



**RULES AND REGULATIONS
(HOUSE RULES)
AMENDED SEPTEMBER 29, 2013**

Revised copy of our House Rules. Please make sure that you and your guests abide by these House Rules to maintain a peaceful community within our project.

Thank you for your cooperation in preserving Sun Rise's reputation, desirability and integrity

****Please keep a copy with your important association papers****

SUN RISE
RULES AND REGULATIONS

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HOUSE RULES

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AGREEMENT AND FORMS

Resident Information Card
Reservation Agreement- Pool Recreation Cabana
Design Request Forms
Air Conditioning
Concrete Installation, Courtyard/Lanai stepping stones
Main Entrance fire door hardware
Screen door
Tree Installation
Water Heater
Window Treatments: blinds, curtains (white only) Window Tint (transparent-smoke or gray)
Other

SUN RISE

RULES AND REGULATIONS

OF THE ASSOCIATION OF APARTMENT OWNERS

These Rules and Regulations (Rules) are designed to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments. To preserve the project's reputation and desirability. To protect and enhance its property value and assets. Ensure owners the opportunity for maximum enjoyment of his or her apartment.

All owners, residents, tenants, guests and invitees are bound by these Rules. It is each apartment owner's responsibility to ensure compliance.

These Rules may be amended by the Association of Apartment Owners of **SUN RISE** (the "Association") as provided in the Association's By-Laws.

The Board of Directors of the Association (the "Board") has full authority and responsibility for enforcing these Rules; however, the Board may delegate its responsibility to a Managing Agent.

Section I. DEFINITIONS. The following terms, whenever used in these Rules, shall have the following meanings:

1. "Agent" is any Hawaii real estate broker, salesperson, company or individual who is empowered to act on behalf of any owner and has provided the Association with evidence of the authority for an owner.
2. "Apartment Owner" or "Owner" shall mean the person or persons holding legal title to an apartment and its appurtenant common interest or a person holding an interest in an apartment as defined in Article I, Section 1(d) of the By-Laws.
3. "Common Elements" are defined in the Declaration of Condominium Property Regime of **SUN RISE** to include, among other things, the grounds, the landscaping, building and all common utility facilities.
4. "Guest" shall mean any person who has been invited onto the Project by an owner or resident.
5. "Invitee" shall mean any tradesman who is authorized to be on the property by a resident or owner to perform services. Examples of invitees are carpenters, plumbers and deliver persons.

6. "Limited Common Elements" are defined in the Declaration of Condominium Property Regime of **SUN RISE** to include those things, which are exclusively appurtenant to a single apartment such as certain parking stalls, mailboxes, courtyards and lanais.
7. "Project" shall mean **SUN RISE** condominium project and all of its apartment buildings, grounds and facilities.
8. "Project Documents" are the Declaration of Condominium Property Regime, the By-Laws, and the House Rules of **SUN RISE**, and any amendments thereto.
9. "Resident" shall mean any owner or tenant who lawfully resides in the Project.
10. "Tenant" shall mean any person lawfully occupying an apartment in the Project under an agreement (oral or written) with the Owner.
11. "Unit" shall mean a complete and independent dwelling unit, whether standing alone or attached to another dwelling unit or part of a building containing multiple dwelling units.

Section II. USE AND CONDUCT GENERALLY.

1. Use of Apartment. Occupancy shall be in compliance with Federal, State and local laws.

Garage Sale. The following provisions shall apply:

- A. Event to be held only between the hours of 8:00 AM to 3:00 PM.
 - B. Parking is restricted only to visitor stalls on the Project or outside the Project.
 - C. All items and/or business is to be conducted within your property and not in the common areas.
 - D. Signage is not permitted in the Project (per By-Laws Article V, section 3).
 - E. Resident Manager's approval is required. Request shall be submitted seven (7) days prior to the scheduled day of event.
 - F. Sales should not be regularly scheduled, to avoid disturbing other residents.
2. Conduct of Residents. Owners will be held responsible for their conduct and the conduct of their tenants, guest or invitees at all times. Owners must ensure that their behavior is in full compliance with these Rules and is neither offensive to any other owner of the Project nor damaging to any portion of the Common Elements. If the owner is unable to control their or the conduct of their guests or invitees pursuant to these Rules or other Project Documents, owner shall, upon request of the Board of Directors or Managing Agent, immediately remove themselves, their guests or invitees from the Project.

3. Condition of Apartments. Each apartment Owner will at all times keep his apartment in a clean and sanitary condition, and will abide by all laws, ordinances, these Rules and the Project Documents in maintaining his apartment. Each Apartment Owner will also ensure that they comply with any future rules imposed by the Board of Directors relating to the use, maintenance and enjoyment of the Project.
4. Floor Coverings. All second and third floor apartments shall have, except in the kitchen, bathrooms and entryway, carpeting or other noise deadening material throughout the apartment in or order to reduce noise to the apartments below. All such carpeting or material utilized shall meet the Impact Insulation Criteria (IIL) acoustic standard of 50 lab tested (45 if field tested) or better.
5. Owner's Responsibility to Remedy. Every apartment owner shall do whatever is necessary to remove or remedy anything relating to his apartment that violates these Rules or the Project Documents. Owner must bear full financial responsibility for remedying the problem and perform correction in the time frame specified by the Resident Manager or Board of Directors.
6. Use of Water Facilities. Toilets, sinks, and other water apparatus in each building shall not be use for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment.
7. Pool/Recreation area. Any Resident may use the swimming pool and recreational facilities provided. However, each Resident shall assume all risks of personal injury or property damage that may result from the use of pool or recreational areas by the Resident or the Resident's family, guests or invitees. All persons using the pool and recreational facilities do so at their own risk. Sun Rise, Inc. and the management company will not be responsible for accidents or injuries of any kind. **THERE IS NO LIFEGUARD ON DUTY.**

Note: Only registered residents of Sun Rise have the privilege of reserving the cabana area for parties.

