

# **Spinnaker Place Townhomes**

**91-2018 Kai'oli Street  
Ewa Beach Hawaii, 96706  
Office/Fax 689-7398**

## **HOUSE RULES**

These House Rules apply to all owners, tenants, guests, invitees, and licensees using or residing in the Spinnaker Place Townhomes Condominium Project.

### **ARTICLE I. GENERAL**

Section 1. Purpose. The purpose of these House Rules is to protect all Apartment Owners ("Owners") and other occupants from annoyance and nuisance created by improper use of the Spinnaker Place Townhomes Condominium Project ("Project") and also to protect the reputation and desirability of the Project by providing for the enjoyment, comfort and security of its occupants. The provisions of these House Rules shall apply equally to all Apartments in the Project.

Section 2. Enforcement. The Board of Directors (the "Board") of the Association of Apartment Owners of Spinnaker Place Townhomes (the "Association") shall be responsible for enforcing these Rules. The Board may delegate this responsibility to the Managing Agent and/or the Site Manager of the Project. All Owners, tenants, guests, invitees, licensees, and other persons using the Project (collectively referred to as "Occupants") must obey these House Rules.

Section 3. Conflicts. These House Rules supplement but do not change the obligations of the Occupants contained in the following documents: a) the Declaration of Covenants, Conditions and Restrictions for Ocean Pointe (Residential), as may be amended and/or supplemented from time to time (referred to as the "Ocean Pointe Declaration" or the "Master Declaration"), as well as the Design Guidelines referenced in Article VII thereof (the "Design Guidelines"); b) the Declaration of Condominium Property Regime for the Project (the "Declaration") and the Bylaws of the Association of Apartment Owners for the Project (the "Bylaws") (collectively the "Spinnaker Place Documents"). If any part of these House Rules conflict with any of the provisions of the Spinnaker Place Documents, the Spinnaker Place Documents will govern that matter.

#### **Section 4. General Provisions.**

(a) Any reference made herein to the Common Elements shall not include the Limited Common Elements (e.g. enclosed Front or Rear yards, lanai, entry area, etc.) unless expressly stated otherwise.

(b) The Board may make other rules and regulations or amend these House Rules if necessary or desirable.

(c) Excessive noise is prohibited. All owners and residents shall at all times exercise care to avoid excessive noises such as vehicles with loud exhaust, revving vehicle motor while transiting private drives, using musical instruments, radios, televisions and amplifiers that can be heard from a distance of 30 or more feet in any direction of a unit between the hours of 10:00 p.m. – 7:00 a.m. daily.

Section 5. Board of Directors Policies: Residents need to be aware of and familiar with the below Board Policies, which are posted on the Association web site:

[www.certifiedhawaii.com](http://www.certifiedhawaii.com)  
click on Association/Association Web Sites  
Arrow down to Spinnaker Place

- (a) Policy #1 Late fees and Recovery of Funds due the Association
- (b) Policy #2 Violations and Fining System
- (c) Policy #3 Authority to Terminate Common Element Privileges and Services
- (d) Policy #5 Dangerous Act or Flagrant Violation Fines
- (e) Policy #6 Insurance Deductible

## **ARTICLE II. OCCUPANCY AND USE**

Section 1. Use of Apartment. Apartments may be used for residential purposes only. The Apartments may not be used for time-sharing, transient or hotel purposes.

Section 2. Maintenance of Apartment and Garage. Occupants must maintain the Apartment, garage and lanai in accordance with the Declaration, the Bylaws, and/or these House Rules. The garage was designed for vehicle parking. The garage door is to remain completely closed at all times unless activity is ongoing in the garage. Pets shall not be kept in the garage. The use of gas or charcoal grills, deep fryers or cooking on hot plates is not permitted inside the garage.

Section 3. Activities Prohibited. No person shall undertake any activities that would result in a violation of any provision of the Declaration, Bylaws and/or these House Rules. Loitering on common element, Spinnaker Place Townhome streets or street corners after 10:00 p.m. is strictly prohibited.

Section 4. Responsibility of Owners for Conduct of Others. All Occupants (Owners, tenants, guests, invitees, and licensees) and their family members must abide by these House Rules. Owners are responsible for the conduct of their tenants, guests, invitees, and licensees. Upon receipt of a notice from the Board, Managing Agent or Site Manager the Owner must immediately abate and remove, at the Owner's expense, any structure, thing, or condition that any Occupant is using, causing, or has built in the Project, which causes a nuisance or other violation of these House Rules. If an Owner cannot control the conduct of any Occupant, such Owner shall, upon request of the Board, Managing Agent or Site Manager immediately remove such Occupant from the premises, without compensation from the Association, Board, Managing Agent or Site Manager for lost rental or profits or any other damage resulting therefrom. If an Occupant causes damage to the Common Elements or to the property of another, the Owner shall be responsible for the expense of repairing such damage.

