



PuuAlii

Phase I
House Rules

October 1, 2022

Remarks

The February, 2020 Edition of the Pu'u Ali'i Phase I House Rules is published mainly to incorporate all House Rules into one document.

INTRODUCTION: The Pu'u Ali'i Phase I House Rules ("House Rules") and Architectural Standards established by the Pu'u Ali'i Phase I Board of Directors ("Phase I Board" or "Board"), as permitted by the Pu'u Ali'i Phase I By-Laws, are intended to help maintain architectural uniformity, sustain property values, support an attractive, welcoming appearance and enhance the enjoyment of Pu'u Ali'i Phase I ("Phase I").

The Phase I Board wishes to emphasize that all owners and tenants are required to adhere to the Architectural Standards. All owners, tenants and guests are likewise required to adhere to the House Rules as good neighbors preserving a peaceful, safe and healthy community.

All Associations of Apartment Owners ("Associations") within the Pu'u Ali'i Community Association ("PCA"), including the Association of Apartment Owners of Pu'u Ali'i Phase I ("Phase I Association"), have the responsibility and the authority to establish and oversee the enforcement of rules affecting their respective groups, or Phases.

The Pu'u Ali'i Phase I policy is to follow Emergency Guidelines, Proclamations, Orders and Rules promulgated by federal, state and/or county authorities.

The Phase I Board has delegated the authority and responsibility for the enforcement of their House Rules and Architectural Standards to the Phase I Managing Agent and/or the PCA General Manager. The Phase I Board has full authority to collect damages or assessments from any owner or any other person liable under the House Rules or Architectural Standards. If the Board brings suit for the enforcement of House Rules or Architectural Standards or for the collection of any money due and owing and prevails, the apartment owner who is party to the suit will be liable for all costs and attorney fees.

Pu'u Ali'i Phase I By-Laws provide that the House Rules and Architectural Standards may be modified and amended at any time by the Phase I Board, provided that owners are given notice and an opportunity to be heard. All owners are encouraged to attend Board meetings and consider serving on the Board or its Committees.

The following House Rules, with associated fines for violations, are established for Phase I in accordance with its By-Laws and are effective 30 days from the date noted on the cover page of

the House Rules. These House Rules supersede all prior House Rules and amendments that apply to property for which Phase I has jurisdictional responsibility.

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Emergency: In an emergency, Residents should contact the appropriate emergency service (Police Department, Fire Department, Ambulance Service, Poison Control and Suicide Hotline can all be reached by calling 911). As soon as reasonably possible, the resident should notify the General Manager's Office at (808) 235-0320, of any emergency, which could affect other residents or their property or the Community. After normal office hours and on Holidays, Security personnel answer the General Manager's Office phone.

1. **Registration:** Each Resident must complete a registration form, available at the General Manager's Office and TownSq within seventy-two (72) hours of occupancy in order to avoid a fine from the PCA Office. **Residents are responsible for keeping registration information current.** This registration includes contact email(s), phone number(s), and information/data regarding occupancy, emergency contact, pet or assistance animal and vehicle.
2. **Local Agent:** Hawaii Revised Statutes Section 521-43(f) provides, that any owner or landlord who resides outside the State of Hawaii or on another island from where the rental unit is located shall designate on the written rental agreement an agent residing on the same island where the unit is located to act in the owner's or landlord's behalf. Off-island Owners must within seventy-two (72) hours of the effective date of the written agreement on which the local (on island) agent is designated, provide the General Manager with the name, mailing address and phone number of the local (on island) agent designated to act on their behalf for all matters related to the unit in order to avoid a fine from the PCA Office.
3. **Harassment:** Harassment by any Owner, Tenant or Guest directed toward Phase I Board members, employees, contractors, vendors and/or consultants in the performance of their duties for Phase I will not be tolerated. For purposes of these House Rules, the meaning of "harassment" includes, but is not limited to: (a) physical harm, bodily injury, assault, or the threat of imminent physical harm, bodily injury, or assault; (b) an intentional or knowing course of conduct directed at an individual and serves no legitimate purpose; provided that such course of conduct would cause a reasonable person to suffer emotional distress, or (c) any intentional or knowing conduct directed at an individual that seriously alarms or disturbs or bothers the individual and serves no legitimate purpose, even if it only occurs on one occasion; provided that such conduct would cause a reasonable person to suffer emotional distress. Harassment under these House Rules includes but is not limited to offensive conduct such as offensive jokes, slurs, name-calling, physical assaults or threats, intimidation, ridicule or mockery, insults, offensive objects, or pictures and/or interference with work performance. Retaliation is prohibited against individuals for filing a complaint, testifying, or participating in any way in an investigation. Physical assault and threats will be immediately reported to the Honolulu Police Department and all complaints of harassment shall be immediately referred for legal review. Any fees, including but not limited to attorneys' fees and costs related to legal action against Owners, or their Tenants, Guests, contractors, or other agents shall be at the Owner's expense.
4. **Quiet Hours:** Quiet Hours are between 10:00 p.m. and 8:00 a.m. daily, except on Friday and Saturday nights, and nights preceding Holidays, when Quiet Hours begin at 11:00 p.m. During Quiet Hours, no resident is to make or allow any disturbing noises in their apartment or on the premises. This includes noises by the resident, resident's family, visitors, appliances, pets, electronic devices, musical instruments, hobby construction and other sound equipment such as sub-woofers, which can be heard or felt in neighboring apartments, or any noise that causes an unreasonable disturbance to a neighbor.

