

**LAULE`A APARTMENT OWNERS ASSOCIATION
And
MAUI SCHOONER RESORT OWNERS ASSOCIATION**

COMBINED PLAN RULES AND HOUSE RULES

Adopted September 24, 1999

Revised December 15, 2008

In order to enhance the vacation experience for you and all other Maui Schooner Resort owners and guests the following guidelines for use of the resort have been adopted by the Board of Directors. These rules apply specifically to all occupants of Maui Schooner Resort as well as to the members of their families and their guests. When necessary they will be enforced by the resort's Board of Directors, the resort manager, or the managing agent. The actions that have been authorized in the event of violations are listed at the end of this document.

DEFINITIONS

The definitions in the Declaration of Covenants, Conditions, and Restrictions (the "CC&Rs") of the Maui Schooner Resort Owners Association, the Bylaws of the Association of Apartment Owners of Laule`a, and the Declaration of Horizontal Property Regime: Laule`a (collectively the "Project Documents"), as they each may be amended, have the same meanings here in these rules. Definitions not included in the CC&R's and the Project Documents may also be included. "You" means each owner and each occupant, including exchange users in the Project.

**PROGRAM DECLARATION
AND OTHER PROGRAM DOCUMENTS**

Attached to these rules are excerpts from Chapters 2, 4, and 7 of the CC&R's. To be sure the system works as it should we urge everyone to observe the rules in this booklet and in the various Project Documents. If there is a conflict between the CC&Rs and these rules or the Project Documents, the CC&Rs shall prevail.

CHECK-IN AND CHECK-OUT TIMES

Check-in time is 4:00 p.m. local time. Check-out time is 10:00 a.m. local time.

FAILURE TO LEAVE ON TIME

We encourage you to leave the unit and take all your belongings at or before check-out time. If you need a place to put your things ask at the Front Desk. If you don't check out on time or you leave your stuff in the room and someone is prevented from checking in, you may be liable for certain consequences including repayment of hotel costs and travel expenses for anyone denied timely check-in by your overtime occupancy, damages of two hundred percent (200%) of the fair rental value of the unit, and more.

CARE OF INTERIOR FURNISHINGS AND EQUIPMENT

After you get to your room you should report any damage or deterioration to the unit or its common furnishings to the Front Desk as soon as possible. If you don't you might be charged for it. During your stay you are responsible for any damage, other than normal wear and tear, to a unit and its common furnishings. If the unit is uninhabitable due to your negligence, there may be severe consequences: 1) you could be fined or have other penalties imposed, 2) your rights and privileges as an owner or occupant might be suspended, including suspension of your reservation or exchange privileges, 3) you could lose your right to vote in matters requiring the approval of the owners, or 4) all the above. Care of the unit includes removing all your property from the unit at check-out time. Anything left behind after check-out must be treated as abandoned.

HOUSEKEEPING SERVICE

Housekeeping service is provided to all units before check-in. Additional housekeeping service is available for an extra charge. Be sure to take good care of the unit while you're at Maui Schooner since you could be charged for any housekeeping service required over and above normal. Housekeeping charges must be paid when you leave.

QUIET HOURS

To ensure the relaxation and enjoyment of everyone at the resort, quiet hours extending from 10:00 p.m. to 7:30 a.m. daily have been established. Please help us maintain quiet during these hours. On Fridays, Saturdays, and the nights preceding holidays quiet hours will begin at 12:00 Midnight. Please be considerate of others at all times by monitoring any source of noise under your control during Quiet Hours.

EMERGENCIES

Of course, we hope it never happens, but if you need the immediate services of the Police Department, the Fire Department, an ambulance or a doctor, just dial the desired agency or person from your room by dialing 9, then the number. If you don't know the number, dial 9 then 9-1-1. And certainly, any emergency which could affect the operation of the Project such as flooding, fire, or theft, should be reported to the manager or the front desk as soon as possible.

COMMON AREAS

Soliciting – Please respect the privacy of your fellow residents and do not engage in soliciting goods and services, including the sale of a timeshare interest. Please avoid religious or political campaigning, as well. Owners may solicit proxies or distribute materials relating to Association matters in the common areas provided it is done in a reasonable manner at a reasonable time.

