

***Association of Apartment  
Owners of The Plaza Hawaii Kai***

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**HOUSE RULES**  
**with**  
**Maintenance, Modification,  
and Renovation Policy  
Manual**

# **HOUSE RULES**

Effective 3-1-2022

## **INTRODUCTION - WELCOME**

This document contains useful information and rules that are designed to help make living at The Plaza Hawaii Kai enjoyable for us all.

Our governing documents authorize the Board to set forth and amend the House Rules from time to time. Our House Rules were last issued in 2018. This new publication reflects current conditions, from federal, state, and our own requirements.

The number of people living in this relatively small space makes it a prime concern that we all comply, as specified by our governing documents, with the following House Rules. Courtesy to our neighbors and respect for this condominium property will help us all enjoy our homes.

It is with these thoughts in mind that we present this document with Aloha.

The Board of Directors

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## DEFINITIONS

Owner: Any person(s), company, partnership, corporation, or trustee holding title to a specific apartment(s).

Tenant: Anyone who rents or leases a specific apartment(s).

Guest: Any person(s) residing in a specific apartment for more than 24 hours who is not the Owner(s) or Tenant(s) of that apartment; Owner(s) and/or Tenant(s) are required to register Guests with the Resident Manager upon arrival of the Guest by completing the Guest Information Registration form. This requirement includes Guests who are residing in the apartment when the Owner(s) and/or Tenants are not on premise. Failure to register Guests within 24 hours of arrival is a violation of the House Rules and will result in a \$50.00 fine per incident.

Short Term Visitor: Any person(s) visiting an Owner or Tenant for a short time (e.g. 24 hours or less). Owners and/or Tenants are expected to be on premise during the time any Short Term Visitor is visiting the Resident (except for service providers such as housekeeping services, and/or dog walkers).

Resident: Any person(s) residing in a specific apartment including Owners, and Tenants; Guests, Short Term Visitors, and/or guests are not considered Residents.

Absentee Owner: Any apartment Owner not residing at The Plaza Hawaii Kai.

Resident Manager: the Resident Manager employed by the Association.

Managing Agent: The management firm contracted by the Board of Directors, whose responsibilities and duties are outlined in your By-Laws.

Common and Limited Common Areas/Elements: Those portions of The Plaza Hawaii Kai defined as common elements and limited common elements in the Declaration or the Hawaii Revised Statutes.

Keys: The term key includes keys, security fobs, and other access devices.

## **GENERAL INFORMATION**

### **Registration of Owners, Guests, Tenants and Service Persons:**

The Association maintains a computer database that is used regularly to verify residency and vehicle ownership at The Plaza Hawaii Kai. All Owners, Tenants, and Guests must register with the Resident Manager upon purchasing a unit or arrival at The Plaza Hawaii Kai. The Resident Manager has registration forms specifically for Owners, Tenants and Guests to complete. Failure to register with the Resident Manager, including failure to register Guests, is a violation of the House Rules subject to fines of \$50.00 per incident.

Please advise your service or repairperson that he/she must sign-in at the Manager's Office before entering the elevator lobby. The Manager will inform them of the parking for their service vehicle.

In cases of emergency or if verification is required, it is essential that our registration records are accurate. Owners and Residents should periodically check their registration records with the Resident Manager.

### **Smoke-Free Property**

Smoking is not permitted anywhere on the Association property, including inside all individual units, lanais, common areas, limited common areas, and grounds (e.g. the grassy area in front of the Townhouses on Hawaii Kai Drive). This prohibition covers all forms of "smoking," as defined by Section 328J-1 of the Hawaii Revised Statutes. This includes, inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco products, marijuana (including medical marijuana), or other substances (including incense and scented candles) and the use of electronic devices that aerosolize and deliver nicotine or other substances to the person inhaling from the device. Any violation of the smoking ban shall result in a fine as follows: 1<sup>st</sup> offense \$150.00; 2<sup>nd</sup> offense \$300.00; 3<sup>rd</sup> offense turned over to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.

### **Elevators:**

Each elevator has a communication device located inside which will bring aid in the event of an emergency.

In the event of fire requiring evacuation of the building, do NOT use the elevators, use the stairs only. All stairwells are equipped with emergency lighting.

### **Fire Alarm Boxes:**

In the High-rise building fire alarm boxes are located on the wall next to the stairwell door at each end of every hallway. The green Exit sign is on top of each stairwell door. In an emergency, use only the stairwells to exit the building. All stairwells are equipped with emergency lighting in the event of a power outage. In the Townhouses fire alarm boxes are located on the ground floor near each stairwell.

### **Loading Zone, Short term Visitor Parking, Guest Parking, Disabled Guest Parking, and Repair/Service Vehicles:**

The stalls at the side utility entrance of the High-rise building are available for 10 minutes only for loading or unloading of personal items.

Your Guests, and Short Term Visitors may park on the top level (floor 6) in the marked Guest Parking stalls only, or they may prefer street parking. Guests and Short Term Visitors using the guest parking and/or parking on the premises must register their vehicle on the sign-in sheet at the Resident Manager's office.

Your repair/service persons should be instructed to sign in with the Resident Manager before being admitted to the building. The manager will inform them about unloading and parking. In the case of after hour emergencies or emergencies on the weekend the Resident Manager should be notified on his emergency contact number (posted on the office door).

### **Parking for Disabled Guests of Residents:**

1) During the week - Monday to Friday - disabled guests of Residents will be permitted to park on the sloped driveway between Hawaii Kai Drive and the parking garage, next to the green-painted curb. That area of the curb is also shared with vendors and contractors of Residents. Therefore, any Resident who wishes to ensure that parking will be available in that area for the Resident's disabled guest during business hours Monday through Friday must call the Resident Manager at least 4 hours before the disabled guest will be arriving. The Resident Manager will then block off an area of the green-painted curb for the disabled guest.

2) On the weekends, holidays, and outside of business hours disabled guests may park in that area without having to call the Resident Manager to reserve a space. Residents should notify security that their guest with a disability will be parking on the sloped driveway next to the green-painted curb.

3) ***The sloped driveway in the location of the green-painted curb is steep and it may be dangerous for persons in wheelchairs.*** Residents must warn their disabled guests of the steep slope in the location of the green-painted curb and advise them to proceed with extreme caution. Disabled guests who park next to the green-painted curb do so at their own risk and should be careful when exiting and entering their vehicles in that location.

4) Disabled guests of Residents may also use the two loading zone parking spaces by the utility entrance (near the mailboxes, also known as the 10 minute loading area) to exit and enter their vehicles. The vehicles of disabled guests must, however, be removed from these loading zone parking spaces within the 10-minute time limit established by the rules. The vehicles of disabled guests shall not be allowed to remain in the two loading zone parking spaces for longer than 10 minutes, to ensure those parking spaces are available for loading and unloading by other guests and Residents.

5) All disabled guests parking along the green-painted curb must display on the vehicle a current, valid disabled parking placard issued by the State of Hawaii.

6) Each guest must register their vehicle on the sign-in sheet at the Resident Manager's office.

7) This policy applies only to disabled guests of Residents. Guests and Residents without a disability may not park along the green-painted curb.

Any vehicle that is left in the driveway inappropriately parked at the green-painted curb or in the loading zone beyond the 10 minutes allowed may be considered abandoned, and towed away by the designated towing company at the discretion of the Resident Manager.

**Exercise Room:**

The Plaza's Exercise Room is located on the Mezzanine adjacent to the elevators. It is open 24 hours a day/7 days a week for the exclusive use of Residents and registered Guests only. You are asked to observe the suggestions for users posted in the room. Users of the Exercise Room do so at their own risk.

**Community Room:**

The Community Room is for Residents' registered activities. Users are required to place a \$100.00 refundable cleaning deposit with the Resident Manager. Please make reservations in advance with the Resident Manager. The Community Room cannot be used for commercial use (e.g. any activities involving the exchange of money or solicitation of money).

**Animal Feeding**

The feeding of any animals, owned or not, on the common elements is prohibited.

# **HOUSE RULES**

## ***ASSOCIATION OF APARTMENT OWNERS OF THE PLAZA HAWAII KAI***

The following administrative rules have been revised and adopted by the Board of Directors in accordance with the governing documents. This edition is effective March 1, 2022. The House Rules apply to this condominium project and to all persons who may in any way use the property or any part of it. All previous House Rules of the Association are superseded as of the effective date above.

### **SECTION I**

#### **POLICY STATEMENT**

1. Interpretation and Enforcement.
  - a. Interpretation and enforcement of these Rules are the responsibility of the Board of Directors.
  - b. These rules shall apply to all persons who enter The Plaza Hawaii Kai property for any purpose. The Board may, from time to time, delegate enforcement authority to the Resident Manager and/or Managing Agent.
  - c. Prospective buyers or renters should be told of these Rules; copies are available from the Resident Manager. All Owners are responsible for providing a copy of these rules to all Tenants of their apartments. Residents are responsible to alert their Guests, and Visitors, of the House Rules, where applicable. Failure to be familiar with these rules does not excuse non-compliance; violations of House Rules may result in a fine.

### **SECTION 2**

#### **COMPLIANCE WITH HOUSE RULES**

1. Authority. Compliance with documents and rules is required by the documents governing our property - Hawaii Revised Statutes Chapter 514B, Paragraph K of the Restated Declaration. Hawaii law requires that all Residents, Guests, and Short Term Visitors obey the provisions of the Condominium Property Act, the Declaration, the By-Laws, the House Rules and other lawful determinations of the Board.



2. Costs of Enforcement. If legal action were to become necessary, the apartment Owner is responsible to pay to the Association all costs including attorney's fees incurred by the Association in enforcing any provisions of the governing documents or these House Rules, against such Owner or any Tenant, Guest, Visitor, or occupant of such apartment.
3. Receipt of House Rules. Prior to moving in, each Owner or Tenant shall register in the Resident Manager's office and be given a copy of the House Rules. The Registration Form includes a written acknowledgment of House Rules given. The terms of any written lease between an Owner and Tenant shall include the House Rules by reference and require compliance by the Tenant.

## **SECTION 3**

### **GENERAL**

1. Use. The apartments must be used for residential purposes only.
2. Noise. No apartment occupant shall make or permit to be made any noise in the building by themselves, their family, or guests which will unreasonably disturb, annoy or interfere with the rights, comforts and convenience of other apartment occupants. Excessive noise at any time should be immediately reported to the Resident Manager or Security Guard, who will take appropriate action. This rule has general application at all times; however, the hours between 10:00p.m. and 8:00a.m. (between 11:00p.m. and 8:00a.m. Friday and Saturday nights and the night before a holiday) shall be the official quiet hours. During this time all Residents should avoid the use of noisy appliances, audible instruments and other household equipment, etc., that could disturb other Residents.
3. Window Signs Prohibited. No signs, signals or lettering shall be inscribed or exposed on or at any window or other part of the buildings.
4. Attention Getting Devices. Balloons, directional arrows or other attention getting devices are not allowed throughout the property. A small "Open House" notice may be placed on the apartment door or gate for identification during open houses.
5. Building Access Key. The building access key may not be kept in a lock box on or near the property except in the area designated for lock boxes.
6. Projections. No awnings, except those approved by the Board of Directors, air conditioning units or other projections shall be attached to outside walls of the buildings or on the balconies, lanais or patios, without the prior written approval of the Board of Directors.

7. Personal Items. Items, including but not limited to, clothes, towels, pool flotation devices/toys, rugs, and floor mats shall not be hung on balconies, patios, lanais or from balcony, patio or lanai railings for any purpose whatsoever. This includes the High-rise as well as the ground floor and upper level Townhouses. Clothing or laundry shall not be hung in doorways or windows in such manner as to be in view of persons from the balcony walkways or outside of the buildings.
8. Window Covering. Each apartment occupant who shall install drapes in their apartment agrees to have them lined with a white or off-white shade solid color material so that when viewed from the outside the exterior of the buildings will present a uniform appearance. Blinds in an off-white color are approved by the Resident Manager or Board of Directors. Refer to page 2 in the Maintenance, Modification, and Renovation Policy Manual for details.
9. Hazards. No articles whatsoever shall be thrown off balconies, lanais or patios, especially cigarette butts, which are a fire hazard. An immediate \$500.00 fine may be assessed for throwing lit cigarettes and other dangerous objects from upper floors and the Association may seek the eviction of the persons responsible if they are tenants.
10. Barbecue. Outdoor cooking or any flame (except unscented candles in appropriate hurricane type chimneys) is absolutely prohibited on lanais, balconies or patios. An immediate \$500.00 fine may be assessed for barbecuing in prohibited areas, and the Association may seek the eviction of the persons responsible if they are tenants.

Barbecuing is permitted only in the designated barbecue area between the hours of 9:00a.m. and 9:00p.m. The use of the barbecue area is limited to Residents and their Guests. All flames must be extinguished and the barbecue area vacated no later than 9:00p.m. Those who use the barbecue area for cooking are required to clean the grill before leaving the area.
11. Plant Watering. The watering of plants and the sweeping and mopping of balconies, lanais, or patios and adjacent areas shall be accomplished in a manner which will not create a nuisance to persons residing in lower or adjacent apartments, or to persons on the grounds of the premises, or which causes damage to the building.
12. Balconies, Lanais and Patios. Only furniture and potted plants appropriate to balconies, lanais or patios may be used thereon. Containers shall be placed under all pots to avoid dripping of water. Plants hanging over lanai walls or railings are prohibited. Screens, storage cabinets, wall hangings, and other articles, which in the opinion of the Board of Directors are unsightly, a safety hazard, or which may cause damage to the building shall be removed and kept from balconies, lanais or patios upon written request of the Board. Cutting, chipping, coring, and/or drilling holes in concrete walls, ceilings or floors for installation of decorations is prohibited.