Contractors and vendors doing work for residents within their apartments must not start work before 8:00 a.m. and must stop work by 5:00 p.m. Monday through Friday. Work hours for Saturday are from 9:00 a.m. to 5:00 p.m. No construction type work by contractors or vendors

(including hammering, sawing, drilling, or power sanding) is allowed on Sundays and on holidays.

Automobile sound equipment that can be heard from outside of the vehicle is prohibited.

Excessive noise of any kind is prohibited at any time and should be reported to the General Manager or Security who will take appropriate action.

5. **Fireworks:** The use of all fireworks is prohibited. **An immediate fine of \$500.00 will be imposed by the PCA on any owner, resident, or guest who discharges fireworks within Phase I; the fine will be charged to the account of the owner of the apartment.**
6. **Open Flames on Lanais:** Any open flames on the lanai, including torches, candles, gas grills, charcoal grills, etc., are not permitted.
7. **Smoking:** Smoking of any kind (Cigarettes, cigars, pipes, cannabis, etc.) is not allowed inside any apartment or lanai area. Waste shall be disposed of properly and not discarded on the grounds. Owners/residents possessing a valid Medical Cannabis Card must present it to the PCA General Manager prior to the use of medicinal cannabis. Alternate means of obtaining the benefits of medicinal cannabis, in lieu of smoking, should be utilized unless the patient's medical provider has deemed that no alternative exists. A copy of the Medical Cannabis Card will be kept on file. Owners/Residents are responsible for ensuring a current, non-expired Medical Cannabis Card is on-file with the PCA General Manager prior to the use of medicinal cannabis. **The medical use of marijuana / cannabis is not authorized under the law if the use "endangers the health or well-being of another person".**
8. **Outdoor cooking:** Outdoor cooking is permitted only on lanai areas and only using an electric grill. Charcoal and propane grills are not permitted. Cooking in garages, carports or front entryways is not permitted. A working fire extinguisher must be kept within 10 feet of the grill at all times. Smoke or fumes from outdoor cooking must not interfere with the comfort of neighbors.
9. **Use of Apartment:** No trade or business of any kind may be conducted in or from any apartment or any of the properties except that an owner or occupant residing in an apartment may conduct such business activity within the apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the condominium property who do not reside in the condominium; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is

engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefor.

10. **Entryways and Entryways Furnishings:** Entryways begin at the outer boundary of the Building. For downstairs condominium apartments, this is a line running from a parallel to the lower end of the stairs to the Building wall(s) corner(s). The area beyond that line and the stairs is considered a walkway / sidewalk. For upstairs apartments, the Entryway ends where the floor meets the top of the stairs. Entryways are to be kept in an orderly manner so as not to negatively affect from the exterior appearance of the Project. These House Rules prohibit potted plants, or any similar type of individually / personally owned items in any area within the Entryways, including the areas in and around the Mail/ Utility Kiosks with the exception of strollers and adaptive devices such as a walker, wheelchair, or other similar mobility devices. Outdoor mounted fire extinguishers shall be accessible at all times.
- a. Permitted within the bounds of the Entryway shall be a doormat no larger than the width of the door. Other personal items are not allowed in the Entryways except as provided in these House Rules.
 - b. Benches: Treated wood benches may be placed within Entryways without prior approval of the Phase I Board, provided the following conditions are met:
 - Bench shall not exceed six (6) feet in length.
 - Bench shall match with existing color of the Building.
 - Benches shall not hamper egress/ingress or present a safety hazard.
 - c. Shoe Racks: Racks for shoes or slippers may be placed within Entryways without prior approval of the Phase I Board, provided the following conditions are met:
 - No Rack shall exceed a height of twenty-four (24) inches from the floor, a length of twenty-four (24) inches, or a depth of twelve (12) inches.
 - Racks shall be painted to match the color of the Building trim.
 - Racks shall not hamper egress/ingress or present a safety hazard.
 - Racks are not to be attached to any part of the Building, and are to be placed as close to the doorway as is practical.
 - d. No toys, bicycles, sporting equipment, etc., may be left, stored, or unattended within the bounds of residential Entryways and at all-times must be stored in a location that is out of view of neighboring residents.
 - e. Entryway Door Decorations: Decorations shall be permitted at any time on the Entryway Front Door and/or Screen/Security Door without prior approval of the Phase I Board, provided the following conditions are met:
 - Decorations may include hospitality signs such as "Welcome", "Please Remove Shoes", "Occupant's Name", etc. Other types of signs are strictly forbidden, including, but not limited to, signage such as sale, advertising, billboards, company names, posters, political, etc.
 - Decorations shall be no more than 16 inches in the vertical or horizontal dimension (i.e. they should fit within a 16" x 16" square).
 - Decorations shall be attached to the front door and/or screen security door in a manner that does not damage the front door and that allows removal for maintenance of the Building, door, or doorframe. Decorations are allowed only on the Front Door or Front Screen/Security Door and may not be hung from or attached to the doorframe, light fixtures, floors, walls, stairs, railings, ceilings, roofs, or other Entryway Furnishings. Any Owner displaying or allowing an Occupant to display Decorations will be responsible for the cost of any damage

or repairs to any Common or Limited Common Element resulting from the Decorations, and the decisions of Phase I Management and/or the Board in such matters will be final.

