

**KA'ULU BY GENTRY III**  
Association of Unit Owners

**PROJECT RULES**

<b>Introduction</b>
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Gentry Kalaeloa, LLC, a Hawaii limited liability company (the "**Developer**"), being the current Owner of all of the Units in the Ka'ulu by Gentry III condominium project ("**Ka'ulu by Gentry**" or the "**Project**"), and acting as and on behalf of the Association of Unit Owners of Ka'ulu by Gentry III (the "**Association**") and the Association's initial board of directors (the "**Board of Directors**" or the "**Board**"), hereby adopts the following rules and regulations (these "**Project Rules**") as the rules and regulations for Ka'ulu by Gentry.

Ka'ulu by Gentry is one of the condominiums that will be located in an area called the "Joint Development Area", as defined in the Declaration of Condominium Property Regime of Ka'ulu by Gentry III, as amended from time to time (the "**Declaration**"). It is the Developer's intent that these Project Rules will apply to Ka'ulu by Gentry and to all of the other condominiums located within the Joint Development Area. Ka'ulu by Gentry and all of the other condominiums located within the Joint Development Area are collectively referred to in these Project Rules as "Ka'ulu by Gentry". Any term not defined in these Project Rules will have the meaning given to it in the Declaration. These Project Rules are subject and subordinate to the Declaration and the Bylaws of the Association of Unit Owners of Ka'ulu by Gentry III (the "**Bylaws**"). These Project Rules are meant to supplement and be consistent with the Declaration and the Bylaws, but are subject to the Declaration and the Bylaws. In the event of any conflict or inconsistency between the provisions of these Project Rules and those of Hawaii Revised Statutes, Chapter 514B (the "**Act**"), the Declaration or the Bylaws, the provisions of the Act, the Declaration or the Bylaws, as the case may be, will govern and control, and the Board of Directors will make such changes to these Project Rules from time to time to comply with the Act, the Declaration and the Bylaws.

**I. ESTABLISHMENT OF RULES AND REGULATIONS; PURPOSE**

**A.** The primary purposes of these Project Rules are to help protect all Residents from annoyance and nuisance caused by improper use of the Units, to help protect and preserve Ka'ulu by Gentry's reputation and desirability, and to enhance the use and enjoyment by Residents of their Units and their limited common elements, as well as the common element areas.

**B.** These Project Rules may be amended by the Board and/or the Association as provided in the Declaration and/or the Bylaws; provided, however, that, during the Declarant Control Period, the Developer has the right to amend and repeal these Project Rules on behalf of the Association. Any future amendments will supersede any and all previously adopted rules and regulations.

**C.** The Board of Directors has the authority and responsibility to enforce these Project Rules. The Board of Directors may delegate some or all of this authority to the Managing Agent or the Manager pursuant to the terms of the Declaration and the Bylaws. During the Declarant Control Period, the Developer will also have the right and authority, but not the obligation, to enforce these Project Rules.

**D.** These Project Rules apply to all Owners and occupants (collectively, "**Residents**") of Units in Ka'ulu by Gentry and to all others who are within Ka'ulu by Gentry at any time, including guests, tenants, delivery persons and service persons, and all Residents are bound by these Project Rules and by standards of reasonable conduct whether covered by these Project Rules or not; provided, however, that, unless Developer specifically subjects itself to one or more of these Project Rules, these Project Rules will not apply to Developer and Developer will not be obligated to observe or perform any of these Project Rules. Neither the Developer, the Board, the Manager nor the Managing Agent will be responsible for any noncompliance or violation of these Project Rules by the Residents.

E. Because these Project Rules are intended to apply to the Project and to all of the other condominiums located within the Joint Development Area and because the project rules of other condominiums located within the Joint Development Area will apply to the Project, there may be references in the various rules to things and matters that may not apply to all of the various condominiums. For instance, although no Gazebo or Mail Pavilion exists in the Project, because those things do or may exist in other condominiums located within the Joint Development Area and because the rules relating to those things still apply to Residents of the Project, these Project Rules will include references and provisions relating to those things.

## II. USE AND CONDUCT

A. **Use of Units Generally.** The Residential Units must at all times be occupied and used only as private, residential dwellings by the respective Residents thereof, their families, tenants and social guests (herein sometimes collectively and/or individually referred to as "occupant" or "occupants" as appropriate), in accordance with Applicable Laws, the Declaration, the Bylaws and these Project Rules, and for no other purposes; provided, however, that the Residential Units may be used by the Owner for Home-Based Small Businesses (as defined in the Declaration) if the Owner also uses the Unit as his or her principal residence; and provided, further, that the Manager may use the Residential Unit he or she occupies and any other office, room or building within the Project in connection with his or her duties as Manager. Except for use as Home-Based Small Businesses and except for use by or for the Developer, the Association, the Managing Agent and/or the Manager, no Residential Unit can be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose. Notwithstanding anything in the previous sentences to the contrary, the Developer may use any Residential Unit owned by the Developer, or any other Residential Unit with the permission of the owner, for a model unit, a sales office or such other purposes as the Developer deems appropriate.

B. **Use of Parking Stalls Generally.** Each Parking Stall Unit and each common element parking stall may only be used as a parking stall for operational vehicles. Violation of the Project's parking rules could lead to towing of vehicles without notice to the owner and at the owner's expense.

C. **No Short-Term Rentals.** Leasing or renting of Units for periods shorter than ninety (90) days is prohibited.

D. **Conduct.** Residents are responsible for their conduct and for the conduct of the other occupants of and guests to their Unit, ensuring that their behavior is neither offensive to any Resident nor damaging to any portion of the Project.

E. **Use by Owner's Co-Occupants.** Subject to Applicable Laws, these Project Rules, the Declaration and the Bylaws, Units may be occupied by a Resident's family members, tenants, domestic employees and guests. All persons occupying the Unit must abide by these Project Rules, and the Unit Owner will be fully responsible for the conduct of all occupants in the Owner's Unit.

F. **Conduct of Occupants.** Conduct of a Unit's occupants will be the responsibility of the Unit Owner. If the Unit Owner is unable to assure that the conduct of the Unit's Residents abides by these Project Rules, then, upon the request of the Board of Directors, the Manager or the Managing Agent, such Residents will immediately be removed from the Project, without compensation for any damage or loss incurred.

G. **Absent Owners; Appointment of Local Agent.** An Owner who will be absent from their Unit for more than thirty (30) consecutive days must (i) designate, in writing to the Manager or the Managing Agent, a local agent, friend or domestic employee who lives in the City and County of Honolulu to represent the Owner's interests and assume responsibility for the contents of the Unit and the Unit's limited common elements during the Owner's absence, and, (ii) at the Owner's expense, have such agent, friend or domestic

employee conduct periodic inspections of the closed Unit. Such Owners must file with the Manager or the Managing Agent their out-of-Project address, telephone number and email address and the address, telephone number and email address of their local agent, friend or domestic employee.

**H. Payment of Common Assessments.** Each Owner must pay his or her Common Assessments, special assessments and other charges when due. The Association will have available for inspection by Owners a schedule of the then-current common expenses and assessments for Common Assessments. Unless Developer provides otherwise, an Owner's obligation to pay Common Assessments for his or her Unit commences on the day the Owner becomes the owner of the Unit. Common Assessments are payable by the Owner in advance on the first day of each and every month.

**I. Application of Payments.** All sums received by the Association for or on behalf of a Unit Owner will be applied by the Association in the following order: (a) outstanding Common Assessments regularly assessed against all Residential Unit Owners; (b) attorney's fees and other costs of collection; (c) accrued interest; (d) late charges; (e) outstanding Common Assessments other than regular assessments; (f) other fees and costs due to the Association; (g) current Common Assessments other than regular assessments; and (h) current regular Common Assessments; provided that if a Unit Owner has designated that any payment is for a specific charge that is not a Common Assessment as described in this section, then the payment may be applied in accordance with the Unit Owner's designation even if Common Assessments remain outstanding. If application of these priorities results in the delinquency of a Common Assessment (e.g., a payment is insufficient to cover all amounts then due to the Association), then a late charge may be assessed on the delinquent Common Assessment.

**J. Water Facilities/Sewer Lines.** Toilets, sinks, and other water or sewer facilities in the buildings containing Attached Multi-Family Units must not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags, sanitary napkins, tampons, paper towels, dental floss and other materials that may clog sewer lines must not be thrown into or flushed down such facilities. If such items are found in such facilities, then the cost to clean such facilities will be charged to the Owner of the Unit in which such facilities are located. Water should not be left running for an unreasonable length of time. Any damage anywhere resulting from misuse of any toilets, sinks or other water facilities in a Unit must be repaired and paid for by the Owner of such Unit at his or her sole expense.

**K. Section H of the Declaration.** Section H of the Declaration includes both general and specific use restrictions with respect to the Project, all of which must be adhered to.

### **III. COMMON AREAS, ENTRANCES, AND LANAIS**

**A. Obstructions; Uses.** No items of personal property, including shoes, slippers, bikes, surfboards, packages, boxes or crates are to be left, parked or allowed to stand in any part of the common areas, except as may be specifically permitted by the Declaration, the Bylaws or these Project Rules. Any item of any kind left in any of the common element areas will be deemed abandoned and will be removed at the owner's risk and expense at the direction of the Board of Directors, the Managing Agent or the Manager. The Board of Directors, the Managing Agent or the Manager may sell the personal property in a commercially reasonable manner, store it at the expense of the owner, donate the personal property to a charitable organization, or otherwise dispose of the personal property at its sole discretion, in accordance with Section 514B-139 of the Act.

**B. Lost Property.** Neither the Board, the Manager nor the Managing Agent will be responsible for packages or other deliveries or personal property left at doors of Units or any other undesignated place on the Project, or left with the Manager or any employee of the Association.

**C. Access Ways.** The walkways, driveways, sidewalks, passageways, stairways and corridors must not be obstructed or used for any purpose other than ingress (entrance) and egress (exit), unless otherwise approved by the Board in writing. Mechanically powered vehicles (e.g., ATV's, motor

bikes, e-bikes, mini motor bikes) are NOT allowed on the walkways, sidewalks and pedestrian passageways. Sidewalks are intended for walking. Pedestrians always have the right of way.

