

Article XIII  
USE RESTRICTIONS

Section 1. **General.** The Properties shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Declarant of the Association), as may be permitted by the development orders, resolutions, ordinances and zoning plans approved and adopted by the County of Maui subject to such further restrictions as may be set forth in this Declaration and amendments hereto. Any supplemental Declaration or additional covenants imposed on the property within any Sub-association may impose stricter standards than those contained in this Article.

The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards as if such standards were a regulation of the Association.

Section 2. **Signs.** A single "for sale" or "for lease" sign shall be permitted on any Unit being offered for sale or for lease, provided it does not exceed two (2) feet by three(3) feet in size, does not stand higher than two(2) feet from the ground, and is not visible from any portion of any golf course located adjacent to or within the Properties, including, but not limited to, the Maui Lani Golf Course. No other signs of any kind shall be erected within the Properties without written consent of the Board of Directors except that the Board of Directors and the Declarant shall have the right to erect signs as they, in their discretion, deem appropriate.

The Association, acting through the Board, shall be authorized to enter upon any Unit and remove any sign, advertisement, or similar display placed on a Unit in violation hereof, and in doing so shall not be subject to any liability for trespass or other tort in connection with or arising from such entry and/or removal.

Section 3. **Parking and Prohibited Vehicles.**

(a) **Parking.** Vehicles shall be parked only in the garage or driveway serving the Unit, or in such other parking areas as have been designated by the Board of Directors for parking vehicles, or the street and then subject to such rules and regulations as the Board may adopt. No vehicle (personal), commercial, recreational, tractors, mobile homes, campers, trailers, motorcycles, mopeds, boats or other watercraft) shall be parked or stored on the front lawn or in such a manner as to block the sidewalk area.

No garage shall be enclosed, modified or otherwise used, so as to reduce its original capacity for parking vehicles without the prior written approval of the Board of Directors. However, a builder may temporarily convert a garage into a sales or

construction office, provided that it is converted back to a garage within ninety (90) days after cessation of construction and sale of new homes within the Properties by such builder.

(b) Prohibited Vehicles. Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted on the Properties except within enclosed garages. Vehicles that become inoperable while on the Properties and outside of an enclosed garage must be removed from the Properties or placed within an enclosed garage within twenty-four (24) hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with any type of material and remains on blocks or so covered for thirty (30) consecutive days without the prior approval of the Board. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Properties during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas. Any vehicle parked in violation of this Section or parking rules promulgated by the Board may be towed in accordance with the Bylaws.

AMMENDMENT NO. EIGHT - 8-22-2001-131425

Article XIII, Section 4 of the CC&Rs is hereby amended to read as follows:

Section 4. Animals and Pets. No animals classified as a pest by Hawaii law shall be raised, bred, or kept on any portion of the Properties. In addition, no chickens, roosters, pigs, cows, sheep, geese, ducks, turkeys, peacocks, livestock, or other similar animals shall be raised, bred, or kept on any portion of the Properties. The Board of Directors may in its sole discretion grandfather any animals on the Properties prior to their prohibition provided that the grandfathered animals may not be replaced upon their death or removal from the Properties. Those pets which are permitted to roam free, or, in the sole direction of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Properties shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board. All animals shall at all times whenever they are outside a Unit be confined within a fenced area under the control of the Owner or occupant of the Unit, or on a leash or within a cage held by a Person responsible for the dog, cat or other pet.

Section 5. Quiet Enjoyment. All portions of a Unit outside of enclosed structures shall be kept in a clean and tidy condition at all times, and nothing shall be done, maintained, stored or kept outside of enclosed structures on a Unit which, in the determination of the Board of Directors, causes an unclean, unhealthy or untidy condition to exist or is obnoxious to the

senses. Nothing shall be done or maintained on any part of a Unit which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Units. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Properties. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Common Areas, or on any portion of a Unit outside of an enclosed structure, which in the determination of the Board of Directors tends to cause embarrassment, discomfort, annoyance, or nuisance to Persons using the Common Areas or the occupants and invitees of other units. No outside burning shall be permitted within the Properties, except with prior written approval of, and subject to rules promulgated by, the Board of Directors. No speaker, horn, whistle, bell or other sound device, except alarm devices used exclusively for security purposes, shall be installed or operated on any Unit.

Section 6. **Unsightly or Unkempt Conditions.** It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, which tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken unless screened from view. Notwithstanding the above, the disassembly and assembly of motor vehicles to perform repair work shall be permitted provided such activities are not conducted on a regular or frequent basis, and are either conducted entirely within an enclosed garage or, if conducted outside, are begun and completed within forty-eight (48) hours or such other time period adopted by the Board.

No Owner or occupant shall dump grass clippings, leaves or other debris, petroleum products, paint, fertilizers, other potentially toxic substances or any Hazardous Materials, as defined below, on any portion of the Properties, including, but not limited to, any drainage ditch, storm sewer, stream, or pond within the Properties. The Association shall have the right to assess any costs incurred in clearing or cleaning the Properties of such items or substances against the Unit of any Owner or occupant who violates this Section as a Special Assessment.