8. Pets. No livestock, poultry or other animals whatsoever shall be allowed or kept in any part of the premises except dogs, cats and other household pets limited to a total of two (2) in number, may be kept by Residents in their respective apartments. No animals shall be allowed on any common elements except in transit and shall be carried or on a leash. No animals shall be allowed in any part of the pool/recreation area. Owners must immediately clean up any droppings left by their pets on common areas. Any pet causing a nuisance or unreasonable disturbance to any Resident while within the Project shall be promptly and permanently removed upon notice given by the Board of Directors or with

the Managing Agent. All pets must be registered immediately with the Resident Manager. If violated, Owners will be assessed an immediate \$50.00 fine.

Notwithstanding the foregoing, service animals shall be allowed in the Common Elements while on a leash or carried, provided that such animals at all times be accompanied by the handicapped Resident or Guest.

In the event said service animals cause a nuisance, the handicapped Resident shall be responsible for abating the nuisance within a ten (10) day period. In the event the handicapped Resident is unable to abate the nuisance, the handicapped Resident will be required to remove the animal from the project. The handicapped Resident will be provided with a reasonable amount of time to secure a replacement animal before he is required to remove the animal causing the nuisance.

9. Climbing, Sitting on or Leaning over from Buildings, Lanais and Courtyards. No one shall climb, sit or lean over on Courtyard fences, Balcony Lanai railings or any common areas which may cause structural damage or bodily harm. If violated, Owners will be assessed an immediate \$50.00 fine plus cost of any damages.
10. Sweeping or Throwing Objects from Buildings, Lanais and Courtyards. Nothing shall be thrown from windows, lanais or courtyards onto common areas, limited common areas or other apartments.
11. Dusting, Shaking, or Hanging Objects from Windows, Lanais and Courtyards. No rugs or other objects shall be dusted, shaken, or hung from windows of any apartment or cleaned by beating or sweeping on the premises.
12. Fireworks. Strictly prohibited on any part of the Project.
13. Holiday Decorations. Decorations for the Thanksgiving through the January 1st New Year's Day holiday may be displayed continuously during said period but must be removed no later than one week after the holiday.

Decorations for all other holidays may be displayed no sooner than two weeks before the holiday but must be removed no later than one week after the holiday.

14. Waterbeds. Waterbeds are not allowed in any units or Jacuzzis on any patios.

Section III. COMMON ELEMENTS:

1. Entrances. No more than two (2) pairs of footwear and no fixtures shall be allowed at front entrances of apartments. No deliveries of any kind shall be allowed to remain in view at front entrances of apartments.

2. Personal Property. No personal property shall be left or allowed to stand in the Common Elements. Articles left in any of the common or Limited Common Elements will be removed at the Owner's risk and expense at the direction of the Board of Directors. Delivered bottled water (full/empty) may remain within the entranceway, but not to exceed one day.
3. Signs. No Resident shall erect, affix or place any signs on any of the common or Limited Common Elements visible from any apartment except in accordance with the Project Documents or with written permission from the Board of Directors.

Exceptions:

- A. Signs relating to health and safety are permitted.
- B. Signs as may be required by legal proceedings;
- C. Not more than one "For Sale" sign having a maximum face area of three (3) square feet, such sign to refer only to the Unit on which it is situated.
Such sign will be permitted to be posted only on the street front on public property.

4. Sidewalks and Driveways. The sidewalks and driveways must remain clear at all times and shall not be used for any other purpose other than ingress and egress.

No motorized vehicles permitted on sidewalks.

5. 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 or container properly secured at the top. Owners or Residents 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 and all cardboard boxes must be flattened before being discarded. Bulky or hazardous items such as, but not limited to, used batteries, paints, tires, screen doors, washers, dryers, refrigerators, mattresses, old furniture or shipment pallets shall not be placed within the trash receptacle enclosures, trash bins or on any part of the Project. Residents are solely responsible for the removal of their bulky items from Sun Rise property. If violated, Owners will be assessed an immediate \$50.00 fine plus cost to remove said bulky item.
6. Furniture. Furniture placed in common areas is for use in those specific areas and must not be removed from their respective locations. Resident renting cabana is responsible for the inventory.
7. Moving. Moving is permitted only between the hours of 8:00 AM and 8:00 PM. Advance notice must be given to the Resident Manager when household goods or large items of furniture are to be moved so that the common areas can be inspected prior to moving. The movers or the Resident is required to install protection materials in the common or Limited Common Elements (stairways, handrails, etc.).

8. Shopping Carts. Abandoned shopping carts constitute a nuisance, create potential hazards to the health and safety of the public and interfere with pedestrian and vehicular traffic. Owners will be assessed an immediate \$50.00 fine if any shopping cart is brought onto Sun Rise property.
9. Car Washing. Resident washing of their automobile or motorcycle must not impede or prevent ready access to any entrance or exit by pedestrian or vehicular traffic. A watering can or bucket or a hand-held hose fitted with a trigger type shutoff nozzle must be used at all times. If violated, Owners will be assessed an immediate \$50.00 fine.
10. Smoking. Smoking of any kind (including, without limitation, cigarettes, cigars or pipes) is prohibited in all common areas (including inside the building and stairwells, the Cabana which includes the pool, kitchen, grill, restroom or recreational area, parking areas, pathways and other outdoor common areas). Cigarette butts must be disposed of inside the unit and may not be disposed of or discarded from a courtyard or balcony into the common areas. The fine for smoking and/or disposing of cigarettes, etc. from courtyards or balcony or any common areas shall be assessed an immediate \$50.00 fine plus cost for any damages.
11. Alcohol. No consumption of alcoholic beverages shall be permitted in the common areas including the parking area, pool, etc. If violated, Owners will be assessed an immediate \$50.00 fine.

Section IV. RECREATION AREA AND POOL RULES:

1. Safety: THERE IS NO LIFEGUARD AT THE POOL. All pool users must possess swimming skills, or be in the care of someone who does. Use pool area at your own risk. Tampering with pool safety equipment is prohibited.