**D. Bicycles, etc.** Bicycles, e-bikes, skateboards, rollerblades, scooters, surfboards and related items must not be left or allowed to stand on any part of the Project, other than within the confines of a Unit or garage or, subject to restrictions on length of use, within a common element rack set aside or assigned for such purposes. Other than roadways where vehicles are allowed, bicycles, e-bikes, skateboards, rollerblades, scooters and related vehicles must not be operated on the common areas of the Project.

**E. Laundry, etc.** Textile items, including towels, sheets, bathing apparel, clothing, brooms, mops, carton containers, etc., must NOT be placed on walkways, sidewalks and passageways, or in or on windows, lanais, or balconies so as to be visible from outside the Unit. The use of clotheslines and clothes racks outside of a Unit is not permitted.

**F. Throwing Objects from Buildings.** Nothing can be thrown from windows, doors or upstairs lanais, including cigarettes, matches, trash, water, dust and debris.

**G. Dusting or Shaking Objects from Windows.** The cleaning of rugs or other objects by shaking from windows, doors or lanais is not allowed at Ka'ulu by Gentry.

**H. Entrances.** No more than four pairs of footwear can be kept at the front entrance at any given time and such footwear must be kept clean and in an organized manner. No structure is allowed to be placed outside of a Unit to keep footwear organized. Nothing is to be placed on any fire extinguishers outside of a Unit.

No personal plants are to be placed on any of the common areas. Potted plants kept outside of the entrance to an Attached Multi-Family Unit are to be placed no more than one foot from the entrance and one foot away from the building's wall. There must not be any items blocking, or within three feet of, any common element fire extinguishers. Other than a maximum of two 5-gallon-sized pots, no structures are allowed for the holding or supporting of plants, whether such plants are real or artificial.

Potted plants, planter beds, vines, bikes, shoes, etc., are not allowed on any external staircases. Solar pathway lights must not be installed at front entrances or along sidewalks or walkways.

**I. Trash Disposal and Collection.** Except from 5:00 p.m. on the day prior to a scheduled trash pickup day until 10:00 p.m. of the scheduled trash pickup day, (i) trash and recycling bins for Detached Single-Family Units must be located in the Unit's garage or behind the Unit's Privacy Fence, and (ii) trash and recycling bins for Attached Multi-Family Units must be located in the Unit's garage or in the area provided for such bins next to the Unit's driveway.

Because the City & County of Honolulu's trash trucks are not able to access all areas of Ka'ulu to collect trash, certain Units will not have the benefit of curbside trash collection. Owners of Units that do **not** have curbside trash collection must take their trash and recycling bins to the designated pick-up locations (shown on the condominium map for Ka'ulu by Gentry). In accordance with requirements of the City & County of Honolulu, when placed for collection, trash and recycling bins must be positioned to allow for at least five (5) feet of clearance from fences, lamp posts, fire hydrants and other obstacles, with at least two (2) feet of clearance required between bins.

Items left in trash and recycling bins are considered to be personal property and are not to be tampered with or removed by anyone other than a Resident of the applicable Unit. Trash containing food must be securely wrapped or enclosed before being placed in a trash bin. Empty boxes and crates must be broken down and placed inside the bin.

Do not dispose automobile fluids, paints, flammable materials, auto batteries, oil or petroleum, remodeling or demolition rubbish, furniture or large appliances, or other chemicals in the bins. All refuse materials, garbage, and discarded paper must be put into the appropriate bin. Any trash left on the ground will be traced to its owners, and such owners will be given a citation by the Manager or the Managing Agent. If a bin is full, do not place the trash or recyclable outside the waste bin.

Residents are required to close the lid of their bins after disposing their trash or recyclables in the bins.

It is each Resident's responsibility to properly and legally dispose of bulky items. The Project does not, at least initially, have a designated bulky item pickup location. Until the Project has a designated bulky item pickup location, Residents will need to dispose of bulky items in authorized locations outside of the Project. It is each Resident's responsibility to comply with applicable City & County of Honolulu trash and recyclable disposal rules and regulations. Those rules and regulations can be found at [www.opala.org](http://www.opala.org).

**J. Fires; Barbecues; Firearms; Fireworks.** There can be no exterior fires, except barbecue fires contained within facilities or receptacles and in areas designated by the Developer and/or the Board for such purpose. No Resident is allowed to permit any condition that creates a fire hazard, creates a nuisance or is in violation of any fire prevention regulations.

Open-flame cooking/barbecuing (whether by gas, coal, electric or other heating method) is NOT allowed in or within ten (10) feet of the Project's Attached Multi-Family Units, including upstairs lanais, downstairs covered patios, or building overhangs.

Open-flame cooking/barbecuing (whether by gas, coal, electric or other heating method) is NOT allowed in or within five (5) feet of the Project's Detached Single-Family Units, including upstairs lanais, downstairs covered patios, or building overhangs.

All Residents must take precautions not to cause any fire hazards within the Unit. All Residents must immediately report in writing the malfunctioning of any fire detection device to the Manager or the Managing Agent for appropriate repair of such device.

The display and/or discharge of firearms or fireworks in any part of the Project is strictly prohibited; provided that the display of lawful firearms in the common elements is permitted by law enforcement officers and also is permitted for the limited purpose of transporting lawful firearms across the common elements to or from the Owner's Unit. The term "firearms" includes "B.B." guns, pellet guns, tasers, and other firearms of all types, regardless of size.

**K. Aesthetics.** Residents must keep their Units, the entrances to their Units and, if applicable, their Private Yard Areas in a clean and sanitary condition so that neither the structural integrity nor the aesthetic quality of the building or its surrounding area is adversely affected. Maintenance of all internal systems within a Unit that serve only that Unit, including plumbing and electrical systems, are the Unit Owner's responsibility. Any damage caused by the negligence of or the misuse by a Resident (or a guest or invitee of a Resident) must be paid for and/or corrected by the applicable Unit Owner.

No "unsightliness" is permitted in any part of the Project that can be seen from outside of a Unit. The following are considered "unsightly" and, thus, are prohibited if it can be seen from outside of a Unit: tents, canopies; laundry on lines; weeds; litter; broken or not properly maintained furniture; tiki torches; cans and bottles; ladders; unshaded or improperly shaded lights; colored lights (except authorized holiday lights); lights that create objectionable glare; untrimmed grass; dead plants and other vegetation; and other items deemed unsightly by the Board.

Screen doors are to be cleaned regularly and maintained yearly.

Sunshades (for blocking the sun, not as permanent enclosures) are allowed only with the written approval of the Board of Directors.

**L. Smoking Restrictions.** Smoking is prohibited in all common areas of the Project. Authorized smoking must be performed in accordance with Applicable Laws. For these purposes, the term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, vape cartridge or other product in any manner or any form. Disputes between Owners and Residents relating to smoke emanating from Units and limited common element areas (as opposed to the common areas) must be dealt with by the Owners and Residents themselves. Unless there is a violation of the Declaration, the Bylaws or these Project Rules, the Association will not get involved in such disputes. In no event whatsoever can a lit cigarette, cigar, pipe or other smoking device be allowed in any portion of the Project (including within any Unit) where there is also an oxygen canister.

**M. Signs.** No exterior signage or any signage designed to be seen or any signage primarily visible from outside a Unit is allowed to be displayed, installed or erected on any portion of the Project or be affixed to or within any portion of a building, and no other thing can be placed in or upon any door, window, wall, or other portion of a Unit or the common elements so as to be visible from outside of the Unit, except with the prior written approval of the Board. (The word "signage" includes signs, banners, lettering, signals, flags, posters, billboards, advertising devices, or other displays of any kind.)

Only if a Unit is being sold AFTER the Development Period, the selling agent will be allowed to place one sign inside the Unit so that it is externally visible to people in Ka'ulu by Gentry. Once the Unit is sold, the sign must be removed.

**N. Landings, Stairs, and Balconies.** Dust, rubbish, or litter must not be swept, hosed off, or thrown from any Attached Multi-Family Unit, any common element landings, any exterior stairs or any balconies into any exterior portion of the Project. Common element landings, exterior stairs and balconies are subject to periodic maintenance/cleaning and repair by the Association, so Residents must remove all objects from these areas upon verbal or written notice from the Manager or the Managing Agent.

**O. Holiday Decorations.** Exterior holiday decorations are allowed temporarily for special occasions and major holidays provided that they are not installed sooner than 15 days prior to the event (or the weekend after Thanksgiving for Christmas decorations) and are removed 15 days after the event. Any exterior string or set of lights will be considered holiday decorations and the Owner of the violating Unit will be cited. No decorations will be allowed to remain year-round. No nails, screws or staples can be used when displaying holiday lights and other decorations from Attached Multi-Family Units. If any nails, screws or staples are used on the exterior of a Detached Single-Family Unit to display holiday lights or other decorations from the Unit, then the nails, screws and staples must be removed when the lights or decorations are removed. If the exterior of an Attached Multi-Family Unit (including roofs, walls, fences and lanais) is physically damaged as a result of such display, then the Unit's Owner will be liable for all costs to repair and/or repaint such damaged portion.

**P. Auctions, Garage Sales, Flea Markets, etc.** No auctions, garage sales, flea markets, etc., of any nature are permitted anywhere within the Project unless approved in writing by the Board of Directors.

**Q. Bike Racks.** If common element bike racks are provided in the Project, then all bicycles, e-bikes and scooters using such racks must register the vehicle with the Manager or the Managing Agent. Bicycles, e-bikes or scooters that are not registered with the Manager or the Managing Agent are not allowed to use the bike racks and must be stored in a Unit or in a garage. Bike racks are for temporary use only. Items left on a bike rack overnight are subject to removal in accordance with the "Obstructions: Uses" provision of these Project Rules. The Board, the Managing Agent and the Manager each have the right to establish additional rules and regulations relating to use of such bike racks, including how long the bike rack can be used for a particular vehicle.

#### **IV. PETS; ANIMALS**

**A.** No livestock, live poultry or other live animals are allowed to be kept in any part of the Project; provided, however, that fish and up to a total of two (2) dogs, cats, guinea pigs, rabbits and birds can be kept by Residents inside their Residential Unit and/or the Unit's Private Yard Area that is enclosed by an approximately 6-foot high fence. Animals, even if authorized, may not be left unattended and unleashed in the yard areas that are only enclosed by the approximately 3-foot high picket fences.