## Section 5. Pets.

(a) Number Size and Type. Due to the limited amount of space in an Apartment, an Occupant may only raise, keep and maintain within any Apartment up to two (2) generally recognized domestic house pets such as, but not limited to, dogs or cats kept for the Occupant's personal pleasure and not for sale or other commercial purpose. No farm animals or fowl such as, but not limited to, horses, pigs, chickens or roosters shall be maintained within any Apartment, excluding and excepting canaries, parakeets and other songbirds. Authorized pets shall be kept or maintained solely within an Apartment or in a Rear Yard and may not be kept or maintained within a Front Yard or garage of an Apartment. Pets cannot be left unattended while being in a front yard facing a common element.

The foregoing limitation on the number of pets shall not apply to prohibit a reasonable number of hamsters, small birds, fish or other constantly caged animals, nor shall it apply to require the removal of any litter born to a permitted pet prior to the time that the animals in such litter are three (3) months old.

(b) Registration. All pets shall be registered with the Site Manager within 72 hours of taking residence, and each pet owner shall pay a reasonable registration fee as may be established by the Board.

(c) Licensing. If applicable, all pets shall be licensed and inoculated as may be required by law.

(d) Common Elements. Pets are permitted only in those portions of the Common Elements designated by the Association for such purposes, provided they are carried or confined to a leash held by a responsible person at all times. Pets may not roam the Common Elements unattended at any time.

(e) Responsibility. Occupants are responsible for ensuring that their pets do not make excessive or objectionable noise and for immediately cleaning up any mess made by their pets. Occupants shall be responsible for any damage caused by their pets.

(f) Removal of a Pet. Any pet which, in the sole judgment of the Board, Managing Agent or Site Manager makes excessive or objectionable noise, is permitted to roam free, constitutes a nuisance, or causes an unreasonable disturbance, or threat to the health or safety of any other Occupant shall be removed from the Project on the demand of the Board, Managing Agent or Site Manager. However, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of removal from the property.

(g) No Liability on the Board, Association, Managing Agent or Site Manager. In no event shall the Board, the Association, the Managing Agent or Site Manager be deemed liable for any loss, damage or injury to persons or property caused by or arising in connection with any Occupant's pet or other animal. By acquiring an interest in an Apartment in the Project, each Owner agrees to indemnify, defend and hold harmless the Board, the Association, the Managing Agent and Site Manager against any claim or action at law or in equity arising out of or in any way relating to such Occupant's pet or other animal.

(h) Compliance with Laws. Notwithstanding the foregoing, the provisions contained in this Section 5 shall not be enforced in any manner, which is contrary to applicable provisions of the Federal Fair Housing Act (42 U.S.C. ' 3601 et. seq., as amended) and any similar laws of the State of Hawaii.

Section 6. Tents and Temporary Structures. Occupants shall not place upon an Apartment, Common Element, Limited Common Element or any part of the Project any tent or any structure of a permanent nature. Notwithstanding the foregoing, party tents, tarps and temporary structures are permitted upon a Limited Common Element of an Apartment provided that the Occupant notify the Site Manager and shall not continue to use the tent, tarp, or other temporary structure beyond the special event for which it is planned and shall remove the tent, tarp, or temporary structure within twenty-four (24) hours following the conclusion of such special event.

Placement of any such structure on a Limited Common Element for any purpose longer than two (2) days may require application and approval of the Design Review Committee or the Board and may be subject to such additional regulations as may be provided in the Design Guidelines.

Section 7. Throwing of Objects From Apartments. Nothing shall be thrown or permitted to be thrown from lanais, windows, or any other part of an Apartment. Cigarettes, matches or any type of fireworks or firecrackers specifically, are fire hazards.

Section 8. Alcoholic Beverages. The consumption of alcohol shall be limited to the Apartment, the Limited Common Elements appurtenant to the Owner's Apartment (such as the lanai, front or rear yards).

Section 9. Barbecues. Except as to those places expressly designated by the Association, barbecuing and hibachis shall be limited to the enclosed yard area of each Apartment. Barbecues should be attended to at all times. Measures to minimize excessive flame and smoke should be taken at all times. When not in use, Barbecues in plain view of the common element (front yard) shall be covered by a black or neutral colored cover.

Section 10. Waterbeds, Hot Tubs, Jetted Tubs. The use of waterbeds or hot tubs on the second floor of any Apartment is prohibited. Additionally, an Occupant may not install or operate any Jacuzzi -style or jetted tubs in an Apartment.

Section 11. No Roof Access. No Resident is allowed on the roof of the Project for any purpose without the prior written permission of the Board, Managing Agent or Site Manager.