- Decorations shall be in good taste and non-offensive.
- The provisions of this sub paragraph are made at the sole and absolute discretion of the Phase I Board, and the Board may at any time revoke these provisions and require that any and/or all Decorations be removed in accordance with Article V, Section 4 of the Phase I By-Laws. The Board may also require that an individual Decoration be removed without revoking this sub paragraph. If any Decoration is ordered to be removed, and is not removed within thirty days of written notice to do so, the Board may have the Decoration removed at the Owner's expense, and the Board and/or Association will have no liability for doing so.
- Upon the submission of a written request, the Phase I Board shall consider the approval of other types of Entryway Furnishings/Decorations on a case by case basis.
- The Phase I Board must approve in writing any variation from the above.

11. Holiday Decorations/String Lights: Holiday Policy: decorations/lighting may be displayed at Entryways and on lanais during holidays from one week prior and until one week after each holiday. Exception to the one week rule is as follows: Holiday Decorations may be displayed from Thanksgiving to January 15 without prior Phase I Board approval, provided that the following conditions are met:

- a. Holiday Decorations will be appropriate to and compatible with the Holiday season. They shall be in good taste and non-offensive and will be maintained in good condition.
- b. Holiday Decorations will be mounted in such a way that the paint barrier of the Building is not breached. They may be tied, taped, wound, or similar, but they may not be mounted with screws, staples, nails, or any other such mechanism that will damage the paint or underlying structure of the Building or allow water intrusion. Any Owner displaying or allowing an Occupant to display Holiday Decorations will be responsible for the cost of any damage or repairs to any Common or Limited Common Element as a result of displaying such Decorations, and the decisions of Phase I Management and/or the Board in such matters will be final.
- c. Holiday Decorations may be displayed on the Front doors, Screen/Security Doors, and Lanai doors; stairway railings, Entryway railings, and Lanai railings; Entryway walls and Lanai walls; Entryway ceilings and Lanai ceilings; Entryway roof edges and Lanai roof edges; and windows. Under no circumstances will Holiday Decorations be allowed on any other exterior Building wall. Holiday Decorations and/or wiring should not be placed in any walkway or create a safety hazard or insurance liability. The Phase I Board has no authority to authorize Holiday Decorations beyond the footprint of any Building. Because of safety and liability factors, no wiring for Holiday Decorations may be run beyond the Building footprint.
- d. The provisions of this sub paragraph are made at the sole and absolute discretion of the Phase I Board, and the Board may at any time revoke these provisions in accordance with Article V, Section 4 of the Phase I By-Laws and require that any and/or all Holiday Decorations be removed. The Board may also require that an individual Holiday Decoration be removed without revoking this sub paragraph. If any Holiday Decoration is ordered to be removed and is not removed within three days of written notice to do so,

the Board may have the Decoration removed at the Owner's expense, and the Board and/or Association will have no liability for doing so.

- Exemptions: Clear non-blinking string lights may be used year round to illuminate the rear lanais, provided they are turned off when not in active use, are not permanently affixed to the building or railing, and are approved for outdoor use. All other color or multi-color lights are considered Holiday decorations and are limited to the Holiday decoration standards and rules.

12. **Wind Chimes:** The hanging of one wind chime per apartment on the lanai is allowed provided that the following conditions are met:

- a. Must be nailed or screwed onto wood.
- b. Any nail or screw shall be sealed with waterproof material to prevent any water infiltration.
- c. Noise complaints will be referred to the Phase I Covenants Committee, who will make recommendations to the Phase I Board. The Covenants Committee will recommend one of the following:
 - Moving of the wind chime to a different location on the lanai.
 - Dampening the clapper to help deaden the sound created.
 - Changing the type of wind chime.
 - Removal of the wind chime completely.

13. **Window Coverings:** All window/lanai door window coverings, linings, drapes, blinds, or shutters, 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 covering windows, are not allowed. Window shelves are not to be used as makeshift storage and shall not be exposed to the outside of the building.

14. **Lanai Furnishings:** Lanais may be furnished appropriately with chairs, lounges, small tables and other furnishings specifically designed, manufactured and marketed for outdoor use. All lanais must be kept in an orderly manner so as not to detract from the uniform exterior appearance of the Project. All lanai lighting, including grow lights and string lights, shall be white in color or within the white color spectrum.

Refrigerators or other appliances not considered lanai furniture are not permitted on the lanai. Lanais may not be used as storage areas for sports and play equipment, surplus cartons, or any other type of excess belongings. Clothing or other items may not be hung on apartment lanais or from Lanai railings.

15. **Potted Plants on Lanais and Entryways:**

Potted plants and planter boxes may not be placed directly on any common areas, including stairways, walkways, sidewalks, driveways, and parking stalls, and may not be suspended from ceilings, or placed on lanai railings, or other building structures. Planter boxes must face inwards and are not allowed to drip on the lanai floor. Planter boxes should not be attached to the lanai railings in such a way that will damage the wood or cause perforation of the wood.

Any damage that is a result of planters attached to the lanai wood railing will be repaired at the cost of the homeowner.

- a. Potted plants may be placed on lanai floors and Entryways to enhance the appearance of the property under the following conditions:
 - Assure a minimum thirty-six (36) inch wide ingress/egress lane to all doors for emergency needs.
 - Use good judgment in number and placement as to not hinder access for maintenance.
 - Do not create a safety hazard or Building damage.
 - When watering plants, ensure that the water does not overflow onto neighboring lanai or entryway.
 - Place each plant in a waterproof container, raised above the surface of the deck to allow proper circulation of air and minimum damage to the decks.
 - Place water and nutrients in the container rather than spraying from above.
 - Keep soil, chemicals, water and plant parts off the deck.
 - Maintain the plants in a presentable manner.
 - Keep plants off the walls, railings and stairs.
 - Coordinate with neighbors who share the Entryway.

