

SHORT-TERM RENTAL AGREEMENT
Heritage Hawaiian Properties, LLC
Makena Surf C-107

This Short-Term Rental Agreement (the “*Agreement*”) is made by and between Heritage Hawaiian Properties, LLC (“*Landlord*”) and _____ (“*Guest*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Guest Age: The Guest represents and promises that he/she is 30 years of age or older. Guests are both permitted and welcome to bring additional guests of every age onto the Property (“*additional guests*” or “*additional persons*”).

2. Property: Makena Surf C-107 (“*Property*”) is located at:

Makena Surf Resort
4850 Makena Alanui
Wailea, HI 96753

The Property is furnished and includes towels, linens, cooking ware, eating utensils and dishes, and other items commonly used in a household. “*Property*” for purposes of this Agreement and the Rental Rules, includes but is not limited to the condominium, furniture and household items, lanais, and all associated real estate, improvements and personal property owned or controlled by Landlord.

The Property is located in Makena Surf Resort (“*Resort*”), a property owned by its individual apartment owners and managed by the Makena Surf Association of Apartment Owners (“*AOAO*”) and its board of directors. The Guests and additional guests are allowed to use the common areas of the Resort, including but not limited to parking areas, sidewalks, lawns, pools, tennis courts, beach access areas, BBQ areas, etc.

3. Maximum Occupancy: The maximum number of Guests and additional guests is limited to 6 persons. For the purpose of maximum occupancy, those under 2 years of age shall not be counted.

4. Term of Stay: The stay begins at 5:00 p.m. on _____ (the “*Check-in Date*”) and ends at 10:00 a.m. on _____ (the “*Checkout Date*”).

5. Minimum Stay: This Property requires a five (5) night minimum stay. If the Property is rented for fewer than five (5) nights, the Guest will be charged the rate for five (5) nights. The Property may not be rented for more than 30 consecutive nights.

6. Waiver/Indemnity: The Guest hereby waives any and all claims against Landlord and its employees, members, managers and agents, pertaining to personal injury or property damage or loss of any kind in relation to Guest's and each additional guest's use of the Property. The Guest further indemnifies, agrees to defend, and holds harmless the Landlord and its employees, members, managers and agents from and against any and all demands, claims of personal injury or property damage or loss of any kind arising from or relating to any use of the Property, including, without limitation, claims made or caused by Guest's additional guests, regardless of the nature or proximate cause of the accident, injury or loss, including but not limited to costs and attorney's fees, unless due to Landlord's gross negligence. Guest expressly recognizes that any insurance for property damage or loss which the Landlord may maintain on the Property does not cover the personal property of Guest, and that Guest and all additional guests should purchase their own insurance for themselves if such coverage is desired.
7. Financial Responsibility: Guest shall be financially responsible to Landlord for all obligations herein and/or damages for breach of any such obligations, and shall indemnify and hold Landlord harmless, including but not limited to costs and attorney's fees, for the actions and conduct of all Guests and additional persons allowed onto the Property, including but not limited to injuries or damages to persons or property of any kind and nature.
8. Rental Rules and Makena Surf House Rules: Guest agrees to strictly abide by the **Rental Rules** attached hereto and incorporated herein as **Exhibit A**, and the **Makena Surf House Rules**, the condensed version of which is attached hereto and incorporated herein as **Exhibit B** ("Makena Surf House Rules"), at all times while at the Property and shall cause all additional guests and other persons permitted on the Property to strictly abide by said rules at all times while at the Property. The Makena Surf House Rules are subject to revision by the AOA and its board of directors from time to time without notice. In the event AOA revises, supplements, or otherwise amends the Makena Surf House Rules, any and all such revisions, supplements, or amendments shall be automatically incorporated into this Agreement, and Guest and all additional persons shall comply therewith.
9. Inspection and Fee and/or Termination for Non-compliance: The Landlord and its agents, including but not limited to its property manager and local representative of Makena Surf C-107, shall have the right to access and inspect the Property without prior notice at any reasonable time to enforce the terms of this Agreement. Should the Guest or any additional person violate any of the terms of this Agreement, the Landlord may assess a reasonable fee for the violation up to the total amount of the refundable deposit, which may be charged separately or withheld from the refundable deposit in the sole discretion of Landlord or its agent, and/or the rental period may, in the sole discretion of Landlord or its agent, be terminated immediately in which event Guest forfeits all rental fees and deposits made without proration or refund of any kind. The Guest and all additional persons waive any and all claims of any nature

whatsoever if they fail to vacate the Property upon termination of the rental period pursuant to this Paragraph 9.