Section 12. No Objects to be Hung from Windows, Railings, or Exterior Surfaces. Occupants may not hang clothes, bedding, carpeting, or anything else from windows, lanais, exterior surfaces, or in the walkways for any purpose. Notwithstanding the above, temporary holiday or special event decorations are permitted within those portions of the Common Elements consisting of the front and rear facing exterior walls of the Apartment, provided (a) they are not installed sooner than thirty (30) days before the holiday or event and are removed not later than fifteen (15) days after the holiday or event, (b) do not cause any damage to such exterior walls, (c) are used in such a manner as to not cause an improper or offensive use or condition in the reasonable opinion of the Board, and (d) are otherwise in compliance with the Design Guidelines.

Section 13. Sewer Lines. Occupants may not flush sanitary napkins, tampons, paper towels, food waste or any other materials other than toilet paper down the toilets, which may clog sewer lines.

Section 14. Flammable or Hazardous Activities and Substances. No flammable or hazardous activities shall be engaged in and no flammable or hazardous substances shall be introduced into or manufactured within any Apartment or on Common Elements, which might result in the violation of any law or in the cancellation of the insurance or increase in the insurance rate on the Common Elements of the Project.

Section 15. Fireworks or Firecrackers. No fireworks or firecrackers of any kind may be used anywhere within the Project. A \$100.00 fine shall be assessed to residents reported for using fireworks or firecrackers of any kind on the project.

### **ARTICLE III. USE OF COMMON AND LIMITED COMMON ELEMENTS**

Section 1. Restrictions on Use. All Common and Limited Common Elements shall be used only for their respective purposes as designated in the Declaration.

Section 2. Objects Placed or Left on the Common Elements. Occupants may not place or leave any items of personal property, including, but not limited to, shoes or slippers, baby carriages, bicycles, toys, surfboards, packages, boxes, or crates, plants or planters, water hoses or antennas of any kind on the Common Elements. The Board may remove any personal articles from the Common Elements without notice and at the Occupants' risk and expense.

Section 3. Parking and Automobiles.

(a) Operation of Vehicles. All vehicles, including, but not limited to, automobiles, motorcycles, mopeds, and bicycles, must be kept within the roadways, driveways, service lanes, and parking areas of the Project. All vehicles mentioned are not allowed to transit or park on any landscaped areas throughout the Project.

(b) Speeding. Vehicles shall not be driven at speeds in excess of five (5) miles per hour on any roadway, driveway, parking area or service lane.

(c) Traffic Signs. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians, and operate their vehicles quietly.

(d) Guest Parking Stalls. Unless otherwise specified, guest parking stalls shall be reserved exclusively for the use of guests of the Apartments, and not by any Occupant residing in the Apartments. No overnight parking shall be allowed in the guest parking stalls, unless prior approval has been obtained from the Site Manager or Managing Agent. Parking passes may be obtained from the Site Manager or Managing Agent during normal working hours only. Parking pass must be placed on the vehicle dash in clear view at all times. The Board, Managing Agent or Site Manager has the authority to tow illegally parked vehicles at the expense of the owner of such vehicle.

(e) Occupant Parking. Occupants shall park vehicles and trailers (including boat trailers) only in an Apartment's assigned garage, unless permission has been obtained for the use of another garage or designated area from the person entitled to use same. If an Apartment has a concrete apron deemed appropriate for parking as described herein, the Occupants may park vehicles (excluding boat trailers) within said concrete apron, subject to such reasonable rules and regulations as may be set forth in the House Rules as the Board may adopt from time to time. Except as otherwise provided below in this section, all vehicles parked within the Project shall be parked wholly within the boundaries of the assigned garage or concrete apron, as the case may be. There shall be no parking within the private roadways or within any other non-dedicated thoroughfares except as may be permitted by the Board. In addition, parallel parking on the concrete apron between the asphalt common roadway and the garage door is strictly prohibited. Parking is permitted on the concrete apron provided that (1) the vehicle is parked such that either the front or rear end of the vehicle is facing the garage door; and (2) the vehicle is entirely on the concrete apron and at least one (1) foot from the edge of the asphalt common roadway.

(f) Violations and Enforcement. Notwithstanding any provision herein to the contrary:

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

(2) Any Occupant who improperly uses any garage, guest parking stall, concrete apron, or parks a vehicle on the Common Elements, may be subject to (i) having a violating vehicle towed away by the Association at the Occupant's expense; and/or (ii) being imposed a fine for each offense in an amount determined by the Board.

Section 4. Enclosed Yard, Fence, and Entry Gate. Each Owner shall at all times maintain and use the enclosed yard (Front or Rear Yard) in such a manner so as not to cause any nuisance, an improper or offensive use in the reasonable opinion of the Board, Managing Agent or Site Manager a threat to health or safety, an unreasonable visual impairment to any Occupant, or an unreasonable interference with or unreasonable annoyance to the peaceful possession or proper use of the Project by any other Occupant, each Owner shall be responsible for (a) maintaining the landscaping and the irrigation system within the enclosed Front or Rear yard; (b) maintaining any drain lines that may be installed within the Front or Rear Yard; and (c) maintaining and keeping in good repair the fences and entry gate, if any, all in accordance with the Declaration.

