAO may have difficulty collecting assessments from delinquent owners.

If owners are not paying for their share of expenses, all owners are penalized and could incur assessments to make up the difference for the share of the non-paying owner.

The AOAO is interested in protecting its owners from incurring additional expenses to cover the deficiencies of non-paying owners.

The Hawaii Revised Statutes were recently amended to allow the board of an association to receive monies from tenants occupying units owned by delinquent owners in order to collect the delinquent assessments. The statutes were also amended to allow the association to terminate a non-paying unit's access to the common elements and cease supplying the unit with all services normally supplied or paid for by the association, if the unit is owner-occupied. That way, a non-paying owner will be incented to pay outstanding delinquencies.

The AOAO Board has enacted a written collection policy to allow the AOAO to demand rent from tenants to apply to delinquent assessments and to terminate services and access to common elements.

The collection policy was adopted as shown on Exhibit A by the Board of Directors and the ownership on March 8, 2011.

The collection policy shall be binding upon and inure to the benefit of all present and future owners, tenants and occupants of any units at The Vintage at Kaanapali.

EXHIBIT A

POLICY FOR COLLECTION OF ASSESSMENTS FOR COMMON EXPENSES ASSOCIATION OF APARTMENT OWNERS OF THE VINTAGE AT KAA NAPALI

COMPLIANCE WITH POLICY

The purpose of this policy is to ensure owners timely pay assessments to The Association of Apartment Owners of the Vintage at Kaanapali (the "Association").

One of the many advantages of living in a community association is sharing with other owners the costs of certain maintenance, repairs, and amenities that are often too expensive for a single-family homeowner. All Association owners are legally bound to share those costs. To properly maintain the Association's common areas, it is imperative that all assessments, whether regular or special, be paid in full and on time. Delinquencies throw the Association's entire budget off course and negatively affect all owners' property values and lifestyles. In fact, the Board of Directors (the "Board") owes a duty to all owners to make sure everyone timely pays costs. The Board has adopted the following policy to fulfill its duty in a fair, systematic, and impartial manner.

This policy is issued and enforceable by the Board acting pursuant to the Declaration of Horizontal Property Regime and Bylaws, which are recorded in Hawaii's Bureau of Conveyances and the Hawaii Revised Statutes.

SECTION A

General

The term "common expense" means expenditures made by, or financial liabilities of, the Association for operation of the property, and shall include allocations to reserves, regular annual assessments, special assessments, late fees, common area repairs, and any other fees, interest, or charges imposed under this Policy.

SECTION B

Notice

1. Before taking action under this Policy, the Association shall provide the delinquent owner proper notice.

2. Unless otherwise required by law, all notices for collecting common expenses will be sent by first-class mail and certified mail to the delinquent owner's address as shown in the Association's books and records.
3. The written notice shall set forth the exact amount of money the Association claims is due and owing by the owner.
4. All amounts due must be paid in full before the notice period expires. If the notice period expires without full payment, the consequences set forth in the notice and/or in this Policy shall apply.

SECTION C

Collection Procedure

1. Once a common expense is delinquent, the Association may take any or all of the following actions:
 - a. Late Fees and Interest. Payments received later than the 10th of the first month due will automatically incur a \$50.00 late fee plus interest at 1% per month from the due date until paid. If the Association does not receive payment for any common expense in full on or before the thirtieth (30th) of the month in which dues are billed, the delinquent owner shall pay liquidated damages for the Association's time, inconvenience, and overhead in collecting the late payment, as follows: (i) Fifty Dollar (\$50) late fee; and (ii) the accrual of interest at the 1% rate per month. These charges will be treated as common expenses.
 - b. Returned check fees and bank charges. In addition to any late fee that may be applicable, for each check to the Association that is returned by a bank for any reason, the owner who wrote the check shall pay the following charges: (i) Liquidated damages in the amount of Twenty-Five Dollars (\$25); and any related back charges that the Association incurs because of the returned check. These charges will be treated as common expenses.

- c. Suspend privileges and access to amenities. If a unit is owner-occupied, the Association may, after sixty (60) days notice to the owner and to the unit's first mortgagee of the nonpayment of the delinquency, terminate the delinquent owner's access to the common elements and cease supplying the delinquent unit with any and all services and utilities normally supplied or paid for by the Association. Any terminated services and privileges shall be restored upon payment of all delinquent assessments but need not be restored until payment in full is received.