10. Early Check-In; Late Checkout; Terms of Agreement Apply to Early Check-In and Late Check-Out Periods; Failure to Leave by Checkout Date and Time: The Landlord has no obligation to permit early Check-in or a late Checkout. To the extent Landlord permits an early Check-in, or a late Checkout, either verbally or in writing, or if Guest and/or additional persons check in early or are late checking out for any reason without Landlord's permission, Guest and all additional persons shall be subject to all the terms and conditions of this Agreement during such time, including but not limited to all financial and indemnification responsibilities. The failure of Guest and all additional persons to leave the Property by the Checkout Date and Time shall result in a charge for an additional night's stay, and said charge may be satisfied in full or in part, in the Landlord's sole discretion, from the Guest's refundable deposit. In such event Landlord shall be entitled to charge rent at the holdover rate of twice the daily rental amount, in addition to any other damages and/or costs incurred by Landlord.

11. Rental Rate and Fees:

- a. Due at booking: 20% of your total amount is due at booking.
- b. Deposit: A refundable deposit of \$500.00 is due at booking.

The refundable deposit is for security and shall be refunded within 14 days of the Checkout Date to the extent no deductions are made following Landlord's inspection. At the sole discretion of Landlord, Landlord may deduct the following from the deposit:

- i. **damage to the Property or furnishings;**
- ii. **missing furniture or other articles of personal property or fixtures;**
- iii. **dirt or other mess requiring excessive cleaning;**
- iv. **failure to leave by the Checkout Date and Time;**
- v. **fees assessed due to non-compliance (up to the total amount of the refundable deposit);**
- vi. **termination of the rental period for non-compliance; and**
- vii. **any other cost incurred by Landlord due to Guest's stay.**

Landlord will notify Guest of the amount and reason(s) for any deductions. To the extent that the deposit is not sufficient to reimburse Landlord for the full amount due for the foregoing items i. through vii., Guest shall pay Landlord the additional amount within 24 hours of Landlord's notice. Guest authorizes Landlord to charge any excess amount to Guest's credit card although Landlord may pursue all lawful payment methods in Landlord's sole discretion.

If the Property appears dirty or damaged upon Check-in, Guest shall inform Landlord immediately.

c. Rental Rate: Payment in full of the following rental rates, taxes and fees shall be due no later than 60 days prior to the Check-in Date:

| | |
|--|-----------------|
| \$ _____ per night x _____ nights (5 nights minimum) = | \$ _____ |
| Cleaning fee | \$450.00 |
| Subtotal | \$ _____ |
| Hawaii General Excise Tax (4.712%)* | \$ _____ |
| State of Hawaii Transient Accommodation Tax (10.25%)* | \$ _____ |
| Maui County Transient Accommodation Tax (3.00%)* | \$ _____ |
| Refundable deposit | \$500.00 |
| TOTAL Due Landlord | \$ _____ |

***Taxes are subject to change at any time without prior notice to Guest. Notwithstanding any other term of this Agreement, the tax rates that are in effect at the time of billing shall be the tax rates that are charged to Guest. In the event tax rates increase between the date of the reservation and the date of billing, Guest shall pay the additional amount of the taxes and the total due shall be increased accordingly.**

****Please note that this Agreement does not include any travelers' fees charged by a third party, such as VRBO, HomeAway or Airbnb. Thank you!****

*The second bedroom can be set up with 1 king bed or 2 extra-long twin beds.
How do you want it set up? _____*

12. Cancellation Policy: If Guest wishes to cancel his/her reservation, the Rental Rate will be refunded as follows:

- 100% of the Rental Rate will be refunded if cancelled at least 60 days prior to the Check-in Date.
- Only the cleaning fee and refundable deposit will be refunded if cancelled less than 60 days prior to the Check-in Date.
- Once Check-in occurs there will be no refund of any rental fees, cleaning fees or taxes paid for any reason.