Section 5. Camping. No camping or use of tents on the Common or Limited Common Elements or a visible yard is allowed at any time, unless otherwise specified by the Association.

Section 6. Trees and Other Landscaping. No Occupant shall disturb, cut, trim, damage, climb on or in or remove any of the trees located in the landscaped areas within any dedicated roadways or parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the Common Elements of the Project. The landscaping in an Owner's enclosed yard shall be maintained in a manner consistent with its original design. Any modifications or alterations to the landscaping shall be subject to the Design Guidelines and must be submitted in writing to the Board for approval prior to performing modifications.

Section 7. Liability for Damage. Each Owner shall be liable to the Association for all costs and expenses, including attorneys' fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the Common or Limited Common Elements or to the property of another, which damage or destruction was contributed to or caused by the Owner or anyone on the premises pursuant to the invitation or authority of such Owner.

Section 8. Trash Disposal. Waste, such as food, must be disposed of through the garbage disposal whenever possible. Food waste that cannot be disposed of through the garbage disposal shall be placed in a plastic bag properly secured at the top. Owners or Occupants may not place trash of any kind in the Common Elements except inside trash receptacles provided for such purpose. All trash must be placed inside the trash bins. Bulky items such as, but not limited to, washers, dryers, refrigerators, mattresses or old furniture shall not be placed within the trash enclosures, trash bins or on any part of the Project. Residents are solely responsible for the removal of their bulky items from the Project.

Section 9. Washing of Vehicles. All washing of vehicles within the Project shall be done only in areas designated for such purpose and shall comply with all applicable governmental rules, regulations, and ordinances. Vehicles may be parallel parked behind the garage during washing and waxing only. Hoses and other cleaning materials must be removed from the common element after use. Hoses cannot be maintained on any part of the common element unless actively being used.

Section 10. Safety Considerations. Climbing on fences, trees, retaining walls, perimeter walls or other structures is prohibited.

Section 11. Bicycles, Skateboards, and other vehicles. Bicycles shall be ridden on specifically marked walkways or streets only. Skateboards are not to be ridden anywhere within the Project. Unlicensed motorized vehicles are not permitted within the Project.

Section 12. Lanais. Each Owner shall at all times maintain and use the lanai in such a manner so as not to cause any nuisance, an improper or offensive use in the reasonable opinion of the Board, Managing Agent or Site Manager a threat to health or safety, an unreasonable visual impairment to any Occupant, or an unreasonable interference with or unreasonable annoyance to the peaceful possession or proper use of Project by any other Occupant. Visible lanais shall not be used as a storage area, however bicycles and daily foot wear can be neatly stored on visible lanais.

Section 13. Antennas. Prior to an Occupant installing any antenna permitted under the Federal Communications Commission's (FCC) rule (47 C.F.R. Part 1, Subpart 5, Sec. 1.400 et seq.), the Occupant shall submit a request to the Design Review Committee for confirmation that the proposed installation shall comply with the Design Guidelines applicable to the Spinnaker Place Townhomes. In general, the antennas may only be installed within the enclosed Rear Yard area of an Apartment and should be installed below the fence line of the enclosed Rear Yard area and not be visible from the street, neighboring Apartments, other residential dwellings, or other areas. Except as provided below, any such approved antenna may not be installed on any Common Element including, without limitation, the roof or exterior walls of an Apartment. Contact the Site Manager for additional details and appropriate paper work required in order to install an antenna.

Section 14. Use of Recreation Area. The recreation area located within the Spinnaker Place Townhomes is intended for the use and enjoyment of all Owners and tenants of the Project, including their respective guests. It is strongly recommended that children be under the direct supervision of a responsible adult at all times while using the recreation area. Up to four (4) guests may accompany an Owner or tenant to utilize the recreation area and the related facilities without the prior approval of the Board, Managing Agent or Site Manager. Any person using the recreation area agrees to abide by the House Rules and legitimate instructions of the Board, Site Manager or Managing Agent. The following rules and regulations shall apply to the use of the recreation area, including the pool, spa, restroom and related facilities:

A. General.

(a) Any person entering the premises does so at his or her own risk to safety and personal property. Any person entering the premises agrees not to hold the Board, the Association, Managing Agent or Site Manager of the Project for any loss or damage to any personal property brought on the premises, including property stored in any storage area or left on the premises.

(b) Owners will be held financially liable for any Association property that they, their tenants or guests damage, misplace, abuse or render unusable, except for damage due to normally anticipated wear and tear. No Association property may be removed from the premises without the prior approval of the Board, Managing Agent or Site Manager.

