

HOKULANI IN KAILUA

HOUSE RULES

and

DESIGN REVIEW MANUAL

APPROVED AND ADOPTED July 26, 2021

TABLE OF CONTENTS
HOKULANI IN KAILUA HOUSE RULES

Purpose	1
Enforcement	1
Section A: Violation of House Rules	3
Section B: Rules Pertaining to Project	6
Section C: Common Elements and Limited Common Elements	11
Section D: General	12
Section E: Vehicle	15
Section F: ANTENNA INSTALLATION POLICY	17
Section G: Electric Vehicle Charging Stations	24
Section H: NONDISCRIMINATION POLICY	28
DESIGN REVIEW MANUAL	30

HOKULANI IN KAILUA HOUSE RULES

PURPOSE

To promote the peace, tranquility and well-being of Hokulani in Kailua “the project”, certain rules and regulations must be adopted and enforced. These rules serve as a guide to showing consideration for others and to assure a congenial atmosphere.

These House Rules are effective July 26, 2021. They apply to all owners, tenants, residents, and their guests, employees and other persons using the project on their behalf.

It is intended these House Rules be relatively brief and the Association and its Board of Directors may add to and amend these rules as deemed appropriate for cleanliness, comfort and convenience of all residents or for any other reason.

These rules for the project supplement but do not change, the obligations of owners and residents contained in the Declaration and By-Laws for the project. The full authority and responsibility of enforcing the House Rules is vested in the Board of Directors. The Board of Directors may delegate the authority for enforcing the House Rules to the Resident Manager and/or the Managing Agent.

ENFORCEMENT

Authority. Compliance with the House Rules is required by both the Hawaii Revised Statutes and the Declaration of Condominium Property Regime and By-Laws of the project.

Cost of Enforcement. The cost of enforcement, including reasonable attorneys' fees, incurred by or on behalf of the Association, is the obligation of the apartment owner responsible for the conduct of the person violating the House Rules.

Definitions. As used in these House Rules, unless specifically provided otherwise or required by the context:

“Association” means the Association of Apartment Owners of Hokulani.

“Governing Documents” means the Declaration of Condominium Property Regime of Hokulani in Kailua and the By-Laws of the Association of Apartment Owners of Hokulani in Kailua, as amended and restated.

“Guests” means *persons who are occupying an apartment for periods of less than thirty days, together with registered occupants.*

“Project” means the Hokulani in Kailua condominium project.

“Managing Agent” means the entity retained, as an independent contractor, for the purpose

of managing the operation of the project. The Managing Agent Touchstone Properties, Ltd., 680 Iwilei Road, Suite 777, Honolulu, Hawaii 96817.

“Resident” means *owners who reside at the project, tenants of owners, and other occupants of units who are not guests.*

SECTION A VIOLATION OF HOUSE RULES

The violation of any of these House Rules or any amendments thereto shall give the Board of Directors, or its Managing Agent or Resident Manager, the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting or responsible apartment owner.

1. FINE SYSTEM AND SCHEDULE OF FINES.

Fines shall be imposed according to the following fining schedule.

Fines for Violations (Excluding Major Violations):

1. First Violation: a written citation will be issued for the first violation of the Governing Documents, unless the House Rules provide that fines will be imposed without warnings or notice.
2. Second Violation: a written citation will be issued, along with a \$50.00 fine, or a higher fine as specified in the House Rules, for any violation of the Governing Documents that occurs within 0 to 7 days of the prior violation.
3. Third Violation: a written citation will be issued, along with a \$100.00 fine, or a higher fine as specified in the House Rules, for any violation of the Governing Documents that occurs within 0 to 7 days of the prior violation.
4. Fourth Violation: a written citation will be issued along with a \$200.00 fine, or a higher fine as specified in the House Rules, for any violation of the Governing Documents that occurs within 0 to 7 days of the prior violation.
5. Subsequent Violations: Fines will be imposed for second, third, fourth, and subsequent violations that occur within 0 to 7 days of the previous violation, regardless of whether the violations involve the same, or different, provisions of the governing documents. After the fourth violation, a fine of \$200 will be imposed for each violation of the Governing Documents that occurs within 0 to 7 days of the prior violation. For example, if a person violates a "parking" rule for his/her first violation, and subsequently violates a "noise" rule for his/her second violation, a fine will be imposed upon the occurrence of the second violation. It is not necessary for a person to violate the same provision of the governing documents multiple times before fines, as outlined above, will be levied.

Fines for Major Violations: A fine of \$500.00 will be imposed without prior notice to the owner for each Major Violation. A Major Violation is one that involves any of the following violations:

- a. Violations that threaten to harm another person;
- b. Violations that are in direct defiance of a previous mandate from the Board of Directors to the subject owner;
- c. Violations that are described as Major Violations in the House Rules;

- d. Violations that require intervention by the Honolulu Police Department;
and
- e. Construction of modifications to an apartment or the common elements that requires the approval or written consent of the Board of Directors and/or owners but that the owner has commenced without such approval

The unpaid amount of such penalties and fines against any owner shall constitute a lien against his interest in his apartment.