Should Guest cancel the reservation less than 60 days prior to the Check-in Date, and Landlord subsequently rents the Property to another party for any part of the original rental period of the Guest, Landlord will refund any rent received from the other party for any days rented of the original rental period of the Guest, up to the rental rate agreed to by the Guest, less any refunds already made, including pre-paid rental fees and taxes,. The cancellation policy herein shall be strictly applied regardless of the reason for the cancellation.

13. Travel Insurance Recommended; No Refunds; Guest Bears Risk of Loss: Landlord encourages each Guest and additional persons to purchase their own travel insurance policy with coverages acceptable to Guest and additional persons to protect against any desired risks and losses associated with their travel and stay at the Property. **Guest acknowledges and agrees that except to the extent expressly stated in Paragraph 12, there shall be no refunds of rent or other compensation of any kind for any cancellations, shortened stays, or ruined expectations caused by or associated with the loss of utilities, including but not limited to power outages, lack of domestic water, natural gas, sewer, internet, or television streaming services; weather events of any kind, Acts of God, or other “force majeure” events; family or work emergencies, or other important commitments; death, disease, or sickness; government orders, travel bans, etc. (See also Paragraph 17.) Guest shall exclusively bear all risk of loss caused by or associated with any of the aforementioned events or other circumstances impacting Guest’s stay at the Property, and Guest hereby releases Landlord from all claims, losses, damages, and costs relating to such matters, including but not limited to claims for the refund of any rent. Guest shall exclusively pursue a rent refund, losses, and any other costs from Guest’s travel insurance coverage obtained by Guest.**

Guest further waives any and all damages relating to lost, stolen or damaged personal property brought by Guest or additional persons onto the Property regardless of the cause or extent of the loss, theft, or damage. Landlord shall not be responsible to store or safeguard any item of personal property brought onto the Property by Guest or additional persons. Guest and additional persons are urged to exercise good caution and judgment when bringing items of significant value onto the Property and are advised all such items are voluntarily brought at their own risk.

14. Keyless Entry System: Guest’s personal access code shall only be enabled for the timeframe of the stay as prescribed in this Agreement. Guest understands that the door will be locked, and the access code disabled at the time this Agreement ends and Landlord is not required to allow Guest or additional persons access into the condo once the code is disabled.
15. Entrance Areas of Property under Video Surveillance: The following areas of the Property are not private and may be under 24-hour video surveillance for the sole and exclusive benefit of the Landlord: the main entrance to the unit and all outdoor lanais. Guest agrees the entrance areas and lanais are not private and acknowledges that Landlord and its agents and employees may monitor the video surveillance at any time for any reason, including but not limited to Guest’s and additional persons’ compliance with the terms of this Agreement. Tampering in any way with this video surveillance system, including but not limited to intentionally obscuring the vision of any cameras, is considered a violation of house rules. Guest shall advise all additional persons regarding the video surveillance.
16. Payment: Acceptable payment methods are PayPal or credit card. An invoice will be sent via Paypal.com that can be paid using a PayPal account, or a credit/debit card of

choice. Guest is not required to have a PayPal account to make a payment. If booking through Vrbo.com or Airbnb.com, Guest will make credit card payments directly through the applicable site.

17. Miscellaneous:

- a. *Utilities:* The Property occasionally experiences power outages that are beyond Landlord's control. Landlord will report outages upon learning of same. No refunds or compensation will be given for any power outages.
- b. *Television:* The television streaming service level has been chosen by the Landlord. No refund of rents shall be given for outages, content, lack of content, or personal preferences with respect to the streaming service.
- c. *Internet:* High speed wireless internet is provided as a convenience only and is not integral to the Agreement. No refund of rents shall be given for outages, content, lack of content, speed, access problems, lack of knowledge of use, or personal preferences with respect to internet service.
- d. *Short Term Occupancy Only:* Guest expressly acknowledges and agrees that this Agreement is solely for temporary short-term occupancy of the Property pursuant to the strict terms of this Agreement, and that Guest does not intend, and has no right, to make the Property a residence or household.
- e. *No Subletting or Assignment of Agreement:* Guest shall not sublet the Property or assign Guest's rights under the Agreement.