No one is permitted in the swimming pool unless they are a competent swimmer or accompanied by a competent swimmer.

Persons using the pool facilities shall not allow others to enter, except immediate family and guests of scheduled parties. The gate shall remain closed at all times. No propping or blocking the gate open.
2. Hours. Pool hours are 9:00 am to 9:00 pm., Sunday through Saturday.
3. Admittance. Admission will be refused to anyone with skin abrasions, colds, coughs, inflamed eye infections, or wearing bandages. Violation will result in loss of pool access.

4. Guest Limitations. Each residential unit shall not have more than five (5) guests at any time in or about the pool and recreation areas, with the exception when rental of cabana is in effect, without prior written permission and consent of the Association or its Resident Manager. Guests must be accompanied by the Resident at all times. The host is responsible for cleaning up and disposing of all trash, food stuffs and drinks properly after all functions. **PLEASE REMOVE YOUR TRASH AND DISPOSE IN THE OUTSIDE DUMPSTERS.**
5. Attire. Swimming attire must be worn by all persons using the pool. Nude swimming or sunbathing is prohibited. All persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing to be allowed in the pool.
6. Noise. No unnecessarily loud noise, screaming or yelling will be tolerated at the pool/recreation area. Music of any kind or source is not permitted, except for audio devices with earphones. The host is responsible for the conduct of all his/her guests.
7. Food and Beverages. Glassware of any type is forbidden in the pool and recreation area. Food permitted only within the cabana area.
8. Sanitation. Spitting and blowing of the nose or discharge of any body fluids is prohibited in the pool. Also, eating, drinking, or smoking while in the pool is prohibited.
9. Conduct. Running, ball-playing, rough playing, carrying someone on your shoulders and conduct not conducive to safety, are prohibited in and around the pool area.

Diving, jumping or sliding down the pool handrails into the pool is prohibited.

No tossing of foreign objects into the pool.
10. Permitted Items. Swim goggles, masks and snorkels are permitted. Flotation devices such as floats, water wings or float rings, necessary for a person's safety, are permissible.
11. Prohibited Items. Play balls, surfboards, boogie boards, inflatable mats, inner tubes, swim fins, toys, or footwear of any kind or type are not permitted in the pool.
12. Pets. No pets allowed within the pool area. Notwithstanding the foregoing, service animals shall be allowed in the Common Elements while on a leash or carried, provided that such animal shall be accompanied at all times by the handicapped resident.

13. All persons use the pool facilities at their own risk in conformance with all rules and regulations. Any person may be barred from the pool or pool area at the discretion of the management for violation of these rules and regulations, or for any reason which, in the judgment constitutes a hazard to others, the management, any Sunrise employee, or any member of the Sunrise Board of Directors.

Section V. LANAIS AND COURTYARDS:

1. General Appearance. All apartment Owners or Residents shall make every effort to prevent their lanais and courtyards from becoming "unsightly". "Unsightliness" shall include, but shall not be limited to: trash containers or litter, broken, scarred, non-patio furniture; unkempt grass and plants; non-decorative materials, storage of equipment, boxes, ladders and unshielded lights. All new vegetation, shall be planted at least twelve inch (12") from the courtyard fence, building or walls to prevent damage to buildings and fence areas and maintained as to be off and not overhanging the courtyard fence. The Board of Directors shall use reasonable discretion in determining what is "unsightly". A Design Request must be submitted for all tree installations.
2. Household Items, Laundry, etc. Laundry, brooms, garbage cans, mops, towels, boxes, etc. shall not be stored or placed on lanais and courtyards so as to be in view from outside the building or other apartments.
3. Maintenance and Repair. Owners are responsible for maintaining their lanais and courtyards in a clean and neat manner. Owners are also responsible for the maintenance of their lanai floor covering and any substructure water damage related to the installation of the lanai floor covering. The Association shall be responsible for painting and repairing the structure of the lanai and the fences surrounding the courtyards attributed to normal wear and tear.
4. Barbecuing. No fires, open flames, hibachis or grills of any kind whatsoever shall be permitted on the common areas. Gas grills are permitted in the lanais and courtyards provided fire extinguishers are readily available, and provided that adequate provisions are made to control smoke and flames so as not to cause hazard or annoyance to other residents. If violated, Owners will be assessed an immediate \$50.00 fine.
5. Signs. Apartment owners shall not place any signs on their lanais or inside their courtyards that are visible from any other apartment or from the common areas except as stated in Section III.3 of these Rules.

Section VI. PARKING STALLS.

1. Parking Exclusively Within Stalls. Each apartment has at least one (1) parking stall within the Project or in the parking garage for its exclusive use. Residents must not use unassigned numbered parking or visitor parking stalls and may not park cars on any roadways in the Project and on any ramps or entrances to the parking garage. Sidewalks and ramps must remain clear at all times. If violated, owners will be assessed an immediate \$50.00 fine.

2. Usage. Parking stalls are for parking motorized vehicles only and may **not** be used for storage. Vehicles must be in operational condition and readily mobile for access. Boats, jet skis, and/or trailers are not permitted. Parked vehicles shall not extend beyond the boundaries of one parking stall or touching the boundaries of the parking stall lines.

No personal items, such as lumber, furniture, shelves, racks, car seats, strollers, bikes, batteries, tires, boxes or miscellaneous items shall be permitted to be stored in or adjacent to parking stalls, except in the storage closet.

3. Stall Maintenance. The maintenance and cleanliness of the parking stalls including removal of any grease/oil build-up is the Owner's responsibility. Each Resident shall keep his parking stall clean of oil/grease to prevent surface damage.

The Association shall be responsible for repairing and maintaining the exterior of parking stalls and the parking garage.

