

# Important Initiative by the Board of Directors at Ho'onanea

August 23, 2017

## “Keep Our Ho'onanea Community Beautiful”

The volunteers that make up the Board of Directors of Ho'onanea take pride in our community and we feel a strong fiduciary responsibility to work with our management company to ensure our property looks its best at all times and continues to appreciate in value. As you know, it is all residents' responsibility to be aware of our community rules and to adhere to them. Please see below some common areas of concern. Thank you for your support!

**PART ONE** includes the beautification of our front door and the common area near them. Although the rules state that no personal property is allowed near the front door areas, over the last few years, there has been an accumulation of things in this area. These items should be removed (even though some of them may have been there for years). This includes the removal of ALL personal items near all front doors and adjoining walkways, as well as any personal items on windowsills that can be seen from public areas. The ONLY items allowed will be door mats.

1. **Front Doors & Adjoining Walkways** - Example of Personal Items to be Removed:

Shoes of any kind	Shoe Racks	Plants
Chairs or Benches	Planters or Pots	Bicycles
Toys	Coolers	Tools
Storage Containers	Pet Supplies	

2. **Window Sills (Garages/Bathrooms)** - Example of Personal Items to be Removed:

Bottles/Cans	Plastic Containers	Trash
Shampoo Bottles	Hairspray Cans	

**PART TWO** includes the beautification or tidying-up of Private Courtyards/Backyards and Lanais, including removal of items not permitted. There will be future Board approved projects to assist with the appearance of the lanais, including painting.

**PART THREE** includes the tidiness of the trash bin areas. Please DO NOT place anything OUTSIDE of the trash bins. It is the responsibility of every resident to properly dispose of large items or items that are inappropriate for our bins. Our community does not allow for a “leave it by the bin and maybe someone will take it” provision. Please take these items to an appropriate dump site.

For items that may be recycled, on the 3rd Saturday of each month from 9am-12pm, you may consider taking them to the Cannery Mall across the street where the Rotary Club of Lahaina Sunset facilitates the free disposal of many recyclable items such as cardboard, bottles, scrap metal, audio/video equipment, bicycles, computers, TV's, newspapers, and much more. See below:

## Go Green ~ Help Keep Our Aina Clean!

Recycle every 3<sup>rd</sup> Saturday

Lahaina Cannery Mall Parking Lot

Recyclables accepted at no charge, no fees will be paid for items

**New Hours!**  
9:00 am ~  
12:00 noon

Appliances

Batteries (*automobile*)

Bicycles

Cameras

Cardboard

CDs/DVDs

Cell Phones

Computers

Gaming Consoles

HI-5 Cans, Bottles

Lawn Mowers

Microwaves

Newspapers

Plastics 1 & 2

Printers

Scrap Metal

Telephone Books

Televisions

Tires (*\$5 fee per tire*)

Video Cameras

*Residents Only. No Commercial.*



**GO GREEN  
KEEP THE  
ISLAND CLEAN**



*~Sponsored by ~*



**MĀLAMA MAUI NUI**



### Upcoming Recycling Dates

Oct. 15	Mar. 18
Nov. 19	Apr. 15
Dec. 17	May. 20
Jan. 21	Jun. 17

Feb. 18

For questions, contact [malamamauinui.org](http://malamamauinui.org) or call 877-2524 or 669-5200

The “Keep Our Ho’onanea Community Beautiful” initiative is based on our Community Rules and the success of the initiative is dependent upon our adherence to these rules. This will be an ongoing effort that will be monitored by our management company and our residents. If you would like to report any violations, please notify our Site Manager immediately by email with photos and a detailed description of the violation. His email address is [sitemanager.hoonanea@gmail.com](mailto:sitemanager.hoonanea@gmail.com)

**This is an Official Notice that all Community Rules Violations must be remedied within 30 Days. A letter of violation, per the Community Rules, will be sent to those that do not comply.**

For any questions, please contact Jesse Nealon, Site Manager, at 520-977-7361

## **HO'ONANEA AT LAHAINA**

### **AMENDED AND RESTATED COMMUNITY RULES**

This Ho'onanea at Lahaina Amended and Restated Community Rules amends and restates those certain Ho'onanea at Lahaina Community Rules dated February 16, 2007 ("Community Rules"), made by D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division (the "Developer") and **amended by the Ho'onanea Board of Directors (the "Board") on Thursday, February 18<sup>th</sup>, 2016.**

#### **RECITALS**

Pursuant to the Bylaws, Section L of the Community Rules, and rights reserved under the Declaration, BOARD wishes to amend and restate the Community Rules, as more particularly set forth below.

#### **A. PURPOSE OF THESE COMMUNITY RULES**

The purpose of these Community Rules is to help protect all Owners and Occupants of Ho'onanea at Lahaina residence community (the "Community") from annoyance and nuisance caused by improper use of the Homes and also to help protect the reputation and desirability of the Community and to provide for the maximum enjoyment of the Community. These Community Rules supplement, but do not change, the obligations of Owners and other persons using the Community as set forth in the Declaration and the Bylaws. In the event of any inconsistency between these Community Rules and the Declaration and the Bylaws, the Declaration and Bylaws will prevail, in that order. The Board has the authority to make such other rules or to amend these Community Rules from time to time as provided in the Bylaws. The full authority and responsibility for enforcing these Community Rules may be delegated to a Managing Agent or resident manager by the Board. All Owners, Occupants and their Guests shall be bound by these Community Rules and by standards of reasonable conduct whether covered by these Community Rules or not; provided, however, that neither the Board nor the Managing Agent shall be responsible for any noncompliance with or violation of these Community Rules by Owners, Occupants or their Guests.

#### **B. TERMINOLOGY**

1. Agent. Any real estate broker, corporation, firm or individual empowered to act on behalf of any Owner.
2. Association. The Association of Home Owners of Ho'onanea at Lahaina.
3. Board. The board of directors of the Association.
4. Building. Structures identified as building 1 through 5 on the Condominium Map.
5. Bylaws. The Bylaws of the Association, as amended from time to time.

6. Community. Ho'onanea at Lahaina residence community.
7. Condominium Map. Map illustrating site plan for Ho'onanea at Lahaina.
8. Declaration or Ho'onanea Declaration. The Declaration of Condominium Property Regime of Ho'onanea at Lahaina, as amended and restated from time to time.
9. Design Guidelines. The Design Guidelines set out in Section F.6 of these Community Rules.
10. Guest. A person who resides other than at the Community and visits the Community for a period of time at the invitation of an Occupant.
11. Home. A residence in the Community.
12. Managing Agent. The agent engaged by the Board for management and operation of the Community, pursuant to the Declaration and the Bylaws.
13. Occupant. A person who occupies a Home.
14. Owner. The owner or owners of record of a Home.
15. Community Rules. These Community Rules for Ho'onanea at Lahaina (including any amendment or restatement of the Community Rules).
16. All terms defined in the Declaration and in the Community Rules with initial capitalization shall have the same meaning as set forth in the Declaration.

### **C. OCCUPANCY OF HOMES**

1. Record of Occupants. Each Owner and Occupant shall file his or her name, address and phone number (**using the Resident Registration Application Form**) with the Board or the Managing Agent upon purchasing or taking occupancy of a Home (Penalty will be imposed if not received within 21 Days).
2. Number of Occupants. Occupancy shall be in accordance with any limitations imposed by State or municipal law or ordinances.
3. Absent Owner. An Owner shall be responsible for designating a local Agent to represent his or her interest if he or she will be absent from the Home for more than thirty (30) days. The Owner shall file with the Managing Agent his or her address and telephone number and the address and telephone number of the Agent. At his or her expense, the Owner shall have his or her Agent or some other designated person conduct periodic inspections of the closed Home, assuming responsibility for the contents of the Home.
4. Occupant. Owner shall be responsible for the conduct of his or her Occupants at all times and shall ensure that their behavior is neither offensive to any Occupant nor damaging to any portion of the Community. **Occupants are not permitted to loiter in the parking areas. Bicycles, skateboards and related vehicles shall not be**

**operated on walkways or sidewalks or within the parking areas except for egress and ingress.**

5. Guests. Owners and Occupants are responsible at all times for the conduct of their family members and Guests.

6. Nameplates. Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board.

7. Security. Owners, Occupants or Guests who entrust the key to a Home, vehicle or other item of personal property to an employee of the Board or of the Managing Agent, do so at the sole risk of such Owner or Occupant or Guest and neither the Board nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever.

8. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly emergencies such as flooding, fire, theft, etc., should also be brought to the attention of the Association Management or the On-Site Manager. **For updated Emergency Information, Association Management or On-Site Manager contacts, refer to Community Board.**

9. Electrical Equipment. All radio, television or other electrical equipment of any kind or nature installed or used in each Home shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Home. **Amplified Music/Noise is not permitted.**

10. Water Facilities. Toilets, sinks, and other water or sewer facilities in the Community shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Owners shall be financially responsible for any damage to the common plumbing that can be traced to the misuse of any toilets, sinks or other water facilities in the Owner's Home.

11. Prohibited Activities. No activity shall be engaged in and no substance introduced into or manufactured within a Home which might result in a criminal or civil violation of the law or which may overload or impair the structural integrity of a Building or result in the cancellation of the insurance or increase in the insurance rate on the Community.

#### **D. RENTALS/TEMPORARY OCCUPANCY**

1. Use By Lessees, Tenants and Guests. Owners who permit occupancy of their Homes by others shall convey a copy of these Community Rules to the Occupant. Each Owner shall be responsible for the actions or omissions of all Occupants of his or her Home and their Guests.

Within seven (7) days of occupancy, new Owner/Tenant must complete the **Resident Registration Application Form** and submit to either the Association Management or the On-Site Manager. A penalty will be imposed if not received within twenty-one (21) days.

Within three (3) business days of receipt of the completed **Resident Registration Application Form**, either the Association Management or the On-Site Manager will contact the new Owner/Tenant to confirm receipt and understanding of House Rules.

2. Conduct of Tenants and Guests. An Owner shall, upon the request of the Board, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of a Home by the Owner's family members, tenants or Guests contrary to the intent and spirit of these Community Rules. **If the Owner is unable to control the conduct of the family members, tenants or Guests, the Owner shall, upon request of the Board, remove such family members, tenants or Guests from the Community, without compensation for lost rentals or any other damage resulting from such removal.**

3. Appointment of Local Agent. Owners shall be responsible for designating a local Agent to represent the Owners' interests if their residence is outside the State of Hawaii. Such Owners shall file with the Board the name, address and telephone number of the Agent. Owner shall notify the Association Management of any contact changes and/or updates within seven (7) days.

4. Notice. The Board shall be notified by the Owner or his Agent of the name and duration of stay of any tenant or Guest.

5. Lease Agreements. **The County of Maui requires all leases to be a minimum of 180 days for this property. Lease Agreement must include a requirement of lease payment of at least 180 days in the event of any cancelation of the lease.**

6. Residential Purposes. The Homes shall at all times be occupied and used only for residential purposes in accordance with applicable laws, the Declaration and the Bylaws, and for no other purposes.

7. Restrictions. The Homes or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any timesharing purpose or under any timesharing plan, arrangement or program, including without limitation any so-called "vacation license," "travel club membership," or "time-interval ownership" arrangement **or partial nightly room rental.** The term "timesharing" as used in this Section shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a Home rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. This Section shall not apply to Declarant, who may by supplemental Declaration designate Units within the Community as Fractional Interest Homes, which Units may be used for the purposes specified in the Declaration.

8. **Limitation of Transfer of Short Term Ownership.** The Home Owners shall have the absolute right to sell, lease, rent or otherwise transfer their respective Homes subject to all provisions of the Act and the Community Documents. All Homes may not be leased or rented for an initial term of less than 180 days (or such longer period as may be required by ordinance of the County to avoid classification of the Home as a "transient vacation unit") and may not be rented in any manner by which the occupants of the Home are provided customary hotel or similar services, such as room service, maid service, laundry or linen service or bell service. Any lease or rental agreement of a Home shall be in writing and shall provide that it shall be subject in all respects to the provisions of the Community Documents and that the failure of the lessee or tenant to comply with the terms of the Community Documents shall be a default under the lease or rental agreement.

This Section shall not apply to Declarant, who may, by supplemental Declaration, designate Units within the Community as Fractional Interest Homes, which Units may be used for the purposes specified in this Declaration.

**E. COMMON ELEMENTS. LANAIS, PRIVATE YARD AREAS, RECREATION AREAS**

1. **Aesthetics.** No Owner or Occupant shall permit an unsightly and/or cluttered condition to be maintained in open view from such Owner's Home or the limited common elements appurtenant thereto or any adjoining Common Elements of the Community, and in particular, nothing shall be hung from windows and lanais. For the purpose of this provision, "unsightly and/or cluttered condition" includes, but is not limited to the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels, uncovered barbeques facilities (including damaged or tattered or discolored covers); ice chest/cooler, beach/pool recreational activity equipment, beach chairs; unshaded or improperly shaded lights that create objectionable glare; and weeds, untrimmed grass and other uncultivated plant life. No personal effects of any kind with the exception of one entry floor mat. No shades, awnings or window guards shall be used without the prior written approval of the Board.

2. **Lanais.** Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Garments, rugs, mops or other objects shall not be dusted or shaken from windows and lanais or cleaned by beating or sweeping on the lanais or any exterior part of the Buildings. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the lanais. No hanging screens, banners, or wind chimes and no other accoutrement (other than plants), which may be visible from any other Home, the Common Elements, or the Community are permitted on any portion of the lanais. The lanais may not be used for storage of recreational equipment of any kind or to use to dry any garments over rails and/or fences, i.e., towels. Any plants placed on lanais must be approved by the Board, must have sufficiently large receptacles to contain all drainage from such plants, and must not be allowed to collect condensates or moisture between the receptacles and the floor of the lanais.