18. Attorney Fees: In the event Landlord hires an attorney to defend or prosecute its rights hereunder, recover damages or any amounts owing under this Agreement, Guest shall reimburse Landlord all reasonable costs and attorney's fees, whether or not incurred in formal litigation, and regardless of whether incurred in the trial court or any appellate forum.

19. Choice of Law/Forum. This Agreement shall be construed under the laws of the State of Hawaii. Any suit brought to enforce this Agreement shall be filed in the County of Maui, State of Hawaii.

20. Counterparts: This Agreement may be signed in counterparts and shall be binding upon execution by all parties. Electronically-produced signatures, scanned signatures and facsimile signatures shall constitute original signatures for all purposes under this Agreement.

By my signature below, I hereby give permission to charge my credit card for the amounts above. I agree that all amounts paid are non-refundable except to the extent expressly provided for in this Agreement. I have read my rights to purchase travel

insurance, and fully release and hold Landlord harmless from any loss occurring to any personal property.

The parties agree to the terms of this Short-Term Rental Agreement, as evidenced by the signatures set forth below.

Landlord:

Guest:

Sign _____

Sign _____

Name (print)_____

Name (print): _____

Date: _____

Date: _____

Phone # (during stay):(360) 984-8252

Phone # (during stay): _____

Address: 2910 East 57th Ave.

Address: _____

Suite 5 PMB 224

Spokane, WA 99223

Email address: _____

Exhibit A
Makena Surf C-107
Rental Rules

Makena Surf C-107 Rental Rules shall apply to every Guest and all additional persons present on the Property (hereafter collectively "Guests"). Should the Guest or any additional person violate any of these Rental Rules, the Landlord may assess a reasonable non-compliance fee for the violation up to the total amount of the refundable deposit, in which event such fee may be separately charged by Landlord or withheld from the refundable deposit, in Landlord's sole discretion, and/or the rental period may, in the sole discretion of Landlord or its agent, be terminated immediately in which event Guest forfeits all rental fees and refundable deposits made without proration or refund of any kind. Guests shall comply with each of the following:

1. Guests shall maintain the Property in a good, clean, and ready to rent condition, and use the Property only in a careful and lawful manner. Guests shall leave the Property in a ready to rent condition at the expiration of the Agreement, defined by the Landlord as being immediately habitable by the next Guests. Guests shall pay for maintenance and repairs should the Property be left in a lesser condition. Guests agree the Landlord shall deduct costs of said services from the deposit prior to refund if Guests cause damage to the Property or its furnishings. Guests also agree that if he/she/they fail to leave the Property in a good, clean and ready to rent condition, the Landlord shall deduct costs of additional required cleaning from the deposit prior to refund.
2. Guests shall behave in a civilized manner and shall be good neighbors respecting the rights of the surrounding property owners. Guests shall not create noise or disturbances likely to disturb or annoy the surrounding property owners. Creating a disturbance of the above nature shall be grounds for immediate termination of this Agreement and Guests shall then immediately vacate the Property.
3. Guests shall not park for any reason or for any length of time anywhere on the Property or street besides where marked and communicated in our Welcome Packet which will be sent via email prior to stay.
4. There is a long-distance block on the telephone - a calling card is needed for long distance toll calls. Emergency medical and police service can be called by dialing 911.
5. Guests shall dispose of all waste material generated during the rental period in a lawful manner. Garbage and recycle can be taken to the main dumpsters by the parking lot. Food must be securely tied in a bag before placing in dumpsters.
6. No animals or pets of any kind will be brought onto any portion of the Property for any reason, including but not limited to the condo and grounds. Provided, however, Landlord will make reasonable accommodations for a trained service animal assisting

a person with a disability to the extent required by applicable laws and regulations. Guests shall be fully liable for any damages caused by a service animal.

