

POLYNESIAN SHORES
HOUSE RULES
Revised October 2009

1. Sidewalks, stairways and lanais shall not be used in any manner that will limit ingress or egress from any apartment, or detract from the appearance or décor of the project as a whole.
2. No occupant or guest shall make or permit any disturbing noises, interfere with the comfort of others on the premises; or permit anything to be done that will interfere with the rights, comfort or convenience of the other occupants.
3. No rugs or furnishings of any kind shall be beaten or shaken on the lanais or walkways. Nothing shall be swept, thrown or emptied from the doorways, windows or lanais, nor shall anything be hung from the windows or walkways. Only appropriate outdoor lanai furniture and plants, of reasonable size and properly contained will be allowed on the lanai.
4. Water closets, sinks and tubs shall not be used for any purpose other than that for which they were constructed. No sweepings, rubbish, rags, paper napkins, ashes or other foreign substances shall be thrown therein. Any damage and/or blockage resulting from their misuse shall be paid for by the occupant who shall cause or permit it.
5. The cost to repair any damage to the buildings and/or common elements, caused by the moving of articles therein, shall be paid for by the owner or person in charge of such articles.
6. No pets of any kind shall be allowed or kept in any part of the project. (Amendment to the By-Laws, adopted June 1, 1984).
7. No person, other than those properly designated by the Board, shall alter in any manner, any portion of the common elements such as but not limited to lighting, plumbing, irrigations, landscaping, and the like.
8. No signs, nameplates, shades, awnings or window guards shall be used except as shall be installed or approved in writing by the Board. Doorbell devices, and/or a peephole viewer may be installed. Sun reflecting material, "sun shade" or its equivalent may be installed in sliding screen doors, on sliding glass doors or on stationary glass to prevent excessive sun glare. Windows, glass panels and doors will have coverings. All drapes, lanai window covering or door decorations, visible from outside the building shall conform in color and appearance with standards set by the Board. Green carpet is approved for lanais, white drapery backing is approved for windows. Patios may be painted uniform color at owner's expense, color to be determined by Board of Directors.
9. No radio, T.V., Satellite Dish or aerial connection shall be installed on the outside of any apartment without written consent of the Board.
10. Unless the Board gives advance written consent, in each and every instance, occupants will not install or operate any machinery, refrigerating or heating devices. Occupants will not use or permit to be brought into the premises or building, any flammable oils or fluids such as

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gasoline, similar volatiles, other explosives or materials deemed hazardous to life, limb or property.

11. Stairwell windows, through exterior wall to upstairs loft, must conform to exact locations and materials specified by the Board.
12. No guns, sling shots, or other similar devices shall be used in any manner on or from the premises.
13. Bar-b-queing is prohibited in ANY area on the premises, other than at a specified area by the ocean deck.
14. Washers and dryers are to be used only during the hours that are posted in the washroom area.
15. Each apartment has one assigned parking stall, which is designated by number. There is NO additional parking available except as provided in Polynesian Shores additional Parking Policy adopted October 23, 2004. Vehicles must be parked head first into the stall. Guests and second cars must comply with this adopted policy.
16. The use of bicycles, skate boards, wagons and similar devices is not permitted within the property.
17. Climbing on trees or shrubbery is not permitted within the property.
18. NO NUDITY in any common area or exposure of nudity to the public is permitted.
19. Visitors are not allowed to use the pool or other facilities unless they are accompanied by an owner, tenant, or renter.
20. Courtesy quiet hours are from 10:00 p.m. to 8:00 a.m. on all Polynesian Shores property including the parking lot.
21. **Construction activity/noise is permitted only between 9:00 a.m. to 5:00 p.m. Monday thru Saturday. Construction is prohibited on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and Veteran's Day. (note: only emergency construction will be the exception for work performed on these days)**
22. Any complaints and/or suggestions are to be made in writing and given to the Board of Directors c/o Managing Agent.
23. The Resident Manager has the responsibility and authority to enforce the HOUSE RULES.

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24. Any violation of the House Rules will be subject to the following procedure by the Board of Directors.

- a) Written notice of the violation.
- b) A \$50.00 fine for the second violation.
- c) A fine of \$100.00 for all subsequent violations of the same nature.
- d) This fine schedule does not apply to the solicitation rule.

Such fines will be collected by the Managing Agent and be deposited into the general funds of the AOA. Any unpaid fines shall constitute a lien against the apartment. The Resident Manager has been empowered to act as the agent of the Board of Directors in the enforcement of these rules.