3. Public Ways. The sidewalks, driveways, and passage ways of the Community must not be obstructed or used for purposes other than ingress and egress. Items of personal property shall not be left, parked or allowed to stand in any part of the common elements so as to interfere with ingress and egress. Items left in violation of this section will be removed at the Owner's risk and expense at the direction of the Board. Bicycles, skateboards and related vehicles shall not be operated on walkways or sidewalks or within the parking areas.

4. Bicycles and Recreational Equipment. Bicycles, skateboards, surfboards, windsurfers, paddleboards, kayaks, and recreational equipment of any and all kinds may not be kept or stored in the Home's Private Yard Area or lanai, or in any portion of a driveway or parking stall serving a Home, or in the Common Elements. Without limitation of the foregoing, all such items may not be left or allowed to stand on any part of the Community, Private Yard Area, or lanai. There is no public storage area within the Community for recreational equipment of any kind. All such recreational equipment described in this section must be stored within the Owner's Home or garage, if any, out of public sight.

5. Barbeques. No built-in barbeques are permitted in the Community. Free standing barbeques are permitted only in Private Yard Areas. Barbecues may not be used on lanais if the use violates the fire code. All barbecue facilities must be covered when not in use. Barbeque covers must be kept in good condition at all times. Damaged or tattered or discolored covers are not permitted and must be replaced by the Owner. At all times, the use of barbeques must comply with the applicable fire code. Barbecues and their use are not permitted on an upstairs or entry lanai of any Home. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in good appearance.

6. Lost Property. Neither the Board nor the Managing Agent or resident manager, if any, shall be responsible for packages or other deliveries or personal property left at doors of Homes or any other undesignated place on the Community, or left with any employee of the Association.

7. Soliciting. No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community unless approved by the Board, with the exception of the solicitation of proxies or distribution of materials relating to Association matters.

8. Signs. No Owner or Occupant may erect, affix or place any signs or other advertising materials in front of or on the Common Elements visible from any point outside of his or her Home, without the prior approval of the Board.

**The Association may hold up to four (4) AOA Approved "Garage Sale" events per year. For specific date, time, policies & procedures, refer to the Association Management.**

Should a Home be placed on the market for sale, Owner may have its agent place up to two (2) professionally made "Open House Signs" during a scheduled Open House.

Community Bulletin Board may be utilized for approved advertisement. Refer to Association Management for approval and additional information/instructions.



9. Recreation Areas. Owner and Occupants may use any recreational facilities of the Community that may be developed in the future, provided that each Owner and Occupant shall assume all risk of personal injury or property damage that may result from the use of the recreational facilities by themselves or their family members and Guests. A Guest of any Owner or Occupant may use such facilities only when accompanied by such Owner or Occupant.

The following rules are preliminarily adopted for the use of the recreational facilities and surrounding areas:

(a) Recreation Building.

(1) The hours of use of the recreation building are from 8:00 a.m. to 9:00 p.m. daily. The recreational building is to be used at your own risk. Subject to prior registration with the Managing Agent, any person having a reservation has priority to use the recreation building for the reserved period.

(2) No loud, or boisterous conduct is permitted.

(3) Amplified music is not allowed.

(4) No glassware or sharp objects are allowed in the recreational building and all trash must be disposed of properly.

(b) Community Barbeque Areas. The barbeque area is available for use between 8:00 a.m. and 9:00 p.m. and is available on a first come first serve basis provided any person or family's use shall be limited to three (3) consecutive hours per day.

10. Clotheslines. No clotheslines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements or lanais so as to be visible from other Homes or the common elements of the Community.

11. Removal of Items. Any item creating a nuisance or hazard within any Home or the limited common elements shall be removed promptly upon the request of the Board or the Managing Agent.

12. Protection of Common Elements. Furniture, furnishings and equipment, if any, of the common elements have been provided for the comfort and convenience of all residents and Guests and, shall not be altered, extended or removed or transferred to other areas without permission from the Board or the Managing Agent.

13. Fireworks. **There shall be no lighting and/or shooting of fireworks of any type at any time in, from or around the Community.** An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.

14. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. Boxes must be broken down. Only rubbish that fits inside the trash garbage bins are allowed. Large rubbish including items like beds and/or furniture, must not be left in the trash garbage area. It is the responsibility of the owner to dispose of these items. Association reserves the right to impose an immediate penalty to any violators.

15. Private Yard Area Landscaping. Owners or Occupants of Homes shall not plant or place any potted tree(s) or other vegetation on any part of the Private Yard Area with root systems or foliage growth patterns which can impair any portion of the common elements or utility services of the Community, and shall keep vegetation trimmed at all times so as not to interfere with the views of other Homes. Owners should consult with the Managing Agent or the Board prior to landscaping or engaging in related activities in the Private Yard Area.

## **F. MAINTENANCE, REPAIRS AND MODIFICATIONS**

### **1. Maintenance of Homes.**

(a) Every Owner shall at all times promptly perform all repair and maintenance work within his or her Home, the appurtenant Private Yard Area and related Private Yard Area fences and Party Walls, if applicable, for which the Owner is responsible pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Home, caused by his or her failure to do so.

(b) All repairs and maintenance of internal installations within each Home such as water, electric power, sewage, telephone, split air conditioning systems, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Home, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Home, shall be at the Owner's expense.

2. Painting. It is intended that the structures of the Community shall present a uniform appearance and to that end, the Board may require the painting of exterior walls of all or part of any structure or Home or fence or Party Wall and regulate the type and color of paint used. The Board is authorized to contract for said painting and to make payment therefor out of the maintenance fund, In the case of common elements or limited common elements, and, in the case of individual Homes, the Board shall individually charge such sums to the respective Owners.

3. Private Yard Area Maintenance. It is intended that the Homes and the Private Yard Areas present an attractive appearance and to that end, the Board may require the maintenance, repair and/or replacement of Private Yard Area landscaping and Private Yard Area fences, if a Private Yard Area as shown on the Condominium Map, where an Owner fails to comply with the Board's requirements. The Board is authorized to contract for such maintenance, repair and/or replacement of Private Yard Area landscaping and to make payment therefor out of the maintenance fund in the case of common elements and in the case of individual Homes, the Board shall individually charge such sums to the respective

Owners.

4. Structural Changes. No structural changes of any type shall be permitted to a Home except as permitted under the Declaration and the Bylaws. No additions or alterations to the original design of a Home, which are visible from the exterior of any Home, shall be permitted except as authorized pursuant to the Declaration and the Bylaws. The addition of split air conditioning system units is considered an alteration for the purposes of these Community Rules. No window type air conditioner units shall be permitted in the Community.

5. Antennas and Satellite Dishes

(a) Antennas. Antennas such as AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and digital audio radio service (OARS) signals are prohibited.

(b) Satellite Dishes. Satellite Dishes in excess of one (1) meter (39.37") are prohibited. Satellite dishes smaller than one (1) meter (39.37") may only be installed in areas under the exclusive use or control of the Owner. Satellite dishes are prohibited in the Common Elements of the Community, such as on lanai railings or exterior walls. Owners are responsible for determining whether the proposed location is a Common Element of the Community, and if in doubt, the Owner should consult the management company (generally, Common Elements include everything in the Community other than the space in an Owner's Home and the Private Yard). In the event an Owner installs a satellite dish or a component of the satellite dish, including without limitation the wiring, on, under, through or over a Common Element, such as a lanai railing, wall, exterior window frame or exterior door frame, the Association may remove such satellite dish or component at the Owner's expense. The costs of such removal shall be an assessment against the Owner's Home, and may be enforced pursuant to the terms of the Declaration.

Where possible, all components of the satellite system should be concealed from public view (for example, below the railing on the lanai), unless the installation in an area not visible to the public would cause an unreasonable increase in the expense of installation, maintenance or use of the system, or would prevent reception of acceptable signal quality, installation in a location in an area visible to the public may be appropriate. For example, placement of the satellite dish in the airspace above the lanai in a Home could be an appropriate location, provided, however that in no instance may an Owner place the satellite dish in such a manner that the satellite dish extends over the lanai railings or onto other Common Elements.

(c) Severability. In the event that any of these Community Rules regarding antennas and satellite dishes is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses, phrases or parts thereof shall be in no manner affected thereby but shall remain in full force and effect.

6. Design Guidelines.

The Board has the responsibility for preserving and maintaining architectural and landscaping standards with respect to improvements to Homes within the Community. The primary objective of the Board in meeting this responsibility is to ensure harmonious aesthetic relationships between individual Buildings and their sites and to ensure compatibility of each

Home and its improvements with the architectural and landscaping standards which prevail within the Community as a whole.

The Board will attempt to accommodate the desires of individual Owners; but given its primary responsibility of maintaining and preserving the architectural and landscaping standards developed under the protection of the Declaration and the Design Guidelines, the Board cannot - and will not - approve designs and materials that, in its opinion, will have an adverse effect upon the architectural and landscaping standards of the Community. If determined appropriate by the Board, the Board may establish a design review committee ("DRC") to enforce the Design Guidelines set out in these Community Rules. The DRC shall consist of no fewer than three but no more than five members and shall have exclusive jurisdiction (concurrent with the Board) over all construction on any portion of the Community and over all modifications, additions or alterations made to improvements on the Community.

6.1. Compliance and Approval. All improvements and modifications to Homes and Private Yard Areas must be approved in writing by the Association and must comply with all applicable statutes, ordinances, codes, rules and regulations. By listing the items in the Guidelines below does not indicate the likelihood of the Board's approval as all improvements shall be controlled by the specifications in the Declaration. For purposes of these Community Rules, "improvements and modifications" include all Buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings (including trees and shrubs), poles, driveways, pond, signs, changes in any exterior color or shape, excavation and all other site work including without limitation grading, utility improvements, removal of trees or plantings and so forth and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement does not include repair or replacement (with the same species) of turf, shrub or tree of a magnitude which does not change the exterior colors or exterior improvements. Improvement does include both original improvements and all later changes and improvements.

6.2. Guidelines.

(a) Landscaping.

Private Yard Areas, if any, are shown on the Condominium Map, shall be landscaped by the Owner within ninety (90) days after occupancy. Upon request by the Owner, the Board may authorize an extension to this landscaping time requirement when landscaping improvements require extensive grading or excavation work, the installation of retaining walls and/or fences, walkways, or patios which are visible from the street. Such extensions, however, shall not be granted for more than six months after the 90-day period. The Board may also extend the 90-day period if the Owner makes a substantial and significant effort to complete the landscaping in a timely manner. "Substantial and significant effort" will be determined by the good judgment of the Board.

Owners shall attractively landscape their Private Yard Areas, if any are shown on the Condominium Map, and any portion of a Home visible to a street or neighboring property shall be maintained in a good and clean condition. At a minimum, Owners' Home shall be properly graded, weeded (noxious weeds and vegetation removed) and planted with a suitable ground cover, plants and non-landscaping materials. Owners shall refer to The Recommended Plant List for plants suitable for the Community's climate and soil conditions,

which list is attached to these Community Rules as Attachment "1".

Owners must obtain Committee approval before planting vegetable gardens in yard areas or planting strips located along adjoining streets.

Owner shall comply with all rules adopted by the Board applying to all streets within the Community:

- (1) It shall be unlawful for any person to prune, or remove trees growing in the Planting Strip.
- (2) It shall be unlawful for any person to plant trees in the Planting Strip.
- (3) It shall be unlawful for any person to injure or destroy trees in the Planting Strip in any manner or by any means, including but not limited to:
  - (a) Constructing a concrete, asphalt, brick or gravel sidewalk or otherwise filling in the ground area around any tree so as to shut off the air or water from the roots.
  - (b) Piling building materials, equipment or other substance around any tree so as to cause injury.
  - (c) Pouring any deleterious or poisonous matter on or around any tree, or on the ground, sidewalk or lawn.
  - (d) Posting any sign, advertisement, or notice on any tree, tree stakes or guard or fastening any guy wire, cable, or rope to any tree, tree stake, or guard; provided, however, that under supervision of the Board, warning, traffic and official notices may be temporarily installed or placed on tree trunks.
  - (e) Damaging any tree stake, or guard with a vehicle or animal, or in any other manner causing injury to any tree.

(b) Additions and Enclosures.

In general, additions and enclosures shall have matching materials, details, colors, and be in appropriate scale to the existing dwelling. Further, the architectural theme and general quality of the existing dwelling shall be maintained. Variances will be considered only to the extent of their conformance to the Design Guidelines.

- i. All materials used for structures shall be termite and fungus free and shall not be used or secondhand. Materials shall not be garish by nature or as a result of their use with other materials. A mix of materials shall only be used if the materials in the proposed use will complement one another. Proposed materials, which are subsequently unavailable, shall not be substituted for materials that are unacceptable to the Board.

- ii. When constructing a new addition or enclosure, the Owner shall be required to carry the new paint to a natural breaking point in the building such as a corner or a change of materials, etc., in order to blend with the existing structure. The term "paint to match" when applied to solid walls or additions or enclosures for the purposes of the Design Guidelines is defined as matching the wall color of the primary dwelling. Matching an accent or tint color or using "complementary" colors does not satisfy the requirement to "paint to match". The Owner shall seek approval from the Board if the Owner wishes to use a color other than those colors that have been previously approved as primary wall colors for walls, additions, enclosures, etc.
- iii. Screen doors may be installed provided they are finished in such a way as to match the siding or trim and are kept in good repair. **To ensure uniformity, refer to the Association Management for Board-approved Screen Door Style and Color for both Front and Back Door Screens.** Aluminum and steel screen doors and doors with exposed reflective material are prohibited. **Owner shall refer to the Recommended Screen Door list which is attached to these community rules as Attachment "2"**
- iv. Soil under all concrete slabs on grade and under all Building floors, whether on grade or over air space, and all footing and masonry foundation walls shall be treated against subterranean termites. All termite treatment work shall be performed by a properly licensed and qualified pest control operator. Chemicals used outside the Buildings or in accessible spaces under Buildings shall be used only in strict accordance with all governmental laws and regulations and with the highest regard for the safety of children, plants and pet life.