**B.** All pets must be accompanied by a person and carried or maintained on a leash when outside of the Unit or the Unit's Private Yard Area that is enclosed by an approximately 6-foot high fence. No animals are allowed on any part of the Community Park or other recreation areas, even if carried or on a leash, provided that pets may be walked between the Unit where the pet resides to a designated pet area that may be located within the Project.

**C.** All persons accompanying a pet in a common element area must immediately clean up after the pet and must deposit all solid waste in a plastic bag, then tie or seal the bag and dispose of all packaged waste in the trash container for the Unit where the pet is kept or in a common element trash container maintained by the Association. Failure to remove all the solid waste or to properly dispose of such waste will result in a citation. The City and County of Honolulu's leash law will be in effect and enforced.

**D.** All pets must be registered with the Manager or the Managing Agent immediately upon taking residence in a Unit. Pets that are not registered with the Manager or the Managing Agent are not allowed on any part of the Project's common areas and may not use any designated pet areas that may be located within the Project.

**E.** No animals can be kept, bred or used in or on the Project for any commercial purpose.

**F.** "Animal nuisances" (e.g., barking) are not allowed in the Project. An "animal nuisance" occurs when an animal makes noise continuously and/or incessantly for a period of more than 10 minutes or intermittently for more than 30 minutes to the disturbance of any person at any time. If a pet causes an animal nuisance or an unreasonable disturbance or presents a danger to any person within Ka'ulu by Gentry, then the Resident of the Unit where the pet is kept will be given an opportunity by the Board of Directors to rectify the problem. If the pet continues to cause a nuisance or an unreasonable disturbance or present a danger to any person within Ka'ulu by Gentry, then the Managing Agent or the Manager, at the direction of the Board of Directors, will require that the pet be promptly and permanently removed from Ka'ulu by Gentry.

**G.** The foregoing to the contrary notwithstanding, but subject to reasonable restrictions adopted by the Board, certified guide dogs and certified service dogs, upon which disabled Residents depend for assistance, will be permitted to be kept in the Units of such Residents and will be allowed at the Community Park, the Gazebo and other recreation areas while on a leash, provided that such dogs are, at all times, accompanied by the disabled Resident. If the nature of the Resident's disability makes physical control of the dog impracticable, or if the physical control of the dog would interfere with the assistance that the dog provided, then the dog may be otherwise under the control of the disabled Resident by voice control, signals or other effective means. Any Resident requiring the assistance of a certified guide dog or a certified service dog must inform the Manager in writing of such requirement before the dog will be allowed at the Community Park or other recreation areas.

**H.** If a Resident's certified guide dog or certified service dog causes a nuisance, then the disabled Resident will be responsible for abating the nuisance within a reasonable time. If the disabled Resident is unable to abate the nuisance within a reasonable time, then the disabled Resident may be required to immediately remove the dog from the common area. Permanent ejection of a certified guide dog or a certified service dog from the Project will be required only if the Board reasonably determines that

less drastic alternatives have been unsuccessful. If the certified guide dog or a certified service dog is ejected from the Project, then the disabled Resident will be given a reasonable amount of time to secure a suitable replacement dog before the Resident is required to remove the dog causing the nuisance, provided that the problem is controlled to a sufficient degree that the continued presence of the assistance dog during that interim period of time does not constitute an unreasonable imposition upon other Residents.

I. A Resident that keeps a pet or an assistance dog is financially, legally and otherwise responsible for such animal. The Association will have no responsibility for any pet or assistance dog. Every person responsible for an animal must defend, indemnify, and hold the Association and all other Residents harmless from and on account of any and all losses, liability, damages, expenses, attorneys' fees and costs of any kind or nature whatsoever, arising out of, related to, or connected with the animal and/or its behavior. Such persons include the Unit Owner, the animal owner, and the keeper of the animal.

J. Feral animals (dogs, cats, birds and mice) should not be allowed to roam freely within any portion of the Project. Residents are not allowed to feed stray or feral animals on any portion of the Project, because doing so will encourage the animals to come onto the Project and may result in an increase in the population of such animals at the Project. Residents are asked to report unattended stray or feral animals to the Manager. The Manager may trap and release such animals into the wild, undeveloped fields away from the Project or take such feral animals to an appropriate facility.

## **V. PARKING**

A. **Limited Parking in the Project.** Proper and efficient use of the space in Ka'ulu by Gentry requires that Residents park their vehicle(s) only in their garage and, if applicable, the tandem parking stall directly in front of their garage, so Residents must not use any other parking stalls in the Project at any time. There are no other options for Residents to park their vehicles, because all of the on-street common element parking stalls in Ka'ulu by Gentry are reserved for visitor use only. If all of the vehicles of a Unit's Owners and Residents will not fit in the Unit's garage or tandem parking stall, then such Owner should not purchase, and such Resident should not reside in, a Unit in Ka'ulu by Gentry. Ka'ulu by Gentry only works if all Owners and Residents park their vehicles in the Unit's garage or tandem parking stall.

B. **Parking Stall Units.** The following applies to the Parking Stall Units

(1) Parking Stall Units must only be used for parking of operational vehicles and must not be used for business, storage or any other purposes. No personal property can be placed or stored in a Parking Stall Unit.

(2) Except with respect to those Parking Stall Units owned by the Developer or the Association, (a) each and every Parking Stall Unit must at all times be owned by an Owner of a Residential Unit in the Joint Development Area, (b) no Parking Stall Unit can be transferred by contract, operation of law, or otherwise, unless the transfer is to an Owner of a Residential Unit in the Joint Development Area, and (c) Parking Stall Units can only be used by the Owner of the Parking Stall Unit or by a Resident during the time that such Resident is within the Project.

(3) Until the Developer informs the Managing Agent otherwise, Parking Stall Units owned by the Developer can be used as visitor parking stalls, subject to the same rules, regulations and restrictions that apply to other visitor parking stalls in the Project. In other words, although the Developer may initially allow the Parking Stall Units that it owns to be used as visitor parking stalls, the Developer has the right, at any time, to disallow such use by informing the Managing Agent that Parking Stall Units owned by the Developer can no longer be used as visitor parking stalls.

C. **Mail Pavilion Parking Stall.** The Parking stall located near the Mail Pavilion, identified as "M-1", is reserved 24 hours a day, 7 days a week for the exclusive use by the United States Postal Service and/or those acting on its behalf while serving Ka'ulu by Gentry.



**D. Loading Stalls.** Large parking stalls, identified as "Load", are reserved 24 hours a day, 7 days a week for active loading and unloading by Residents or by or on behalf of the Association. No cars, trucks or other vehicles may be parked or left unattended at any such stalls for longer than 30 minutes without the permission of the Manager.

**E. Workers, Service Personnel and Deliveries.** When workers are performing work on a Unit or when something is being delivered to a Unit, the Unit's Resident must advise the worker/delivery person to use a visitor parking stall (but only during non-restricted hours) or the garage or driveway of the Unit the person is serving. If a worker or delivery person violates this rule (or any other requirement of the Project Documents), then the Owner of the Unit will be cited.

No workers, service personnel or deliveries are allowed within Ka'ulu by Gentry before 7:00 a.m. or after 7:00 p.m., except in an emergency.

**F. Method of Parking; No Blocking of Sidewalks or Roadways.** No vehicle belonging to any Resident or to any Resident's family member, guest, employee, service person or delivery person is allowed to be stopped or parked in such a manner so as to prevent the exit from or entrance to any portion of Ka'ulu by Gentry. No vehicle parked or stopped in a driveway, appurtenant parking stall or in a visitor parking stall is allowed to protrude beyond the driveway apron or to block or extend into any landscaped area, sidewalk or roadway within Ka'ulu by Gentry. All sidewalks must remain clear at all times. Tandem parking and double-parking are not allowed on any streets within Ka'ulu by Gentry. Curbside parking outside of designated visitor parking stalls is not allowed. Vehicles violating these restrictions are subject to being towed.

**G. Violations.** Violators of parking rules and regulations may have their cars removed/towed away at their expense. If the violator is a non-Owner Resident or family member, guest, employee, service person or delivery person of any particular Unit, then the Owner of the Unit will also be responsible for payments of the towing/removal charge. Contact the Manager or the Managing Agent for information about the towing company. The Managing Agent or the Manager is authorized to tow away or remove any vehicle or equipment parked, located or used in violation of these Project Rules. Neither the Association, the Board of Directors, the Developer, the Managing Agent nor the Manager will be subject to any claim resulting from any damage that occurs in the exercise of this authority by the Managing Agent or the Manager. A citation may be issued to a Resident who does not follow the parking rules and regulations.

**H. Repairs; Condition of Vehicles.** Limited common element parking areas and driveways are for parking operational vehicles only. All vehicles parked in Ka'ulu by Gentry (even in driveways) must be in operating condition (i.e., they are able to be moved on their own) with a current vehicle license, registration and safety sticker as required by Applicable Law. No major repairs to automobiles, motorcycles or other motor vehicles are permitted within **Ka'ulu** by Gentry. No vehicles are to be left on blocks or on jacks.

**I. Moving.** Advance written notice must be given to the Manager or the Managing Agent when large household goods or items of furniture are to be moved in or out of Attached Multi-Family Units so as to reduce traffic congestion and disturbance within Ka'ulu by Gentry, to protect the common areas and for proper scheduling. The Unit Owner will be liable for any and all damage caused by the move. Residents should notify their neighbors if Residents anticipate that large trucks or moving vans will create noise or traffic for a period of time. All moves must be accomplished between the hours of 8:00 a.m. and 6:00 p.m. The use of "PODS" or other such moving containers is subject to the following restrictions: (i) the container must be located entirely within the Unit's limited common element driveway, provided that, if a Detached Single-Family Unit does not have a driveway, then the container can be located within a visitor parking stall assigned to the Unit's Resident by the Manager or the Managing; (ii) the container can only be dropped off and picked up between the hours of 8:00 a.m. and 6:00 p.m.; and (iii) the container cannot remain for longer than five days.

**J. Prohibited Activities.** No recreational activities will be permitted in parking stalls unless pre-approved by the Board of Directors. Bike riding, long boarding, skateboarding, roller blading, scootering, etc., at the Project is prohibited except for ingress and egress to and from Ka'ulu by Gentry. Playing in the streets and roadways is prohibited.