25. No solicitation of ANY KIND will be permitted anywhere on Polynesian Shores property. Anybody found to be in violation by the Board of Directors will be subject to the following Procedure:

- a) Written notice to cease solicitation within (72) hours of receipt of this notice.
- b) Second violation shall be a fine of \$250.00.
- c) A fine of \$500.00 for all subsequent violations of the same nature.
- d) Any unpaid fines shall constitute a lien against the apartment.

Your cooperation is requested and it is the responsibility of the Resident Manager to see that all abide by these rules.

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE JUN 19 2008 TIME 08:02

DOCUMENT NO. 2008-099524

Return by: Mail ☐ Pickup ☒ To:

NEELEY & ANDERSON LLP

A Limited Liability Law Partnership

Joyce Y. Neeley (3134-0)

733 Bishop Street, Suite 2301

Honolulu, Hawai'i 96813 (808) 536-8177

**AMENDMENT TO THE DECLARATION OF HORIZONTAL PROPERTY REGIME
OF POLYNESIAN SHORES**
(Condominium File Plan No. 230)

WHEREAS, Polynesian Shores ("the Project") was created by Declaration of Horizontal Property Regime recorded on May 26, 1972 in the Bureau of Conveyances of the State of Hawai'i in Liber 8330 at Page 257; and

WHEREAS, said Declaration, as amended (hereinafter referred to as the "Declaration"), provided for the organization of the ASSOCIATION OF APARTMENT OWNERS OF POLYNESIAN SHORES (hereinafter referred to as the "Association") and established By-Laws therefor, which said By-Laws were attached to the Declaration and incorporated therein by reference; and

WHEREAS, §514B-23, Hawai'i Revised Statutes, provides that: "(a) the declaration, bylaws, condominium map, or other constituent documents of any condominium created before July 1, 2006 may be amended to achieve any result permitted by this chapter, regardless of what applicable law provided before July 1, 2006," and "(b) an amendment to the declaration, bylaws, condominium map or other constituent documents authorized by this section may be adopted by the vote or written consent of a majority of the owners;" and

WHEREAS, at the October 20, 2007 annual meeting of the Association a majority of the owners voted to amend the Declaration to incorporate provisions of Chapter 514B, Hawai'i Revised Statutes, as hereinafter set forth;

NOW, THEREFORE, the Declaration of Polynesian Shores is hereby amended as follows:

1. Paragraph C of the Declaration is amended to read as follows:

C. Easements. In addition to any easements hereby established in the limited common elements, the apartments and common elements shall also have and be subject to the following easements and rights:

(a) Each apartment shall have appurtenant thereto non-exclusive easements in the common elements designed for such purposes as ingress to and egress from utility services for and in support of such apartment; in the other common elements for use according to their respective purposes, subject always to the exclusive use of the limited common elements as provided herein; and in all other apartments of its building for support. Each apartment owner may use the common elements in accordance with the purposes permitted herein, subject to:

(1) The rights of other apartment owners to use the common elements;

(2) Any owner's exclusive right to use of the limited common elements as provided herein;

(3) The right of the owners to amend the Declaration to change the permitted uses of the common elements; provided that subject to subsection 514B-140(c), Hawaii Revised Statutes:

a) Changing common element open spaces or landscaped spaces to other uses shall not require an amendment to the Declaration; and

b) Minor additions to or alterations of the common elements for the benefit of individual apartments are permitted if the additions or alterations can be accomplished without substantial impact on the interests of other owners in the common elements, as reasonably determined by the Board;

(4) Any rights reserved herein to amend the Declaration to change the permitted uses of the common elements;

(5) The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements that the Board determines are not actually used by any of the apartment owners for a purpose permitted in the Declaration. Unless the lease is approved by the owners of at least sixty-seven per cent of the common interest, the lease shall have a term of

no more than five years and may be terminated by the Board or the lessee on no more than sixty days prior written notice; provided that the requirements of this paragraph shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by section 514B-140(d), Hawaii Revised Statutes; and

(6) The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those common elements that the board determines are actually used by one or more apartment owners for a purpose permitted in the declaration. The lease or use shall be approved by the owners of at least sixty-seven per cent of the common interest, including all directly affected apartment owners that the Board reasonably determines actually use the common elements, and the owners' mortgagees; provided that the requirements of this paragraph shall not apply to any leases, licenses, or other agreements entered into for the purposes authorized by section 514B-140(d), Hawaii Revised Statutes;

(b) If any part of the common elements now or hereafter encroaches upon any apartment or limited common element, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event any apartment building shall be partially or totally destroyed and then rebuilt, minor encroachments of any part of the common elements due to construction shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist.