Owners are not permitted to install tile, stone, or other hard surface, or affix carpet or astro turf on balconies, lanais, or patios as this may compromise the waterproofing of these areas.

13. Entrances. No articles, particularly footwear and doormats, shall be placed outside the confines of an apartment, except as the Board of Directors shall prescribe. The Townhomes with entrances on the first floor are exempt from this restriction.
14. Waterbeds Prohibited. Waterbeds shall not be permitted in any apartment.
15. Solicitation. No door-to-door sales or solicitations of contributions for charitable, political, or other causes of any nature whatsoever shall be permitted on the premises. This rule shall not apply to the solicitation of proxies or distribution of materials relating to Association matters on the common elements by apartment Owners; provided, however, that the Board may, from time to time, adopt reasonable rules regulating the solicitation of proxies and/or the distribution of Association materials.
16. Employees. No employee hired by the Board shall be asked to leave the building premises on any private business of a Resident, Tenant, Owner, or Guest of an apartment.
17. Association personnel are not permitted to perform any work within any apartment for any Resident, unless authorized and instructed to do so by the Board of Directors.
18. Louvered Windows. Cleanliness of louvered windows adjacent to hallways is the responsibility of each Resident. After inspection and notification, dirty windows will be cleaned at the expense of the Owner of the apartment in question.
19. Personal Property. The Association and its Board, directors, Resident Manager, employees, and Managing Agent shall not be responsible for personal property or deliveries left in the Manager's Office, or mail lockers. No items may be left in the walkways, parking lot, lobby, and/or at the apartment doors.
20. Deliveries and Furniture Movement. Residents must give 24-hours advance notice to the Resident Manager of an expected large-item delivery or removal of any large items (e.g. appliances or furniture), or repair person (unless the repair is an emergency). Forty-eight hours advance notice to the Resident Manager is required for the delivery or pick-up of large items such as major appliances or furniture requiring use of the elevator. No deliveries or pick-ups of large items, including appliances and furniture, are permitted on weekends or holidays (this applies to both the High-rise and the Townhouses). A fine of \$250.00 may be imposed for the delivery of appliances or other large items on weekends or holidays. Deliveries and removals, with the prior notice above, are only allowed Monday through Friday, excluding holidays, between 8:00a.m. to 4:00p.m.

Residents are responsible for making arrangements for the removal of their old appliances or pieces of furniture from The Plaza Hawaii Kai premises. The City and County of Honolulu provides bulky item pick-up upon request and all Owners and Residents are expected to comply with the City and County bulky item pick-up requirements. Owners and Residents are required to contact the City and County themselves to schedule the removal of bulky items. Please contact the Resident Manager with any questions. An immediate fine of \$250.00 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled (in addition to the costs that the City and County may charge for the removal of the bulky items).

21. Move-Ins and Move-Outs. Moving in or out must be conducted from 8:00a.m. to 4:00p.m., Monday through Friday only. No moves are permitted on Saturdays, Sundays or holidays. The Resident Manager's approval must be obtained in advance. Reservations for household moving requiring use of the elevator must be made a minimum of three days in advance by notice to the Resident Manager. A deposit of \$250.00 is required for all move-in/move-outs and must be made to the Resident Manager in advance of the move-in/move-out; the deposit will be returned at the completion of the move provided there is no damage to the common areas, misuse of the elevators, or any violation of the related House Rules. There is a \$250.00 fine if the damage deposit is not paid to the Resident Manager in advance of the move-in/move-out or for any other violation of the House Rules related to move-ins/move-outs. Items that will fit into our courtesy carts may be brought into the building on weekends between the hours of 8:00a.m. to 4:00p.m. provided that their transport does not interfere with other Residents' use of the elevators. An elevator cannot be reserved for Saturdays, Sundays or holidays. There is a \$250.00 fine for move-ins/move-outs outside of the approved hours of 8:00a.m. to 4:00p.m. Monday through Friday, or any time on weekends/holidays. This rule applies to the High-rise units as well as the Townhouse units. Any damage resulting to the building from move-ins and move-outs shall be paid for by the Owner who caused same or whose Tenant caused the damage.
22. Plumbing. Electrical and plumbing apparatus, such as garbage disposals and toilets, shall be used only for the purpose for which they were constructed. No sweepings, hair, rubbish, paper, or other substances may be thrown into the plumbing apparatus. ANY uninsured damage resulting to the BUILDING and/or OTHER APARTMENTS from the misuse by any nature or character whatever shall be billed to the Owner of the unit who caused same (if the misuse was caused by a Tenant, the Owner of the unit where the misuse occurred will be billed).
23. Apartment Elements. The apartment owners are responsible for the repair and maintenance of electrical, hot and cold water, and drainage distribution systems that are located inside their apartment and serve only their apartment. Should the Owner or Tenant feel that a problem is caused by a common element, he/she may present his/her case to the Board for consideration. A decision will be made on a

case by case basis prior to commencing corrective action. If the Association must take action to prevent or reduce the risk of damage or injury, the Association can undertake repairs to parts of the Project that are the Owner's responsibility to repair or maintain and charge the expense back to the Owner.

24. Apartment Repairs and Remodeling. Before starting any work Owners must first check with the Resident Manager. There may or may not be the need for submitting an Application of Approval. See Appendix A "Maintenance, Modification and Renovation Policy Manual" of these House Rules for steps necessary for various types of procedures. Owners must be aware that some proposed activities require a written application to the Board for approval; also certain types of interior work will require a Building Permit from the City & County of Honolulu. Note that the Restated Declaration requires the approval of a percentage of owners for certain major alterations (see Paragraph O of the Restated Declaration). ***Please contact the Board (via the Resident Manager or Managing Agent) if you have any questions regarding a proposed modification.***
25. Entry into apartments in cases of emergency, repairs, and inspections. Owners and Tenants shall provide immediate access to their unit upon request by the Resident Manager, and/or authorized repair persons, in cases of emergency, including but not limited to, water intrusion or sewage back-up. Failure to allow access to a unit in cases of emergency may result in a fine of \$500.00 per occurrence.
26. Entry into apartments for non-emergency repairs. Owners and Tenants shall provide access to their units upon reasonable notice (as determined by the Resident Manager, AOA Board, or the Property Manager) during daylight hours for non-emergency repairs to the building that require access from an apartment and for periodic inspections of high-risk elements, including but not limited to, plumbing, shut-off valves, washing machine hoses, and dryer vents. Failure to allow access to a unit upon reasonable notice may result in a fine of \$250.00 per occurrence.
27. Unmanned Aircraft System (UAS) or "drone" use prohibited. A UAS is a powered aerial vehicle that flies automatically or is remotely piloted. UAS/drones are prohibited at the Plaza Hawaii Kai condominium project including any use for hobby, recreational, and/or professional purposes. Owners, their Guests and/or Tenants, are subject to a fine of \$250.00 for each violation.

## SECTION 4

### COMMON AREAS

1. Entry by Unknown Persons. Residents are strongly cautioned against allowing unknown persons through the controlled access doors or into any of the common

areas. If there is doubt concerning any person(s) in the elevator or common areas, please notify the Resident Manager or Security Guard immediately.

2. Public Areas. The public stairways, walkways, driveways and passageways, shall not be obstructed or used for purposes other than ingress and egress. For the safety and welfare of Residents and their Guests, loitering in these areas or in the common areas is prohibited.
3. Personal Property. No items of personal property, including bicycles and mopeds, shall be left or allowed to stand in any part of the hallways, stairs, and lobbies. Bicycles and other large articles are not permitted in the elevators. Bicycles may be taken in an elevator during a move-in or move-out when the elevator has been reserved for household moving.
4. Recreational Activities. For the safety and welfare of Residents and their Guests, recreational activities such as games, the operation of bicycles, roller skates, in-line skates, skateboards, in-line scooters or other recreational devices on the common areas is prohibited.
5. Eating, and Drinking. Eating, and drinking are not permitted in elevators.
6. Smoke-Free Property  
Smoking is not permitted anywhere on the Association property, including inside all individual units, lanais, common areas, limited common areas, and grounds (e.g. the grassy area in front of the Townhouses on Hawaii Kai Drive). This prohibition covers all forms of "smoking," as defined by Section 328J-1 of the Hawaii Revised Statutes. This includes, inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco products, marijuana (including medical marijuana) or other substances (including incense and scented candles) and the use of electronic devices that aerosolize and deliver nicotine or other substances to the person inhaling from the device. Any violation of the smoking ban shall result in a fine as follows: 1<sup>st</sup> offense \$150.00; 2<sup>nd</sup> offense \$300.00; 3<sup>rd</sup> offense turned over to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.
7. Fire Doors. All fire doors MUST remain CLOSED at all times. This is a fire regulation, breach of which involves fines as follows: 1<sup>st</sup> offense \$250.00; 2<sup>nd</sup> offense turned over to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.
8. Fire Fighting Equipment. Anyone tampering with the fire-fighting equipment, fire alarms, fire doors, or fire sprinkler system will be subject to criminal charges and liable for all costs involved in repairs, replacements, or damages caused to the building or personal property. An immediate fine may be imposed for violations of this rule and the Association may seek the eviction of the persons responsible if they are tenants.

9. Flammables. Residents shall not bring onto nor use on the premises any hazardous fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed especially hazardous to persons or property.
10. Animal Feeding. The feeding of any animals, owned or not, on the common elements is prohibited. Any violation of the prohibition on feeding animals in the common areas shall result in a fine as follows: 1<sup>st</sup> offense \$50.00 fine; 2<sup>nd</sup> offense \$100.00 fine; 3<sup>rd</sup> offense turned over to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.
11. Firearms. The shooting of firearms of any kind (including BB-guns) anywhere on the premises is strictly prohibited. A violation of the prohibition of discharging firearms on the premises will result in a police report being filed and a \$250.00 fine for the 1<sup>st</sup> offense; 2<sup>nd</sup> offense turned over to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.

## **SECTION 5**

### **ENTRY PROCEDURES**

1. Ownership: Issuance of two common element keys requires a \$50.00 refundable deposit per key upon registration of Owners as they first occupy their units. All such keys are on loan to the Owner and shall remain the property of the Association of Apartment Owners and not that of the individual apartment Owners.
2. Transfer: Common element keys are to be issued by the Resident Manager only. In no case may Agents or Owners transfer common element keys to new Owners or new Tenants directly. These keys must be turned in to the Resident Manager to qualify for the refund(s) due on keys having numbers that match the numbers on file in the Association's records. The new Owner or Tenant must register to get these keys. Keys will be issued upon a refundable deposit of \$50.00 per key only.
3. Duplication: All common element keys are numbered and cannot be duplicated.
4. Lost Keys: If a common element key is lost there will be a \$50.00 NON-REFUNDABLE charge when the key is replaced.
5. Guest of Owner: If an Owner wishes a Guest to have a common element key, such person must register with the office and submit a \$50.00 deposit for each common element key issued. Deposit will be refunded upon return of common element key with matching serial number.
6. Rental Agents and Realtors: Agents acting on behalf of Owners may with Owner's written permission be issued one common element key upon payment of a \$50.00 security deposit. This key must be surrendered upon the sale, rental or transfer of

representation for the Owner of the unit. This key also must be surrendered upon request of the Resident Manager if in the Manager's opinion it is in the best interest of the Association and/or Residents to do so (e.g. violation of security).

7. Workers. ALL contractors/workers/repair-persons must first register at the Resident Manager's office identifying the unit where they will be working. This applies to the High-rise building as well as the Townhouses. The Resident Manager may deny building access to any contractor/worker if the Manager feels it is in the best interest of the Association and/or Residents to do so.

## **SECTION 6**

### **PARKING AND GARAGE**

1. Vehicle Registration. All vehicles, including Short Term Visitors, Guests, contractors and service vehicles, parked on the premises must be registered on the sign-in sheet at the Resident Manager's office. Violations shall result in 1<sup>st</sup> offense written warning; subsequent offenses \$50.00 fine per offense.
2. Assigned Stalls. Parking in the assigned stalls of the High-rise garage or the Townhouse garage is restricted to registered Owners or Residents of the assigned unit, or to their Guest if the unit's assigned parking stall is available. Unauthorized vehicles parked in assigned stalls may be towed at the request of the unit Resident and/or Owner of the unit of the assigned stall and will be at the vehicle owner's expense.
3. Rental of Stalls. Owners or Residents may rent or lease their assigned stalls only to other Plaza Hawaii Kai Residents or a registered Guest. Renting or leasing or allowing the use of parking stalls to non-residents or persons who are not registered Guests is not permitted. All vehicles must be registered at the Resident Manager's office.
4. Loading Zone. The Loading Zone temporary parking is limited to 10 minutes. The stalls are reserved for Residents' personal convenience only for the loading and unloading of passengers, luggage or packages. Any violation shall result in 1<sup>st</sup> offense written warning; subsequent offenses \$50.00 per offense.
5. Temporary Parking. With the prior permission of the Resident Manager, service vehicles and deliveries may unload in the loading zone and must then move their vehicles to the 6th level guest parking, the green-painted curb, or park on the street. Parking is not allowed in the driveway.
6. Parking for Disabled Guests of Residents
  - a) During the week - Monday to Friday - disabled guests of Residents will be permitted to park on the sloped driveway between Hawaii Kai Drive and the parking



garage, next to the green-painted curb. That area of the curb is also shared with vendors and contractors of Residents. Therefore, any Resident who wishes to ensure that parking will be available in that area for the Resident's disabled visitor must call the Resident Manager, at least 4 hours before the disabled guest will be arriving. The Resident Manager will then block off an area of the green-painted curb for the disabled guest.

b) On the weekends - Saturday and Sunday - disabled guests may park in that area without having to call the Resident Manager to reserve a space.

c) ***The sloped driveway in the location of the green-painted curb has a steep slope and it may be dangerous for persons in wheelchairs.*** Residents must warn their disabled guests of the slope of the sloped driveway in the location of the green-painted curb and advise them to proceed with extreme caution. Disabled guests who park next to the green-painted curb do so at their own risk and should be careful when exiting and entering their vehicles in that location.

d) Disabled guests of Residents may also use the two loading zone parking spaces by the utility entrance to exit and enter their vehicles. The vehicles of disabled guests must, however, be removed from these loading zone parking spaces within the 10-minute time limit established by the rules. The vehicles of disabled guests shall not be allowed to remain in the two loading zone parking spaces for longer than 10 minutes, to ensure those parking spaces are available for loading and unloading by other guests and Residents.

e) All disabled guests parking along the green-painted curb must display on the vehicle a current, valid disabled parking placard issued by the State of Hawaii.

f) Each guest must register their vehicles on the sign-in sheet at the building management office.

g) This policy applies only to disabled guests of Residents. Residents may not park along the green-painted curb.

h) Any violation shall result in 1<sup>st</sup> offense written warning; subsequent offenses \$50.00 per offense.