 - d. Account referred to an attorney. The Association may, in its sole discretion, refer a delinquent account to an attorney for further action. The attorney may do any or all of the following:
 - i. File a lien against the unit in accordance with state law and the Association's governing documents;
 - ii. File a lawsuit to collect the amount owned;
 - iii. Foreclose on the property; and/or
 - iv. Take any and all other appropriate legal action.

 - e. Attorney's fees and costs of collection. The delinquent owner shall be responsible for all of the Association's attorney's fees and costs of collection, including court costs. These charges will be treated as common expenses.
2. All delinquent accounts remain delinquent until paid in full. No partial payments will waive the Association's right to pursue full payment and/or to enforce the provisions of this Policy. The Association will apply partial payments to the outstanding balance in the following order:
- a. Attorney's fees, court costs, and other costs of collection;
 - b. Late fees and interest on delinquent payments;
 - c. Fines and penalties;
 - d. Special assessments; and
 - e. The balance, if any, to common expense assessments.

SECTION D

Collection From Tenants or Rental Agents

1. After issuing proper notice, the Association may demand and receive from any renter or lessee of the owner occupying the unit or from any such owner's rental agent who collects rentals from lessees on behalf of the owner, an amount sufficient to pay all sums due from the unit owner to the Association, including interest, but the amount shall not exceed the tenant's rent due each month.
2. The tenant or rental agent's payment shall discharge the amount of payment from the tenant's rent obligation.
3. The tenant, owner and Association shall comply with Hawaii Revised Statutes 514B-145.

SECTION E

Dispute Resolution

Nothing in this Policy shall affect the right of an owner to request mediation and/or arbitration of any disputed assessment of common expenses so long as the owner first pays the full amount of the assessment in dispute and otherwise fulfills the requirements of the Hawaii Revised Statutes.

Adopted by Vintage Owners on March 8, 2011

APPENDIX G: VINTAGE FORMS -USED TO COMPLY WITH RULES

	NAME OF FORM	PURPOSE OF FORM	TENANT /OCCUPANT MUST
1	Acknowledgement Of Receipt of Rules and Reg. *	Provides list of some major House Rules & other items	Sign agreement to read and comply with all current Vintage Rules
2	Registration Information For Visitors and Lessees *	To obtain Vintage visitors contact Information	Be responsible for filling in form for all Visitors staying in a Unit
3	Declaration of Vintage Occupants or Tenants *	Lists duties of occupants and rental arrangements	Affirm that all provided information is accurate & true
4	Request For Use of Recreation Center Areas	List rules that must be observed by the Parties & deposit amount required	Waive claims against Vintage Association & others for all injuries or property damage
5	Pet Registration Form	Identifies Unit Owner, pet, markings, license No., etc.	Agree to abide by all pet owner duties listed in the Rules
6	Golf Cart Registration **	Identifies Owner, golf cart make, license & many rules	Waive claims against Covered Parties for all damages and fees ←OWNER'S MUST PROVIDE →
7	Application for Building Modifications (for owner's unit)	Describes requested bldg. modifications and list of contractors to be used	Owner's contact information and owner's signatures on the Building Modification form
8	Owner requested addition of planted material in the Common Element	Describe Owner requested & paid additions for listed approved Vintage plants	Owner signed agreement to pay landscaping crew to plant items, and to water until established
9	Owner Entry Authorization Form (for absent owners)	Allows Site Mgr. to grant access for 3 rd parties to enter absent owner's unit	Owner signed waiver of all claims against Vintage Association, it's Board and employees
10	Owner Key Waiver Form	Allows Site Mgr. to enter in emergency situations	Owner signed waiver of all claims against Vintage Association
11	Bedbug Reporting Form	List Owner's/Tenants responsibilities if bedbugs are observed in unit	Owner signed form- agrees to act responsibly, and promptly treat relevant unit, if bedbugs found
12	Solar Energy Device Application on Roof (see Appendix D)	Lists conditions of installation and roof modifications for device	Owner's signed warrants and assumed responsibilities, including encumbrance on unit

(Appendix G Continued)

1. Copies of the first three forms listed in the Appendix G summary table above are included as Appendix B-1, B-2 and B-3 respectively in this Rules Document. The tabulation in this Summary Table, marked with a single red asterisk * by the name of the form are not included among the various forms given below in order to reduce the number of pages in this Rules document.

2. Copies of the forms with a double red asterisk ** next to the document name in the above APPENDIX G summary table, are the Golf Cart Registration form, which is a lengthy form that is available from the Site Manager, and is not included herein to reduce the number of pages of this Rules Document.

