

PULEWA AT MEHANA COMMUNITY RULES

A. PURPOSE OF THESE RULES

The purpose of these Community Rules (these "Rules") is to protect all owners and occupants of the Pulewa at Mehana community (the "Community") from annoyance and nuisance caused by improper use of the Units and also to protect the reputation and desirability of the Community and to provide for the maximum enjoyment of the Community. These Rules supplement, but do not change, the obligations of Unit owners and other persons using the Community as set forth in the Declaration and the Bylaws. In the event of any inconsistency between these Rules and the Declaration and the Bylaws, the Declaration and the Bylaws, in that order, will prevail. The Board has the authority to make such other rules or to amend these Rules from time to time as the Board deems advisable for the safety, care and cleanliness of the Community and for securing the comfort and convenience of all the owners and occupants of the Community, as provided in the Bylaws. The full authority and responsibility for enforcing these Rules may be delegated to a managing agent or resident manager by the Board. All owners, occupants and their Guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, that neither the Board nor the managing agent shall be responsible for any noncompliance with or violation of these Rules by owners, occupants or their Guests.

B. TERMINOLOGY

1. Agent. Any real estate broker, corporation, firm or individual empowered to act on behalf of any Unit owner.
2. Association. The Association of Unit Owners of Pulewa at Mehana.
3. Board. The board of directors of the Association.
4. Building. Structures identified as buildings 1 through 16 on the Condominium Map, if constructed.
5. Bylaws. The Bylaws of the Association, as amended from time to time.
6. Community. Pulewa at Mehana Community.
7. Community Rules. Community Rules for Pulewa at Mehana.
8. Condominium Map. Map illustrating site plan for Pulewa at Mehana.
9. Declaration or Pulewa Declaration. The Declaration of Condominium Property Regime of Pulewa at Mehana, as amended from time to time.

10. Design Guidelines. This term refers to the Design Guidelines defined in the Master Declaration.

11. Guest. A person who resides other than at the Community and visits the Community for a period of time at the invitation of an occupant.

12. Managing Agent. The agent engaged by the Board for management and operation of the Community, pursuant to the Declaration and the Bylaws.

13. Master Declaration. The Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei, as amended from time to time.

14. Occupant. A person who occupies a Unit.

15. Owner. The owner or owners of record of a Unit.

16. Pulewa DRC. This term refers to the Community Design Review Committee, if any.

17. Supplemental Architectural Standards. This term refers to the standards set forth at section 6.2 of these Rules

18. Unit. A unit in the Community.

19. All terms defined in the Declaration and in the Community Rules with initial capitalization shall have the same meaning as set forth in the Declaration.

C. OCCUPANCY OF UNITS

1. Record of Occupants. Each Owner and Occupant shall file his or her name, address and phone number with the Board or the Managing Agent upon purchasing or taking occupancy of a Unit.

2. Number of Occupants. Occupancy shall be in accordance with any limitations imposed by State or municipal law or ordinances and the Declaration and Bylaws.

3. Absent Owner. An Owner shall be responsible for designating a local Agent to represent his or her interest if he or she will be absent from the Unit for more than thirty (30) days. The Owner shall file with the Managing Agent his or her address and telephone number and the address and telephone number of the Agent. At his or her expense, the Owner shall have his or her Agent or some other designated person conduct periodic inspections of the closed Unit, assuming responsibility for the contents of the Unit.

4. Children. An Occupant of the Community shall be responsible for the conduct of his or her children at all times and shall ensure that their behavior is neither offensive to any Occupant nor damaging to any portion of the Community. Children are not permitted to play in the parking areas.

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

6. Nameplates. Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board and are subject to the size restrictions of the Design Guidelines herein at Section 6.2(j).

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

8. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Managing Agent or the resident manager, if any.

9. Electrical Equipment. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Unit.

10. Water Facilities. Toilets, sinks, and other water or sewer facilities in the Community shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks or other water facilities in a Unit shall be repaired by the Owner of such Unit at his or her sole expense.

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

D. RENTALS/TEMPORARY OCCUPANCY

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

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

3. Appointment of Local Agent. Owners shall be responsible for designating a local Agent to represent the Owners' interests if their residence is outside the State of Hawaii. Such Owners shall file with the Board the name, address and telephone number of the Agent.

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

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

1. Aesthetics. No Owner or Occupant shall permit an unsightly condition to be maintained in open view from such Owner's Unit or the limited common elements appurtenant thereto or any adjoining common elements of the Community, and in particular, nothing shall be hung from windows and lanais. For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels, uncovered barbeque facilities (including damaged or tattered or discolored covers); unshaded or improperly shaded lights that create objectionable glare; and weeds, untrimmed grass and other uncultivated plant life. No shades, awnings or window guards shall be used without the prior approval of the Board, excepting drop blinds as described in the Supplemental Architectural Standards, herein at Section 6.2(h).