(c) Persons using the recreation area facilities shall not threaten, intimidate, abuse or use any profane language against any other person while on the premises.

(d) Gambling, illicit use of drugs, consumption of alcohol, and smoking are prohibited on the premises. Glass containers are not permitted in the vicinity of the pool deck.

(e) No motorized vehicles or wheeled device such as scooters, shoes, motorcycles, motorbikes, skateboards, roller skates, roller blades or bicycles shall be driven or ridden on the premises. Such motorized vehicles or wheeled devices such as scooters, motorcycles, motorbikes and bicycles shall be parked only in areas authorized by the Board, Managing Agent or Site Manager. Any activity or use of equipment, which the Board, Managing Agent or Site Manager deems injurious to users of the facilities or damaging to property, is prohibited. Notwithstanding any other provision herein, this rule shall not prohibit persons with disabilities from using a motorized vehicle or wheeled device on the premises as reasonably necessary for the use and enjoyment of the premises.

(f) Commercial activity and soliciting on the recreation area premises is prohibited unless prior written approval has been obtained from the Board.

(g) Radios and other sound equipment are permitted on the premises provided the volume is controlled and not a nuisance to other Occupants as determined by the Board, Managing Agent or Site Manager.

(h) From time to time specific areas of the facilities may be closed for maintenance or repairs. The Site Manager will endeavor to provide notice when practicable.



(i) The Board may waive any part of these rules for any supervised class or activity, provided that all Occupants are treated in a fair and equitable manner.

(j) Use of barbecues is only permitted during posted pool hours. Residents shall clean entire barbecue surface and surrounding area after each use. Place all trash in receptacles provided for.

(k) Residents may request for and reserve an area for private parties for up to a total of fifteen (15) people. All requests must be submitted to the Site Manager during normal working hours and at least 72 hours in advance. Private parties are only permitted during posted pool hours, no exceptions. A deposit is required for private parties.

(l) Reserved area including kitchen must be completely cleaned and free of trash and food waste or the deposit will be forfeited.

#### B. Swimming Pool and Spa

(a) Swimming is permitted during the hours of 9:00 a.m. to 9:00 p.m. Sunday through Thursday and from 9:00 a.m. to 10 p.m. Friday and Saturday. No exceptions.

(b) There is no lifeguard on duty at the pool. Any person using or entering into the swimming pool or spa does so at his own risk. The Board, the Association, Managing Agent or Site Manager will not be responsible for any injury or loss of property.

(c) Complete showering is REQUIRED before entering the pool or spa.

(d) There are no specific age restrictions upon children's unsupervised use of the pool and spa area. However, parents and guardians are responsible for the safety and conduct of their children and are expected to utilize reasonable judgment in ensuring that such children are adequately and safely supervised at all times while on the recreation area premises.

(e) No food or any glass containers are permitted in or around the pool and spa.

(f) Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins, and hair rollers, etc., can clog and mar the pool and must be removed before swimming.

(g) All ointment and sand must be removed from body and attire before entering the pool or spa.

(h) Occupants may not bring or allow any pet on the premises; provided, however, handicapped persons who depend upon a certified guide dog, signal dog, or other animal for assistance may be permitted to bring such animal onto the premises; provided further that no such animal shall be allowed in the swimming pool or spa, nor shall such animal cause a nuisance or create unreasonable disturbances.

(i) Persons wearing bandages or who have open wounds are prohibited to from using the swimming pool and spa.

(j) No running, rough-housing, pushing, shoving, or unreasonable noise is allowed in the pool or spa area or other areas of the recreation area.

(k) No bombing back dives, somersaults and twists into the pool is permitted. No jumping into the pool from any part of the walls or railings surrounding the pool is permitted.

(l) Spitting, spouting of water, blowing the nose, and urinating are unsanitary and therefore are NOT allowed in the swimming pool or spa. The Board, Managing Agent or Site Manager reserves the right to use its discretion in prohibiting any act or conduct by any person that may be potentially harmful to themselves, others or property.

(m) Any person using the pool or spa who is incontinent, (unable to retain a bodily discharge voluntarily) must wear snug plastic or rubber waterproof pants with elastic bands around legs and waist. Disposable diapers alone are not permissible without such covering.

(n) After using the pool or spa, bathers must dry off thoroughly before walking through the recreation area.

(o) Towels, mats, caps, trash and other personal belongings shall be removed from the area when the person leaves.

(p) The lifesaving and cleaning equipment is strictly for those purposes and SHALL NOT be used as play items by anyone in the pool or spa area.

(q) The Board, Managing Agent or Site Manager is authorized to eject any violator of the above swimming pool rules from the pool area. Individual pool privileges can be taken away for repeated violations of the recreation area and swimming pool rules. Residents who witness violations are strongly encouraged to report those violations to the Site Manager immediately.