No personal items, such as, but not limited to, lumber, furniture, boxes, crates or recreational equipment, can be stored or placed on either the limited common element parking areas or driveways. Residents will be responsible for the cleanliness of their limited common element parking areas and driveways, including the removal of any grease build-up.

**K. Garages.** Garages must be used for parking operational vehicles only. Residents may use their garage for incidental storage, provided that this incidental storage does not interfere with the parking of vehicles.

**L. Visitor Parking.** Visitor parking stalls are reserved for guests, workers, delivery persons, service personnel and other non-Residents who have business at Ka'ulu by Gentry. Residents of Ka'ulu by Gentry are not to park in visitor parking stalls at any time, provided that Residents of Detached Single-Family Units may use a visitor parking stall assigned to them by the Manager or the Managing Agent when the Resident is using a "PODS" or other such moving container when moving in or out of the Unit. Visitor parking stalls are for the use of cars, trucks, motorcycles, mopeds, bicycles e-bikes and similar vehicles, provided that these vehicles must be parked entirely within the stall.

Visitors who utilize the visitor parking stalls must abide by the visitor parking rules. It is the responsibility of all Residents to inform their guests, workers, delivery persons and service personnel (i) not to park in vacant stalls other than those designated for visitor parking, unless arrangements have been made with the Manager or the Managing Agent for such use, and (ii) of the hours that they are allowed to park in the visitor parking stalls.

Any vehicles not fully parked in the visitor stall and any unauthorized vehicles parked in the visitor stall will be cited and towed at the vehicle owner's expense.

An initial Visitor Parking Stall and Towing Policy is attached to and made a part of these Project Rules as **Appendix 1**. The Visitor Parking Stall and Towing Policy may be amended from time to time by the Board of Directors.

**M. Visitor Parking Stall Hours; Parking Permits; Overnight Parking Policy.** Visitor parking will be closed daily from midnight to 6:00 a.m. Parking during those hours by visitors in visitor parking stalls will be allowed only if a vehicle displays an authorized overnight parking permit issued by the Manager and displayed in the front window of the vehicle on the driver's side.

Overnight parking permits are granted for a maximum of five (5) consecutive nights. A parking permit will not be granted for a 6<sup>th</sup> night under any circumstance.

Requests for parking permits must be made prior to the intended use period and may be requested from the Manager in person or by calling in with the following information left on the telephone recorder:

- 1) Address of the Unit being visited
- 2) The date(s) and time(s) for which the permit is requested
- 3) Vehicle license number, if known when requested
- 4) Description of vehicle, including year, make and color, if known when requested
- 5) Cell phone number of the intended user of the visitor parking stall.

Parking permits will be available for pickup during business hours at the Manager's office between 9:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays) or from the Managing Agent's main

office during its office hours. For that reason, if a visitor parking permit will be used during other days and times, then the permit will need to be picked up when the Manager or Managing Agent is in their respective office.

Only one parking permit will be issued per household at a time. Requests for multiple parking permits must be submitted to the Board of Directors accompanied with a written letter of explanation no less than 7 working days prior to the date for which it is requested. The Board will evaluate each request on a case-by-case basis.

Residents of Ka'ulu by Gentry are not to use the visitor parking stalls at any time and overnight parking permits will not be issued for use by Residents.

The towing company contracted by the Association will tow any vehicle parked in a visitor parking stall between the hours of midnight and 6:00 a.m. without a Ka'ulu by Gentry overnight "Parking Permit" properly displayed. If a parking permit issued by the Manager is altered in any manner, then the vehicle will be towed.

Failure to comply with the visitor parking rules and regulations will result in immediate towing without notification. It is the responsibility of all Ka'ulu by Gentry Residents to inform their guests of existing parking policies.

The Association, the Board of Directors, the Manager, and the Managing Agent are to be defended, indemnified and held harmless for any and all loss incurred by a vehicle owner due to theft, property damage, etc., to a vehicle utilizing the visitor parking stalls.

**N. Visitor Parking Stalls on Trash Collection Days.** Certain visitor parking stalls may be used for the placement of trash containers on trash collection days. If a visitor parking stall is needed for such use, then a sign will be posted indicating the hours that the stall is not available for use as a visitor parking stall. Violators will be towed at vehicle owner's and/or Resident's expense.

**O. No Washing of Vehicles.** The washing of vehicles anywhere in the Project (including in garages or within limited common element driveways) is strictly prohibited. Residents observed washing their vehicles will be subject to citation.

**P. Speed Limit.** The speed limit in Ka'ulu by Gentry is five (5) miles per hour. All drivers are expected to observe traffic and directional signs for the safety of all. The speed limit within the Project will be enforced by the Manager, Managing Agent and/or the Board.

## **VI. NOISE AND NUISANCES**

**A.** No nuisances are allowed within the Project. The common elements (including limited common elements) may not be used for a purpose that is improper or offensive in the opinion of the Board. Any noxious or offensive use of a Unit or of the common elements (including limited common elements) and any behavior of a Resident that violates the Project Documents or unreasonably interferes with or is an unreasonable annoyance to the peaceful possession and enjoyment of any portion of the Project by another Resident is considered a nuisance and is prohibited. No obscene language or music containing obscene language is allowed in the common areas.

The Board of Directors has the discretion to determine if any use of a Unit or any behavior of a Resident is a nuisance and to direct the Managing Agent or the Manager to notify the offending Resident to cease such nuisance or annoyance.

**B.** All Residents, their guests and those providing services to their Unit must (i) avoid making excessive noise of any kind at any time, (ii) be considerate of other Residents at all times, (iii) avoid

annoying or disturbing other Residents, and (iv) not cause or permit any disturbing noise or odors to emanate from their respective Units.

During quiet hours, the volume of talking, laughing, radios, stereos and TVs must be reduced so as not to be heard by other Residents. Quiet hours are as follows:

Sundays through Thursdays: 10:00 p.m. – 7:00 a.m.

Fridays, Saturdays and Holidays: 11:30 p.m. – 7:00 a.m.

**C.** Construction work on or within a Unit is not allowed at any time on Sundays or before 7:00 a.m. or after 7:00 p.m. on other days, except in an emergency.

**D.** Regardless of the time of day, excessive noise within the Project should be reported to the Managing Agent, the Manager, or the Honolulu Police Department.

**E.** No persons under 16 years of age are allowed in the common areas after 10:00 p.m. and before 7:00 a.m., unless accompanied by an adult parent or legal guardian in compliance with the curfew regulations of Applicable Laws. Supervision must be practiced at all times when your children are playing outside. Children are not allowed in the parking lot areas without an adult present.

**F.** When entering Ka'ulu by Gentry, Residents and guests must turn down the radios/stereos in their vehicle so they cannot be heard outside of the vehicle.

## **VII. PRIVATE YARD AREAS**

**A. Yard Areas.** Owners of Detached Single-Family Units are responsible for maintaining their respective limited common element front yard areas and the fenced Private Yard Areas in a clean and neat manner. Owners of ground-level Attached Multi-Family Units are responsible for maintaining their respective limited common element front yard areas.

**B. Privacy Fences; Gates.** Exhibit "B" to the Declaration explains how to determine whether the Private Yard Area along the sides of two adjacent Detached Single-Family Units is a limited common element appurtenant to just one of the two Units (described as Scenario (A) in the Declaration) or whether such Private Yard Area is a limited common element appurtenant to both of the Units (described as Scenario (B) in the Declaration). When the Private Yard Area along the sides of two adjacent Detached Single-Family Units is a limited common element appurtenant to just one of the two Units (Scenario A), the Owner of that Unit is solely responsible for the maintenance, repair and replacement of the Privacy Fence enclosing the Private Yard Area, as well as of the gates providing access to the Private Yard Area. When the Private Yard Area along the sides of two adjacent Detached Single-Family Units is a limited common element appurtenant to both of the Units (Scenario B), the Owners of the two Units are jointly responsible for the maintenance, repair and replacement of the Privacy Fence enclosing the Private Yard Area, but each Owner is only responsible for the maintenance, repair and replacement of the gates providing access to the Private Yard Area that are closes to their respective Units.

**C. Drainage Swales.** Residents of Detached Single-Family Units may not alter the drainage pattern of their Private Yard Area, as shown on the condominium map for Ka'ulu by Gentry. Owners of Detached Single-Family Units must keep all swales, ditches and drainageways within their Private Yard Areas free of debris, open and in good operating condition.

**D. Additions to Concrete Patios.** Owners of Detached Single-Family Units must obtain prior written approval from the Board of Directors before adding to, or installing additional, concrete patios, walkways or structures within any part of the limited common elements appurtenant to their Unit. This

approval would be in addition to any approvals that may be required from governmental entities, such as the City and County of Honolulu's Department of Planning and Permitting. Any changes to concrete patios or walkways will require additional termite treatment to assure continued compliance with the termite treatment warranty. Owners of Attached Multi-Family Units are not allowed to add to, or install additional, concrete patios, walkways or structures within any part of the limited common elements appurtenant to their Unit.

**E. Gravel Strip Outside of Unit.** Unit Owners must keep and maintain in good and proper conditions the Developer-installed gravel strip, if any, that runs along the outside edge of certain portions of their Unit. Residents must not place any items in or on top of this gravel strip. No portion of the gravel strip is allowed to be removed. Any alteration of the gravel strip must not impair the termite warranty and must first be approved in writing by the Board of Directors.

**F. Landscaping in Yard Areas.** Any trees or shrubs planted in the vicinity of any fence or any wall or in the vicinity of a neighbor's yard area, Unit or gravel strip must not have an aggressive root system and must be trimmed regularly so that neither rubbish nor branches interfere with or come into contact with the neighbor's yard area, Unit or gravel strip. For aesthetic reasons and to prevent the blowing of fugitive dust, each Owner of a Detached Single-Family Unit must have their Unit's Private Yard Area fully (i.e., the entirety of it) landscaped (with approved landscaping) and/or grassed within ninety (90) days after the Owner takes title to the Unit.