7. Smoking of any kind is prohibited both inside and outside the Property, regardless of the substance smoked. Please see paragraph a. in the Smoking section of the Makena Surf House Rules which prohibits smoking throughout the Resort except in specifically designated smoking areas.
8. Guests shall not conduct any commercial activity on the Property.
9. Guests shall not bring or leave any hazardous substances onto the Property.
10. Landlord shall provide towels, linens, cups, knives, forks, spoons, dishes, and other items as commonly used in a household. No reimbursement will be made for unused consumables left at the Property. If consumables exist at the Property when the Guests arrive, Guests are free to use them at Guests' own caution and risk. Landlord does not guarantee the freshness or safety of any consumables provided by Landlord or left by prior Guests.
11. Only legally owned and permitted firearms shall be allowed on the Property according to State and local laws. All firearms shall be stored and handled with utmost care and Guests assume all liability for personal injuries, death and property damage related to their storage and use. Landlord shall bear no liability for Guests' or third parties' use of firearms on or about the Property.
12. Guests agree that Fireworks and other hazardous materials shall not be used in or around the Property.
13. Guests shall use the Property for legal purposes only and other uses, including but not limited to: illegal drug use, abuse of any person, harboring fugitives, etc. shall cause termination of this Agreement with no refund of rents or deposits. Drunkenness and/or disorderly conduct of any kind on the Property are prohibited and shall likewise cause termination of this Agreement.
14. Guests are advised that the Property contains one or more propane BBQ grills. Guests agree to seek help from Landlord if the proper operation of such items is not fully understood. Guests shall immediately advise Landlord of operational or safety concerns related to propane appliances.
15. The Property has a fire extinguisher installed outside the front door, in the coat closet at the front entry, and in the cupboard under the sink. The fire extinguishers were all fully charged at last inspection. It is the duty of all Guests to inform Landlord immediately should the fire extinguisher become less than fully charged. Guests agree to use the fire extinguisher only for true fire related emergencies.

16. The Property has fire alarms installed and they are believed to function properly at the time of rental. Guests will notify Landlord without delay if a fire alarm “chirps” or has a low battery condition.
17. Guests shall secure the Property for protection of their own and Landlord’s belongings while renting the Property by locking doors, windows, etc. when it is prudent to do so, especially when the Property is unoccupied. The property is equipped with safes in both bathrooms for safe storage of valuables while the Guests are away.
18. Valuable items left behind by Guests will be held for Guests and reasonable effort will be made to contact Guests for return. If items are not claimed for longer than 1 month they shall become the Property of the Landlord. The Landlord shall not be held liable for condition of said items.
19. Guests agree that air conditioning shall not be set below 72 degrees and that the fan setting shall be “Auto”. Doors and windows shall be closed when either heat or air conditioning is in operation.
20. Guests shall not take any action to cover or otherwise damage or effect any video surveillance cameras located on the Property. Guests acknowledge that there may be surveillance videos monitoring the Property’s main entrance and all outdoor lanais 24 hours a day. All surveillance is for the sole and exclusive benefit of the Landlord. Guests acknowledge and agree these areas are not private, and Guests will not take any action in these areas in which Guests would have a reasonable desire or expectation of privacy. Guest acknowledges Landlord and its agents and employees may monitor any such video surveillance at any time for any reason, including but not limited to Guests’ compliance with the terms of the Agreement.

Exhibit B Makena Surf House Rules



GENERAL INFORMATION AND CONDENSED HOUSE RULES

Aloha Makena Surf Residents & Guests,

In order to provide our Occupants, Renters and Guests greater service and ease of contact with our personnel, the following information is provided for your use.

The Homeowners Association Office is open 8:00 A.M to 5:00 P.M., Monday through Friday. An answering machine is provided for weekend and after-hours messages. Security who works from 5:00 P.M. to 7:30 A.M. is available after hours. **Should you need help, contact your Rental Agent First.** The Makena Surf Office is part of the Homeowners Association and does not oversee rentals.