2. **DUE PROCESS SYSTEM**

- a. The Resident Manager or Managing Agent shall mail notice of the proposed fine to the owners, postage prepaid.
- b. The owners may request an opportunity to be heard regarding the notice of proposed fine at the next regularly scheduled Board of Directors meeting by sending a written request to the Association's Managing Agent not later than ten (10) calendar days of the date that the notice of proposed fine was mailed to the owners.
- c. The Board shall issue a written decision on the notice of proposed fine and mail the same to the owners, postage prepaid.
- d. The owners ("appellant") may submit a written notice of appeal to the Board of Directors by mailing the notice of appeal to the Managing Agent.
- e. The Board's written decision shall be final and enforceable unless the appellant mails a written notice of appeal to the Managing Agent and it is received within ten (10) calendar days following the date that the Board's written decision was mailed to the appellant.
- f. The appellant's appeal will be heard at the next regularly scheduled meeting of the Board of Directors.
- g. The Board shall issue a written decision on the notice of appeal and mail the same to the appellant postage prepaid.
- h. The appellant may submit a written notice of appeal to an Appeals Committee by mailing the same to the Managing Agent. The Appeals Committee shall consist of three owners, of which one each shall be selected by the appellant and the Board of Directors, and the third selected by the two owners.
- i. The Board's written decision on the appeal shall be final and enforceable unless the appellant mails a written notice of appeal (to the Appeals Committee) to the Managing Agent and it is received within ten (10) calendar days following the date that the Board's written decision on the appeal was mailed to the appellant.
- j. The appellant's appeal will be heard at a meeting of the Appeals Committee. Upon agreement by the parties, the meeting will be scheduled within thirty (30) days of the appeal to the Appeals Committee.
- k. The Appeals Committee's written decision on the notice of appeal shall be final and binding on the parties.
- l. An appellant intending to bring an attorney or another person to any meeting under this Paragraph A.2 must inform the Managing Agent at least ten (10) days prior to the meeting. If the appellant brings an attorney (or other type of advocate) without the Association's prior knowledge, the meeting will be rescheduled to a later date so that the Association can be properly represented at the meeting.

3. **REFERRAL TO LEGAL COUNSEL**

Repetitive or serious infractions will be referred to legal counsel for resolution upon direction of the Board or Board President.

Every owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in collecting any delinquent assessments against such apartment or enforcing any provisions of the Declaration, By-Laws or House Rules against such owner or any resident of such apartment.

4. **MISCONDUCT**

Under Section 514B-144(d) of the Hawai'i Revised Statutes, if any common expense is caused by the misconduct of any owner, the Association may assess that expense exclusively against such owner's apartment.

SECTION B RULES PERTAINING TO PROJECT

1. Alterations.

No owner or resident shall:

- (a) Erect or place in the project any building or structure including fences and walls;
- (b) Make any additions or alterations to any common elements of the project;
- (c) Place or maintain thereon any signs, posters or bills whatsoever;
- (d) Install draperies the exterior side of which is anything other than un-patterned white, or off-white, plain surface;
- (e) Decorate or landscape any entrance, hallway, or planting area;
- (f) Paint the walls or ceilings of any lanai appurtenant to his or her apartment;
- (g) Install any awning or similar device visible from the exterior of the building;
- (h) Install any other sun-screening device, (including, but not limited to any coating or film applied to the interior or exterior surfaces of the glass windows or doors of the apartment) visible from the exterior of the building;
- (i) Install any air conditioning equipment other than those preapproved and recorded in the Bureau of Conveyances using an Encumbrance Agreement. Owners must submit plans and specifications including detailed plot plan, prepared by a licensed architect if so required by the Board, and approved in writing by the Board and in some cases a majority of owners (or such larger percentage required by law or the Declaration), including all owners of apartments thereby directly affected.

Please refer to the Design Review Manual for more details. Violations of this section are Major Violations. Fines begin at \$500.

2. Exterior Surfaces and Appearances. No awnings, shades, screens, Venetian blinds, window guards, floor coverings, radio or television antenna, or other objects shall be attached to or hung from the exterior of the buildings and grounds or protrude through the walls, windows or roofs thereof. Provided, however, those antennas and satellite dishes which are covered by the Antenna Policy, Section F, will be permitted only as described in that Policy. No notice, advertisement, bill, poster, display or other means of visual communication shall be inscribed or posted on or about the project. **Fines begin at \$100.**

Exception to signage rules is adopted June 2016 that when necessary for the health and safety of residents and others, such as Fire Department personnel, or by Department of Health directives, signage in windows of an apartment whose size and design are determined reasonable by the Board of Directors is allowable. An example is a resident on oxygen with a sign stating:



Adopted June 13, 2016

3. **Draperies.** The exterior side of all draperies, curtains, mini blinds or vertical blinds must be of an un-patterned white, or off-white, plain surface to enhance the outward appearance of the buildings. Fines begin at \$50.