3. Copies of the remaining forms in the Appendix G summary table, which have no asterisks by the Name of the Form, are included below, which are Form numbers, 4,5,7,8,9,10, and 11. These are the following forms with no asterisk:

REQUEST FORM TO RESERVE USE OF POOL/RECREATION CENTER

PET REGISTRATION FORM

APPLICATION FOR BUILDING MODIFICATION FORM

**OWNER REQUESTED CHANGE FORM FOR ADDITIONS OF
PLANTED MATERIAL IN THE COMMON AREA**

OWNER ENTRY AUTHORIZATION FORM

OWNER AUTHORIZATION FOR HOUSE KEY WAIVER FORM

VINTAGE BEDBUG REPORT FORM

THE VINTAGE AT KAA NAPALI POOL/RECREATION CENTER RESERVATION FORM

All Persons who wish to use the Rec-Center for "Gatherings" must do so in accordance with the Vintage Rules and Regulations ("Rules") including the pool and Rec-Center rules summarized herein.

1. A One Hundred Dollar deposit will be required in order to reserve the Recreation Center (hereinafter "Center" or "Facilities") and the Responsible Party must sign this form and acknowledge he/she will be responsible for ensuring compliance with the Rules for all attendees of this reserved function (Gathering)
2. The Association accepts no responsibility for any injuries that may occur. **By signing this form, the undersigned Responsible Party hereby agrees to waive and hereby waives all claims against THE VINTAGE AT KAA NAPALI ASSOCIATION, its members, agents, employees, representatives, volunteers, officers and directors for all injuries or damages caused by or arising out of, or use of the above named organization's facilities during the Gathering. The undersigned Responsible Party agrees to inform all of the attendees that the following Rules are to be complied with at all times.**
3. The pool and rec-center shall remain open to all lessees and owners during the Gathering. The exercise facility is specifically excluded from this agreement and shall not be used by attendees at the Gathering.
4. All food shall be confined to the Cabana area. No food is allowed in the pool or spa. NO GLASS containers or glass products of any kind are allowed beyond the Cabana area.
5. The Responsible Party is responsible for the clean-up of the pool area as well as the Cabana and Barbecue and for removal of all the trash. The Association does not have large trash bins on property; hence, you must take the Gathering's trash home when finished. Do not use trash bins at the site.
6. You, the Responsible Party, are responsible for the actions of the members of your Gathering. All attendees at the Gathering must abide by all Pool rules and *our 2013 Rules and Regulations*, especially those pertaining to the Noise and Nuisance section.
7. The maximum size of any party function should be limited to 20 or less people (unless 30 day advanced notice is given to the Board and Board approval is obtained). The Gathering shall be for no longer than three (3) hours and must end with clean up completed by 9:30 p.m.
8. The Association has no lifeguard on duty and all attendees at the Gathering that use this facility, acknowledge they do so at their own risk. Parents and/or guardians are responsible for the safety and conduct of children and other members (attendees) of the Gathering, and so hereby acknowledge.

The undersigned Responsible Party understands and agrees that his/her \$100.00 deposit will only be returned within 14 days after completion of the reserved function, if all of the ***all above criteria are met.*** **However if cleanup, repair, or replacement of any items are necessary or any other problems result related to violation of this agreement or violation of any Vintage House Rules, additional billing may be billed to the Responsible Party to offset these costs.** The undersigned agrees to be responsible for reimbursing the Vintage Association if the Association incurs additional costs in excess of the provided deposit, as a result of or related to this reserved function, which is scheduled for the date of: _____, and starting at the following time: _____, and with the estimated number of attendees being: _____.

Responsible Party: _____
(Print Name) (Sign with Signature)

Date Signed: _____ Unit No: _____

Witness Signature of Vintage Site Manager: _____ Date _____

**THE VINTAGE AT KAA NAPALI
175 KUALAPA PLACE
LAHAINA, HI
(808) 661-1886**

PET REGISTRATION FORM

PET OWNER'S NAME(S) _____
(print)

PET OWNER'S NAME(S) _____

PET OWNER'S UNIT NUMBER: _____

DESCRIPTION AND INFORMATION REGARDING PET:

TYPE OF PET: _____

GENDER: _____

COLOR/DISTINCTIVE MARKINGS _____

LICENSE NUMBER: _____

NAME OF PET: _____

CONTACT TELEPHONE NUMBER AT UNIT: _____

OWNER'S CELL PHONE NUMBER: _____

PICTURE ATTACHED: _____
YES NO

Undersigned owner(s) hereby acknowledge Owner (s) have received a copy of the Vintage Rules and Regulations regarding Pets and that Owner(s) have read and understand Owner (s) responsibilities as pet owner(s). Owner (s) agree to fully comply with all Vintage Rules and Regulations including those given in Section C. of the Rules and Regulations regarding Pets and Animals

SIGNATURE OF PET OWNER: _____ **Date Signed** _____

SIGNATURE OF PET OWNER: _____ **Date Signed** _____

THE VINTAGE AT KAA NAPALI

APPLICATION FOR BUILDING MODIFICATION FORM

Property Address _____ Kualapa Place, Lahaina, HI 96761

Legal Owner(s) _____ Phone (home) _____

Address _____ Phone (business) _____

Contact Person _____

Address _____ Phone (home) _____

Phone (business) _____

Description of proposed work _____

Phone/address _____

General Contractor _____

Phone/address _____

License Number _____

Professional Review Fee (if applicable) _____

Owner(s) acknowledge they have been provided a copy of The Vintage Rules and Regulations regarding Building Modifications and that Owner(s) have read and understand all Owner(s) responsibilities and requirements and will fully comply.

OWNER'S SIGNATURE _____ Date _____

OWNER'S SIGNATURE _____ Date _____

THE VINTAGE AT KAA NAPALI

**OWNER REQUESTED CHANGE FORM FOR ADDITIONS OF
PLANTED MATERIAL IN THE COMMON AREA**

Owner(s) acknowledge they were requested to read the "Landscape Modification Policy and Process", Section L of the Vintage Rules and Regulations document and the attached "Approved Plant List" before submitting this written request to the Vintage Site Manager for later Board Review. The Board will review the request at the first available Board Meeting after receipt based on the agenda for that meeting.

Owner(s) acknowledge that if this request is granted, owners will be ultimately responsible for the well-being of said plants planted under this process and there will be a minimum charge of fifty dollars (\$50) per hour per landscaping person required to complete the request. Owner(s) acknowledge it is not the responsibility of the landscape contractor or the site manager to obtain or care for the plants. **It is the owner's responsibility to water the new plants for at least five weeks following planting. Plants will unlikely survive on the regular amount of water emanating from the irrigation system after the initial planting is completed without this extra water.**

Owner(s) agree to return this completed form to the site manager and acknowledge that implementation of this request will depend on approval by the Board of Directors and the availability of the landscape crew to complete this project.

OWNER'S UNIT NUMBER: _____

OWNER'S ACTION: Include name, color, number, and location of desired plants and a drawing of the area with desired changes shown.) Attach additional detail, as "Attachment A" to this request, if more detail is necessary.

Undersigned Owner(s) acknowledge they have read the Rules and Regulations regarding Landscape Modifications and agree to comply with all requirements.

I, _____ Date Signed _____
Signature of Owner

2 _____ Date Signed _____
Signature of Owner

THE VINTAGE AT KAAPALI

OWNER ENTRY AUTHORIZATION FORM

1. The undersigned Owner(s) of Vintage Unit No. _____ at Kualapa Place, Lahaina, 96761 hereby authorizes the Vintage Site Manager to allow the parties identified in Paragraph 2 of this agreement to enter their unit after the Site Manager unlocks the doors to the above listed unit on the date and times specified in Paragraph 3 of this agreement.

2. The Vintage Site Manager is authorized to open the doors to Unit _____ for the sole purpose of granting access to the below named third parties (or their substitutes) on the dates and times specified in Paragraph 3.

Name of 3rd Parties: _____

Print names above of parties to be granted access

Address of Parties: _____

Cell Phone No.: _____ Business Phone No.: _____

3. The parties listed in paragraph 2 above are authorized to be given entry access into the unit identified in paragraph 1 on the following approximate dates and approximate times:

Date(s) access is to be granted (Month/Day/Year): _____

Approx. time of arrival of 3rd Parties _____ Approx. Time of Departure _____

4. Acknowledgment Owners Waive All Claims of Damages and Indemnify Covered Parties

The under signed owner(s) hereby acknowledge that they (or he or she) agree to waive, and hereby waive, any and all losses, liabilities, damages, or claims against the Vintage Association of Apartment Owner(AOAO) and all of its respective members, managers, officers, directors, attorneys, accountants, agents, employees, representatives, contractors and assigns (all such persons and/or entities are hereinafter collectively referred to as the "Covered Parties") for property damage or personal injury and any other kind and every nature of claim, whatsoever, whether known or unknown, suspected or unsuspected, resulting from or arising out of , or connected with, directly or indirectly, the granting of access of the above identified third parties, or any substitute third parties, to the designated owner's unit on the approximate date and time identified above in this document. Owners agree to indemnify and hold harmless from any and all losses, liabilities, damages, claims of property damage or personal injury, of any kind, whether known or unknown, or suspected or unsuspected, for all of the Covered Parties, arising from or caused by, or connected with, directly or indirectly, the granting of access to the owner's unit. Owner agrees to promptly reimburse the attorney fees and other costs incurred by the indemnified parties, in connection with indemnity provided for herein.

OWNER'S PRINTED NAMES _____ Unit No. _____

OWNER'S SIGNATURE _____ Date _____

Site Manager's Witness Signature: _____ Date of Witness Signature _____

THE VINTAGE AT KAA NAPALI

OWNER AUTHORIZATION HOUSE- KEY WAIVER FORM

1. The undersigned Owner(s) of Vintage Unit No. _____ at Kualapa Place, Lahaina, 96761 hereby authorizes the Vintage Association at Kaanapali and its directors and employees, including the Site Manager (hereinafter the Covered Parties) to store a copy of Owner’s key. The key may be used by the Site Manager or a Board Member (in the absence of the Site Manager), to unlock the Owner’s Unit door and enter the unit to deal with emergency situations (such as fire, flooding water, etc.) until such date the undersigned owner(s) execute paragraph 4 on the second page of this agreement, which cancels the Site Manager’s right to hold subject key in storage after that date.

2. The Vintage Association including the Vintage Site Manager is also authorized, for the above designated Unit, to use any retained Key, held under the terms of this Agreement, for the purpose of granting identified and authorized third parties access to the Unit to facilitate delivery of furniture, or repairs by contractors, etc. This entry will occur only under the terms and conditions specified if the Owner (s) of the above designated Unit has properly executed an “Owner Entry Authorization” Form. This form identifies the names of the third parties that are to be granted access, to the Unit and the dates and times such access is to be granted to those specified third parties on the form.

3. Acknowledgment Owners Waive All Claims of Damages and Indemnify Covered Parties

The under signed owner(s) hereby acknowledge that they (or he or she) agree to waive, and hereby waive, any and all losses, liabilities, damages, or claims against the Vintage Association of Apartment Owner(AOAO) and all of its respective members, managers, officers, directors, attorneys, accountants, agents, employees, representatives, contractors and assigns (all such persons and/or entities are hereinafter collectively referred to as the “Covered Indemnified Parties” and the “Covered Vintage Parties”) for property damage or personal injury and any other kind and every nature of claim, whatsoever, whether known or unknown, suspected or unsuspected, resulting from or arising out of , or connected with, directly or indirectly, the storage and/or use of the Owner’s keys to the above designated unit by any party. Owners agree to indemnify and hold harmless from any and all losses, liabilities, damages, claims of property damage or personal injury, of any kind, whether known or unknown, or suspected or unsuspected, for all of the Covered Parties, arising from or caused by, or connected with, directly or indirectly, the storage, and use of any Key to the above designated owner’s unit including theft of the keys by any party whatsoever. Owner agrees to promptly reimburse the attorney fees and other costs incurred by the indemnified parties, in connection with indemnity provided for herein.

OWNER PRINTED NAME _____ Unit No. _____

OWNER SIGNATURE _____ Date _____

OWNER PRINTED NAME _____ Unit No. _____

OWNER SIGNATURE _____ Date _____

Site Manager’s Witness Signature: _____ Date of Witness Signature _____

(Second page of): “OWNER AUTHORIZATION HOUSE- KEY WAIVER FORM”

4. The undersigned Owner(s) of Vintage Unit No. _____ at Kualapa Place, Lahaina, 96761 hereby immediately withdraws the previously granted right, Owner(s) previously granted the Kaaanapali Owners Association (and its employees including the Vintage Site Manager), to retain and store a copy of a key to the Owner’s unit, under the terms and conditions described in Sections 1, 2, and 3 of this Agreement.

5. The undersigned Owner(s) of Vintage Unit No. _____, hereby stipulates that the Vintage Association, has returned the Vintage Association’s copy of the “stored key” to the subject unit, to the following undersigned Owner(s) on the following date: (Month/Day/Year) _____, and at the following time of day _____ (Hawaii Standard Time), and at the specific request of the undersigned Owner(s).