The following emergency numbers are provided for your use:

| | |
|------------------------|---------------------|
| Security | 808-283-2862 |
| Makena Surf AOA Office | 808-874-0616 |
| Maui Police & Fire | 911 |

SECURITY GATE INSTRUCTIONS

If a guest or delivery arrives, they can call your unit from the gate by scrolling down through the directory and pushing call. When you answer and verify who is at the gate, with the phone still in your hand, press 0. This will open the gates and disconnect you at the same time. If you hang up first and press 0, the gate will not open.

ACTIVITIES

Tennis and Pickleball rackets and balls are available in the office to check out. A basketball hoop is located in the South Tennis courts. Basketballs can also be checked out at the office. The office does not provide paddleboards or bicycles for rent, though you can find brochures near the office for third parties that rent these items and deliver them to your unit.

OCCUPANCY

- a. When a Guest is visiting an Occupant, prior notice shall be given to the AOA office or if after hours, to security. The notice should include name of Guest, Occupant, Unit and time of visit.
- b. Quiet shall generally prevail between the hours of 10:00 PM to 8:00 AM. (Note exceptions: tennis court play and pool maintenance are allowed to begin at 7:00 AM).
- c. No Occupants or Guests shall make or permit any disturbing noises or anything that interferes with the rights, comforts, or convenience of other Occupants at any time. Occupants shall be mindful of their music volume in their unit, on their lanai, and around the Common Elements. Earphones must be worn if loud music is preferred.
- d. Garbage, rubbish and other trash shall be disposed of in receptacles and areas designated for that purpose (contractor dumpsters are not for Owner or renter use). Garbage containing food matter shall be securely wrapped in secure bags prior to being placed in receptacles or collection areas.
- e. Every Occupant shall at all times keep their Unit in a clean and sanitary condition and observe and conform to all laws, ordinances, rules, and regulations applicable to the use of the property, now or hereafter, made by any governmental authority or the Association.

- f. No petitions, opinion surveys, or soliciting of goods, services, or religious activities shall be permitted within any Common Elements, except as otherwise permitted by law for proxy solicitations or distribution of materials relating to Association matters. Advertisements, bills, posters, or other signs may not be posted anywhere on the property unless approved by the General Manager.
- g. No pets shall be allowed or kept in any part of the property. Exceptions for Assistance Animals can be found in the full House Rules, available from your managing agent.
- h. No gunpowder, fireworks, or other explosives shall be permitted at any time in any Common Element. When stored in the units, such items shall be kept secure, preventing theft and accidental discharge.
- i. The Association and the General Manager are not responsible for personal property or deliveries left on landings, stairways, in the parking areas, lobby, reception area, at the doors of Units, or on any other Common Elements. Personal items shall not be left in the custody of employees for safekeeping. The Association is not responsible for any loss or damage to personal property stored within the property.
- j. Hawaii has strict firearms provisions that must be followed. Public display of firearms within the property is prohibited.

COMMON AREAS

- a. No person shall place, store, or maintain on the walkways, grounds, or other Common Elements, any object of any kind or otherwise obstruct transit through any element, or leave any personal belongings on any of the Common Elements, including entryways.
- b. Any sports or activities that may cause damage to the Common Elements or create a nuisance are prohibited. Roller skates, skateboards, scooters, and bicycles may not be ridden but may be walked on the Common Element.
- c. No Owner or Occupant shall remove any furniture, furnishings, or equipment from the Common Elements. Any person who willfully or negligently defaces, litters on, damages, or destroys any portion of the Common Elements or any other property or equipment belonging to or under the control of the Association, shall be liable for the full cost to repair, clean, and/or replace such portion, property, or equipment.
- d. Abusive and/or harassing language, obscenity, swearing, abusive drunkenness, threatening behavior, and other behaviors that create an unreasonable disturbance to other Occupants are forbidden.
- e. Operation of drones, model airplanes, unmanned aerial vehicles, or any remotely controlled flying devices from, on, or in the Common Elements is prohibited, except as otherwise first approved in writing by the Board.
- f. The grass areas on the Makai side of the buildings are Common Elements and are designed for all to enjoy, however, we request that Occupants and Guests use the walkways when moving between the amenities, beach and parking lots to reduce wear and tear on our beautiful lawns.
- g. Owners, Renters, Guests, and staff shall not feed the birds.
- h. Guest access to Common Elements:
 - Occupants of each unit and their Guests have access to all Common Elements.
 - When Occupants are not in-residence, they may not give Guests access to the Common Elements.