4. Repairs. Minor automotive repairs must be completed in six (6) hours.
5. Loading and Unloading. Vehicles may not be parked or left unattended along any red curb areas. Only vehicles with their 4-way flashers on which are actively loading or unloading may utilize these areas. Vehicles loading or unloading must be moved immediately upon completion or if said vehicle is blocking a resident's stall and the Resident needs to get out of his parking stall.
6. Workmen and Deliveries. When workmen are performing work on an apartment or if any Resident orders deliveries of any kind, the Resident shall advise them to use the visitor parking stalls or shall allow him to use his or her parking stall. If a delivery is being made, the red curb areas may be used, as provided for pursuant to these rules.
7. Guest Parking. It is the responsibility of the Owners to inform their guests to use the visitor parking stalls and not to park in the roadways or in any assigned stall. NOTE:

Residents are prohibited from parking in the visitor stalls, except for times of maintenance activities in the project.

8. Violations. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a guest or an invitee of the Owner, the Owner or vehicle owner shall be responsible for all towing expenses. The Board of Directors has authority pursuant to the Project Documents to promulgate additional rules and penalties if parking violations become a problem.
9. Prohibited Activities. No recreational activities will be permitted in the parking areas.

Section VII. NOISE AND NUISANCES.

1. Nuisances Generally. Any use of an apartment or behavior of a Resident that deprives other Residents from the peaceful possession and enjoyment of their apartment are considered a nuisance and shall not be permitted. The Board of Directors and Resident Manager have the discretion to determine if any use of an apartment or any behavior of a resident is a nuisance or an annoyance to others. The Board of Directors may then direct the Managing Agent to notify the offending Owner or Resident to cease such nuisance or annoyance.
2. Noise. All Residents shall avoid excessive or disturbing noise of any kind at any time. Stereos, radios and televisions should be played at reduced volume before 8:00 am. and after 10:00 p.m. Any noise from parties or people leaving the Project at night must be kept to a minimum. If violated, Owners will be assessed an immediate \$50.00 fine. Excessive noise at any time should be reported to the Honolulu Police department.
3. Front Doors. Residents shall ensure that front doors do not slam due to the wind.
4. Air Conditioning Units. Residents shall refrain from running any noisy or leaking air conditioning unit until repaired or replaced.
5. Smoking. Smoking of any kind (including, without limitation, cigarettes, cigars or pipes) is prohibited in all common areas (including inside the building and stairwells, the Cabana which includes the pool, kitchen, grill, restroom or recreational area, parking areas, pathways and other outdoor common areas). Cigarette butts must be disposed of inside the unit and may not be disposed of or discarded from a courtyard or balcony

into the common areas. The fine for smoking and/or disposing of cigarettes, etc. from courtyard or balcony or any common areas shall be assessed an immediate \$50.00 fine plus cost for any damages.

Section VIII. BUILDING MODIFICATIONS.

1. No structural changes of any type shall be permitted either within the interior or exterior of an apartment without prior written approval and consent of the Board of Directors. Architectural plans must be submitted from an architect or structural engineer licensed to do business in the State of Hawaii.
2. Main entrance fire door acceptable hardware color: Chrome, Silver and Aluminum only.
3. No signs, signals or lettering shall be inscribed or exposed on any part of any building without prior written approval by the Board of Directors.
4. No projections shall extend through any door or window opening beyond the exterior face of the building without the Board of Director's written approval.
5. Draperies, blinds or shutters visible from the exterior of any unit must be white or off-white.
6. Window tinting must be approved in writing by the Board of Directors.
7. Every Apartment Owner is responsible for promptly performing all repairs, maintenance or alteration work within his apartment which adversely affects any Common Element or any other apartment, and shall be responsible for all losses and damages caused by his failure to do so.
8. All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such apartment shall be at the Apartment owner's expense.
9. Residents shall not, without the written approval of the Board of Directors, install any wiring for electrical, telephone, machines, air conditioning units, other equipment

fixtures, appliances and appurtenances, protruding through the walls, windows or roof to the exterior of the property.

10. Nothing shall be allowed, done or kept in any apartment or Common Element which will overload or impair the floors, walls, ceiling or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board of directors, nor shall any noxious or offensive activity or nuisance be made or suffered on the Project.
11. No awnings or other projections shall be attached to the outside walls of any building or the exterior portion of any door without the prior written consent of the Board of directors.
12. No addition, alteration or improvement shall be made that has the effect of permanently enclosing all or any portion of the lanai of any apartment, including, but not limited to, any sliding glass window, panel(s) or doors, or any other device that is permanently supported in place by a frame that is anchored or affixed to the ceiling, wall, beam, post, floor or railing of the lanai that has the effect of totally or partially enclosing the lanai.
13. Except as may be allowed by FCC regulations, no private outdoor radio, television or other antenna will be erected or installed on the exterior of any building or anywhere on the premises without the prior written consent of the Board of Directors.
14. No alterations, additions to apartments, which are visible from the exterior of the apartments, are permitted. Alterations to the Common Elements or Limited Common Elements may not be made without the prior written approval of the Board of Directors. Contact the Resident Manager for information and specific design request forms.
15. No new plantings, trees, hanging plants or objects shall be placed in the fenced yard or balcony areas, which may damage the Common Elements of the Project; or nor shall any plants and trees touch the fence, building or walls; nor shall any plants and trees be planted within the termite barrier twelve inches (12" around and adjacent to building); nor shall any plantings and trees interfere with the use and enjoyment of the Project by any other Resident. The Board of Directors has the discretion to request an owner to modify or remove any landscaping within the fenced yard or balcony areas should the Board determine that it may or has caused damage or affects the structural soundness

of the fence or the building. A Design Request must be submitted for all tree installations.

Note: None of the above provisions are intended to be in contravention of the State or Federal Fair Housing Act. The Board of Directors will at times comply with the provisions of the Fair housing Act when acting upon requests by handicapped persons to make reasonable modifications to the common areas to allow full enjoyment of the Project. The cost of such alterations shall be borne by the requesting Resident. The Board of directors shall also comply with the Fair Housing Act when upon requests by handicapped persons for exemptions from any of the provisions of the Project documents which may interfere with said handicapped persons; equal opportunity to use or enjoy their apartments and the Common Elements of the Project.

