

## **Ke Aina Kai**

### **House Rules**

These House Rules apply to all Owners, tenants, guests, invitees, and licensees using the Ke Aina Kai subdivision.

#### **General**

**Purpose:** The purpose of these House Rules is to protect all Owners and other Occupants from annoyance and nuisance created by improper use of the Ke Aina Kai subdivision (project) and also to protect the reputation and desirability of the Project by providing for the enjoyment, comfort and security of its Occupants. The provisions of these House Rules shall apply to all Units in the project.

**Enforcement:** The Board of Directors (the Board) of the Ke Aina Kai Community Association (the Association) shall be responsible for enforcing these Rules. The Board may delegate this responsibility to the Managing Agent of the project. All Owners, tenants, guest, invitees, licensees, and other persons using the project (collectively referred to as "Occupants") must obey these House Rules.

**Conflicts:** These House Rules supplement but do not change the obligations of the Occupants contained in the following documents: a) the Declaration of Covenants, Conditions and Restrictions for Ke Aina Kai (the Ke Aina Kai CCRs) or b) the Declaration of Covenants, Conditions and Restrictions for Ocean Pointe (Residential) (the Ocean Pointe CCRs) as well as the Design Guidelines referenced in Article VII thereof (the Design Guidelines) (collectively the Ke Aina Kai Documents). If any part of these House Rules conflict with any of the provisions of the Ke Aina Kai Documents, the Ke Aina Kai Documents will govern that matter.

**General Provisions:** The Board may make other rules and regulations or amend these House Rules if Necessary or desirable.

#### **Occupancy and Use**

**Use of Units:** The units may be used for residential purposes only. The units may not be used for transient or hotel purposes.

**Activities Prohibited:** No person shall undertake any activities that would result in a violation of any provision of the Ke Aina Kai CCRs.

**Responsibility of Owners for Conduct of Others:** All Occupants (Owners, tenants, guests, invitees, and licensees) and their family members must abide by these House Rules. Owners are responsible for the conduct of their tenants, guest, invitees, and licensees. Upon receipt of a notice from the Board or Managing Agent, the Owner must immediately abate and remove, at the Owner's expense, any structure, thing, or condition

that any Occupant is using, causing, or has built in the project which causes a nuisance or other violation of these House Rules. If an Owner can not control the conduct of any Occupant, such Owner shall, upon request of the Board or Managing Agent, immediately remove such Occupant from the premises, without compensation from the Association, Board or Managing Agent for lost rental or profits or any other damage resulting there from. If an Occupant causes damage to the Common Areas or to the property of another, the Owner shall be responsible for the expense of repairing such damage.

## **Pets**

***Number and type:*** An Owner may raise, keep and maintain only such number and type of generally recognized domestic house pets as are permitted under Article VIII of the Ke Aina Kai CCRs.

***Common Areas:*** Pets are permitted in those portions of the Common Areas designated by the Association for such purpose, provided they are carried or confined to a leash held by a responsible person at all times. Pets may not roam the Common Areas unattended at any time.

***Responsibility:*** Occupants are responsible for ensuring that their pets do not make excessive noise and for immediately cleaning up any mess made by their pets. Occupants shall be responsible for any damage caused by their pets.

***Ejectment:*** Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any other Occupant may be ejected from the project on the demand of the Managing Agent or the Board. However, the Board, in its sole discretion, may give the pet's Owner an opportunity to remedy the situation short of ejectment.

***No Liability on the Board, Association or Managing Agent:*** In no event shall the Board, the Association, nor the Managing Agent be deemed liable for any loss, damage or injury to person or property caused by or arising in connection with any Owner's or Occupant's pet or other animal. By acquiring an interest in a unit in the project, each Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such Owner's or Occupant's pet or other animal.

***Fences:*** The location, design, color or height of any fence may not be altered or moved by any Occupant, except as otherwise specified in the Design Guidelines. The Owners of single family units shall maintain all fences in accordance with the Ke Aina Kai CCRs. The Owners of townhome units shall maintain all fences in accordance with that Unit's respective Declaration of Condominium Property Regime.

***Yard Area:*** The Owner of a single-family unit shall be responsible for the initial landscaping of the rear yard and for maintaining all yard areas in accordance with the Ke Aina Kai CCRs. The Owner of a townhome unit shall be responsible for the initial landscaping of the rear yard and for maintaining such rear yard in accordance with the

unit's respective Declaration of Condominium Property Regime. Notwithstanding the above, the Owner must not conduct any activities upon any yard area in such a manner as to alter the grade level, except as may otherwise be provided under the Design Guidelines with the approval of the DRC.

