

POHA KEA POINT PHASE III

HOUSE RULES ARCHITECTURAL CONTROL STANDARDS AND FINING SYSTEM

December 1, 2022

*(Supersedes April 1, 2015 and
all amendments thereto)*

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i. INTRODUCTION:

The Poha Kea Point Phase III is a residential community associated with the Pu'u Ali'i Community Association located in Kane'ohe, Hawai'i.

The Poha Kea Point House Rules, Architectural Standards, Fining System of Poha Kea Phase III, as well as the Bylaws and Declarations of Condominium Property Regime, have been created to promote maximum enjoyment of the community and to maintain property values. For the rules to be meaningful, the community must consist of good neighbors working together in a respectful manner to preserve a peaceful environment. The community must be willing to follow reasonable parameters that ensure the health and safety of the Residents, that protect the attractive appearance of the property, and that protect the community from liability. All owners are encouraged to attend monthly Association of Apartment Owners (AOAO) Board Meetings, and to run for the Board of Directors at the respective Annual Meetings.

Poha Kea Point Phase III Board of Directors emphasizes that all owners and residents are required to adhere to the House Rules and Architectural Standards as stated in the Bylaws and the Declaration of Condominium Property Regime. These House Rules incorporate condominium law Chapter 514B of the Hawaii Revised Statutes as applicable.

Phase III Bylaws provide that these rules may be modified and amended at any time by the Board of Directors, provided that owners are given notice and an opportunity to be heard.

These Rules and Standards with attendant fines for violation thereof, are herewith established by Phase III in accordance with its Bylaws are effective upon receipt. Owners, residents and guests are responsible for knowing and adhering to these Rules and Standards when residing in Poha Kea Point Phase III.

The Poha Kea Phase III policy is to follow Emergency Guidelines, Proclamations, Orders and Rules promulgated by federal, state and/or county authorities.

This booklet contains the House Rules and Architectural Standards of Poha Kea Point Phase III, as well as the Phase III Fining System. A map showing building numbers, phases, and streets is also included. This set of Phase III House Rules, Architectural Standards and Fining System was approved by the Phase III Board of Directors on (December 15, 2022) and is binding upon all Owners, Residents, and Guests effective January 31, 2023

The Phase III Board of Directors, is responsible for implementation of the House Rules and Architectural Standards and may have delegated the authority and responsibility for the enforcement of their Phase III's Architectural Standards, House Rules and Fining to the PCA or Managing Agent. Compliance with the Phase III House Rules is the responsibility of all

Residents. To maintain harmony and a sense of well-being in this close-living community, it is necessary that all Residents follow the House Rules.

Serious or repetitive violations will be documented and brought to the attention of the Phase III Board of Directors for review and action.

Phase III has full authority to collect damages or assessments for which an apartment owner or any other person is liable under the House Rules. If the Phase III Board of Directors brings suit for the enforcement of House Rules or for the collection of any sum of money due and owing under the House Rules, the apartment owner party to the suit will be liable for all costs and attorney fees.

Pu'u Ali'i Community (PCA) House Rules, House Rules for Poha Kea Point Phase III and all amendments thereto are part of the Association Declaration Subject to Hawai'i State Statutes Chapter 514B as applicable.

Board of Directors of Poha Kea Phase III AOA

ii. DEFINITIONS:

A. Alterations: An alteration of a unit is a material change within the already-existing internal condition of the unit which replaces like-to-like appliances, fixtures, cabinetry, carpeting, and light fixtures. Alterations do not require Board approval provided they do not involve any relocation, removal or additional electrical and/or plumbing adjustments to the interior of the unit. Please contact the PKP Phase III Managing Agent if you have questions about what is required.

B. Apartments: Occupied and used only as private dwellings by the respective owners, their families, domestic servants and social guests, and tenants and for no other purpose.

C. Association of Apartment Owners (AOAO): The Association of Owners of the Apartments in Poha Kea Point Phase III.

D. Architectural Control Standards: Standards established by the Governing Documents for each of the Associations of Apartment Owners and its respective board of directors to maintain architectural uniformity and control. Architectural Control Standards are part of the house rules for each AOAO and enforceable as such.

E. Board of Directors ("Board"): shall mean the Board of Directors ("Board") of the Association and is the duly elected group of persons authorized by the By-Laws of the Association of Apartment Owners Poha Kea Point Phase III to act on behalf of the Association and to exercise all powers and to have such authority as may be granted to it by the DCC&R, the Declaration, the By-Laws and Hawaii Revised Statutes, Chapter 514B.

F. By-Laws: Rules and regulations adopted by, and intended to govern the activities of, the Association and shall mean the By-Laws of the Association, which have been duly recorded in the State of Hawaii Office of Assistant Registrar, and all amendments and restatements of the By-Laws. Replacement copies of the By-Laws are available from the Managing Agent for a fee.