7. Unauthorized Parking. All vehicles parked in unauthorized common areas shall be towed away at vehicle Owner's expense on the authority of the Resident Manager.
8. Use of Guest Parking. Guests and Short Term Visitors may only park in that area of the High-rise garage floor 6 designated as Guest Parking. Guests and Short Term Visitors using the guest parking must register their vehicle on the sign-in sheet at the Resident Manager's office. Any violation shall result in 1<sup>st</sup> offense written warning; subsequent offenses \$50.00 per offense.

9. Moving Vans. Moving van parking is restricted to the upper left side (Naniwa Gardens side) of the entrance driveway at the green-painted curb area (with the prior approval of the Resident Manager) or on the street. For move-in/move-out details please go to Section 3, number 21.
10. Personal Property. Parking stalls may only be used for cars, vans, small pick-up trucks, motorcycles, mopeds, bicycles, surfboards, standup paddle boards, strollers, and personal collapsible shopping carts. Property must fit within the confines of the assigned parking stall; property may not be stored in such a manner that it infringes on another Resident's parking stall or blocks access to another Resident's parking stall. Residents store such items in parking stalls at their own risk. No other items shall be stored within the assigned stalls or parking areas.
11. Safety Speed Limit. Drivers shall not exceed the speed limit of five (5) miles per hour in the common elements, shall adhere to the STOP markers and shall proceed with full headlights while in the interiors of the garages. Violation of the speed limit shall result in a fine of \$50.00 for the first offense; \$100.00 for the second offense; and for the third offense referred to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.
12. Method of Parking. Parked vehicles must not protrude beyond the marked parking stalls or block the entrance or exit driveway. All vehicles shall be parked to prevent the crowding of adjacent stalls.
13. Repairs. No repairs to vehicles shall be permitted on the premises, with the exception of minor emergency repairs. No degreasing of engines or flushing of radiators shall be done on the premises. Any violation shall result in a warning and/or fines per Section 12 of the House Rules.
14. Cleanliness. Residents are responsible for the cleanliness of their respective stalls, including the removal of any accumulation of vehicle fluids. Excessive buildup of vehicle fluids (or leaks) may be removed by the Association at the expense of the Apartment Owner.
15. Car Wash. Only vehicles registered with the Resident Manager will be allowed to use the vehicle washing facilities. Vehicles will only be washed in the designated wash area on Floor 6. Any violation shall result in a warning and/or fines per Section 12 of the House Rules.
16. Vehicle Alarms. Residents are responsible for deactivating vehicle alarms or desensitizing alarms that are activated. Absentee Residents will be responsible for the cost of professional deactivation if it becomes necessary. Residents are encouraged to use the silent alarm option on their vehicles (alarms that are activated and de-activated silently) to avoid disturbing other residents when activating car alarms.

17. Recreational Activities. Parking areas may not be used for any recreational activities including but not limited to bicycle, scooter or skateboard riding, skating ball playing, games, or other recreational activities.
18. Vehicles must be operable. All vehicles parked in stalls must be in operable condition and display current plates, registration, and safety inspection stickers. Any violation shall result in a fine of \$50.00 per offense.

## SECTION 7

### RUBBISH

1. Trash Chute. Trash chute hours are 8:00a.m. to 9:00p.m. Any Resident, Guest, or Visitor, depositing items in the trash chute before 8:00a.m. or after 9:00p.m. will be subject to 1<sup>st</sup> offense written warning; subsequent offenses \$50.00 fine per offense. They will also be held liable for any injury or bodily harm their deposited items may inflict onto any employee working in the trash collection area.
2. Wrapping. All garbage must be wrapped, bagged and tied before depositing into the trash chute, or the containers in the trash room. Broken bottles or glass objects, if being thrown in the chute, must be wrapped securely.
3. Pet Trash. In the High-rise building pet trash (sand, litter, paper, etc.) MUST be wrapped with extra care and must be placed in the dumpster on the main floor, not placed in the trash chute.
4. Trash Chute Rooms. No articles whatsoever are to be left on the floor of the trash chute rooms. This also applies to the trash container area in the Townhouse garage. Wet garbage, cardboard boxes, large bottles and items that may clog or damage the chute must be taken to the bins in the ground floor trash area.
5. Flammable, Combustible Materials Construction and/or Renovation materials. No flammable materials, such as paint, thinner, solvent, gasoline, oil, other combustible materials or construction materials shall be put into the trash chute or dumpsters. Owners will be fined \$250.00 per offense; all Owners will be held responsible for the conduct of their contractors.
6. Removal of old appliances, furniture and other large/bulky items. Residents are responsible for making arrangements for the removal of their old appliances or pieces of furniture from The Plaza Hawaii Kai premises. The City and County of Honolulu provides bulky item pick-up upon request and all Owners and Residents are expected to comply with the City and County bulky item pick-up requirements. Owners and Residents are required to contact the City and County themselves to schedule the removal of bulky items. Please contact the Resident Manager with any questions. An immediate fine of \$250.00 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled (in addition to the costs that the City and County may charge for the removal of the bulky items).

## SECTION 8

### STORAGE

#### Individual Storage

1. Use. Only Owners of The Plaza Hawaii Kai are eligible for the use of individual storage lockers in both the High-rise and Townhouse units of the building; except that Owners may assign their right to use the individual storage lockers to Tenants of their apartments. All articles of personal property must be removed immediately from individual storage lockers upon termination of tenancy or ownership. Any articles remaining will be considered abandoned and will be disposed of in compliance with Hawaii law.
2. Assignment. Only one individual storage locker is assigned to each apartment unit in the High-rise and Townhouse units of the building.
3. Sublease. Individual storage lockers may not be sublet or transferred to other Residents; however, Owners may assign to Tenants of their apartments the right to use their assigned locker.
4. Modification. The individual storage locker may not be modified, altered, or changed in any way without the prior written approval of the Board of Directors and must be in compliance with the Association's governing instruments.
5. Areas. The High-rise and Townhouse buildings each have their own storage areas which are mutually exclusive.

## SECTION 9

### SWIMMING POOL

#### **THERE IS NO LIFEGUARD ON DUTY AT THE POOL. USE OF THE POOL IS AT YOUR OWN RISK!!!**

1. Hours. Use of the pool and pool area is permitted during the hours of 9:00a.m. to 9:00p.m. daily.
2. No Lifeguard. As there is no lifeguard on duty, Residents, their Guests, and Short Term Visitors use the swimming pool at their own risk.
3. Guests. Residents take responsibility for the conduct and safety of their Guests, and Short Term Visitors who use the pool. There is a limit of four guests per apartment. Prior authorization from the Resident Manager is required for more than four guests per apartment. Any Resident's family members or Guests, or Short Term Visitors found in the pool area shall be presumed to be there with the full knowledge and consent of the Resident. Residents shall be responsible for the health and safety of themselves, their family members, Guests, and Short Term Visitors, who use the pool and for ensuring that all rules for this facility are obeyed. Owners are financially responsible for any damages or destruction caused by themselves, their Guests, their Tenants, and their Short Term Visitors.
4. Residents must ensure that their family members, Guests, Short Term Visitors, and their guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. **For safety reasons, no child under the age of 12 years will be allowed in the pool without adult supervision.**
5. **Persons who are incontinent or not toilet-trained shall not use the pool.**
6. Attire. Appropriate swimming attire must be worn by everyone entering the pool area.
7. Hairpins, and suntan oil. Hairpins and suntan oil are not permitted in the pool. Swimming caps or hair bands are suggested for long hair. Shower stalls are available in both restrooms adjacent to the pool for washing off suntan oil before swimming.
8. Drying Off. Swimmers are required to dry themselves thoroughly before entering the buildings. Residents are requested to wear appropriate attire in the common areas of the buildings, specifically shirts and a towel or other cover-up when going to and from the pool area.

9. Health. The State Health Department states that persons with communicable diseases or open wounds are not permitted in any pool. Spitting, spouting of water, nose blowing, or discharging bodily waste are prohibited. Diapers are not permitted in the pool.
10. Headphones. Radios, portable TV's, and tape/compact disc players, etc. are acceptable only if headphones are used and the sound is not audible to others.
11. Horseplay. Diving, "cannon balling", excessive splashing and screaming, pushing, or running in or around the pool area is prohibited.
12. Pool Equipment. Large flotation devices, diving fins, and scuba equipment are not permitted. Swimming aids and floatation devices are acceptable if used for safety reasons but do not inhibit the safety of others.
13. Pets. No pet is allowed in the pool or pool area. ***No animal whatsoever is allowed in the pool water.***
14. Eating and Drinking. Eating is not permitted inside the pool enclosure. Breakable items such as glassware, ceramics, chinaware, and bottles are prohibited in the pool area. Beverages in paper/non-shattering plastic containers and aluminum cans are allowed.
15. Personal Property. All personal belongings shall be removed from the pool area when the user leaves.
16. Pool Furniture. Only PHK board-approved pool furniture is allowed within the pool fenced area and may not be removed.
17. Tampering. No person shall interfere in any manner with any portion of the swimming pool, lighting apparatus, electrical or plumbing devices in or about the pool area.
18. Access. Only the Resident Manager, Security Guard, or the Board of Directors may restrict access to any user who unreasonably infringes upon the area's state of peace or violates the pool's health and safety rules, including misconduct or abusive behavior.

## SECTION 10

### ANIMALS

1. General. No livestock, poultry, rabbits, reptiles, monkeys, hamsters, rodents, or other animals whatsoever shall be allowed or kept in any part of the property, except that Owners or Tenants (with approval of the Owner) may keep one dog or one cat in their respective apartments with formal Board approval. Owners and Tenants (with approval of the Owner) may also keep small birds, in reasonable number, and fish in their respective apartments.
2. Commercial Purpose/Transit. No animal shall be kept, bred or used in any apartment for any commercial purpose; nor shall any animal be allowed on any common elements except in transit when carried, in a cage or container, or on a leash or harness.
3. Nuisance. Any animal causing a nuisance or unreasonable disturbance to any other Resident of the property shall be permanently removed from the premises promptly upon notice given by the Board of Directors or the Managing Agent.
4. Rules. The Board may establish rules and regulations related to the use of the common elements by animals from time to time.
5. Registration and Pet Deposit. All individuals planning to move into the building with a dog or cat must, before signing a lease, closing a sale, and moving in, register their pet with the Board of Directors and must submit a refundable fee of \$300.00 to the Resident Manager payable to The Plaza Hawaii Kai. Only one dog or one cat is allowed for each apartment. If a Resident is found harboring an unregistered pet, the Resident is liable for a \$200.00 fine. This fine is in addition to the \$300.00 pet deposit which is due upon registration, even if the Resident does not exceed the one dog/one cat limit. This fine is payable upon demand. If a Resident is in violation of the one-pet restriction, the Resident shall be required to remove his or her pets from the project to comply with the limit. A fine of \$25.00 a day will be in effect until proper notification to the Resident Manager that the Resident is in compliance.
6. Assistance Animals. Assistance animals must be registered with the Board of Directors and they must comply with all the rules regarding pets, unless a reasonable exemption is required because of the animal owner's disability. The Board may require verification of the disability and that the animal is needed to alleviate one or more symptoms of the disability (except if the disability and the disability-related need for the animal are both obvious).
7. Familiarity. **No exceptions** will be made for failure of prospective buyers or renters to be familiar with the Pet Rules before moving in.



8. Fish Tanks. Fish tanks are limited to a maximum size of 25 gallons.
9. Acquisition of Pet. Current Residents who plan to acquire pets shall be subject to the same approval process and fee stated in number 5 above.
10. Visiting Pets. No visiting pets shall be allowed on the premises; provided, however, that disabled guests shall be permitted to enter the premises with assistance animals.
11. Restraint. All animals in the elevators shall be hand-carried or held on a short leash, not to exceed one (1) foot in length, except that service dogs may be held on a harness with a rigid handle if required for use by persons with a disability.
12. Leashes. Animals shall not be allowed out of the apartment or building unless on a leash not to exceed four (4) feet in length, except that service dogs may be held on a harness with a rigid handle if required for use by persons with a disability. Cats and small dogs may be carried, as well as birds and fish in appropriate cages or containers.
13. Exercise. Animals shall be walked only off the premises of the apartment property and curbed in accordance with the Revised Ordinances of the City and County of Honolulu.
14. Damage. Any damage to the apartment building, grounds, flooring and carpeting caused by an animal shall be the responsibility of the animal owner. This includes damage caused by remedial action taken by the animal owner who shall pay the full cost of restitution, removal and/or replacement of said damaged items.
15. Personal Injury. The animal owner is also responsible for any personal injury or property damage to any Owner, Tenant, Resident, , Guest, Visitor, employee of the Plaza, contractors working on-site, other pets, or any affected member of the public.
16. Violations. Any violations of these Animal Rules shall result in a fine of \$25.00 for the first offense and \$50.00 for the second offense. The third offense shall be cause for immediate removal of a pet from the building, which shall be at the pet owner's expense. Any animal, which is determined to be a nuisance by the Board of Directors because of causing an unreasonable disturbance to any Resident, shall be in violation of these Animal Rules. The owners of assistance animals that create a nuisance will be given a warning and will be asked to take steps to correct the situation. If a subsequent incident occurs, the assistance animal must be permanently removed from the project.
17. State or Federal Fair Housing Act. None of the provisions in this Section are intended to restrict access to or limit the use and enjoyment of any apartment or the project by disabled persons. None of the provisions in this Section 10 will be

enforced in any manner that will violate the Federal Fair Housing Act and/or Chapter 515, Hawaii Revised Statutes.