***Alcoholic Beverages:*** The consumption of alcohol shall be limited to the units and to such other places and times as specified by the Association.

## **Boats**

***Parking:*** Boat parking is permitted only on parking pads located within the rear yard of an Owner's unit provided that such boats (as trailered) shall be limited to an overall maximum height of 10 feet and an overall maximum length of 20 feet. Notwithstanding the foregoing, the towing of boats through any service lane shall only be permitted if the can be safely towed without causing damage to persons or property and the Owner or Occupant uses due care and diligence to prevent any damage to any unit or the common areas.

***Use of Boats:*** All repairs and wash downs of boats shall be conducted in such a manner so as to minimize the disturbance of other Owners or Occupants within the project.

***Signs:*** No customized mailboxes or address signs are permitted except as otherwise permitted by the Design Guidelines.

***Fireworks:*** Fireworks may only be used in the rear yards of the units and only in compliance with applicable laws.

***Barbecues:*** Except as to those places expressly designated by the Association, barbecuing and hibachis shall be limited to the rear yard area of each lot.

***Washing of Vehicles:*** All washing of vehicles within the Project shall be subject to the following guidelines:

1. All washwater should be directed to planted areas and allowed to percolate into the ground. Water should be conserved by using a bucket and not letting the water run continuously.
2. If runoff can not be directed to a planted area, washing should occur in open areas such as parking areas and driveways which flow directly to a street or alleyway.
3. Vehicles should be washed using plain water without soaps or detergents. Detergents should be used sparingly, and should contain little or no phosphates. Using only the amount necessary to loosen soil. A rule of thumb is to use no more cleaner than can be rinsed using a five gallon bucket of rinse water.
4. Leftover soapy water (in a bucket) should be disposed of in a toilet or sink, not on the driveway, street or alleyway.

5. Vehicles may be washed on city streets if the use of water is kept to a minimum, and washing does not create a nuisance or traffic hazard.

***Flammable or Hazardous Activities and Substances:*** No flammable or hazardous activities shall be engaged in and no flammable or hazardous substances shall be introduced into or manufactured within any Unit or the Common Areas which might result in the violation of any law or in the cancellation of the insurance or increase in the insurance rate on the Common Areas of the project.

***Trash Disposal:*** Waste, such as food, must be disposed of through the garbage disposer, whenever possible. Occupants must place household trash in plastic trash bags and in designated receptacles. Trash receptacles must be kept in an area not visible by the public or adjacent units, with the exception that they can be placed in the service lanes from the night before the garbage is to be picked up until a reasonable time after the garbage has been picked up.

***Tents and Temporary Structures:*** Owners or Occupants shall not place upon a unit or any part of the project any tent or any structure of a temporary nature. Notwithstanding the foregoing, party tents, tarps and temporary structures are permitted upon a unit provided that the owner shall not continue to use the structure beyond the special event for which it is planned and shall remove the tent or temporary structure within forty-eight hours following the conclusion of such special event. Placement of any such structure on any Unit for any purpose longer than four days may require application and approval from the DRC or the Board and may be subject to such additional regulations as may be provided in the Design Guidelines.

### **Use of Common Areas**

***Restrictions on Use:*** All Common Areas shall be used only for their respective purposes as designated in the Ke Aina Kai CCRs.

***Service Lanes, Driveways and Roadways:*** All service lanes, driveways and roadways must not be obstructed or used for any recreational purposes or any purpose other than ingress or egress.

### **Mini-Parks**

***Pets:*** Pets are permitted in the mini-parks, provided they are carried confined on a leash, and are immediately cleaned up after by a responsible person at all times. Pets may not roam anywhere within the mini-parks unattended at any time.

***Activities:*** No activities are permitted within the mini-parks that would cause a nuisance or an unreasonable interference with or unreasonable annoyance to the peaceful possession or proper use of the mini-ark by any other occupant.

**Hours of Use:** The Board may regulate the hours of use of the mini-parks by the adoption of rules from time to time.

**Playground Equipment:** All playground equipment shall be used in accordance with such rules as may be adopted by the Board from time to time.

**Children:** Children under the age of twelve shall at all times be accompanied by and supervised by a responsible adult.

### **Pedestrian Pathways**

**Vehicles:** No bicycles, motorized vehicles such as motorcycles, or mopeds or any other vehicles are permitted within the pedestrian pathways.

**Graffiti:** No owner or occupant may in any manner place any graffiti or otherwise deface any portion of the pedestrian pathway.

### **Parking and Automobiles**

**Operation of Vehicles:** All vehicles, including , but not limited to automobiles, trailered boats, motorcycles, mopeds, and bicycles, must be kept within the roadways, driveways, service lanes, and parking areas of the project.