**G. Private Yard Areas Directly Abutting Another Unit.** When the building or Private Yard Area of a Unit (the "**Benefitted Unit**") directly borders the building or Private Yard Area of a neighboring Unit (the "**Adjacent Unit**"), the Adjacent Unit Owner must grant the Benefitted Unit's Owner access to the side of the Adjacent Unit that directly abuts the Benefitted Unit's Private Yard Area. The purpose of such access is to allow the Benefitted Unit's Owner to inspect, maintain, service and repair the Benefitted Unit, the Benefitted Unit's gravel strip (if applicable) and dryer vent (if located on that side of the Benefitted Unit). The Adjacent Unit Owner must **not**:

(1) unreasonably prevent access to the exterior sides of the Benefitted Unit or to the Benefitted Unit's gravel strip when such access is impeded by a Privacy Fence and/or gate and when the Owner of the Benefitted Unit has requested such access pursuant to the terms of the Declaration or these Project Rules;

(2) permit any trees, shrubbery or other vegetation belonging to the Adjacent Unit's Owner or Resident to interfere with the access to, or the inspection, maintenance or repair of, the exterior of the Benefitted Unit or the Benefitted Unit's gravel strip;

(3) keep or allow any items on any portion of the Benefitted Unit's gravel strip;

(4) attach anything to the Benefitted Unit or allow any items (including any trees, shrubbery or other vegetation) belonging to the Adjacent Unit's Owner or Resident to touch the Benefitted Unit or the Benefitted Unit's gravel strip;

(5) perform or allow any landscaping, grading or other work that would or could (a) prevent proper drainage of the Benefitted Unit or the Benefitted Unit's Private Yard Area, (b) promote soil erosion, attract termites or other insects, (c) undermine the integrity of the foundation of the Benefitted Unit, or (d) disturb any portion of the Benefitted Unit's gravel strip;

(6) permit water from a hose or an irrigation system to come into contact with either the Benefitted Unit or the Benefitted Unit's gravel strip; or

(7) cause any offensive contact (including, but not limited to, pounding or bouncing of objects) with the Benefitted Unit or allow any activity by household pets or animals that would tend to cause damage to or undermine support to either the Benefitted Unit or the Benefitted Unit's gravel strip.

**VIII. ALTERATIONS.** This Article relates to alterations (e.g., repairs, alterations, modifications, reconstructions, restorations, improvements, additions, replacements and removals) to the Residential Units and appurtenant limited common elements. As with all other provisions in these Project Rules, the provisions of this Article are meant to supplement and be consistent with the Declaration and the Bylaws, but are subject to the Declaration and the Bylaws. In the event of any conflict or inconsistency between the provisions of this Article and those of the Act, the Declaration or the Bylaws, the provisions of the Act, the Declaration or the Bylaws, as the case may be, will govern and control, and the Board of Directors will make such changes to this Article from time to time to comply with the Act, the Declaration and the Bylaws.

**A. All Residential Units.** The following applies to all Residential Units.

(1) Compliance with Project Documents and Applicable Laws. All alterations done in or on a Unit or the Unit's limited common element areas must be done to industry standards and performed in accordance with (a) all applicable provisions of the Declaration, the Bylaws and these Project Rules, and (b) all Applicable Laws. More specifically, all alterations are subject to and must comply with Section M.2 of the Declaration, which applies to alterations to the Residential Units and to limited common elements appurtenant to the Residential Units. No building modification can be made or allowed that would or could cause an increase in the number of dwellings in Ka'ulu by Gentry that is not consistent with the Developer's plans for Ka'ulu by Gentry.

(2) No Overloading. Nothing will be allowed, done, or kept in any Unit, limited common elements or common elements that will (a) overload or impair the floors, walls, or roofs of the building in which the Unit is located, or (b) cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association.

(3) Landscaping/Plants. No plantings can be made in the fenced yard area that may damage the common elements of the Project. Nor can any plantings interfere with the use and enjoyment of the common areas by any other Resident. All trees and plants in the fenced yard area are the Unit Owner's responsibility and must be maintained properly. No trees or plants in a yard area are allowed to grow higher than the top of the first level of the nearest building. For maintenance reasons, no vines will be allowed to grow on or near the fences or buildings. Plants should be planted in a pot/container attached with catch basins so they can easily be moved when maintenance is required. Residents are allowed to grow fruit and vegetables as long as Residents (a) do not plant them in the common elements and (b) keep the area clean from fallen fruit and vegetables. No Resident may plant anything in, or modify, any common element areas, other than the limited common elements within the fenced yard area appurtenant to their Unit. Potted plants, chimes and other hanging items are not allowed to be hung up by hooks, nails, screws, or to be placed on top the fence lines.

(4) Window Treatment. The portion of any drapes, blinds or other window treatment that is visible from outside of the Unit must not be of a bright or conspicuous color, but, instead, must be white, off-white, beige or other inconspicuous shade, as determined by the Board of Directors. Any other color must be pre-approved in writing by the Board of Directors.

(5) Window Tinting. Except for window tinting that has been pre-approved by the Board for use throughout the Project (as evidenced by a list held by the Managing Agent or the Manager), window tinting must be pre-approved in writing by the Board, and no glass tinting, window guards, awnings, shades, jalousies, windbreaks or any other device that is visible from the exterior of a Unit and that differs from what existed when the Unit was originally conveyed by Developer can be installed or erected without the prior written consent of the Board. Unit Owners are responsible for correcting any damage or peeling to the tinting on their Unit windows.

(6) No Penetrations into Concrete Slabs. No holes or other penetrations can be made in or to any concrete slab.

**B. Attached Multi-Family Units.** The following applies only to Attached Multi-Family Units.

(1) No Alterations. Without the prior consent of the Board, no alteration may be made to an Attached Multi-Family Unit or to any of its limited common elements that is visible from another Unit or from any of the common areas.

(2) Structural Alterations. No additional structure can be added, and no structural alterations or structural additions can be made, to an Attached Multi-Family Unit. The addition of air conditioning units, the installation of wiring for electrical installations and of television antenna that protrude through the walls, windows or roof of an Attached Multi-Family Unit are considered alterations for these purposes.

(3) Exterior Appearance. Without the prior written consent of the Board, no object, garments, or materials of any kind may be placed on, attached to, or hung or projected from any roof, exterior walls, windows, or doors of the Attached Multi-Family Units. Except for window coverings, window tinting, drapes and blinds that have been pre-approved by the Board for use throughout the Project (as evidenced by a list held by the Managing Agent or the Manager), without the prior written consent of the Board, no other matter or decoration can be placed within or outside of an Attached Multi-Family Unit if it is visible from the exterior of the Unit, including window coverings and window tinting, drapes or blinds that are not in compliance with the buildings' color scheme, and which differs from when the Attached Multi-Family Unit was conveyed by Developer, all as determined by the Board. Whether or not the windows are part of the Unit, no Attached Multi-Family Unit Owner is allowed to change or alter any of the exterior glass windows, in any way, or change the exterior appearance of the Project in any manner, without the prior written consent of the Board and, during the Development Period, Developer.

(4) Exterior Paint. The Association, as a limited common expense assessed against the Owners of the benefitted Attached Multi-Family Units, is responsible for repainting the exteriors of Attached Multi-Family Units.

(5) Penetrations into Walls. No nails, screws, staples, or other instrument can be utilized to place decorations, signs, lights, or other items to the external surface of the building, fences, or structures. No holes or other penetrations greater than two inches can be made in or to common element or limited common element walls, floors or ceilings unless in compliance with the Declaration and the Bylaws. When nailing or screwing into an internal wall is done to hang pictures and other items from the wall, acoustical sealant must be packed around the point of penetration. Before making any penetrations into internal, non-concrete partition walls, persons must familiarize themselves with the location of electrical or other wiring, plumbing and drain lines in order to avoid personal injury or damage to the wiring, plumbing, lines, walls of other Units.

(6) Repairs. Every Attached Multi-Family Unit Owner must promptly perform all repairs, maintenance, and alteration work on their Units as necessary. If the Owner is negligent in performing the required work, then they will be held responsible for all damages caused by their failure to do so. All repairs, maintenance and alteration work within an Attached Multi-Family Unit is to be performed at the Owner's expense. All debris from such work must be properly disposed of.

(7) Sound Attenuation. The sound attenuation requirements set forth in the Declaration must be adhered to. For example, subject to the sentence after this one, all Attached Multi-Family Units located above another Attached Multi-Family Unit must adhere to the following: pianos must have at least one-half inch neoprene pads under the supports to minimize vibration transmission into the structure; all furniture must contain rubber castors or felt pads; hardwood, Luxury Vinyl Plank (LVP) or other

hard surface floor covering must be preceded by the installation of subfloor padding and/or acoustical insulation of at least the same quality and sound barrier rating as installed initially by the Developer; prior written approval from the Manager or the Managing Agent is required before any portion of the flooring in the Unit can be removed and replaced; and tile flooring is prohibited. The foregoing notwithstanding, Type 2 and Type 2-R Attached Multi-Family Units are allowed to have hardwood, Luxury Vinyl Plank (LVP) or other hard surface floor covering only in the entry area, kitchen, and bathrooms; and carpet, with pad dimensions determined by the Manager or the Managing Agent, must be installed in all other living areas, hallways, and bedrooms of the Type 2 and Type 2-R Attached Multi-Family Units.

(8) Antennae/Satellite Dishes. The requirements set forth in the Declaration relating to exterior radio antenna, "C.B." antenna, television antenna, receiving station, satellite dish and or other antenna of any type must be adhered to.

(9) Solar Energy Devices. The installation of any "solar energy device" (as defined in the Act) must be pre-approved in writing by the Board.

(10) Lanais/patios. Lanais and patios must be used only for passive outdoor activities and only contain appropriate patio furniture and other similar outdoor furnishings that comply with these Project Rules and any other standards governing the appearance of such items as determined by the Board. If an Attached Multi-Family Unit includes a lanai or patio (whether as part of the Unit or as a limited common element), then such lanai or patio (a) cannot be painted, decorated or altered without first obtaining written approval of such painting, decorating or alteration from the Board, as well as any necessary governmental permits and approvals, (b) cannot be partially or fully enclosed or covered or otherwise permanently improved, (c) must be kept clean and clear, with no more than two 5-gallon-sized potted plants, and (d) cannot have storage units or shelving. No open flame cooking or barbeques are allowed in or on lanais or patio. Periodic maintenance of lanais and patios will be required. If, after written demand from the Developer, the Board, the Managing Agent or the Manager, the Owner fails to have its lanai or patio properly maintained, then the Developer, the Board, the Managing Agent or the Manager may have the maintenance performed and the costs incurred to perform the work will be specially assessed against the Owner. Further, if the Owner fails to have its lanai or patio properly maintained, then the Owner will be held responsible for all damages to other Units and other parts of the Project caused by such failure.