16. Bicycles and Sporting Equipment: Bicycles and other sporting equipment shall not be stored or chained to parts of the property such as walkways, railings, carport supports, or be kept in areas where the equipment may become a safety hazard or nuisance, protrude from the apartment, or be visible from outside the apartment. Skateboards and other wheeled riding devices including skates, scooters, and razer scooters are prohibited to be used in Pu'u Ali'i, and are to be carried or transported off the Property for use.

17. Clothes Dryer Vents: 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 clean the clothes dryer and vent. The following safety tips shall be followed:

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

18. Water Leak Inside Residential Apartments: If there is a water leak inside your apartment, you need to:

- a. Contain the water leak and turn the shut off valve to the apartment, located outside the building.
- b. Call a licensed plumber to identify and repair the leak.
- c. It is the homeowner's responsibility to call their homeowner (HO6) insurance agent.
- d. Report the problem to the PCA office at 808-235-0320

The PCA office will open a work request. Once a work request is initiated, the PCA office will notify the Phase I Management Company Representative.

The most frequent cause of water leaks have been:

- Leakage of upstairs neighbors' tubs
- Commodes
- Water heaters
- Dishwashers
- Clothes washers
- Refrigerator icemakers
- Heavy rains through open windows

19. **Homeowners Insurance:** Pursuant to Section 514B-143(g), Hawaii Revised Statutes, Phase I Board, having obtained the written consent of a majority of owners, is authorized to require apartment owners to obtain reasonable types and levels of insurance. The Section also allows the Directors, if the apartment 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 apartment owner. At the March 21, 2017 Board meeting, the Board reviewed the owners' majority consent for mandatory insurance. At the July 18, 2017 Board meeting, the Board approved the minimum requirements as follows:

- a. Apartment owners shall purchase an HO6 policy with a minimum coverage of optional coverage for contents; \$15,000 for dwelling; \$300,000 for liability; and \$10,000 for loss assessment.
- b. The liability of the apartment owner shall include, but not be limited to, the deductible of the owner whose apartment was damaged, the deductible of any Association 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 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 each renewal thereafter.
- d. Failure to purchase insurance will be solely the responsibility of the homeowner to pay for any damage and repairs to their own apartment and any other apartment that is affected.
- e. In no event is the Association or Board liable to any person either with regard to the failure of an apartment owner to purchase insurance, or a decision by the Board not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.
- f. It is recommended that owners discuss their personal insurance needs with their agent. The master policy only covers the apartment as originally built. The HO6/personal policy needs to cover upgrades, improvements, contents, and personal liability of the apartment owner as these items may not be covered by the minimum HO6 requirements, and are not covered by the Association's insurance.

20. Insurance Deductible Policy:

- a. In the event a claim is made under the Association's insurance policy(s) for damage to an apartment or the common elements caused solely by a defect in a common element, the Association shall be responsible for paying the deductible amount as a common expense. In the event the value of such a claim is less than the deductible amount, the Association shall be responsible for paying the claim as a common expense.
 - Example: An apartment sustains water damage from a burst common element pipe in the walls.

Notwithstanding the above, in the event the Association's insurance policy(s) does not cover improvements and betterments to the apartment installed by apartment owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to apartment improvements and betterments. For purposes of this paragraph, "improvements and betterments" as defined in Section 514B-143(b) means "all decorating fixtures, and furnishings installed or added to and located within the boundaries of the apartment, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by apartment owners."

If improvements and betterments are covered by the Association's insurance policy(s), the Association shall pay the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to apartment improvements and betterments. However, the Association may assess any increased cost against the apartments affected.

- b. In the event a claim is made by an apartment owner under the Association's insurance policy(s) for damage to the owner's apartment, other apartments, or common elements, which damage is caused by the apartment owner or other occupants or guests of the owner's apartment, or from whose apartment the damage or cause of loss originated, the said apartment owner shall be responsible for paying the deductible amount.

In the event the value of such a claim is less than the deductible amount, the said apartment owner shall be responsible for paying the claim as a personal expense. Alternatively, said apartment owner should make inquiry with his/her individual homeowner's insurance policy for coverage for the claim, if any.

- Examples: An apartment's toilet leaks or a washing machine hose bursts causing water damage to lower apartments or to the common elements. A Phase I apartment owner or occupant negligently or deliberately allows the bathroom to overflow causing water damage to lower apartments or to the common elements.
- c. In the event the Board intends to assess the deductible amount against an apartment owner who caused the damage or from whose apartment the damage or cause of loss originated, written notice of the intent to assess shall be given to the apartment owner and an opportunity to be heard. Hearings are held at the next scheduled Board meeting following the written notice.
 - d. Depending upon the circumstances, the Board reserves the right to require the apartment owners of the apartments affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in subsection c above shall apply.