4. **Air Conditioners.** Air conditioners must be pre-approved in writing by the Board of Directors. Since air conditioners require modification of the common elements, the Owner must enter into an Encumbrance Agreement also known as a Construction Modification Agreement which is signed by both the owner and two officers of the Board of Directors and is recorded in the Bureau of Conveyances which describes the modification and responsibility of the Owner, which responsibility passes with title to any new owner. Please refer to the Design Review Manual. Fines begin at \$250. **Portable AC Rule.** The Board discussed portable air conditioners because the exhaust outlet can have an effect on the external appearance of the units and because owners are removing a portion of the window in some installations and windows are part of the common elements. If an owner wants to install a portable air conditioner with the adapter on a sliding window, use of a portable air conditioner is allowed. If an owner wishes to install the portable air conditioner exhaust in a louvered window which requires the removal of glass or other alteration of the window, the owner must apply for board approval and get written prior approval before making alterations to a window.

5. **Screen Doors.** All front screen doors must be approved in writing by the Board of Directors. To expedite the process, the Board delegated authority to the Resident Manager to approve screen door projects, subject to design requirements approved by the Board. Contact Resident Manager for guidelines on style of screen doors approved by the Board of Directors for the project. Fines begin at \$50.

6. **Entryways and Private Porch Areas.** Entryways and private porch areas must be kept clear at all times. Bicycles, tricycles, strollers, skateboards, scooters, trash, barbecues, furniture, shoe racks, plants and other objects may not be placed in these areas. A reasonable amount of shoes or slippers may be kept neatly in front of apartment door. Reasonable amount is two pairs per resident unless a party or gathering is in progress. No fires or open flame are permitted on entryways or private areas. Fines begin at \$50.

7. **Noise.** All noise from whatever source must be controlled so that it does not disturb or annoy other residents of the project. This rule will be enforced at all times of the day.

Remodel/reconstruction noise must be restricted to the hours of 8:00 am to 4:30 pm, Monday through Saturday. No construction noise on Sundays.

Quiet hours are: 10:00 pm to 8:00 am 7 days per week

For clarification, residents may not create a nuisance at any time. Quiet hours defined as 10 pm to 8 am does not mean that any amount of noise can be made at all other hours. Noise can be reported to the police on a 24/7 basis. Fines for this section begin at \$50.

8. **Emergencies.** If the immediate services of the Police Department, Fire Department, an ambulance or doctor are required, the desired agency or person should be called directly by dialing 911. It is not the responsibility of the Association nor is the Association equipped to respond to such emergencies. Any emergency, however, including, without limitation, flooding, fire, theft, building damage and vehicular accidents should be brought to the attention of the Resident Manager as soon as possible.

9. **Deliveries.** The Association, the Managing Agent, the Resident Manager and Board of Directors are not responsible for packages or other deliveries left at doors of the apartment or any other place in the project, nor for any personal property placed or left in or about the building. Each owner or tenant shall arrange for delivery of parcels or items that cannot be received through regular mail at their respective apartments.

10. **Lanais.** Nothing other than plants shall be hung from the lanai. All plants in lanai area must be placed in containers to prevent the spillage of water or soil onto common elements or other s. No plants or other objects will be placed on lanai railings. Only hanging plants are allowed to be hung inside lanai area and must not protrude outside of the lanai. The number and appearance of hanging plants will be subject to the approval of the Board of Directors. Care must be taken in scrubbing lanais to prevent water from running down the exterior of the building. Any damage to the building will be repaired by the Association and billed back to the offending owner. Garments, rugs, mats or other objects must not be dusted or shaken from lanais, windows or stairways or cleaned by beating or sweeping on any exterior part of the buildings. Dust, rubbish or litter must not be swept or thrown from any apartment or any other room of the building into any entry way or other parts of the project. Furthermore, nothing will be thrown or emptied by the residents or their guests out of the windows or doors into any part of the buildings of the project. No items, such as towels, articles of clothing, or household goods etc., will be permitted on lanai railings. No brooms, mops, clotheslines, cartons, or large items which would protrude above lanai railings, will be permitted on lanais, or passages. No fires or open flame, hibachis, gas grills, charcoal grills, or similar devices shall be permitted on any apartment lanai. Electric grills or similar apparatuses may be used on the lanais unless cooking smoke or odors become a nuisance to neighboring s. Fines in this section begin at \$50.