Section IX. INSPECTIONS.

The Board of Directors may institute regular inspections of the Common Elements and Limited Common Elements to ensure compliance with these Rules.

Section X. EMPLOYEES OF THE ASSOCIATION.

The maintenance employees will use every effort to maintain the project grounds effectively. However, these employees are not available on a 24-hour daily basis. Therefore, it is every Resident's responsibility to abate unsightliness on the Project to the fullest practicable extent.

1. Maintenance employees of the Association are under the sole direction of the Resident Manager and during their working hours they shall not be diverted to the private business (such as lockouts) or employment of any Resident. No employee shall be asked by a Resident to leave the common Elements for any reason.
2. Cleaning of individually owned apartments, including all windows, is a responsibility of the respective Residents.

Section XI. HAZARDS.

1. The roadways, parking garage and Common Elements not intended for recreational use shall not be used for recreational activities of any kind which include but not

limited to skateboarding, bicycle riding, scooters, rollerblading and ball playing. The Resident shall assume all risks of personal injury or property damage that may result from the inappropriate use of the roadways, parking garage and Common elements by the Resident or the Resident's family, guests or invitees. After an initial warning, if violated, the Resident will be assessed an immediate \$50.00 fine.

2. Unless the Board of Directors gives advance written consent in each and every instance, Residents shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
3. No activity shall be engaged in and no substance introduced into or manufactured within any building which might result in violation of the law.
4. No activity shall be engaged in and no substance introduced into or manufactured within any building which might result in the cancellation of insurance or increase in the insurance rate on the buildings on the premises.
5. The speed limit within the Project is 5 MPH and is enforced by the Resident Manager, Managing Agent and the Board of Directors.

Section XII. GENERAL RULES AND REGULATIONS.

1. No solicitation or canvassing will be allowed in any building or on the common areas at any time.
2. The Managing Agent or Resident Manager will not give access to apartments or buildings.
3. Residents shall file their name, address and phone number, emergency contact, vehicle information, and signature with the Managing Agent or Resident Manager upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent or Resident Manager with such other reasonable information as shall be requested from time to time. If violated, Owners will be assessed an immediate \$50.00 fine.

4. Absent Owner. Owners shall be responsible for designating a local agent to represent their interest if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Sun Rise Managing Agent their out-of-town address and telephone number and the address and telephone number of their agent.

An absent owner, at his expense, shall have an agent, friend or domestic employee conduct periodic inspections of his closed apartment and assume responsibility for the contents of the apartment.

5. Workmen on the Property. No workmen will be allowed on the premises before 8:00 am or after 8:00 p.m., except in an emergency.

Section XIII. VIOLATIONS OF THESE RULES.

1. Reporting Violations and Damages.
All corrective actions regarding violations of the Rules and damages to the common Elements or common areas will be enforced by the Board of Directors and shall be reported promptly to the Resident Manager or Managing Agent.
2. Owners shall be responsible for paying any expenses incurred due to violations of these Rules, including applicable attorneys' fees.
3. Damages to common Elements or common areas shall be surveyed by the Resident Manager or Managing Agent. The cost of repair or replacement and legal fees incurred will be assessed by the Board of Directors against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.
4. House Rule Violations Notification, Fines, Appeal procedures, Etc.
 - A. House Rule Violations Notification Procedures are as follows:
 - a. Verbal notification to the Owner by the Resident Manager or Managing Agent with a written "letter of recall" on file.
 - b. Written warning will be given to the Apartment Owner and Tenant, by the Resident Manager or Managing Agent for noncompliance to verbal notification.

- c. Failure to comply with details of written warning will result in referral to the Association's legal counsel for necessary action with all legal fees to be paid by the violator and/or Apartment Owner pursuant to Section 514A-94, Hawaii Revised Statutes, as applicable.

B. Fines Enforcement Policy.

Sun Rise, Association of Apartment Owners schedule of fines for any violation of the Association's Declaration, By-Laws or House Rules. These fines shall be imposed against the Owner for any violation by the Owner(s), their tenant(s), family member(s), guest(s), agent(s), or employee(s).

a. Amount of Fines.

- i. First Offense. A written citation sent to Owner and copy given to Resident.
- ii. Second Offense. A written citation sent to the Owner with a \$60.00 fine assessed to their account and a copy given to Resident.
- iii. Third Offense. A written citation sent to Owner with a \$120.00 fine assessed to their account and a copy given to Resident.
- iv. Fourth and Subsequent Offenses. If after the issuance of Third offense problem persist, the matter shall be referred to the Association Attorney for action. All Costs for enforcement, legal or otherwise, shall be the responsibility of the Owner to pay.

- b. All corrective action shall be completed within ten (10) working days.

- c. Citations. Each letter or citation issued shall briefly describe the nature of the violation.

- d. Payments of Fines and Liability. Fine must be paid to the Association within thirty (30) days.

- e. Appeal of Fines. Any citation or fine may be appealed as follows:

- i. Within ten (10) working days of the verbal notification, letter or citation date. The Owner, tenant or other offender may appeal to the Board of

directors by mailing or delivering written notice of appeal to the Board of Directors.

- ii. If an appeal is made to the Board of Directors, 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 appeal hearing will be heard at the following scheduled Board of Directors meeting. At which time the Owner or a representative of the Owner may appear at a Board meeting to appeal the case.
- iii. The Board will review the appeal at the next scheduled Board meeting and the Owner will be notified of their decision.

5. The Violation of Any House Rules Adopted by the Association of Apartment Owners Shall Give the Board of Directors or Its Agents Right To:

ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING APARTMENT OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN, IN VIOLATION OF THESE RULES AND REGULATIONS, THE BY-LAWS OR THE DECLARATION OF CONDOMINIUM PROPERTY REGIME; AND THE BOARD OF DIRECTORS SHALL NOT THEREBY BE GUILTY OF ANY PREPASS; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, THE BOARD OF DIRECTORS SHALL HAVE SUCH RIGHT OF ENTRY ONLY IN THE INSTANCE WHERE SUCH VIOLATION OR BREACH CONSTITUTES AN IMMEDIATE, SUBSTANTIAL AND UNDENIABLE THREAT TO LIFE, LIMB OR PROPERTY OF ANY APARTMENT OWNER, MEMBER OF HIS FAMILY, TENANT, GUEST, LICENSEE OR INVITEE; OR TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.