- e. All apartment owners are required to review their individual homeowner's insurance policies (HO6) to ensure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.
21. **Smoke Alarms:** Smoke alarms are required to be installed in all apartments. Homeowners should inspect and maintain smoke alarms to ensure they are in proper working condition. Non-working smoke alarms should be properly replaced.
22. **Fair Housing: Please refer to the Architectural Standards for complete information.**
If you, as a homeowner or resident, have any problems 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 I, or apartment owner, as appropriate.
23. **Statement of Policy (Responsibility)**
- a. Every apartment owner shall at owner's own expense at all times well and substantially repair, maintain, amend and keep in good order and condition owner's apartment.
 - b. Owners are responsible for the physical and fiscal maintenance, repair, and replacement of doors (with the exception of the external garage doors) and perimeter windows and window frames in accordance with the Architectural Standards. Owners are also responsible for all appurtenant hardware associated with their apartment's perimeter doors (including the exterior garage door) and perimeter windows (said hardware including but not limited to, all rollers, electrical or manual locking assemblies, locks, handles, tracks, keys, remote controls and garage door openers), and the maintenance thereof, to ensure the smooth operation and good condition thereof. All sliding or swinging Screen/Security Doors and all glass and window screens and the maintenance thereof are the responsibility of the owner.
 - c. All the walls and partitions which are not load-bearing within an apartment's perimeter walls, including lanai doors and interior garage doors, and the maintenance thereof are the responsibility of the owner.
 - d. The interior decorated or finished surfaces of all walls, floors and ceilings of an apartment, and the maintenance thereof are the responsibility of the owner.
 - e. Any damage caused by an owner, a Resident, a Guest of the owner, or a Guest of a Resident to any part of the Building including the garage door is the responsibility of the owner.
 - f. All interior items including, but not limited to the following are the responsibility of the owner, including, but not limited to the following: Plumbing fixtures, medicine cabinets, sinks, kitchen cabinets, ranges, hood vents, closet doors, interior swing doors, fire resistant door leading from inside garage to apartment, clothes washer, tiled shower stalls, the interior decorated or finished surfaces of floors, smoke alarms, exhaust fans, light fixtures, electric sub-panels, water heaters, mirrors, mirrored doors, privacy doors, clothes dryers, carpets, bath tubs and tile.
24. **Parking and Removal of Vehicles:** All vehicles parked on the property must have a current license plate, registration, and safety inspection decal in accordance with Hawaii State licensing and safety inspection requirements. Vehicles not in compliance will be subject to action by the PCA. Watercraft, non-vehicular and personal items are not to be left or parked in driveways or

carports but are permitted to be stored within the Resident's garage. Vehicles must meet noise and emission standards. Vehicles with missing, damaged, defective or worn out mufflers are not permitted on Pu'u Ali'i property. Vehicles with modified mufflers or exhaust systems that cause noise complaints are not permitted to operate on Pu'u Ali'i property during quiet hours. Vehicles that present a hazard to the property or its occupants, that are abandoned, inoperable, disabled, or used exclusively for storage for more than thirty (30) days will be cited and /or removed from the property at the apartment and/or owner's expense.

25. **Vehicle Repairs:** The homeowner/resident will not make any repairs to vehicles in any area of Pu'u Ali'i property other than their garage. As an exception, if a vehicle becomes inoperable while on Pu'u Ali'i property, minimal emergency repairs (no longer than a day) may be made in order to make the vehicle operable or to remove the vehicle from the property. No tools, jacks, repair equipment or material of any kind may be left on, under, or in the vicinity of any vehicle or parking stall when they are not in active use.
26. **Oil or other Vehicle Fluid Leakage:** It is harmful to the pavement and can create a hazard for others. Any damage to the asphalt/concrete surfaces in parking areas resulting from leaks/spills from a resident's or guest's vehicles, will be repaired at owner's expense if the homeowner does not immediately and completely clean the leakage.
27. **Garage Doors:** Garage doors are to remain closed when not in use.

28. **Pets:**

- a. No animal shall be kept in any part of Phase I except in accordance with the regulations prescribed by the Phase I Board.
- b. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs or cats or other household pets in reasonable number may be kept by an apartment owner or occupant in his respective apartment but shall not be kept, bred or used therein for any commercial purpose.

Additional information can be found in the Phase I By-Laws.

- c. Dogs, cats, or other household pets are limited to a maximum of two per apartment. A request to keep more than two household pets must be approved in writing by the Phase I Board.
- d. No pets shall be allowed to remain unattended on the lanais. Pet waste (including puppy or training pads, dog waste bags and similar materials) shall not remain on the lanai or Entryways for any period of time.
- e. Pets should not disturb other residents, by way of noise, smell, ferocity or for other reasons.
- f. Pet registration: All household pets are to be registered with the General Manager's Office. Pursuant to the Revised Ordinances of Honolulu, and Hawaii State law, all dogs three months and older and all cats three months and older must have microchip identification (i.e. to be implanted with scannable microchip identification) and owners must register the microchip number and owner's contact information with a microchip registration company. All cats older than four months are to wear an identification collar or tag with the current Owner's name, address and telephone number clearly visible. Animals in violation of this identification rule are subject to entrapment and placement with the Hawaiian Humane Society.