G. DCC&R: Declaration of Covenants, Conditions, and Restrictions for Puu Alii, and all amendments thereof. The DCC&R is kept on file in the General Manager's Office for review. Copies of the DCC&R are available from the Managing Agent for a fee.

H. Declaration: Declaration of Horizontal Property Regime for the Association of Apartment Owners of Poha Kea Point Phase III and any amendments or restatements thereto. Replacement copies of the Declarations are available from the Managing Agent for a fee.

I. Guest: Any invitee or licensee within the Community for a limited period of time at the invitation of a Resident.

J. Managing Agent: A Property Management firm under contract to Poha Kea Point Phase III for the management thereof, at the direction of the Board of Directors in accordance with its jurisdictional authority and responsibilities.

K. Modifications: Activities of an owner which make alterations to the Apartment or area surrounding the Apartment, including but not limited to, limited common elements.

L. Non-Resident Owner: An Owner not residing within the Community and/or any owner or landlord who resides outside the State of Hawaii or on another island.

M. Owner: Wherever the terms "Owner," "Apartment Owner" and "Unit Owner" appear in the House Rules, these terms shall mean a person who enjoys the rights of alienation of and an ownership interest in an Apartment at Poha Kea Point Phase III.

N. PCA: Pu'u Ali'i Community Association.

O. Phase III: AOA Poha Kea Point Phase III.

P. Resident: Any person living in an Apartment within the Community.

Q. Tenant: Any person renting or leasing an Apartment from the Owner within Poha Kea Phase III.

iii. FAIR HOUSING:

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or these House Rules, the Board is authorized to grant disabled residents:

- A.** Permission to make reasonable modifications to their dwellings and/or the common elements at their expense (including without limitation the cost of obtaining any bonds), if such modifications are necessary to enable them with an equal opportunity to use and enjoy their dwellings; and
- B.** Reasonable exemptions from the Declaration, the Bylaws and the House Rules when necessary to enable them with an equal opportunity to use and enjoy their dwellings.

Those individuals applying for modifications or exemptions under this Rule shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the disability being accommodated (if not readily apparent), the reason that the request is being sought (if not readily apparent), and any other facts relevant or helpful to the Board in making a determination whether to grant the request. It may also be necessary for you to provide a certification from your doctor. The Board may require the owner and the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be considered before

the next Board meeting, please include information about your request explaining the need for the expedited action.

A. ARCHITECTURAL STANDARDS

1. MODIFICATION - ALTERATION OF UNIT:

MODIFICATIONS to a unit that may affect the structural integrity or exterior appearance of the building or otherwise influence the value of surrounding units is strictly prohibited. Under no circumstances are modifications to load-bearing walls permitted.

Allowed **modifications** include replacement of carpeting with hard surface flooring (see Section 2 below); installation of air conditioners (see Section 6 below); and replacement of any windows (see Section 7 below), for example.

Proposed modifications require the owner to petition the Phase III Board of Directors using Phase III Request for Modification (Addendum A to this document), and supply other information or specifications as requested by the Board for each modification. No such work may commence without the **prior written approval of the Board**.

ALTERATIONS involving the replacement of existing appliances, fixtures, cabinetry, carpeting and light fixtures do not require Board approval PROVIDED they do not involve any relocation, removal or additional electrical and/or plumbing adjustments.

Owner may contact the Managing Agent or ask the Board at a scheduled Board meeting if in doubt.

The fine for violating any of these standards is \$150 per incident. Failure to remedy violation will incur additional fines.

Owners and residents shall be responsible for any and all damage that they, or their invitees, cause to limited common or common elements. Failure to return damaged building elements to original condition will incur a fine of \$500. In addition, Phase III shall recover from the owner the cost of repairs, for uninsured damage caused by the owner or resident or their guest, invitee, contractor or employee.

2. INTERIOR AND HARD - SURFACE FLOORING:

The owner of any unit that has a unit directly below it (e.g. not on the ground floor or above a garage) wishing to replace interior carpeting and/or linoleum flooring by installing a hard-surface floor must submit plans, specifications and noise mitigation measures regarding the new flooring to the Board (see Agreement for Modification form), including the specifications described below.

Submitting a request for approval is for the purpose of documenting the locations and design of any hard surface flooring within Phase III in order to ensure that such flooring is designed and

installed in a manner that mitigates the transmission of noise to adjacent units, such as footfalls, and is installed by licensed, insured contractor in a professional manner and with reference to appropriate standards.