Protection of common areas – In the common areas we have provided certain furniture, fixtures, and equipment for the comfort, safety, and convenience of all residents and guests. Please do not move it to other areas, alter it, or remove it without permission from the resort manager.

Pool / Beach – Help preserve the facilities by drying off before entering the lobby, elevator, or units. When you return from the beach, use the outside shower to remove any sand before going into the pool, units, lobby, or elevator.

Please do not dry your bathing suit or your towels by hanging them over the lanai railings.

Respect For Others – The other guests will appreciate it if you refrain from obnoxious, unlawful, or offensive activities. The use of profane language will not be tolerated on the property.

Pets – If you are handicapped and need an animal for support you may keep them on the property. Otherwise, pets are prohibited.

Safety – For your own safety and the safety of other guests we do not allow roller skating or skateboarding on the resort property.

RESTRICTED AREAS

Certain areas on the property have been designated as restricted with respect to recreational use or loitering. These areas include, but are not limited to, hallways, the elevator(s), stairways, and the parking lot. Please be aware of these areas and do not loiter in them or use them for recreational purposes.

MAXIMUM OCCUPANCY

In order to ensure the quality of our rooms, the maximum occupancy for each unit, including infants and children is: 1-bedroom, 4 persons; 2-bedroom, 6 persons; 3-bedroom, 8 persons.

GUESTS AND RENTERS (Permitted Users)

You are permitted to rent or lend your confirmed use period to others without charge or you may invite guests to share occupancy of your assigned unit during your use period. But, you are responsible for them. Please do not try to accommodate more people in your unit than permitted by the maximum occupancy limits stated above.

The resort manager will not allow anyone other than the owner into any unit without written permission from the owner who has the right to use at that time. Because of that, if you intend to have a guest or renter use your use period, be sure to inform the resort manager in writing before their check-in day.

PARKING

Parking is for residents and their guests only. There are no assigned spaces.

Please keep your speed in the parking lots at or below 5 MPH.

We ask that you not leave your vehicle unattended in front of the lobby. If you are loading or unloading it, please move it as soon as you're finished.

Please park your vehicle in the marked spaces so it will not block or impede access to the buildings or property.

POOL AND SPA

Don't forget: use of the pool area is at your own risk. There is no lifeguard.

The "pool area" which includes the pool, the spa, and areas immediately adjacent to the pool is for the exclusive use by you and your guests between the hours of 8:30 a.m. and 10:00 p.m.

If someone in your party is 12 years old or under they must be accompanied by an adult when they use the pool or spa. We recommend that non-swimmers do not use the pool or spa.

To keep our equipment operating efficiently, please remove all suntan oil, hair pins, and other such material before going in the water. There is a shower to remove sand before entering the pool after visiting the beach.

We expect everyone to wear the proper attire whenever they are in the pool area.

Please remove your belongings – towels, sunglasses, books, etc. – when you leave the pool area.

Glass or other breakable containers may not be used in the pool area. You could be liable for the cost if the pool has to be drained because of broken glass or other material.

"Horseplay," including running, screaming, or other boisterous conduct is not permitted in the pool area. We also ask that you do not splash water other than what would be expected during normal swimming.

TENNIS COURTS

Remember, the Maui Schooner does not own the courts. However, maintenance of the courts is the responsibility of the owners Association. The following rules were established by the county and must be adhered to by residents.

You must wear proper tennis shoes when on the courts. No street shoes are allowed.

When players are waiting and you are on the courts please limit yourself to one set or one hour of play whichever comes first.

When large numbers of people are waiting to use the courts, children under 14 years of age must give way to adults.

No food or beverage other than water is allowed on the courts.

No bicycles skates, skateboards, etc. are allowed on the courts.

Persons other than Maui Schooner guests may use the courts.

RESERVATION AND USE RIGHTS

In General -- A reservation confirmed in writing by the Association is required for you to use the resort or to allow someone else to use the resort. This applies to both FIXED and FLOATING use.

Confirmations – Your reservation must be confirmed by the Association in writing before it is valid. Reservations are confirmed on a first requested, first served basis. In the event of conflicting requests, the Association will confirm reservations in whatever way it determines is fair.