- g. **Pet Restrictions:** Pets are to be confined to pet owner's apartment. Pets shall not be allowed to roam freely in the Common or Limited Common Areas of the Community at any time (a leash law is in effect). Pets may not be tied or tethered and may not be left unattended in any Common or Limited Common Area(s) of the Community. Pets in transit must be carried, restrained by a leash no longer than eight (8) feet, or placed in an animal carrier. All pets are to be restrained by a leash when on Common or Limited Common Elements of the Community.
- h. Cat litter may not be disposed of in toilets. The cost of repairs caused by placing cat litter in the toilet will be the responsibility of the owner of the apartment in which the pet resides.
- i. **Pet Owner Liability:** Pet owners are responsible for any damage caused by their pets to the Common or Limited Common Elements of Phase I. Any damage caused by cleaning chemicals or other materials used in an attempt to remedy damages is also the responsibility of the pet owner and ultimately the owner of the apartment in which the pet resides.
- j. Pet owners are responsible for all damages inflicted by a pet. This includes financial responsibilities and all other responsibilities for any personal injury or property damage inflicted by a pet to a resident, guest, or employee of Phase I or to any member of the public. The Phase I Association is not responsible for any damage caused by an animal. The Association highly recommends that all pet owners acquire liability insurance for their pets.
- k. **Pet Removal:** The Board may require the permanent removal of any pet if the pet is determined by the Board to be an unreasonable nuisance or a danger to the Phase I community. Examples of unreasonable nuisance pet behavior include:
- *Pets that cause personal injury or damage to personal or Phase I property.*
 - *Pets that exhibit aggressive or vicious behavior.*
 - *Pets that are unclean, malodorous or have an untreated communicable disease or condition.*
 - *Pets that cause odors that disturb neighbors.*
 - *Pets that make noise continuously for a period of ten (10) minutes or intermittently for one-half (1/2) hour or more, disturbing neighbors at any time of the day or night.*
 - *Pets that are not under complete control of a responsible person in all Common or Limited Common Areas. This includes pets that are not on a hand-held leash no longer than eight (8) feet, or not in a pet carrier.*
 - *Pets that urinate or defecate on walls or floors of Common or Limited Common Areas.*
- l. **Pet Breeding:** Pets are not to be kept, bred or used for any commercial purpose on Phase I property.
- m. **Visiting Pets:** Visiting pets are subject to the same restrictions as resident pets.
- n. **Assistance Animals:** Disabled Residents and Guests are permitted to keep and use assistance animals. As permitted by law, the Board may request written certification by a healthcare provider in connection with a reasonable accommodation request for an assistance animal submitted by a disabled person.
- *Notwithstanding any of the foregoing rules, assistance animals upon which disabled residents depend for assistance shall be permitted to be kept at the project and shall be allowed to walk throughout the common*

areas while on a leash, harness, tether, cage, carrier, or other physical control, or if the nature of the person's disability makes physical control impracticable, or if physical control would interfere with the assistance that the animal provides, then the assistance animal must be otherwise under the control of the animal's owner or handler by voice control, signals, or other effective means. This exception shall also apply to assistance animals depended upon by disabled guests of residents.

- *If an assistance animal depended upon by a disabled person to enable him to use and enjoy the common areas and/or an apartment causes a nuisance or creates an unreasonable disturbance, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of removal of the animal from the project. Removal of such an animal will be required only if the Phase I Board reasonably determines that less drastic alternative have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable period of time while the owner thereof finds a suitable replacement animal, provided that the problem is controlled to a sufficient degree and its continued presence during the interim period does not constitute and unreasonable imposition upon other residents.*

- o. Enforcement of Pet Rules: Pet rules are created to ensure the health and safety of all Phase I residents. All residents are encouraged to report violations of any of these rules. Please call (808-235-0320) or submit in writing to the General Manager's Office the following information:
 - i. Date offense occurred.
 - ii. Time of day offense occurred.
 - iii. Location offense occurred.
 - iv. A description of the offending pet.
 - v. The offense committed.
 - vi. If known, the Apartment Number of the responsible Owner/responsible person.

The Owners of Apartments within the Phase I Community are subject to fines for any violation of these rules by Occupants or their Guests. Refer to the PCA rules for further pet restrictions and rules.

- 29. **Feeding Birds, Feral Animals, Stray Animals:** Feeding, caring for, or otherwise aiding wild or stray animals on Phase I property is prohibited. Injured or stray animals are to be reported to the Hawaiian Humane Society for pick up. Feeding birds and using bird feeders are prohibited.
- 30. **Signs:** Posting For Sale or For Rent signs is not allowed within the Pu'u Ali'i Phase I. All other signs, pictures, posters, flags (except properly displayed US flags flown pursuant to federal and state law and as long as they are affixed by means that do not perforate any part of the building including the railings), or other items are prohibited from being displayed from or affixed to Apartment windows, doors and walls. Kiosks throughout Phase I are to be used for the sole purpose of information purposes with regards to the management of the grounds. There is to be

no personal postings of any kind. If you need to post any personal notices, please use the bulletin board located at the pavilion.