The owner of any unit wishing to install a hard-surface floor must provide the following information to the Board with the "Agreement for Modification" form:

- A.** A construction drawing clearly indicating the type of floor to be installed, the underlayment, and all materials, their composition and thickness.
- B.** A plan view drawing of the hard surface flooring area indicating the location of all adjacent partitions, cabinets, etc, with referenced details indicating the method of isolating the hard surface flooring along the entire perimeter.
- C.** Specifications from an acoustical testing laboratory or manufacturer showing that the Impact Isolation Class (IIC) of the selected flooring has a minimum rating of IIC-65.
- D.** A copy of the installation instructions from the resilient floor underlayment manufacturer.
- E.** The name, license and current insurance coverage of the contractor who will install the hard-surface flooring and resilient underlayment.

Once all the required documents are received by the Board, approval will be considered at the next Board meeting, and shall not be unreasonably withheld. The approval shall be in writing from the Managing Agent within 60 days of the request being considered or the date from which all required information was received, whichever is latest.

Installing a hard surface floor without first gaining approval shall constitute a violation of Phase Architectural Standards and will subject the violating owner to all remedies legally available to Phase III unless and until such violating flooring is removed from the unit. Approval of the Board is not an assurance or guarantee that noise will not be transmitted to other units.

If, following installation of any such hard surface floor, the owner of the unit located beneath such installment lodges a reasonable and verifiable complaint with the Board concerning the impact of such flooring on the complaining owners' unit, the Board may, at its discretion, direct an owner installing such hard surface flooring to either remove the flooring or cover up to eighty percent (80%) of the hard surface flooring within such owner's unit with carpeting in order to mitigate the impact to the complaining owner.

The failure of the owner to comply with the Board's requirement within sixty (60) days after receipt of that notice shall constitute a violation of these House Rules & Architectural Standards and subject the violating owner to fines and all remedies provided by Poha Kea Point Phase III's governing documents and/or applicable law.

The fine for violation of this standard is \$250 per month.

3. LANAI DECKS - FLOORING:

Lanai decks are not authorized by the PKP Phase III governing documents and should be removed. The AOA will not be responsible for damage occurring due to the owner installing or removing decks on the lanai floor. This includes damage to the lanai flooring and/or any leakage into the unit below due to the installed deck.

Tiling or any similar outdoor surfacing is only permitted within lanai areas and is subject to review and prior written approval by the Phase III BOD. The tile and other surfaces, underlayment and method of construction selected must have a minimum of IIC-65 listed in its specifications (see section 2 above). It is the owner's responsibility to maintain the lanai floor.

The surfacing must be installed so as not to block any existing drainage. The owner is responsible for any damage occurring in the structure or other apartments as a result of the installation. The Association shall not be responsible to pay the costs of removing or replacing any owner-installed lanai flooring that impedes its ability to maintain and repair the common elements. Owners should be cognizant of the fact that improperly installed tiles have resulted in degradation of waterproofing and subsequent leaking.

The owner should notify the property manager and adjoining neighbors as a courtesy of a start date and estimated completion date for the installation.

The fine for violation of this standard is \$250 per month.

4. LANAIS:

Enclosure of lanais is not permitted. The lanai may not be enclosed with railings, fencing, screens, shades, etc. Hurricane protection screens may be installed on the lanai, subject to prior written approval by the Board. Hurricane protection screens may only be deployed during high wind or hurricane alerts. Violations of this rule will incur a fine of \$500 monthly or until corrected.

Lanai closet doors and door frames are the owner's responsibility to maintain in good condition.

Lanai railings are part of the exterior building structure and therefore shall not be removed or altered in any fashion. Railings shall not be altered by the owner/tenant, including any screws, hooks, nails, staples, flagpole holders, or attachments causing damage to the wood or the paint. It is the owner's responsibility to notify the site manager or the managing agent if the Lanai railing needs repair or maintenance.

Items stored on the lanai shall not be visible from the street/road below (except for building 39). Clothing or other personal items shall not be hung within lanai areas, from lanai railings, on walkway or garden walls, or be attached to the exterior trim of the lanai for any purpose. Lanai decorations/adornments are only allowed on lanai walls as long as they don't damage the

building and do not detract from the overall appearance of the building. Lighting on lanai wooden rails, ceilings, walls, doors, exterior trim of the lanai, or any part of the building is prohibited. The only exception to this rule is the Holiday Policy (see below).

Open flames of any type are prohibited on lanais because of risk of fire in accordance with existing federal statutes. The only type of grills permitted on lanais are electric grills. It is strongly recommended that a fire extinguisher should be available while using electric grills.

The National Fire Protection Association Code 10.11.7 states that no hibachi, gas fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted. It is strongly recommended that a fire extinguisher should be available while using electric grills. Violations of this rule will incur a fine of \$500 per incident.

Wind chimes shall not be placed anywhere on the lanai.