2. Lanais. Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Barbeque grills should only be placed in the fenced Private Yard Areas, and are prohibited on entry lanais and second level lanais of Units. Barbeque grills stored within a Private Yard Area that are visible from any common element must be appropriately covered at all time when not in use so as to not be unsightly. All barbeque covers shall be maintained in good condition without stains, tears or discoloration. Garments, rugs, mops or other objects shall not be dusted or shaken from windows and lanais or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. No Improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the lanais. No hanging screens, banners, or wind chimes and no other accoutrement (other than plants), which may be visible from any other Unit, the Common Elements, or the Community are permitted on any portion of the lanais.. The lanais may not be used for storage of recreational equipment of any kind. Any plants placed on lanais must be approved by the Board, must have sufficiently large receptacles to contain all drainage from such plants, and must not be allowed to collect condensation or moisture between the receptacles and the floor of the lanais.

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

4. Bicycles and Recreational Equipment. Bicycles, skateboards, surfboards, windsurfers, paddleboards, kayaks, and recreational equipment of any and all kinds may not be kept or stored in the Unit's Private Yard Area or lanai, or in any portion of a driveway or parking

stall serving a Unit, or in the common elements. Without limitation of the foregoing, all such items may not be left or allowed to stand on any part of the Community, Private Yard Area, or lanai. There is no public storage area within the Community for recreational equipment of any kind. All such recreational equipment described in this section must be stored within the Owner's Unit or garage, if any, out of public sight.

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

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

7. Soliciting. No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community unless approved by the Board or authorized by the Declaration.

8. Signs. No Owner or Occupant may erect, affix or place any signs or other advertising materials in front of or on the common elements visible from any point outside of his or her Unit, without the prior approval of the Board and except as provided in the Supplemental Architectural Standards herein at Section 6.2(j).

9. Clothes Lines. No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements or lanais so as to be visible from other Units or the common elements of the Community.

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

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

12. Fireworks. There shall be no shooting of fireworks of any type at anytime in, from or around the Community.

13. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. Under no

circumstances should any trash items be left in any Unit's entry area, any hallway, lanai, or the stair areas.

14. Private Yard Area Landscaping. Owners or Occupants of Units shall not plant or place any potted tree(s) or other vegetation on any part of the Private Yard Area, if any, with root systems or foliage growth patterns which can impair any portion of the common elements or utility services of the Community, and shall keep vegetation trimmed at all times so as not to interfere with the views of other Units. Owners must comply with the Supplemental Architectural Standards pertaining to landscaping, herein at Section 6.2(a), and should additionally consult with the Managing Agent or the Board prior to landscaping or engaging in related activities in the Private Yard Area, if any.

F. MAINTENANCE, REPAIRS AND MODIFICATIONS

1. Maintenance of Units.

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

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

(c) No Owner shall interfere with any other Owners' use of the Maintenance Easement that may affect the Owner's Private Yard Area, if any, if a Private Yard Area is shown on the Condominium Map. Such Maintenance Easement exists for the benefit of the adjacent Unit and the maintenance of that Unit.

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

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

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

5. Antennas And Satellite Dishes

(a) Antennas

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

(b) Satellite Dishes

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

Where possible, all components of the satellite system should be concealed from public view (for example, below the railing on the lanai). In instances where the Owner can demonstrate that installation in an area not visible to the public would cause an unreasonable increase in the expense of installation, maintenance or use of the system, or would prevent reception of acceptable signal quality, installation in a location in an area visible to the public may be appropriate. For example, placement of the satellite dish in the airspace above the lanai in a Unit could be an appropriate location, provided, however that in no instance may a Owner place the satellite dish in such a manner that the satellite dish extends over the lanai railings or onto other Common Elements. Submission of documents supporting the Owner's position that installation in a location visible to the public is appropriate shall be made at least thirty (30) days prior to installation of a system. In this circumstance, the DRC may retain its own expert to confirm that installation in the proposed location will cause an unreasonable increase in the expense of installation, maintenance or use of the system, or would prevent reception of acceptable signal quality.

(c) Severability

In the event that any of these Rules regarding antennas and satellite dishes is declared to be invalid or of no effect, the remaining sections, paragraphs, sentences, clauses,

phrases or parts thereof shall be in no manner affected thereby but shall remain in full force and effect.