## **SECTION 11**

### **RENTALS**

1. Term. Minimum rental term as specified in the Declaration is 90 days. If an apartment is rented in violation of the Declaration (i.e. less than 90 days) the Owner shall be fined \$100.00. After the Owner has received the Board's violation notice, the Owner will be fined an additional \$100.00 for each day the apartment continues to be rented for less than 90 days.
2. Registration. Residents, Non-Resident Owners, or Agents, who rent, loan or otherwise permit occupancy of their apartments, shall require new occupants to register with the Resident Manager within 24 hours of occupancy, provide a copy of the page of the rental agreement showing the Tenants' names and rental term to the Resident Manager, and acknowledge receipt in writing of a copy of these House Rules. Failure to register new occupants and/or failure to provide a copy of the page of the rental agreement showing the Tenants' names and rental term to the Resident Manager shall result in a \$250.00 fine.
3. Compliance. The Owner shall be responsible for the actions or omissions of their Agent or the Occupant/Resident of the apartment. Each Resident shall observe and comply with these House Rules and see that all their visitors, guests, and invitees observe and comply with these House Rules.
4. Notification. Residents, Owners and/or Agents for the Owners should also notify the Resident Manager when their apartments are unoccupied. It is suggested that Owners have someone make periodic inspections for them.
5. Assignment of Rights. Owners who rent their apartments automatically assign their rights to use the common elements to Tenants of their apartments. For details about transfer of keys to common elements please see Section 5, number 2.

## SECTION 12

### VIOLATIONS OF THE HOUSE RULES

Article VI, Section 11 of the By-Laws, provides that the Board of Directors shall have the right to impose monetary fines upon Owners, Tenants, and any other person using or coming upon the property, for violation of the Declaration, the By-Laws, and the House Rules.

#### Warnings, Fines, Appeals:

1. The Resident Manager may issue citations to Resident Owners, Registered Renters and/or the Absentee Owner of record for violations of the House Rules.
2. Except as otherwise stated in the House Rules: A written warning will be issued for a first offense. A second offense will cause the Resident Manager to issue a written warning with a recommendation to the Board of Directors to fine the violating Owner/Tenant \$25.00. Subsequent offenses shall increase by an additional \$50.00 for each subsequent citation. A copy of all (and/or subsequent) citation(s) shall be given to the violating Owner/Tenant, Board of Directors, and to the Managing Agent.
3. Exceptions to the above include, but are not limited to: failure of new Resident to register with Resident Manager (\$250.00); harboring an un-registered pet (\$200.00); violations of move-in/move-out times (\$250.00); violations of the smoking ban (\$150.00 for first offense, \$300.00 for second offense, third offense referred to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner); violations of the speed limit (\$50.00 for the first offense; \$100.00 for the second offense; third offense referred to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner.); violations of the animal feeding policy (\$50.00 for first offense, \$100.00 for second offense, third offense referred to legal counsel for action and compliance; all legal fees and costs shall be assessed to the Owner); and failure to obtain a signed approved application for alterations in advance of work commencing (\$250.00 see Appendix A Maintenance Modification and Renovation Manual).
4. Any action which in the opinion of the Board of Directors creates a hazard, hardship, danger or harm to residents of the project will result in a citation and an immediate \$500.00 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 House Rules that may impair or in any way affect the value or safety of the Plaza or the use, enjoyment, safety or health of any apartment Owner, Resident, other persons, or pets, on the property. In addition, the Board may seek the eviction of the persons responsible if they are tenants.

5. Owners shall be held responsible for unpaid fines assessed against their Tenants or Guests.

## **APPEALS**

Appeal procedures, as established by Article VI, Section 11 of the Restated By-Laws, are as follows:

- (i) Notice of Initial Appeal. By delivering to the Secretary or Managing Agent, within twenty (20) calendar days after the date of mailing to the appellant of written notice of such fine, a written notice of his or her initial appeal and the reasons therefore. The delivery of a notice of initial appeal as aforesaid shall not halt the accrual of any ongoing fine imposed for the violation which is the subject of the initial appeal. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of the hearing of such initial appeal.
- (ii) Time for Hearing Initial Appeal. All initial appeals shall be heard at a meeting of the Board of Directors within sixty (60) calendar days after the notice of initial appeal has been delivered to the Secretary or Managing Agent.
- (iii) Procedure. The cause of the fine shall be reported in writing by the Board of Directors, the Managing Agent, or the Resident Manager, if any, at such meeting, with a statement of the facts upon which the fine was based, a copy of which shall be delivered or mailed to the appellant at least ten (10) calendar days before the meeting. At the meeting, the appellant and/or any witnesses on his behalf may present his defenses and supporting evidence, if any, and the Board of Directors may present any witnesses and/or evidence it may have regarding the violation. During the meeting, the appellant and the Board of Directors shall each have the opportunity to present witnesses, testimony, and evidence relevant to the matter in question.
- (iv) Disposition of Initial Appeal. The Board of Directors shall vote as to whether the fine and/or the amount thereof will be affirmed. If less than a majority of the Directors participating in the meeting vote in the affirmative, the fine shall thereby be rescinded. If a majority of the Directors participating in the meeting vote to uphold the fine or any portion thereof, that sum shall be remitted by the appellant in full, within twenty (20) calendar days of the date that the appellant is delivered or mailed written notice of the decision of the Board of Directors upon the initial appeal, unless the appellant delivers a notice of final appeal to the Secretary or Managing Agent in the manner stated immediately below, within the aforesaid twenty (20) calendar day period of time.

- (v) Final Appeal. Persons wishing to appeal the Board of Directors' decision regarding the initial appeal may proceed as follows:
- (1) Notice of Final Appeal. By delivering a written notice of final appeal and the reasons therefore to the Secretary or Managing Agent within twenty (20) calendar days after the date of delivery or mailing to the appellant of written notice of the decision of the Board of Directors upon the initial appeal. The delivery of a notice of final appeal shall not halt the accrual of any ongoing fine imposed for the violation which is the subject of the final appeal.
  - (2) Appeals Committee. The appellant and the Board of Directors shall each select an apartment Owner who is willing to hear the final appeal as set forth below, and shall deliver the name, address, and telephone number of that person to the Secretary or Managing Agent within twenty (20) calendar days of the delivery of the notice of final appeal as aforesaid. Those two apartment Owners shall select one additional apartment Owner and shall deliver the name, address, and telephone number of that person to the Secretary or the Managing Agent within ten (10) calendar days of the expiration of the aforesaid twenty (20) calendar day period. Those three Owners shall constitute an Appeals Committee to hear and decide the final appeal. No member of the Appeals committee shall be related to either the appellant or any director by blood, marriage, or adoption, nor shall any member of the Appeals committee be the Co-Owner, Tenant, Co-Tenant, or landlord of the appellant or any director. Failure of the appellant to name an apartment Owner as aforesaid, within said twenty (20) calendar days, or the failure or refusal of such person to serve on the Appeals Committee, to cooperate in choosing a third member of the Appeals Committee, and to hear and decide the appeal after initially agreeing to do so, unless replaced by a willing and qualified substitute prior to the hearing of such appeal, shall result in the automatic dismissal of the final appeal. Failure of the Board of Directors to name an apartment Owner as aforesaid, within said twenty (20) days, or the failure or refusal of such person to serve on the Appeals Committee, to cooperate in choosing a third member of the Appeals committee, and to hear and decide the appeal after initially agreeing to do so, unless replaced by a willing and qualified substitute prior to the hearing of such appeal, shall result in the automatic rescission of the fine.
  - (3) Time for Hearing Final Appeal. All final appeals shall be heard at a meeting of the Appeals Committee within sixty (60) calendar days after the notice of final appeal has been delivered to the Secretary or Managing Agent.

- (4) Procedure. Copies of all written materials submitted by the appellant and the Board of Directors in the initial appeal, together with any additional supporting information that the Board of Directors or appellant may elect to provide, shall be delivered or mailed to each of the members of the Appeals Committee at least ten (10) calendar days before the meeting. At the meeting, the appellant and/or witnesses on his behalf may present his defenses and supporting evidence, if any, and the Board of Directors may present any witnesses and/or evidence it may have regarding the violation. During the meeting, the appellant and the Board of Directors shall each have a full opportunity to present witnesses, testimony, and evidence relevant to the matter in question.
- (5) Disposition of Final Appeal. The Appeals Committee shall vote as to whether the fine and/or the amount thereof shall be affirmed. If less than a majority of the Appeals Committee votes to uphold the fine, then the fine shall thereby be rescinded. If a majority of the Appeals committee votes to uphold the fine and the amount thereof, the fine shall stand and shall be remitted by the appellant in full, within twenty (20) calendar days of the date that the Secretary or Managing Agent delivers or mails the appellant written notice of the decision of the Appeals Committee. If a majority of the Appeals Committee votes to uphold the fine but to reduce the amount thereof, then the fine, as so adjusted, shall stand, and shall be remitted by the appellant in full, within the aforesaid twenty (20) calendar day period.

Failure to Comply With Deadlines. The failure of appellant to comply with any deadlines contained herein shall result in the automatic waiver of all appeal rights hereunder.

## **SECTION 13**

### **FAIR HOUSING**

Notwithstanding anything to the contrary herein and subject to reasonable administrative requirements as determined by the Board, Residents with disabilities, after complying with the application procedure, shall:

1. Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and
2. Be allowed reasonable exemptions from the Declaration, the By-Laws, the House Rules, and policies and procedures of the Association when necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be.

## **SECTION 14**

### **RULES FOR INSTALLATION OF ELECTRIC VEHICLE CHARGING SYSTEMS**

1. As used in this addendum:

“Common elements” include the land, driveways and parking areas, foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, roofs, and recreational facilities (see Paragraph B of the Second Restatement of Declaration for more details).

“Limited common elements” means the parking spaces, storage facilities, and certain parts of the common elements that only serve certain apartments, as more specifically described in Paragraph C of the Second Restatement of Declaration and Section 514B-35 of the Hawaii Revised Statutes.

**Note:** Since the installation of electric vehicle charging systems in the parking areas will only be possible on the common elements and limited common elements, owners must comply with the procedures outlined below for installing electric vehicle charging systems on those areas.

“Apartment Owner” or “Owner” means the person who owns, or the persons owning jointly or in common, an apartment and its appurtenant common interest.

“Board of Directors” or “Board” means the Board of Directors of the Association of Apartment Owners of The Plaza Hawaii Kai.

“Electric vehicle charging system” or “system” means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

## 2. Prohibitions

a.No common element electrical outlet shall be used as an electric vehicle charging system.

b.No electric vehicle charging system shall be installed on any parking stalls without first obtaining the approval of the Board in writing. This approval requirement also applies to electric vehicle charging systems installed on a limited common element parking stall. In order to process the approval request, the Board may hire an electrical engineer, at the apartment owner’s expense, to determine the capacity of the Association’s electrical system and its ability to support the electric vehicle charging system.

c.Only an apartment **owner** may install an electric vehicle charging system at the project. No tenant or other resident may install an electric vehicle charging system at the project except with the written permission of the apartment owner, and the apartment owner must: (i) submit the application form on behalf of the tenant; and (ii) on behalf of the tenant, assume all responsibilities imposed by these rules and the law on an apartment owner who installs an electric vehicle charging system.

d.No one may make any cuts into the structure of any building (floors, walls, or ceiling) or trim any vegetation/landscaping on the common elements in connection with the installation of an electric vehicle charging system without the prior written permission of the Board. If a cut is made into the structure of the building, it must be approved by the Board and restored to a condition acceptable to the Board. The Board may require that the owner provide confirmation from an architect or structural engineer that any cuts in the structure of the building will not adversely affect the building.

## 3. Pre-Installation Procedure

Any owner proposing to install an electric vehicle charging system must:

a.Submit a fully completed copy of the Association’s electric vehicle charging system installation form (attached) and obtain the written consent of the Board prior to beginning the installation.



b. Confirm that the installation includes a sub meter to determine the electricity used by the electric vehicle charging system. If the owner will not be billed directly by HECO, the device shall record the time, use, and all other information necessary to determine the cost of the electricity used by the electric vehicle charging system. Such information shall be made available to the Association and its Managing Agent via the internet or other similar means.

c. Hire an electrician licensed in the State of Hawaii and with the required insurance (and other licensed and insured contractors, if necessary) to install the electric vehicle charging system and inform the electrician/contractor that the installation must comply with these rules.

d. Obtain a building permit for the installation of the electric vehicle charging system.

e. Comply with all the requirements of the National Electrical Code and all laws and regulations applicable to the electric vehicle charging system.

f. Confirm in writing that the electric vehicle charging system will fully comply with these rules.