Nothing should be placed or set upon the lanai railing, including pots, plants or any other items.

Any lighting on the lanai must be cool white.

Ceiling fans on lanai are limited to one single fan. The fan shall be limited to 44" to 54" in size, consisting of either 4 or 5 blades, and limited to white or brown colors. Any ceiling fan to be installed must also be "Wet or Damp Rated" suitable for covered or uncovered locations.

Holiday Policy: Decorations/lighting may be displayed at entryways and on lanais during the following holidays. Easter, Independence Day, Halloween, Thanksgiving, and Christmas shall be the only holidays for decorations/lighting. Beginning the day after Thanksgiving, Christmas decorations/lighting may be displayed, and must be removed within two weeks after New Year's Day. Decorations/lightings for other holidays, listed above, may be displayed up to one week before and one week after that holiday. Decorations must be appropriate and compatible with the holiday season.

Animals: To prevent unwanted nuisance, at no time shall animals be left unattended on lanais. Food for animals must not be left on the lanai uncovered as it can attract rodents or birds. Any feeding, caring for, or otherwise aiding, stray animals, feral animals, and birds from lanais is strictly prohibited.

Antenna: Satellite, telephone, and radio antennas will be allowed on lanais, provided that nothing is permanently attached to the perimeter walls or railings. The antenna must be installed by a licensed contractor and according to FCC rules. The antenna must not be visible from anywhere on the property.

Unless otherwise noted, the fine for violation of these standards is \$50 for each occurrence or up to \$50 per day for continued violation.

5. GARDEN LANAIS:

Owners of apartments with garden lanais may landscape within their lanai perimeter. Owners are required to maintain these areas in an orderly and kept up manner as not to detract from the pleasing appearance of the complex. The following limitations and guidelines apply to the landscaping:

- A.** Ground cover such as grass, flowers, and rocks, may be used without approval from the Phase III Board of Directors. Tree heights that interfere with a unit's view above garden lanai are not allowed. Owners are responsible for maintaining the tree height and any root damage caused by trees.
- B.** Building additions, enclosures, awnings, or other overhangs are prohibited in garden lanai areas. Umbrellas are permitted.
- C.** Installation of hot tubs (portable or in-ground) is prohibited. Fountain-waterfall, or Koi ponds must be above ground and need prior approval in writing by the Board.

The fine for violation of this standard is \$250 per month.

6. AIR CONDITIONING:

Portable, free standing, completely self-contained units are authorized. A maximum of two 20-amp systems may be approved per apartment, provided that all installations are done by a licensed electrician and comply with current electrical codes and applicable laws and regulations. The installation of any type of window mounted unit is specifically prohibited. Written requests for the installation of ductless split systems may be authorized by the Board subject to their consent and written approval. The following minimum requirements are established before any consideration by the Board is given for the installation of any ductless split system. Any outside items connected with the ac units must be the same color of the portion of the building it is attached to.

- A.** Installation must be completed by a licensed contractor in accordance with the installed system's manufacturer specifications. Building permits (for electrical modification) and installation plans must be submitted along with the manufacturer's specifications and maintenance requirements.
- B.** Installation of all outside equipment must not be visible above the lanai railing or garden lanai wall. Additionally, all equipment must be installed within the perimeter of the lanai, and draining condensation must be directed to the lanai floor drain or away from the building or lanai walls on garden lanai apartments.

- C.** The Board reserves the right to refuse the installation of any ductless system.
- D.** It will be the responsibility of the apartment owner to maintain the quiet operation of all air conditioning equipment. In order to ensure the continual quiet operation of the equipment outside the apartment, the owner will be solely responsible for all periodic maintenance according to the manufacturer's specifications. Any complaint by any residents of Phase III with respect to the noise level produced by any outside equipment will be subject to review by the Board or a designated director. Review may consist of, but not be limited to, physical assessment of the equipment in operation. The Board or the designated director will decide if the complaint warrants any further action. If action is warranted, the apartment owner will be responsible for all repairs and/or replacement of the air conditioning equipment before the system is operated again. Repairs and/or replacement of equipment will be completed in a reasonable amount of time which will be determined by the Board or the designated director. The apartment owner is responsible for all costs of repair and/or replacement of any air conditioning equipment.

The fine for violation of this standard is \$500 per month.

7. WINDOW - SLIDING GLASS DOOR REPLACEMENT:

An owner must submit an Agreement for Modification and Appendix A with specifications from the vendor to the Phase III Managing agent with a cover letter requesting approval from the Board before making a down payment. A decision will be based on this proposal and made at the next Board meeting or as soon as possible.

The following guidelines are for sliding glass window and sliding glass door replacement.