6. Pulewa Supplemental Architectural Standards.

Subject to the limitations of the Design Guidelines defined in the Declaration, the Board has the responsibility for preserving and maintaining architectural and landscaping standards with respect to improvements to Units within the Community. The primary objective of the Board in meeting this responsibility is to insure harmonious aesthetic relationships between individual buildings and their sites and to insure compatibility of each Unit and its improvements with the architectural and landscaping standards which prevail within the Community as a whole.

The Board will attempt to accommodate the desires of individual Unit Owners; but given its primary responsibility of maintaining and preserving the architectural and landscaping standards developed under the protection of the Declaration and these Supplemental Architectural Standards, the Board cannot - and will not - approve designs and materials that, in its opinion, will have an adverse effect upon the architectural and landscaping standards of the Community. If determined appropriate by the Board, the Board may establish a Community design review committee (the "Pulewa DRC") to enforce the Supplemental Architectural Standards set out in these Rules. The Pulewa DRC shall consist of no fewer than three (3) but no more than five (5) members and shall have exclusive jurisdiction (concurrent with the Board) over all construction on any portion of the Community and over all modifications, additions or alterations made to improvements on the Community that are subject to these Community Rules. In the event that a Unit Owner wishes to make a modification covered by the Mehana Design Guidelines or Supplemental Design Guidelines, as defined in the Master Declaration, the Unit Owner may need approval from the Master Association DRC and/or the DAB.

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

6.2. Supplemental Architectural Standards.

(a) Landscaping.

Private Yard Areas, if any, as shown on the Condominium Map, shall be landscaped by the Owner within ninety (90) days after occupancy. Upon request by the Owner,

the Board may authorize an extension to this landscaping time requirement when landscaping improvements require extensive grading or excavation work, the installation of retaining walls and/or fences, walkways, or patios which are visible from the street. Such extensions, however, shall not be granted for more than six months after the 90-day period. The Board may also extend the 90-day period if the Owner makes a substantial and significant effort to complete the landscaping in a timely manner. "Substantial and significant effort" will be determined by the reasonable judgment of the Board.

Owners shall attractively landscape their Private Yard Areas, if any, and any portion of a Unit visible to a street or neighboring property shall be maintained in a good and clean condition. At a minimum, Owners' Units shall be properly graded, weeded (noxious weeds and vegetation removed) and planted with a suitable ground cover, plants and non-landscaping materials. Owners shall refer to the Recommended Plant List for plants suitable for the community's climate and soil conditions, which list is attached to these Rules as Attachment "1".

Owners of Units with Private Yard Areas affected by an electrical transformer or switch gear boxes are responsible for insuring that the transformer or switch gear box area is kept in a good and clean condition. What constitutes a "good and clean condition" as it pertains to the maintenance of completed landscaping on any Private Yard Area shall be determined by the reasonable judgment of the Board.

Owners must obtain Board approval before planting vegetable gardens in Private Yard Areas. The vegetable garden may not alter the drainage pattern in the Private Yard Area. Also, a building permit from the County is required if the vegetable garden includes a structure larger than 120 square feet. If a building permit is required, the Owners may not plant a vegetable garden until the building permit is submitted to the Board.

Owner shall comply with all rules adopted by the Board applying to all streets within the Community. With respect to Planting Strips as defined in the Master Declaration:

i. Trees

- (A) It shall be unlawful for any person to prune, or remove trees growing in the Planting Strip Area.
- (B) It shall be unlawful for any person to plant trees in the Planting Strip Area.
- (C) It shall be unlawful for any person to injure or destroy trees in the Planting Strip Area in any manner or by any means, including but not limited to:
 - (1) Constructing a concrete, asphalt, brick or gravel sidewalk or otherwise filling in the ground area around any tree so as to shut off the air or water from the roots.
 - (2) Piling building materials, equipment or other substance around any tree so as to cause injury.

(3) Pouring any deleterious or poisonous matter on or around any tree, or on the ground, sidewalk or lawn.

(4) Posting any sign, advertisement, or notice on any tree, tree stakes or guard or fastening any guy wire, cable, or rope to any tree, tree stake, or guard; provided, however, that under supervision of the Director, warning, traffic and official notices may be temporarily installed or placed on tree trunks.

(5) Damaging any tree stake, or guard with a vehicle or animal, or in any other manner causing injury to any tree.

(b) Additions and Enclosures.