#### 4. Installation Requirements

After receiving the Board's written approval to proceed, an owner installing an electric vehicle charging system at the project must:

a. Install the electric vehicle charging system, including a sub meter or other similar device, on the apartment owner's limited common element parking stall or on a general common element that is as close as possible to that parking stall, in the location designated by the Board.

b. Integrate the electric vehicle charging system installation into the architecture and design of the building and make the electric vehicle charging system as visually unobtrusive as possible.

c. Paint all exposed surfaces to match the surface on which the electric vehicle charging system is mounted. (Thereafter, owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)

d. Ensure that exterior interconnecting components are minimized and that any parts of the electric vehicle charging system that must be installed on the exterior of walls, floors, or ceilings are enclosed with material that is similar in color and texture to the buildings.

e. At all times comply with all procedures and requirements of Hawaiian Electric Company and Article 625 of the National Electrical Code.

5. Post-Installation Procedure

a. Within fourteen (14) days of obtaining the Board's written approval of the installation of the electric vehicle charging system, the owner must provide the Board with a certificate of insurance from a company admitted to do business in Hawaii, naming the Association as an additional insured on the apartment owner's insurance policy. The certificate of insurance must show that the policy covers the electric vehicle charging system and their liability insurance limit shall be at least \$300,000.00 per claim.

b. An owner must: (1) register the completed electric vehicle charging system installation with the Association within thirty (30) days of its installation; and (2) provide a written confirmation by the owner's electrician that the work has been completed in accordance with these rules, the National Electrical Code, and all applicable laws and regulations.

c. The owner or tenant who uses the electric vehicle charging system shall be solely responsible for the cost of electricity used by the system and for ensuring that the sub meter or other similar device is functioning correctly at all times. If the electric charges are not paid by such owner or tenant, these charges may be assessed against the apartment and collected in the same manner as unpaid assessments for common expenses

6. Maintenance, repair, replacement and removal.

a. If an electric vehicle charging system is placed on a common element or limited common element, the apartment owner who installed the electric vehicle charging system and each successive owner of the apartment shall be responsible for:

i. Any costs for damages to: (1) the electric vehicle charging system; (2) the common elements, including the common element electrical system; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the electric vehicle charging system.

ii. Any repair, maintenance, removal, and replacement of the electric vehicle charging system (including the sub meter or other similar device installed to monitor the cost of electricity for the charging system), until the electric vehicle charging system has been removed from the common elements or the limited common elements.

- iii. Removing the electric vehicle charging system if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
- b. The Board may also require the removal of an electric vehicle charging system that threatens the health or safety of project residents.
- c. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect. The certificate shall provide that the Association must be notified at least thirty (30) days prior to cancellation of the insurance. If the certificate of insurance does not provide such notice, the owner shall provide written notice to the Association within 10 days of the owner receiving such notice of cancellation from the owner's insurance companies or insurance agent.
- d. The Board may require the removal of the electric vehicle charging system and related wiring when the owner or tenant who installed the system moves out of the project, unless a new owner or tenant requests the retention of the system and assumes all responsibilities for the system under these rules.



**Application to Install Electric Vehicle Charging System at The Plaza Hawaii Kai**  
**[sample – see Resident Manager for application]**

Name(s) of Owner(s): \_\_\_\_\_

Your apartment number and address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Your address (*if you do not live in your apartment*): \_\_\_\_\_

Name of licensed electrician who will install electric vehicle charging system:

\_\_\_\_\_

Address: \_\_\_\_\_

Electrician's license number: \_\_\_\_\_

Name of other contractor(s), if any, who will install electric vehicle charging system:

\_\_\_\_\_

Address: \_\_\_\_\_

Contractor(s)'s license number(s): \_\_\_\_\_

The proposed location for installation of the electric vehicle charging system:

\_\_\_\_\_

Limited Common Element Parking Stall No. \_\_\_\_\_

Exact position of electric vehicle charging system in that location, as well as location of electrical submeter or other similar device required to monitor the cost of the electricity used by the electric vehicle charging system (***attach plan to this form showing the plan and elevation of installation***). Note: The Board is relying on your representation of where your parking stall is located. Any errors in this regard may require your relocation of the electric vehicle charging station.

Will installation of your electric vehicle charging system require: (i) making any cuts in the structure of the building (floors, walls, or ceilings), or (ii) any structural modifications to the building?      Yes \_\_\_\_\_      No \_\_\_\_\_

Will installation of your electric vehicle charging station require the trimming of any

vegetation or landscaping around your parking stall or on any adjoining areas?

Yes\_\_\_\_ No\_\_\_\_\_

Name, address and phone number of your insurance agent:\_\_\_\_\_

By signing below, I/we confirm that I/we will comply with the attached rules **and ensure that anyone working on my/our behalf also complies with those rules.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**NOTE:** Within fourteen (14) calendar days of obtaining the Board's written approval of the installation of the electric vehicle charging system, the owner must provide the Board with a certificate of insurance from a company admitted to do business in Hawaii, naming the Association as an additional insured on the apartment owner's insurance policy. The certificate of insurance must show that the policy covers the electric vehicle charging system and their liability insurance limit shall be at least \$300,000.00 per claim. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under the Association's rules for installation of electric vehicle charging systems. The owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect. The certificate shall provide that the Association must be notified at least thirty (30) calendar days prior to cancellation of the insurance. If the certificate of insurance does not provide such notice, the owner shall provide written notice to the Association within ten (10) calendar days of the owner receiving such notice of cancellation from the owner's insurance company or insurance agent/broker.

# **APPENDIX A**

## **MAINTENANCE, MODIFICATION AND RENOVATION POLICY MANUAL**

## I. INTRODUCTION

The Board of Directors of the Association of Apartment Owners of THE PLAZA HAWAII KAI, (hereinafter referred to as “the Plaza”) has developed this Maintenance, Modification and Renovation Policy Manual (hereinafter referred to as the “MMR Manual”) in order to give Owners information concerning alterations, additions and repairs at the Plaza, to organize the process, to provide criteria for consistent decisions by the Board and the MMR committee, and to assist Owners with compliance.

This manual is intended only to clarify the provisions found in Chapter 514B, Hawaii Revised Statutes, the Second Restatement of Declaration of Condominium Property Regime of the Association of Apartment Owners of The Plaza Hawaii Kai (Declaration), and the Second Restatement of By-Laws of the Association of Apartment Owners of The Plaza Hawaii Kai (the “By-Laws”) (excerpts of which are included for reference purposes under APPLICABLE PROVISIONS). In the event of any conflict between the provisions, the provisions of Chapter 514B, Hawaii Revised Statutes, the Declaration and the By-Laws, in that order, shall control.

It is our intent that this manual is an evolving document with sufficient flexibility to address concerns and situations which may arise. Owners will be notified of any changes to the document.

## II. OBJECTIVES

The objectives of this manual are: To comply with the requirements of the Plaza documents and the applicable statute; to help maintain the structural integrity of the Plaza’s buildings; to help preserve the value of the apartments at the Plaza; to help enhance the aesthetic appearance of the Plaza; and to minimize any costs of enforcement of the provisions which govern and protect the Plaza.

## III. MAINTENANCE, MODIFICATION AND RENOVATION GUIDELINES

Prior to beginning any work, Owners are required to obtain an application form from the Resident Manager’s office or the Managing Agent, complete the form in its entirety and submit it to the Resident Manager. This allows proper scheduling of delivery personnel and contractors, and elevator use. The Resident Manager will be able to inform you when your planned work requires approval from the Board of Directors of The Plaza Hawaii Kai AOA. Applications are available from the Resident Manager’s office or by mail/email from the Managing Agent.

**There shall be a \$250.00 fine to the apartment Owner for failure to obtain a signed approved application for alterations in advance of work commencing. Failure to obtain approval may also result in Owners being required, at their own expense, to remove the alterations and/or addition and to restore the unit or the common or limited common elements to their original condition. All approved applications are**



valid for one (1) year from date of approval and any applications requiring a longer period for completion shall require written approval by the Board of Directors. If an Owner changes contractors after approval of an application, a new application must be submitted and approval obtained prior to the start of any work. Owners will be held responsible for the conduct of the contractors, repair persons and service persons including, but not limited to, adherence to all House Rules (e.g. proper disposal of construction materials and debris, authorized work hours, parking, notice to Resident Manager).

Maintenance, modification and renovation work items are organized into three categories:

- A. Work requiring notification of the Resident Manager only.
- B. Work requiring Board notification.
- C. Work requiring Board approval.

The following lists are not meant to be comprehensive, but are intended to provide a guide to the general type of work items included in each category. If the scope of work is expanded after the original Application is completed (and approved by the Board if needed), all subsequent work items must be documented on additional Applications and submitted to ensure a complete listing of the work items and/or changes.

### **CATEGORY A**

**Maintenance which may be undertaken by the homeowner no sooner than two (2) working days after application for planned work is submitted to the Resident Manager.** (If an emergency repair is necessary, notify the Resident Manager immediately.) Owners must coordinate with the Resident Manager for elevator use, work hours, and any required shut-offs of water or electricity. Category includes:

1. Interior painting of the apartment unit (excluding the lanai walls and ceiling).
2. Application of wallpaper and wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, or vertical blinds in white, or off-white color or with linings of white or off-white.
4. New carpeting must be installed with at least 3/8" thick carpet pad.
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non-built-in appliances (use of a licensed contractor is strongly recommended). Owners are **required** to install gravity flush type toilets when replacing toilets due to noise issues. When replacing water supply lines for toilets and faucets stainless steel braided hoses rated at 125psi at 140 degree are required.
6. Replacement of shower doors.
7. Replacement of window screens and/or lanai door screens. Owners may replace screens provided the materials match the current existing materials.

8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls as long as the wiring is covered with an electrical raceway. Prohibited is any cutting, chipping, or coring of concrete walls, floors or ceilings for any electrical installations. Use of a licensed contractor is strongly recommended.
9. Replacement of existing vinyl flooring in kitchens and bathrooms with new vinyl flooring.
10. If drywall inserts, picture hooks or similar type fasteners are to be installed, Owners should first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they cause to wiring or plumbing contained in the walls.

### **CATEGORY B**

**The Resident Manager must have the completed application a minimum of five (5) working days prior to starting the work. The Resident Manager will then inform the Committee and Board of the proposed work on these Category B items. In some instances, the proposed site and later the proposed work may require some oversight by a team in any combination of two Board members, a Committee member with a Board member and the Resident Manager.**

The Resident Manager cannot grant any variances from the rules of the provision of the governing documents. All modification requests must be in writing. Documentation (i.e., description of work, sketches or plans, manufacturers' catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Resident Manager. Category B includes:

1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing. (Note: Any disturbance of firestop material around piping must be restored with equivalent UL approved firestop material and inspected for compliance.)
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding apartment electrical panels) concealed in a non-load bearing interior apartment wall.
3. Any relocation and/or alteration to non-load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the wall may be impacted.
4. Replacement of kitchen and bathroom cabinets requiring electrical wiring at their original locations.
5. Replacement of the circuit breakers and bussing of the apartment's electrical panel requires a licensed electrician for the work. This work should include changing the incoming connection to copper before its attachment to the panel board.
6. Window tinting: Owners may choose from the list of manufacturers' specifications from the AOA Board pre-approved list of materials which is available from the Resident Manager.
7. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.). An acoustic underlayment shall be used under all hard flooring

materials. The combination of flooring material and underlayment must achieve 50 IIC (Impact Isolation Class). The manufacturer's specifications for any proposed hard flooring material and recommended underlayment must clearly state that the material and underlayment will achieve 50 IIC when placed over a six inch concrete slab without a suspended ceiling, as exists in our building.

### CATEGORY C

**Maintenance, modification and renovation work requiring Board approval.** The homeowner shall submit plans prepared by a licensed architect and/or engineer and obtain Board approval prior to starting construction work. The working hours, elevator usage, and utility shut-offs must be coordinated with the Resident Manager, prior to starting construction. Category C includes:

1. Relocation of any plumbing and drain lines away from their original position.
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element. (Note: Any disturbance of firestop material around piping must be restored with equivalent UL approved firestop material and inspected for compliance.)
3. All Plaza Hawaii Kai apartments are allowed one or two air conditioners per apartment provided they do **not exceed a total current-draw of 16 amps at 120 Volts**. A licensed electrician must do this work, and if a building permit is required, the Owner is responsible for obtaining one. Window air conditioners in the High-rise units may be installed only in the blocked out space provided in the original design of the buildings. Window air conditioners may also be installed in the Townhouses. Split level air conditioners may be installed in the High-rise units and in the Townhouses provided the air conditioner unit is installed with an evaporation drip pan such that water from the unit does not drain onto the side of the building and/or the apartment(s) below. Split level air conditioners must be installed with a direct run electrical line with a separate new circuit breaker. The noise level of the air conditioners must be no more than 60 decibels. Air conditioners visible from any portion of the exterior of the building, except from the lanai in question, will not be permitted.
4. Relocation of or modification to electrical lines, junction boxes, apartment's electrical panel and any other electrical component concealed within a common element.
5. Replacement of an existing bathtub or shower with a bathtub or shower of larger dimensions and/or volume.
6. Relocation of toilet, sink and lavatory. Owners are **required** to install gravity flush type toilets when replacing toilets due to noise issues. When replacing water supply lines for toilets and faucets stainless steel braided hoses rated at 125psi at 140 degree are required.
7. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed structural engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the Association, at the Owner's

expense, if the apartment Owner proposes to alter or modify any load-bearing wall.

8. Popcorn ceiling material: An Owner planning any renovations that might disturb the ceiling materials must comply strictly with federal Environmental Protection Agency, Occupational Safety and Health Administration, and State Health Department regulations. A licensed company certified to properly remove and dispose of suspected asbestos containing material must do all removal of ceiling materials.

The popcorn ceiling material in the apartments has a high probability of containing asbestos fibers over current EPA allowable limits because the buildings were built prior to any "standards" being established. The original ceilings are believed to be not hazardous if left undisturbed. It is not normally recommended or necessary to remove these ceilings, but Owners and Residents should contact their own professionals for advice if desired.