#### **ARTICLE IV MISCELLANEOUS**

##### **Section 1. Repairs and Maintenance**

(a) Duty to Repair and Maintain. Owners must promptly perform all repairs and maintenance work within the Apartments. Owners will be responsible for any and all loss and damage caused by failure to make necessary repairs and maintenance when required.

(b) Apartment Repairs at Owners' Expense. Owners will be responsible for all repairs of internal installations within the Apartments, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps, photo cell eye, which controls the garage light operation and other fixtures and accessories belonging to the Apartments, including the walls and floor coverings of the Apartments. Residents must notify the Site Manager when a common element light (parking lot or courtyard) or garage light is out.

Section 2. Association Disclaimer of Liability. All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, Board, Managing Agent, Site Manager or other employees shall not be liable in any manner whatsoever for loss of or damage to any personal property of, injury to, or death of, any person whether such loss, damage, injury, or death occurs in an Apartment or in the Common or Limited Common Elements.

Section 3. Deliveries. The Association, Board, Managing Agent, Site Manager or other employees shall not be liable for loss of or damage to packages or other deliveries or for any article or for any personal property of an Occupant placed, left at, outside of, or about the Apartments, the Common Elements, or the Limited Common Elements.

Section 4. Loss of Personal Property. The Association, Board, Managing Agent, Site Manager or other employees shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the Common Elements, the Limited Common Elements, or any area of the Apartments or buildings.

Section 5. Appointment of Local Agent. If an Owner's primary residence is outside the State of Hawaii, or if the Owner is absent from the Apartment for more than thirty (30) days, the Owner must designate a local agent to represent the Owner's interest. Non-resident Owners must file with the Managing Agent and Site Manager their out-of-town address and telephone number, and the address and telephone number of their local agent.

Section 6. Occupant Registration. Owners, their tenants or lessees, and other occupants who occupy any Apartment for a period of seven (7) calendar days or longer, must file their name, address and phone number and signature with the Managing Agent and Site Manager upon purchasing and/or taking occupancy of the Apartment, and must furnish the Board with any other reasonable information as requested from time to time.

Section 7. Maintenance Employees of the Association. Maintenance employees of the Association are under the direction of the Board, Managing Agent and Site Manager. During prescribed hours of work they may not be diverted to the private business or employment of any Occupant. Occupants may not ask maintenance employees to leave the Common Elements.

Section 8. Compliance with Laws and the Spinnaker Place Townhomes Governing Documents. Occupants must observe all laws, ordinances, rules and regulations existing now or in the future of any governmental authority and shall at all times comply with the provisions of the Spinnaker Place Townhomes Governing Documents.

Section 9. Copies of House Rules. Copies of the House Rules shall be provided to an Owner when Owner's request, provided that such Owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

Section 10. Lockouts. The Association, Board, Managing Agent or Site Manager is not responsible for lockouts or for providing the Apartment Owners with any extra sets of keys for their Apartments.

## **ARTICLE V. VIOLATION AND ENFORCEMENT OF THESE RULES**

### **Section 1. Reporting Violations and Damages.**

(a) Reporting of Violations. The Board shall take all corrective actions regarding violations of these House Rules and damages to the Common Elements. Residents should promptly report to the Board, Managing Agent or Site Manager any violations of the House Rules.

(b) Damages to Common Elements. If it is determined that a resident has caused damage to a common element all costs involved to repair or replace shall be assessed to the resident causing such damage. Any and all legal cost to resolve the damage to common element will be assessed to the resident causing the damage.

**Section 2. Right of Entry in Favor of Association; Failure to Maintain.** Each Owner shall permit the Board and its designees at all reasonable times to enter upon and examine the state of repair and condition of any portion of its Apartment and/or Limited Common Element. If any nonconformance or violation with the Declaration, Bylaws or the House Rules comes to the Board's attention as a result of such inspection, the Board may give notice of such nonconformance or violation to such Owner. Within sixty (60) days after such notice, the Owner shall remedy the nonconformance. If the correction may be made within a reasonable time but cannot be reasonably be made within sixty (60) days, the Owner will not be in default under this Section if the correction is begun within the sixty (60) day period and is thereafter continuously and diligently undertaken to completion by the Owner. If the Owner refuses or neglects to commence and complete the correction in time, the Board may make such repairs or cause the same to be made at the Owners expense and subject to the Owner's obligation of reimbursement to the Association. In such a case, the Board and the Association shall not be responsible to the Owner or to any persons claiming by or through the Owner for any loss or damage that may be caused to its or their property or business, other than such loss or damage which arises out of the gross negligence or willful misconduct of the Association or any Board member.

**Section 3. Costs of Enforcement.** All costs of enforcing the above provisions, including reasonable attorneys' fees, incurred by or on behalf of the Association, shall be promptly reimbursed by the Apartment Owner and/or Occupant in violation of the above Declaration, Bylaws and/or House Rules.