Conditions – The Association will not consider any reservation request: 1) that is made more than eighteen (18) months before the first day of the Use Period requested, 2) that is requested by an owner who is not current in their financial obligation to the Association, or 3) if there is another reservation outstanding against the same Use Week for the same Use Year.

Floating Use Owners: For each interval you own, reservations may be made by calling the reservation center (owner services) at 800.877.7976 or in writing via facsimile, e-mail, or other electronic means.

You may not request less than a full week. You must specify a choice of Use Period and check-in/check-out day (Friday, Saturday, or Sunday). You may also give as many as two alternate choices. Your reservation must be confirmed in writing by the Association before it is considered valid.

Fixed Use Owners: You must contact the reservation center (owner services) and choose a check-in/check-out day (Friday, Saturday, or Sunday) by 9/30 each year to validate your use. This must be done every year. You are encouraged to call early for best availability.

Cancellation – If you want to cancel a reservation you must notify the Reservation Department at least 45 days before the start date. But, remember, if you cancel, you might not be able to get another reservation for that year. Do not cancel less than 45 days ahead. If you do you will be considered to have used your week and you will not be allowed to make another Use Week reservation for that year.

Fixed to Float – If you own a “fixed” week and would like to change it to “float” for any particular year, you can do so by notifying the Reservation Department, in writing, at least 120 days before the start of your fixed week.

Unit Assignment – This is important: Units for Floating use owners will be assigned by the reservation agent on a first come first serve basis. All room assignments will remain as booked unless the unit and/or building assignment has to be changed by the front desk staff to accommodate an owner/guest due to a specific health related reason supported by proper documentation or a maintenance issue that arises in the specific unit or at the discretion of the Management Company or on-site manager.

Exchanging – If you want to submit your confirmed reservation to an exchange company you must pay the assessment and any special charges that apply to the Use Year of the reservation you want to exchange. If the basic assessment has not been determined for that Use Year, you must pay an amount equivalent to the current Use Year’s assessment.

BASIC AND SPECIAL ASSESSMENTS

Your annual assessment for any Basic or Special charges needs to be paid no later than the due date each year as established by the Board of Directors. The details of your obligation to pay Basic and Special charges are included in the Declaration of Covenants, Conditions, and Restrictions (the CC&R's) and in the Assessment Billing and Collection Policy (ABC Policy) for the Association.

After you have made a reservation, if you become delinquent in your financial obligation to Maui Schooner, the ABC Policy and the CC&R's allow the Association to suspend your reservation privileges and to make your reserved space available for use by other owners or the general public. And, during the time you are delinquent your right to vote in any Association proceedings will be suspended. These rights and privileges may only be reinstated by payment in full of your obligation to the Association.

PERSONAL SERVICE

The staff has assigned tasks which will not be completed in the allotted time if they are diverted. Please don't ask staff members or contractors to perform personal services during their tour of duty. If there is anything that needs fixing in your unit or in the common area, please tell the front desk or the manager.

COMPLAINTS

We know there will be times when you want to tell us about your stay. Please address any complaints, compliments, or suggestions regarding the staff or the buildings in writing to the resort manager or the Board of Directors in care of the management company.

VIOLATIONS

Here are the reasons you or your guests should observe the rules in this booklet: 1) you could be fined or have other penalties imposed, 2) your rights and privileges as an owner or occupant might be suspended, including suspension of your reservation or exchange privileges, 3) you could lose your right to vote in matters requiring the approval of the owners, or 4) all the above.

NO SMOKING POLICY

Hawaii Act 295, the Smoke Free Hawaii Law became effective November 16, 2006. Smoking is prohibited in all Maui Schooner Resort units, including the lanai areas as well as the pool area.

The Hawaii Department of Health is tasked with enforcement of the law, but police may be called to issue a citation. Fines can be levied against individuals (up to \$50) and establishments (up to \$500) per violation.

THANK YOU

The board of directors and management cannot do the job alone. We appreciate your efforts to protect and preserve your investment at Maui Schooner Resort by always being mindful of the effect of your actions on the property and the guests. We look forward to your continued cooperation with these rules during many years of vacationing in paradise.

Your Board of Directors

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