Pu'u Ali'i Community Association

House Rules
&
Architectural Standards

March 2005
MARCH 2005

Dear Pu'u Ali'i Community Association (PCA) Residents:

This booklet contains the House Rules of the Pu'u Ali'i Community, which includes Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV as well as the Architectural Control Standards and Fining Systems for each Phase. You will also find a map showing the Building Numbers, Phases and Streets within the Community. The House Rules were approved by the Pu'u Ali'i Community Association (PCA) Board of Directors, February 7, 2005 and are binding upon all Members (Owners), Tenants, and their Guests.

The PCA House Rules are designed to promote maximum enjoyment of the Community and harmonious relations among our Residents while preserving and enhancing our Community's safety, property values, attractive appearance, and reputation as an exclusive and esteemed Residential Community. We cordially invite and encourage all Residents to participate by becoming a Committee Member. We invite and urge Owners to attend Board Meetings and to run for the Board of Directors at the respective Annual Meetings.

The PCA House Rules are also designed to shield the Community from liability. The PCA has jurisdictional responsibilities and authority for establishing and overseeing the enforcement of rules affecting all Recreational and Association Property up to, but not including, the Apartment Buildings and Carports, and for establishing and enforcing parking rules. All Associations of Apartment Owners (AOAO) have jurisdictional responsibilities and authority for establishing and overseeing the enforcement of rules affecting their respective groups, or Phases, of Apartment Buildings, including Carports. In the event of any conflict, the PCA Board takes precedence.

The PCA Board of Directors, which oversees the PCA House Rules, and each AOAO Board of Directors, which oversees the Architectural Standards of each respective Phase, have delegated the authority and responsibility for the enforcement of their Rules to both the Resident Manager and Managing Agent(s). Enforcing the Rules, however, is the responsibility of everyone. If you observe a violation of the Rules, politely call it to the attention of the person concerned. If the violation continues, inform the Resident Manager's Office. Serious or repetitive violations shall be documented and brought to the attention of the appropriate Board for review and action. The Boards have full authority to collect any damages or assessments for which a Member (an Apartment Owner) or any other person is liable under the Rules. If the respective Board brings suit for the enforcement of House Rules or for the collection of any sum of money due and owing under the Rules, the Member (or Apartment Owner) party to the suit shall be liable for all costs and reasonable attorney's fees.
Your Boards of Directors believe that we have one of the finest communities in Hawaii, and we hope you will share a common commitment to being good neighbors and preserving the safety and security of the Community. If all Owners and Tenants follow and help us enforce these House Rules, we will be able to maintain harmony and well-being in our close-living townhouse environment.

THESE HOUSE RULES SUPERCEDE THE AUGUST 1999 HOUSE RULES AND ARCHITECTURAL STANDARDS FOR ALL FOUR PHASES, AND ALL AMENDMENTS THERETO.

Respectfully,

Board of Directors
Pu'u Ali'i Community Association
NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex, color, religion, marital status, familial status, ancestry, age, or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the Rules on Property, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- In gathering or withholding any approval or consent under the Association's Rules.
- In enforcing requirements of the Association Rules about occupancy restrictions or use of the Recreational Facilities which might unlawfully restrict families with children.
- In connection with requests of disabled Occupants or Guests on Property to have guide dogs, signal dogs, or other animals required because of the Occupant's or Guest's disability; except that if the animals become a nuisance to others they will not be permitted on Property and will have to be removed.
- In processing requests of disabled Occupants to: (i) make reasonable modifications to an Apartment or the Common Areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association Rules, to enable those Occupants to have full use and enjoyment of the Property.

The Board will suspend any requirement of the Association Rules which, if enforced, could result in unlawful discrimination.
TABLE OF CONTENTS

SECTION I: HOUSE RULES. .......................................................... 1

A. AUTHORITY. ........................................................................ 1
   1. Jurisdiction .................................................................. 1
   2. Community Association ........................................... 1
   3. Association of Apartment Owners ............................. 1

B. DEFINITIONS. ....................................................................... 1
   1. Apartment .................................................................... 1
   2. Association of Apartment Owners ("AOAO") ................ 2
   3. Architectural Control Standards ............................... 2
   4. Association Property .................................................. 2
   5. Board of Directors ...................................................... 2
   6. Broker's Open .......................................................... 2
   7. By-Laws ....................................................................... 2
   8. Common Areas/Elements ............................................ 2
   9. Community ................................................................. 2
  10. Community Association .............................................. 2
  11. DCC&R ......................................................................... 2
  12. DCPR ........................................................................... 2
  13. Guest ............................................................................ 3
  14. Holidays ....................................................................... 3
  15. Managing Agent ........................................................ 3
  16. Member ........................................................................ 3
  17. Non-Resident Owner .................................................. 3
  18. Owner .......................................................................... 3
  19. PCA .............................................................................. 3
  20. Phase I .......................................................................... 3
  21. Phase II ......................................................................... 3
  22. Phase III ....................................................................... 3
  23. Phase IV ....................................................................... 3
  24. Recreation Property ................................................... 3
  25. Resident ..................................................................... 3
  26. Resident Guest .......................................................... 4
  27. Tenant ........................................................................... 4

C. GENERAL RULES ................................................................. 4
   1. Registration ................................................................. 4
   2. Vacancy ........................................................................ 4
   3. Resident Guests ........................................................ 4
   4. Non-Resident Owners' Privileges .............................. 4
   5. Responsibility for Damages ...................................... 4
   6. Quiet Hours ................................................................. 4
Pu'u Ali'i and Poha Kea Point
House Rules, Architectural Standards and Fining Systems

### Table of Contents

1. **D. PETS** .......................................................... 5
   1. Number .................................................................. 5
   2. Stray Animals ...................................................... 5
   3. Registration and Entrapment ..................................... 6
   4. Area Restrictions .................................................... 6
   5. Removal .................................................................. 6
   6. Owner Liability ....................................................... 7
   7. Breeding ................................................................ 7
   8. Visiting Pets .......................................................... 7
   9. Pet Assistants to the Disabled ................................. 7
   10. Enforcement ........................................................ 7

2. **E. PARKING AND VEHICLES** ...................................... 7
   1. Registration ........................................................ 7
   2. Speed Limit ........................................................ 7
   3. Resident Parking ................................................... 8
   4. Stall Rental ........................................................... 8
   5. Guest Parking ....................................................... 8
   6. Prohibited Parking ................................................. 8
   7. Vehicle Maintenance ............................................. 8
   8. Removal ............................................................... 9

3. **F. BUILDINGS AND LANDSCAPE** ............................... 9
   1. Signs .................................................................. 9
   2. Personal Property .................................................. 9
   3. Landscape Protection ............................................. 9
   4. Potted Plants ........................................................ 9
   5. Sale of Personal Property ....................................... 10
   6. Garage Doors ........................................................ 10
   7. Architectural Controls .......................................... 10
   8. Changes or Modifications to Apartments ............... 10
   9. Outdoor Cooking ............................................... 10
   10. Lanais ............................................................... 11
   11. Garden Courts .................................................. 11
   12. Windows ........................................................... 11
   13. Trash Collections .............................................. 11
   14. Recycling .......................................................... 12
   15. Pond System ...................................................... 12
## G. RECREATION AND PARK AREAS

1. Protection of Recreation Property .................... 12
2. Vehicles ............................................. 12
4. Pavilion Reservations ................................ 12
5. Picnic Area ............................................ 13
6. Poha Kea Point Conference Room ...................... 13
7. Classes .................................................. 13

## H. TENNIS COURT RULES

1. Guests and Hours ....................................... 13
2. Reservations ........................................... 14
3. Liability ............................................... 14
4. Conduct ............................................... 14
5. Noise ................................................... 14
6. Smoking ............................................... 14
7. Food and Drink ........................................ 14
8. Lotions and Oils ....................................... 14
9. Tennis Wear ............................................ 14
10. Vehicles ............................................... 14
11. Pets .................................................... 14
12. Classes ............................................... 14
13. Loss of Privileges .................................... 14

## I. SWIMMING POOL, HYDROTHERAPY POOL AND SAUNA RULES

1. Guests and Hours ....................................... 15
2. Liability ............................................... 15
3. Health Regulations ..................................... 15
4. Conduct ............................................... 15
5. Noise ................................................... 15
6. Smoking ............................................... 16
7. Food and Drink ........................................ 16
8. Swimming Paraphernalia ............................... 16
9. Vehicles ............................................... 16
10. Swim and Sauna Wear ................................. 16
11. Diving ............................................... 16
12. Lotions and Oils ...................................... 16
13. Showers ............................................... 16
14. Pets .................................................... 16
15. Age Requirements .................................... 16
16. Classes ............................................... 16
17. Loss of Privileges .................................... 16
I. FINING SYSTEM .............................................................................................................. 16
   1. General .................................................................................................................. 16
   2. Responsibility ....................................................................................................... 17
   3. Procedures ............................................................................................................. 17
   4. Appeals .................................................................................................................. 18
   5. Fining Exceptions ................................................................................................... 18

SECTION II: ARCHITECTURAL CONTROL STANDARDS AND FINING SYSTEMS... 20

PREFACE ................................................................................................................................. 20

PU’U ALI’I PHASE I ............................................................................................................... 21
   1. Windows .................................................................................................................. 21
   2. Air Conditioning ..................................................................................................... 21
   3. Entryways .............................................................................................................. 22
   4. Entryway Furnishings ............................................................................................ 22
   5. Screen Doors/Security Doors ............................................................................... 25
   6. Lanai Surfacing ...................................................................................................... 25
   7. Lanai Enclosures .................................................................................................... 25
   8. Lanai Blinds ............................................................................................................ 25
   9. Burglar Alarms ........................................................................................................ 25
  10. Potted Plants .......................................................................................................... 25
  11. Request for Modification ....................................................................................... 26
  12. Fines ........................................................................................................................ 26
  13. Statement of Policy ................................................................................................. 26
  14. Antennas .................................................................................................................. 27

PU’U ALI’I PHASE II ............................................................................................................. 28
   1. Curtains/Windows Shades ...................................................................................... 28
   2. Air Conditioning ..................................................................................................... 28
   3. Window Tinting ....................................................................................................... 29
   4. Garden Court Decks ............................................................................................... 29
   5. Garden Court Foliage .............................................................................................. 29
   6. Surface Material ..................................................................................................... 30
   7. Screen Doors/Security Doors ............................................................................... 30
   8. Entryway Bench ..................................................................................................... 30
   9. Grill Work ................................................................................................................ 31
  10. Burglar Alarms ........................................................................................................ 31
  11. Entryways/Lanais .................................................................................................. 31
  12. Lanai Enclosures .................................................................................................... 32
  13. Subterranean Termites ........................................................................................... 32
  14. Wiring ....................................................................................................................... 32
  15. Security Lighting ..................................................................................................... 33
  16. Request for Modification ....................................................................................... 33
  17. Potted Plants .......................................................................................................... 34
# Table of Contents

## POHA KEA POINT PHASE III
1. Introduction ............................................. 35
2. Air Conditioning ............................................. 35
3. Automobiles .................................................. 36
4. Benches ...................................................... 36
5. Bicycles/Sporting Equipment ............................ 36
6. Burglar Alarms ............................................. 36
7. Entryways ..................................................... 36
8. Garage Doors ................................................ 36
9. Garden Lanais ............................................... 36
10. Grill Work ................................................... 37
11. Lanais ........................................................ 37
12. Lanai Floor Surfacing ..................................... 37
13. Potted Plants ............................................... 37
14. Screen Doors ............................................... 37
15. Window Curtains/Shades ................................... 37
16. Window Tinting ............................................ 37
17. Request for Modification ................................. 38
18. Fining System .............................................. 38
19. Fining Procedures ......................................... 38
20. Enforcement of Fining System ............................ 39
21. Fining Guidelines .......................................... 39

## POHA KEA POINT PHASE IV
1. Introduction ............................................. 40
2. Air Conditioning ............................................. 40
3. Entryway Benches and Appurtenances .................... 41
4. Bicycles and Sporting Equipment ......................... 41
5. Burglar Alarms and Security Lighting .................... 41
6. Entryways ..................................................... 41
7. Garage Doors ................................................ 42
8. Garden Lanais ............................................... 42
9. Grill Work ................................................... 42
10. Lanais ........................................................ 42
11. Lanai Shades and Blinds ................................... 43
12. Lanai Floor Surfacing ..................................... 43
13. Potted Plants ............................................... 43
14. Screen Doors ............................................... 43
15. Window Curtains and Shades .............................. 43
16. Vehicles and Parking ....................................... 44
17. Steps and Stairways ....................................... 44
18. Window Tinting ............................................ 44
19. Request for Modification ................................. 44

MAP OF PU‘U ALI‘I COMMUNITY
SECTION I: HOUSE RULES

A. AUTHORITY

1. Jurisdiction: The Pu'u Ali'i Community Association ("PCA") has jurisdictional responsibility and authority for establishing and enforcing rules affecting the Recreational Property, as defined in the Declaration of Covenants, Conditions & Restrictions for Pu'u Ali'i (DCC&R), and for portions of the Common Elements of those Apartment Projects which are part of the Community. Owners and Tenants are urged to review all of the documents governing their Apartments, including the DCC&R, the By-Laws of the Community, the Declaration of Condominium Property Regime of their Phase, the By-Laws of the Association of Apartment Owners of their Phase and any separate Rules or Regulations adopted by their Association. The House Rules within this booklet are supplementary to and not an exclusive or exhaustive list of limitations and restrictions which are set out in the Governing Documents for the Pu'u Ali'i Community Association and each Association of Apartment Owners (Phase). The authority for such rules is contained in the following documents.