- A.** Conform to existing (like kind only) design, with the exception of jalousie windows, which may be replaced with single- or double-hung-type sliding windows.
- B.** Have solid vinyl or anodized aluminum frames, the exterior frame color must be dark brown / bronze / black to match the existing trim. Glass may be tinted but must not have a mirrored / reflective exterior surface higher than 18% exterior reflectivity.
- C.** Must have a licensed contractor to install commercially rated sliding glass windows or sliding glass doors. Contractors shall be responsible for any breakage or damage to the roof.
- D.** The disposal of removed windows and doors will be at the owner's expense.
- E.** The owner will be responsible for any associated repairs or damage to the building as a result of the replacement, i.e., caulking and touch up paint or stucco repair.

The fine for violation of this standard is \$500 per month if the violation is not corrected within one month.

8. SCREEN DOORS - WINDOWS:

Entryway or security screen doors may be installed without approval of the Board. They shall be factory finished anodized aluminum which is dark bronze or black in color. Screen doors and window screens are the responsibility of the owner to ensure that they are properly installed and ensure that they maintain their proper appearance.

The fine for violation of this standard is \$50 per month.

9. WINDOW COVERINGS - SHADES:

All windows, lanai door window coverings or linings, drapes, blinds and shutters, sheer curtains, visible from the building exterior, shall be of a color ranging from white to tan only, and shall be maintained in good order, free of fading, tears or other damage. Makeshift coverings, not designed for the purpose of covering windows, are not allowed. Signs, pictures, posters or other items are prohibited from being displayed from or affixed to apartment windows.

The fine for violation of this standard is \$50 per month.

10. WINDOW TINTING:

Owners wishing to add a tinting film to existing windows or sliding glass doors must first submit to the Board a written request which includes the brand name and manufacturer's specifications of the proposed tinting film, a sample of the film and the name of the licensed, insured contractor who will install the product. The tinting film must be non-reflective and color-neutral.

When installing replacement windows, the glass shall not be tinted higher than 18% exterior reflectivity.

The fine for violation of this standard is \$250 per month.

11. GARAGE DOORS:

Garage doors will remain closed when unattended and not in use.

The garage door frame, garage door panels, hardware holding the panels together, and the garage door roller assemblies holding the panels together is the Phase III's responsibility.

Owner will be responsible for any damage or dents to the panels.

The rollers, locking assemblies (electrical or manual), keys, remote control, garage door opener and appurtenant hardware associated with the above, and the maintenance thereof, to ensure the smooth operation is the responsibility of the owner(s).

Painting of the garage doors is prohibited.

The fine for each violation of this standard is \$25 per occurrence.

12. ENTRYWAY - DOOR:

The entrance area should not be used for storage. One entryway bench **OR** one small shoe rack is permissible as long as the walkway is not obstructed. Entryway furnishings must be in good repair. One single door mat no larger than the width of the door frame (36" x 18") is permitted. Tiling, carpeting, rugs or other outdoor surfacing is prohibited. For safety reasons, items of personal property must not obstruct walkways, stairways, sidewalks or driveways.

No personal property is to be placed in, attached to outside building walls, or stored in any Common/Limited common area or element.

No toys or baby item, bicycles, sporting equipment, etc. may be left, stored, or unattended outside of residential entryways and at all times must be stored in a location that is out of view of neighboring residents.

If replacement of an entryway door is needed, it must conform to the following specifications: 1-3/4" Thick, 3'-0" Wide, 6'-8" High, Solid Core, Flush Type Exterior, stain must be Light or Dark Oak Stain. Doors not meeting these standards will have to be replaced.

The fine for violation of this standard is \$150 per month.

13. COMMON AREAS:

A. Roofs: Access to the roofs of the building and carports including flat, tile, asphalt, or otherwise, are limited to authorized persons for the purpose of maintenance and repair only. No residents, residents' family, or their guests are allowed onto the roof at any time.

B. Sidewalks, stairs, and walkways: The maintenance and repair are the responsibility of the Association. Residents are prohibited from using power tools such as power washers, leaf blowers, etc. to maintain common areas. If residents see areas that require maintenance/repairs to common areas, they should call into the main office and submit a Work Request.

C. Window boxes: The window boxes on end units are a part of the exterior of the building and therefore are Phase III's responsibility, and shall not be used by an owner for any purpose.

D. Under Building Access: Under no circumstances is access to the underside of the buildings permitted except for authorized personnel for the purpose of maintenance and repair only. No residents, residents' family, or their guests are allowed under the building at any time.

The fine for violation of this standard is \$250 per incident.

14. POTTED PLANTS:

Potted plants may not be placed on stairways, walkways, sidewalks, driveways, or in parking stalls, or on walkway railings, lanai railings, or suspended from lanai ceilings. A potted plant with saucer may be placed in limited common areas if it does not present a safety hazard or impede any emergency personnel and not cause damage to the building or property and must be maintained by the resident. Plant pots should be earth tones to be complementary to the building color.