- i. Non-exclusive use of the Common Elements by groups, regardless of the number of units the members of such groups occupy:
- Occupants in residence hosting small groups (under eleven (11) persons) are allowed non-exclusive use of the Common Elements as a group without notice, subject to availability.
 - Occupants in residence hosting medium groups (eleven (11) to twenty (20) persons) are allowed non-exclusive use of the Common Elements as a group and are required to give notice to the General Manager of the plan for this gathering at least one (1) day in advance.
- j. At no time may the use of the Common Elements be exclusive (i.e. prohibit the use of the impacted Common Elements by other Occupants) or impinge on such use by Occupants or their Guests (exceptions are the Courts when properly reserved). No signs shall be posted indicating exclusive use of the Common Elements by a group of any size.

LANAI AREAS

- a. No garments, rugs, towels, or other objects shall be hung from windows or Lanai railings. No additional structures (for example, cabinets, unusually large furniture, or other visually non-conforming objects) are permitted on lanais and/or entryways.
- b. Clotheslines and other objects used for similar purposes shall not be hung in any outside area. Dust, rubbish, or litter shall not be swept from any Lanai into the Common Elements. No rugs or other objects shall be dusted or shaken from the lanais onto the Common Elements.
- c. Extreme caution should be taken when cleaning upper floor lanais. Upper floor lanais should be swept or mopped instead of hosed whenever possible. If water is used to clean the lanai, the overflow drain must be plugged to prevent water from dumping to the unit below.
- d. An effort should be made to minimize smoke, fumes, or other emissions that may intrude on other units or the common area.
- e. Patio umbrellas are permitted and must be properly anchored, and their size must not exceed the dimensions of the lanai. Patio umbrella fabric must have neutral colors.

SWIMMING POOLS AND SPAS

- a. Pools are available for use, without charge, to Occupants, Renters and their Guests. Occupants must accompany their Guests to the Pools and Spas.
- b. POOL & SPA HOURS: 8:00 AM to 10:00 PM
- c. Sunblock creams and ointments are allowed in pools or spas, but other oils and ointments, and small objects such as hairpins are prohibited. Showers must be used prior to entering pools and spas. Please cover pool furniture with towels when using suntan lotions, oils or ointments.
- d. Use of glass or other breakable items shall be confined to the cabana area.
- e. No large rafts, large toys, balls, surf boards, inner tubes, air mattresses, frisbees, or other unauthorized items are permitted in the pool. "Large" is defined as larger than a kickboard or a small float/inner tube. Swim fins, goggles and, kick boards used for lap swimming, and water aerobics gear are permitted. No extraneous items (toys, flotation devices, goggles, swim fins, masks, etc.) may enter the spa.
- f. The pool areas are for the enjoyment of all Occupants and Guests. A natural conflict exists between people wishing to play and those who wish to read and enjoy a quiet surrounding. Everyone is encouraged to be thoughtful, cooperative, good-humored, and tolerant of the needs and wishes of others.