SUN RISE AOA

Policy
On
Loaning and Use of Equipment

To provide protection of liability claims against the Association and to meet insurance requirements, the use or loaning of Association equipment/tools is hereby prohibited.

- Residents are not allowed to borrow or use Association equipment/tools.
- Employees are not allowed to borrow or use Association equipment/tools for their personal and private business use.
- Employees shall not use equipment or assist residents to gain entry into their unit.

Any questions from residents concerning this matter shall be referred to the Resident Manager.

SUN RISE AOA

Policy on Parking

1. Parking stalls are assigned to specific units for their exclusive use. Residents must not use any other parking stall, visitors stall, roadway or parking garage entrance or ramp.
2. Parking stalls are for parking of vehicles only. All four tires of a vehicle must be within or on the concrete pad of the parking stall or vehicle is subject to be towed.
3. Maintenance and cleanliness of the parking stall are the owner's responsibility. The Association is responsible for repairing and maintaining the exterior of the parking stalls and parking garage only.
4. Use of visitor parking stalls is **STRICTLY PROHIBITED TO RESIDENT OF SUNRISE.** Violators are subject to tow at their expense.
5. Vehicles parked at designated "No Parking" areas are subject to immediate tow.
6. No overnight parking will be permitted in guest stalls without an overnight pass issued by the Resident Manager. Overnight parking passes will be issued only during normal office hours or with prior arrangements. The Association has contracted a towing company for roving tows between the hours of 2:00 a.m. and 6:00 a.m. Cars without the overnight parking pass will be towed.

For the hours from 6:00 a.m. to 2:00 a.m. random patrols will be conducted for vehicles in violation of the Association's parking regulations. Vehicles found in violation thereof will be towed at the owners expense.

7. If the violator is a guest of a resident, the apartment or vehicle owner shall be responsible for all towing expenses.
8. The Resident Manager is authorized to have cars towed away or removed, at the owner's expense. Any vehicle parked, located or used in violation of the parking policy shall not be subject to any claim for liability or damage in the exercise of such authority. Residents are responsible to have vehicles towed from their own parking stalls.

SUN RISE AOA

**Policy
On
Vehicle Towing**

A written agreement to authorize to tow illegally parked vehicles on the premises of Sun Rise shall be in accordance with Section 290-11 of the Hawaii Revised Statutes.

Random towing will be done daily on a 24-hour basis at the discretion of the towing company.

- **Tow Away Areas**

All designated red zone areas, tow away zones, no parking areas, fronting trash bins, fire hydrants, driveways, gates, behind any parking stall (double parking), and in visitor's stalls from 2 AM to 6 AM without an overnight parking permit. Exceptions will be only for delivery vehicles, moving vans, active loading/unloading with 4-way flashers on and car washing with the person present.

- **Visitor's stalls**

An overnight visitor's parking permit may be obtained from the Manager's office between the hours of 8 AM – 4 PM Monday – Friday; 8 AM – 12 Noon on Saturday; except holidays.

If the manager is out of the office or you are unable to come to the office, call and leave a message with the following information:

Name of Resident
Unit number
Date requested (Passes limited to only 3 days)
Call back number

Passes valid only up to the noted expiration date and time period noted.

The overnight pass will be processed and left on door of the office to be picked up by the resident. **Request or passes after office hours for an overnight parking pass will not be honored.**

Passes shall be hung in plain view from the rear view mirror. Any passes altered or duplicated in any way, shape or form, obstructed and not in plain view hanging from the rear view mirror will be not be honored and vehicle subject to be towed.

- **State statutes regulate towing fees:** All associated charges will be the vehicle owner's responsibility. There shall be no fees chargeable or claims to the Sun Rise AOA.
- **Drop charges:** Payment must be made in cash only. Vehicles will be dropped only on Sun Rise property, once the vehicle is out on the street, the tow truck (per City and County regulations) is not allowed to stop. Drop charges are the vehicle owner's responsibility.
- **Private Stall(s)**

Resident's may call the towing company to have an illegally parked vehicle towed from their private stall. **DO NOT CALL THE RESIDENT MANAGER.** The person authorizing the tow must be present with a valid picture ID and awaiting for the tow truck at the designated location. If the person authorizing the tow is not at the designated location when the tow truck arrives, the truck will leave and not tow the vehicle away. The person authorizing the tow is required to sign the invoice of authorization. Before responding, they need the following information at the time of the call:

- Name.
- Address and unit number.
- Call back number of the caller. Will not respond if call back number is incorrect or there is no answer.
- Exact Location (i.e. stall number, parking level, etc.)
- Description of the vehicle (license number, make, model, color, and number of doors).

Any disputes (for whatever reason) or damages arising between the owner/tenant of the stall and the owner of the vehicle will be between the parties, **not** the Sun Rise AOA.

SUN RISE AOA

BULLETIN BOARD

All official notices by the Sun Rise Board of Directors, Management, or Ewa by Gentry dealing with Association business shall be posted on the bulletin boards. Official Notices will be posted for a period thirty (30) days or until its usefulness has passed.

Other notices may be posted for two (2) week periods on a space available basis and subject to Resident Manager's approval is:

- Units for Rent
- Parking Stalls for Rent
- Garage Sales
- Personal Services

All other notices will not be permitted.

SUN RISE AOA

Design Request Procedures

The purpose of this policy is to maintain the standards and plan development of the Ewa By Gentry and the Association of Apartment Owners of Sun Rise.

Structural changes of any types shall not be permitted either within the interior or exterior of an apartment. A "Design Request" with the appropriate plans and/or specifications shall be submitted for any improvement, alteration, repair or other work. The Design Committee or designee and the Owner are bound to the following criteria.