2. Community Association: Chapter 414D of the Hawaii Revised Statutes, entitled Hawaii Nonprofit Corporation Act, is the basic law governing nonprofit corporations. The Charter of Incorporation was granted pursuant to the predecessor statute to Chapter 414D and provides that the Community shall have all powers and authority the PCA shall have as contained within Chapter 414D, the Declaration of Covenants, Conditions and Restrictions, and its By-Laws. The Declaration of Covenants, Conditions and Restrictions provides for the Community Association Rules and Community Association Restrictions governing both Recreation and Association Property. From time to time, the Board of Directors may make, establish, promulgate, amend and repeal such Rules and Restrictions.

3. Association of Apartment Owners: Chapter 514A of the Hawaii Revised Statutes, entitled Condominium Property Act, is the basic condominium law. Important in the document are the provisions that all persons who enter upon and use the condominium shall obey the provisions of the Declaration of the Condominium Property Regime, its By-Laws, the House Rules and other lawful determination of the Apartment Owners' Associations.

The Associations of Apartment Owners' By-Laws provide that the Board of Directors may adopt House Rules which are binding upon all Residents. The By-Laws also provide that these rules may be modified and amended at any time by the Board of Directors, provided that Apartment Owners be given notice and an opportunity to be heard.

B. DEFINITIONS

1. Apartment: Any Unit containing four or more rooms, including a Kitchen, a Bathroom, a Living Room, and a Bedroom, constructed as part of any Building within those subdivisions designated Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV, and which have been created and exist pursuant to the Condominium Property Act and the respective Declaration of Condominium Property Regimes.
2. Association of Apartments Owners ("AOAO"): The Association of Owners of the respective Apartment Phases within those subdivisions designated Pu’u Ali’i Phase I, Pu’u Ali’i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV, and which have been created and exist pursuant to the Condominium Property Act and the respective Declaration of Condominium Property Regimes.

3. Architectural Control Standards: Standards established by the Governing Documents for each of the Associations of Apartment Owners and its respective Board of Directors to maintain architectural uniformity and control. Architectural Control Standards are part of the House Rules for each AOAO and enforceable as such.

4. Association Property: All of the real property described in Exhibit “A” attached to the DCC&R together with such real property from time to time added pursuant to the provisions contained in the DCC&R, and generally including all of the real property which is part of the Common Elements of the respective Projects within PCA.

5. Board of Directors: Each duly-elected group of persons authorized by the By-Laws of the Community Association or of the Associations of Apartment Owners to exercise management and control of the Community Association or of the Associations of Apartment Owners.

6. Broker’s Open: An open house reserved exclusively for Brokers and/or Real Estate Sales Agents.

7. By-Laws: Rules and regulations adopted by, and intended to govern the activities of, the Community Association or the Associations of Apartment Owners. The By-Laws are kept on file in the Resident Manager’s Office for review. Replacement copies of the By-Laws are available from the Managing Agent for a fee.

8. Common Areas/Elements: Those portions of the Community Association and Apartment Phases which are defined in the Phase documents or in the Condominium Property Act as Common Elements, generally including all parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use.

9. Community: The area encompassed by the property boundaries of Pu’u Ali’i and Poha Kea Point.


11. DCC&R: Declaration of Covenants, Conditions, and Restrictions for the Community Association. The DCC&R is kept on file in the Resident Manager’s Office for review. Replacement copies of the DCC&R are available from the Managing Agent for a fee.

12. DCPR: Declaration of Condominium Property Regime for the Associations of Apartment Owners. The DCPRs are kept on file in the Resident Manager’s Office for review. Replacement copies of the DCPR are available from the Managing Agent for a fee.
13. **Guest:** Any invitee or licensee within the Community for a limited period of time at the invitation of a Resident.

14. **Holidays:** The following Holidays shall be subject to enforcement of all House Rules applicable to holiday restrictions:

   a. New Year’s Day  
   b. Martin Luther King, Jr. Day  
   c. Presidents’ Day  
   d. Memorial Day  
   e. Prince Kuhio Day  
   f. Kamehameha Day  
   g. Independence Day  
   h. Labor Day  
   i. Veterans’ Day  
   j. Discoverers’ Day  
   k. Thanksgiving Day  
   l. Christmas Day

15. **Managing Agent:** A Property Management firm under contract to the Community Association and/or the Association of Apartment Owners for the management thereof, at the direction of each of the respective Boards of Directors in accordance with their jurisdictional authority and responsibilities.

16. **Member:** An Owner of an Apartment in the Community Association.

17. **Non-Resident Owner:** An Owner not residing within the Community.

18. **Owner:** A person who enjoys the rights of ownership and alienation of property, to the exclusion of others.

19. **PCA:** Pu’u Ali’i Community Association

20. **Phase I:** AOAO Pu’u Ali’i Phase I.

21. **Phase II:** AOAO Pu’u Ali’i Phase II.

22. **Phase III:** AOAO Poha Kea Point Phase III.

23. **Phase IV:** AOAO Poha Kea Point Phase IV.

24. **Recreation Property:** All of the real property described in Exhibit “B” attached to the DCC&R together with such other real property from time to time added pursuant to the provisions contained in the DCC&R, and generally including certain recreational areas within the Community.

25. **Resident:** Any person living within the Community and registered with the Resident Manager’s Office.
26. **Resident Guest**: Any person living temporarily with a Resident or in an Apartment with the permission of the Resident and registered with the Resident Manager's Office.

27. **Tenant**: Any person renting or leasing an Apartment from the Owner within the Community.

**C. GENERAL RULES**

1. **Registration**: Each Resident must complete a registration card available at the Resident Manager's Office within seventy-two (72) hours of occupancy. This registration includes occupancy, emergency, pet, and vehicle data. Each resident shall be issued a vehicle parking sticker or stickers that shall be displayed on the rear bumper, driver's side. Residents are responsible for keeping registration information current. Non-resident Owners shall provide the Resident Manager with the name and address of the local (on-island) agent who shall be their representative on all matters related to the Apartment. Upon registration, the Resident Manager's Office shall insure that Owner Resident has a copy of the current House Rules, and, in the case of a Tenant, obtain an acknowledgment in writing of such receipt from the Owner. As soon as they become available, revised copies of the House Rules shall be sent to all Residents, and Non-resident Owners.

2. **Vacancy**: For their own protection, Owners and Residents are encouraged to file an emergency contact address and phone number with the Resident Manager's Office during any absence for an extended period of time.

3. **Resident Guests**: Residents are responsible for registering with the Resident Manager's Office any Guest who will be in residence for one week or longer. Resident Guests may use the recreational facilities unaccompanied by the Resident as long as they comply with all provisions of these House Rules.

4. **Non-Resident Owners’ Privileges**: Community privileges do not extend to any Non-resident Owner who has leased or rented his or her Apartments, except as a Guest of a Resident or when temporarily residing in the Apartment.

5. **Responsibility for Damages**: Each Owner shall be held personally responsible for any damages or destruction to any Common or Limited Common Element(s) or other property caused by said Owner; Relatives, Guests, Tenants or Employees of said Owner; or any other Occupants of said Owner's Apartment. It is recommended that both Owners and Renters carry Homeowner's or Renter's Insurance on their Apartment.

6. **Quiet Hours**: No Resident shall make or allow to be made any disturbing noises as determined by the Board by the Resident, the Resident's Family, appliances, Visitors or Guests in any location which shall annoy or interfere with the rights, comforts and conveniences of others during Quiet Hours as stated herein. Quiet Hours shall be observed between 10:00 p.m. and 8:00 a.m. daily, except on Friday and Saturday nights and nights preceding the Holidays listed in the definitions, on which nights the Quiet Hours shall begin at 11:00 p.m.
7. **Excessive Noise:** No Resident shall make or allow to be made excessive noise by the Resident, the Resident's Family, Visitors or Guests in any location. Noise shall be considered excessive if it is reported by a Resident of an Apartment to the Resident Manager's Office or Contract Security, and is confirmed as disturbing by either the Resident Manager, other Community Employees, or Contract Security.

8. **Fireworks:** Use of fireworks of any type is prohibited within the Community. *An immediate fine of $150.00 will be adjudged against any Owner, Resident or Guest who discharges fireworks within the Community, the Fine to be charged to the account of the offending Owner.*

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

The Managing Agent and the Resident Manager may enter Apartments to render assistance when requested by the Owner or their authorized representative, and to make emergency repairs as necessary to prevent damage to Apartments or to Common Elements or to take action as otherwise provided in the DCC&R or the DCPR.

10. **Skateboards, etc:** Skateboards, skates, scooters (including razor scooters), and motorized scooters are prohibited from use anywhere in the Community. These items must be carried or transported off the Property for use.

11. **Sidewalks:** All sidewalks and walkways are designed for pedestrian traffic only. Exceptions are bicycles with training wheels, tricycles and other children’s vehicles when operated under the continuous supervision of an adult.

12. **Soliciting:** No soliciting or door-to-door selling is allowed in the Community. Residents should call the Resident Manager's Office (24 hours) if any unrequested or unauthorized solicitation is made.

### D. Pets

1. **Number:** No livestock, poultry, or farm animals whatsoever shall be allowed or kept in any part of the Community. Dogs or cats or other household pets in reasonable number may be kept by an Apartment Owner or Occupant in his or her Apartment. In Phase III, the number of household pets shall be limited to a maximum of two per Apartment.

2. **Stray Animals:** Feeding, caring for, or otherwise aiding stray animals is prohibited. Injured or stray animals shall be reported to the Hawaiian Humane Society ((808) 946-2187 ext.280) for pick up. Residents are prohibited from feeding wild birds, cats, etc. anywhere in the Community.
3. **Registration and Entrapment:** All dogs and cats belonging to Residents in the Community shall be registered with the Resident Manager's Office. Each dog and cat shall wear an identification tag with the Owner's Name, Address and Telephone Number clearly visible or shall be embedded with a scannable microchip carrying the same information. Animals in violation of this pet rule are subject to entrapment and placement with the Hawaiian Humane Society.

4. **Area Restrictions:** Pets shall be confined to pet Owner's Apartments. Pets shall not be allowed to roam freely in the Common or Limited Common Areas of the Community. Pets shall not be tied or tethered and shall not be left unattended in any Common or Limited Common Area(s) of the Community. Pets in transit shall be carried, restrained by a leash no longer than eight (8) feet, or placed in an animal carrier. All dogs shall be restrained by a leash when on Common or Limited Common Elements of the Community. **For health reasons, pets shall not be walked in the Phase I triangular lawn area bounded by the Tennis Courts, the Pool Pavilion, and the Picnic Area.**

Persons who walk pets shall be responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in an appropriate trash container.

Cat litter shall not be disposed of in toilets. The cost of repairs for any such damage caused by these actions shall be the full responsibility of the Owner of the Apartment in which the pet resides.

Pet Owners shall be responsible for any damage caused by their pets to the Common or Limited Common Element(s) of the Community. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage also shall be the full responsibility of the Owner of the Apartment in which the pet resides.

5. **Removal:** Owners of animals causing a nuisance or disturbance to any other Resident of the Community may be requested to permanently remove said animal. The Board of Directors may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the Project and/or its Residents. For the purposes of this article, examples of nuisance types of behavior include:

   a. Personal injury or property damage caused by unruly or uncontrolled behavior.
   b. Pets that exhibit aggressive or vicious behavior.
   c. Pets that are clearly unclean or diseased.
   d. Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one half (½) hour or more to the disturbance of any person at any time of day or night.
   e. In Common or Limited Common Areas, pets that are not under the complete control of a responsible human companion and on a hand-held leash no longer than eight (8) feet, or in a pet carrier.
   f. Pets that relieve themselves upon walls or floors of Common or Limited Common Elements.
6. **Owner Liability**: Financial and all other responsibilities for any personal injury or property damage inflicted by a pet to any Resident, Guest, or Employee of the Pu'u Ali'i Community Association, or to any member of the public, shall be borne solely by the Owner of the animal and/or the Apartment Owner; and the Apartment Owner shall indemnify and hold harmless the Pu'u Ali'i Community Association and his or her respective Association for any damages caused by the animal. It is recommended that Pet Owners have liability insurance for particular breeds of dogs that may present such concerns.

7. **Breeding**: Pets shall not be kept, bred or used for any commercial purpose.

8. **Visiting Pets**: Owners and Tenants are responsible for visiting pets, who are subject to the same restrictions as resident pets.

9. **Pet Assistants to the Disabled**: Notwithstanding any other provision herein, disabled Residents and Guests shall be permitted to keep and use guide dogs, signal dogs, service dogs or other animals upon which disabled Residents and Guests rely for assistance. Further, nothing herein shall hinder full access to the Apartments and the Common and Limited Common Elements by persons with disabilities.

10. **Enforcement**: All Owners and Tenants are encouraged to report violations of any of these rules they observe, as they are a matter of health and safety. Please call or submit in writing to the Resident Manager's Office the following information:

   a. Date offense occurred.
   b. Time of day offense occurred.
   c. Location offense occurred.
   d. A description of the offending pet.
   e. The offense committed.
   f. If known, the Apartment Number of the responsible Owner/responsible person.

The Owners of Apartments within the Pu'u Ali'i Community shall be subject to Fines for any and all violations of these rules by Occupants or their Guests.