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

i. All materials used for structures shall be termite and fungus free and shall not be used or secondhand. Materials shall not be garish by nature or as a result of their use with other materials. A mix of materials shall only be used if the materials in the proposed use will complement one another and when encouraged in the MDG to improve the aesthetics of the development (see MDG §3.1.2). Proposed materials, which are subsequently unavailable, shall not be substituted for materials that are unacceptable to the Board.

ii. When constructing a new addition or enclosure, the Owner shall be required to carry the new paint to a natural breaking point in the building such as a corner or a change of materials, etc., in order to blend with the existing structure. The term "paint to match" when applied to solid walls or additions or enclosures for the purposes of these Design Guidelines is defined as matching the wall color of the primary dwelling. Matching an accent or tint color or using "complementary" colors does not satisfy the requirement to "paint to match". The Owner shall seek approval from the Board if the Owner wishes to use a color other than those colors that have been previously approved as primary wall colors for walls, additions, enclosures, etc.

iii. Until such time as the Board or Pulewa DRC has adopted a uniform standard for screen doors, Board or Pulewa DRC approval is required prior to installation. Once a uniform standard has been approved, Owners must file a design review request, but no fee will be charged.

iv. Soil under all concrete slabs on grade and under all building floors, whether on grade or over air space, and all footing and masonry foundation walls shall be treated against subterranean termites. All termite treatment work shall be performed by a properly licensed and qualified pest control operator. Chemicals used outside the buildings or in accessible spaces under buildings shall be used only in strict accordance with all governmental laws and regulations and with the highest regard for the safety of children, plants and pet life.

(c) Concrete Slabs and Walkways.

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

(d) Roofs.

New roofs shall conform in design and materials to the roofs that were on the Units when they were first constructed. Metal or canvas awnings are prohibited. Connections between existing roofs and new roof additions shall preserve the overall form and architectural style of the dwelling. New roofs shall comply and conform to the requirements set forth in the City of Kapolei Urban Design Plan and the Mehana Design Guidelines

(e) Built-In Barbecues.

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

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

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

(g) House Decorations.

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

(h) Drop Blinds.

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

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

(i) Disposal of Construction Waste and Debris.

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

(j) Signs.

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

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

(k) Reflective Finishes and Window Tinting.

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

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

(l) Split Air Conditioning Systems.

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

- i. Owner shall comply with the Pulewa at Mehana Air Conditioning Guidelines attached to these Community Rules as Attachment "2".
- ii. The Owner shall be responsible for insuring quiet operation of all installed air conditioning system components. If the Board determines that an air conditioning system

component, such as a condenser unit, operates at an excessively noisy level which is a disturbance to neighbors, the Owner may be required to remove the air conditioning component.

iii. Only new air conditioning systems of a quality and having a noise emission level equal or superior to the systems and condenser units installed or designated by developer shall be installed. In no event may (1) a larger capacity condenser or system or (2) a condenser or system that requires greater electrical capacity or wattage supply be installed, as doing so may cause damage to the electrical wiring system in the Building.

iv. Air conditioning systems shall be maintained at all times in a clean and attractive condition and shall not be permitted to become unsightly.

v. The Owner shall take adequate precautions to ensure that condensation from the air conditioning systems, if any, is drained away from the improvements on Owner's Home.

vi. Window unit air conditioners are prohibited and may not be installed. No variance from this prohibition may be granted as such installation may negatively impact the common element Building walls and result in building code violations.

vii. No modification of the common element Building walls is permitted in connection with the installation of air conditioning systems and condenser units must be installed adjacent to the pre-wired stub out location for electric and piping for such systems in those specified locations reflected on the Condominium Map. To the extent provided in the Declaration, Owners of certain Homes may install condenser units in the common elements in those locations specified for that purposes and identified in the Declaration and on the Condominium Map. Such Owners shall have an easement over the common elements for this purpose and maintenance and repairs of such apparatus.

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

(m) Refrigerators/Freezers/Washers/Dryers.

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

(l) Flooring.

The floor system for the upper floors Unit Types A2/A2R, J2/J2R, and K2/K2R have been designed solely for floor covering with reduced sound transmitting qualities. The installation of ceramic tile, wood flooring, vinyl, and/or any other type of flooring other than floor covering with reduced sound transmitting qualities (e.g. carpet, cork flooring, rubber flooring and similar items approved by the Pulewa DRC) is prohibited in all Units located on the second floors, except at wet areas (i.e. bathrooms and kitchens) and the entry areas. This restriction does not prohibit the installation of hard flooring in the upper floors of the multi-story units when the upper floors are located wholly above another portion of the multi-story unit.

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

(a). To the maximum extent possible, solar units must be integrated into the architecture and design of the building. The solar panels, piping or any exposed part of the installation may not be higher than the nearest roof peak, or, unless necessary for operation of the solar unit, and then only the minimum height necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. This height requirement also applies to the roof mounted tank of any system. Where an open-ceiling design Unit prevents a direct run of piping from solar panels to the storage tank, the piping may be run over the peak of the roof for the shortest routing unless other routing is equal or shorter.