**Speeding:** Vehicles shall not be driven at speeds in excess of five miles per hour on any driveway, parking area or service lane.

**Traffic Signs:** Drivers shall observe all traffic signs, exercise extreme caution for safety of pedestrians, and operate their vehicles quietly.

**Guest Parking Stalls:** Unless otherwise specified, guest parking stall shall be reserved exclusively for the use of guests of the townhome units only, and not by any owner or occupant of the single family units.

**Violations and Enforcement:** Notwithstanding any provision herein to the contrary:

Any improperly parked or stored vehicle within the project may be towed away by the Association at the expense of the owner of such vehicle, and each owner shall be responsible for the payment of the towage charge for any person using the project by, through or under such owner.

Any owner who improperly uses a garage, parking stall, or parks a vehicle on the common areas, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such owner shall be subject to a fine for each offense in an amount determined by the Board.

**Camping:** No camping or use of tents on the common areas is allowed at any time, unless otherwise specified by the association.

**Trees and Other Landscaping:** No owner or occupant shall disturb, cut, trim, damage or remove any of the trees located in the landscaped areas within any dedicated roadways or parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the common areas of the project.

**Liability for Damage:** Each owner shall be liable to the association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage or destruction of the common areas or to the property of another, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.

#### MISCELLANEOUS

**Association Disclaimer of Liability:** All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, its officers, directors, agents and employees shall not be liable in any manner whatsoever for loss of or damage to any personal property of, injury to, or death of, any person whether such loss, damage, injury, or death occurs in a unit or in the common areas of the project.

**Deliveries:** The Association, its officers, directors, employees, and agents shall be liable for loss of or damage to packages or other deliveries or for any article or for any personal property of an occupant placed in, left at, outside of, or about the unit, lot or common areas.

**Loss of Personal Property:** The Association shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the Common Areas, or any area of the Units or buildings.

**Appointment of Local Agent:** If an owner's residence is outside the State of Hawaii, or if the owner is absent from the unit for more than thirty days, the owner must designate a local agent to represent the owner's interest. Non-resident owners must file with the Board their out-of-town address and telephone number, and the address and telephone number of their local agent.

**Registration of Occupants:** Owners, their tenants or lessees, and other occupants who occupy any unit for a period of seven calendar days or longer, must file their name, address and phone number and signature with the Board upon purchasing and/or taking occupancy of the unit, and must furnish the Board with any other reasonable information as requested from time to time.

**Maintenance Employees of the Association:** Maintenance employees of the Association are under the sole direction of the Board. During prescribed hours of work they may not

be diverted to the private business or employment of any occupant. Occupants may not ask maintenance employees to leave the common areas.

***Compliance with Laws: Ke Aina Kai Documents:*** Occupants must observe all laws, ordinances, rules and regulations existing now or in the future of any governmental authority and shall at all times comply with the provisions of the Ke Aina Kai documents.

***Copies of House Rules:*** Copies of the house rules shall be provided to an owner upon such owner's request, provided that such owner pay a reasonable fee for duplicating, postage, stationary, and other administrative costs associated with handling the request.

***Lockout:*** The Association is not responsible for lockouts or for providing the Apartment owners with any extra sets of keys for their units.

## VIOLATION AND ENFORCEMENT OF THESE RULES

### **Reporting Violations and Damages**

***Reporting of Violations:*** The Board shall take all corrective actions regarding violations of these house rules and damages to the common area. Residents should promptly report to the Board any violation of the Ke Aina Kai CCRs or House Rules.

***Damages to Common Areas:*** The Board shall survey damages to common areas and determine the repair or replacement costs, and all such costs, including legal fees, may be assessed by the Board against the person or persons responsible, including owners.

***Costs of Enforcement:*** All costs of enforcing the above provisions, including reasonable attorneys' fees, incurred by or on behalf of the Association, shall be promptly reimbursed by the owner and/or occupant in violation of the Ke Aina Kai CCRs and/or House Rules.

***Monetary Fines:*** The Board of Directors may impose reasonable monetary fines upon any owner, occupant or other person who fails to rectify a Ke Aina Kai CCRs or House Rules violation within a reasonable time after receiving notice of such violation.

***Penalties:*** In addition to or in lieu of monetary fines, the Board of Directors may impose reasonable penalties, including but not limited to the removal of privileges.

## AMENDMENTS

These house rules may be, amended upon the majority vote of the Board at a duly called meeting of the Board.