Section 7. **Hazardous Materials.** No Owner shall use, generate or store Hazardous Materials on any portion on the Properties. "Hazardous Materials," as used in this Declaration, shall mean and refer to those materials, substances, gases, or vapors identified as hazardous, toxic, or radioactive by any and

all applicable federal, state, and local laws, regulations, or ordinances.

Section 8. **Antennas.** No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio, satellite or other signals of any kind shall be placed, allowed, or maintained upon any portion of the Properties, including any Unit, unless such apparatus is completely screened from view from adjacent Units by an approved fence or other approved structure and such antenna does not cause any interference with the operation of any equipment within the Properties. The Declarant and/or the Association shall have the right, without obligation, to erect or install an aerial, satellite dish, master antenna, cable system, or other apparatus for the transmission of television, radio, satellite or other signals for the benefit of all or a portion of the Properties.

Section 9. **Garbage Cans, Tanks, Etc.** All garbage cans, above-ground storage tanks, mechanical equipment, woodpiles, yard equipment and other similar items on Units shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be stored in appropriate containers and shall regularly be removed from the Properties and shall not be allowed to accumulate thereon.

Article XIII, Section 10 of the Declaration is deleted in its entirety and replaced with following: 9-19-2008-147257

Section 10. **Subdivision of Unit.** No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Declarant, however, hereby expressly reserves the right to subdivide, change boundary lines of and replat any Unit or Units owned by Declarant. Any such subdivision, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. The foregoing notwithstanding, the provisions of this Section shall not require (or be construed as requiring) any affiliate of Declarant (as determined by Declarant) that is developing, or intends to develop, a portion of the Properties to obtain the prior approval of the Board before subdividing such portion of the Properties, including any Units, owned by such affiliate or before changing any boundary lines or replatting any such property.

Section 11. **Tents, Mobile Homes and Temporary Structures.** Except as may be permitted by the Declarant during construction, no tent, shack, mobile home, or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties.

Section 12. **Drainage an Septic Systems.** Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be place in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves for itself and the Association a perpetual easement across the Properties for the purpose of altering drainage and water flow. However, the exercise of such easement shall not materially diminish the value of or unreasonably interfere with the use of any adjacent property without the consent of the Owner thereof. Septic tanks and drain fields, other than those installed by or with the consent of the Declarant, are prohibited within the Properties.

Section 13. **Sight Distance at Intersections.** All property located at street intersections shall be landscaped so as to permit a clear line of vision across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain in a location which does or lends to create a traffic or sight problem.

Section 14. **Playground.** Any playground or other play areas or equipment furnished by the Declarant or the Association or erected within the Properties shall be used at the risk of the user, and the Declarant and the Association shall not be held liable to any Person for any claim, damage, or injury occurring thereon or related to use thereof.

Section 15. **Business Use.** No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning requirements for the Properties; (iii) the business activity does not involve regular visitation of the Unit by clients, customers, suppliers or other business invitees, persons coming onto the Properties who do not reside in the Properties, or door-to-door solicitation of residents of the Properties; and (iv) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the

provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full or part-time; (b) such activity is intended to or does generate a profit; or (c) a license is required therefore. Notwithstanding the above, the leasing of a Unit shall not be considered a trade or business within the meaning of this section. This Section shall not apply to any activity conducted by the Declarant or conducted by a builder with approval of the Declarant, with respect to its development and sale of the Properties or its use of any Units which it owns within the Properties, including the operation a timeshare or similar program.

Section 16. **On-Site Fuel Storage.** No on-site storage of gasoline, heating or of other fuels shall be permitted on any part of a Unit except that gas or propane tanks for the heating of swimming pools, spas, or whirlpool spas are permitted and up to ten (10) gallons of fuel may be stored on each Unit for emergency purposes and operation of lawn mowers, similar tools or equipment and gas barbecue grills. The Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment.

Section 17. **Compliance with Governing Documents.** Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws, any applicable supplemental Declaration, and the rules and regulations adopted pursuant to the foregoing, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation.

Section 18. **Laws and Ordinances.** Every Owner and occupant of any Unit, their guests and invitees, shall comply with all laws, statutes, ordinances and rules of federal, state and municipal governments applicable to the Properties and any violation thereof may be considered a violation of this Declaration; provided, the Board shall have no obligation to take action to enforce such laws, statutes, ordinances and rules.

NOW, THEREFORE, Declarant hereby amends the Article XIII of the Declaration by inserting the following new section: 128719

Section 19. **Clothesline.** Outside clothesline or other outside clothes drying or airing facilities may be maintained or used on any Lot ant any time so long as such clothesline or facility is screened from view and no portion of such clothesline or facility is visible from any street or neighboring Lot or property.