**E. PARKING AND VEHICLES**

1. **Registration**: All vehicles parked on Pu'u Ali'i Community property shall have current license plates and safety inspection or be subject to tow from Property. All residents shall provide the Resident Manager's Office with the Owner's Name, Make, Model, Year, License Number, and residential parking location (Parking Stall) for all vehicles owned and regularly operated by the Resident. A Pu'u Ali'i/Poha Kea Point registration sticker, provided by the Resident Manager's Office during registration, shall be affixed to the driver's side of the rear bumper of the vehicle being registered.

2. **Speed Limit**: The maximum speed limit is 15 mph on all roads within the Community except where a lower speed limit is posted. Speeding shall not be permitted within the Community and Residents are encouraged to notify the Resident Manager's Office when such violations occur.
3. **Resident Parking:** Residents may park only in their garage, carport or assigned parking stalls. Parked vehicles may not extend into any portion of the roadways or sidewalks. Watercraft, non-vehicular and personal items shall be stored either within an enclosed garage or outside the Community. Trailers or items on trailers are prohibited from being stored in carports or parking stalls. Resident vehicles in Guest Stalls are subject to tow, with the following exceptions:

   a. When Residents use the Recreational Facilities not located within the Phase in which they live.
   b. When a Resident’s assigned space is illegally occupied and the Resident Manager’s Office has been notified.
   c. When Pu’u Ali’i Maintenance activities or other vehicles, such as a moving van, temporarily prevent access to the Resident’s assigned parking space(s).

4. **Stall Rental:** Residents with more vehicles than assigned stalls may rent non-assigned stalls from the Community Association when available. Contact the Resident Manager’s Office for information.

5. **Guest Parking:** Guests shall park only in stalls marked “Guest.” The time limit for parking in “Guest” Stalls is six (6) hours. Parking in “Guest Stalls” is prohibited every day between 2:00 a.m. and 6:00 a.m.. These rules may be waived if a registered Resident provides the Resident Manager’s Office or Contract Security with the Guest’s vehicle information and location. In such cases, a numbered Guest Parking Pass shall be issued to the Resident by the Resident Manager’s Office. Contract Security personnel may approve a waiver for the current night only. All requests for waiver of more than one night shall be submitted to the Resident Manager’s Office during working hours. The Resident Manager shall limit or disallow any waiver that results in the abuse or repetitive use of the waiver rule. Visitors, Guests, or Home Sitters occupying an Apartment during a Resident’s absence shall park in that Apartment’s assigned Parking Stall. Vehicles in violation of any of these parking rules may be towed at the Owner’s expense. If a Resident provides the Resident Manager’s Office with a signed, standard indemnification towing authorization to remove offending vehicles from his or her assigned Parking Stall, the offending vehicle(s) shall be towed.

6. **Prohibited Parking:** Vehicles found parked in prohibited areas shall be towed. Parking is prohibited on any roadway or turn-around, on any sidewalk, in any landscaped area, or in any area specifically marked “No Parking.”

7. **Vehicle Maintenance:** Vehicle repairs and modifications other than washing, cleaning, adding but not changing fluids, and similar routine maintenance shall be performed within an enclosed garage or outside the Community. To minimize water use, vehicle washing must be accomplished with a quick-shutoff hose nozzle.
8. **Removal**: Vehicles that are determined to present a hazard to the Property or its Occupants, are abandoned, inoperable, disabled, or are used exclusively for storage for more than thirty (30) days shall be subject to citation and/or removal from the Property at the apartment and/or vehicle Owner's expense.

**F. BUILDINGS AND LANDSCAPE**

1. **Signs**: The posting of "For Sale" or "For Rent" signs are prohibited within the Community. "Open House" signs are allowed on Sunday afternoons and days of Broker’s Open, as approved by the Board. No signs shall be attached to any Community Association Property. All freestanding signs shall be approved by the Resident Manager's Office and shall be promptly removed at the end of the day's activity. Neighborhood Watch decals may be affixed to the lower right hand corner of Apartment windows visible from the street and/or walkway approach to the Apartment, and/or on the Mailbox Kiosks throughout Pu'u Ali'i and Poha Kea Point in the interest of security and support for the Neighborhood Watch Program. The respective Neighborhood Watch Coordinators will be responsible for the posting and maintenance of these decals in a presentable condition.

2. **Personal Property**: No items of personal property, except as permitted by applicable Phase Architectural Standards, shall be placed in, attached to, or stored in any Common/Limited Common Area or Element. Personal property includes, but is not limited to: clotheslines, clothes racks, and shoeboxes; refuse containers other than in designated refuse areas; boxes, hoses, bracket devices for attachments to Buildings or extensions thereof; any appliances or bulky items such as bicycles, tricycles or surfboards; and potted plants, except as provided for elsewhere in the House Rules. Vehicles, including motorcycles and mopeds, shall be parked in an assigned Parking Stall. Improperly placed, attached or stored property shall be removed at the direction of the Board, Managing Agent or Resident Manager at the expense of the Resident.

3. **Landscape Protection**: No one is allowed to abuse or damage the landscape of any portion of the Common Area. Owners may call or visit the Resident Manager's Office with specific requests for tree trimming. These requests will be entered in a log and will be considered as soon as possible. Requests for improvements in the landscape should be made to the Resident Manager for entry into the landscape maintenance log.

4. **Potted Plants**: Potted plants may not be placed in any Common Area/Element including, but not limited to the following areas:

   a. In front of or next to structures for mail and electric meters.
   b. Lawn and landscaped areas adjacent to Buildings.
   c. Driveways, Carports or Parking Stalls.
   d. Plant dividers between driveways.
   e. Sidewalks, walkways, or stairways adjoining entryways where the positioning of plants may present a safety hazard.

Diseased, dead or dying plants are not permitted in any conspicuous area.
5. **Sale of Personal Property:** Occupants may sell personal property only within the interiors of their Apartments. Sale of personal property shall not be operated as a business. No personal items are allowed in other areas without prior approval of the Resident Manager’s Office.

6. **Garage Doors:** Garage doors shall remain closed except when entering and exiting and during the loading and unloading of personal property.

7. **Architectural Controls:** All Residents shall abide by the Architectural Control Standards established pursuant to the Governing Documents. These standards include, but are not limited to, the following:
   
   a. No Owner or Occupant shall, without the written approval of the Board of Directors, install any wiring for electrical telephone installations, machines, air conditioning units or appurtenances whatsoever on the exterior of any Building of the project or protruding through the walls, windows or roof thereof.
   
   b. No Apartment Owner or occupant shall erect or place in the Project any building or structure including fences and walls nor make any additions or alterations to any Common Elements of the Project, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with plans and specifications including a detailed plot plan, prepared by a licensed architect if so required by the Board or Owners, and approved by the Board, Owners and a majority of Apartments Owners (or such larger percentage required by law or the Declaration) including all Owners of Apartments thereby directly affected.

8. **Changes or Modifications to Apartments:** Any requests for changes or modifications to an Apartment including the Lanais must be submitted to the appropriate AOAO Board for review and response. Specific architectural control standards for common approved modifications for each AOAO are contained in Section II of these House Rules. None of the provisions of the Phase documents are intended to be in contravention of the Fair Housing Acts. The Boards shall at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to Apartments and/or to the Common Elements of the Project if the proposed modifications are necessary for their full enjoyment of the Phase. The Boards shall also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the Phase Documents which would interfere with said handicapped person’s equal opportunity to use and/or enjoyment of their Apartments and/or the Common Elements of the Community or Phase.

9. **Outdoor Cooking:** Outdoor cooking within the boundaries of the Apartment Buildings is permitted in Lanai areas only. Cooking in garages or front entryways is prohibited. Propane and electric grills are the only allowable outdoor cooking devices. For safety reasons, a working fire extinguisher should be kept within 10 feet of the grill at all times.

   No Resident shall allow the smoke or fumes from outdoor cooking to interfere with the comfort of others.
10. **Lanais**: Clothing or other items shall not be hung on Apartment Lanais nor on or from Lanai railings for any purpose whatsoever. Lanais may be furnished appropriately with chairs, lounges, and small tables and kept in an orderly manner. Refrigerators and other articles not usually considered as normal Lanai furniture shall not be permitted on the Lanais. Lanais shall not be used as storage areas for sports and play equipment, surplus cartons, or any other type of excess belongings.

In Phase II, Apartments with Lanais that are open to the ponds may not be cleaned with soap, detergent, or cleansers for protection of the ecology of the ponds. No sweeping or washing of the lanais into the ponds shall be permitted. Pets shall not be allowed to excrete any waste into the ponds or on to the Lanai that can be washed into the ponds.

11. **Garden Courts**: Residents of Apartments with Garden Courts shall control the growth of trees and shrubs so as not to obstruct the view from the window of the Apartment above. This area shall not be used for storage of personal property, nor kept in an unsightly manner.

12. **Windows**: Window coverings or linings visible from the Building exterior should be of a color ranging from white to tan only, and shall be maintained in good order, free of fading, tears or other damage.

13. **Trash Collection**: All Residents shall wrap and bag all trash so that it does not spill or drain in handling or disperse in any trash container or dumpster. Empty boxes must be flattened and tied together prior to disposal in trash receptacles. Bagged garden rubbish shall be cut and bagged to conform with City & County regulations. In addition, no large items may be placed at curbside in Phase I (except bulky items below); in any trash enclosure within Phases II and III; or in any dumpster within Phase III and IV. Residents shall take all such large items to the dump or shall arrange for pickup by the City and County Refuse Collection Division. Bulky Items shall be placed for pickup between 6:00 p.m. the night before collection, and 6:00 a.m. the day of collection, and shall be properly marked and placed on the curb.

**Phase I**: Trash is collected each Monday and Thursday at about 6:00 a.m. Trash shall be placed at curbside between 6:00 p.m. the night before collection and 6:00 a.m. on the day of collection. All trash placed at curbside shall be in containers or in tightly tied bags. Residents occupying an Apartment with no garage are assigned a trash container in a designated kiosk. All trash shall be placed in the designated container. No bags or boxes may be used to supplement the containers in the kiosk, but properly tied trash bags may be placed at curbside during the designated pick up hours. All such bags shall be kept indoors until proper pick up times. Residents are responsible for placing their containers curbside for collection and for returning them to their garages or kiosks. Failure to follow these rules may result in a fine and/or loss of kiosk access.

**Phase II and Buildings 31, 32 and 39 in Phase III**: Trash is collected on Monday and Thursday at about 6:00 a.m. All trash shall be bagged and tied to prevent spilling. Containers are not to be removed from the trash enclosures at any time. Any trash that cannot fit into the containers may be placed into the enclosures only between 6:00 p.m. the night before collection, and no later than 6:00 a.m. the day of collection. All such bags shall be kept in the Apartment or Garage until proper pick up times.
Phase IV and Buildings 33 and 34 in Phase III: Trash is collected each Wednesday and Saturday at about 6:00 a.m. All trash shall be bagged and tied to prevent spilling. No trash shall be placed on the ground by the dumpster, even if the dumpster is full.

14. Recycling: At present there is no formal recycling program within the Community. We encourage residents to take materials such as paper, cardboard, aluminum cans, plastic, and glass to He'eia Elementary School or Ben Parker Elementary School for recycling.

15. Pond System: Residents and Guests may not feed the fish unless proper food and instructions are obtained from the Resident Manager's Office. General Rules are as follows:
   a. Swimming, wading, and fishing are prohibited.
   b. Do not drink the pond water.
   c. Tampering with pond equipment, to include water inlet or outlet devices, is prohibited.
   d. For safety reasons, children in the pond area under the age of eight (8) shall be supervised by a responsible adult.
   e. No fish or amphibian may be placed in the ponds.
   f. Rubbish, debris, chemicals, and other unsightly and/or harmful materials shall not be thrown into the ponds or allowed to drip, drop, or drain into the ponds.
   g. Toys and other personal property shall not be allowed in the ponds.
   h. No personal water hoses or other devices shall be used to add water to the ponds.

G. RECREATION AND PARK AREAS

1. Protection of Recreation Property: Furniture, furnishings and equipment within the Recreation Areas have been provided for the safety, comfort and convenience of all Residents and Guests and therefore, shall not be removed or transferred to other areas without permission of the Resident Manager's Office.

Access to Recreation Areas is restricted to Residents and their Guests. Any person causing a disturbance shall be required to leave. Littering is strictly prohibited; all waste shall be deposited in appropriate receptacles on the premises.

2. Vehicles: No recreational vehicles, including bicycles, skates, and skateboards, are allowed on the sidewalks in the Recreation and Park Areas.


Posting of notices should be arranged through the Resident Manager's Office. Notices, other than AOAO business, shall be limited to 3" x 5" cards and shall be posted a maximum of thirty (30) days.

4. Pavilion Reservations: Reservations for pavilion use shall be submitted to the Resident Manager's Office at least one (1) week in advance. The Resident Manager's Office shall coordinate scheduling. Pavilions may be reserved Monday through Friday from 8:00 a.m. to
10:00 p.m. only, except that no reservations may be made for any of the Holidays listed in the definitions. Only one reservation per Pavilion shall be permitted - exceptions to be coordinated by the Resident Manager. No reservation shall extend beyond four (4) hours duration. Reservations may only be made by registered adult Residents, who shall agree in writing to be responsible for any damages and compliance with all rules. A refundable security deposit of $25.00 shall be posted with the Resident Manager's Office at least one (1) week prior to the party. Failure to post the required deposit shall result in forfeiture of the reservation.