# **ASSOCIATION OF OWNERS OF OCEAN POINTE RESIDENTIAL COMMUNITY ASSOCIATION**

## **RULES AND GUIDELINES GOVERNING THE PLACEMENT OF PHOTOVOLTAIC DEVICES**

In accordance with Hawaii Revised Statutes § 196-7, the Ocean Pointe Residential Community Association Board of Directors hereby adopts the following Rules and Guidelines (these “Rules”) relating to the placement of photovoltaic devices, which shall be applicable to each and every community parcel or Sub-Association within Ocean Pointe Residential Community Association. These Rules shall be enforced by the Ocean Pointe Residential Community Association (the “Association”), acting by and through its Board of Directors, and are intended to supplement the existing “Community Design Objectives” and/or the “Design Guidelines”.

### **A. General Provisions**

1. These rules and guidelines are intended to maintain, to the greatest extent possible, the uniform appearance of the exterior of the buildings, and to insure that the placement of photovoltaic devices does not jeopardize the soundness or safety of the buildings, reduce the value thereof, impair any easement or hereditament, and/or detract from the appearance of the project. These rules and guidelines are not intended to unduly or unreasonably restrict the placement of a photovoltaic device so as to render the device more than twenty-five per cent less efficient or to increase the cost of the device by more than fifteen per cent (“Acceptable Performance”).
2. No photovoltaic device may be placed on a common or limited common element by an Owner without first obtaining the written consent and approval of the Ocean Pointe Residential Community Association Design Review Committee (“DRC”). In general, the installation of a photovoltaic device should be integrated into the architecture and design of building so that the photovoltaic device is as visually unobtrusive as possible. The DRC will determine the proper layout with the photovoltaic contractor to make sure fair consideration is given to each Owner for the location of the photovoltaic panels.
3. Any request for placement of a photovoltaic device on a common or limited common element by an Owner shall be submitted to the DRC at least thirty (30) days prior to installation. Designs submitted shall be in blue print format, from the Engineer in charge or designer of the project, showing the exact placement of the panels. Schematic drawings should include the proposed location of conduit to and from the panels, disconnect box, meter, central inverters and sub panels, if applicable.
4. If a photovoltaic device can attain Acceptable Performance from more than one location, the photovoltaic device should be installed in the location that is least visible from the streets of Ocean Pointe, and may not be installed on any roof line area directly above the front entrance of the Unit.



5. All pipes/conduits or other parts of the photovoltaic device that must be installed on the walls of the building shall be painted to match the color of the existing walls and placed in the locations on the walls that are least visible from the streets of Ocean Pointe, and all parts of the device installed on the roof must, to the maximum extent compatible with the technology, be of a color similar to the color of the roof shingles, and if said similar color is not available, then the panels shall be black.
6. No reflective finishes shall be used on the exterior of any building visible from the street.
7. The configuration and installation of the photovoltaic device must be designed and certified by a professional or professionals licensed by the State of Hawaii for such work.
8. The design for the configuration and installation also must be certified to the Owner and the Association by a structural engineer licensed by the State of Hawaii, which certification shall include that the device shall be able to withstand strong winds, that it is secured firmly to the roof in accordance with applicable building codes, and that the structure to which the device is attached shall be capable of supporting the weight of the device and all wind and other forces that can be anticipated to bear upon the structure following installation of the device.
9. The photovoltaic device must be placed a safe distance from the edge of the roof and must be parallel to the roof or at the smallest angle of deviation from the slope of the roof that will afford Acceptable Performance. The highest point of the photovoltaic device located on a sloped roof must not be higher than the top of the ridge of the roofline.
10. It is the owners' responsibility to address how the photovoltaic will be maintained, including testing and cleaning of the device and the surrounding roof and prevention of accumulation of leaves and other debris around and beneath the device.
11. If Acceptable Performance of the photovoltaic device requires removal or trimming of trees that the Association otherwise would remove or trim, the work shall be performed by persons hired by the Association, at the cost of the Owner, including costs of obtaining the advice of one or more expert arborists and obtaining any permits required for the work. The Association shall not be required to remove or excessively trim any trees if the removal or trimming would violate any laws or regulations or detract from the appearance of Ocean Pointe.
12. If any of the provisions herein is determined by the photovoltaic device contractor as rendering the device more than twenty-five per cent less efficient or increasing the cost of the device by more than fifteen per cent, then upon request by said contractor, an exception to these Rules and Guidelines would be reviewed by the DRC for a variance.