#### **IV. ARCHITECTURAL GUIDELINES AND APPROVED MODIFICATIONS**

##### **GENERAL COMMENTS:**

Before making any alterations or additions to the apartments or the common or limited common elements included in Category B and C of the guidelines, Owners are required to notify and/or to obtain the approval of the Board of Directors. The Board has established guidelines pertaining to the common elements or limited common elements. The following guidelines do not cover every possible alteration or addition for which approval must be sought: For additional information or clarification, please ask the Resident Manager or the Managing Agent for assistance.

NOTE: You must submit an application for approval by the Board of Directors for all alterations and/or additions to the common elements, or limited common elements, regardless of whether the alterations and/or additions are referenced below.

These guidelines are subject to change from time to time, however, homeowners will be advised of changes.

- A. **Building A (High-rise)** - Provided that the written approval of the Board of Directors is first obtained, the following alterations and additions are generally considered permissible:

1. Installation of window air-conditioning or split level units on lanai. Air conditioning units that are visible from any portion of the exterior of the building, except from the lanai in question, will not be permitted.
2. Installation of retractable canvas awning over lanai opening. Awnings must be of the same style and color as existing awnings.

3. Antenna installation is allowed in the smallest size practicable (no more than 39.4 inches for satellite dishes and cable antennas), preferably: (a.) indoors or, (b.) placed inconspicuously on a lanai. No common element or limited common element may be penetrated, or wiring be exposed to view for the installation. Because of their location, many apartments will not benefit from any type of antenna. Residents are advised to seek a specialist's advice prior to purchase. See Appendix B for further explanation.
4. Replacement of original entry doorknob. Replacement entry doorknobs must be of a bronze color and of a style that matches the original entry doorknob.
5. Installation of replacement or additional dead bolt in entry doors. New or replacement dead bolts must be a bronze color and of a style that matches the original equipment.
6. Replacement of entry door threshold. The exterior appearance of the new threshold must match the original equipment.
7. Temporary installation of seasonal decorations on front door for up to 30 days. The Board reserves its right to regulate the length of time said decorations may be displayed.
8. Replacement of original doorbell or installation of door buzzer. The doorbell must be of the same style and color of the original equipment. The sound must not be disturbing to neighbors.
9. Installation of new doorway through exterior wall for access to lanai from bedroom. The exterior wall must be non-load bearing. Plans and specifications prepared by a licensed architect must be submitted to the Board.

B. **Building A (High-rise)** - The following alterations and additions will **not be permitted** in Building A (High-rise).

1. Installation of tile, stone, or other hard surface, or carpet or astro turf on sheltered lanai.
2. Enclosure of lanai with screen or glass.
3. Relocation of original lanai glass line.
4. Repainting of entry door exterior with non-standard color.
5. Replacement of corridor jalousies with fixed glass.

6. Installation of screen or louvered door outside of entry door.
7. Installation of air conditioning units in corridor windows.
8. Installation of tile in exterior corridor entry door alcove.
9. Repainting of lanai walls with non-standard color.
10. Cutting, chipping, or coring of concrete walls, ceilings, or floors for plumbing, electrical, or other installations.
11. Placement of personally owned plants, planters, decorations, etc. on exterior walls or on corridor floors, walls, or entry doors.
12. Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors).
13. Replacement or addition of exterior light fixtures in corridors.

C. **Building B (Townhouses)** - Provided that the written approval of the Board of Directors is first obtained, the following is a list of alterations and additions that are generally considered permissible:

1. Enclosure of sheltered lanai with screen. Plans and specifications must be submitted to the Board. Standard design and hardware colors must be used.
2. Enclosure of lanai with glass. Plans and specifications must be submitted to the Board. Standard design and hardware colors must be used. The owner may be required to remove the enclosure at the owner's expense to allow maintenance and repair of common elements.
3. Installation of roof over open lanai. Plans and specifications must be submitted to the Board. Roof maintenance is at the owner's expense.
4. Installation of screen door outside of entry door. The color and style must match existing installations.
5. Installation of air conditioning units on lanai. Not permitted are air conditioning units that are visible from the exterior of the building and/or from other units.
6. Installation of retractable canvas awning over lanai opening. Awnings must be of the same style and color as existing awnings.

7. Replacement of original entry doorknob. Replacement entry doorknobs must be a bronze color and of a style that matches the entry doorknob.
8. Installation of additional or replacement dead bolts in entry door. New and replacement dead bolts must be a bronze color and of a style that matches original equipment.
9. Replacement of entry door threshold. The exterior appearance of the threshold must match original equipment.
10. Temporary installation of seasonal decorations on the front door for up to 30 days. The Board reserves its right to regulate the length of time said decorations maybe displayed.
11. Replacement of original doorbell or installation of door buzzer. The doorbell must be of the same style and color as the original equipment. The sound must not be disturbing to neighbors.
12. Installation of new doorway through exterior wall for access to lanai from bedroom. The exterior wall must be non-load bearing. Plans and specifications prepared by a licensed architect must be submitted to the Board.

D. **Building B (Townhouses)** - The following alterations and additions **will not be permitted** in Building B (Townhouses):

1. Installation of tile, stone, or other hard surface, or carpet or astro turf on sheltered lanai.
2. Installation of tile, stone, or other hard surface, or carpet on courtyard lanai.
3. Repainting of entry door exterior surface with non-standard color.
4. Relocation of original lanai glass line.
5. Repainting courtyard fence interior or exterior with non-standard color.
6. Installation of air conditioning units in courtyard side windows.
7. Installation of air conditioning units in windows visible from outside the buildings.
8. Installation of windows or louvers in front door.
9. Installation of tile in exterior corridor entry door alcove.

10. Repainting of lanai walls with non-standard color.
11. Cutting, chipping, or coring of concrete walls, ceilings, or floors for plumbing, electrical, or other installations.
12. Placement of personally owned plants, planters, decorations, etc. on exterior walls or on walkways, walls, or entry doors.
13. Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors).
14. Replacement or addition of exterior light fixtures in walkways and courtyards.

#### **OTHER GENERAL GUIDELINES:**

- A. Apartment Doors: No change in the exterior appearance of apartment doors is allowed.
- B. Windows: All maintenance or replacement of window glass appurtenant to the apartment is the responsibility of the apartment owner. However:

1. Due to the inaccessibility of exterior surfaces of the apartment windows, the Board provides for the washing of all exterior window surfaces from time to time as a common expense. In the event of water intrusion through window frames, Owners should report the incident immediately to the Resident Manager or Managing Agent in writing. The nature and cause of the water intrusion will be investigated by the Association, and the Owner will be advised concerning suggested repairs.

Note: Owners are advised to immediately report to their insurance agent(s) any losses or damages to personal property caused by water intrusion from leaking windows and window frames.

2. Drapery, Shades, Shutters: The Board of Directors has determined that in order to preserve the uniform exterior appearance of the Plaza, exterior windows of apartments may only utilize white, or off white drapery, lining, shades, blinds and shutters.
- C. Air Conditioners: The air conditioning units including fans, motors, thermostats, valves, coils, condensation pans, and enclosures, located within the Plaza apartments must be maintained by the apartment Owner.

Due to the importance of proper maintenance of each apartment's fan coil unit(s) and the high potential for disruption of service and property damage to other apartments which may result from negligent fan coil maintenance, the Board



believes that it is in the best interest of all Owners to provide for regular routine inspections of all fan coil units. The inspections (at Owners' expense) are usually limited to periodic inspections and use of anti-algaecides in the condensation drip pans. Any malfunctions and/or leaks should be reported immediately to the Resident Manager.

D. Antennas, satellite dish, and similar structures: See Appendix B.

E. Plumbing (pipes and fixtures):

1. Washing machine valves and hoses, and the valves and water supply lines located beneath sinks and in kitchens are the responsibility of the Owner to maintain. Owners are advised to check these fixtures regularly for necessary replacement. When replacing water supply lines for toilets and faucets stainless steel braided hoses rated at 125psi at 140 degree are required.

2. Procedures for water shut-off: If it becomes necessary to have the water supply shut off in order to install new fixtures or to make repairs, Owners must contact the Resident Manager.

## **V. PROCEDURES FOR APPROVAL**

A. Appointment and scope of MMR Committee: The President will appoint Directors and/or Owners to serve on this Committee. The Committee will consider all applications which are submitted, confer with the Owner as necessary, retain professionals to review plans and specifications as necessary, (to be paid for by the applicant); and make a recommendation to the Board of Directors.

B. Application

1. Form: The Application must be submitted on a form provided by the Association and available from the Resident Manager's office, or from the Managing Agent, see sample included in these House Rules.

2. Inclusions: The MMR Committee and/or Board may require that the application include (1) detailed plans and specifications drawn and stamped by an architect; (2) a certificate of an architect that the plans, specifications and drawings fully and accurately depict the proposed alterations and additions as approved by the Department of Planning and Permitting of the City and County of Honolulu; (3) proof of compliance with governmental requirements; (4) an executed recordable agreement in a form specified by the Board indemnifying the Association and assuming responsibility for maintenance of the alteration/addition (a sample form is enclosed as Exhibit "2" which is subject to modification by the Board depending on the nature

of the proposed project); and (5) other information as necessary to enable the Committee and Board to make a review. Depending on the nature of the proposed project, other information or materials may be required.

3. Site Inspection: The Resident Manager and an MMR committee member and/or Board member, or two Board members will make a site inspection prior to approval of the application, and also as work progresses. Owners must make arrangements for the Board members and/or Resident Manager to jointly inspect the site at a reasonable time during the workday.
4. Committee Meeting: The Owner and his/her representative will be invited to attend a Committee meeting if the Committee has questions concerning the proposed improvement.
5. Recommendation of Committee: Once the committee has received a complete application and has had an opportunity for a site inspection, review by a professional if required and a meeting with the Owner, the Committee will vote on a recommendation to be made to the Board. The recommendation and application will be submitted to the Board and at least one member of the Committee will attend the Board meeting at which the application is placed on the agenda. If the Committee votes to disapprove the application, it must provide a report detailing the basis for disapproval to the Board and to the applicant. The applicant must be given the report at least 5 days prior to the Board meeting to enable him/her to prepare a response, if so desired.
6. Board Approval/Disapproval: At the Board meeting, the Owner and his/her representative will be given an opportunity to speak to the Board following the presentation of the report/recommendation of the Committee. The Board may make a decision at the meeting or may defer its decision to a future meeting. The Board may require that further information be submitted before considering the application.

The Board of Directors has authority to withhold approval of any alterations or additions, at its discretion, on grounds of building integrity, uniformity of the appearance of the Plaza, aesthetic values or for any other reason, provided that such approval shall not be unreasonably withheld. The Board may adopt reasonable rules and regulations with regard to any proposed alteration or addition or other matter for which approval is sought.

The Board may require the Owner requesting approval to provide the Board and the Association with a written agreement which shall be recorded at the Bureau of Conveyances of the State of Hawaii whereby the Owner agrees to the following, including, but not limited to, his/her responsibility to repair

and maintain the alterations or additions, to remove the alteration or addition if necessary to repair (limited) common elements, to indemnify the Association and the Board in the event of damages to the (limited) common elements or any other apartment.

The Board's approval is conditional on the agreement of the Owner to pay any attorneys' fees and costs incurred by the Association in connection with the Owner's request for Board approval. This applies to both the High-rise, Building A and the Townhouses, Building B.

7. Right of Appeal: Following the denial, any Owner whose application is denied in whole or in part may appeal the decision at the next meeting of the Board of Directors following the Owner's receipt of the denial. The Owner will be permitted to submit any additional information which is relevant to the denial, and to speak or to have a representative speak. The Board may make its decision at the meeting at which the appeal is considered or defer its decision to a later meeting.
8. Approval of other Owners: Once the Board has approved the application, the Board will seek the approval of Owners if required by the Plaza documents or the Hawaii Revised Statutes. The applicant may be required to pay all or part of the cost of seeking Owners' approval.

## **VI. REVIEW CRITERIA**

The Board will review all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the apartment and its location. Design decisions made by the Board in reviewing applications are based on the following criteria, which represent in more specific terms the general standards of The Plaza Hawaii Kai documents and the Hawaii Revised Statutes:

- A. Conformance with the Declaration, By-Laws and Hawaii Revised Statutes. All applications will be reviewed to confirm that planned work conforms with the provisions of the Plaza governing documents and the Hawaii Revised Statutes. In certain instances, it could be necessary for the Board to obtain a legal opinion from the Association's attorney to verify the applicable requirements. Unless expressly waived by the Board, all plans and specifications must be prepared by a licensed architect.
- B. Compliance with Licensing, Building, Zoning Codes. Owners will be required to present proof of compliance with all applicable governmental requirements (e.g. building permits, use permits, etc.). The Owner should not rely on the Association's

approval of a design as evidence that it has complied with applicable licensing, building, and zoning codes.