The Pavilions shall be reserved if there are to be more than eight (8) people in any group that shall be using the tables in the Pavilions. The Resident Manager’s Office reserves the right to refuse Pavilion reservations, subject to appeal to the Board of Directors. Parties with children under the age of fourteen (14) shall be chaperoned by a responsible adult.

The Resident hosting the party shall be responsible for all cleanup. In the event that cleanup and damages exceed the deposit, the Owner of the Host’s Apartment shall be assessed the additional amount. Only the covered Pavilion area adjacent to the pool may be reserved. If space is available, other Residents may use the Pavilion area. Amenities other than the covered Pavilion Areas shall remain available to Residents for use while the private parties are in progress.

PCA Board Meetings, AOAO Board Meetings and PCA and AOAO Committee Meetings are exempt from the written agreement and deposit requirements defined above.

5. Picnic Area: The Picnic Area, which includes the barbecues and tables near the Pu’u Ali’i Pavilion, is available for use from 8:00 a.m. to 10:00 p.m. daily. The area shall be cleaned and secured by 10:00 p.m. The Resident hosting the picnic or party shall register with the Resident Manager’s Office prior to using the picnic area. The Resident hosting the picnic or party is responsible for all cleanup and/or damage. If the picnic or party is rained out, the party may not be moved to the covered Pavilion or to the Pool Area. In addition, the limitation of not more than eight (8) Guests per Apartment for use of the pool applies no matter how many Guests are at the picnic or party.

6. Poha Kea Point Conference Room: The Poha Kea Point Recreation Pavilion Conference Room requires a separate reservation made in the same manner as for the Pavilions. Reservations may be made to include both the Pavilion and the Conference Room. All rules defined above for Pavilion reservations and use apply to the Conference Room as well.

7. Classes: No one may conduct any classes on Community Property (Common Elements) without specific, prior approval in writing of the PCA Board of Directors or the Resident Manager’s Office as its representative. No for-profit classes will be approved under any circumstances.

H. TENNIS COURT RULES

1. Guest and Hours: Tennis Courts are open from 8:00 a.m. until dusk daily for the exclusive purpose of playing tennis. Guests other than Resident Guests shall be accompanied by a registered Resident. A lone player shall give way to singles or doubles games. Not more than four (4) players may occupy a single court at one time.
2. Reservations: A tennis sign-up board is located next to the Resident Manager's Office. Sign-up shall be available after 8:00 a.m. for the current day and for the following day. Sign-up information shall include the Resident's Name and Apartment Number. Residents and Guests may reserve a single court for one (1) hour only, and may not sign up for consecutive hours, but may continue play if courts are available. Reservations shall only be made by a Resident. Residents shall not make reservations for another person. Players unable to utilize reserved time shall make every effort to contact the Resident Manager's Office to cancel their reservations or erase their names from the sign-up board as soon as possible. Players showing up ten (10) minutes late (by the Recreation Pavilion Building Clock) for their court reservation shall give way to players then on the court.

3. Liability: Residents and Guests shall use the Tennis Courts at their own risk. Personal belongings shall be removed upon leaving the Tennis Courts. The PCA shall not be responsible for claims made for personal injury, the loss of any personal property, or any damages related to third-party claims as a result of the use of the Tennis Courts.

4. Conduct: Boisterous or rough play and excessive noise are not permitted on the Tennis Courts.

5. Noise: Radios, cassette recorders, tape decks and the like shall not be permitted on or immediately adjacent to the Tennis Courts.

6. Smoking: Smoking and smoking materials are prohibited on the Tennis Courts.

7. Food and Drink: No food, gum, or beverages are allowed on the Tennis Courts. No glass or ceramic containers shall be taken to the Tennis Courts.

8. Lotions and Oils: Suntan and sun protection lotions or oils shall be stored in unbreakable containers only.

9. Tennis Wear: Only proper tennis attire shall be worn on the courts. Footwear is required and shall be limited to tennis shoes without black rubber soles.

10. Vehicles: No bicycles, tricycles, skates, skateboards or other wheeled vehicles are permitted on the Tennis Courts.

11. Pets: Pets are prohibited on the Tennis Courts.

12. Classes: No person shall conduct tennis classes.

13. Loss of Privileges: Serious or repeated violations of the Tennis Court Rules shall result in the loss of privileges for a period of time to be determined by the Board of Directors.
1. SWIMMING POOLS, HYDROTHERAPY POOLS AND SAUNA RULES

NO LIFEGUARD IS ON DUTY

1. Guests and Hours: The Swimming Pools, Hydrotherapy Pools, Sauna, and other Recreation Areas are for the exclusive use of Apartment Residents and their Guests from 8:00 a.m. to 10:00 p.m. on weekdays and 8:00 a.m. to 11:00 p.m. on Fridays, Saturdays, and the nights preceding a Holiday. The Swimming Pool in Phase I will be open from 7:00 a.m. to 8:00 a.m. daily for lap swimming and exercise only. Guests are limited to a maximum of eight (8) per Apartment unless prior approval is obtained from the Resident Manager's Office. Access shall be restricted to those with a security key. An Owner's or Resident's Family Members or Guests found in the Swimming Pools, Hydrotherapy Pools, Sauna, or other Recreational Areas shall be presumed to be there with the full knowledge and consent of the Owner or Resident.

2. Liability: All policies shall be age neutral and applied to all persons equally. Owners and Residents shall be responsible for the health and safety of themselves, their Family Members, and their Guests who use the Swimming Pools, Hydrotherapy Pools, Sauna, and other Recreational Areas, and for ensuring all rules are obeyed. Apartment Owners are financially responsible for any damages or destruction caused by themselves, Occupants, their Guests, their Lessees, and their Renters. Owners and Residents must ensure that Family Members and Guests who are non-swimmers or weak swimmers are accompanied at all times in the pool areas by someone who can ensure their safety. In particular, a child under the age of twelve (12) should be accompanied by an adult when using the pools, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer. The PCA shall not be responsible for claims made for personal injury, the loss of any personal property, or any damages related to third-party claims as a result of the use of any Swimming Pool, Hydrotherapy Pool, Sauna, or other Recreational Area.

3. Health Regulations: Anyone who may be adversely affected by the heat or humidity of the Hydrotherapy Pools or Sauna, such as young children, pregnant women, and anyone with high blood pressure, should not use those facilities. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian, or someone who can ensure their safety when using the Hydrotherapy Pools or Sauna. All persons known to be or suspected of being afflicted with infectious disease, suffering from cough or cold, or wearing band-aids or bandages shall be excluded from bathing in any Swimming Pool or Hydrotherapy Pool or using the Sauna. Spitting, spouting of water, blowing the nose or discharging bodily wastes in any Swimming Pool or Hydrotherapy Pool is strictly prohibited.

4. Conduct: Boisterous or rough play, running, and excessive noise are not permitted in Pool and Sauna Areas.

5. Noise: Except when used with earphones, radios, cassette recorders, tape decks and the like shall not be permitted in the Swimming Pool, Hydrotherapy Pool, or Sauna Areas.
6. **Smoking**: Smoking is prohibited in the Swimming Pool, Hydrotherapy Pool, Sauna, and the in the Pavilion Areas. Smokers shall dispose of used smoking materials in appropriate waste receptacles before entering these areas.

7. **Food and Drink**: No glass or ceramic containers shall be brought to the Pools, Pavilions or Sauna. Food is permitted within the Pavilion Areas only. No food or gum is allowed in the Pools and Sauna Areas. No beverages are allowed in the Sauna.

8. **Swimming Paraphernalia**: Life vests, flotation suits and water wings are permitted for non-swimmers, however, persons using these devices must be directly supervised by a responsible swimmer. Exercise equipment designed for Pools may be used as long as the user of the equipment does not interfere with other Pool users. Toys, games, coins, floats, etc. are not permitted in the Pools. Scuba gear and snorkeling equipment are not allowed in the Pools.

9. **Vehicles**: No bicycles, tricycles, skates, skateboards or other wheeled vehicles (except infant strollers, wheelchairs and wheeled walkers) are permitted inside the Pool, Pavilion or Recreational Areas.

10. **Swim and Sauna Wear**: Only garments specifically designed as swim wear are permitted for use in the Pools and Sauna. Any incontinent persons or children who are not toilet trained shall wear swimwear specifically designed to prevent leakage in the Pools.

11. **Diving**: Diving into any Pool is strictly prohibited.

12. **Lotions and Oils**: Suntan lotions, oils and other tanning products shall be stored in unbreakable containers only. Furniture in the Pavilion and Pool Areas shall be protected from contact with tanning products by the use of a towel.

13. **Showers**: Rinsing showers shall be taken prior to each entry into any Pool or Sauna.

14. **Pets**: Pets are prohibited in the Pool, Sauna, Pavilion and other Recreation Areas, except that, notwithstanding any other provision herein, visually impaired persons may utilize seeing-eye dogs, and hearing impaired persons may utilize signal dogs within the Pavilion Areas.

15. **Classes**: No person may conduct swimming classes.

16. **Loss of Privileges**: Violations of the Pool, Sauna, Pavilion and/or Recreation Rules will result in the loss of privileges in these areas for a period of time to be determined by the Board of Directors.

### J. FINING SYSTEM

1. **General**: The provisions of this Fining System are applicable to all Pu‘u Ali‘i Community Association Recreational Property and Association Property.
2. Responsibility: All Residents and Visitors shall comply with the House Rules. Fines for violations of House Rules may be imposed pursuant to the authority set forth in the Pu’u Ali’i Community Association By-Laws, Article VII.

Apartment Owners are responsible for payment of any Fines assessed against their Apartments due to their own actions and/or the actions of their Tenants, Family Members, Guests, Agents, or Employees.

Copies of all written notices of violations issued to Tenants shall be sent to the Appropriate Apartment Owners and their Rental Agents, if any.

If the Association incurs expenses to correct a violation, the expenses will be applied to the Apartment Owner. Unpaid fines and/or associated costs shall constitute a lien against the offending Owner’s interest in his or her Apartment, upon which the Board of Directors may institute foreclosure.

The payment of a fine does not relieve the offender of the obligation to correct the violation.

3. Procedures:

First Offense: The Resident Manager shall issue the Friendly Reminder (Appendix I) to the appropriate Apartment Owner and Tenant and Rental Agent, if any, as official notice that a violation of the House Rules and/or Architectural Standards has occurred. The Resident Manager will include in this notice a reference to the violated section of the House Rules and/or Architectural Standards. If the violation is corrected within ten (10) calendar days of the date of the Friendly Reminder, no further action shall be taken.

Second Offense: If the violation is not corrected within ten (10) days, the Resident Manager shall issue the Second Notice (Appendix II). If the violation is corrected within ten (10) calendar days of the date of the Second Notice, no further action shall be taken.

Subsequent Offenses: If the violation continues uncorrected beyond the twenty (20) calendar days or recurs within one year’s time of the Second Notice, the Managing Agent shall send a written citation with notice of fine, via certified mail, to the appropriate Apartment Owner and Tenant and Rental Agent, if any. The Apartment Owner will be assessed a $50.00 Fine (see Fining Exceptions below) for each day that the violation continues or recurs.

The Board of Directors reserves the right to increase the amount of the Fine in cases where there is no attempt to correct the violation and/or if a Fine is not paid in full with the Owner’s next monthly Association Dues/Maintenance Fee.
4. Appeals: An Owner (or an Agent with full power-of-attorney authority governing the Apartment) may choose to contest a Fine. A written appeal must be submitted to the Pu‘u Ali‘i Community Association Board of Directors, via the Managing Agent within twenty (20) calendar days after the mailing date of the Fine notification and contain the following:

a. Reason for appeal,
b. Testimony, names, addresses, and phone numbers of any witnesses, and
c. Copies of exhibits, if any.

An Owner may also choose to appear at a PCA Board Meeting to clarify or respond to questions about the appeal.

Appeals shall not be considered for the following reasons:

a. Failure to know the applicable House Rule,
b. Failure of an Owner to provide Tenants with a complete copy of the current House Rules, and
c. Disagreement with a House Rule (although revisions of House Rules occur at periodic intervals, and the Appellant is encouraged to use that process as an avenue to recommend changes to the rules).

All appeals shall be heard at a Meeting of the Board within sixty (60) days after receipt of the appeal.

An appeal shall not halt the accrual of any ongoing Fine imposed for the violation.

5. Fining Exceptions: Exceptions to the fining procedures are as follows:

a. Parking Violations: In addition to the Fine, vehicle Owners are responsible for all towing expenses associated with removal of the offending vehicle. Once a tow truck is called to remove an offending vehicle, the Apartment Owner shall be responsible for all costs incurred in connection with the towing charge, even if the vehicle has subsequently been moved prior to the arrival of the tow truck.

b. Property Damage Violations: In addition to the Fine that is levied, Owners are responsible for timely payment of all costs incurred by the Association to repair or restore property damaged by themselves, their Guests, or their Tenants.

c. Immediate Fines: There are two immediate Fines that shall be levied in situations when health and safety are at risk. A violation of the “Fireworks” House Rule shall result in an immediate Fine of $150.00. A violation of the "no glass or ceramic container" rule under the “Food and Drink” House Rule shall result in an immediate Fine of $150.00.

d. Architectural Control Standards: Any Fine amounts and deadlines specified in the Architectural Control Standards for each Phase will take precedence over Fine amounts and deadlines specified in this Fining System.
e. **Delinquencies**: Failure to pay a Fine within thirty (30) calendar days of notification shall result in an additional Fine of $50.00 for each month, or fraction thereof, that the Fine remains unpaid.
SECTION II: ARCHITECTURAL CONTROL STANDARD AND FINING SYSTEMS

PREFACE

Architectural control standards for the PCA and for the AOAO’s which are part of the PCA are found in all of the Governing Documents including the DCC&R, the DCPR, the By-Laws, the Rules and the Regulations.