The fine for violation of this standard is \$50 for each occurrence or up to \$50 per day for continued violation.

15. BICYCLES - SPORTING EQUIPMENT:

Bicycles, other sporting equipment, or lock boxes shall not be stored or chained to any part of the property such as walkways, railings, carport supports, or be kept in areas where the equipment may become a safety hazard or nuisance, or protrude or be visible from outside the apartment.

The fine for violation of this standard is \$50 per day.

16. SECURITY ALARM - LIGHTING:

Loud alarm and security lighting outside the apartment is prohibited. Written requests for additional security lighting outside may be considered, however such requests must be approved in writing by the Board. Failure to do so may result in a fine or removal at the expense of the owner.

The fine for violations of this standard is \$250 per month.

B. HOUSE RULES

17. USE OF APARTMENT: (Declaration Section E: Use).

The apartments shall be occupied and used only as private dwellings by the respective owners, their families, domestic servants and social guests, and tenants and for no other purpose.

The apartments including garages shall not be used for business purposes except that a home office is permitted subject to the following restrictions:

- A.** No employees are allowed to work in the unit.
- B.** No advertising or offer of product or service from the apartment.
- C.** No client, sales demonstrations, or client services shall be conducted in the unit or on the property.
- D.** No client traffic is allowed. No business activity that causes additional parking requirements, noise or congestion is allowed
- E.** No activity that increases the liability or casualty insurance obligation of the association.
- F.** No motorized vehicle of any type will be parked or stored inside an apartment.

The fine for violation of this standard is \$250 per month.

18. NOISE:

No resident will make or permit any disturbing noise in their unit. Disturbing noise includes loud gatherings, radios, televisions, musical instruments, hobby, construction and other sound equipment such as subwoofers, which can be heard or felt in other units. Automobile sound equipment which can be heard outside the vehicle is strictly prohibited. Contractors or owners working within a unit will only work Monday - Saturday, 8:00am – 5:00pm with no work on Sundays or Holidays.

Excessive noises of any kind are prohibited at any time and should be reported to the Site Manager or Security after hours, who will take appropriate action.

A quiet time will be strictly enforced between 10:00pm and 8:00am daily, EXCEPT on Friday and Saturday nights and nights preceding Holidays when Quiet Hours begin at 11:00pm.

In accordance with Revised Ordinances of Honolulu Section 7-2.2, noise from pets that disturb others, whether daytime or nighttime, is strictly prohibited.

The ROH 7-2.2 definition of “animal nuisance” includes any animal which:

- A. Makes noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more to the disturbance of any person at any time of day or night and regardless of whether the animal is physically situated in or upon private property;*
- B. Barks, whines, howls, crows, cries or makes any other unreasonable noise as described in Section 7.4-2; or*
- C. Notwithstanding the provisions of HRS Section 142-75 or any other applicable law, bites or stings a person.*

Violations of this rule will result in an immediate fine of \$100. Subsequent violations will be \$250 per incident.

19. ODORS:

It is the responsibility of the resident to prevent offensive odors emitting from their residence and lanai. Offensive odors may include pets, cooking, smoking, etc. If a complaint is made from neighbor(s) about the offensive odor, it is the offending resident’s obligation to immediately rectify the matter by either closing all windows and doors or eliminating the cause of the odors.

The fine for violation of this standard is \$100 per occurrence.

20. CLOTHES DRYER VENT:

The leading cause of home clothes dryer fires is failure to clean them. It is the responsibility of the resident to properly maintain and keep the clothes dryer and vent clean and free of obstructions.

The following safety guidance shall be followed:

- Have your dryer installed and serviced by a professional.
- DO NOT use a dryer without a lint filter.
- Make sure you clean the lint filter after each load of laundry.
- Make sure the air exhaust vent pipe is not restricted and the outdoor vent flap will open when the dryer is operating.
- Periodically clean lint out of the vent pipe and around the outside of the vent flap to prevent restriction and fire hazard.
- Keep the dryer in good working order. Follow the manufacturer’s operating instructions and do not overload the dryer.
- Turn the dryer off if you leave home or when you go to bed.

The fine for violation of this standard is \$250 per occurrence.

21. WATER LEAK INSIDE RESIDENTIAL UNIT:

The most frequent cause of water leaks (inside or from another unit) have been:

- Upstairs unit's tub
- Leakage from upstairs toilet
- Water heater
- Dishwasher
- Clothes washer
- Refrigerator ice maker water line
- Heavy rains through open window
- Blocked lanai drain or leak from the lanai drain pipe

If there is a water leak inside a unit, the unit occupant needs to immediately:

- A.** Contain the water leak and notify downstairs or upstairs neighbors
- B.** Report the problem to the PCA office at 808-235-0320
- C.** Call a licensed plumber and contact your homeowner (HO6) insurance agent

The PCA office will open a work request. Once a work request is initiated, the PCA office will notify the Phase III Management Company Representative to make contact with the owner to evaluate the report from the plumber.