31. **Sale of Personal Property:** Residents may sell personal property only within the interiors of their Apartments. Sale of personal property may not be operated as a business. No personal items may be placed for sale in any Common areas without prior written approval of the Board.
32. **Soliciting:** No soliciting or door to door selling is allowed in Phase I grounds ; provided however, the solicitation of proxies and distribution of materials related to Association matters on the Common Elements by unit owners shall be permitted in accordance with any rules adopted by the Phase I Board regulating reasonable time, place and manner of the solicitations and/or distributions. Residents should call the General Manager's Office if any unrequested or unauthorized solicitation is made.
33. **Roof Access:** No person shall be allowed on any roof, for any purpose whatsoever, except Owner's contractors, Association contractors or Association maintenance employees.
34. **Trash Collection:** Trash is collected each Monday and Thursday mornings except on Christmas Day and New Year's Day. Trash may be placed at curbside only after 6:00 p.m. the night before collection. No trash may be placed inside any kiosk. Trash placed curbside must be in tightly tied bags so that it does not spill or drain. Residents must use garbage bags that are 13 gallons or larger in size and may not place smaller bags including grocery bags out on the curbside for pick up. Residents are responsible for keeping trash bags/containers in the designated area until the proper time for placing it curbside for collection. For units with garages the designated area is the garage. For units that do not have a garage, but have a carport, they may place one (1) trash can, neutral in color and no larger than 33-gallons, within the carport area. Trash can must have a lid and must remain closed at all times except when can is being accessed. Owners/residents must remove garbage bags from the trash can and place at curbside for pickup. Trash cans may not be placed curbside. Owners/residents are solely responsible for the purchase and maintenance of the trash can. Failure to follow these rules may result in a fine.
35. **Bulk Trash Collection:** The designated pick up location for bulky items for Phase I can be found at the PCA website, www.Puualii.org . Residents will need to schedule their own Bulk trash pick-up. The number to call is 808-768-3200 and select option "0". Notify the PCA office at 808-235-0320 with your appointment date and time at least 48 hours in advance so maintenance can come off the area. Bulk items may be placed at this location no earlier than the evening before the scheduled pick up day. Otherwise bulk items may be taken to the City and County Transfer Station in the Kapaa quarry industrial area of Kailua. No bulk items are to be placed curbside for regular trash pick-up or placed in any dumpster that is part of Pu'u Ali'i. To arrange for pickup by the City and County Refuse Collection Division, or on their website at http://www.opala.org/solid_waste/bulky_item_pickup.html.
36. **Recycling:** There is no formal recycling program within the Phase I community. Residents are encouraged to recycle with local organizations or take materials such as paper, cardboard, aluminum cans, plastic and glass bottles to a recycling location.

37. **Storage of Hazardous Materials:** Hazardous materials/chemicals shall be stored according to safe storage recommendations of manufacturer.

PU'U ALI'I PHASE I FINING POLICY

I. General

The Fining System is applicable to all violations of the Pu'u Ali'i Phase I Declaration, By-Laws, House Rules and Architectural Standards ("Governing Documents"). Revisions of House Rules, Architectural Standards and the Fining Policy may occur periodically. Owners, upon notification of such proposed revisions, shall be provided the opportunity to be heard at a meeting of the Phase I Board of Directors ("Board") to comment on the revisions. The PCA General Manager or the Phase I Managing Agent ("Managing Agent") has the authority to administer the Governing Documents as delegated to them by the Board, including the identification and documentation of violations.

II. Responsibility

All Owners, Residents and Visitors must comply with the Pu'u Ali'i Phase I Governing Documents. Fines for violations of the Governing Documents may be imposed pursuant to the authority set forth in the Pu'u Ali'i Phase I By-Laws, Article IV, Section 1(m).

- a. Owners are responsible for payment of any fines assessed against their apartments for their own violations, the violations of their tenants, and the violations of their or their tenants' family members, occupants, guests, agents or employees.
- b. Any expenses or costs incurred by the Association pertaining to enforcement of violations will be assessed to the Owner. Unpaid fines and/or associated costs will constitute a lien against the offending Owner's interest in his/her apartment, and the Board may institute foreclosure proceedings to collect unpaid fines to the extent permitted by law.
- c. The payment of a fine does not relieve the Owner of the obligation to correct the violation.

III. Fining Procedures and Notifications

The Managing Agent will provide the Owner with a written notification of any violations of the Governing Documents by mail. A copy of the notification will also be sent to the Tenant (if applicable), and for an absentee Owner, the Owner's on-island agent ("Owner's Agent"). The notifications will include a reference to the applicable section(s) of the Governing Documents. A violation shall be erased from an Owner's record after a year.

Fines levied against an Owner on a monthly basis may continue to accrue during the appeal process should the Owner wish to appeal the Fine.

IV. Fining Schedule

Except as otherwise provided in the House Rules, Architectural Standards, or this Fining Policy, the following fine schedule shall apply for any violations of the Governing Documents:

- a. First Offense: The Managing Agent will issue a “Friendly Reminder” notification to the Owner (or Owner’s Agent, if applicable), a first written notification as official notice that a violation of the Governing Documents has occurred. The “Friendly Reminder” will include a reference to the violated section(s) of the Governing Documents. If the violation is corrected within the deadline specified in the Friendly Reminder, no further action will be taken. A record of the incident will be kept on file at the PCA General Manager’s or Phase I Managing Agent’s office for reference in the event of repeat offenses.
- b. Second Offense: If the violation is not corrected within the deadline specified in the “Friendly Reminder”, or another violation of the same rule occurs, the Managing Agent will issue a second written notification (“Second Notice”). If the violation is corrected within the deadline specified in the Second Notice, no further action will be taken.
- c. Third Offense: If the violation is not corrected within the deadline specified in the Second Notice, or another violation of the same rule occurs, the Managing Agent will issue a third written citation (“Third Notice”), and impose a \$50.00 fine.
- d. Subsequent Offense: If the violation is not corrected within the deadline specified in the Third Notice, or if another violation of the same rule occurs, the matter may be referred to the Association’s attorney for appropriate action.
- e. If the violation(s) continue to be uncorrected after the Third Violation, the Pu’u Ali’i Phase I Board of Directors has the authority and reserves the right to increase the amount and/or frequency of the fines in cases where there is no attempt to correct the violation(s), habitual offenders, and/or if the fine is not paid in full with the Owner’s next monthly Association Maintenance Fee.

V. Serious Violations

Immediate Fines: The Board may impose immediate fines for violations it deems as “serious violations,” which are violations that pose a threat to

persons or property. Serious violations may be immediately referred to the Association's attorney for appropriate action.

VI. Property Damage

Owners are responsible for the timely payment of all expenses incurred by the Association to repair or restore property damaged by themselves, their family members, guests or tenants, including all fees or legal costs incurred by the Association. In severe damage cases, criminal charges may also be filed in addition to the assessment of fines.