- C. Validity of Concept. The basic idea must be sound and appropriate to its surroundings.
- D. Structural Integrity of the Building. Owners may be required to provide a statement from an architect or structural engineer that the proposed modification will not adversely affect the structural integrity of the building or any part of it.
- E. Design Compatibility. The proposed work must be compatible with the architectural characteristics of the applicant's apartment, adjoining apartments and the Plaza as a whole. Compatibility includes, but is not limited to, similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.
- F. Location and Impact on the Plaza. The proposed alteration should relate favorably to the landscape, the existing structure and the Plaza. Some primary concerns are access, view, sunlight, ventilation and drainage. When a proposed alteration has possible impact on adjacent properties and/or Owners, it is suggested that the applicant discuss the proposal with neighbors prior to submitting an application. It may be appropriate in some cases to present neighbor comments along with the application. Condominium insurance policies should be examined and the insurance company consulted when appropriate.
- G. Scale. The scale of proposed alterations or additions should relate well to adjacent structures and its surroundings.
- H. Color. The color of exposed alterations or additions should relate well to adjacent structures and surroundings.
- I. Materials. Continuity is established by use of the same or compatible materials as were used in the original structure.
- J. Workmanship. Workmanship is another standard which is applied to all alterations or additions. The quality of work should be equal to or better than that of the surrounding area. Poor workmanship can also create safety hazards. Owners shall be responsible for damages or injuries resulting from safety hazards created by or arising from the work or the workmanship. The Association shall not be responsible for any such damages or injuries nor shall the Association be responsible for poor workmanship or design defects.
- K. Timing. Projects which remain uncompleted for long periods of time are visually objectionable, and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. Owners must adhere to completion dates, pending uncontrollable or unforeseeable circumstances.

## **INDEMNIFICATION AGREEMENT**

If Owner is given approval to alter or modify a common element or limited common element, maintenance then becomes the responsibility of said Owner. This obligation shall pass with the title of the property. As such Owner may be required to execute and have filed an "Indemnification Agreement."

The Association's attorney will prepare the Agreement. Owners will be required to pay the reasonable attorneys' fees and costs incurred in the preparation of the Agreement and in recording the Agreement at the Bureau of Conveyances of the State of Hawaii.

## EXHIBIT 1

### THE APPLICABLE PROVISIONS

#### A. THE DECLARATION:

1. Description of the Apartments.

Paragraph A, Subparagraph 2(d) of the Declaration provides, in part:

The respective apartment units shall not be deemed to include the undecorated or unfinished surfaces of the: 1) perimeter walls; 2) interior load-bearing walls; 3) doors, door frames, windows, or window frames; 4) floors and ceilings surrounding each apartment unit; and 5) adjacent lanai(s), patios, and private roof gardens, the same being deemed common elements. Further, the respective apartment units shall not be deemed to include any pipes, wires, conduits or other utility lines running through such apartment unit which are utilized for or serve more than one apartment, the same being deemed common elements as hereinafter provided. Each apartment shall include the inner decorated and/or finished surfaces of adjacent lanai(s), patios and private roof garden, if any, as shown on said Condominium File Plan. Each apartment shall also include all of the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, doors, door frames, window, window frames, floors and ceilings, and any fixtures originally installed therein.

2. Description of the Common Elements.

Paragraph B of the Declaration provides:

B. COMMON ELEMENTS. One freehold estate is hereby designated in all of the remaining portions of the Project, herein called the “common elements”, which shall include the limited common elements described in paragraph C herein below and all other portions of the land and improvements other than the apartments, including the buildings, the land on which they are located, and all elements mentioned in the Condominium Property Act which are actually constructed on the land described herein. Said common elements shall include but shall not be limited to:

1. All land in fee simple;
2. All foundations, columns, girders, beams, floor slabs, supports, unfinished perimeter and load-bearing walls (except for the inner decorated surface within each unit), roofs, stairways, walkways, entrances and exits of said buildings;
3. All yards, grounds, landscaping, refuse facilities, driveways, parking areas, the swimming pool, barbeque, and other recreational facilities and appurtenances;

4. All lobbies, storage areas, trash rooms, equipment rooms, and the mailbox room, common meeting room, restrooms and manager's office located on the ground floor of Building "A";
5. All ducts, sewer lines, electrical equipment, pipes, wiring and other central and appurtenant transmission facilities, installations which serve more than one apartment for services such as power, light, water, gas, air conditioning, refuse, telephone and radio and television signal distribution;
6. Fifteen (15) guest automobile parking spaces as shown and delineated on said Condominium File Plan; and
7. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance or safety, and normally in common use.

3. Description of the Limited Common Elements.  
Paragraph C of the Declaration provides:

C. LIMITED COMMON ELEMENTS. Certain parts of the common elements, hereinafter called and designated "limited common elements" are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

1. The following limited common elements are appurtenant to and for the exclusive use of all apartment units in Building "A": (i) all storage and loading areas within said building, and the elevator lobby, transformer vault and trash room, located on the ground floor of the building; (ii) the stairwells connecting the floors of the building; (iii) the two elevators serving all floors, with elevator housing and appurtenant equipment; and (iv) all foundations, perimeter walls and other structural elements of said building and the attached parking structure and all essential and appurtenant installations for common services located therein, including power, light, water, telephone, and trash disposal.
2. The following limited common elements are appurtenant to and for the exclusive use of all of the apartment units in Building "B": (i) all storage areas situated within the building; (ii) all common walkways on the ground floor; and (iii) all foundations, perimeter walls, and other structural components of said building and all essential and appurtenant installations for common services located therein, including power, light, water, telephone, and trash disposal.
3. In Building "A", the elevator lobbies and main corridor on each floor from the second floor level of the ground floor through the fifteenth floor shall be appurtenant to and for the exclusive use of the apartment units which are located on each such floor.

4. The mailboxes contained in the mailbox room on the ground floor of the Building "A" shall be appurtenant to and for the exclusive use of the respective apartments with which or to which the same are assigned.
5. In Building "B", there are seven stairways between the ground floor and the second floor which are designated on said Condominium File Plan as stairways "A" through "G", inclusive. Each such stairway, and the entry corridor contiguous thereto, shall be appurtenant to and for the exclusive use of the apartment unit or units which are served thereby, as follows: (i) Stairway "A" shall be appurtenant to and for the exclusive use of Apartment Nos. 15 and 16; (ii) Stairway "B" shall be appurtenant to and for the exclusive use of Apartment Nos. 17 and 18; (iii) Stairways "C" and "D" shall be appurtenant to and for the exclusive use of Apartment Nos. 19, 20, 21, 22 and 23; (iv) Stairway "E" shall be appurtenant to and for the exclusive use of Apartment No. 24; (v) Stairway "F" shall be appurtenant to and for the exclusive use of Apartment No. 25; and (vi) Stairway "G" shall be appurtenant to and for the exclusive use of Apartment No. 26.
6. At least one automobile parking stall shall be appurtenant to and for the exclusive use of each apartment, with which the same shall be conveyed upon the initial conveyance by lease; each apartment shall always have at least one parking stall appurtenant to it but otherwise any automobile parking stall easement may be transferred from apartment to apartment in the project but shall always be appurtenant to one of the apartments in the project.

4. Alterations and Additions by the Association and by Owners.  
Paragraph O of the Declaration provides:

O. ALTERATION OF PROJECT. Restoration or replacement on or appurtenant to the Project of any building, swimming pool or other facility or construction or structural alteration or addition to any such structure different in any material respect from said Condominium File Plan of the Project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of this Declaration, duly executed by or pursuant to the affirmative vote or written consent of the owners of apartments to which are appurtenant at least 67% of the common interest, and in accordance with complete plans and specifications therefore first approved in writing by the Trustees (so long as the Trustees have an ownership interest in the leased-fee interest in the land underlying the Project) and Board. Promptly upon completion of such restoration, replacement or construction, the Association shall duly record or file of record such amendment together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; provided, however, that notwithstanding any provision in this Declaration to the contrary, nonmaterial alterations or additions within an apartment or within a limited common element appurtenant to and for the exclusive use of such apartment, shall require the written consent thereto and the written approval of the apartment owner's plans therefore, by only the holders of all liens affecting such apartment (if the lienholders require such consent and approval), the Board, all other apartment owners thereby directly affected (as determined by said Board) and the



Trustees (so long as the Trustees have an ownership interest in the leased-fee interest in the land underlying the Project), and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floor plans of the project as so altered. The reference to "nonmaterial" alterations and additions herein shall mean alterations and additions to do not jeopardize the soundness or safety of the Project, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the Project, interfere with or deprive any non-consenting owner of the use or enjoyment of any part of the Project, or directly affect any non-consenting owner.

## **B. THE BY-LAWS.**

### **1. Maintenance of the Apartments**

Article V, Section 2 of the By-Laws provides:

Section 2. Every apartment owner shall at his own expense at all times will and substantially repair, maintain, amend and keep his apartment, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such apartment, the interior decorated or finished surfaces of all walls, doors, floors and ceilings of such apartment, all window panes and any appurtenant storage areas, with all necessary reparations and amendments whatsoever in good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all costs, loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every apartment owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered.

### **2. Alterations and Additions by Owners.**

Article V, Section 3(f) of the By-Laws provides:

(f) No apartment owner or occupant shall erect or place in the project any building or structure including fences and walls, nor make any additions or alterations to any common elements of the project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board and first approved in writing by the Board. The Board of Directors shall have the authority to withhold its approval under this provision, at its discretion, on aesthetic grounds, to preserve the uniformity of the appearance of the project, or for any other reason, provided that such approval shall not be unreasonably withheld. The Board of Directors may adopt reasonable rules and regulations with regard to any proposed alteration, addition, modification, sign, or other matter for which approval is sought hereunder. The Board may

require that the owner requesting approval hereunder provide the Board and the Association with an indemnification agreement and to pay any attorneys' fees and costs incurred by the Association or the Board in connection with the request by the Owner for Board approval hereunder.

3. Landscaping and Decorating Entrance, Hallway, Planting Areas, or Other Portions of the Project.

Article V, Section 3(g) of the By-Laws provides:

(g) No apartment owner shall decorate or landscape any entrance, hallway, or planting area appurtenant to his apartment, nor any other portion of the project, except in accordance with standards therefore established by the Board of Directors or specific plans approved in writing by the Board.

4. Installation of Wiring for Electrical or Telephone Installations, Machines or Air Conditioning Units or Other Equipment.

Article V Section 3(m) of the By-Laws provides:

(m) No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof.

5. Installation of Television or Other Antennas.

Refer to Appendix B of the House Rules

6. Work that would Overload or Impair the Floors, Walls or Roofs.

Article V Section 3 (o) of the By-Laws provides:

(o) Nothing shall be allowed, done or kept in any apartments or common elements of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

**C. CHAPTER 514B. HAWAII REVISED STATUTES:**

1. Alterations and Additions by Owners

Section 514B-140(a), (b), and (c), Hawaii Revised Statutes:

(a) No unit owner shall do any work that may jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement, as reasonably determined by the board.

(b) Subject to the provisions of the declaration, no unit owner may make or allow any material addition or alteration, or excavate an additional basement or cellar, without first obtaining the written consent of sixty-seven per cent of the unit owners, the consent of all unit owners whose units or appurtenant limited common elements are directly affected, and the approval of the board, which shall not unreasonably withhold such approval. The declaration may limit the board's ability to approve or condition a proposed addition or alteration; provided that the board shall always have the right to disapprove a proposed addition or alteration that the board reasonably determines could jeopardize the soundness or safety of the property, impair any easement, or interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the property.

(c) Subject to the provisions of the declaration, nonmaterial additions to or alterations of the common elements or units, including, without limitation, additions to or alterations of a unit made within the unit or within a limited common element appurtenant to and for the exclusive use of the unit, shall require approval only by the board, which shall not unreasonably withhold the approval, and such percentage, number, or group of unit owners as may be required by the declaration or bylaws; provided that the installation of solar energy devices shall be allowed on single-family residential dwellings or townhouses pursuant to the provisions in section 196-7 [of the Hawaii Revised Statutes].

As used in this subsection:

"Nonmaterial additions and alterations" means an addition to or alteration of the common elements or a unit that does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement, detract from the appearance of the project, interfere with or deprive any non-consenting owner of the use or enjoyment of any part of property, or directly affect any non-consenting owner.

"Solar energy device" means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and be ready to be made operational in order to qualify as a "solar energy device"; provided further that "solar energy device" shall not include skylights or windows.

"Townhouse" means a series of individual houses, having architectural unity and a common wall between each unit, provided that each unit extends from the ground to the roof.

## THE PLAZA HAWAII KAI

### Application for Approval of Alterations and/or Additions

As stated in the Maintenance, Modification and Renovation Policy Manual, Owners may make desired maintenance, modifications or renovations only after the review and processing of this Application. Applications are available from the Resident Manager's office, or by mail from the Managing Agent, Touchstone Properties Ltd., at 680 Iwilei Road, Suite 777, Honolulu, Hawai'i 96817. Completed applications may be handed to the Resident Manager or mailed to the Managing Agent. Owners will be notified by the Renovation Committee and/or Board of Directors.

There shall be a \$250.00 fine to the apartment Owner for failure to obtain a signed approved application for alterations in advance of work commencing and may also result in Owners being required, at their own expense, to remove the alterations and/or addition and to restore the unit or the common or limited common elements to their original condition. Furthermore, failure to obtain Board approval may result in legal action, in which case, the Owner will be responsible for all attorney's fees and costs incurred by the Association in connection with the action.

All approved applications are valid for one (1) year from date of approval and any applications requiring a longer period for completion shall require written approval by the Board of Directors. **If an Owner changes contractors after approval of an application, a new application must be submitted and approval obtained prior to the start of any work.**

Your cooperation in complying with the policies of the Board and of the Maintenance, Modification and Renovation Committee policies will help maintain a uniform and aesthetic appearance of the Plaza Hawaii Kai and will help protect and ensure the structural integrity of the buildings of the Plaza.

**If an emergency repair is needed, contact the Resident Manager immediately.**

**All other work will fall into one of these three (3) categories:**

- Category A: Plan of work may proceed after coordination with the Resident Manager
- Category B: Plan of work will be reviewed by the Maintenance, Modification & Renovation Committee, and by the Board, as needed.
- Category C: Plan of work in all instances requires Board approval and applicable documents such as, but not limited to, Architect's or Engineer's plans, and Honolulu City & Building Permits as required.