The homeowner is responsible for contacting a licensed plumber to evaluate and determine the source of the problem, and to identify what is needed for repairs.

If after this evaluation, it is identified to be an issue that is the result of a common element, your homeowner's insurance, or your licensed plumber, is to provide their findings to the Phase III Association's Management Company representative. The Association will then arrange for the repairs and will submit a claim to the Association's insurance agent.

If the cause of the leak is from a neighbor's appliance, etc., this is a neighbor-to-neighbor issue and the cost of repairs is to be resolved by your Homeowners Insurance and their Homeowners Insurance.

22. HOMEOWNERS INSURANCE:

Section 514B-143(g), Hawaii Revised Statutes, authorized the Board of Directors, with the vote or written consent of a majority of owners to require unit owners to obtain reasonable types and levels of insurance. The Section also allows the Directors, if the unit owner does not purchase

or produce evidence of the insurance required by the Board, to in good faith purchase the insurance coverage and charge the reasonable premium cost back to the unit owner. At the annual meeting of Association Apartments Owners on January 9, 2007, a resolution was passed by more than a majority of the owners to require all apartment owners to purchase such insurance, with the following stipulations:

- A.** A unit owner shall purchase an HO6 policy with a minimum coverage of \$100,000 for contents, \$25,000 for dwelling, \$300,000 for liability, and \$5,000 for loss assessment.
- B.** The liability of the unit owner shall include, but not be limited to, the deductible of the owner whose unit was damaged, the deductible of any AOAO insurance coverage that may be available for the damage claimed through the Association's master policy, as well as the decorating, painting, wall and floor covering, trim, appliances equipment and other furnishings.
- C.** Owners shall submit to the Resident Manager or an individual or agency assigned by the Board a current certificate of insurance on the date of purchase, and on or before the anniversary date of renewal thereafter.

If any unit owner fails to provide said certificate of insurance, the Board of Directors shall deem that lack of action as an indication of failure to purchase the required insurance, and may, in good faith, purchase the insurance coverage for the unit and charge the reasonable premium cost back to the owner.

- D.** In no event is the Association or Board of Directors liable to any person either with regard to the failure of a unit owner to purchase insurance, or a decision by the Board not to purchase the insurance for the owner, and with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.
- E.** It is recommended that owners discuss their personal insurance needs with their agent. The master policy only covers the unit as originally built. The HO6-personal policy needs to cover upgrades, improvements, contents, and personal liability of the unit owner as these items may not be covered by the minimum HO6 requirements, and are not covered by the Association's insurance.

23. CONTRACTOR INSURANCE REQUIREMENTS:

Any licensed Contractor hired by a unit Owner shall, during performance of any work at the Project, maintain Workers Compensation Insurance in compliance with the laws of the State of Hawaii, and insurance in types and amounts shown below and by companies satisfactory to the Owner.

<u>COVERAGE</u>	<u>AMOUNTS AND LIMITS</u>
Worker's Compensation	Statutory Limits
Employer's Liability	\$ 100,000.00
Public Liability	\$ 1,000,000.00
Property Damage	\$ 500,000.00
Automobile Public Liability	\$ 300,000.00/\$300,000.00
Automobile Property Damage	\$ 50,000.00

Prior to performance of any work, Contractor shall furnish Owner and the Association written certificates evidencing that each policy of insurance is in force and will not be canceled. This requirement must be submitted no less than ten (10) days' prior written notice to the Owner and all Certificate Holders. The Certificate of Insurance shall be provided to Owner and the Association prior to Contractor starting work, and shall name the Owner, Poha Kea Point Phase III AOA and Pu'u Ali'i Community Association as Additional Insureds. No policy of insurance required herein shall contain any exclusion or endorsement restricting or limiting coverage for claims asserted by or against condominium or community associations.

24. PARKING - VEHICLES:

All motorized vehicles must be in compliance with the PCA House Rule F. Parking and Vehicles.

25. VEHICLES - MAINTENANCE:

Owners, Residents and Guests must properly maintain any vehicle they park or drive in the Phase. Damage to reserved or guest parking stalls caused by fluids leaking from a resident's or guest's vehicle must be immediately and completely cleaned. If the resident does not completely clean the leaked fluid from the parking stall surface, the Phase may either require the unit owner or resident to reimburse the Phase for its expenses to clean and restore the damage, or may require the resident or unit owner to pay such expenses before the Phase undertakes the cleaning and restoration.