(c) Concrete Slabs and Walkways.

In general, concrete work such as walkways will be approved provided that slabs and walkways leave adequate room for landscaping within the Private Yard Area. All concrete slabs shall be properly treated for termites.

(d) Roofs.

New roofs shall conform in design and materials to the roofs that were on the Homes when they were first constructed. Metal or canvas awnings are prohibited. Connections between existing roofs and new roof additions shall preserve the overall form and architectural style of the dwelling.

(e) Barbeques.

No built-in or permanent barbeques (including barbeque pits) may be constructed in Private Yard Areas, if any. Free standing barbeques are permitted only in Private Yard Area, provided they are covered when not in use, and their use complies with the applicable fire code. Barbecues are not permitted on an upstairs or entry lanai of any Home. Barbequing shall include, but shall not be limited to, the broiling of any food items over a charcoal fire, gas grill, or electrical grill. Owners shall keep their barbeques in good working condition and in

good appearance. All barbeques facilities shall be covered when not in use.

(f) Dog Houses. Shade Houses. Storage and Tool Sheds.

Dog houses, shade houses, storage and tool sheds and such structures which are visible from a street or adjoining property shall be permitted but shall be screened to the maximum extent possible to minimize adverse visual impact.

(g) House Decorations.

Temporary holiday or special event decorations shall not be installed more than 30 days preceding a holiday or event and shall be removed no later than 15 days after the holiday or event.

(h) Drop Blinds.

Drop blinds for lanais and balconies shall meet the following criteria:

- i. No garish or "loud" colors shall be used.
- ii. Blinds shall be maintained at all times.
- iii. Blinds shall be rolled and/or adequately tied down during periods of high winds to avoid slapping and banging, causing annoyance to adjacent residents.

(i) Disposal of Construction Waste and Debris.

Each Owner shall be responsible for promptly disposing of construction waste and debris and for keeping the public, private and Common Elements surrounding his property free of waste and debris at all times. There is no dump site available within the Community.

(j) Signs.

Unless approved by the Board, as appropriate, no signs whatsoever, including without limitation, commercial, political or similar signs, visible from the street shall be erected or maintained upon any Home except:

- i. Such signs as may be required by legal proceedings;
- ii. Residential identification signs of a combined total face area of one square foot or less for each resident;
- iii. During the time of construction of any Home or other improvement, job identification signs having a maximum face area of twenty-four (24) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;
- iv. Not more than one "For Sale" or "For Rent" sign having a maximum face area of six (6) square feet, such sign to refer only to the premises on which it is situated; and

v. Signs erected by the Board or by the Declarant.

(k) Reflective Finishes and Window Tinting.

No reflective finishes shall be used on exterior surfaces (other than glass and the surfaces of hardware fixtures) where such exterior surface is visible from neighboring property. Highly reflective window tinting which creates glare on adjacent properties or streets is not to be construed as a "glass" exception to the reflective finish restriction. Such window tinting treatments are specifically prohibited.

All window tinting installations are subject to review. While Owners are generally concerned with the levels of light and heat transmission, the Board's review focuses on light and heat reflectance. Applications for window tinting shall be accompanied by a manufacturer's specification sheet and a minimum 3" x 5" sample. Metallic finishes are discouraged.

(l) Split Air Conditioning Systems.

Owners who install split air conditioning systems (as a purchase option or after occupying the Home) must comply with the following rules:

- i. Owner shall comply with the Ho'onanea at Lahaina Air Conditioning Guidelines attached to these Community Rules as Attachment "3".
- ii. The Owner shall be responsible for ensuring quiet operation of all installed air conditioning system components. If the Board determines that an air conditioning system component, such as a condenser unit, operates at an excessively noisy level which is a disturbance to neighbors, the Owner may be required to remove the air conditioning component.
- iii. Only new air conditioning systems of a quality and having a noise emission level equal or superior to the systems and condenser units installed by Developer shall be installed. In no event may (1) a larger capacity condenser or system or (2) a condenser or system that requires greater electrical capacity or wattage supply be installed, as doing so may cause damage to the electrical wiring system in the Building.
- iv. Air conditioning systems shall be maintained at all times in a clean and attractive condition and shall not be permitted to become unsightly.
- v. The Owner shall take adequate precautions to ensure that condensation from the air conditioning systems, if any, is drained away from the improvements on Owner's Home.
- vi. Window unit air conditioners are prohibited and may not be installed. No variance from this prohibition may be granted as such installation may negatively impact the common element Building walls and result in building code violations.
- vii. No modification of the common element Building walls is permitted in



connection with the installation of air conditioning systems and condenser units must be installed adjacent to the pre-wired stub out location for electric and piping for such systems. To the extent provided in the Declaration, Owners of certain Homes may install condenser units in the common elements in those locations specified for that purposes and identified in the Declaration and on the Condominium Map. Such Owners shall have an easement over the common elements for this purpose.

viii. The Board may require ground level air conditioning facilities, such as condenser units, installed by an Owner to be sufficiently obscured from view from the street by appropriate landscaping or other features to soften the view of those facilities from the street. Complete concealment is not required.

(m) Refrigerators/Freezers/Washers/Dryers.

Refrigerators, freezers, washers, and dryers may be located in garages, if any. They shall not be located in carports, if any, or lanais so as to be visible from the street or neighboring properties.

(n) Flooring. **The floor system for Unit Types A/AR (End & Corner Units) located on the second floor and have other Occupants below have been designed for carpet only.** The installation of ceramic tile, wood flooring, vinyl, or any other type of flooring other than carpet with carpet pad is prohibited in all Unit Types A/AR (End & Corner Units) Homes located on the second floor with Occupants below, except at wet areas (i.e., bathrooms and kitchens) and the entry areas.

6.3. Solar Units. Solar units, as defined by the term "solar energy device" in HRS sect.196-7(f), may be installed provided that they meet the criteria below and do not jeopardize the soundness or safety of the property or reduce the value of the property. These criteria shall be enforced by the Board and the DRC:

- a. To the maximum extent possible, solar units must be integrated into the architecture and design of the Building. The solar panels, piping or any exposed part of the installation may not be higher than the nearest roof peak, or, unless necessary for operation of the solar unit, and then only the minimum height necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. This height requirement also applies to the roof mounted tank of any system. Where an open-ceiling design home prevents a direct run of piping from solar panels to the storage tank, the piping may be run over the peak of the roof for the shortest routing unless other routing is equal or shorter.
- b. The system shall be surfaced mounted, shall not be raised, nor shall they be angled, unless necessary for the operation of the solar unit, and then only the minimum angle necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. Where possible all components of the system should be concealed from view.
- c. Reflective surfaces other than glass are not permitted for any exposed parts

- unless necessary for operation of the solar unit, and then only the minimum amount necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. Other exposed surfaces must be painted to match the surface on which it is mounted. Owners will ensure that all painted surfaces are properly maintained to prevent peeling and cracking of paint.
- d. Solar panels should be installed as far as possible to the rear of the house. The front slope of the roof of the house or carport may not be used unless no other location is feasible (i.e., any other location would result in restricting the efficiency of the device by more than 25% or increasing the cost of the device by more than 15%).
  - e. All solar units must be registered with the DRC within 30 days of installation, along with a copy of the plans for the modification.
  - f. If placed on a common element, the Owner must obtain the DRC's consent, which must be granted provided: (1) the unit is a townhouse unit that extends from the ground to the roof; (2) the Owner complies with the DRC's design specifications for installation; (3) the Owner engages a properly licensed contractor to install the solar unit; and (4) the Owner provides a certificate of insurance naming the DRC and the Association as additional insureds on the Owner's policy within fourteen days of approval of the solar unit being granted by the DRC.
  - g. The DRC retains the right and ability to specially assess the Owner(s) and their successor(s) responsible for damages or loss or injury to the solar unit, common element, limited common element, or adjacent Home arising from any work related to installation, maintenance, operation, repair, removal or replacement of a solar unit. This obligation is assumed by each successive Owner until the solar unit has been removed from the common elements or limited common elements.
  - h. The Owner shall cause the Owner's contractor to have and maintain, at all times, a policy of comprehensive general liability insurance covering the risk related to the installation, use, and location of the solar equipment and potential damage to associated common elements, and shall name the Association as an additional insured under such policy.
  - i. If a roof warranty for materials or labor exists at the time of the proposed installation of the solar energy device, the Owner and the Owner's contractor shall comply with the requirements of Section 196-7(e) of the Hawaii Revised Statutes, as amended. In particular, the owner's contractor shall: (1) notify the Board if the installation of the solar energy device may affect or void the existing roofing warranty, and (2) coordinate with the roofing manufacturer or the contractor that issued the warranty to waterproof the roof penetrations. If the roof warranty is no longer in effect, the Owner's contractor shall issue its standard labor and workmanship warranty for waterproofing the penetrations. The Owner shall provide the DRC and the Board with the applicable warranty.

- j. A solar unit is defined as any identifiable facility, equipment, apparatus, or the like, including a photovoltaic cell application, that is applicable to a single-family residential dwelling or townhouse and makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for generation; provided that "solar energy device" shall not include skylights or windows.
- k. The Owner must remove the device when reasonably necessary or convenient for repair, maintenance or replacement of the common elements.

6.4. Architectural Review Procedures. The following procedures must be completed and approval granted by the Board prior to beginning construction of any additions, alterations, or improvements and modifications to any home and/or any Private Yard Areas subject to the Declaration which alter the exterior appearance of any home or structure, including landscaping, walls and fences, and including the painting of additions or modifications made by the Owner. These procedures and the Board review and approval are only for compliance with the Community planning and design standards. Owners are responsible for obtaining any necessary County building permits and for complying with all applicable codes, ordinances and regulations. No application will be considered by the Board unless Owner is a member in good standing. i.e., has no outstanding violations of the Declaration, the Bylaws, or these Community Rules and guidelines.

Non-Applicability to Declarant. Except as expressly provided, the provisions of Section 6.4 shall not apply to any property or Improvements owned or installed by the Declarant, and neither the Board nor, if appointed, the Architectural Committee shall have any rights of review or approval with respect thereto. Without limiting the foregoing, Declarant need not seek or obtain the approval of the Architectural Committee, the Board, the Association, or any Owner for any Improvement constructed, reconstructed, modified, or placed on any portion of the Property by Declarant. Further, any alteration, modification, or removal of any Designated Limited Common Element Walls or Floors shall, for a period of ten (10) years after the date a certificate of occupancy is issued for the last Home in the Community, require the prior written consent of the Declarant unless Declarant has notified the Association, in writing, that it no longer desires to exercise such right of review and approval. In any case where the Improvements to be constructed within a Home require the consent of any Mortgagee of the Owner, the Owner shall provide evidence to the Architectural Committee that such Mortgagee has consented to the proposed Improvements. Nothing in this section shall impair or diminish the rights reserved to Declarant under the Community Rules.

Step 1: Submit one completed copy of "The Community Association Application for Approval of Improvements Form" to the Board. This form can be obtained at the Community Association office or from the property manager's office.

Step 2: Submit three copies each of the site plan, and if applicable the building plan, for any Improvements.

- a. Site Plan (Scale 1 inch = 20 feet)

The site plan provided should contain adequate grade information to allow for quick evaluation and decisions on wall heights, drainage swale modifications, etc. The outline of the proposed modification should be clearly identified on the site plan in order that the proposed modifications can be evaluated in relation to the existing improvements.

b. Building Plan (Scale 1/4 inch = 1 foot)

Detail drawings which clearly show the Owner's proposed modifications. For instance, for walls or fences, adequately scaled sections and details of walls and proper identification of the location of these details on the site plan are essential. Samples of materials (or alternate description acceptable to the Board) should be provided with the application.

Show plan (top view) in form elevation, all elevations (front, rear and side views), and cross-sections. If the proposed structure is to be connected to an existing structure, drawings must show the relationship to the existing structure and a detailed cross-section of the point of connection must be provided.

Building plans must include the type and finish of the exterior materials, which should usually match an existing structure's materials and colors. If the structure or structures are to be finished in a different color, samples of both existing and proposed colors must be on file or provided with the application.

Step 3: Each application must be accompanied by the appropriate review fee.

a. Maintenance and Repairs Permit. No fee will be charged if the proposed work replaces existing materials and colors with substantially identical materials and colors.

i. \$50.00 fee will be charged for work that is not described by the above.

Applicable types of work:

Replanting Permit

Simple Landscaping Permit: For basic landscaping such as planting or rooted growing plants (grass and such) and non-landscaping materials such as gravel, mulch, stepping stones, and other non-living ground covers. The Board's decision on whether proposed landscaping requires a "Simple Landscaping Permit" or a Minor Permit shall be conclusive.

ii. Minor Permit: \$100.00.

For site improvements and structures as listed below.

Applicable types of work:

Walls, fences, retaining walls. Installation of solar panels.  
Landscaping other than Simple Landscaping described in Section I above.

Adding screen doors or other fenestration.  
Any doghouse, tool shed, or any other permanent structure.  
Any other type of site improvements or structures determined by the Board to require a minor permit.

iii. Full Permit: \$200.00.

For building and structural work entailing any new construction or additions and modifications to the Building or structure of the original dwelling and garage, regardless of construction cost. Applicable types of work:

New building or structure.  
Lanai extension.  
Roof Extension.  
Trellises, gazebos.  
Any other type of site improvements or structures not previously described, or deemed by the Board to require a full permit.

iv. Resubmittals.