(b). The system shall be surfaced mounted, shall not be raised, nor shall they be angled, unless necessary for the operation of the solar unit, and then only the minimum angle necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. Where possible all components of the system should be concealed from view.

(c). Reflective surfaces other than glass are not permitted for any exposed parts unless necessary for operation of the solar unit, and then only the minimum amount necessary so as not to restrict the efficiency of the device by more than 25% or increase the cost of the device by more than 15%. Other exposed surfaces must be painted to match the surface on which it is mounted. Unit Owners will ensure that all painted surfaces are properly maintained to prevent peeling and cracking of paint.

(d). Solar panels should be installed as far as possible to the rear of the house. The front slope of the roof of the house or carport may not be used unless no other location is feasible.

(e). All solar units must be registered with the Pulewa DRC within 30 days of installation, along with a copy of the plans for the modification.

(f). If placed on a common element, the Unit owner must obtain the Pulewa DRC's consent, which must be granted provided: (1) the Unit owner complies with the Pulewa DRC's design specifications for installation; (2) the Unit owner engages a properly licensed contractor to install the solar unit; and (3) the Unit owner provides a certificate of insurance naming the Pulewa DRC, and, the Association, as an additional insured on the Unit owner's policy within fourteen days of approval of the solar unit being granted by the Pulewa DRC.

(g). The Pulewa DRC retains the right and ability to specially assess the Unit Owner(s) and their successor(s) responsible for damages or loss or injury to the solar unit, common element, limited common element, or adjacent unit arising from any work related to installation, maintenance, operation, repair, removal or replacement of a solar unit. This obligation is assumed by each successive owner until the solar unit has been removed from the common elements or limited common elements.

(h). The Owner shall cause the Owner's contractor to have and maintain, at all times, a policy of comprehensive general liability insurance covering the risk related to the

installation, use, and location of the solar equipment and potential damage to associated common elements, and shall name the Association as an additional insured under such policy.

(i). If a material or labor roof warranty exists when the solar energy device is installed, the Unit owner must obtain confirmation in writing from the company issuing the warranty that the installation of the solar unit will not void the roof warranty and the Unit owner shall provide the Pulewa DRC, and, the Association, with a copy of the confirmation.

(j). A solar unit is defined as any identifiable facility, equipment, apparatus, or the like, including a photovoltaic cell application, that is applicable to a single-family residential dwelling or townhouse and makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for generation; provided that "solar energy device" shall not include skylights or windows.

(k). The owner must remove the device when reasonably necessary or convenient for repair, maintenance or replacement of the common elements.

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

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

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

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

(a). Site plan (Scale 1 inch = 20 feet)

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

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

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

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

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

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

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

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

Applicable types of work:

Replanting.

ii. Minor Permit: \$100.00.

For site improvements and structures as listed below.

Applicable types of work:

Walls, fences, retaining walls.

Installation of solar panels.

Landscaping other than replacement and replanting.

Adding screen doors or other fenestration.

Any doghouse, tool shed, or any other permanent structure.

Any other type of site improvements or structures determined by the Board to require a minor permit.

iii. Full Permit: \$200.00.

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

New building or structure.

Lanai extension.

Roof Extension.

Trellises, gazebos.

Any other type of site improvements or structures not previously described, or deemed by the Board to require a full permit.

iv. Resubmittals.

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

v. Consultants' Fees.

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

vi. Board Expenses.

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

Note: The Board shall, in its sole discretion, determine the appropriate fee for each application. The above permit processing fees may be revised by the Board as deemed necessary. The current fee schedule at any point in time is available in the property manager's office.

Depending upon the complexity and the adequacy of the plans, the review process by the Board may take from one (1) to six (6) weeks after receipt of a complete application package. The Board process will begin when the application

and all required drawings and documents are received by the Board. Applications may be disapproved, approved, or approved with changes. If the plans are disapproved, the plans must then be revised to conform with the Board's design requirements and resubmitted for reconsideration and approval within 120 days in order to avoid additional application permit processing fees. Oral requests for approval or preliminary approval of proposed work that is subject to these Rules and regulations will not be accepted, either in person or over the telephone.

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

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

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

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

6.5 Penalties.

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

1st Violation Letter - Board will notify Owner that the Owner must correct the violation within 30 days of Owner's Receipt of the foregoing notice.