- While fun in the pools is to be encouraged, excessive noise is not allowed. Playing "Marco Polo" and similar loud games, and persistent screaming are prohibited.
 - No "Horse Play" or running, boisterous or rough play, or excessive noise is allowed on the pool deck, in the pools, or in the surrounding area.
 - Music and other loud sounds at pool side are permitted only if used with earphones.
 - Diving into the pools, cannon balls, and splashing in the pool are prohibited.
 - The General Manager and security staff are expressly empowered to use their judgment in individual situations in issuing instructions on behavior, and in requiring someone to leave the pool area.
- g. Swimming is not allowed in anything other than proper swimming apparel.
- h. Any person with an infectious or communicable disease shall be excluded from the Swimming Pool and Spa. Persons having any open blisters, cuts, etc. shall be warned that these are likely to become infected and advised not to use the Swimming Pool or Spa. Spitting, spouting of water, blowing the nose in the swimming pools and spas is prohibited.
- i. Occupants use the swimming pools and spas at their own risk. **A lifeguard is not provided at the Swimming Pool or Spa by the Association.** Neither the Association, the Board, nor Management shall be responsible or liable for any injuries that may occur in connection with any use of the Swimming Pool or Spa.
- j. Incompetent swimmers of all ages shall be accompanied by a competent swimmer who can ensure their safety while in or near the Swimming Pool or Spa.
- k. Any person who is incontinent must wear appropriate waterproof clothing to prevent leaks when in the Swimming Pool or Spa. The CDC recommends that children under the age of five (5) not enter the Spa.
- l. Persons with health problems especially those with heart or muscular diseases should not use the Spas unless allowed by physician.
- m. Use of the Swimming Pool and Spa under the influence of intoxicants such as alcohol, narcotics, drugs or medications is prohibited.
- n. The Swimming Pools and Spas may be closed during inclement weather, as determined by the General Manager.
- o. The Swimming Pools and Spas may not be used while they are being cleaned and serviced.

CABANA RULES

- a. Cabana hours are 8:00 AM to 10:00 PM
- b. The Cabana is available for shared use by Owners, Renters, and Guests.
- c. No breakable clear glass items, including drinking glasses, cups, bottles, dishes, bowls, and any other clear glass breakable items, shall be brought to the cabana or the pools.
- d. Clean up after using the Cabana; no items are to be left overnight in the cabana.
- e. Do not leave alcoholic beverages unattended.
- f. Use the cutting board and hot pads provided to protect the countertops.
- g. Use the sink strainer provided and dispose of food particles into the garbage can.
- h. Do not leave food unattended to prevent attracting birds and pests.

- i. Clean the counters, stovetop and sink after use.
- j. Turn stove and oven off; run dishwasher if needed.

TENNIS/PICKLEBALL COURTS (“Courts”)

- a. Courts are available for use, without charge, to Occupants and their Guests. Occupants must accompany their Guests on the Courts.
- b. Gate codes for entry to the Courts are updated periodically. The new codes will be provided whenever there is a change.
- c. Reservations may be made via the QR code available at the court entry gate up to two (2) days in advance for a period of no greater than ninety (90) minutes. However, this time can be extended if no other Owner or Occupant has signed up for the Court before the end of the reserved period. The person who makes a reservation must be on the Court within 5 minutes of the starting time of the reservation or it is subject to cancellation.
- d. The Courts are open for tennis from 7:00 A.M. to 9:30 P.M. and for pickleball from 8:00 A.M. to dusk.
- e. “Stacking” reservations, wherein each member of a playing group requests a back-to-back playing time, is prohibited.
- f. All players must wear appropriate attire including non-marking shoes. Shirts shall be worn at all times while on the Courts.
- g. In-residence Occupants may use the Pools, Courts and fitness center for private individual and small group tennis, swimming, and/or fitness instruction. Only an Occupant of a unit may receive paid instruction on the Courts or other Common Element. For Court instruction, reservations must be made by an Owner or Occupant, and not the instructor.

SMOKING

- a. Smoking (including vaping) is prohibited on the property. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated tobacco product or plant product intended for inhalation in any manner or in any form. Smoking also includes the use of a device that simulates the act of smoking and discharges smoke or vapor, including electronic smoking devices. “Electronic smoking device” shall mean any electronic product that can be used to aerosolize and deliver nicotine or other substances to the person inhaling from the device, including but not limited to an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, hookah pipe, or hookah pen, and any cartridge or other component of the device or related product. The only exception is the designated smoking area by the maintenance building, and in the north parking lot twenty (20) feet away from any building.
- b. Renters must inform Guests and renters that smoking is prohibited except in those designated smoking areas.

Full Version of the House Rules are available at the Front Office