There is no charge for the initial resubmittal in response to the Board's comments. An additional 50% of the original fee will be charged for any subsequent resubmittals, or for any resubmittal involving changes substantial enough to be considered a new design.

v. Consultants' Fees.

If the Board determines that an Application requires the review of a professional consultant, including architects, engineers and other professionals, the Board may charge the consultant's fees to the Owner (in addition to the Board's basic review fee); provided that before any consultant review is commenced, an estimate of the consultant's fee shall be determined and approved by the Owner in writing. The consultant may be a member of the Board.

vi. Board Expenses.

The Board may charge any costs incurred by the Board or its members in connection with the Board's review of an Application for Design Review. Such costs or expenses shall be in addition to the Board's basic review fee and any consultant's fee.

Note: The Board shall, in its sole discretion, determine the appropriate fee for each application. The above permit processing fees may be revised by the

Board as deemed necessary. The current fee schedule at any point in time is available in the property manager's office.

Depending upon the complexity and the adequacy of the plans, the review process by the Board may take from one to six weeks after receipt of a complete application package. The Board process will begin when the application and all required drawings and documents are received by the Board. Applications may be disapproved, approved, or approved with changes. If the plans are disapproved, the plans must then be revised to conform with the Board's design requirements and resubmitted for reconsideration and approval within 120 days in order to avoid additional application permit processing fees. Oral requests for approval or preliminary approval of proposed work that is subject to these Community Rules and regulations will not be accepted, either in person or over the telephone.

Step 4: If the Board approves the application, with or without changes or subject to conditions, a permit will be issued, and the applicant shall then apply for any necessary permits or approvals as required by the County building department within 30 days after the Board permit is issued. Board permits are good for 120 days after issue. If start of construction is delayed beyond this date, a new permit must be obtained and the Owner will be required to pay any applicable permit processing fees. If, however, the building department fails to issue the necessary permits or approval within a reasonable time after the Board approves the application, the Board may authorize an extension to the 120-day period for a reasonable length of time. If the application is not approved, it must be revised to conform with the Board's requirements and resubmitted for reconsideration and approval within 120 days in order to avoid additional application permit processing fees. Oral requests for approval or preliminary approval of proposed work that is subject to these Community Rules and guidelines and regulations will not be accepted, either in person or over the telephone.

The fact that an Owner has scheduled work, arranged financing, entered into a contract for materials or labor, received approval from County agencies having jurisdiction over related permit approvals, or will suffer any alleged hardships shall not be a basis for any modifications to the approval process required by the Board under the provisions of the Declaration and these Community Rules and guidelines.

Contractors and suppliers may not submit plans, materials, or products for review to the Board. The Owner has the sole obligation to submit plans for work to be performed.

The application to and the review and approval by the Architectural Committee of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the

respective Owner.

#### 6.5 Penalties.

The Board will notify and/or fine Owners who violate the Design Guidelines as provided in this Section. Owner shall be deemed to have received notice provided in this Section three (3) business days following the deposit of the notice in the U.S. mail ("Owner's Receipt"):

- 1<sup>st</sup> Violation Letter: Board will notify Owner that the Owner must correct the violation within 30 days of Owner's Receipt of the foregoing notice.
- 2<sup>nd</sup> Violation Letter: Board will notify Owner via regular and certified mail that the violation must be corrected within 30 days of Owner's Receipt of the notice. The Owner will also be warned that there is a fine in the amount of \$50.00 if violation is not corrected by the deadline.
- 3<sup>rd</sup> Violation Letter: Board will notify Owner sent via regular and certified mail that the Owner is fined \$50.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, Owner will be fined an additional \$100.00.
- 4<sup>th</sup> Violation Letter: Board will notify Owner via regular and certified mail that the Owner has been fined \$100.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, the matter may be turned over to attorney for enforcement. The legal fees for this effort will be charged to Owner.
- 5<sup>th</sup> and Subsequent Violation Letters: Following the Community Rule violation letter, counsel retained by the Association will notify the Owner to remedy the violation and advise the Owner that the Owner will be assessed all legal fees and costs until the violation is corrected.

### G. PARKING AREAS, ROADWAYS, GARAGES

1. Maintenance of Spaces/Driveways. Owners and Occupants shall be responsible for the cleanliness of their respective garages, parking stalls, including stains, grease or motor oil, and, if applicable, the appurtenant limited common element driveways, including the removal of any grease build-up. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in the parking stalls or driveways.

2. Observance of Signs. Drivers within the Community shall observe all traffic signs posted on the Community, whether by the appropriate authorities of the County or by the Association. Vehicles shall travel at no greater than five (5) miles per hour while within

the Community.

3. No Impeding of Access. No vehicles belonging to an Owner or Occupant or to a family member, tenant, Guest, or employee of an Owner or Occupant shall be stopped or parked so as to extend into any portions of the roadways or sidewalks, or impede or prevent ready access to any entrance or any exit from the Community by another vehicle.

4. Parking in Proper Place. No parking is allowed on any roadway except in designated areas (e.g., designated, assigned Guest parking stalls and parking permitted zones on public streets). Notwithstanding that parking stalls are not designated on the Condominium Map to the extent provided in Section 4.1 below, Owners are permitted to park in their driveway, if any, if the vehicle does not extend to any portions of the roadways or sidewalks, or impede or prevent ready access to any Community entrance or any exit from the Community by another vehicle. The use of "handicap" guest stalls, if any, is restricted to Guests with disabilities using vehicles with the appropriate county handicap placard. Boats, non-vehicular and personal items must be stored either within an enclosed garage or outside the Community. Vehicles parked in unauthorized stalls (which include vehicles not parked entirely within an assigned space or protruding from a driveway) may be towed away at the expense of the Owner or operator thereof. Vehicles belonging to Guests shall be parked only in the spaces designated for guest parking. It is the responsibility of each Owner and Occupant to inform his or her Guests not to park in vacant stalls, other than those designated for guest parking, unless prior arrangements have been made for such use. Use of guest parking stalls by an Owner or Occupant shall be permitted only with special permission from the Board or the Managing Agent. No overnight parking shall be allowed in the guest parking stalls, except by special arrangement with the Board or the Managing Agent. **Designated Guest Parking is NOT for Occupant usage.** Occupants must utilize his or her designated garage or parking stall. In the event of a conflict between this section and the Bylaws or Declaration, the Declaration and/or the Bylaws shall prevail. All "Loading" areas, if shown on the Condominium Map, are to be used for active loading, and shall not be used as parking stalls.

#### **GUEST OVERNIGHT PARKING REQUEST:**

- All requests for temporary guest overnight parking must be submitted to the managing agent at least one (1) week in advance.
- Requests for guest overnight parking cannot exceed five (5) days. Guest Overnight Parking Request applies to GUEST Vehicles only and does not apply to Tenants or Home Owner's extra vehicles.
- Managing agent will submit the request to the Board for review/approval. Request must be approved by at least three (3) Board Members. The Association will only approve up to two (2) Guest Parking Stall requests at a time.
- Once approved by the Board, managing agent will process the parking permit and will forward to the applicant.
- Parking Permit must be properly displayed on the vehicle dashboard. Failure to properly display Permit may result in vehicle being towed.
- Parking Permit will allow the applicant to park in designated **GUEST ONLY** parking stalls



during the day and overnight.

- Parking stalls are not guaranteed.
- Vehicle owner will be responsible for any parking space damages including motor oil leaks.

4.1 Parking in driveways servicing only a single Home, if any, is permitted as long as sidewalks and passageways are not obstructed. No parking in Non-Designated Areas. Vehicles loading and unloading is permitted in the garage area for no more than five (5) minutes. Vehicles are not permitted to be left unattended for more than five (5) minutes. As a courtesy, vehicles loading and unloading should be at least fifteen (15) feet from any resident's front door. Additionally, headlights should be turned off while loading and/or unloading. No parking is permitted (i) on driveways servicing more than a single Home or (ii) within the Community access road so long as it is private, unless authorized by the Board of Directors in the Community Rules or in accord with County regulations if and when the roadways are dedicated. The Board may enforce this restriction on parking.

4.2 Vehicles shall not be parked anywhere in the Community except parking areas designated for parking of motorized vehicles. Subject to the terms below, only Authorized Vehicles may be parked in Community parking areas. "Authorized Vehicles" means motorized land vehicles designed and used primarily for passenger transport, such as automobiles, passenger vans designed to accommodate ten or fewer people, two wheel motorcycles, pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, golf carts and similar vehicles and any vehicle owned, used, or authorized by Declarant.

4.3 Prohibited Vehicles shall not be parked, stored, or kept in any parking or other areas in the Community. "Prohibited Vehicles" means recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, 4-wheel all-terrain vehicles, dune buggies, etc.), commercial type vehicles (e.g., any vehicle with a commercial license plate, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, trucks with any exterior commercial advertisement, or other similar vehicles, but excluding two axle pick-up trucks), trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board including motorcycles, mopeds and other vehicles that are without mufflers or have modified mufflers that exacerbate engine noise and exhaust to a limit that the Board or Managing Agent deem objectionable. Buses or vans designed to accommodate more than ten (10) people shall be restricted in their travel under such rules pertaining to safety and traffic circulation as the Board may adopt. Vehicles owned or engaged by the Declarant and the Association, or their contractors, vendors or suppliers for use in the construction or maintenance of improvements or Common Elements shall not be Prohibited Vehicles. Delivery vehicles shall be restricted in their travel under such rules pertaining to safety and traffic circulation as the Board may adopt.

4.4 Authorized Vehicles owned or operated by or within the control of an Owner or Occupant of an Owner's Home and kept within the Community shall be parked in that Owner's assigned parking stalls, if any. No vehicle shall be parked in any parking stall if the vehicle does not completely and clearly fit between the painted parking lines

designated for a parking stall or otherwise physically fit wholly within the designated space or any other portion of the parking areas in the Community designed for ingress and egress of vehicles. No vehicle shall be parked in the Community that obstructs free traffic flow, constitutes a nuisance, violates the Community Rules or the Declaration, or creates a safety hazard. The parking areas in the Community shall be used for parking only and shall not be used for storage, living, recreational, business or solicitation purposes. No maintenance, repair, restoration, or construction of any vehicle shall be conducted in the Community. The terms of the section does not apply to Declarant or its assigns.

5. Condition of Vehicles. No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted within the Community. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Community shall be in operating condition with a current vehicle license and safety sticker required by law.

6. Towing of Vehicles. The Board and the Managing Agent are authorized to have towed away or removed at the Owner's expense any vehicle or equipment parked, located or used in violation of these Community Rules and shall not be subject to any claim for liability or damage in the exercise of such authority.

7. Garage Doors. Garage doors, if any, should remain closed except when entering and exiting and during the loading and unloading of personal property.

## **H. ANIMALS**

1. Animals. No livestock, poultry, or other animals whatsoever shall be allowed or kept in or on any part of the Community, except that dogs, cats, or other common household pets may be kept by Owners and Occupants in their respective Homes. There shall be no more than two (2) dogs and two (2) cats permitted in each unit. No animals shall be allowed on any common elements of the Community except on a short leash or when carried. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of their animals while the animals (whether on a leash or carried) are on any common elements of the Community. Bags are provided as a courtesy.

2. Registration. The Owner or Occupant of any Home in which an animal is to be kept pursuant to these Community Rules shall register the animal with the Board or the Managing Agent prior to or immediately upon bringing such animal onto the Community.

3. Breeding. Animals shall not be kept, bred or used for any commercial purpose.

4. Damage. Any personal injury or property damage to the structures, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portion of the Community caused by an animal will be the full responsibility of the animal owner and the Owner of the Home in which the animal is kept. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of animals kept in their Homes.

5. Nuisance; Removal. Any animal which is a nuisance or causes unreasonable disturbance to any Occupant or causes damage to the Community shall be removed by its Owner or by the Occupant of the Home in which it is kept promptly upon the request of the

Board. Should the Board determine that an assistance animal is a direct threat to other residents or their property, the animal owner will be given an opportunity to correct the problem. The animal must be removed if its owner is unable to correct the problem.

## **I. NOISE, NUISANCES AND HAZARDS**

1. Hazards. No Owner or Occupant shall use or permit to be brought into the Buildings or Common Elements of the Community anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the Community which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rates on the Community, if any.

2. Nuisances. No nuisances shall be allowed on the Community and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these Community Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community by other Owners and Occupants.

3. Disturbances. Owners and Occupants shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their family members or their Guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Occupants.

## **J. GENERAL RULES AND REGULATIONS**

1. **Quiet Hours. Quiet Hours for the Community: 10:00 p.m. to 7:00 a.m. Daily. For more information, refer to the Association Management and/or the On-Site Manager.**

2. Employees of the Association.

(a) The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of the Community. To the extent that such employees are unable to do so, every Owner or Occupant is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness on the Community.

(b) Maintenance employees of the Association are under the sole direction of the Board and the Managing Agent; and during prescribed hours of work, they shall not be diverted to the private business or employment of any individual Owner or Occupant.

(c) No Owner or Occupant may require an employee of the Association to leave the common elements of the Community or to perform any personal tasks.

3. No Solicitation. No solicitation or canvassing is permitted in or about the Common Elements of the Community at any time, with the exception of the

solicitation of proxies or distribution of materials relating to Association matters.

4. Access to Homes. The Managing Agent is not required to give access to a Home without the written permission of the Owner thereof, a registered Agent of the Owner or a registered Occupant.
5. Observance of Law. Each Owner and Occupant will at all times keep his or her Home in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these Community Rules and any agreements, decisions and determinations duly made by the Association.

#### **K. ENFORCEMENT OF COMMUNITY RULES**

##### **1. Violations and Damages.**

(a) All corrective actions with respect to violations of these Community Rules and damages to the common elements shall be enforced by the Board and should be reported promptly to the Board or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for costs incurred directly or indirectly related to such Owner's tenants or such Owner's, or his tenants, family members, or Guests.