B. Rules Specific to Types of Units

1. Single Family Home

- a. The disconnect box must be installed next to the meter.
- b. The conduit for the disconnect box should run along the trim, corner board or gutter of the Unit. If the conduit run is not feasible, then a straight run to the disconnect box would be reviewed for a variance.
- c. The inverter should be installed at a height from the ground so that it is not visible from the street or over the fence line. The inverter must meet the codes and regulations of the City and County of Honolulu and HECO. All conduits must run along the trim, corner board or gutter of the Unit. If conduit run is not feasible, then a straight run to the inverter/disconnect would be reviewed for a variance.
- d. All conduits should be painted to match the body of the Unit. The conduit may not be covered with a gutter like material.
- e. The disconnect box, inverters and sub panels should be painted to match the body of the home. The paint must meet the code and regulations of the City and County of Honolulu and HECO.

2. Townhomes with an Attached Garage

- a. The disconnect box for townhouse units with an attached garage and no back yard, is required to be located next to the garage roll-up door in the alleyway.
- b. The disconnect box is not allowed in the front porch area.
- c. No conduit may be visible from the exterior of the building.
- d. Micro invertors shall be installed whenever possible.
- e. The disconnect box should be painted to match the color of the body of the building. The paint must meet the code and regulations of the City and County of Honolulu and HECO.
- f. All portions of the photovoltaic device installed on the roof of the Unit must be installed on the portion of the roof that is directly above the Owner's own Unit, and may not be installed within six (6) inches of the boundary of the Unit's roof which is adjacent to another Unit. No portion of the device may encroach in any manner on the roof area located above another Unit.

3. Townhomes with a Detached Garage

- a. The disconnect box shall be installed on a separate structure to be constructed on the common elements landscaping area next to the meter room. See Appendix A for specification of frame.
- b. The first Unit to install a photovoltaic device shall bear all costs of building the structure and the conduit leading to the structure. Thereafter, every Unit that installs a photovoltaic device shall pay to the Association its proportionate share of the structure and conduits, which shall be reimbursed to the first Unit Owner (i.e., Unit 1 pays for entire structure and conduit leading to the disconnect box; Unit 2 pays 50% of the cost of the structure and conduit to the Association, which reimburses same to Unit 1; Unit 3 pays 33.33% of the cost of the structure and conduit to the Association, which reimburses Units 1 and 2 so that each unit has paid one-third of the cost, and so on).
- c. The conduit for the disconnect box should run along the trim, corner board, eave or gutter of the Unit. If the conduit run is not feasible, then a straight run to the disconnect box would be reviewed for a variance
- d. Micro invertors shall be installed whenever possible.
- e. When installation of micro inverters is not possible, the central invertors shall be mounted on the wall of the Unit in the Unit's enclosed back yard.
- f. The inverters and sub panels should be painted to match the body of the building. The paint must meet the code and regulations of the City and County of Honolulu and HECO.
- g. All portions of the photovoltaic device installed on the roof of the Unit must be installed on the portion of the roof that is directly above the Owner's own Unit, and may not be installed within six (6) inches of the boundary of the Unit's roof which is adjacent to another Unit. No portion of the device may encroach in any manner on the roof area located above another Unit.

#### C. Procedure

1. A request for installation of any photovoltaic device must be submitted to the DRC on in writing and, except to the extent inconsistent with the provisions of these Rules and Guidelines, shall be subject to all of the general requirements herein, and as contained in the "Community Design Objectives" and/or the "Design Guidelines". A complete proposal must be submitted at least thirty (30) days prior to the date that installation of the device is intended to commence.

2. In as much as each photovoltaic device installed at Ocean Pointe will be installed on a common element or limited common element, the Owner must first obtain the written consent of the DRC; provided that such consent shall be given if the Owner satisfies all other conditions of these Rules and Guidelines and agrees in writing to: (a) comply with the design specification for the installation of such a device as set forth in the sections above; and (b) engage a duly licensed contractor to install the device.

3. An Owner who proposes to install a photovoltaic device on a common element or limited common element roof shall check with the DRC and or the property manager of the sub-Association of which the Unit is a part, to determine if a material or labor roof warranty exists for the said roof and if so, the name and address of the company that issued the warranty. If such a material or labor roof warranty exists at the time a photovoltaic device is installed on said roof, the Owner installing the device on the roof must obtain prior written confirmation from the company that issued the warranty that the installation of the photovoltaic device will not void the roof warranty. A copy of said written confirmation must be provided to the DRC prior to commencement of the installation.

D Obligations of the Owner and Each Successor Owner

1. The Owner and each successive Owner of a Unit on which a photovoltaic device is placed shall be responsible for any costs for damages to the device, the common elements, the limited common elements, the Unit, and any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device. The repair, maintenance, removal, and replacement responsibilities, and the costs thereof, shall be assumed by each successive Owner of the unit.

2. The Owner and any successive Owner of a unit on which a photovoltaic device is placed shall be responsible for removing the device at the Owner's sole expense if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.