(11) No Irrigation Lines in Yard Areas. Private Yard Areas can only be planted with plants and ground cover that do not have aggressive roots. No in-ground irrigation lines may be installed in a Private Yard Area by or on behalf of a Unit's Owner or Residents, and all watering of vegetation in a Private Yard Area must be by hand or surface irrigation; provided, however, that in-ground irrigation lines may, with prior Board approval, be installed in Private Yard Areas by or on behalf of the Owners or Residents of Type 1, Type 1-R or Type 5 attached Multi-Family Units to allow for irrigation by such lines.

(12) Air Condition System. Owners of Attached Multi-Family Units are responsible for seeing to the proper maintenance of the air condition system serving their respective Units. If there is a warranty on the air condition system, then the terms of the warranty may require that the system be maintained by an authorized air condition maintenance professional at least every six months. Failure to meet the maintenance obligations of the warranty may invalidate the warranty. Because air condition systems serving Attached Multi-Family Units may affect other Units in the applicable building, to make sure that all such systems are being properly maintained, the Developer, the Board, the Managing Agent and the Manager each have the right to (a) inspect the air condition systems serving the Attached Multi-Family Units and (b) require the Owner to produce documentation evidencing such proper maintenance. If, after written demand from the Developer, the Board, the Managing Agent or the Manager, the Owner fails to have its air condition system properly maintained, then the Developer, the Board, the Managing Agent or the Manager may have the maintenance performed and the costs incurred to perform the work will be specially assessed against the Owner. Further, if the Owner fails to have its air condition system properly maintained, then the Owner will be held responsible for all damages to other Units and other parts of the Project caused by such failure.



C. **Detached Single-Family Units.** The following applies only to Detached Single-Family Units.

(1) **Exterior Changes or Additions.** Residents must first obtain written approval from the Board of Directors before any of the following can occur with respect to their Detached Single-Family Unit or its limited common elements:

(a) altering the original design of a Detached Single-Family Unit that would be visible from the exterior of the Unit.

(b) adding structures, or performing structural changes, to the Detached Single-Family Unit or its limited common elements.

(c) installing wiring for electrical installations that protrude through the roof or the exterior walls or windows of a Detached Single-Family Unit.

(d) installing an antenna on the exterior of the Detached Single-Family Unit or within the Unit's Private Yard Area, unless the antenna is allowed under the Federal Communications Commission's Over-the-Air Reception Devices (or OTARD) Rule, Telecommunications Act of 1996 (the "**FCC Rule**"). The following types of antennae are not covered by the FCC Rule and, thus, require written approval from the Board of Directors: a "dish" antenna larger than one meter (39.97") in diameter; an AM/FM radio antenna; a "HAM" radio antenna; a "CB" radio antenna; and a Digital Audio Radio Services antenna. ALL antennae must be installed wholly on or within the Detached Single-Family Unit or the Unit's Private Yard Area.

(e) installing awnings.

(f) replacing a garage door with a garage door of a different style or color than was originally installed for the Detached Single-Family Unit.

(g) using a tarp or tent that is visible from outside of the Detached Single-Family Unit for longer than three days.

(h) installing a pre-fabricated shed or other pre-fabricated structure anywhere within the limited common element yard area appurtenant to a Detached Single-Family Unit.

(i) installing air conditioning units or other equipment outside, or on the exterior, of the Detached Single-Family Unit or protruding through the exterior walls, windows or roof of the Unit.

(j) installing exterior lighting, including landscape lighting. Exterior lighting must be subdued or shielded to prevent glare and light spillage onto other Units, the Private Yard Areas of other Units, nearby lots, and public rights-of-way. Spotlights that light up other Units, the Private Yard Areas of other Units, nearby lots, and public rights-of-way are prohibited unless first approved in writing by the Board of Directors. The Board of Directors may require the use of full cutoff fixtures or cutoff shields. Mercury vapor and low/high pressure sodium lamps are not permitted. Driveway lights serving individual Units must not exceed sixteen feet (16 ft.) in height.

(2) **Exterior Paint.** Detached Single-Family Unit Owners, at their own expense, may repaint the exterior of their Unit using their Unit's original color scheme without getting approval from the Board of Directors. The Developer will provide a color scheme matrix to the Managing Agent for reference. If an Owner wants to repaint the exterior of their Unit (or any portion thereof) using a color that differs from their Unit's original color scheme, then such color must be pre-approved in writing by the Board of Directors.

(3) Air Condition System. Except with respect to air conditioning units installed by Developer, before any air conditioning unit can be installed for or within a Detached Single-Family Unit, the Board must pre-approve, in writing, (a) the type and model of the air conditioning unit and (b) the installer of the air conditioning unit, who must be licensed to install air conditioning units. Owners of Detached Single-Family Units are responsible for seeing to the proper maintenance of the air condition system serving their respective Units. If there is a warranty on the air condition system, then the terms of the warranty may require that the system be maintained by an authorized air condition maintenance professional at least every six months. Failure to meet the maintenance obligations of the warranty may invalidate the warranty.

(4) Solar Energy Devices. The installation, maintenance and repair of any solar energy device must comply with the Act, Hawaii Revised Statutes Section 196-7, as may be amended from time to time ("**Section 196-7**"), the Declaration and any additional rules relating to solar energy devices that may be adopted by the Board. The installation of any solar energy device must be performed by a duly licensed Hawaii contractor, and the solar energy device must be registered with the Managing Agent within 30 days after installation. The Board has the right to adopt additional rules relating to the installation, maintenance and repair of solar energy devices within the Project, provided such rules comply with the Act and Section 196-7.

(5) Lanais/patios. Lanais and patios must be used only for passive outdoor activities and only contain appropriate patio furniture and other similar outdoor furnishings that comply with these Project Rules and any other standards governing the appearance of such items as determined by the Board. If a Detached Single-Family Unit includes a lanai or patio, then such lanai or patio (a) cannot be painted, decorated or altered without first obtaining written approval of such painting, decorating or alteration from the Board, as well as any necessary governmental permits and approvals, (b) cannot be partially or fully enclosed or covered or otherwise permanently improved without first obtaining written approval of such enclosure, covering, improvement or alteration from the Board, as well as any necessary governmental permits and approvals, (c) must be kept clean and clear, with no more than two 5-gallon-sized potted plants, and (d) cannot have storage units or shelving. No open flame cooking or barbecues are allowed in or on lanais or patio. Periodic maintenance of lanais and patios will be required. If, after written demand from the Developer, the Board, the Managing Agent or the Manager, the Owner fails to have its lanai or patio properly maintained, then the Developer, the Board, the Managing Agent or the Manager may have the maintenance performed and the costs incurred to perform the work will be specially assessed against the Owner. Further, if the Owner fails to have its lanai or patio properly maintained, then the Owner will be held responsible for all damages to other Units and other parts of the Project caused by such failure.

(6) Yard Areas. Private Yard Areas can only be planted with plants and ground cover that do not have aggressive roots.

**D. No Holes in Shared Walls or Fire-Rated Walls**. A Unit's shared walls and its fire-rated walls cannot be tampered with at all, which means no holes (even for the hanging of frames) can be made within such walls. Shared walls include walls between adjacent Units and walls that are adjacent to an external stairway. In addition to the standard shared walls (all of which are fire-rated walls), the following Units also have atypical fire-rated walls within them: 284, 293, 294, 346, 363, 383, and 394. The locations of the fire-rated walls within such Units are identified on the Plot Plan for each such Unit or on an exhibit to the Unit's Plot Plan.

## **IX. EMPLOYEES OF THE ASSOCIATION**

**A.** The Association's employees are under the sole direction of the Managing Agent, and during their prescribed hours of work, they must not be diverted to the private business or employment of any Resident.

**B.** Maintenance and repair of Residential Units are the responsibility of the respective Residents and not of the Association's employees.

**C.** No employee of the Association can be asked by a Resident to leave Ka'ulu by Gentry for any reason.

## **X. HAZARDS**

**A.** Streets, parking areas, sidewalks, walkways and other such common areas are not intended for recreational use and must not be used for play or recreational activities of any kind. The Manager may dispose of any toys, bikes or other personal items left unattended on a street, parking area, sidewalk, walkway or other such common area.

**B.** Residents are responsible for the conduct and safety of their family members, tenants, and guests at all times while in the Project.

**C.** Unless the Board gives advance written consent in each and every instance, Residents must not use, or bring or permit to be brought into Ka'ulu by Gentry, any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, explosive materials or substances or other materials or substances considered hazardous to people or property. An exception to this rule is made for small amounts of gasoline (for use in vehicles or lawn mowers) or propane (for a propane barbecue).

**D.** No illegal or dangerous activities of any kind may be conducted in Ka'ulu by Gentry. No activity is allowed to be engaged in, and no substance can be introduced into or manufactured within any building or anywhere within the Project, that might result in (i) the violation of Applicable Laws or (ii) the cancellation of insurance or the increase in the insurance premium of any insurance maintained by or for the Association. If such increase occurs, the Unit Owner responsible for such increase will be liable for paying for such increase.

## **XI. GENERAL RULES AND REGULATIONS**

**A.** Furniture placed in common areas is for use in those specific areas and must not be moved from such areas.

**B.** No solicitation or canvassing is allowed in any part of the Project (including the roadways) at any time; provided, however, that this does not apply to the solicitation of proxies or distribution of materials relating to Ka'ulu by Gentry matters on the common elements by Unit Owners. The Board has the right to adopt additional rules regulating the time, place and manner of such solicitations and distributions. All commercial solicitations are prohibited.

**C.** Neither the Manager nor the Managing Agent will give any person access to a Unit without the written permission of the Owner of the Unit, except in an emergency situation or for access to serve civil process in accordance with Applicable Laws.