- 2nd Violation Letter - Board will notify Owner via regular and certified mail that the violation must be corrected within 30 days of Owner's Receipt of the notice. The Owner will also be warned that there is a fine in the amount of \$100.00 if violation is not corrected by the deadline.
- 3rd Violation Letter - Board will notify Owner sent via regular and certified mail that the Owner is fined \$50.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, Owner will be fined an additional amount up to \$250.00.
- 4th Violation Letter - Board will notify Owner via regular and certified mail that the Owner has been fined up to \$250.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, the matter may be turned over to attorney for enforcement. The legal fees for this effort will be charged to Owner.
- 5th and Subsequent Violation Letters - Following the 4th violation letter, counsel retained by the Association will notify the Owner to remedy the violation and advise the Owner that the Owner will be assessed all legal fees and costs until the violation is corrected.

G. PARKING AREAS, ROADWAYS, GARAGES

1. Maintenance of Spaces/Driveways. Owners and Occupants shall be responsible for the cleanliness of their respective garages, parking stalls and, if applicable, the appurtenant limited common element driveways, including the removal of any grease build-up. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in the parking stalls or driveways.
2. Observance of Signs. Drivers within the Community shall observe all traffic signs posted in the Community, whether by the appropriate authorities of the County or by the Association. Vehicles shall travel at no greater than five (5) miles per hour while within the Community.
3. No Impeding of Access. No vehicles belonging to an Owner or Occupant or to a family member, tenant, Guest, or employee of an Owner or Occupant shall be stopped or parked so as to extend into any portions of the roadways or sidewalks, or impede or prevent ready access to any entrance or any exit from the Community by another vehicle.
4. Parking in Proper Place. No parking is allowed on any roadway except in designated areas (e.g., designated assigned Guest parking stalls and parking permitted zones on public streets). Notwithstanding that parking stalls are not designated on the Condominium Map, Owner's are permitted to park in their driveway, if any, if the vehicle does not extend into any portions of the roadways or sidewalks, if any, or impede or prevent ready access to any entrance or any exit from the Community by another vehicle. The use of "handicap" guest

stalls, if any, is restricted to guests with disabilities using vehicles with the appropriate County handicap placard. Boats, non-vehicular and personal items must be stored either within an enclosed garage or outside the Community. Vehicles parked in unauthorized stalls (which include vehicles not parked entirely within an assigned space) may be towed away at the expense of the Owner or operator thereof. Vehicles belonging to Guests shall be parked only in the spaces designated for guest parking. It is the responsibility of each Owner and Occupant to inform his or her Guests not to park in vacant stalls, other than those designated for guest parking, unless prior arrangements have been made for such use. Use of guest parking stalls by an Owner or Occupant shall be permitted only with special permission from the Board or the Managing Agent. No overnight parking shall be allowed in the Guest parking stalls, except by special arrangement with the Board or the Managing Agent. In the event of a conflict between this section and the Bylaws or Declaration, the Declaration and/or the Bylaws shall prevail. All "Loading" areas, if shown on the Condominium Map, are to be used for active loading, and shall not be used as parking stalls.

4.1 Parking in driveways servicing only a single Unit, if any, is permitted as long as sidewalks and passageways are not obstructed. No parking is permitted (i) on driveways servicing more than a single Unit or (ii) within the Community access road so long as it is private, unless authorized by the Board of Directors in the rules or in accord with County regulations if and when the roadways are dedicated. The Board may enforce this restriction on parking.

4.2 Vehicles shall not be parked anywhere in the Community except parking areas designated for parking of motorized vehicles. Subject to the terms below, only Authorized Vehicles may be parked in Community parking areas. "Authorized Vehicles" means motorized land vehicles designed and used primarily for non-commercial passenger transport, such as automobiles, passenger vans designed to accommodate ten (10) or fewer people, two-wheel motorcycles, pick-up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, golf carts and similar vehicles, and any vehicle owned, used, or authorized by Declarant.

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

4.4 All Authorized Vehicles owned or operated by or within the control of an Owner or a resident of an Owner's Unit and kept within the Community shall be parked in that Owner's assigned parking stalls, if any. No vehicle shall be parked in any parking stall if the vehicle does

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

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

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

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

H. PETS

1. Pets. No livestock, poultry, or other animals whatsoever shall be allowed or kept in or on any part of the Community, except that dogs, cats, or other common household pets as described in the Bylaws, in reasonable number, may be kept by Owners and Occupants in their respective Units. Pets shall not be allowed on any common elements of the Community except on a leash or when carried. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of pets while the pets (whether on a leash or carried) are on any common elements of the Community.

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

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

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

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

I. NOISE, NUISANCES AND HAZARDS

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

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

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

J. GENERAL RULES AND REGULATIONS

1. Employees of the Association.

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

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

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

2. No Solicitation. No solicitation or canvassing is permitted in or about the common elements of the Community at any time.