Date of Adoption by Board of Directors: \_\_\_\_\_

**FINES AND PENALTIES  
RESOLUTION OF THE BOARD OF DIRECTORS  
OF KE AINA KAI COMMUNITY ASSOCIATION**

**ADOPTING A SCHEDULE OF FINES FOR VIOLATIONS OF THE BY-LAWS, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND HOUSE RULES**

Amended and revised by the Board of Directors on April 14, 2016; supersedes any previous fine policy

WHEREAS, the By-Laws of Ke Aina Kai Community Association give the Association's Board of Directors the power to take action against owners, their tenants, family members, guests, agents, employees or anyone else using the units of the project for violations of the By-Laws, Declaration of Covenants, Conditions and Restrictions for Ke Aina Kai Community Association and Ocean Pointe Master Association, and House Rules of the Association; and

WHEREAS, in accordance with that power, the Board has decided to; (i) adopt a schedule of fines to be imposed for violations; and (ii) give the Managing Agent the power to impose fines in accordance with a schedule the Board adopts;

RESOLVED, the Board adopts the following schedule of fines for any violation of the Association's By-Laws, Declaration of Covenants, Conditions and Restrictions for Ke Aina Kai Community Association and Ocean Pointe Master Association, and House Rules (the "project documents") by owners, their tenants, family members, guests, agents, employees, or anyone else using the unit.

I. AMOUNT OF FINES:

- A. **First Offense**: A written citation delivered to both the owner and occupant and thirty (30) days to correct the violation.
- B. **Second Offense**: A written citation delivered to the owner and a \$50.00 fine assessed for noncompliance and thirty (30) days to correct the violation.
- C. **Third Offense**: A written citation delivered to owner and a \$75.00 fine assessed for noncompliance and thirty (30) days to correct the violation.
- D. **Fourth and Subsequent Offenses**: A written citation delivered to the owner and a \$100.00 fine assessed non compliance and thirty (30) days to correct the violation and forwarded to the Association's attorney for enforcement.

Second, third, fourth, and subsequent offenses are to be for a violation of the same provision before a fine is imposed.

Fines are due within thirty (30) days from the date of the violation letter.

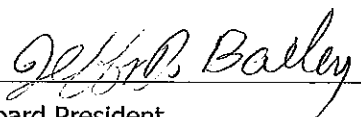
The Board may delegate its authority to impose fines to the Managing Agent. The Board shall delegate its authority to issue citations to the Covenants Specialist.

Citations may accumulate over a period of twelve (12) months and shall be removed from the owner's record and shall not be used in calculating subsequent violations.

The owner shall have the right to appeal any citation specifying a fine to the Board of Directors within ten (10) days of the assessment date by doing the following:

- a) Mail a letter, constituting a Notice of Appeal, to the Board of Directors in care of the Managing Agent for the Association.
- b) The Notice must contain a copy of the applicable citation, a statement of the facts of the violation, including the reasons for appeal are also required; the names and addresses of witnesses are required; and copies of any proposed exhibits must also be included.
- c) The owner may also attend the next Board meeting at which time they may present their case to the Board provided a timely notice of appeal is received at least ten (10) days prior to meeting.

The Managing Agent on behalf of the Board of Directors will mail or deliver a written decision to the owner or the resident within thirty (30) days of decision of the Board of Directors.

  
Board President

Date April 18, 2016

KE 'ĀINA KAI COMMUNITY ASSOCIATION  
c/o Hawaiiana Management Company  
711 Kapiolani Blvd., Suite 700  
Honolulu, Hawaii 96813

**VERY IMPORTANT NOTICE REGARDING PARKING**

***Effective Immediately - Cars parked parallel on concrete aprons  
will be considered illegally parked  
and will be subject to towing.***

January 18, 2001

Dear Ke 'Āina Kai Homeowners,

Our last Ke 'Āina Kai at Ocean Pointe newsletter included an article about parking on the concrete aprons that are located between garage doors and the asphalt service lanes. This article provoked questions from homeowners about whether or not parking on concrete aprons should be allowed.

The standard concrete apron is about 5 feet long. The intended purpose of these concrete aprons is to permit automobiles to safely enter and exit garages from the asphalt service lanes. They were not designed for parking and therefore, were never designated as parking areas. Consequently, the Association's towing service is instructed to tow cars parked on concrete aprons if any portion of the vehicle extends over surrounding landscaping or into the service lane.

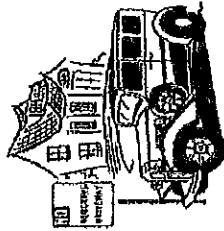
Homeowners have been warned in the past that only a handful of lots within Ke 'Āina Kai have concrete aprons that are considered long enough to safely park on. This is because these lots have garages that have been set farther back than usual from the lane. This allows a car to be safely parked on the apron --- when the garage door is closed --- with its front or rear-end pulled forward against the closed garage door and still be out of the service lane easement.