### **Category A**

**Maintenance which may be undertaken by the homeowner no sooner than two (2) working days after application for planned work is submitted to the Resident Manager.** If an emergency repair is necessary, notify the Resident Manager immediately. Owners must coordinate with the Resident Manager for elevator use, work hours, and any required shut-offs of water or electricity. Category A includes:

1. Interior painting of the apartment unit (excluding the lanai walls and ceiling).
2. Application of wallpaper and wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, or vertical blinds in white, off-white color or with linings of white or off-white.
4. New carpeting must be installed with at least 3/8" thick carpet pad.
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non-built-in appliances (use of a licensed contractor is strongly recommended). Owners are **required** to install gravity flush type toilets when replacing toilets due to noise issues. When replacing water supply lines for toilets and faucets stainless steel braided hoses rated at 125psi at 140 degree are required.
6. Replacement of shower doors.
7. Replacement of window screens and/or lanai door screens. Owners may replace screens provided the materials match the current existing materials.
8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls as long as the wiring is covered with an electrical raceway. Prohibited is any cutting, chipping, or coring of concrete walls, floors or ceilings for any electrical installations. Use of a licensed contractor is strongly recommended.
9. Replacement of existing vinyl flooring in kitchens and bathrooms with new vinyl flooring.
10. If drywall inserts, picture hooks or similar type fasteners are to be installed, first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they cause to wiring or plumbing contained in the walls.

### **Category B**

**The Resident Manager must have the completed application a minimum of five (5) days prior to starting the work. The Resident Manager will then inform the Committee and Board of the proposed work on the Category B items. In some instances, the proposed site and later the proposed work may require some oversight by a team in any combination of two (2) Board members, a Committee member with a Board member and the Resident Manager.**

The Resident Manager cannot grant any variance from the rules of the provision of the governing documents. All modification requests must be in writing. Documentation (i.e. description of work, sketches or plans, manufacturers catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Resident Manager. Category B includes:

1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing. (Note: Any disturbance of firestop material around piping must be restored with equivalent UL approved firestop material and inspected for compliance.)
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding apartment electrical panels) concealed in a non-load bearing interior apartment wall.
3. Any relocation and/or alteration to non-load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the wall may be impacted.
4. Replacement of kitchen and bathroom cabinets requiring electrical wiring at their original locations.
5. Replacement of the circuit breakers and bussing of the apartment's electrical panel requires a licensed electrician for the work. This work should include changing the incoming connection to copper before the attachment to the panel board.
6. Window tinting: Owners may choose from the list of manufactures specifications from the AOA Board pre-approved list of materials which is available from the Resident Manager.
7. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.). An acoustic underlayment shall be used under all hard flooring materials. The combination of flooring materials must achieve 50 IIC (Impact Isolation Class). The manufacturer's specifications for any proposed hard flooring material and recommended underlayment must clearly state that the material and underlayment will achieve **50 IIC** (Impact Isolation Class) when placed over a six (6) inch concrete slab without a suspended ceiling, as exists in our building.

## Category C

**Maintenance, modification and renovation work requiring Board approval.** The homeowner shall submit plans prepared by a licensed architect and/or engineer and obtain Board approval prior to starting construction work. The working hours, elevator usage, and utility shut-offs must be coordinated with the Resident Manager, prior to starting construction. Category C includes:

1. Relocation of any plumbing and drain lines away from their original position.
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element. (Note: Any disturbance of firestop material around piping must be restored with equivalent UL approved firestop material and inspected for compliance.)
3. All Plaza Hawaii Kai apartments are allowed one or two air conditioners per apartment provided they do **not exceed a total current-draw of 16 amps at 120 Volts**. A licensed electrician must do this work, and if a building permit is required, the Owner is responsible for obtaining one. Window air conditioners in the High-rise units may be installed only in the blocked out space provided in the original design of the buildings. Window air conditioners may also be installed in the Townhouses. Split level air conditioners may be installed in the High-rise units and in the Townhouses provided the air conditioner unit is installed with an evaporation drip pan such that water from the unit does not drain onto the side of the building and/or the apartment(s) below. Split level air conditioners must be installed with a direct run electrical line with a separate new circuit breaker. The noise level of the air conditioners must be no more than 60 decibels. Air conditioners visible from any portion of the exterior of the building, except from the lanai in question, will not be permitted.
4. Relocation of or modification to electrical lines, junction boxes, apartment electrical panel and any other electrical component concealed within a common element.
5. Replacement of an existing bathtub or shower with a bathtub or shower of larger dimensions and/or volume.
6. Relocation of sink, toilet and lavatory. (Note: Owners are **required** to install gravity flush type toilets when replacing toilets due to noise issues. When replacing water supply lines for toilets and faucets stainless steel braided hoses rated at 125psi at 140 degree are required.)
7. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed structural engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the Association, at the owner's expense, if the apartment owner proposes to alter or modify any load-bearing wall.
8. Popcorn ceiling material: An owner planning any renovations that might disturb the ceiling materials must comply strictly with federal Environmental Protection Agency, the Occupational Safety and Health

Administration, State Health Department regulations. A licensed company certified to properly remove and dispose of suspected asbestos containing materials must do all removal of ceiling materials.

The popcorn ceiling material in the apartments has a high probability of containing asbestos fibers over the current EPA allowable limits because the buildings were built prior to any "standards" being established. The original ceilings are believed to be not hazardous if left undisturbed. It is not normally recommended or necessary to remove these ceilings, but Owners should contact their own professionals for advice if desired. If the popcorn ceiling will be disturbed, the Owner must have the ceiling tested and a copy mailed by the testing company directly to the Association's managing agent.

Date: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Apartment Owner's Name(s):

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Alternative Phone: \_\_\_\_\_

\_\_\_\_\_

RECEIVED BY RESIDENT MANAGER OR TOUCHSTONE PROPERTIES

BY: \_\_\_\_\_

Signature

Printed Name

Date

\_\_\_\_\_



General description of intended alterations and/or additions:

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Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

Are plans and drawings being submitted with this form: Yes No

Will any of the planned modifications include changes to existing:

Plumbing Yes No

Electrical Yes No

Mechanical (air conditioning) Yes No

Structural (floors, ceilings, walls) Yes No

If flooring will be modified, identify IIC rating of materials which will be used:

\_\_\_\_\_  
(material and underlayment which will achieve 50 IIC when placed over a six inch concrete slab without a suspended ceiling.)

Acoustical "popcorn" ceiling Yes No

If yes, the owner must either 1) have certification, based on testing conducted by a licensed company, that the unit does not contain asbestos fibers over the current EPA allowable limits or 2) use a licensed company certified to properly remove and dispose of suspected asbestos containing materials to do all removal and disposal of ceiling materials.

**If any of the above questions are answered "yes" you will be required to submit plans and specifications prepared by a registered architect (or professional engineer if permitted by the Board) showing the details of the proposed modification(s). You will also be required to submit the name of the licensed contractor(s) who you will employ for the modifications and such other information as may be required by the Board. Even if you answer "no" to each of the questions above, the Board may require plans and specifications and other information from you before deciding upon your application.**

Name(s) of contractor(s)/architect: \_\_\_\_\_

License # \_\_\_\_\_ License Type: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Alternative Phone: \_\_\_\_\_

\_\_\_\_\_

I/We, the undersigned hereby request that The Plaza Hawaii Kai Board of Directors approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of the current Plaza Hawaii Kai House Rules with Maintenance, Modification and Renovation Policy Manual. I/We acknowledge and agree that any approval given by the Board of Directors shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, Rules and regulations and all other conditions established by the Board. I/We agree to periodic inspections during the renovation work by the Resident Manager and/or representatives of the Board of Directors. I/We agree that all noise generating work shall be accomplished during normal working hours which are Monday through Friday from 8:00a.m. to 4:30p.m. (excluding all State and Federal holidays).

Owner's Signature(s)

_____ Signature	_____ Printed Name	_____ Date
_____ Signature	_____ Printed Name	_____ Date

Contractor/Architect License # and status verified by resident manager or Touchstone Properties (copy of verification attached). The contractor has provided a certificate of insurance naming the Plaza Hawaii Kai AOA and the property manager as additional insured (copy attached).

BY: \_\_\_\_\_  
Signature Printed Name Date

**FOR COMMITTEE USE ONLY**

Date application received: \_\_\_\_\_ Date Reviewed: \_\_\_\_\_

**RECOMMENDATION:**

Approve By: \_\_\_\_\_  
Signature Printed Name Date

Approve with Conditions By: \_\_\_\_\_  
Signature Printed Name Date

Disapproved By: \_\_\_\_\_  
Signature Printed Name Date

Additional requirements/conditions and/or reason(s) for disapproval of application:

\_\_\_\_\_

**Board Action:** \_\_\_\_\_

**Board Signature:** \_\_\_\_\_  
Signature Printed Name Date

## **APPENDIX B**

### **RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES**

#### **1. Introduction.**

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes Section 514B-140, Paragraph O of the Restated Declaration, Article V, Sections 3(c), 3(f), 3(g), 3(i), 3(m) & 3(n) and Article V, Section 4 of the Restated By-Laws, the House Rules, and the Maintenance, Modification and Renovation Policy Manual. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Section 3(n) of the Restated By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations. If any term of these Rules is found to be void or invalid, such invalidity shall not affect the remaining terms of these Rules that shall continue in full force and effect.

#### **2. Definitions.**

- a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area, and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. "Reception Antenna" does NOT include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
- b. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.

- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
  - (1) Meets all requirements for Reception Antennas and Similar Structures;
  - (2) Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
  - (3) Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
  - (4) Is no larger than necessary to transmit the video programming selections of the viewer.
- d. "Exclusive Use Area" means any portion of the Resident's apartment or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the Resident's apartment.
- e. "General Common Element" means any common element, not a limited common element, appurtenant solely to the Resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

### 3. Location, Size, and Number Restrictions

- a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
- b. No Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident's Exclusive Use Areas.
- c. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's apartment or limited common element or onto the General Common Elements does not comply with this rule.

- d. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance, or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
- (1) Within the apartment;
  - (2) Within an Exclusive Use Area inside the structure, if any;
  - (3) For apartments with more than one lanai in the High-rise building, on the mauka lanai;
  - (4) For apartments with more than one lanai in the Townhouse building, on the lanai in the back of the building (either facing the nursery school or Hawaii Kai Drive); or
  - (5) Other lanais. In the case of any lanai installation, Reception Antennas shall be placed as close to the wall separating the lanai from the rest of the apartment and as close to the floor as possible while still permitting reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation.

Note that installation in other areas, such as common areas or areas belonging to other residents, is not permitted.

e. Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves, or other areas necessary for the safe operation of the Project. This rule expressly applies to all stairways, including stairways E, F & G. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

f. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of

this rule is to prevent injury or damage resulting from contact with the power lines.

g. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services, or multipoint distribution services be larger than one meter (about 39.4 inches) in diameter or diagonal measurement.

h. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. Prior written approval of the Board must be obtained for masts, supports, and other structures more than 12 feet tall. The Owner shall provide detailed plans and specifications for the installation., including detailed drawings of the structure and methods of anchorage. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.

i. No Resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

#### 4. Installation

a. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.

b. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:

(1) Commercial General Liability (including Completed Operations):  
\$1,000,000.00 and

(2) Workers' Compensation: Statutory Limits.

c. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical, and related codes and a building permit shall be obtained if required by law.

d. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

e. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

f. There shall be no penetrations of the walls, floors, or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the Resident complies with the other provisions of these rules. Please note that most walls, floors, and ceilings of the buildings are not part of the Exclusive Use Area. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors, or ceilings:

(1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;

(2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;

(3) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and

(4) Existing wiring for transmission of video programming signals.

g. If penetrations of the General Common Element walls, floors, or ceilings of the building are made, the penetrations shall be properly waterproofed or



sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.

h. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain, or use the Reception Antenna or Similar Structures. In addition, the Board may require a Resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.

i. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.

j. Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association, or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.

k. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they be permanently secured.

l. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.

m. The Association, in the sole discretion of the Board, may provide video programming signals to the Residents. A Reception Antenna shall not be

installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the Residents, those Reception Antennas previously installed may be removed by the Association at its expense.

5. Maintenance and Repair.

a. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's Residents. Maintenance and repair shall include, but not be limited to:

(1) Re-attachment or removal within 72 hours of dislodgement from its original point of installation.

(2) Re-painting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured, or deteriorated.

(3) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.

(4) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.

b. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for a hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.

c. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair, or replacement, and that such maintenance, repair, or replacement must be completed within 30 days of such notification unless extended by the Board.

d. If any required work is not completed within the time period for completion of the repair, maintenance, or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner; such expense being added to the Owner's assessment.

e. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated

with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence, or use of the Reception Antenna; and (d) reimburse Residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna.

f. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs, or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.

g. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.

h. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

## 6. Process and Procedure.

a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses. In addition, the Association may seek injunctive relief.

b. Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.



**NOTIFICATION FORM  
INSTALLATION OF RECEPTION ANTENNAS  
AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned within five (5) days of the installation of an antenna unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phones: Home: \_\_\_\_\_ Work: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply):

- ☐ DBS satellite dish - 1 meter or smaller (e.g. Dish TV)
- ☐ MMDS antenna (wireless cable) - 1 meter or smaller (e.g. GTE Americast)
- Television antenna

Installation will include a mast: ☐ No ☐ Yes

If yes, insert total height of mast: \_\_\_\_\_ feet (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board).

Installation of the dish or antenna will be done by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Name of the insurer of any Contractor: \_\_\_\_\_

Attach a drawing showing the exact location of the Reception Antenna or Similar Structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules and the Maintenance, Modification and Renovation Policy Manual?

☐ Yes ☐ No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand, and have complied or will comply with the Association's rules on antennas to the extent required by law. If any of the House Rules or the Maintenance, Modification and Renovation Policy Manual violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC

regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna. Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_