It is important to note that the DCC&R provides that no Building, fence, wall or other structure shall be commenced, erected or maintained upon the Association Property or Recreational Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

Architectural Control Standards for each Phase are a part of the House Rules and are enforceable in the same manner. Some Architectural Standards applicable to all phases are included under the House Rules. The Board of Directors is authorized to establish supplemental rules governing the Association Recreational Property.
1. **Windows**: Window coverings or linings visible from the Building exterior shall be of a color ranging from white to tan only, and shall be maintained in good order, free of fading, tears or other damage.

2. **Air Conditioning**: Any Apartment Owner may install a split air conditioning system with an external compressor/condensing unit on the floor of a Lanai appurtenant to his/her Apartment provided that:
   
   a. A written request must be submitted to and approved in writing by the Board prior to installation. This request must include (i) detailed plans and specifications, (ii) a certificate that the plans, specifications, and drawings fully and accurately depict the proposed alterations and additions as approved by the Building Department of the City and County of Honolulu; (iii) proof of compliance with governmental requirements; (iv) and executed recordable agreement in a form specified by the Board indemnifying the Association and assuming responsibility for maintenance of the system; and (v) other information as necessary to enable the Board to adequately review the request.
   
   b. The Apartment Owner must obtain written consent from every Owner of adjacent Apartments that have Lanais that adjoin the proposed installation site (e.g., the other three Apartments in a four Lanai complex and the other Apartment in a two Lanai complex) prior to installation.
   
   c. It is the responsibility of the Apartment Owner to obtain any consent required from mortgage holders, or, in the case of leasehold property, from Lessors.
   
   d. Installations are to be completed in a manner which assures the soundness, safety, and quality of the Common Elements and compliance with all applicable Federal, State, and Local laws, ordinances, regulations, and rules.
   
   e. All split air conditioning systems must be new equipment that conforms as installed to applicable Building Codes. All work must be completed by a licensed contractor. All expenses of the installation are the responsibility of the Apartment Owner.
   
   f. Only one external compressor/condensing system will be allowed per Apartment. The system must be located on the floor of the Lanai in the location that will minimize to the maximum extent possible the impact on the Common Elements and other Apartments including, without limitation, factors such as appearance, noise, heat, and vibration. No systems will be allowed elsewhere, including, without limitation, front Entryways, under Buildings, or on the ground. No air conditioning units will be allowed that protrude through the outside wall, including, without limitations, window units.
   
   g. Any lines which must be routed on the external walls of the Building must be (i) limited to the walls of the Lanai; (ii) minimal in length; and (iii) covered with gutter material that matches existing gutters. Ground floor Apartments may route lines under the Building, subject to approval of the Board. Lines shall not be
routed on the Roof, Lanai Ceilings, or other outside walls. External drain lines must be routed into existing gutter downspouts.

h. Board approval may be conditioned on the Owner's reimbursing the Association for the costs related to the proposed improvement, including costs of preparation and recordation of legal documents, costs for retaining a professional to review the plans and specifications, any other costs incident to compliance with the Phase documents.

i. The Owner and his/her representative will be permitted to attend a Meeting of the Board to answer questions which the Members may have concerning the proposed improvement. The Board will review all submissions on the individual merits of the application, in its sole and absolute discretion, and the decision of the Board will be final.

Contact Management for assistance and to submit a request to the Board.

3. **Entryways:** Entryways begin at the outer boundary of the Building. For downstairs Apartments, this is a line running from and parallel to the lower end of the stairs to the Building wall(s) corner(s). The area beyond that line and the stairs is considered a walkway/sidewalk. For upstairs apartments, the Entryway ends where the floor meets the top of the stairs. Pu‘u Ali‘i Community Association (PCA) House Rules prohibit potted plants, or any other similar type individually/personally owned items in any area outside the Entryways, including the areas in and around the Mail/Utility Kiosks.

   a. Permitted within the bounds of the Entryway shall be a door mat no larger than the width of the door. Other personal items are not allowed in the Entryways, except as provided in these Phase I Architectural Standards. Temporary placement of shoes or slippers in the Entryway is permitted, not to exceed a reasonable number. Such footwear is to be placed as close to the doorway as possible without creating a safety hazard, and should present a neat, orderly appearance as judged by Management.

   b. Tiling, carpeting or other surfacing of the Entryway is prohibited. Tiling of the Entryway may be prior approved by the Board on a case-by-case basis with a request in writing from the Owner, sample of the tile to be installed, and an acknowledgment of assumption of maintenance responsibilities for the Entryway, including the subsurface, transferable with ownership.

4. **Entryway Furnishings:**

   a. **Entryway Benches:** Treated wood (wolmanized lumber) Benches may be placed within Entryways without approval of the Phase I Board of Directors, provided the following conditions are met:

      (1) No Bench shall have a backing nor shall it exceed a height of two (2) feet from seat to floor, a width of eighteen (18) inches from front to back, or a length of four (4) feet.

      (2) Benches shall be painted to match the color of the Building trim (Sinclair Nevada).

      (3) Benches shall not hamper egress/ingress or present a safety hazard.

      (4) If a Bench is to be attached to a wall, approval of the Resident Manager is required as to tie-in locations.
b. Shoe Racks: Racks for shoes or slippers may be placed within Entryways without prior approval of the Phase I Board of Directors, provided the following conditions are met:

1. No Rack shall exceed a height of twenty-four (24) inches from the floor, a length of twenty-four (24) inches, or a depth of twelve (12) inches.

2. Racks shall be painted to match the color of the Building trim.

3. Racks shall not hamper egress/ingress or present a safety hazard.

4. Racks are not to be attached to any part of the Building, and are to be placed as close to the doorway as is practical.

c. Entryway Door Decorations: Decorations shall be permitted at any time on the Entryway Front Door and/or Screen/Security Door without prior Board approval, provided the following conditions are met:

1. Decorations are intended to enhance the overall appearance and ambience of the Entryway.

2. Decorations may include "hospitality" signs such as "Welcome", "Please Remove Shoes", "Occupant's Name", etc. Other types of signs are strictly forbidden, including, but not limited to, signage such as sale, advertising, billboards, company names, posters, political, etc.

3. Decorations shall be no more than 16 inches in the vertical or horizontal dimension (i.e. they should fit within a 16" x 16" square).

4. Decorations shall be attached to the front door and/or screen/security door in a manner that does not damage the front door and that allows removal for maintenance of the Building, door, or door frame. Decorations are allowed only on the Front Door or Front Screen/Security Door and may not be hung from or attached to the door frame, light fixtures, floors, walls, stairs, railings, ceilings, roofs, or other Entryway Furnishings. Any Owner displaying or allowing an Occupant to display Decorations will be responsible for the cost of any damage or repairs to any Common or Limited Common Element as a result of displaying Decorations, and the decisions of Management and/or the Board in such matters will be final.

5. Decorations shall be in good taste and non-offensive, as judged by Management and/or the Board and will be maintained in good condition.

6. The provisions of this subparagraph are made at the sole and absolute discretion of the Board, and the Board may at any time revoke these provisions and require that any and/or all Decorations be removed. The Board may also require that an individual Decoration be removed without revoking this subparagraph. If any Decoration is ordered to be removed, and is not removed within thirty days of written notice to do so, the Board may have the Decoration removed at the Owner's expense, and the Board and/or Association will have no liability for doing so.

7. Any variation from the above must be approved by the Board.
d. **Holiday Decorations**: In addition to the provisions of subparagraph 4c above, Holiday Decorations may be displayed on other parts of the Entryways and on the Lanais from Thanksgiving to January 15 without prior Board approval, provided that the following conditions are met:

1. Holiday Decorations will be appropriate to and compatible with the Holiday season. They shall be in good taste and non-offensive, as judged by Management and/or the Board and will be maintained in good condition.

2. Holiday Decorations will be mounted in such a way that the paint barrier of the Building is not breached. They may be tied, taped, wound, or similar, but they may not be mounted with screws, staples, nails, or any other such mechanism that will damage the paint or underlying structure of the Building or allow water intrusion. Any Owner displaying or allowing an Occupant to display Holiday Decorations will be responsible for the cost of any damage or repairs to any Common or Limited Common Element as a result of displaying such Decorations, and the decisions of Management and/or the Board in such matters will be final.

3. Holiday Decorations may be displayed on the Front doors, Screen/Security Doors, and Lanai doors; stairway railings, Entryway railings, and Lanai railings; Entryway walls and Lanai walls; Entryway ceilings and Lanai ceilings; Entryway roof edges and Lanai roof edges; and windows. Under no circumstances will Holiday Decorations be allowed on any other exterior Building wall. Holiday Decorations and/or wiring should not be placed in any walkway or create a safety hazard or insurance liability. The Pu‘u Ali‘i Phase I Board of Directors has no authority to authorize Holiday Decorations beyond the footprint of any Building. No Holiday Decorations may be placed beyond the footprint of any Building without the explicit written approval of the Pu‘u Ali‘i Community Association Board of Directors. Because of safety and liability factors, no wiring for Holiday Decorations may be run beyond the Building footprint.

4. The provisions of this subparagraph are made at the sole and absolute discretion of the Board, and the Board may at any time revoke these provisions and require that any and/or all Holiday Decorations be removed. The Board may also require that an individual Holiday Decoration be removed without revoking this subparagraph. If any Holiday Decoration is ordered to be removed and is not removed within three days of written notice to do so, the Board may have the Decoration removed at the Owner’s expense, and the Board and/or Association will have no liability for doing so.

5. Any variation from the above must be approved by the Board.

Other types of Entryway Furnishings shall be considered for approval by the Phase I Board of Directors on an individual basis upon submitting a written request.
5. **Screen Doors/Security Doors**: Screen doors or Security Doors of wood, anodized aluminum or reinforced aluminum, or steel may be installed without approval of the Phase I Board of Directors, provided the following conditions are met:
   a. Anodized or reinforced aluminum doors, or steel Screen Doors and Security Doors shall be a factory applied color of dark bronze, black, or cream.
   b. Wood Screen Doors shall be painted to match the existing color of the Building trim, or stained and finished to match the existing Entry Door.
   c. Installations shall be completed within three (3) days.

Doors installed prior to April 12, 1987, and not in compliance with these standards, shall be allowed only as long as the person owning the affected Apartment of or before that date retained ownership of said Apartment. After April 12, 1987, new Owners are required to replace unauthorized Screen Doors to be in compliance with these standards.

6. **Lanai Surfacing**: Installation of tile, carpeting or other surface material is permitted within Lanai areas only, subject to approval by the Phase I Board of Directors before the commencement of such work. All surfacing shall be of an earth-tone color defined as any tint or shade of brown as the primary color, optionally mixed with a secondary color. Tile is to be ceramic and of a four (4) inch minimum to a twelve (12) inch maximum size. Carpeting shall be of an outdoor type. When seeking approval, a sample shall be provided to the Phase I Board of Directors. The surface material shall also be installed in a manner that shall provide proper water drainage away from the Building. During regular or periodic maintenance conducted by the Phase I Association of Apartment Owners, the Association shall not be responsible for damage to the surfaces of any Limited Common Element that has been altered by the installation of surface material.

7. **Lanai Enclosures**: Lanai enclosures are prohibited.

8. **Lanai Blinds**: Lanai Blinds may be installed without approval of the Phase I Board of Directors, provided that the Blinds are of an earth-tone color, a composite material limited to bamboo or canvas, and secured with eyebolts every three (3) or four (4) feet into a support beam. Blinds shall be kept rolled up when not in use for privacy or sun intrusion, and installed in such a manner to preclude flapping.

9. **Burglar Alarms**: Residents wishing to install Burglar Alarms to the exterior of their Building shall obtain permission in advance from the Apartment Owner and from the Phase I Board of Directors as to location. Any part of a Burglar Alarm secured to the exterior of a Building shall be painted the same color as the Building exterior.

10. **Potted Plants**: Potted plants may not be placed in or on stairways, walkways, sidewalks, driveways, parking stalls or railings and may not be suspended from ceilings, porches, stairs, or other Building structures. Potted plants may be placed in individual Entryways to enhance the appearance of the Property under the following conditions:
   a. Assure a minimum thirty-six (36) inch wide ingress/egress land to all doors for emergency needs.
   b. Use good judgement in number and placement.
c. Do not create a safety hazard or Building damage.
d. Place each plant in a waterproof container, raised above the surface of the deck to allow proper circulation of air and minimum damage to the decks.
e. Place water and nutrients in the container rather than spraying from above. Keep soil, chemicals, water and plant parts off the deck.
f. Maintain the plants in a presentable manner.
g. Keep plants off the walls, railings and stairs.
h. Coordinate with neighbors who share the Entryway.

11. Request for Modification: Any modification that affects the structural integrity or exterior appearance of any Building shall first be submitted in writing to the Phase I Board of Directors for approval. In some cases a structural engineer’s plan may be required.

12. Fines: The maximum Fines for violation of any of the above standards are:

   a. $50.00 for each occurrence; and
   b. $50.00 for each month of continuous violations.