The Declaration of Covenants, Conditions and Restrictions contained in the Ke 'Āina Kai Documents package which every homeowner receives when signing a contract to purchase a home at Ocean Pointe addresses parking. Article VII, Section 7.10 (a) states the following -

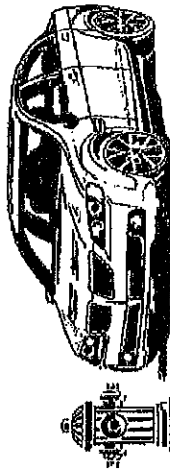
Prohibited Parking: Within 20' of Crosswalk  
RO 15-14.1 (a)(16) - \$35



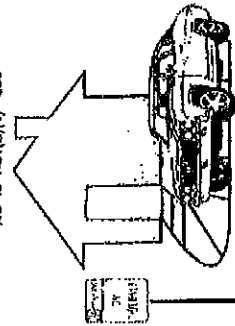
Prohibited Parking: Within 4' of Driveway  
RO 15-14.1(a)(2) - \$35



Prohibited parking: Within 10' of fire Hydrant  
RO 15-14.1(a)(4) - \$35



Prohibited Parking: On a Sidewalk  
RO 15-14.1(a)(1) - \$35



## Parking Laws

(common violations)  
\$35 Fine

Prohibited parking- No signs required

On a sidewalk.  
*Revised Ordinances of Honolulu 15-14.1 (a) (1)*

In front or within 4 feet of driveway.  
*Revised Ordinances of Honolulu 15-14.1 (a) (2)*

Within 10 feet of fire hydrant.  
*Revised Ordinances of Honolulu 15-14.1 (a) (4)*

Within 30 feet of Stop sign.  
*Revised Ordinances of Honolulu 15-4.1 (a)(7)*

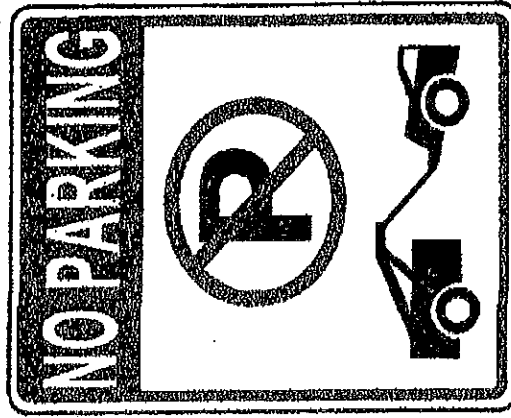
On a crosswalk.  
*Revised Ordinances of Honolulu 15-14.1 (a) (5)*

Within 20 feet of a crosswalk.  
*Revised Ordinances of Honolulu 15-14.1 (a) (6)*

Within the turn around area of any dead end street.  
*Revised Ordinances of Honolulu 15-14.1(a)(27)*



## Parking Violation Notice and Advisory



Honolulu Police Department  
Kapolei Police Station  
1108 Kamoleka Blvd., Kapolei HI  
96707

Tel: (808)723-8400

## **IMPORTANT NOTICE**

**To all Ke Aina Kai CA owners**

**Ke Aina Kai CA House Rule Revisions  
Adopted 09/08/20**

**Fireworks** – are not allowed anywhere in Ke Aina Kai Community Association.

First violation is an immediate fine of \$100, second violation is an immediate fine of \$250 and the 3<sup>rd</sup> violation will be sent to the association attorney for compliance and the owner of the house will be responsible for all related legal costs.



**Ke Aina Kai Community Association**  
**House Rule Addendum 1**  
**SHORT TERM RENTAL POLICY**

Short term vacation rentals are NOT permitted in Ke Aina Kai Community Association, per the governing documents. This is defined as rentals of less than 30 days and applies to the rental of all single-family homes and individual rooms (all rental types herein referred to as '**residences**'). The City and County of Honolulu Land Use Ordinance Zoning also strictly prohibits short term vocational rentals for our community.

**This policy will be strictly enforced, and rentals of this type will NOT be tolerated.**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KE AINA KAI CA:**

7.8. Limitations on Timeshare. No timeshare, interval ownership, travel club membership, or other such use or ownership shall be permitted within the Property. All Units shall be used for residential purposes only and no Unit shall be used for transient or hotel purposes, which are defined as (a) rental or occupancy for any period less than thirty (30) days; or (b) any rental in which the occupants are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bell service.