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent or resident manager, if any, at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by such Owner's tenants or such Owner's, or his tenant's, family members, or Guests.

2. Complaints. Complaints and suggestions regarding the Community Rules shall be made in writing to the Board by notifying the Association Management. For immediate Issues and Concerns, contact On-Site Manager by phone (See Community Board).

3. Observance of Community Rules. Each Owner shall observe and perform these Community Rules and ensure that such Owner's family members, tenants and Guests also observe and perform these Community Rules. The Owner shall be responsible if expenses are incurred due to violations of these Community Rules by such Owner's tenants, family members or Guests or the family members or Guests of such Owner's tenants.

4. Violation of Community Rules. The violation of any of these Community Rules shall give the Board, acting on behalf of the Association, the right to:

(a) Only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner,

Occupant or Guest enter the Home (or secure an order permitting entry into a Home) 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 these Community Rules, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

5. Fines. The Board will notify and/or fine Owners who violate these Community Rules as provided as follows (except as otherwise provided in these Community Rules):

- 1<sup>st</sup> Step: Written warning when violation is observed.
- 2<sup>nd</sup> Step: Written notice plus \$50 fine (per offense) 30 days after 1<sup>st</sup> Step, if violation is not corrected.
- 3<sup>rd</sup> Step: Written notice plus \$100 fine (per offense) 30 days after 2<sup>nd</sup> Step, if violation is not corrected.
- 4<sup>th</sup> Step: Written notice (sent Certified and Regular Mail) plus an additional \$100 fine (per offense) 30 days after 3<sup>rd</sup> Step, if violation is not corrected. In taking this action, the Association shall reserve the right to take appropriate legal action to preclude the continuance of the violation(s).
- 5<sup>th</sup> Step: Violation letters - Counsel retained by the Association will notify the Owner to remedy the violation and advise the Owner that the Owner will be assessed all legal fees and costs until the violation is corrected.

**Any action which in the opinion of the Board of Directors creates a hazard, hardship, danger or harm to residents of the Community will result in a citation and an immediate \$200 fine assessed against the owner. The Board of Directors reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the Community Rules that may impair or in any way affect the value or safety of the Community or the use, enjoyment, safety or health of any occupant. In addition, the Board may seek the eviction of the persons responsible if they are tenants.**

#### **L. AMENDMENTS**

These Community Rules may be amended by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective 30 days after notice thereof is mailed to the Owners.

#### **M. NON-DISCRIMINATION POLICY**

Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

The Board hereby adopts the foregoing Ho'onanea at Lahaina Amended and Restated Community Rules as the Community Rules for Ho'onanea at Lahaina on behalf of the Association this day of 8/11/2017

By: 

Name: Ed Polistico-Steinwender

Title: Board President

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**NOTES:**

**Attachment 1 - Plants**

**Attachment 2 - Air Conditioning**

**Attachment 3 - Screen Doors**

**Attachment 4 - Registration Form**

**Attachment 5 - Guest Parking**



**Attachment "1"**  
**Recommended Plant List**

COMMON NAME

BOTANICAL NAME

**PALMS**

Areca Palm	Chrysalidocarpus lutescens
Bottle Palm	Mascarena lagenicalus
Chinese Fan Palm	Livistonia chinensis
Coconut Palm	Cocos nucifera
Fiji Fan Palm	Pritchardia pacifica
Fishtail Palm	Caryota mitis
Licuala Palm	Licuala grandis
MacArthur Palm	Ptychosperma macarthurii

**TREES**

Medium Canopy

Autograph Tree	Clusia rosea
Eucalyptus varieties	Eucalyptus var.
False Kamani	Terminalia catalpa
Fern Tree	Filicium declines
Fiddlewood	Citharexylum spinosum
Hala	Pandanus odoratissimus
Kukui Nut	Aleurites molucana
Milo	Thespesia populnea
Octopus Tree	Brassia actinophylla
Paperbark	Melaleuca leucadendron
Satin Leaf	Chrysophyllum oliviforme

Small Canopy

Allspice	Pimenta dioica
Be-Still	Thevetia peruviana
Euphorbia	Euphorbia corollata
False Olive	Elaeodendron orientale
Harpullia	Harpullia pendula
Jaboticaba	Eugenia cauliflora
Madagascar Olive	Noronhia emarginata
Podocarpus	Podocarpus gracillior
Strawberry Guava	Psidium cattleianum

## FLOWERING

African Tulip  
Bottlebrush  
Common Coral  
Gold Tree  
Hong Kong Orchid  
Jacaranda  
Jatropha  
Kalamona  
Narra  
Orange Kou  
Plumeria varieties  
Pink Tecoma  
Puakenikeni  
Rainbow Shower  
Royal Poinciana  
Silver Trumpet

Spathodea campanulata  
Callistemon lanceolatus  
Erythrina crista-galli  
Cybistax donnell-smithii  
Bauhinia blakeana  
Jacaranda acutifolia  
Jatropha hastata  
Cassia glauca  
Pterocarpus indica  
Cordia subcordata  
Plumeria var.  
Tebebuia pentaphylla  
Fagraea berteriana  
Cassia javanica x fistula  
Delonix regia  
Tabebuia argentea

## SHRUBS

African Iris  
Bird of Paradise  
Dwarf Cycad  
Dwarf Date Palm  
Gardenia varieties  
Ginger varieties  
Heliconia varieties  
Impatiens  
Ixora varieties  
Kokutan  
Monstera  
Periwinkle  
Philodendron  
Plumbago  
Spathiphyllum varieties  
Spider Lily  
Ti Leaf

Moraea iridioides  
Strelitzia reginae  
Cycas revoluta  
Phoenix roebeleni  
Gardenia var.  
Alpinia var.  
Heliconia var.  
Impatiens sultani  
Ixora spp.  
Raphiolepis indica  
Monstera deliciosa  
Vinca rosea  
Philodendron selloum  
Plumbago capensis  
Spathiphyllum var.  
Crinum asiaticum  
Cordyline terminalis

## HEDGE MATERIAL

Croton  
Eldorado  
Hibiscus varieties  
Leea  
Mock orange  
Natal Plum  
Oleander  
Panax  
Podocarpus  
Snowbush

Codiaeum variegatum  
Pseuderanthemum reticulatum  
Hibiscus var.  
Leea coccinea  
Murraya paniculata  
Carissa grandiflora  
Nerium oleander  
Polyscias guilfoylei  
Podocarpus nerifollus  
Breynia nlvosa rosi-picta

## VINES

Allamanda	Allamanda cathartica
Bougainvillea varieties	Bougainvillea var.
Cats Claw	Doxantha unguis-cati
Creeping Fig	Ficus pumila
Galphimia	Tristellateia australasiae
Huapala	Ipomoea horsfalliae
Jade	Strongylodon macrobotrys
Mandevilla	Mandevilla splendens
Stephanotis	Stephanotis floribunda
Thunbergia	Thunbergia grandiflora

## GROUND COVER

Asytasia	Asystasia gangetica
Agapanthus	Agapanthus africanus
Asparagus Fern	Asparagus sprengerii
Gazania	Gazania rigens
Hemigraphis	Hemigraphis colorata
Joyweed	Alternanthera amoena
Lantana	Lantana
Laua'e Fern	Polypodium phymatodes
Monda Grass	Mondo japonicum
Neomerica	Neomerica gracilis
Portulaca	Portulaca grandiflora
Pothos	Pothos aureus
Rhoeo	Rhoeo discolor
Ruellia	Ruellia ciliosa
Syngonium	Syngonium podophyllum
Wedelia	Wedelia trilobata

## GRASS

Bermuda	Cynodon dactylon
Centipede	Eremochloa ophiuroides
St. Augustine	Stenotaphrum secundatum
Zoysia	Zoysia tenuifolia



## Hoonanea Air Conditioning Guidelines

- Contents:**
- 1.) Air Conditioning System Infrastructure
  - 2.) Completion of the Air Conditioning Systems
  - 3.) *Typical Fan Coil Unit Schedule (attachment)*
  - 4.) *Fujitsu Manufacturer's Submittal Data Sheets (attachment)*
  - 5.) *Interior Elevation Diagrams of FCU Locations (attachment)*
  - 6.) *A/C & Ventilation Shop Drawing (attachment)*



## Hoonanea Air Conditioning Guidelines

### **Air Conditioning System Infrastructure:**

Each unit at Hoonanea is constructed to be Ductless Split System Ready.  
This means:

- 1.) Each unit has been designed with the ability to add two (2) ductless split air conditioning systems: one (1) single zone system for the living area and one (1) multi-zone system for the bedrooms.
- 2.) Each unit is constructed with the necessary infrastructure to accommodate the designed systems including a dedicated electrical circuit, pre-wiring, refrigerant and condensate drain lines.
- 3.) Each unit is constructed to minimize the modification/retrofit work if the ductless split air conditioning systems were install after the close of escrow from DR Horton.
- 4.) The designed systems are specific to each unit type. *(Refer to Typical Fan Coil Unit Schedule)*
- 5.) The manufacturer's specifications for each system are included in this Guideline. *(Refer to Fujitsu Manufacturer's Submittal Data Sheets)*
- 6.) The specific designed location of each indoor unit and outdoor unit are included in this Guideline. *(Refer to A/C & Ventilation Shop Drawings by Commercial Sheetmetal Co. Inc. - Sheets M-1 through M-5 and Interior Elevation Diagrams of FCU Locations)*



## **Hoonanea Air Conditioning Guidelines**

### **Completion of the Air Conditioning Systems:**

The completion of the ductless split systems (installation of indoor fan coil units (FCU) and outdoor air cooled condensing units (ACCU) can be achieve by two (2) methods:

- 1.) DR Horton Homebuyer's Option - DR Horton completes the installation as a selected buyer's option during the construction phase of the project.
- 2.) Homeowner - Individual homeowner contracts a licensed air conditioning contractor to supply the equipment/accessories and complete the installation after the close of escrow from DR Horton. Homeowner is responsible to ensure the homeowner's contractor adheres to this AC guideline. Homeowner is solely responsible for all costs/expenses.
  - A.) Homeowner shall comply with the Association Design Guidelines by submitting the air conditioning specifications, contractor information and applicable drawings to the association for review and approval prior to commencement of work.
  - B.) Homeowner is responsible to install ductless split air conditioning systems as specified in this AC guideline. If Homeowner elects to install systems other than that specified in this AC guideline, then Homeowner is responsible to ensure that the non-specified systems are compatible with the DR Horton provided infrastructure.
  - C.) Homeowner shall install the FCU and ACCU equipment in the applicable unit's location as designated in this AC guideline.
  - D.) Homeowner shall install AC equipment per the manufacturer's installation recommendations including, but not limited to, installation clearances.



## Hoonanea Air Conditioning Guidelines

### **Completion of the Air Conditioning Systems:**

- E.) Homeowner shall limit the modification/retrofit work to the unit as follows:
1. Exterior ACCU - Exterior siding, trim, sheetmetal boot and/or any portion of the building's exterior wall shall not be cut, removed or modified. The plastic pipe cover may be removed to facilitate the connection and completion of the air conditioning systems. Homeowner is responsible for installation of ACCU to be on an industry standard acceptable base pad and to be within the existing gravel area provided by DR Horton.
  2. Interior FCU - Modification/retrofit work to interior gypboard/drywall shall be limited to necessary cut outs to facilitate FCU connection to refrigerant line and condensate drain line. *Typical Fan Coil Unit Mounting Plan and Detail* on Sheet M-2 of the *A/C & Ventilation Shop Drawings* shall be followed. Gypboard/drywall boxout of piping located within stud cavity shall not be removed or modified.

## TYPICAL FAN COIL UNIT SCHEDULE

FUJITSU FAN COIL UNIT SIZES				
UNIT TYPE	LIVING RM BTUH	MSTR BDRM BTUH	BDRM BTUH	BDRM BTUH
A	ASU24CL	ASU9RMLQ	ASU9RMLQ	---
A1	ASU24CL	ASU9RMLQ	ASU9RMLQ	---
B	ASU18CL	ASU12RMLQ	ASU12RMLQ	---
C	ASU24CL	ASU12RMLQ	ASU9RMLQ	ASU9RMLQ
D	ASU24CL	ASU12RMLQ	ASU9RMLQ	ASU9RMLQ
E	ASU24CL	ASU12RMLQ	ASU9RMLQ	ASU9RMLQ

D.R. HORTON - SCHULER DIVISION  
HO'ONANEA  
(LAHAINA LOT 3)  
MAUI, LAHAINA, HAWAII  
T.M.K. 2-4-5-11 LOT 10



# **Submittal Data: System 18CL** **ASU18CL & AOU18CL**



Job Name:	Location:		
Purchaser:			
Engineer:			
Submitted To:	For:	<input type="checkbox"/> Reference	<input type="checkbox"/> Approval
Submitted By:		<input type="checkbox"/> Construction	

## **OUTLINE AND DIMENSIONS**

### **Capacities:**

Cooling	18,000 BTU/h
Min/Max Cooling	5,500/19,000BTU/h
Outdoor Design Temperature <i>F</i> <sup>o</sup> DB/WB	95/75
SEER	19.0
EER	10.4
Low Ambient Temp. <i>F</i> <sup>o</sup>	14
Voltage/Frequency/Phase	208-230/60/1

### **Indoor Unit:**

Noise Level <i>db (A)</i> - H/ M/ L/ Q	44/38/32/25
Weight	20 lbs.