Fines levied against an Owner on a monthly basis may continue to accrue during the appeal process should the Owner wish to appeal the Fine. Failure to pay a fine within thirty (30) days of notification will result in an additional Fine of $50.00 for each month the Fine is not paid.

13. Statement of Policy: The structural components of windows, sliding glass doors, entry doors, and exterior garage doors used for automobile entry constitute parts of the exterior walls, and are the responsibility of the Association of Apartment Owners, with the exception of the following:

   a. The rollers, locks, handles, tracks, and appurtenant hardware associated with the above, and the maintenance thereof, to ensure smooth operation is the responsibility of the Owner.
   b. Sliding or swinging Screen/Security Doors and all glass window screens and the maintenance thereof are the responsibility of the Owner.
   c. It is the policy of the Board of Directors that properly maintained windows, sliding glass doors, and entry doors will last the lifetime of the Buildings, provided they are not damaged by events such as earthquakes, windstorms, termites, fire, etc. Since it is the responsibility of the Owner to properly maintain these items, the Board has not planned for future replacement. If replacement is necessary because of deterioration or lack of maintenance, the cost for such replacement will be the responsibility of the Owner. Windows and sliding doors can be replaced with the same style (sliders) and color or tint (dark brown to match the Building trim) without prior Board approval. Materials (anodized aluminum or vinyl) are at Owner discretion, given style and color compliance. The Owner will be responsible for any associated repairs or damage to the Building as a result of the replacement.

Any damage caused by an Owner, a Resident, a Guest of the Owner, or a Guest of a Resident, to any part of the Building normally the responsibility of the Association of Apartment Owners is the responsibility of the Owner.
All interior items, such as but not limited to, the following are the responsibility of the Owner:

- a. Plumbing Fixtures
- b. Medicine cabinets
- c. Sinks
- d. Kitchen cabinets
- e. Ranges
- f. Hood vents
- g. Closet doors
- h. Clothes washers
- i. Tiled shower stalls
- j. Floors
- k. Smoke alarms
- l. Exhaust fans
- m. Light fixtures
- n. Electric sub panels
- o. Water heaters
- p. Mirrors
- q. Mirrored doors
- r. Privacy doors
- s. Clothes dryers
- t. Carpets
- u. Bath tubs and tile

Questions concerning items not listed here should be referred to the Resident Manager for decision by the Phase I Board of Directors.

14. Antennas: Pu‘u Ali‘i Phase I By-Laws currently contain an obsolete clause that prohibits the use of outside antennas and is no longer compatible with existing Federal Regulations. Therefore, in accordance with recent Federal Communications Commission (FCC) regulations and rulings regarding the installation of exterior antennas in communities such as Pu‘u Ali‘i Phase I, direct broadcast satellite (DBS) and multipoint distribution service (MDS) antennas will be allowed on Lanais, but not on any other part of the Buildings, provided the following conditions are met:

- a. The antenna must be installed by a licensed contractor in accordance with the applicable City and County of Honolulu Building Code(s).
- b. The antenna must be no higher or larger than necessary to receive a satisfactory transmission signal. Antennas are not to exceed one meter in diameter.
- c. No part of the antenna may protrude beyond the legal limits of the Apartment, which includes the Limited Common Element space within the inner undecorated or unfinished surfaces of the ceiling, walls, railings, floor, window, and door of the Lanai as defined in Exhibit B, paragraph 4 of the Declaration of Horizontal Property Regime of Pu‘u Ali‘i Phase I.
- d. The antenna may be properly attached to the wall of the Lanai, but not to the floor or railings. It must be removable for Building maintenance. It must not create a safety hazard as judged by Management and/or the Board of Directors.
- e. The color of the antenna, wiring, conduit, and/or related equipment or any supporting structure that is visible from any point outside the Building must be compatible with the existing earth-tone color scheme of the Building.
- f. The Owner will be responsible for any damage or liability that results from the installation. If any Building maintenance requires removal and/or reinstallation of the antenna, wiring, conduit, or related equipment or supporting structures, it will be done at the Owner’s expense.
- g. Any of these restrictions will be considered invalid if it (1) prevents or unreasonably delays antenna installation, maintenance, or use; (2) unreasonably increases the cost of antenna installation, maintenance, or use; or (3) precludes reception of acceptable quality signals.
1. Curtains/Windows Shades: Window coverings or linings visible from the Building exterior should be of a color ranging from white to tan, in order to preserve the harmonious appearance of the Buildings. Bed sheets, shower curtains, or other makeshift window hangings not designed specifically to cover windows, are not allowed.

   a. Holiday Decorations: Appropriate holiday decorations may be externally displayed at a Resident’s Unit from two weeks before a holiday (as defined in these rules) until one week after the holiday, except that decorations for the year end holiday season may be displayed from the day after Thanksgiving until January 10th of the following year. Decorations may not be affixed to a Building in any way that may cause damage to the Building.

   The maximum fine for violation of this standard is $25.00 per month.

2. Air Conditioning: Portable, free standing, completely self-contained units are authorized. A maximum of two 20 amp systems may be approved per Unit. The installation of any type of window mounted unit is specifically prohibited. The installation of split systems may be authorized by the Board of Directors, subject to their consent and written approval. The following minimum requirements are to be established before any consideration by the Board of Directors is given for any split system in the form of written approval:

   a. The Apartment Owner shall submit written installation plans, a building permit for electrical and plumbing modifications, and any product specific maintenance requirements to the Phase II Board of Directors for approval prior to the installation of any split duct system. Roof mounted units are prohibited.

   b. Installation of the air conditioning unit must be completed by a licensed and insured contractor. The air conditioning system must be installed in accordance with the manufacturer’s specifications. The air conditioning unit must be designed to minimize external noise.

   c. All outside equipment must not be visible above the top of the Lanai railing or Garden Court walls. In order to minimize sound transmission between upper and lower units, second floor Apartment Owners need to provide an acoustical barrier between the air conditioning unit and the Lanai surface. Additionally all equipment must be installed within the perimeter of the Lanai, and draining must be plumbed into the Apartment’s existing drainage system. (Owners are not allowed to let the air conditioning system drain to compromise in any way the Building’s structure, the Building’s foundation, or the other surrounding Apartments.) Second floor Apartment Owners wanting to use the existing utility closet for the location of their air conditioning unit must remove the door and jam, then finish the space in a manner that matches the current exterior Building finish of stucco and matching paint.

   d. The Phase II Board of Directors reserves the right to refuse the installation of any air conditioning system that compromises the structural integrity of the Building, or that will have an adverse affect on the surrounding Units.

   e. At all times it will be the responsibility of the Apartment Owner to maintain the
quiet operation of the air conditioning equipment. The Owner will be solely responsible for all periodic maintenance according to manufacturer's specifications. Any complaints by Residents of Phase II with respect to the noise level produced by any outside air conditioning equipment will be subject to review by the Board of Directors and/or the Architectural Standards Committee. The review may consist of, but not be limited to, physical assessment of the equipment in operation, however operation of the air conditioning equipment will cease in the interim until the review is complete. The Board of Directors or Architectural Standards Committee will decide if the complaint warrants any action. If action is warranted, the Apartment Owner will be responsible for all repairs, and/or replacement or removal of the air conditioning equipment. Repairs, replacement, or removal of the air conditioning equipment shall be completed in a reasonable amount of time, as determined by the Board of Directors or Architectural Standards Committee. If Owners choose to remove an air conditioning unit, they are responsible for returning the Building to its original condition before the air conditioning unit was installed, even if the Owners did not originally install the unit.

*The maximum fine for violation of this standard is $500.00 per month.*

3. **Window Tinting**: Window tinting shall be professionally installed and of a bronze color. No other color is acceptable.

*The maximum fine for violation of this standard is $25.00 per month.*

4. **Garden Court Decks**: The installation of a concrete or wood treated (wolmanized lumber) deck within the Garden Court shall meet the following specifications, and must also have received approval from the Phase II Board of Directors before the commencement of any such work:

   a. The area to be covered with concrete (including any piers for a wood deck) shall be specifically treated for termites by a licensed pest control contractor. A copy of the warranty is to be given to the Resident Manager within three (3) working days of treatment.

   b. The deck shall have sufficient drainage away from the Building, with a minimum of one (1) inch clearance from the deck surface to the glass door track.

   c. The concrete or wood deck shall not extend beyond the inside boundaries of the garden wall.

*The maximum fine for violation of this standard is $50.00 per month.*

5. **Garden Court Foliage**: Residents shall control the growth of all plants so as to limit their height to that of the lower window line of the Apartment above. Plants shall be kept off of walls.

*The maximum fine for violation of this standard is $50.00 per month.*
6. **Surface Material:** The installation of any surface material to any Common or Limited Common Element, including Lanais and Entryways, must be approved by the Phase II Board of Directors before the commencement of any such work. The surface material shall be installed so as to provide adequate drainage away from the Building. The Owner shall be responsible for any damage occurring to the structure or the ponds as a result of installation. All surfacing shall be of an earth-tone color, defined as any tint or shade of brown as the primary color, optionally mixed with a secondary color. Tile shall be ceramic and of a four (4) inch minimum to a twelve (12) inch maximum in size. Carpeting shall be of an outdoor type, solid green or brown, and is to be installed according to the manufacturer’s specifications, unless the specifications are in conflict with existing PCA rules, in which case the PCA rules shall prevail.

During regular or necessary maintenance, the Phase II Association shall not be responsible for damage to the surfaces of a Limited Common Element that has been altered by the installation of surface material.

*The maximum fine for violation of this standard is $50.00 per month.*

7. **Screen Doors/Security Doors:** Screen Doors or Security Doors of wood or anodized or reinforced aluminum may be installed without approval of the Phase II Board of Directors, provided the following conditions are met:
   a. Anodized or reinforced aluminum screen doors and security doors shall be a factory applied color of dark bronze or black.
   b. Wooden screen doors shall be painted to match the existing color of the Building trim (Sinclair Norwood Brown) or stained and finished to match the existing Entry Door. Any wood jambs or trim for mounting of the screen door or security door shall be painted the color of the Building exterior (Sinclair Mushroom White).
   c. Ornamentation of the Security Doors shall be limited to simple horizontal, vertical, or diagonal lines. No curves or ornate grillwork is permitted.
   d. Installation shall be completed within three (3) days.

Screen Doors and Security Doors are the responsibility of the Owner and shall be kept in well-maintained condition at all times.

*The maximum fine for violation of this standard is $25.00 per month.*

8. **Entryway Bench:** Treated wood (wolmanized lumber) Benches may be placed within Entryways without approval of the Phase II Board of Directors, provided the following conditions are met:
   a. Benches for lower-level apartments shall be located between the support beam of the upper stairway and the exterior Building wall, and shall remain unattached. Benches for upper-level apartments shall also remain unattached and shall not hamper ingress or egress. Existing Benches that have been approved by the Board are exempt from these requirements.
   b. No Bench shall have a backing, nor shall it exceed a height of two (2) feet from seat to floor, or a width of eighteen (18) inches from front to back and a minimum thirty-six (36) inch wide clearway to all doors shall be maintained.
c. Benches shall be painted to match the color of the Building trim (Sinclair
Norwood Brown)

Other types of Benches will be considered for approval on an individual basis, by submitting a
written request to the Phase II Board of Directors.

The maximum fine for violation of this standard is $50.00 per month.

9. Grill Work: Grill work is not allowed on any exterior windows, doors, or Limited Common
Elements.

The maximum fine for violation of this standard is $50.00 per month.

10. Burglar Alarms: Residents wishing to install Burglar Alarms to the exterior of their
Building shall receive permission beforehand from the Phase II Board of Directors as to location.
Any part of a Burglar Alarm secured to the exterior of a Building shall be painted the same color
as the surrounding structure.

The maximum fine for violation of this standard is $50.00 per month.

11. Entryways/Lanais:

a. **Entryways:** For safety reasons, personal items may not placed in Entryways,
walkways, stairways, or sidewalks. The following are examples of items not
permitted in these Common and Limited Common Areas: footwear racks and boxes
(without prior Board exemption), chairs, boxes, bicycles, and toys. Each Apartment
is allowed a reasonable amount of footwear to be neatly placed under the windows
adjacent to the Entryway. Lower Unit Owners with benches may place their shoes
under the bench provided the bench complies with the bench standard stated in
paragraph 8.

The maximum fine for violation of this standard is $25.00 per month.

b. **Rear/Courtyard Lanais:**
   (1) Storage of sports equipment (which includes bicycles) or excess belongings
on a Lanai is prohibited.

The maximum fine for violation of this standard is $25.00 per month.

   (2) No Owner may allow pets to foul Lanai surfaces. No pet excrement may be
allowed to drain into Fish Ponds from a Lanai. No cleaning material which
is harmful to the fish may be permitted to drain away from a Lanai.

The maximum fine for violation of this standard is $50.00 per month.
House Rules, Architectural Standards and Fining Systems

(3) The hanging of one windchime per Apartment from Lanai Ceilings and Walls is allowed provided the following conditions are met:

(a) Upper Apartments must hang the wind chime a minimum of twelve (12) inches inward from the outside edge of the Lanai ceiling.

(b) Noise complaints will be referred to the Architectural Standards Committee for recommendations to the Phase II Board of Directors. The Architectural Standards Committee will recommend one of the following actions:
   1) Moving of the wind chime to a different location on the Lanai.
   2) Dampening the clapper to help deaden the sound created.
   3) Changing the type of wind chime.
   4) Removal of the wind chime completely.