**SHORT TERM VACATION RENTAL POLICY ADOPTED BY THE KAKCA BOARD OF DIRECTORS:**

1. Rentals of less than 30 days are strictly prohibited per the Ke Aina Kai CA governing documents as well as per the City and County of Honolulu residential zoning for Ke Aina Kai CA.
2. Ke Aina Kai CA residences that are listed on short term vacation rental sites must only allow rentals of 30 days or greater and must contain the following statement: **"This community prohibits short term vacation rentals and occupancies of less than thirty (30) days"**. Listings that fail to make this statement will be issued a violation letter with an automatic \$100 fine and have their pool access suspended until the listing is compliant. Owners listing their residences on these websites, that allow rentals for less than 30 days will be issued violation letters and fines in accordance with the Ke Aina Kai CA Short Term Vacation Rental Fining Policy (below).
3. Rental contracts, and occupancy of the unit, should be for a minimum of 30 days or greater.
4. Rental contracts and rental dates may never overlap. New renters may not occupy the residence until the prior contract period has expired, with no more than twelve different rental parties occupying the residence over a 12-month time period.
5. Owners must comply with all City and County of Honolulu and State of Hawaii Laws and Statutes and follow all legal requirements for rentals and taxation.
6. Owners (or their representative) are required to provide copies of the Ke Aina Kai CA House Rules and Parking policies to all tenants occupying the residence.
7. Rentals of less than 30 days will be reported to all applicable agencies of the City and County of Honolulu, including the Department of Taxation, the Department of Planning & Permitting and HPD.

**ENFORCEMENT**

**MONITORING:** Residences listed on short term vacation rental websites, for rental periods of less than 30 days, will be monitored and reviewed monthly by the Community Manager and/or Ke Aina Kai CA Board Members. Residents are encouraged to report any short-term vacation rental listings they become aware of immediately to the Community Manager and report to City and County.

**VIOLATION LETTERS AND FINING POLICY:** Owners who advertise their residence online as a Short-Term Vacation Rental for less than 30 days and/or who engage in renting their residence as a short-term vacation rental for less than 30 days are in direct violation of this policy and the Ke Aina Kai CA governing documents and will be issued violation letters and fines as outlined here:

1. Owners who violate this policy will be issued a 'first notice of violation' letter, with an immediate **\$500 fine**. Owners must correct the violation and become compliant within 7 days.
2. Owners who fail to correct the violation within 7 days **OR** who violate this policy a second time, will be issued a 'second notice of violation' letter, with an immediate \$1000 fine.
3. Owners who fail to correct the violation **OR** violate this policy a third time will be issued a third 'notice of violation', with an immediate **\$1000 fine**. **Each day thereafter that the violation continues, the owner will be fined \$1000 per day until they become fully compliant with this policy and the activity ceases in its entirety.**
4. If the violation remains non-compliant, the matter will be referred to the association attorney. The unit owner will be responsible for all related legal costs.

### **RESPONSIBILITIES OF OWNERS FOR FINES AND FEES**

1. Owners are responsible for the actions of their guests' and/or tenants' behavior at all times and for the payment of any fines levied.
2. Should expenses be incurred by the Association for enforcement or remedy in response to violations of the governing documents by the resident or property damage to the common elements by the resident, the Owner of the unit shall be responsible for payment of such expenses.
3. If the matter is referred to the Association's legal counsel for necessary action, the unit owner will be responsible for all legal fees associated with this matter.
4. Unpaid fines and/or Association costs shall constitute a lien against the Owner's interest in such unit.

### **APPEAL OF VIOLATION AND FINES.**

1. Should an owner decide to appeal a violation and/or fine, he or she shall send a **written** letter to the Board of Directors through the Managing Agent within ten (10) days of the date of the citation, notification and/or fine. The appeal letter should state the circumstances or mitigating factors relating to the violation. Assessment of the fine for that violation shall be on hold until the Board reviews the appeal and renders a decision at their next scheduled board meeting. The date of mailing as postmarked by the post office shall constitute the date of the appeal.
2. The Board, upon receipt of an appeal, may cancel, reduce, or make no change to the assessment based on their findings and information presented in the appeal. The unit owner shall be notified in writing within fourteen (14) calendar days of the board meeting in which the appeal was made/heard. If the appeal is unsuccessful, appropriate collection action may be taken as outlined. The decision of the Board is final and may not be appealed.
3. The unit owner may request that their tenant (if applicable), or themselves, appeal before the Board in person or in writing. If such a request is made, all of the above outlined appeals rules shall apply.
4. Should complaints continue beyond the Board's decision, owners/residents should pursue alternative dispute resolution at their own time and at their own time and expense.