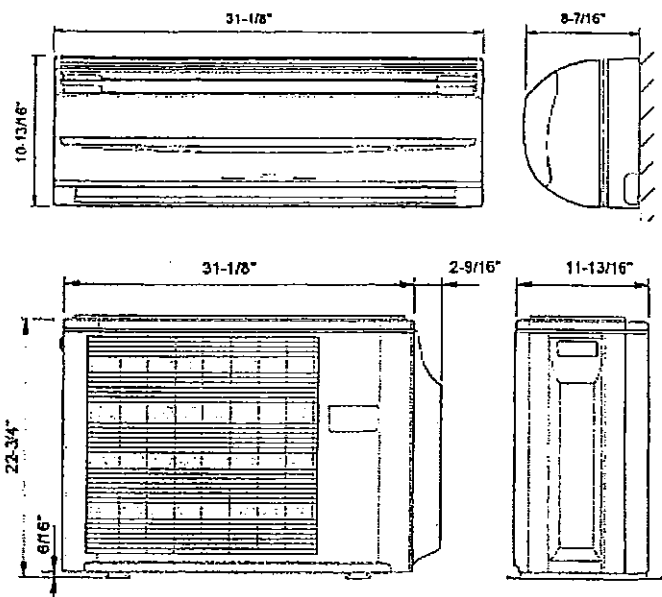
### **Outdoor Unit:**

Noise Level <i>db (A)</i>	50
Recommended Fuse Size	20A
Min. Ampacity	16A
Running Current ( <i>Rated/Max</i> )	7.7/9.0
Weight	88 lbs.

### **Refrigerant Piping:**

Max Ht. Difference	49 ft.
Max Total or Combined Length	66 ft.
Discharge Vapor Line (O.D.)	1/4 in.
Suction (O.D.)	1/2 in.

**Note: Figures are based on 230 Volts**



### **Standard Features:**

- ♦ Six year compressor warranty
- ♦ Two year parts warranty
- ♦ Refrigerant R410A
- ♦ Auto Mode; Quiet Mode
- ♦ Auto Louver: Up/Down
- ♦ Apple Catechin Filter
- ♦ Auto Changeover
- ♦ Digital Wireless Remote Control
- ♦ Sleep timer; 24 hour timer
- ♦ Built in Low Ambient
- ♦ Auto Restart/ Reset
- ♦ Dry Mode; Coil Dry Mode
- ♦ Cold Prevention
- ♦ Ion Deodorizing Filter
- ♦ Optional Wired Remote Control

### **Notes:**

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# **Submittal Data: System 24CL** **ASU24CL & AOU24CL**

**FUJITSU**

Job Name:	Location:			
Purchaser:				
Engineer:				
Submitted To:	For:	<input type="checkbox"/> Reference	<input type="checkbox"/> Approval	<input type="checkbox"/> Construction
Submitted By:				

## **OUTLINE AND DIMENSIONS**

### **Capacities:**

Cooling	24,200 BTU/h
Min/Max Cooling	5,200-26,000 BTU/h
Outdoor Design Temperature $F^{\circ}$ DB/WB	95/75
SEER	18.0
EER	10.5
Low Ambient Temp $F^{\circ}$	14
Voltage/Frequency/Phase	208-230/60/1

### **Indoor Unit:**

Noise Level db (A) - H/ M/ L/ Q	47/41/36/32
Weight	31 lbs.

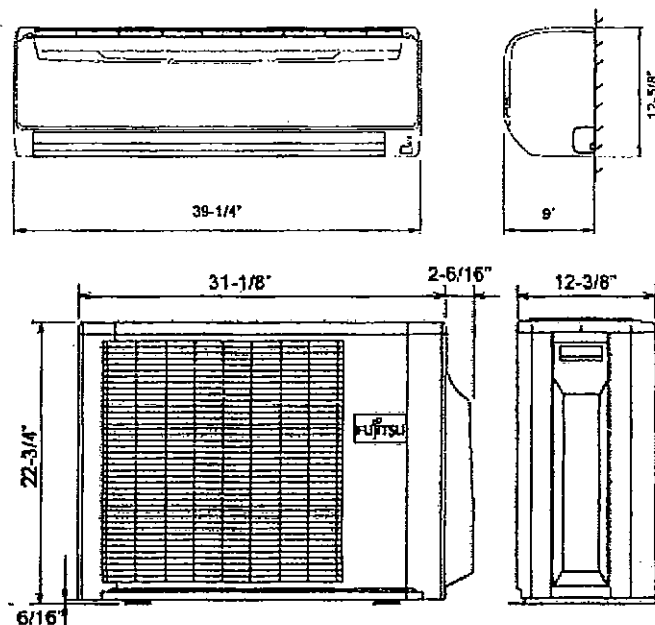
### **Outdoor Unit:**

Noise Level db (A)	52
Recommended Fuse Size	29A
Min. Ampacity	21A
Running Current (Rated/Max)	10.1/12.0
Weight	97 lbs.

### **Refrigerant Piping:**

Max Ht. Difference	66 ft.
Max Total or Combined Length	98 ft.
Discharge Vapor Line (O.D.)	1/4 in.
Suction (O.D.)	5/8 in.

**Note: Figures are based on 230 Volts**



### **Standard Features:**

- Six year compressor warranty
- Two year parts warranty
- Refrigerant R410A
- Auto Louver: 4 Way
- Auto Mode; Quiet Mode
- Ion Deodorizing Filter
- Cold Prevention
- Digital Wireless Remote Control
- Sleep timer; 24 hour timer
- Built in Low Ambient
- Auto Restart/ Reset
- Dry Mode
- Power Diffuser
- Apple Catechin Filter
- Optional Wired Remote Control

### **Notes:**

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# **Submittal Data: System 18RMLQ ASU9RMLQ x 2 & AOU24RML**



Job Name: \_\_\_\_\_ Location: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Engineer: \_\_\_\_\_

Submitted To: \_\_\_\_\_ For: ☐ Reference ☐ Approval ☐ Construction

Submitted By: \_\_\_\_\_

## **Capacities:**

Total Min/Nom/Max Cooling BTU/h	10k/19k/22.6k
Each Min/Nom/Max Cooling BTU/h	5.5k/9.5k/11.3k
Outdoor Design Temperature $F^{\circ}$ DB/WB	95/75
Total Min/Nom/Max Heating BTU/h	10k/22k/26k
Each Min/Nom/Max Heating BTU/h	5.1k/11k/13k
Outdoor Design Temperature $F^{\circ}$ DB/WB	47/43
HSPF	9
SEER	16.5
EER Cooling/Heating	12.2/12.5
Low Ambient Temp. $F^{\circ}$ Cooling/Heating	32/14
Voltage/Frequency/Power	208-230/60/1

## **Indoor Unit:**

Noise Level $db(A)$ - H/ M/ L/ Q	37/33/29/25
Weight	21 lbs.

## **Outdoor Unit:**

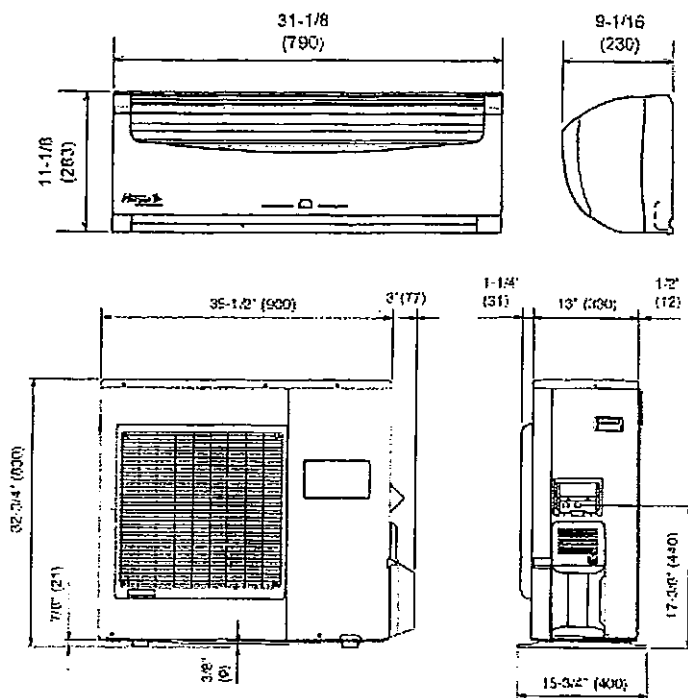
Noise Level $db(A)$ - Cooling/Heating	50/51
Recommended Fuse Size	25A
Min. Ampacity	17A
Running Current Cooling (Rated/Max)	7.5/9.2
Running Current Heating (Rated/Max)	8.5/10.1
Weight	137 lbs.

## **Refrigerant Piping:**

Max Ht. Difference	33 ft.
Max Total or Combined Length	98 ft.
Max Length Each	82 ft.
Discharge Vapor Line (O.D.)	1/4 in.
Suction (O.D.)	3/8 in.

**Note: Figures based on 230 Volts**

## **OUTLINE AND DIMENSIONS**



## **Standard Features:**

- Six year compressor warranty
- Two year parts warranty
- Refrigerant R410A
- Plasma filter
- Dry Mode
- Digital Wireless Remote Control
- Sleep timer
- Built in Low Ambient
- Auto Restart/ Reset
- 24 hour timer
- Quiet Mode
- Optional Wired Remote Control

## **Notes:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# **Submittal Data: System 24RMLQ ASU12RMLQ x 2 & AOU24RML**

**FUJITSU**

Job Name: \_\_\_\_\_ Location: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Submitted To: \_\_\_\_\_ For: ☐ Reference ☐ Approval ☐ Construction  
Submitted By: \_\_\_\_\_

## **Capacities:**

Total Min/Nom/Max Cooling BTU/h	10k/24k/27.6k
Each Min/Nom/Max Cooling BTU/h	5.5k/12k/13.6k
Outdoor Design Temperature <i>F° DB/WB</i>	95/75
Total Min/Nom/Max Heating BTU/h	10k/28k/33k
Each Min/Nom/Max Heating BTU/h	5.1k/14k/15.4k
Outdoor Design Temperature <i>F° DB/WB</i>	47/43
HSPF	9
SEER	16.5
EER <i>Cooling/Heating</i>	10.4/11.9
Low Ambient Temp. <i>F° Cooling/Heating</i>	32/14
Voltage/Frequency/Power	208-230/60/1

## **Indoor Unit:**

Noise Level <i>db (A) - H/ M/ L/ Q</i>	42/38/33/29
Weight	21 lbs.

## **Outdoor Unit:**

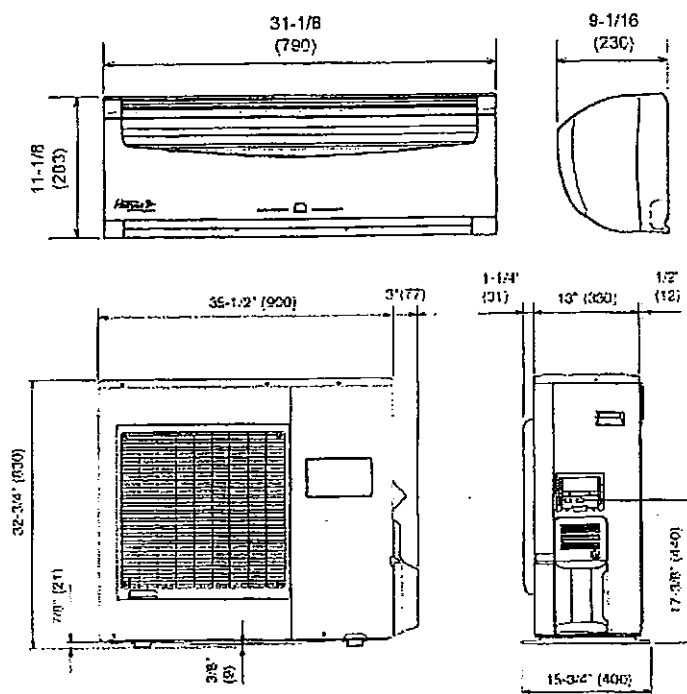
Noise Level <i>db (A) - Cooling/Heating</i>	50/51
Recommended Fuse Size	25A
Min. Ampacity	17A
Running Current Cooling <i>(Rated/Max)</i>	11.1/12.1
Running Current Heating <i>(Rated/Max)</i>	11.3/12.1
Weight	137 lbs.

## **Refrigerant Piping:**

Max Ht. Difference	33 ft.
Max Total or Combined Length	98 ft.
Max Length Each	82 ft.
Discharge Vapor Line (O.D.)	1/4 in.
Suction (O.D.)	3/8 in.

**Note: Figures are based on 230 Volts**

## **OUTLINE AND DIMENSIONS**



## **Standard Features:**

- Six year compressor warranty
- Two year parts warranty
- Refrigerant R410A
- Plasma filter
- Dry Mode
- Digital Wireless Remote Control
- Sleep timer
- Built in Low Ambient
- Auto Restart/ Reset
- 24 hour timer
- Quiet Mode
- Optional Wired Remote Control

## **Notes:**

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# **Submittal Data: System 30RMLQ** **ASU9RMLQ x 2, ASU12RMLQ & AOU36RML**

**FUJITSU**

Job Name:

Location:

Purchaser:

Engineer:

Submitted To:

For:

☐ Reference

☐ Approval

☐ Construction

Submitted By:

## **Capacities:**

Total Min/Nom/Max Cooling BTU/h	11k/30.4k/33.9k
Min/Nom/Max Clg 9,000 BTU/h Ea.	5.5k/9.5k/11.3k
Min/Nom/Max Clg 12,000 BTU/h Ea.	5.5k/12k/13.6k
Outdoor Design Temperature $F^{\circ}$ DB/WB	95/75
Total Min/Nom/Max Heating BTU/h	10k/35.5k/40k
Min/Nom/Max Htg 9,000 BTU/h Ea.	5.1k/11k/13k
Min/Nom/Max Htg 12,000 BTU/h Ea.	5.1k/14k/15.4k
Outdoor Design Temperature $F^{\circ}$ DB/WB	47/43
HSPF	9
SEER	15
EER Cooling/Heating	9.2/11.5
Low Ambient Temp. $F^{\circ}$ Cooling/Heating	32/14
Voltage/Frequency/Power	208-230/60/1

## **Indoor Unit:**

Noise Level (9,000BTU) db (A) - H/ M/ L/ Q	37/33/29/25
Noise Level (12,000BTU) db (A) - H/ M/ L/ Q	42/38/33/29
Weight	21 lbs.