It is recommended that an effort be made by the Owner to minimize or dampen the volume of sound created by the windchime and that the windchime be removed during high winds or extended absences.

*The maximum fine for violation of this standard is $25.00 per month.*

(4) Clothing or other personal items shall not be left hanging within lanai areas, from Lanai railings, or attached to the exterior trim of the Lanai.

*The maximum fine for violation of this standard is $25.00 per month.*

Note: *Any person/child that would otherwise require adult supervision in another location should never be left unattended on a Lanai.*

12. Lanai Enclosures: No Lanai enclosures are permitted.

*The maximum fine for violation of this standard is $150.00 per month.*

13. Subterranean Termites: Soil or personal improvements shall not encroach upon the metal termite shielding that separates any Building from its foundation. Any damage from termite intrusion that is attributable to Owner negligence shall be the responsibility of the Owner.

*The maximum fine for violation of this standard is $150.00 per month.*

14. Wiring: Modifications and redirection of any wiring configurations from the original Building plan is prohibited without prior written approval of the Phase II Board of Directors. Any damage to a Building caused by unapproved wiring changes shall be the responsibility of the Owner.

*The maximum fine for violation of this standard is $150.00 per month.*
15. **Security Lighting**: Installation of security lights is permitted on Lanais and in Garden Courts. Security lights shall not exceed three hundred (300) watts, singular or combined. Security lights shall be directed so as not to infringe on any other Apartment. Installation of sensors for existing front door entry lights is permitted. Front door entry lights shall be of the original type in use throughout the Phase II.

*The maximum fine for violation of this standard is $50.00 per month.*

16. **Request for Modification**: If any Owner wishes to make modifications to his or her Apartment that could affect the structural integrity or exterior appearance of the Building or otherwise influence the value or reasonable enjoyment of the surrounding Apartments, the Owner shall first petition the Phase II Board of Directors with as much information as possible as to the Owner’s intent. The Phase II Board of Directors shall make every effort to return a decision to the Apartment Owner within forty-five (45) days.

Second floor Apartment Owners wishing to replace the flooring material on the main floor of their Apartment with any hard surface flooring are required to do the following:

- **First**: Petition the Phase II Board of Directors to make changes to the main floor flooring material of their Apartment. The Phase II Board of Directors has no authority in the choice of flooring material selected by the Individual Owner unless it is proven the new flooring material will compromise the structural integrity of the Building or the value of the surrounding Units. The petition for change of flooring material and the installation method must be approved by the Phase II Board of Directors prior to commencement of work. Following receipt of approval, the Owner shall notify the Owner of the Apartment below as to the schedule of construction.

- **Second**: Re-secure the existing sub-flooring with screws (1-1/4" to 1-1/2" in length) to the existing floor joists to help minimize squeaking/creaking.

- **Third**: Provide an acoustic barrier as recommended by the flooring manufacturer between the existing sub-floor and the new hard surface floor.

- **Fourth**: Install the new hard surface flooring per the manufacturer’s instructions. It is up to the Owners of the Apartment to choose to personally install the flooring, use a contractor, or some other arrangement of their own making.

If the Owners agree to the above conditions and proceed with the installation of a new hard surface, they may still be required by the Board to modify or remove the flooring if an unacceptable noise level still results.

*The maximum fine for violation of this standard is $150.00 per month.*
17. **Potted Plants:** For safety reasons, Potted Plants are not to be placed on or suspended from Stairways, Railings, Entryways, and Common Areas. They may be placed on Lanais to enhance the appearance of the Property under the following conditions:

   a. Place plants so as not to create a safety hazard or cause any Building/Property damage. This includes allowing ingress/egress lanes to all doors and disallowing plants from growing or climbing onto any part of the Building.
   
   b. Remove diseased, dead, or dying plants from any conspicuous Limited Common Area.
   
   c. Maintain plants so as not to cause run-off of liquids or spill of debris into the Koi Ponds.
   
   d. Comply with these additional provisions regarding Hanging Plants:
      1. Limit size of hanging pots to a maximum of 12 inches in diameter.
      2. Use hooks that are black, brown, or bronze in color.
      3. Space hooks no closer than 24 inches apart.
      4. Seal hooks with silicone sealant.
      5. Strongly advised to hang potted plants from self-closing safety hooks on Lower Units.

Additionally, plants on upper Units must comply with the following standards:

   
   b. Safely secure hanging plants a minimum of 12 inches inward from the outside edges of the Lanai ceilings.
   
   c. Maintain plants so as not to allow dry/dead foliage, water, soil, chemicals, etc. to drip onto the lower Apartment Lanais and grounds.

Any damage to a Building and/or its Common Area caused by an Owner's plants shall be the responsibility of the Owner.

*The maximum fine for violation of this standard is $50.00 per month.*
1. **Introduction:** The Architectural Control Standard, established by the Poha Kea Point Phase III Association of Apartment Owners' Board of Directors are intended to achieve the following objectives and guidelines:
   a. To maintain architectural uniformity and control.
   b. To promote and maintain the exclusiveness and attractive appearance of Poha Kea Point.

The Phase III Board of Directors wish to emphasize that all Residents are required to adhere to the Architectural Control provisions stated in the By-Laws and the Declaration of Condominium Property Regime. The By-Laws also provide that these rules may be modified and amended at any time by the Phase III Board of Directors, provided that Apartment Owners be given notice and an opportunity to be heard.

2. **Air Conditioning:** Portable, free standing, completely self-contained units are authorized. A maximum of two 20 amp systems may be approved per Apartment. **The installation of any type of window mounted unit is specifically prohibited.** The installation of ductless split systems may be authorized by the Board of Directors subject to their consent and written approval.

The following **minimum requirements** are established before any consideration by the Board of Directors is given for the installation of any ductless split system.
   a. Installation must be completed by a licensed contractor in accordance with the installed system’s manufacturer’s specifications. Building Permits (for electrical modifications) and installation plans must be submitted along with the manufacturer’s specifications and maintenance requirements.
   b. Installation of all outside equipment must not be visible above the top of the Lanai railing or Garden Lanai wall. Additionally, all equipment must be installed within the perimeter of the Lanai, and draining condensation must be directed to the Lanai floor drain or away from the Building or Lanai walls on Garden Lanai Apartments.
   c. The Board of Directors reserves the right to refuse the installation of any ductless system.
   d. It will be the responsibility of the Apartment Owner to maintain the quiet operation of all air conditioning equipment. In order to ensure the continual quiet operation of the equipment outside the Apartment, the Owner will be solely responsible for all periodic maintenance according to the manufacturer’s specifications. Any complaint by any Resident of Phase III with respect to the noise level produced by any outside equipment will be subject to review by the Board of Directors or a Designated Director. Review may consist of, but not be limited to, physical assessment of the equipment in operation. The Board of Directors or the Designated Director will decide if the complaint warrants any further action. If action is warranted, the Apartment Owner will be responsible.
for all repairs and/or replacement of the air conditioning equipment before the system is operated again. Repairs and/or replacement of equipment will be completed in a reasonable amount of time which will be determined by the Board of Directors or the Designated Director. The Apartment Owner is responsible for all costs of repair and/or replacement of any air conditioning equipment.

The fine for violation of this standard is $500.00 per month.

3. **Automobiles**: Automobiles that are rusted out, encrusted with mud or other unsightly materials, or are otherwise dilapidated, not properly and currently licensed, with outdated inspection stickers, or those vehicles that present a hazard to the Property or its Occupants, shall be subject to citation and removal at the Owner’s expense.

4. **Benches**: Entryway benches must be approved by the Phase III Board of Directors on a case-by-case basis.

5. **Bicycles/Sporting Equipment**: Bicycles and other sporting equipment shall not be stored or chained to any part of the Property such as walkway railings, pillar supports, or be kept in areas deemed to cause a safety hazard or nuisance.

6. **Burglar Alarms**: Installation of alarm elements on the exterior of the Building must be approved by the Phase III Board of Directors.

7. **Entryways**: Permitted within Entryways will be a door mat no larger than the width of the door. Tiling, carpeting, or other outdoor surface is prohibited. Signs on the exterior of the Building or Entryway Doors must be approved by the Phase III Board of Directors on a case-by-case basis. Decorative and/or Holiday adornments shall be allowed on Entryway Doors/Screens only during the month of the related Holiday. For safety reasons, items of personal property must not obstruct the Entryway, walkway, stairway, driveway, or sidewalk; and the number of footwear may not exceed the number of Occupants, and will be arranged in an orderly fashion.

8. **Garage Doors**: Garage doors shall remain closed if the garage is left unattended.

9. **Garden Lanais**: These areas shall not be used for the storage of personal property and not kept in an unsightly manner. Owners of Apartments with Garden Lanais are encouraged to landscape and maintain these areas. The following limitations and guidelines apply to the landscaping:

   a. Ground covers such as grass, flowers, rocks and concrete can be used without approval of the Phase III Board of Directors. No trees taller than the height of the surrounding walls are allowed.

   b. If an Owner wishes to do any excavating or more extensive landscape work, prior approval from the Phase III Board of Directors is needed. The Owner is required to submit written plans for the type of work to be done.

   c. Building additions, enclosures, awnings, or other overhangs are prohibited in the Garden Lanai Areas.

   d. Installation of jacuzzis (portable or in-ground) is prohibited in the Garden Lanai Areas.
10. Grill Work: Safety grill work is not allowed on any exterior windows, doors, or Limited Common Elements.

11. Lanais: Enclosure of Lanais is not permitted until such time as the Phase III Board of Directors can establish guidelines that are acceptable to the Department of Land Utilization and a seventy-five percent (75%) majority vote of the Phase III Association of Apartment Owners (AOAO) has been given.

Clothing or other personal items shall not be hung within the Lanai area, from Lanai railings, or attached to the exterior trim of the Lanai for any purpose whatsoever, as stated in Article V, section 3 of the AOAO Poha Kea Point Phase III By-Laws. As of the date of this addendum, decorative wall hangings or adornments must be approved by the Phase III Board of Directors on a case by case basis. At this time, the installation of Lanai shades or blinds is not permitted.

12. Lanai Floor Surfacing: Tile or any similar outdoor surfacing is permitted within Lanai areas only, subject to approval by the Phase III Board of Directors. The surfacing must be of an earth-tone color, defined as any tint or shade of brown as the primary color, optionally mixed with a secondary color. The surfacing must be installed to provide adequate drainage away from the Building and not block any existing drainage. The Owner is responsible for any damage occurring to the structure as a result of the installation. The Association will not be responsible for damage occurring to Owner installed surfacing on any Limited Common Element during periods of regular or necessary maintenance.

13. Potted Plants: Potted plants may not be placed in stairways, walkways, sidewalks, driveways, parking stalls, or on walkway railings, Lanai railings. Potted plants may be placed in individual entryways to enhance the appearance of the Property, however plants must be placed in the area using good judgment, and as not to present a safety hazard or cause damage to the Building or Property.

14. Screen Doors: Screen doors of anodized aluminum or wood frame may be installed without approval of the Board of Directors, provided the following conditions are met:
   a. Anodized aluminum doors shall be dark bronze in color, factory finished.
   b. Wooden screen doors shall be painted to match the existing color of the door trim or stained and varnished to match the existing Entry Door. Any wood jam or trim for mounting of the screen door shall be painted the color of the Building trim.
   c. Installation shall be complete within three (3) days.

Screen doors are the responsibility of the Apartment Owner and shall be kept well maintained.

15. Window Curtains/Shades: Window and Lanai door coverings or linings, visible from the Building exterior, should be of a color ranging from white to tan only, and shall be maintained in good order, free of fading, tears or other damage. Makeshift coverings, not designed for the purpose of covering windows, are not allowed.

16. Window Tinting: The use of LLUMAR and 3M Scotchtint Window Film are authorized for use as window tinting film within Phase III Apartments. These films do not have a mirrored
appearance from the outside. Window tinting must be accomplished by a licensed and bonded contractor. Individual Owner installation is not authorized. The use of any film other than those specified above must be specifically approved by the Phase III Board of Directors.

The fine for violation of this standard is $150.00 per month.

17. Request for Modification: If an Owner wishes to make modifications to an Apartment that will affect the structural integrity or exterior appearance of the Building, or otherwise influence the value of surrounding Apartments, the Owner must first petition the Phase III Board of Directors for approval. In the case of a hard-surface flooring installation within the Apartment, the Owner should consult with Owners that may be effected PRIOR to submission of the request to the Board, and ensure that the installation is made in accordance with the material manufacturer’s specifications and the respective flooring industry installation standards. Written information on intent is required and, if necessary, submittal of structural plans and any required permits. The Phase III Board of Directors will make every effort to return a decision within sixty (60) days.

18. Fining System: The provisions of this Fining System are applicable to all Poha Kea Point Phase III Owners and Residents. If an Owner, Renter, Lessee, Tenant or Occupant, or Guest of an Owner, Renter, Lessee, Tenant or Occupant fails to comply with the provisions of the House Rules or Architectural Standards, Fines may be imposed pursuant to the authority set forth in the By-Laws of the Association of Apartment Owners of Poha Kea Point Phase III.

Copies of all written notices of violations issued to Tenants will be sent to appropriate Apartment Owners and/or Rental Agents.