**Section 4. Monetary Fines.** The Board of Directors may impose reasonable monetary fines upon any Owner, Occupant or other person who fails to rectify a Declaration, Bylaws, or House Rule violation within a reasonable time after receiving notice of such violation.

**Section 5. Penalties.** In addition to or in lieu of monetary fines, the Board of Directors may impose reasonable penalties, including but not limited to the removal of privileges.

## **ARTICLE VI. AMENDMENTS**

These House Rules may be amended at any time upon the majority vote of the Board at a duly called meeting of the Board and as long as the Board allows owners reasonable time to provide input to amendments.

**THE BOARD OF DIRECTORS AT**

**SPINNAKER PLACE TOWNHOMES**

**ADOPTED THE FOLLOWING**  
**Board Policy Amendment**  
**June 12, 2008**

**The following item has been amended. Please save this amendment by attaching to your current copy of the house rules and board policies.**

**Policy #2**

**Violations and Fining System Section will now read:**

**C. Fine Enforcement Policy:**

The Board of Directors has adopted the following schedule of fines for any violation of the Governing Document. These fines shall be imposed against the unit owner for any violation by the owner(s), their tenant(s), family member(s), guest(s), agent(s), or employee(s).

**Citation and Fines**

1. First Offense: A written citation given to the owner/resident.
2. Second Offense: A written citation to be sent to the owner and a \$25.00 fine assessed to the owners account.
3. Third Offense: A written citation to be sent to the owner and a \$50.00 fine assessed to the owners account.
4. Fourth Offense: A written citation to be sent to the owner and a \$75.00 fine assessed to the owners account.
5. Subsequent Offenses: A written citation to be sent to the owner and a \$100.00 fine assessed to the owners account.

If corrective action is not taken after the fifth written notice and related fines, the Board of Directors can refer the matter to the Associations attorney for resolution. All legal expenses incurred will be the owner's responsibility.

# *Spinnaker Place Townhomes*



## GARAGE APRON PARKING POLICY

### Purpose

This policy establishes procedures for issuing violations of the house rules prohibiting parking on the garage apron.

### A. GENERAL PROVISIONS:

1. The provisions of the "GARAGE APRON PARKING VIOLATIONS" shall be applicable to all Association owners and residents
2. The House Rules Article III Section 3 (e) state in part "...In addition, parallel parking on the concrete apron between the asphalt common roadway and the garage door is strictly prohibited."
3. If an owner, resident or guest of any owner or resident fails to comply with the provisions of the Governing Documents, fines may be imposed pursuant to the schedule set forth herein.
4. Copies of all written notices of violations and fines issued to tenants will be sent to the appropriate owner and/or rental agent by the Site Manager and/or managing agent.

### B. RESPONSIBILITIES OF OWNERS FOR FINES:

1. Owners are responsible for the actions of their guests' and/or tenants' behavior at all times and for the payment of any fines levied.
2. Should expenses be incurred by the Association due to violations of the Governing Documents by an owner, resident or guest, the owner of the unit shall be responsible for payment of such expenses.

### C. FINE ENFORCEMENT POLICY:

The Board of Directors has adopted the following schedule of fines for Garage Apron parking violation of the Governing Documents. These fines shall be imposed against the unit owner for any violation by the owner(s), their tenant(s), family member(s), guest(s), agent(s), or employee(s).

#### Citations and Fines

1. First Offense: Warning letter to be sent to owner/resident.
2. Second and subsequent offenses: Citation letter and a fine of \$100.00 sent to the owner/resident. Additionally any cost for repair of common elements including landscaping and irrigation repair will be billed to the offending unit.

### D. CITATIONS:

1. Each citation issued shall briefly describe the nature of the violation, date of the violation, apartment number, and name of parties involved if known.

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2170 Kamehameha Street, Honolulu, HI 96810 Phone 808/836-0011 FAX 808/830-0420

2. The Board has delegated its authority to the Site Manager or Managing Agent to issue citations. Any Board member can also issue citations. Fines can only be assessed by the managing agent and must be sent via regular mail service.

**E. PAYMENT OF FINES AND LIABILITY:**

1. Unless appealed, a fine must be paid to the Association within thirty (30) days of the citation and assessment of the fine.
2. Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents or employees. If the owner fails to pay the fine within thirty (30) days the owners account will be assessed a late fee of \$25.00 each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.
3. If fines are not paid, the matter will be referred to the Association's attorney for necessary action with all legal fees to be paid by the violator and/or unit owner pursuant to Chapter 514A, Hawaii Revised Statutes.