3. Access to Units. The Managing Agent is not required to give access to a Unit without the written permission of the Owner thereof, a registered Agent of the Owner or a registered Occupant.

4. Observance of Law. Each Owner and Occupant will at all times keep his or her Unit in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all

restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these Rules and any agreements, decisions and determinations duly made by the Association.

K. ENFORCEMENT OF RULES

1. Violations and Damages.

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

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

2. Complaints. Complaints and suggestions regarding the Community shall be made in writing to the Board or the Managing Agent.

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

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

(a) In instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner, Occupant or Guest, enter the Unit (or secure an order permitting entry into a Unit) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these Rules, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or

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

5. Fines. The Board will notify and/or fine Owners who violate these Rules as provided as follows:

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

L. AMENDMENTS

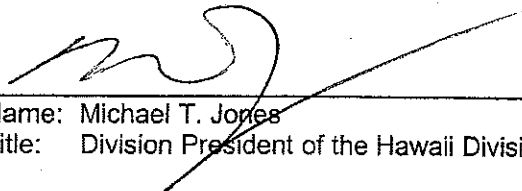
These Rules may be amended by the Developer, acting as the Association, at any time prior to the first meeting of the Board of Directors and thereafter, only by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

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The Developer, acting as the initial Association, hereby adopts the foregoing Community Rules as the Community Rules for Pulewa at Mehana on behalf of the Association this day of September 10, 20 10.

D.R. HORTON-SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. HORTON-SCHULER DIVISION

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By 
Name: Michael T. Jones
Title: Division President of the Hawaii Division

Attachment "1"
Recommended Plant List

COMMON NAME

BOTANICAL NAME

PALMS

Areca Palm
Bottle Palm
Chinese Fan Palm
Coconut Palm
Fiji Fan Palm
Fishtail Palm
Licuala Palm
MacArthur Palm

Chrysalidocarpus lutescens
Mascarena lagenicalus
Livistonia chinensis
Cocos nucifera
Pritchardia pacifica
Caryota mitis
Licuala grandis
Ptychosperma macarthurii

TREES

Medium Canopy

Autograph Tree
Eucalyptus varieties
False Kamani
Fern Treet
Fiddlewood
Hala
Kukui Nut
Milo
Octopus Tree
Paperbark
Satin Leaf

Clusia rosea
Eucalyptus var.
Terminalia catalpa
Filicum declines
Citharexylum spinosum
Pandanus odoratissimus
Aleurites molucanna
Thespesia populnea
Brassaia actinophylla
Melaleuca leucadendron
Chrysophyllum oliviforme

Small Canopy

Allspice
Be-Still
Euphorbia
False Olive
Harpullia
Jaboticaba
Madagascar Olive
Podocarpus
Strawberry Guava

Pimenta dioica
Thevetia peruviana
Euphorbia continifolia
Elaeodendron orientale
Harpullia pendula
Eugenia cauliflora
Noronhia emarginata
Podocarpus gracillior
Psidium cattleianum

FLOWERING

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

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

SHRUBS

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

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

HEDGE MATERIAL

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

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

VINES

Allamanda
Bougainvillea varieties
Cats Claw
Creeping Fig
Galphimia
Huapala
Jade
Mandevilla
Stephanotis
Thunbergia

Allamanda cathartica
Bougainvillea var.
Doxantha unguis-cati
Ficus pumila
Tristellateia australasiae
Ipomoea horsfalliae
Strongylodon macrobotrys
Mandevilla splendens
Stephanotis floribunda
Thunbergia grandiflora

GROUND COVER

Asytasia
Agapanthus
Asparagus Fern
Gazania
Hemigraphis
Joyweed
Lantana
Laua'e Fern
Monda Grass
Neomerica
Portulaca
Pothos
Rhoeo
Ruellia
Syngonium
Wedelia

Asystasia gangetica
Agapanthus africanus
Asparagus sprengeri
Gazania rigens
Hemigraphis colorata
Alternanthera amoena
Lantana
Polypodium phymatodes
Mondo japonicum
Neomerica gracilis
Portulaca grandiflora
Pothos aureus
Rhoeo discolor
Ruellia ciliosa
Syngonium podophyllum
Wedelia trilobata

GRASS

Bermuda
Centipede
St. Augustine
Zoysia

Cynodon dactylon
Eremochloa ophiuroides
Stenotaphrum secundatum
Zoysia tenuifolia