19. Fining Procedures: When the Resident Manager or other authorized agent of the Association becomes aware of a violation, the Resident Manager, Managing Agent or the Phase III Board of Directors will give written notice to the Resident that the Resident or someone in his charge is in violation of the House Rules or Architectural Standards. If the Resident corrects the violation within the time specified, no further action will be taken. If the Resident does not come into compliance with Architectural Standards within the time specified on the citation, the Managing Agent will give notice to the Resident and Owner/Agent by Certified Mail (and when possible, by telephone) that the Resident is in violation of the Architectural Standards. Any related expense incurred by the Association will be billed to the Owner. If the violation is then corrected within the specified times, no further action will be taken.

If the previous steps prove unsuccessful, the matter will then be addressed by the Phase III Board of Directors, which will then review all evidence and decide on the course of action, which may include levying a Fine in accordance with the Fining Guidelines.

Owners will be notified by Certified Mail of the actions taken by the Phase III Board of Directors, which will then review all evidence and decide on the course of action, which may include levying a Fine in accordance with the Fining Guidelines.
A Fine relating to the violation of Architectural Standards is due and payable in full with the Owner's next monthly Maintenance Fee. Fines not paid within thirty (30) days are subject to penalties as outlined in the Fining Guidelines.

20. **Enforcement of Fining System**: Ultimate authority, as well as administrative responsibility for enforcement of the Fining System, rests with the Phase III Board of Directors.

21. **Fining Guidelines**: Unless otherwise noted above, each violation of any Architectural Control Standards is subject to a Fine of up to $50.00 for each occurrence, or up to $50.00 per day for continuous violations. Failure to pay a Fine within thirty (30) days of the notification will result in an additional Fine of $50.00 for each month the Fine is not paid.
1. Introduction: The Standards for Architectural Control and attendant Fining System established by the Phase IV Board of Directors, in addition to the Pu‘u Ali‘i Community Association (PCA) House Rules & Architectural Standards, Poha Kea Point Phase IV By-Laws and Declaration of Condominium Property Regime of Poha Kea Point Phase IV, are intended to achieve the following objectives within the Phase IV area of responsibility:

   a. To maintain architectural uniformity and control.
   b. To promote safety.
   c. To maintain and enhance property value.
   d. To protect and maintain the exclusiveness and attractive appearance of Poha Kea Point.

The Phase IV Board of Directors wishes to emphasize that all Residents, Owners and Occupants alike, are required to adhere to the Architectural Control provisions stated in the By-Laws and the Declaration of Condominium Property Regime.

Phase IV By-Laws provide that these rules may be modified and amended at any time by the Phase IV Board of Directors, provided that Apartment Owners be given notice and an opportunity to be heard.

The following standards, with attendant Fines for violation thereof, are herewith established for Poha Kea Point Phase IV in accordance with its By-Laws as well as those provision and procedures as outlined in the PCA House Rules and Architectural Standards, and are effective upon receipt.

2. Air Conditioning: Portable, free standing, completely self-contained units are authorized. A maximum of two 20 amp systems may be approved per Apartment. The installation of any type of window units is specifically prohibited. The installation of ductless split systems may be authorized by the Board of Directors subject to their consent and written approval.

The following minimum requirements are established before any consideration by the Board of Directors is given for the installation of any ductless split system.

   a. Installation must be completed by a licensed contractor in accordance with the installed system’s manufacturer’s specifications. Building Permits (for electrical modifications) and installation plans must be submitted along with the manufacturer’s specifications and maintenance requirements.
   b. Installation of all outside equipment must not be visible above the top of the Lanai railing or Garden Lanai wall. Additionally, all equipment must be installed within the perimeter of the Lanai and Lanai wall. Additionally, all equipment must be installed within the perimeter of the Lanai and draining condensation must be directed to the Lanai floor drain, or away from the Building or Lanai walls on
Garden Lanai Apartments.

c. The Board of Directors reserves the right to refuse the installation of any ductless system.

d. It will be the responsibility of the Apartment Owner to maintain the quiet operation of all air conditioning equipment. In order to ensure the continual quiet operation of the equipment outside the Apartment, the Owner will be solely responsible for all periodic maintenance according to manufacturer's specifications. Any complaint by any Resident of Phase IV with respect to the noise level produced by any outside equipment will be subject to review by the Board of Directors or Designated Director. Review may consist of, but not be limited to, physical assessment of the equipment in operation. The Board of Directors or a Designated Director will decide if the complaint warrants any further action. If action is warranted, the Apartment Owner will be responsible for all repairs and/or replacement of the air conditioning equipment before the system is operated again. Repairs and/or replacement of equipment will be completed in a reasonable amount of time which will be determined by the Board of Directors or the Designated Director. The Apartment Owner is responsible for all costs of repair and/or replacement of any air conditioning equipment.

The fine for violation of this standard is $500.00 per month.

3. Entryway Benches and Appurtenances: Entryway benches, small tables, shoe racks, etc. must be approved by the Phase IV Board of Directors on a case by case basis.

The fine for violation of this standard is $50.00 per month.

4. Bicycles and Sporting Equipment: Bicycles and other sporting equipment shall not be stored or chained to parts of the Property such as walkway railings, pillar supports or the like.

The fine for violation of this standard is $50.00 per month.

5. Burglar Alarms and Security Lighting: Installation of alarm elements on the exterior of Buildings is prohibited. Security lighting will be approved by the Phase IV Board of Directors on a case-by-case basis.

The fine for violation of this standard is $50.00 per month.

6. Entryways: Door mats no larger than the width of the front door are permitted. Tiling is permitted for single entry Apartments only (11,14,17,21, 22, and 51) and must be approved by the Phase IV Board of Directors on a case by case basis. The tile must be of an earthtone color, and installed to provide adequate drainage away from the Building and not block any existing drainage. The Owner is responsible for any damage occurring to the structure or other Apartments as a result of the installation. The Association will not be responsible for damage resulting from regular or necessary maintenance actions to the Owner installed tile on any Limited Common Elements.
For safety reasons, items of personal property must not obstruct entryways, walkways, stairways, driveways, or sidewalk areas.

*The fine for violation of this standard is $75.00 per month.*

7. **Garage Doors:** For security and occupant safety, garage doors shall remain closed if left unattended.

*The fine for habitual violation of this standard is $25.00 per occurrence.*

8. **Garden Lanais:** These areas shall not be used for storage of personal property, or kept in an unsightly manner. Owners of Apartments with Garden Lanais are encouraged to landscape and maintain these areas. The following limitations and guidelines apply to the landscaping:
   a. Ground cover such as grass, flowers, rocks, and concrete may be used without approval from the Phase IV Board of Directors. No trees taller than the height of the surrounding wall are allowed.
   b. If an Owner wishes to do any excavating for more extensive landscaping work, prior approval from the Phase IV Board of Directors is needed. The Owner is asked to submit written plans for the type of work to be done.
   c. Building additions, enclosures, awnings, or other overhangs are prohibited in Garden Lanai Areas.
   d. Installation of jacuzzis (portable or in-ground) is prohibited in Garden Lanai Areas.

*The fine for violation of this standard is $150.00 per month.*

9. **Grill Work:** Safety grill work is not allowed on any exterior windows, doors, or Limited Common Elements.

*The fine for violation of this standard is $150.00 per month.*

10. **Lanais:** Lanais may be furnished appropriately with chairs, lounges and small tables and kept in an orderly manner. Refrigerators and other articles not usually considered normal Lanai furniture shall not be permitted on the Lanais. Lanais shall not be used as storage areas for sports and play equipment (bicycles, surfboards, rafts, exercise items, etc.), surplus cartons, boxes or any other types of excess belongings. Lanais may not be enclosed with railings, fencing, screens, etc. Clothing or other personal items shall not be hung within Lanai areas, from Lanai railings, on walkway or garden walls, or be attached to the exterior trim of the Lanai for any purpose. For safety reasons, potted plants, wind chimes and other ornaments shall not be hung from Lanai ceilings or walls. Holiday decorations may be displayed on Lanais from mid-November to mid-January.

*The fine for violation of this standard is $50.00 for each occurrence or up to $50.00 per day for continued violation.*
11. **Lanai Shades and Blinds:** The installation of Lanai shades is not permitted. Hurricane protection screens may be installed on Lanais, subject to approval by the Phase IV Board of Directors. Hurricane protection screens may only be deployed during high wind or hurricane alerts.

*The fine for violation of this standard is $50.00 for each occurrence or up to $50.00 per day for continued violation.*

12. **Lanai Floor Surfacing:** Tiling or any similar outdoor surfacing is permitted within Lanai areas only (except for single entry Unit as noted in Paragraph 6. Entryways), subject to approval by the Phase IV Board of Directors. The surfacing must be of an earth-tone color, and installed to provide adequate drainage away from the Building and not block any existing drainage. The Owner is responsible for any damage occurring to the structure or other Apartments as a result of the installation. The Association will not be responsible for damage resulting from regular or necessary maintenance actions required by Owner installed surfacing on any Limited Common Elements.

*The fine for violation of this standard is $50.00 per month.*

13. **Potted Plants:** Potted plants may not be placed on sidewalks, driveways, parking stalls, or on walkway railings, Lanai railings, or suspended from Lanai ceilings. Potted plants may be placed in individual Entryways, on stairways and walkways to enhance the appearance of the Property. Plants must be placed in areas so as not to present a safety hazard or cause damage to the Building or Property.

*The fine for violation of this standard is $50.00 for each occurrence or up to $50.00 per day for continued violation.*

14. **Screen Doors:** Screen doors of anodized aluminum or wood frame may be installed without approval of the Board of Directors, provided the following conditions are met:
   a. Anodized aluminum doors shall be dark bronze in color, factory finished.
   b. Wooden screen doors shall be painted to match the existing color of the door trim or stained and varnished to match the existing entry door. Any wood jam or trim for mounting of the screen door shall be painted the color of the Building trim.
   c. Installation shall be completed within three (3) days.

Screen doors are the responsibility of the Apartment Owner and shall be kept well maintained.

*The fine for violation of this standard is $50.00 per month.*

15. **Window Curtains and Shades:** Window and Lanai door coverings or linings visible from the Building exterior should be of a color ranging from white to tan only, and shall be maintained in good order, free of fading, tears or other damage. Makeshift coverings, not designed for the purpose of covering windows, are not allowed.

*The fine for violation of this standard is $50.00 per month.*
16. **Vehicles and Parking**: Vehicles that are in an obvious state of disrepair, dilapidated, inoperable or used exclusively as a storage dump shall be subject to removal from the Property at the apartment and/or vehicle Owner's expense.

*The fine for violation of this standard is $100.00 per month.*

17. **Steps and Stairways**: Owners, only, may request in writing to the Phase IV Board of Directors authorization to apply a non-skid type material to the steps/stairways leading to their Apartment for appropriate safety considerations. Any such non-skid material shall be of the same color as the steps themselves. Once applied, it shall become the responsibility of the Owner to maintain said non-skid material in a proper condition of repair and appearance.

*The fine for violation of this standard is $150.00 per month.*

18. **Window Tinting**: The use of LLUMAR and 3M Scotchtint Window Film are authorized for use as window tinting film within Phase IV units. These films do not have a mirrored appearance from the outside. Window tinting must be accomplished by a licensed and bonded contractor. Individual Owner installation is not authorized. The use of any film other than those specified above must be specifically approved by the Phase IV Board of Directors.

*The fine for violation of this standard is $150.00 per month.*

19. **Request for Modifications**: If an Owner wishes to make modifications to an Apartment that will affect the structural integrity or exterior appearance of the Building, or otherwise influence the value of surrounding Apartments, the Owner must first petition the Phase IV Board of Directors for approval. In the case of a hard-surface flooring installation within the Apartment, the Owner should consult with the Owners that may be affected PRIOR to submission of the request to the Board, and ensure that the installation is made in accordance with the material manufacturer's specifications and the respective flooring industry installation standards. Written information on intent is required and, if necessary, submittal of structural plans and any required permits. The Phase IV Board of Directors will make every effort to return a decision within sixty (60) days.

PU‘U ALI‘I / POHA KEA POINT

A Friendly Reminder

PuuAlii

Date __________________ ______ Time __________________

Name __________________ Unit __________________

The Pu‘u Ali‘i Community Association (PCA) House Rules and Individual Phase Architectural Standards are designed to promote maximum enjoyment of the community and harmonious relations among our residents while preserving and enhancing our Community’s safety, property values, attractive appearance and reputation as an exclusive and esteemed residential community.

It would be greatly appreciated if you would correct the following condition(s).

Article: ____________________________________________

Page: ______________________________________________

Condition: __________________________________________

Your cooperation in correcting this condition in a timely manner (two weeks) is greatly appreciated. If you have any questions or concerns regarding this reminder, please contact the Chair of the Phase ______ Architectural / Building Committee, ______________________ at ___________ or the Resident Manager at 235-0320.

Resident Manager
PU’U ALI’I / POHA KEA POINT

This is your second notice...
Date _______________ Time _______________
Name ___________________ Unit ____________

Article: __________________________________
Page: ____________________________________
Condition: ________________________________

The House Rules/Architectural Standards, at Pu’u Ali’i and Poha Kea Point are designed to ensure the beauty and integrity of our property in a uniform manner. Please remedy the aforementioned grievance as soon as possible. If the situation is not resolved within two weeks, the matter will be referred to your respective Phase Board of Directors, resulting in a possible fine being issued. If there is a complication preventing your compliance, please contact the respective Phase Chair of the Architectural /Building Committee, at ____________________ or the Resident Manager at 235-0320. Your cooperation in this matter is greatly appreciated.

Resident Manager

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