1. The Design Committee or designee shall either approve or disapprove after submission of plans and/or specification, in writing, to the Owner. Any disapproval shall also set forth the reasons for disapproval.
2. If disapproved, the Owner may correct or modify the same to account for the reasons given for disapproval and resubmit the plans and/or specifications.
3. Approval of plans and specification shall be effective for a period of one (1) year and may be revoked if the work pursuant to such plans has not commenced within said one (1) year period. The Design committee or designate shall give written notice to the Owner of revocation of approval, stating the reasons therefore, and revocation of approval shall be effective upon the giving of such notice.
4. Upon completion of the project, the Owner shall give written notice thereof. Within 30 days after such notice an inspection for compliance as per plans and/or specifications will be conducted.
5. If the Design Committee or designee finds that work is not in compliance with the approved plans and/or specifications, the Design Committee or designee shall notify the Owner of such noncompliance and require the Owner to remedy the same within sixty (60) days after such notice is given. If the Owner fails to remedy such non compliance within said sixty (60) day period, the Association may take any and all steps required to remedy the non compliance or to restore the property to its pre-existing condition and may assess the Owner for all costs and expenses incurred in connection therewith.

The Design Committee nor any member thereof shall be liable to the Association, to any Owner or to any other person for any loss, damage or prejudice suffered or alleged to be suffered as a result of any Design Committee or designee action or inaction, provided that the members of the Design Committee or designee have acted in accordance with House Rules & Declaration of Condominium Property Regime of Sun Rise.

Water Damage Procedure:

1. The Apartment Owner/Resident must promptly notify the Resident Manager or the Management Company of any water intrusion or leakage problem. The initial notification may be oral, but it must be followed up by written notice with five (5) days thereafter.
2. The Resident Manager or the Management Company, as soon as reasonably practical, upon receipt of such notice, will:
 - A. Take reasonable action to locate and secure the source of water leakage;
 - B. Inspect the unit(s) involved and write up a report. Copies of the report shall be provided to the apartment owner(s) and the Managing Agent.
 - C. Advise the apartment owner(s) to notify his or her insurance agent.
 - D. If the water damage resulted from a defect in an area other than a common element or from a defect in the common element which the Association was not aware of, or should not have been aware of, the Association has no responsibility.
 - E. If:
 - i. The water damage is not caused by a defect in a common element which the Association either was, or should have been aware,
 - ii. But there is coverage under the Association's insurance policy, and
 - iii. The apartment owner wishes to take advantage of such coverage,

The apartment owner will be responsible for paying the deductible amount on the Association's policy.

- F. If the water damage resulted from a defect in a common element of which the Association was aware, or should have been aware and is covered under the Association's insurance policy, the Association will pay the deductible.
- G. If the water damage resulted from a defect in a common element of which the Association was aware, or should have been aware, but is not covered by the Association's insurance policy, the Association will address each such claim on its individual merits.
- H. All other claims should be a matter between apartment owners and their respective insurance companies.

Water Shut Off: If owner need to work on their unit the plumber need to shut off their own shut off valve. Resident Manager is not responsible for shutting off valves for the individual units.

Association Name: Sun Rise
Board of Director's Policy

**WATER INTRUSION, DAMAGE CLAIM POLICY
& PAYMENT OF INSURANCE DEDUCTIBLE**

Date Approved: _____

Purpose:

The policy establishes the responsibility for water leaks and for payment of any insurance deductible between owners and the association.

Background:

Owners have a responsibility to maintain their apartments in good condition and to immediately report any water intrusion into their unit. The Association representatives strive to do their best in maintaining the common elements in good repair but some areas are not accessible unless notice is given to the residents. This means that owners/residents need to be proactive and immediately report any damage or repairs needed to the common element.

The Association, as a common expense, provides for many types of insurance coverage. Of particular importance is the policy used nearly 99% of the time for any claims arising from damage on the property, the property insurance. This deductible is set at \$15,000 per claim.

Your Board has been concerned for some time over water damage incidents. In order to assist owners in taking proper action when water damage occurs, the Board has prescribed the following water damage policy. Please be advised that damage to personal property is not covered under our policy. Owners/Residents should include all personal items under their own personal property insurance.

SUN RISE AOA
HARASSMENT OF AND/OR INTERFERENCE WITH EMPLOYEES

The purpose of this policy is to state what the Board considers proper conduct toward Association employees by owners, tenants, guests, and visitors, what conduct is prohibited, and what steps are to be followed in dealing with same. The owner of the unit is ultimately responsible for the actions and any costs incurred in enforcing this policy.

The Association's employees should be treated with dignity, respect and courtesy. The Association does not tolerate harassment or interference with the employees as they go about the performance of their duties. If an employee appears to be derelict in his or her duties, the appropriate procedure is not to confront the employee but rather to inform the Resident Manager, or Property Manager or if necessary the President of the Board of Directors.

Harassment used herein means any physical abuse or assault or the threat of such assault with the apparent intent and means to carry out the threat. When any such act of harassment occurs, the police will promptly be called. Regardless of what action the police may take, the Resident Manager or Property Manager will issue a violation notice. The Association's attorney will then send a letter to the offender with a notice that any such future conduct may result in the Association pursuing legal remedies.

Interference with official duties means any conduct that unreasonably detracts or obstructs an employee in the proper performance of his or her duties. This includes stalking or following an employee in a threatening manner, verbally abusing an employee with derogatory language, or any conduct or verbiage that unreasonably impedes, inhibits, obstructs, criticizes, or interferes with an employee's ability to properly perform the employee's assigned duties as directed by his or her immediate supervisor or by the Board of Directors. When any act constituting interference with official duties occurs, a violation notice will be issued. The Association attorney will then send a letter to the offender with a notice to refrain from such conduct and/or the Association may pursue legal remedies to alleviate the problem.