ATTACHMENT 2

Pulewa Air Conditioning Guidelines

- Contents:**
- 1.) Air Conditioning System Infrastructure
 - 2.) Completion of the Air Conditioning Systems
 - 3.) *Mechanical Equipment Schedule Sheet MO.2 (attachment)*
 - 4.) *Fujitsu Manufacturer's Data Sheets (attachment)*
 - 5.) *Typ. Fan Coil Unit Mounting Plan & Detail (attachment)*
 - 6.) *A/C Mechanical Plans Sheets M1.2, M2.2, M3.2 (attachment)*

Pulewa Air Conditioning Guidelines

Air Conditioning System Infrastructure:

Each unit at Pulewa is constructed to be Ductless Split System ready.
This means:

- 1.) Each unit has been designed with the ability to add two (2) ductless split air conditioning systems: one (1) single zone system for the living area and one (1) multi-zone system for the bedrooms.
- 2.) Each unit is constructed with the necessary infrastructure to accommodate the designed systems including a dedicated electrical circuit, pre-wiring, refrigerant and condensate drain lines.
- 3.) Each unit is constructed to minimize the modification/retrofit work required if the ductless split air conditioning systems are installed after the close of escrow.
- 4.) The designed systems are specific to each unit type. (*Refer to Mechanical Equipment Schedule and A/C Mechanical Plans Sheets M1.2, M2.2, M3.2*)
- 5.) The manufacturer's specifications for each system are included in these Air Conditioning Guidelines. (*Refer to Fujitsu Manufacturer's Data Sheets*)
- 6.) The specific designed location of each indoor unit and outdoor unit are included in these Air Conditioning Guidelines. (*Refer to A/C Mechanical Plans Sheets M1.2, M2.2, M3.2*)

Pulewa Air Conditioning Guidelines

Completion of the Air Conditioning Systems:

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

- 1.) DR Horton Homebuyer's Option - DR Horton completes the installation as a selected buyer's option during the construction phase of the project.
- 2.) Homeowner - Individual homeowner contracts with a licensed contractor(s) to supply the equipment/accessories and complete the installation after the close of escrow from DR Horton. The homeowner is responsible to ensure that the homeowner's contractor adheres to these Air Conditioning Guidelines. The homeowner is solely responsible for all costs/expenses.
 - A.) The homeowner is responsible to ensure that the licensed contractor(s) completing the work:
 1. is a licensed plumbing and/or air conditioning contractor(s) in the State of Hawaii for required air conditioning work.
 2. is a licensed electrical contractor(s) in the State of Hawaii for required electrical work.
 3. has a proven record on Oahu for installing similar systems, and is in good standing with the State of Hawaii.
 4. provides proof of workers compensation and comprehensive and general liability insurance as required by the homeowners association(s).
 5. completes the work in a professional manner, including, but not limited to, protecting flooring and furnishings, cutting and patching drywall work with finishes to match existing conditions, and removal of construction debris.
 6. provides a minimum one (1) year warranty for material and labor.

Pulewa Air Conditioning Guidelines

Completion of the Air Conditioning Systems (continued):

- B.) Homeowner shall comply with all applicable Design Guidelines by submitting the air conditioning specifications, contractor information and applicable drawings to the association for review and approval prior to commencement of work. The homeowner shall coordinate/schedule work per the homeowners associations requirements.
- C.) Homeowner is responsible to install ductless split air conditioning systems as specified in these Air Conditioning Guidelines. If Homeowner elects to install systems other than that specified in these Air Conditioning Guidelines, then Homeowner is responsible to ensure that the non-specified systems are compatible with the DR Horton provided infrastructure.
- D.) Homeowner shall install the FCU and ACCU equipment in the applicable unit's location as designated in these Air Conditioning Guidelines.
- E.) Homeowner shall install AC equipment per the manufacturer's installation recommendations including, but not limited to, installation clearances.

Homeowner shall limit the modification/retrofit work to the unit as follows:

1. Exterior ACCU - Exterior siding, trim, sheetmetal boot and/or any portion of the building's exterior wall shall not be cut, removed or modified. The plastic pipe cover may be removed to facilitate the connection and completion of the air conditioning systems. Homeowner is responsible for installation of ACCU to be on an industry standard acceptable base pad and to be within the existing gravel area provided by DR Horton.

Pulewa Air Conditioning Guidelines

Completion of the Air Conditioning Systems (continued):

2. Interior FCU - Modification/retrofit work to interior gypboard/drywall shall be limited to necessary cut outs to facilitate FCU connection to refrigerant line and condensate drain line. *Typical Fan Coil Unit Mounting Plan & Detail* shall be followed. Gypboard/drywall boxout of piping located within stud cavity shall not be removed or modified.