2. Paragraph O of the Declaration is amended to read as follows:

O. Amendment. Except as otherwise provided herein or in the Condominium Property Act, this Declaration may be amended by approval of sixty-seven per cent (67%) of all apartment owners and shall be effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such owners or by the proper officers of the Association.

Notwithstanding the foregoing and notwithstanding the issuance of ground lease by the Owners and conveyance of apartments by Developers, the Owners or the Developers may amend this Declaration to: (i) file the "as built" verified statement (with plans, if applicable) required by Section 514-13, Hawaii Revised Statutes, (1) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built, or (2) so long as any plans filed therewith involve only immaterial changes to the layout, location, apartment numbers, or dimensions of the apartments as built.

In all other respects the Declaration, as amended, is hereby confirmed and shall be binding upon and inure to the benefit of owners and their respective successors and permitted assigns.

The undersigned officers of the Association hereby certify that the foregoing Declaration amendment was duly adopted at the October 20, 2007 annual meeting of the Association by the vote of a majority of the owners.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 5th day of June, 2008.

ASSOCIATION OF APARTMENT OWNERS
OF POLYNESIAN SHORES

By: Beth Zeigler

TYPE NAME: Beth Zeigler

TYPE TITLE: President

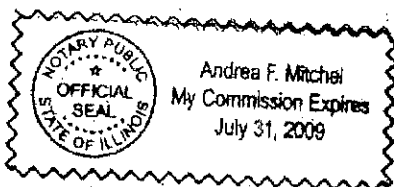
By: Phyllis Pierce

TYPE NAME: Phyllis Pierce

TYPE TITLE: Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On this 14th day of MAY, 2008, before me personally appeared Beth Zeigler, to me personally known, who being by me duly sworn, did say that she is the PRESIDENT of the ASSOCIATION OF APARTMENT OWNERS OF POLYNESIAN SHORES and that said instrument signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association.



Andrea F. Mitchell
(Signature)
Andrea F. Mitchell
(Printed or Typed Name)

Notary Public, State of ILLINOIS
My commission expires: 7/31/2009

STATE OF WISCONSIN)
) SS.
COUNTY OF Dane)

On this 5 day of June, 2008, before me personally appeared Phyllis Berce, to me personally known, who being by me duly sworn, did say that she is the Secretary of the ASSOCIATION OF APARTMENT OWNERS OF POLYNESIAN SHORES and that said instrument signed in behalf of said Association by authority of its Board of Directors, and that said officer acknowledged said instrument to be the free act and deed of said Association and that the Association has no seal.

Polynn Olson
(Signature)
Polynn Olson
(Printed or Typed Name)

Notary Public, State of WISCONSIN
My commission expires: 10-5-2008

POOL RULES/TIKI DECK

Revised: 10/88

1. All persons using the pool do so at their own risk. Owners and Management are not responsible for accidents or injuries. There is NO life guard on duty.
2. Pool is only for tenants, owners and their escorted guests.
3. Glass containers may not be used around the pool area.
4. Meals, (e.g. sandwiches, breakfast, lunch or dinner) are not to be eaten around the pool area. (Pupus excepted)
5. Running, horseplay or unnecessary noise is not permitted at any time.
6. Radios, recorders or similar devices may not be audible and must be used with head phones. No radios or other electrical equipment, shall be plugged into electrical outlets in the pool area.
7. Please rinse off sand and/or suntan lotion before entering pool.
8. Swim masks and snorkel tubes may be used in the pool, but scuba equipment and fins are prohibited.
9. With the exception of individual life preservation devices, rafts, boats and/or other types of floats are not permitted in the pool.
10. Pool furniture must not be removed from the pool area.
11. Children under the age of 12, must be accompanied by an adult.
12. Pool hours are from 8:00 a.m. to 9:00 p.m.
13. Management has the right to deny the use of the pool to anyone at anytime.
14. The deck and the barbeques are for the use of everyone residing at Polynesian Shores.
15. It shall be the responsibility of each user to turn off BBQs after each use and put the lid down.
16. It shall be the responsibility of each user to place his own trash in conveniently located waste containers.
17. The deck may be available, on a private basis and for a limited time, for certain activities such as weddings and/or other similar type occasions. A reservation must be confirmed with the management prior to the requested date, for a private party. A clean up deposit may be required as a condition of approval of the request for such private use.