**D.** Each Owner of an Attached Multi-Family Unit must keep the interior of the Owner's Unit and all plumbing, electrical, air conditioning, and other fixtures and appurtenances in good order and repair and will be responsible for any damage or loss to any other part of the Project caused by a failure to do so.

**E.** The Board has the right, but not the obligation, from time to time, to direct the Manager or the Managing Agent to enter Attached Multi-Family Units and limited common elements to inspect any appliances or equipment located therein (including, without limitation, roofing systems, air conditioning systems, clothes dryer vent systems, solar hot water heating systems and dishwashers), and, for safety reasons or in order to protect or prevent damage to other Units or the common elements, to perform, at the

Unit Owner's expense, any required maintenance, repair or replacement of the appliances or equipment. Unit Owners and Residents must allow, and cooperate with, such entry into the Unit by the Manager or the Managing Agent. Such access may be on a regular, periodic basis or on an as-needed basis. When a Unit is unoccupied or where the Unit's Resident is not willing or able to cooperate with such entry, the Manager and the Managing Agent will have the right and authority to use reasonable force to enter into a Unit to address a perceived emergency, a nuisance (such as an alarm that does not turn off) or a potential threat to persons or property (such as a stopped-up shower or sink or a broken hose or wire).

**F.** Owners and Residents must register (and keep up to date) their name, address, phone number, email address and signature with the Managing Agent or the Manager upon taking title to or occupancy of a Unit and must furnish the Board, the Managing Agent and the Manager with such other information as reasonably requested from time to time. Owners must also provide the Managing Agent or the Manager with the name, phone number and email address of any tenants living in the Unit.

**G.** For every vehicle that will be parked in their garage and/or in their driveway on a regular basis, Residents must provide the Manager or the Managing Agent with the vehicle's license number, the vehicle's description (including its year, make and color) and the name, address and phone number of the registered owner of the vehicle.

**H.** Each Unit Owner must observe and adhere to these Project Rules and ensure that all of their tenants, family members and guests also observe and adhere to these Project Rules. If expenses are incurred by the Association due to a violation of these Project Rules, then the Owner will be responsible for payment of such expenses, including reasonable attorney's fees.

**I.** Each Unit Owner must, at all times, keep the Owner's Unit and appurtenant limited common elements in a strictly clean and sanitary condition, and observe, perform, and abide by all Applicable Laws, all restrictions, covenants, conditions and provisions of the Declaration and the Bylaws, and all rules, regulations, agreements, decisions, and determinations duly made by the Board and the Association.

**J.** If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Manager and the Managing Agent.

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

**L.** No waterbeds of any kind are allowed on the non-ground floor levels of any Attached Multi-Family Unit without the prior written approval of the Board. Unit Owners and Residents who wish to have a waterbed on a non-ground floor level of an Attached Multi-Family Unit must first (i) furnish to the Board written evidence of adequate liability and property insurance coverage naming the Association as an additional insured and (ii) display physically to the Board or the Manager a waterproof tank in which the waterbed will rest.

## **XII. COMMUNITY PARK; GAZEBO**

**A.** Only registered Residents within the Joint Development Area and their guests may use the Community Park and the Gazebo subject to these Project Rules and the other Project Documents. Guests using the Community Park or the Gazebo must be accompanied by a Resident at all times.

**B.** Subject to maintenance closures and emergencies, the Community Park and the Gazebo will be available for use during the following hours:

Sunday through Thursday	7:00 a.m. to 7:00 p.m.
Friday and Saturday	7:00 a.m. to 9:00 p.m.

**C.** Each Ka'ulu by Gentry household is limited to five (5) guests at any time in or about the Community Park and the Gazebo without prior written consent of the Board or the Managing Agent.

**D.** Each Resident understands that use of the Community Park and the Gazebo is subject to his or her express assumption of all risk of injury or property damage incurred by the Resident, the Resident's family and the Resident's guests.

**E.** Skate boarding, bicycling, e-biking, tri-cycling, rough play, or any conduct not conducive to safety and wellbeing is prohibited in and around the Community Park and the Gazebo; provided, however, that children under the age of 14 may ride their bicycles and tri-cycles in and around the Community Park and the Gazebo if they do so in a safe manner and are being supervised by an adult.

**F.** Neither the Community Park nor the Gazebo may be used for organized, group athletic activities (e.g., no team practices or games) or as a location for providing commercial athletic training or commercial exercise classes. No group soccer, football, baseball or other group or team activities may be conducted at the Community Park or the Gazebo. Bouncy Houses, tents and other such structures may not be used at the Community Park without the prior written approval of the Board or the Managing Agent.

**G.** No animals are allowed at the Community Park or the Gazebo at any time, provided that, subject to reasonable restrictions adopted by the Board, certified guide dogs and certified service dogs, upon which disabled Residents depend for assistance, will be allowed at the Community Park and the Gazebo while on a leash and accompanied by the disabled Resident.

**H.** No screaming, yelling, profanity or mature-rated music is allowed at the Community Park or the Gazebo.

**I.** Any person may be barred from the Community Park and the Gazebo at the discretion of the Board for violation of these Project Rules or for any reason that, in the judgment of the Board, constitutes a hazard or unreasonable discomfort to others.

**J.** No grilling, barbecuing or other cooking is allowed at the Community Park or the Gazebo.

**K.** Smoking (cigarettes, cigars, vaporizers, etc.) is strictly prohibited while at or around the Community Park and the Gazebo.

**L.** Drinking of alcoholic beverages and having open containers of alcohol within the Community Park, the Gazebo and/or other common areas are prohibited

**M.** Climbing of walls, trees, fences and other common areas is prohibited.

**N.** Use of the Community Park and the Gazebo is on a first-come-first-served basis, provided that the Gazebo can be reserved by Residents. Attached as **Appendix 2** is the reservation form for reserving the Gazebo.

### **XIII. VIOLATIONS OF THESE PROJECT RULES**

**A.** Violations of these Project Rules and any damage to common elements or common areas must be reported promptly to the Manager, the Managing Agent or the Board of Directors.

**B.** Damage to common elements or common areas will be surveyed by the Board, the Managing Agent or the Manager, and the cost to repair or replace damaged property, and any legal fees incurred by or on behalf of the Association will be assessed against the person or persons, including Owners or Residents, responsible (directly or indirectly) for the damage.

**C.** The violation or breach of these Project Rules, the Declaration, the Bylaws or any other rule adopted by the Board or the Association will give the Board of Directors, the Manager or the Managing Agent the following rights, in addition to any other rights set forth in the Project Documents and Applicable Laws:

(1) To enter the Unit in which, or as to which, such violation or breach exists and summarily abate and remove, at the expense of the violating or breaching Unit Owner, any structure, thing or condition that may be causing the violation or breach of these Project Rules, the Bylaws or the Declaration, and the entering party will not be guilty of or liable for any trespass thereby; provided, however, that notwithstanding the foregoing to the contrary, such right of entry can only be exercised with respect to violations or breaches that constitutes an immediate and/or substantial threat to a person or to property; or

(2) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation or breach, and all costs thereof, including attorney's fees, will be assessed against the defaulting Unit Owner.

**D.** Owners are responsible for ensuring that their tenants, guests, invitees and Residents of their Unit abide by these Project Rules, the Declaration and the Bylaws. Owners will be held responsible for any infractions, regardless of whether or not the Owner is at fault. If the Owner is unable to enforce these Project Rules, the Declaration or the Bylaws, then the Owner must, at the request of the Manager, the Managing Agent or the Board of Directors, remove the non-complying person from Ka'ulu by Gentry. Every Owner must do whatever is necessary to remedy any violation at the Owner's expense.

**E.** The cost to repair or replace any damage to the common areas, as well as any legal fees incurred by the Association, will be assessed by the Board of Directors against the person or persons responsible, including Owners or Residents, for damages caused directly or indirectly by their tenants, guests or invitees.

**F.** The Board of Directors is to use its reasonable discretion in promulgating fines, citations and penalties for violations of these Project Rules, the Declaration or the Bylaws. An initial Citation Policy is attached to and made a part of these Project Rules as **Appendix 3**. The Citation Policy may be amended from time to time by the Board of Directors.

**G.** The Board of Directors may institute regular or random inspections of the common areas and of limited common elements to ensure compliance with these Project Rules, the Declaration and the Bylaws.

### **XIV. AMENDMENTS TO PROJECT RULES**

**A. By the Developer.** During the Declarant Control Period, these Project Rules (or any part of them) can be amended unilaterally by the Developer.

**B. By the Board.** Provided the result would not be inconsistent with any Applicable Laws or with the provisions of the Declaration or the Bylaws, these Project Rules may be amended or repealed, and

new or supplementary rules may be adopted, by the vote of a majority of the Directors present at a duly called meeting of the Board of Directors at which a quorum is present.

**C. By the Association.** Provided the result would not be inconsistent with any Applicable Laws or with the provisions of the Declaration or the Bylaws, these Project Rules (or any part of them) may be amended or repealed, and new or supplementary rules may be adopted, by a Majority of Unit Owners.


**D. Notification to Developer.** A copy of any new or supplementary rules and any amendments to these Project Rules must be delivered to the Developer until the last Unit in Ka'ulu by Gentry owned by the Developer is sold and conveyed. The new, supplementary or amended document should be delivered to the Developer within five (5) working days after its adoption or approval and must be sent under cover of a written statement by the Board of Directors or the Managing Agent that the document is an official document of the Association of Unit Owners.

**XV. ADOPTION.**

The undersigned Developer, as the Developer, the Owner of all of the Units in the Project and on behalf of the Association and the Board of Directors, hereby adopts the foregoing Project Rules as the Project Rules of the Association of Unit Owners of Ka'ulu By Gentry III as of October 31, 2024.

GENTRY KALAELOA, LLC,  
a Hawaii limited liability company

By: Gentry Homes, Ltd., a Hawaii corporation  
Its: Member

By:   
\_\_\_\_\_  
Andrew Kamikawa  
Vice President

## **APPENDIX 1**

### **VISITOR PARKING STALL AND TOWING POLICY**

Signs are posted in the visitor parking areas that state the visitor parking stall hours, and the tow company's name, address and telephone number.

All visitor parking stall users must visibly display on the dash of their vehicle the number (or address) of the Unit they are visiting. Vehicles that do not visibly display the Unit number (or address) on their dash will be towed.