The Phase may also choose to assess the owner's account for its cleaning and restoration expenses caused by the owner, resident or guest of the owner or resident.

The fine is \$250 if the damage is not corrected within 30 days.

C. FINING SYSTEM

26. FINING SYSTEM:

If an owner or tenant or guest of an owner or tenant, fails to comply with the provisions of the House Rules or Architectural Standards for Phase III, fines may be imposed pursuant to the authority set forth in the By-Laws of the Association of Apartment Owners of Poha Kea Point Phase III. A notice of violation will be sent to the owner with a copy to the tenant and rental agent as appropriate.

27. FINING PROCEDURES:

An authorized agent of the Association or of the Board will give written notice to the resident that the resident or someone in his charge is in violation of the Phase III House Rules or Architectural Standards. If the resident corrects the violation within the time specified, no further action will be taken. If the resident does not come into compliance within the time specified on the citation, the managing agent will give notice to the resident and owner/agent by certified mail (and when possible, by telephone or email) that the resident is in violation. Any related expense incurred by the association will be billed to the owner. If the violation is then corrected within the specified times, no further action will be taken. If the previous steps prove unsuccessful, the matter will then be addressed by the Board, which will then review all evidence and decide on the course of action, which may include levying a fine in accordance with the Fining Guidelines.

A fine is due and payable in full with the owner's next monthly maintenance fee in accordance with the order of fines. Fines not paid within thirty (30) days are subject to penalties and can influence an owner's credit.

The Board may impose immediate fines for serious violations. Automatic fines and immediate action would be appropriate for certain behavior or conduct which is unacceptable.

28. ENFORCEMENT OF FINING SYSTEM:

Ultimate authority, as well as administrative responsibility for enforcement of the Fining System, rests with the Board.

29. FINING GUIDELINES:

Unless otherwise noted in these House Rules or the Architectural Standards, each violation is subject to a fine of up to \$250 for each occurrence, or up to \$50 per day for continuous violations.

30. FINING APPEALS:

Appeal of a violation or fine must be made by the owner in writing to the Board of Directors for consideration. The appeal must contain a copy of the Violation Notice(s) and a statement of the facts. Owners are strongly encouraged to include in their appeal: (1) an explanation of the position of the person filing the appeal; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits.

Failure of the owner to appeal within thirty (30) days of the date of the Violation Notice shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.

Upon receipt of a timely appeal, the Board shall inform the owner of the date, time and location of the hearing. The Board will review the appeal at the next scheduled Board meeting, at which a quorum is present. The Board may continue the hearing in its sole discretion. The owner may, but is not required to, present information in person or in writing.

At the hearing, the Board shall review the facts on which the fine and/or Violation Notice was based and allow the owner to present any defenses to the claim in writing or orally. The Board may limit the amount of time the owner and/or violator may have to present information.

The Board may affirm, reduce, suspend, or cancel any fine after considering the evidence presented at the hearing. The Board shall deliver a written decision to the owner as soon as possible after the hearing, but in any event no later than thirty (30) days after the hearing. Board decisions are final.

If you, as a homeowner or resident, have any questions or concerns that need to be addressed, please contact the PCA office at 235-0320. A work request will be issued and financial responsibility assigned to the PCA, Phase III, or unit owner, as appropriate.

AGREEMENT FOR MODIFICATION OF AN APARTMENT AT PKP PHASE III

Before making any modification to an apartment at Poha Kea Point Phase III, an owner must submit a proposal with specifications from the chosen contractor to the Managing Agent with a letter requesting approval from the Board of Directors. Included with the letter shall be:

1. A description of the modification being requested, including documents with appropriate specifications, colors, materials, plans, manufacturer specifications, or structural drawings.
2. A demonstration that the modification conforms to the Architectural Standards for Phase III as defined in the House Rules,
3. The proposal from a licensed contractor that will perform the modification, and
4. The signed agreement below.

Modification Requested: _____

Owner Name and Phone Number: _____

I agree to the following when making the requested modification:

1. All modifications will conform to the existing design of the buildings and to the Architectural Standards for Phase III as defined in the House Rules,
2. I will use a licensed contractor to perform the work,
3. The disposal of any materials/equipment will be my responsibility,
4. I will be responsible for any damage and associated repairs to the buildings or property, including any common or limited common areas, caused by me or my contractor while performing the work,
5. I will provide a certificate of insurance from my contractor that names Poha Kea Point Phase III AOA and the Pu'u Ali'i Community Association (PCA) as additional insureds for the project.
6. I will pay for all losses, costs, and expenses resulting from any and all damage of whatever nature caused by the modification including, but not limited to, any costs and expenses incurred in the repair and/or replacement of such damage.

Owner Signature and unit number

Date