## **Outdoor Unit:**

Noise Level db (A) - Cooling/Heating	51/53
Recommended Fuse Size	30A
Min. Ampacity	25A
Running Current Cooling (Rated/Max)	15.9/18.3
Running Current Heating (Rated/Max)	15.0/18.3
Weight	150 lbs.

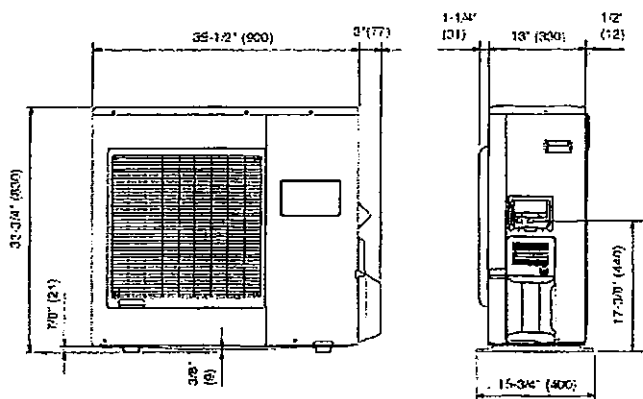
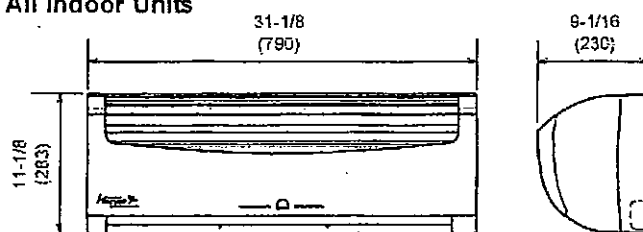
## **Refrigerant Piping:**

Max Ht. Difference	49 ft.
Max Total or Combined Length	230 ft.
Max Length Each	82 ft.
Discharge Vapor Line (O.D.)	1/4 in.
Suction (O.D.)	3/8 in.

**Note: Figures are based on 230 Volts**

## **OUTLINE AND DIMENSIONS**

### **All Indoor Units**



### **Standard Features:**

- Six year compressor warranty
- Two year parts warranty
- Refrigerant R410A
- Plasma filter
- Dry Mode
- Digital Wireless Remote Control
- Sleep timer
- Built in Low Ambient
- Auto Restart/ Reset
- 24 hour timer
- Quiet Mode
- Optional Wired Remote Control

Notes:

A hand-drawn diagram of a window unit. The diagram is oriented vertically with the ceiling at the top. A horizontal line at the top is labeled "CEILING". Below it is a rectangular window unit. The unit is divided into three vertical sections. The leftmost section is labeled "2\"". The middle section is labeled "C" for center. The rightmost section is labeled "2\"". Below the window unit, there is a horizontal dimension line labeled "39 1/4\"". To the right of this dimension line is the text "UNIT SIZE". Below the unit size, there is a horizontal dimension line labeled "21\"". To the right of this dimension line is the text "C.D. TOP OF PIPE". At the bottom of the diagram, there is a horizontal dimension line labeled "2'0\"". To the right of this dimension line is the text "REFLECT". On the far right, there is a vertical dimension line labeled "ALV 7 1/4 ALVR" and "FROM WINDOW TO CENTER".

Diagram showing a rectangular structure with dimensions and labels:

- Top horizontal dimension: 18" C.D. (Center Distance)
- Left vertical dimension: 17"
- Right vertical dimension: 13 1/3" (UNIT SIZE)
- Internal horizontal dimensions: 13 1/2" (total), 2" (left offset), 2" (right offset)
- Internal vertical dimension: 13 1/2" (total), 2" (bottom offset)
- Labels: "CEILING" (top left), "REF. PIPE" (bottom left), "18" TOP OF PIPE" (top right), "FROM EXT. WALL TO CENTER" (bottom right)
- Annotations: "X6" (bottom left corner), "X10" (bottom right corner)

Hand-drawn diagram of a window unit showing dimensions and labels:

- Labels:**
  - CEILING
  - R.F.F. PIPE
  - CD
  - 18" TOP OF PIPE
  - UNIT SIZE
  - BETWEEN WINDOWS TO CENTER
- Dimensions:**
  - 17" (Total height)
  - 2" (Top offset)
  - 15 1/2" (Main height)
  - 2" (Bottom offset)
  - 31 3/4" (Unit width)
  - 33 1/2" (Total width)
  - 39 1/2" (Distance between window centers)

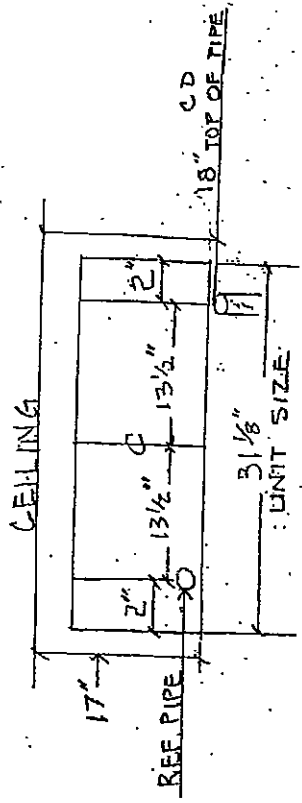
Diagram illustrating the dimensions and layout of a window unit. The unit is shown within a frame, with dimensions labeled in inches and feet.

Dimensions and Labels:

- CEILING**: Indicated at the top of the unit.
- 20"**: Dimension for the height of the unit.
- 2"**: Dimension for the height of the top section.
- 17 3/4"**: Dimension for the height of the main section.
- 21" ID OF PIPE**: Dimension for the inner diameter of the pipe.
- 39 1/4"**: Dimension for the width of the unit.
- UNIT SIZE**: Label for the width dimension.
- ALLV 10' AIRLV**: Label for the air volume.
- FROM WINDOW TO CENTER**: Label for the distance from the window to the center.

## Interior Elevation Diagrams of FCU Locations

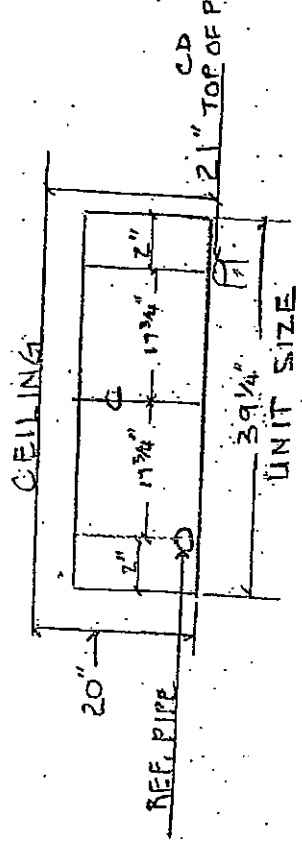
BLV / BLVR ASU18C1



BLV  
74" ±  
FROM EXT. WALL  
TO CENTER

BLVR  
9' ±  
FROM EXT. WALL  
TO CENTER

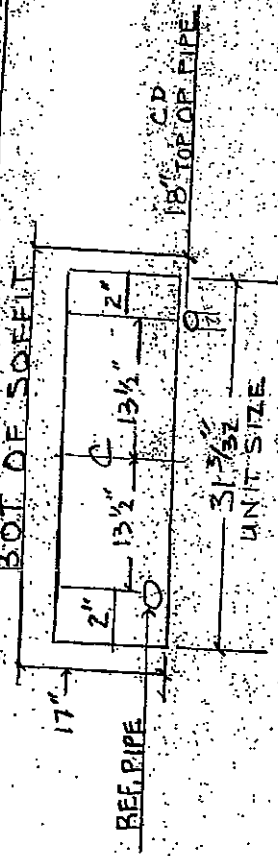
CLV / CLVR ASU24CL



CLV  
7' ±  
FROM EXT. WALL  
TO CENTER

C2 / C2R & C3 / C3R ASU9RML  
C1 / C1R ASU12RML

B1 / B1R & B2 / B2R ASU12RML



B1  
80" ±  
FROM EXT. WALL TO CENTER

B1R  
48" ±  
FROM EXT. WALL TO CENTER

B2  
31" ±  
FROM EXT. WALL TO CENTER

B2R  
63" ±  
FROM EXT. WALL TO CENTER

C3 / C3R BOT. OF SOFFIT  
C2 / C2R & C1 / C1R CEILING



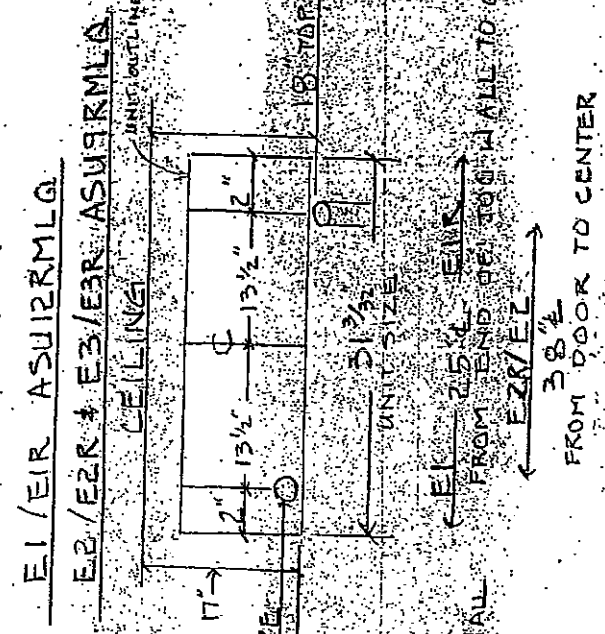
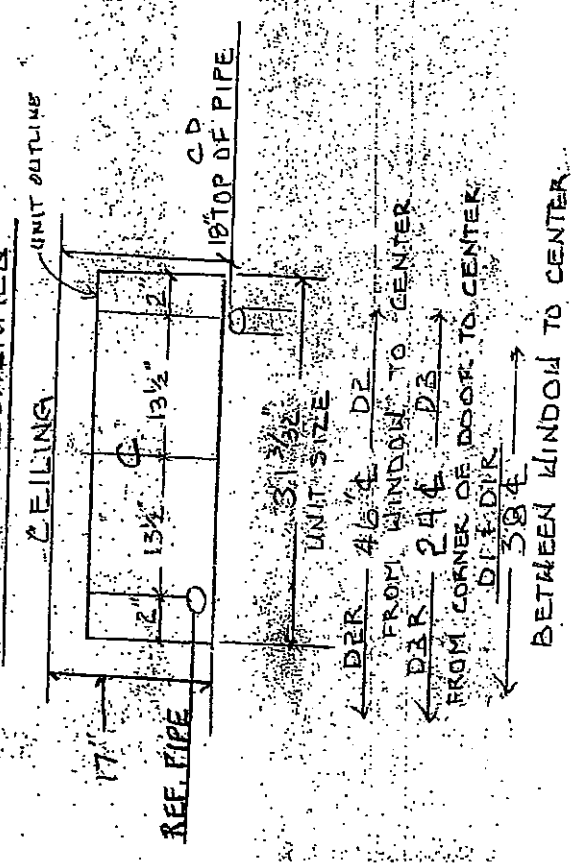
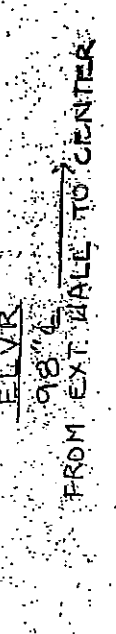
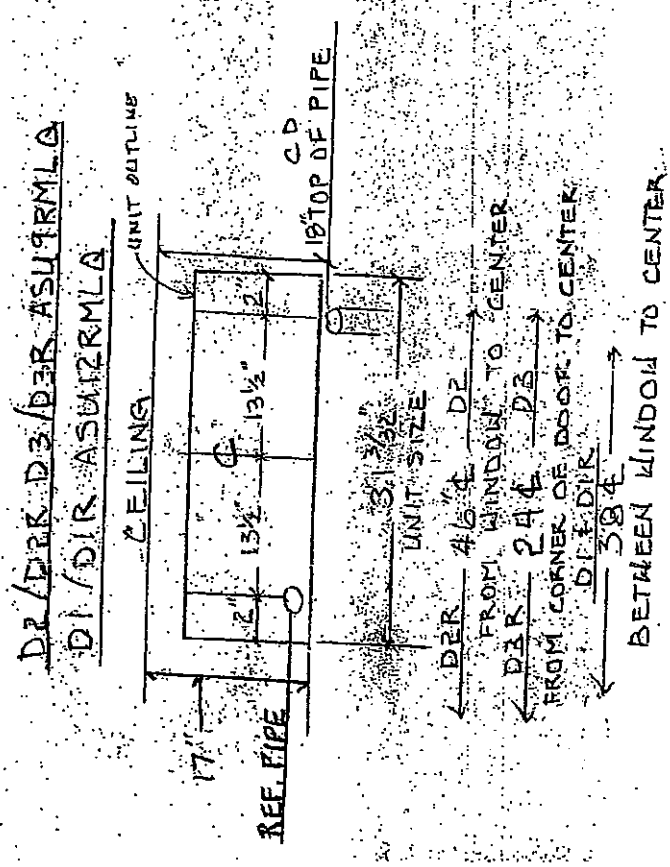
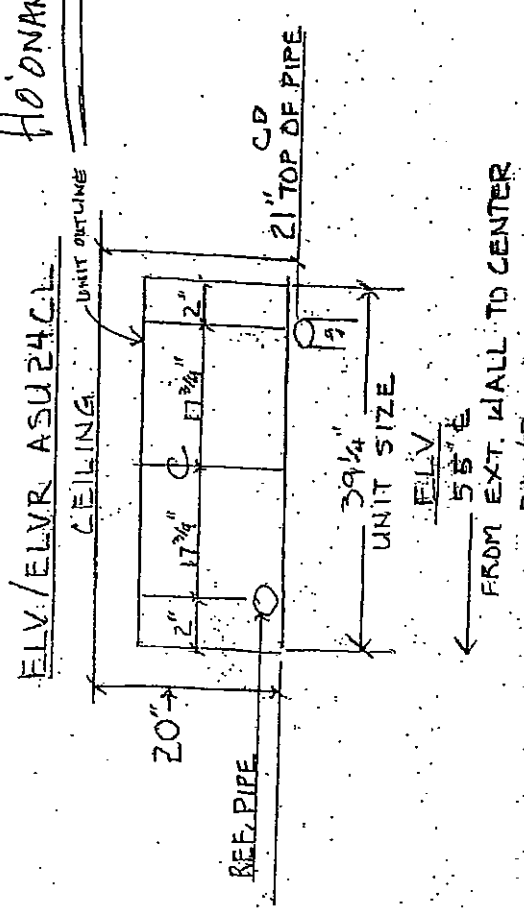
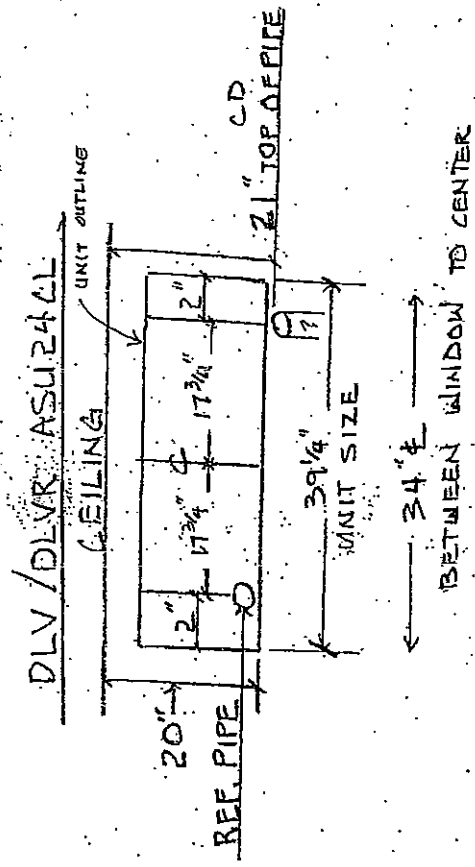
C2  
68" ±  
FROM EXT. WALL  
TO CENTER