6. The undersigned Owner(s) agree that all the provisions of the Owner’s Waiver, as written above in Paragraph 3 (on page 1 of this Agreement) shall continue in perpetuity. The undersigned Owner’s also acknowledge that his and/or her signature below cancels any prior agreement that states the Vintage Site Manager is authorized to retain and store a key to the subject Unit.

OWNER PRINTED NAME _____ Unit No. _____

OWNER SIGNATURE _____ Date _____

OWNER PRINTED NAME _____ Unit No. _____

OWNER SIGNATURE _____ Date _____

Site Manager’s Witness Signature regarding paragraphs 4, 5, and 6 of this Agreement:

(signature of Site Manager)

Date of Vintage Site Manager’s Witness Signature (Month/Day/Year): _____

VINTAGE BEDBUG REPORT FORM

1. Vintage Unit No. For Bedbug Report: _____
2. Current Unit Owner's Name: _____
Owner's Phone Number/Email Address: _____
Owner's Agent's Phone Number/Email Address: _____
Date Unit Owner or Agent First Notified About Bedbugs: _____
3. Current Resident's Name: _____
Resident's Phone Number/E-Mail Address: _____
4. Observed Bedbug Locations in Unit: i.e. rooms, items, surfaces: _____

5. Reported Date of Initial Bedbugs Suspected: _____
6. Bedbugs Reported or discovered in Unit by whom: _____
7. Date First Observed in Unit: _____
8. Move in Date of Resident/Occupant: _____
9. Bedbug Treatment Company Selected: _____
Company Address: _____
Contact Name at Company: _____
Phone Number: _____
E-Mail Address of Contact: _____
10. Treatment Dates Initially Scheduled by Treatment Company: _____
11. Re-Treatment Date(s) if Any: _____

12. Other Notifications from Treatment Company: _____
13. Date of Initial Eradication Action Taken by Treatment Company: _____
14. Follow up Treatment Dates: _____
15. Re-Inspection Dates Established by Company/Owner/Resident: _____
16. Additional Remedial Action(s) taken for Re-Occurrences: _____
17. Letter(s) to Owner/ Resident from Exterminator Regarding
Summary of Infestation and Actions Taken: _____

- Comments Regarding Expected Success or other item: _____

18. Summary of Exterminator and Other Incurred Costs: _____
19. Adjacent/Nearby Units or Other Areas to Inspect: _____
20. Re-Inspection Interval Recommended: _____
21. Final Re-Inspect End Date: _____
22. Treatment Costs Paid by Owners were: _____
23. Date Proof of Treatment Effectiveness Transmitted to Board or Site Manager: _____
24. Date This Form Was Finally Completed after Treatment and Inspections: _____
25. Date This Form Was Filed in Site Manager's Records: _____

APPENDIX H:

**VINTAGE AT KAA NAPALI
LANDSCAPE APPROVED PLANTS AND FORBIDDEN PLANTS**

<p><u>APPROVED BUSHES:</u></p> <p>African Iris Agapanthus Antheriums Australian ferns Aztec Grass Bird of Paradise Bougainvillea Cleradendron Croton Ferns Firecracker Fireworks Ginger Golden Top Hawthorne</p>	<p><u>APPROVED BUSHES CONTINUED:</u></p> <p>Hibiscus (grandfathered due to high disease rate – no new allowed) Ixora Lauae Fern Plumbago Queen Emma Lily Raphis Sea Grape - NaPaka Snow Bush Song of India Spathaphyllums Tiara Gardenia Ti</p>	<p><u>APPROVED TREE VARIETIES:</u></p> <p>Areca Palms Hong Kong Orchid Trees Manila Palms Plumeria Trees (Standard and Singapore) MacArthur Palm (Joannes) Phoenix Palms Shower Trees</p>
<p><u>APPROVED GROUND COVERS:</u></p> <p>Hemigraphis Wandering Jew Hearts and Flowers Golden Glory Wedelia</p>	<p><u>PLANTS THAT WILL NOT BE CONSIDERED FOR PLANTING INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:</u></p> <p>Cactus Groundcovers that do not exist in the Vintage Banana, papaya, mango, breadfruit, or other fruit trees Vegetables of any type Roses Poisonous plants such as Oleanders</p>	

This is the last page of these 2013 Rules