[illegible]

Signature: _____

Date:

Notes:

RESERVATION AGREEMENT SUN RISE AOA POOL RECREATION CABANA

A reservation for use of the pool cabana needs to be made either by phone or in person at the Manager office Monday thru Friday between 8:00 a.m. till 5:00 p.m. A reservation is a first come first serve with a deposit of the required dollar amount and a signed reservation agreement form deposited at the Manager's Office.

There is a user fee of **\$100.00** and a required deposit of **\$75.00** two (2) checks will be made payable to Sun Rise AOA. The deposit will be returned after an inspection is determined that all areas of the cabana have been cleaned and all trash has been thrown away, and replace new trash bag. If you are a homeowner personal checks are accepted. For tenants/renters only money order or a cashier's check is accepted. We do not accept cash for any reason.

The **MAXIMUM** number of persons including children allowed at any function is thirty (30).

The entrance gate to the pool/recreation area must remain closed and locked at all times and shall not be blocked in any manner.

DECORATIONS must be confined to the **CABANA** area only. **NO DECORATIONS** of any kind can be hung at the entrance gate or in any other area of the pool/recreation area.

The **HOST** is responsible for the conduct of the guest as well as insuring that all guests park only in the designated **VISITOR PARKING STALLS** as parking in any other area may result in a vehicle being towed at the **DRIVER/OWNER EXPENSE**.

At least one adult member of the unit renting the Cabana **MUST** remain with their guests at the recreation area for the duration of their guests stay at the facility. Should the Host's guests be left un-attended, and a House Rule/Reservation Agreement infraction, or infractions occur, the Host will be held responsible for the infractions, and will receive written citations for each separate violation.

The Managing Agent, AOA Sun Rise and the Sun Rise Staff assume no liability for any loss that may occur for any reason whatsoever while the cabana recreation area is being used/occupied.

Sun Rise residents cannot be denied access to the pool area during the function. The furthest left operational gas grill and the three tables with chairs not located under the cabana roof are designated for use by any other Sun Rise residents during any reservation at the pool cabana.

All Sun Rise pool rules will be strictly adhered to.

The Host is responsible for cleaning up and disposing of all trash, food stuffs, and drinks properly after all functions. **PLEASE REMOVE YOUR TRASH AND DISPOSE IN THE OUTSIDE DUMPSTERS.**

I have READ and UNDERSTAND this agreement and the Pool/Recreation area House Rules and further understand that my failure to comply could result in the loss of all or part of my deposit and in my being denied future reservation for the cabana recreational area.

NAME: _____ BLDG. # _____

RESERVATION DATE: _____ HOW MANY GUEST: _____

SIGNATURE: _____ DATE: _____

FOR OFFICE USE ONLY

The above party renting the Recreational facility/pool has received the House Rules and Reservation Agreement, and has read, understood and agreed to comply with them.

Resident/Office Manager: _____ Date: _____



Date Received: _____

APPLICATION FOR DESIGN MODIFICATION APPROVAL

Name _____ ☐ Owner ☐ Managing Agent

Property Address _____ Unit # _____

Mailing Address (*if not same as above*) _____

Contact Nos. Home _____ Work _____ Cell/Other _____

General Contractor Name _____ Phone _____

Business Address _____ Business License # _____ Exp. Date _____

Check appropriate item/items for which you are making an application, submit illustrations/plans and material information to be used.

Modifications:

- | | |
|--|--|
| <input type="checkbox"/> Air Conditioning window mounted only
(surrounded with wood or clear plexiglass)* | <input type="checkbox"/> Tree installation |
| <input type="checkbox"/> Concrete installation** | <input type="checkbox"/> Water Heater |
| <input type="checkbox"/> Courtyard/Lanai stepping stones
(illustration layout, color, dimension) | <input type="checkbox"/> Window Treatments: blinds, curtains (white only) |
| <input type="checkbox"/> Main entrance fire door hardware
(color – chrome, silver or aluminum only) | <input type="checkbox"/> Window Tint (<i>transparent</i> - smoke or gray) |
| <input type="checkbox"/> Screen door (white, black/silver handle) | <input type="checkbox"/> Other (describe below) |

Following are prohibited:

No wood floors Second and Third floors. (Sound suppressant requirements).

No Plumbing or Electrical changes of installation constructed with building.

No Split System Air Conditioning (requires holes drilled in common element wall, for external air ducting, plumbing and electrical connections).

* Exterior portion and all mounts must be painted to match exterior of the building. (Contact Resident Manager for paint)

** The area under the concrete slab must be termite treated, written warranty received by Resident Manager prior to installation.

Submit completed application with any and all diagrams, additional information or documents by:

Mail: Sun Rise AOA, Attn: Board of Directors, 91-299 Hanapouli Circle, #1A, Ewa Beach, Hawaii 96706

Fax: #683-0162

Hand Delivery: Drop form off at Resident Manager's Office during working hours or if after hours, in Suggestion Box located on exterior wall outside of the Resident Manager's Office.

Important: Approval of this application by the Sun Rise Design Committee is required before commencing action. **Commencing construction without first obtaining approval violates the Sun Rise Association protective Covenants, Conditions, and Restrictions, which may result in (1) fines or (2) removal of material and affected work performed at the Applicants expense.** Applicant is also responsible for obtaining all required City and County Building permits, where applicable. Design modification approvals are subject to inspection by the Resident Manager and Covenant's agencies prior to sale of property.

DISCLAIMER: *Approval of this application does not reflect an opinion or ratification of quality or soundness of the plan by the Sun Rise Community, its Board of Directors, employees, agents, assignees, or members of the Sun Rise Design Committee.*

FOR SUN RISE BOARD OF DIRECTORS USE ONLY

☐ Request Approved

☐ Resubmit application with revisions noted on plans

☐ Request Disapproved

☐ Resubmit with following additional information

Comments:

1. _____
Sun Rise Board of Directors Representative

Date

2. _____
Sun Rise Board of Directors Representative

Date

3. _____
Sun Rise Board of Directors Representative

Date