Vehicles parking in the visitor parking stalls between the hours of midnight and 6:00 a.m. (or during other restricted hours) without a valid parking permit will be towed.

To obtain a parking permit for a visitor to park in a visitor parking stall between the hours of midnight and 6:00 a.m. (or during other restricted hours), please do the following:

- Contact the Manager between 9:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays), or leave a message on the Manager's telephone recorder to request a visitor parking permit.
- Submit the request for the parking permit at least two (2) working days before the date the parking permit is needed.
- Provide the Manager with a description of vehicle (including year, make and color, if known when making the request) and the date(s) the parking permit will be needed, as well as the cell phone number of the intended user of the visitor parking stall.

Each parking permit will state the Unit hosting the visitor and the date(s) during which the visitor parking stall can be used between the hours of midnight and 6:00 a.m. (or during other restricted hours).

Parking permits will not be issued for a period that is longer than five (5) consecutive nights.



## **APPENDIX 2**

### **GAZEBO: RESERVATION AGREEMENT**

1. Registered Residents of Ka'ulu by Gentry will be allowed to make a reservation for the exclusive use of the Gazebo, which will be accepted at the Manager's office in person or by phone between 9:00 a.m. and 4:00 p.m., Monday through Friday (excluding holidays) or from the Managing Agent's main office during its office hours. A reservation can be made up to one month in advance, and a Resident can make only one reservation in any thirty- (30-) day period.
2. Reservations will be accepted on a first-come, first-served basis. There will be one reservation per day for the Gazebo. Gazebo use hours are 7:00 a.m. to 7:00 p.m., Sunday through Thursday, and 7:00 a.m. to 9:00 p.m., Friday and Saturday. Exclusive use of the Gazebo is limited only to the Gazebo itself. Any furniture at the Gazebo must be left in place for the use of other Ka'ulu by Gentry Residents.
3. The maximum number of guests is restricted to twenty-five (25) persons.
4. There is a refundable security deposit of \$60.00 and a non-refundable user fee of \$50.00 for the Gazebo, to be paid with two (2) separate checks. Fees must be paid within 72 hours after making the reservation or before the date of use, whichever is sooner. Refund of the \$60.00 security deposit is subject to a satisfactory inspection for cleanliness of and damages to the Gazebo by the Manager or other Project officials.
5. All party decorations must be confined to the Gazebo and must be taken down at the end of the function. No decorations of any type can be hung in other areas of the Community Park, unless per-approved by the Board of Directors.
6. The Manager, the Managing Agent, the Board of Directors and the Association will not be responsible, and assume no responsibility, for any loss that may occur while the Gazebo is being used.
7. Any damages occurring during use of the Gazebo will be the responsibility of the registered Resident and any costs for repairs will be borne by the Resident.
8. No tents, tarps, or outside furniture are allowed at the Gazebo.
9. All trash must be properly disposed of. Any trash left by or in the Gazebo will result in the loss of the security deposit.
10. Residents must monitor their guests to ensure that landscaping and plants around the Gazebo are not damaged.

*[signature page follows]*

I HAVE READ AND I UNDERSTAND THE PROJECT RULES AND THIS AGREEMENT FOR RESERVING THE GAZEBO. I AGREE TO ABIDE BY ALL THE PROJECT RULES AND THIS AGREEMENT AND TAKE FULL RESPONSIBILITY FOR MY GUEST(S). I FURTHER UNDERSTAND THAT A BREACH OF ANY OF THE PROJECT RULES OR THIS AGREEMENT BY ME OR MY GUEST(S) COULD BE CAUSE TO FORFEIT ANY OR ALL OF MY SECURITY DEPOSIT AND/OR BEING BARRED FROM FURTHER USE OF THE GAZEBO.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Unit #

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Date of this Reservation Agreement

\_\_\_\_\_  
Check # / Refund

\_\_\_\_\_  
Date of Event

## **APPENDIX 3**

### **CITATION POLICY**

Citations, fines and penalties may be imposed by the Board of Directors, the Managing Agent or the Manager in accordance with the procedures and schedules set forth below. This Citation Policy is intended to be fair, but progressive, in its attempt to seek compliance with the Project Rules and the other Project Documents.

The right of the Board of Directors, the Managing Agent and the Manager to impose citations, fines and penalties is in addition to any other rights and remedies available to the Board and to the Association. If the offending Resident is not an Owner, then the Owner of the Unit will receive a duplicate notice of the citation, fine or penalty by regular mail. Whether or not the offending Resident is an Owner, the citation, fine or penalty will be assessed against the Unit and the Owner of the Unit will be responsible for such payment. The Board of Directors, in its discretion, may double the fines for egregious violations that pose a substantial threat to people or property.

#### **1. First Violation.**

The Resident will be notified of the violation either by a verbal notice or by a verbal notice followed by a written notice from the Board, the Manager or the Managing Agent. The written notice will be mailed by regular mail, hand delivered to the Unit or both mailed and hand delivered. The written notice will cite the specific infraction and specify the time period by which the correction must be made. To cover the cost of the letter, an administrative fee of \$25.00 will be charged against the applicable Unit. Time guidelines are as follows:

##### **a. Action Violations.**

For "action" kinds of violations (for example, parking a vehicle so that it blocks a sidewalk), the violator will be asked to immediately cease such activity and abide by the Project Rules and the other Project Documents and will be advised that if the violation is repeated, then a fine will be assessed. If the violation is one that can be *immediately* remedied by the violator (such as moving a vehicle so that it does not block the sidewalk or roadway), then a fine will be assessed if the required remedial action is not immediately taken. As each circumstance can be very different, any dispute as to whether a violator takes immediate action or not in remedying the violation will be finally decided by the Board of Directors. For action violations, the written notice will be a formality, which is an after-the-fact follow-up to the verbal notice. The verbal notice will be considered complete after given.

##### **b. Simple Non-Action Violations.**

For simple, "non-action" kinds of violations (for example, those generally requiring simple removal or disassembly to correct, such as an unauthorized installation or attachment of something to the exterior of the Unit or the leaving of belongings in common areas), the violator will be given five (5) days after the date of the notice within which to remedy the violation, after which time a fine will be assessed against the Unit Owner.

**c. Complex Non-Action Violations.**

For complex, non-action kinds of violations, which, by virtue of their nature, require more intricate activity to remedy (for example, unauthorized installation of non-approved window coverings), the violator will be given twenty (20) days to remedy the violation, after which time the fining process will commence. Notices of violations in this category will be sent by priority mail, with confirmation of delivery requested, followed up, concurrently, with a copy sent via regular mail. The twenty- (20-) day time period will commence three (3) days after the date the priority mail envelope is mailed, as evidenced by the postal receipt provided to the sender.

**2. Second Violation.**

If the Resident or Owner fails to correct the violation within the required timeframe or if, after correcting the violation, the Resident or Owner repeats the same violation (or one so close to the original violation that a reasonable person would determine it to be almost a duplicate of the original violation), then the Resident or Owner will be fined \$50.00, which amount will be assessed against the Owner's Unit, and a demand letter for payment of the fine will be sent to the Resident and the Owner. The initial demand for payment (the "**Second Violation Notice**") will be sent by priority mail, with confirmation of delivery requested, followed up, concurrently, with a copy sent via regular mail.

**3. Failure to Correct.**

If the violation is not corrected within the time period specified in the demand letter after the fine is assessed, then the Resident or Owner will be fined an additional \$10.00 for each day the violation continues to not be corrected until the violation is corrected, which amount will be assessed against the Owner's Unit. Notification of the commencement of this additional fine will be sent by regular mail, with a copy sent by priority mail with confirmation of delivery requested.

**4. Noncompliance.**

If the violation is not corrected within forty-five (45) days after the date the Second Violation Notice is mailed, then the Board may take such other action and/or seek such other or additional legal remedies as are authorized by *Hawaii Revised Statutes*, Chapter 514B (the "**Act**"), the Declaration and/or the Bylaws. Such other action may include having the Association's attorney get involved in the matter and obtaining a court order. All costs (including reasonable attorneys' fees) incurred by the Board to take such action and seek such remedies will be assessed to and against and paid by the Owner of the Unit. Pursuant to the Declaration and the Bylaws, such fines will constitute a lien against the Owner's Unit, which lien may be foreclosed by the Board or the Managing Agent in the same manner as provided in the Act for the foreclosure of a lien for failure to pay common assessments. The Owner will be responsible for obtaining reimbursement from the Resident of the Unit (if not the Owner) and/or from the Owner's tenants, guests, invitees or employees for any fines or other costs assessed against the Unit or incurred by Owner but attributable to such persons.

**5. Appeals.**

Appeals may be filed under the following guidelines:

- a.** Any person who disputes the subject of a Second Violation Notice or the subsequent fine(s) may appeal to the Board of Directors for a hearing on the matter within thirty (30) days after the date of the Second Violation Notice. Such appeal must be in writing as set forth in subsection d below. The filing of an appeal will not halt the accrual of any ongoing fines imposed for the violation that is the subject of the appeal.
- b.** The appeal must be sent by certified mail, return receipt requested, to the Managing Agent at its office. Receipt by the Managing Agent will constitute filing with the Board and the Association.
- c.** The date of mailing, as certified by the post office, will constitute the Date of Appeal.
- d.** The appeal must contain a copy of the Second Violation Notice, a statement of the facts of the violation, including the reasons for the appeal, names, phone numbers and addresses of witnesses and copies of any documents that prove the statements being made by the Owner or Resident.
- e.** The Board of Directors will discuss the appeal at the next regularly scheduled Board meeting and a decision will be rendered in writing within twenty (20) days after such meeting, which written decision will be provided to the Owner or the Resident via regular mail. The Owner or the Resident must promptly provide to the Board of Directors, through the Managing Agent, any additional information or clarification the Board of Directors or the Managing Agent feels is necessary to fully understand and assess the appeal. The Board of Director's decision is final.

**6. General.**

To keep pace with inflation and/or increased costs incurred by the Association, the Board, in its reasonable discretion, has the right to periodically, but uniformly, increase the amounts of the fines and the additional fines assessed against Owners and Residents. Upon any such increases, this Citation Policy will be amended by the Board accordingly.

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