VII. Appeals Process

The appeals process described in this document is based on the Association By-Laws. An Owner ("Appellant") or agent with full power of attorney for the unit may appeal a fine for violation of the Governing Documents. The Appellant's written appeal, must be delivered by mail to the Board Secretary or Managing Agent within twenty (20) calendar days of the date of the written notice of such fine.

The appeal must include a reason for the appeal. It will be helpful to include with the written statement any mitigating circumstances, photos, witness statements and other documentation that explains the Appellant's case. Owners are advised that the following reasons are not likely to be deemed as valid reasons for an appeal: (1) failure to know the applicable provision of the Governing Documents; (2) failure of an Owner to provide its Tenant with a complete copy of the current Governing Documents; or (3) disagreement with a provision in the Governing Documents. Appeals will be heard by the Board at the next scheduled Board meeting following the receipt of the written appeal and within sixty (60) days after the notice of initial appeal has been delivered to the Board Secretary or Managing Agent.

An appeal will not halt the accrual of any ongoing fine imposed or unresolved violation. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of the hearing of the appeal.

The cause of the fine shall be reported in writing at such meeting with a statement of the facts upon which the fine was based, a copy of which shall be delivered or mailed to the Appellant at least ten (10) days in advance of the meeting. The Appellant may attend the hearing and should let the Managing Agent know of their intent to do so. The Appellant may present any witnesses and supporting evidence at the hearing to assist the Board in making a

determination. The Board may also present any witnesses or supporting evidence at the hearing.

The Board of Directors shall vote as to whether the fine will be affirmed, reduced, or canceled. The collection of any fines will be suspended until the appeals process has been completed. If a majority of the Board Directors participating in the meeting vote to uphold the fine in total or part, that sum shall be remitted by the Appellant in full within twenty (20) days of notice of the decision of the Board, unless the Appellant delivers a notice of final appeal to the Board Secretary or Managing Agent within the twenty (20) day period.

A Final Appeal process is available to Appellants wishing to appeal the decision of the Board by delivering a written notice of final appeal and the reasons to the Board Secretary or Managing Agent within twenty (20) days after the date of delivery or mailing of the Board's initial appeal decision.

An Appeals Committee will be established through the selection of one Phase I apartment owner by the Board and one Phase I apartment owner by the Appellant who are willing to hear the final appeal. The names, addresses and telephone numbers of the two selected Phase I apartment owners will be delivered to the Appellant and the Board Secretary or Managing Agent within twenty (20) days of the delivery of the notice of final appeal. These two Phase I apartment owners will select a third qualified and willing Phase I apartment owner and shall deliver the name, address and phone number of that third apartment owner to the Appellant and the Board Secretary or Managing Agent within ten (10) days of the end of the aforementioned twenty day period. The Appeals Committee members may not be related to either the appellant or any Board Director by blood, marriage or adoption, nor shall any member of the Appeals Committee be the co-owner, tenant, co-tenant or landlord of the Appellant or any Board Director. If the Appellant is not able to identify a willing and qualified Committee member within the twenty (20) days or is not able to present a willing and qualified Committee member at the hearing, there will be an automatic dismissal of the final appeal. If the Board is not able to identify a willing and qualified Committee member within the twenty (20) days or is not able to present a willing and qualified Committee member at the hearing, it will result in an automatic dismissal of the fine.

All final appeals shall be heard at a meeting of the Appeals Committee within sixty (60) days after the notice of final appeal has been delivered to the Board

Secretary or Managing Agent. Copies of all written materials submitted by the Appellant and the Board in the initial appeal, together with any additional supporting information that the Board may elect to provide, shall be delivered or mailed to each of the Appeals Committee members at least ten (10) days before the meeting. At the meeting the Appellant and the Board may provide witnesses, testimony and supporting evidence.

The Appeals Committee shall vote as to whether the fine and/or the amount shall be affirmed with the majority determining the outcome to rescind the fine, reduce the fine or uphold the fine amount. The collection of any fines will be suspended until the appeals process has been completed. If a majority of the Appeals Committee members vote to uphold the fine in total or part, that sum shall be remitted by the Appellant in full within twenty (20) days of delivered or mailed notice of the decision by the Board Secretary or Managing Agent.

Failure by the Appellant to comply with any deadlines contained in the appeals process shall result in the automatic waiver of all appeal rights.

VIII. Alternative Dispute Resolution

Pursuant to Hawaii Revised Statutes (“HRS”) Section 514B-146(g), Owners have the right to initiate the dispute resolution processes of mediation and arbitration. Mediation can be requested by an Owner or the Board of Directors to resolve a dispute regarding the interpretation or enforcement of the Association’s Declaration, By-laws, House Rules or Architectural Standards. If there is a request by one party, the other party is required to participate. In mediation, each party is responsible for its own costs unless there is an agreement that one party will pay or all costs or if there is refusal to participate and the court makes an award against the refusing party. Additional information may be found in HRS Section 514B-161.

Any party can request arbitration to settle a dispute concerning or involving one or more owners relating to the interpretation, application or enforcement of HRS Chapter 514B or the Association’s Declaration, By-laws, House Rules or Architectural Standards. The arbitrator is bound by rules of substantive law and may permit reasonable discovery. The circuit court has various levels of involvement in arbitration. The award of costs, expenses and attorneys’ fees is made by the arbitrator and is binding on all parties. Details are available in HRS Section 514B-162.