**F. APPEALS OF FINES:**

Any citation or fine may be appealed as provided in the following subsection:

1. Within ten (10) days of the date of a citation or fine, an owner, may appeal to the Board by mailing or delivering written notice addressed to the Board c/o the managing agent.
2. If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses and copies of any proposed exhibits. The owner may appear at a Board meeting to provide additional information or the Board may ask the owner to appear.
3. The Board may reduce, suspend or cancel any citation or fine after consideration of the appeal. The Board will mail or deliver a written decision to the owner making the appeal within thirty (30) days of their decision.

Adopted at the June 8, 2011 Regular Meeting of Spinnaker Place Townhomes

Bonnie Smith  
Secretary

06-14-11  
Date

# *Spinnaker Place Townhomes*



Date: August 28, 2012

To: Spinnaker Place Townhomes Owners

From: Board of Directors

**Re: Amended House Rule Policies (owners need to notify tenants of changes)**

At the June 2012 Regular Board Meeting of the Association the Board has voted to implement the following additions to the existing House Rules. **Please keep a copy of these documents; Owners are responsible to provide new policies to their tenants.**

1. **STORAGE CONTAINERS/PODS-** A new policy has been accepted and is in effect as of this mailing to all Owners. Please see attached PODS/STORAGE CONTAINER POLICY.
2. No cooking appliances are permitted at the pool/recreation area at any time. Registered large groups, who process a large group agreement form, may use the Association grill, as applicable.
3. Owners who do NOT respond to Association mailings to conduct business (such as proxies for annual meetings, ballots, etc) will be assessed the cost of any *additional* mailings to that Owner in order to collect their required signature.
4. **PARKING PERMIT POLICY-** The Board of Directors has approved a new PERMIT POLICY to begin after our scheduled driveway/lane seal coating of the asphalt. This PERMIT POLICY is being conducted on a "trial" basis to see how it may benefit the community while generating revenue. The full policy will be made available with appropriate "agreement forms" at the Association office once the PERMIT POLICY is able to take affect (estimated for December 2012, depending on asphalt repairs). In order to announce this upcoming new policy, we have listed some general information approved by the Board for this process:
  - a. Residents may "purchase" as parking pass/permit on a MONTHLY basis for \$100/month.
  - b. A permit agreement form must be on file for each resident using a permit (one per vehicle). Vehicle registration, safety, and insurance documents required.
  - c. Payment will be by Cashier's Check or Money Order made out to Spinnaker Place Townhomes. Owners may also pay by personal check (not tenants).
  - d. All permits, payments and processing must be conducted during the posted "Office Hours". Permits will not be processed outside of office hours or remotely.
  - e. No assigned stalls. Permit just guarantees that user will not be towed while displaying valid permit. Stalls are first come first serve. No permit vehicles may park in the pool/ office/recreation area stalls. Number of permits will be limited to 20 per month. Should a large response to permit requests happen, a lottery will be put into effect.



# Spinnaker Place Townhomes



## PODS/PORTABLE STORAGE POLICY

### Purpose

This policy establishes procedures for servicing Spinnaker Place Townhomes residents with portable storage containers for temporary moving of storage items.

A. **EXPECTATIONS:** It is expected that the storage company and the resident be aware of this policy prior to making agreements for service.

1. The site manager must be notified upon scheduling of the storage unit being delivered. Resident name, unit and contact information are required along with dates of drop off and pick up. Management will issue a printed "permit" or email a permit for resident printing. This permit must be taped to the exterior of the storage unit in order to display permission.
2. All portable storage units must fit completely within no more than two adjacent guest parking stalls. Storage units may ONLY be placed in guest parking stalls and not along any other roadway, driveways or common areas. Guest stalls surrounding the pool facility are not permitted for use.
3. Storage unit should not be left on common element property for longer than 4 days (96 hours). Typical schedule would be a Friday drop off and Monday pick up. Any special circumstances must be made with the Association Management first.
4. No heavy machinery may be used for resident loading and unloading of items. Hand dollies are okay.
5. Resident may not load or unload storage before 8am or after 10pm daily due to noise disturbance rules.

### B. **GENERAL PROVISIONS:**

1. The provisions of the "PODS/PORTABLE STORAGE POLICY" shall be applicable to all Association owners and residents
2. Copies of all written notices of violations and fines issued to tenants will be sent to the appropriate owner and/or rental agent by the Site Manager and/or managing agent if misuse of the common area for storage occurs. A fine of \$250 and immediate removal may be required for blatant disregard of this policy by residents.
3. Potential for ban of storage units allowed on site is possible should this policy not be heeded or further issues continue.
4. Because the common areas belong to the Association and not the individual owners and/or residents, and because our Governing Documents do not allow for storage or personal items of any kind to be left in the common areas, the Association can require immediate removal of any storage unit at any time should we feel it is necessary for safety or for lack of policy consideration.

Adopted at the June 13, 2012 Regular Meeting of Spinnaker Place Townhomes

  
Secretary

06-13-12  
Date

**MANAGED BY CERTIFIED HAWAII**

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