C2R  
73" ±  
FROM EXT. WALL  
TO CENTER

## Interior Elevation Diagrams of FCU Locations

4-2-1

HOONAN



# Interior Elevation Diagrams of FCU Locations



## **HO'ONANEA AT LAHAINA**

### **APPROVED SCREEN DOOR, OPTION #1**

### **TRU-FRAME SECURITY SCREEN DOOR** **IN BRONZE ANODIZED ALUMINUM (as shown)**

~ OR ~

### **IN WHITE**

**\* DISTRIBUTED BY VALLEY ISLE SCREEN 808-877-3054**

#### **Ventilation**

The Tru-Frame® Security Door can be locked securely, allowing you to safely and confidently leave your prime door open day or night for cooling ventilation.

#### **Visibility**

The Tru-Frame® Security Door allows for clear viewing of the outdoors and visitors with its open structured, sculpted grille.

#### **Deadbolt Security**

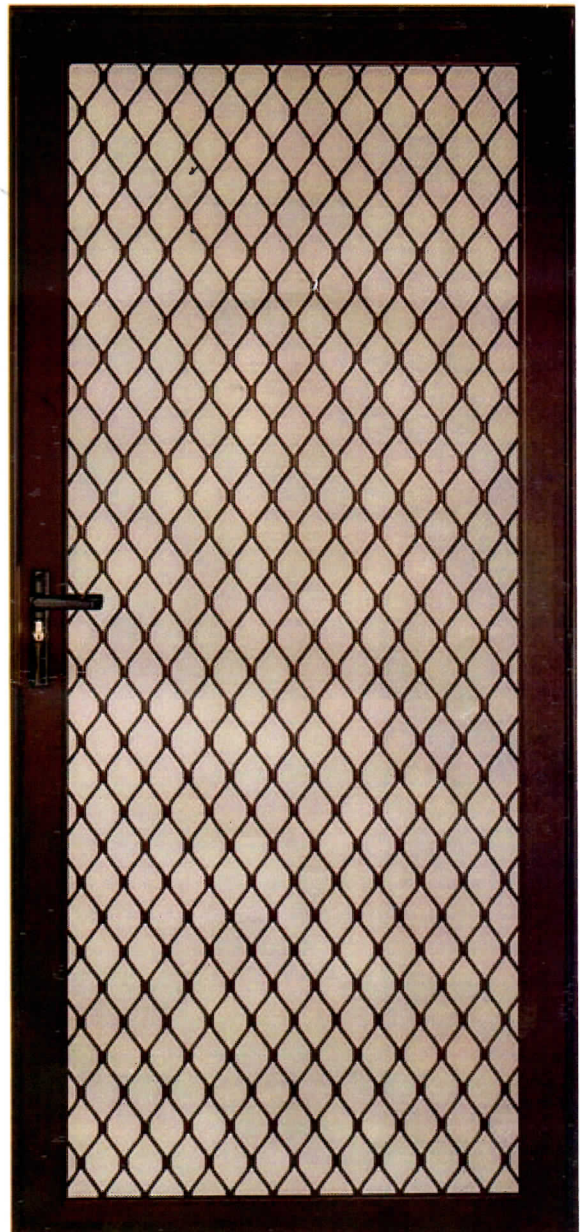
Combined with the high tensile strength aluminum construction, the deadbolt lock affords the best protection available. The deadbolt lock cannot be pried open by a metal or plastic insert, and even if the face plate and handle are jimmied, the concealed mechanism and main bolt remain in the locked position.

#### **Rust Free**

With extruded aluminum construction, the Tru-Frame® Security Door won't rust and is ideal for marine environments.

#### **Easy Operating**

With concealed Oilite hinges and extruded aluminum construction, the Tru-Frame® Security Door swings freely and easier than heavy **steel security doors**.



## HO`ONANEA AT LAHAINA

### ***APPROVED SCREEN DOOR OPTION #2*** ***~ IN WHITE ~***

**Available from:**

#### **Aloha Retractable Screens**

3547 Akala Street

Kehei, Hawaii 96753

Voice: 808-280-2175

Web site: [www.phantomsscreenshawaii.com](http://www.phantomsscreenshawaii.com)

#### ***Features & Benefits***

Phantom retractable door screens provide insect protection and solar shading without blocking your views.

#### ***Single out-swing / in-swing doors***

Phantom's retractable door screen complements any in-swing or out-swing door. Mounted on the inside or outside of the door frame, the Phantom Screen does not interfere with the door's operation. Designed to blend seamlessly with the door frame, this retractable screen solution provides insect protection, and a clear view inside and out.

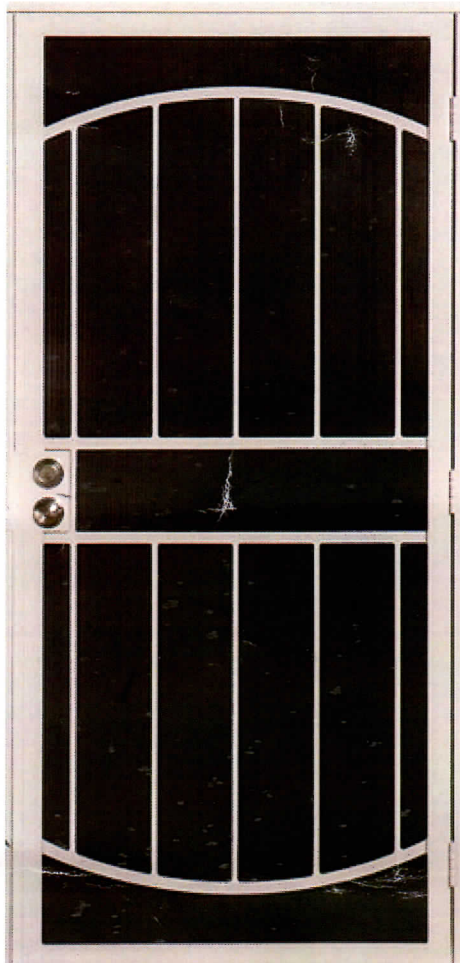


**HO'ONANEA AT LAHAINA**

***APPROVED SCREEN DOOR OPTION #3***

***GATEHOUSE 36" WHITE GIBRALTER SECURITY DOOR***

***ITEM # 62361 ~ MODEL #28180302***



***AVAILABLE AT:***



# ASSOCIATION OF APARTMENT OWNERS OF HO'ONANEA AT LAHAINA

c/o Hawaiiana Management Company Limited

140 Hoohana Street, Suite 208, Kahului, HI 96732

Phone: (808) 270-3218 Fax: (808) 873-7423 Email: [massyc@hmcmt.com](mailto:massyc@hmcmt.com)

## OWNER / RESIDENT REGISTRATION FORM

*INSTRUCTIONS: Please complete this form and submit to Hawaiiana Management Company Ltd immediately either by regular mail, fax, or email. Completion of this form is required by Hoonanea at Lahaina Community Rules. Landlords must submit a completed form within seven (7) days of the start of lease. The information you will provide will only be used to contact you and / or your representative and will not be shared to anyone without your consent.*

UNIT NO: \_\_\_\_\_

PARKING STALLS NO: \_\_\_\_\_

Check One: Owner ☐ Renter ☐

RESIDENT(S)' NAME/CONTACT NUMBER	1)
List All Residents in the Unit Including Children	2)
	3)
	4)
	5)
MAILING ADDRESS:	
HOME PHONE:	
Primary Contact's WORK PHONE:	
Primary Contact's EMAIL ADDRESS:	
Primary Contact's CELL PHONE(S):	
EMERGENCY CONTACT: NAME/PHONE NUMBER	

IF THIS UNIT IS RENTED, PLEASE PROVIDE RENTAL AGENT'S INFORMATION: *(Note: Hawaii Law requires off-island owners to designate a local agent. A non-licensed agent may represent only one Owner)*

NAME OF APARTMENT OWNER:	
COMPANY NAME:	
CONTACT PERSON: (Local Agent)	
COMPANY ADDRESS:	
PHONE / FAX / CELL #:	
EMAIL ADDRESS:	



VEHICLE (if Unit is rented, please complete this with Tenant's Vehicle Information)

LICENSE NUMBER:	
MAKE / MODEL:	
COLOR / YEAR:	

VEHICLE (if Unit is rented, please complete this with Tenant's Vehicle Information)

LICENSE NUMBER:	
MAKE / MODEL:	
COLOR / YEAR:	

PETS (if Unit is rented, please complete this with Tenant's Pets Information)

TYPE BREED LICENSE NUMBER OR ID	
PET'S NAME AGE / DESCRIPTION ESTIMATED WEIGHT at MATURITY	
PET HEALTH CERTIFICATE ISSUED BY: VETERINARIAN: ADDRESS: PHONE:	

**COMMUNITY RULES (PET POLICY):** Are you the owner of Record? \_\_\_\_\_

If not, a letter from the owner of record authorizing you to keep a pet must be attached.

**Owner(s) and Tenant(s) understand the House Rules pertaining to pets and agrees to fully comply.**

**EMAIL ADDRESS:** By providing email address, Owner(s) and Tenant(s) authorizes the Lahaina AOA to send Non-Standard or Non-Mandatory Notices such as forms, statements, and/or urgent notices that involve your units. Additionally, the Association will communicate information/updates to members.

**COMMUNITY RULES.** The undersigned Owner(s) or Tenant(s) has (have) received a copy of the Community Rules for Hoonanea at Lahaina AOA and hereby agree to abide by them and ensure that visitors/guests abide by them too. Failure of an Owner or Tenant to abide by the Community Rules may result in fines and grounds for tenant's eviction. Failure to complete this form in its entirety is a violation of the Community Rules.

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

HOME OWNERS ASSOCIATION  
HO'ONANEA AT LAHAINA

**TEMPORARY GUEST OVERNIGHT PARKING PERMIT**

HO'ONANEA UNIT # \_\_\_\_\_

NAME OF OWNER/APPLICANT: \_\_\_\_\_

TELEPHONE/MOBILE NUMBER: \_\_\_\_\_

COLOR/MAKE/MODEL OF CAR: \_\_\_\_\_

LICENSE PLATE NUMBER: \_\_\_\_\_

TEMPORARY PARKING PERMIT IS GRANTED TO USE (INDICATE TIME AND DATE):

VISITOR PARKING STALL: \_\_\_\_\_ DESIGNATED GUEST PARKING ONLY

**FROM:** \_\_\_\_\_

**UNTIL:** \_\_\_\_\_

This Permit does not guarantee Guest Parking Stall during the day.

The applicant acknowledges that he/she must abide by all the parking rules of Association of Home Owners of Ho'onanea at Lahaina; that use of this temporary GUEST OVERNIGHT PARKING PERMIT is temporary, is a privilege and may be revoked at any time. This parking permit must be displayed conspicuously on the dashboard of the vehicle for the entire duration of the permit. This vehicle will be towed at Owner's expense on the last day of the permit without further notice.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date Signed

APPROVED BY:

\_\_\_\_\_  
Management of Board Member

\_\_\_\_\_  
Date Signed