11. **Pets.** No livestock, poultry, or other animals whatsoever, shall be allowed or kept in any part of the project except dogs, cats and other household pets in reasonable number may be kept by the owners and residents in their respective apartments, but shall not be kept, bred or used therein for any commercial purpose. Owners of pets causing a nuisance or unreasonable disturbance to any other resident of the project are subject to the fine system and may be directed to promptly remove the animal in question. Feeding stray animals or birds is prohibited. Owners are required to keep pets leashed at all times when in common areas as well as to pick up any fecal matter their animal deposited immediately and dispose of such matter in sealed plastic bags in appropriate trash receptacles. Fines

begin at \$100.00.

12. **Rubbish.** Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge, noxious or flammable gases or vapors, or pose any hazard to health or property as defined by state or federal law including but not limited to hazardous materials such as gasoline, kerosene, naphthalene, paint or other combustible materials of like nature shall not be deposited in the garbage collection areas. The disposal of hazardous materials shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste. Rubbish is to be bound in bundles of reasonable size and deposited by the residents in the garbage collection areas. Bags must be tied. ***Boxes must be flattened.*** Recyclable materials should be rinsed and placed in appropriate bins if available. Christmas trees shall not be placed in Association trash containers and shall be legally disposed of off property by the tree owner. ALL construction debris must be disposed of off-site even when it is an owner-builder project. The City & County of Honolulu does not allow construction debris mixed with household waste. Fines for this section begin at \$50 plus the cost of hauling away the improperly disposed of products.

13. **Tenants, Guests and Invitees.** Each owner shall be responsible for the conduct of any resident of the owner's apartment, the owner's tenants, and the owner or owner's tenants' guests, employees and other invitees, and shall insure that their conduct is not offensive to any residents of the building, does not damage any portion of the common elements, or violate the Governing Documents in any way.

14. **Recreation Areas.**

(a) The barbecue areas may be used only between the hours of 8:00 am and 9:00 pm daily. After use, the areas shall be cleaned by the user and left in a neat condition.

(b) The playground equipment was designed by the manufacturer for use by children aged 5 years to 10 years. For the safety of our keiki, adult supervision while using playground areas and equipment is required.

(c) Any and all toys or items used as toys must be removed at the end of each and every play session. Toys and items used as toys are not to be left out when not in use.

(d) Creating mud, playing with mud, and smearing mud on playground equipment, the gazebo area, the barbecue area, or any nearby structure or vehicle is prohibited.

(e) No sidewalk chalk is allowed.

(f) Baseball or any other activity utilizing hard balls, bats, or any other equipment which could cause injury to others or damage to the common areas is prohibited on the common elements. Fines begin at \$50.

(g) Drones – see Section H.

15. **Bulletin Boards.** Bulletin boards are for the exclusive use of owners and residents. See Resident Manager to post a notice. Repeated violations will be fined beginning at \$50.

16. **Shopping Carts.** Shopping carts from retail establishments are prohibited at the project. Carts or collapsible carts owned by the resident and stored within an apartment are acceptable. Fines begin at \$50.

17. **Seasonal Decorations.** Temporary seasonal decorations are allowed two weeks before the holiday and must be completely removed no later than two weeks following the holiday. December holiday decorations may be displayed one day before Thanksgiving and shall be removed by January 15th of the following year. Fines begin at \$50.

18. **Cleanliness.** Owners shall keep their apartments in a strictly clean and sanitary condition, and shall not cause or permit the accumulation of materials in their apartments, which jeopardizes the safety of the project, promotes the spread of vermin or odors, or results in conditions that constitute a danger or nuisance to the common elements, other apartments or any residents.

19. **Drones.** **UNMANNED AERIAL VEHICLE (UAV) OR AERIAL DEVICES (“DRONES”).** For the safety and privacy of all residents of the project and to protect improvements at the project, no drones, unmanned aerial vehicles, or similar remote or radio controlled aerial devices shall be allowed anywhere on the project. Any devices found in the common areas will be confiscated by the Association and deemed abandoned by the owner of the device.

SECTION C

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Surfboards, Bicycles and Tricycles.** Surfboards, bicycles, skateboards, scooters, tricycles and any other equipment or personal items must be stored in apartments and not in any common element of the project with the exception of the Bike Racks. For the safety of the rider and others, under no circumstances may bicycles, skateboards, rollerskates, scooters or similar wheeled devices be ridden anywhere on the project driveways or sidewalks. Residents must see Resident Manager regarding use of bike racks. Fines begin at \$50.
2. **Protection of Common Areas.** Furniture, furnishings and equipment for the common elements have been provided for the comfort and convenience of all residents and guests of the project and therefore shall not be altered, removed, or transferred to other areas without permission from the Board of Directors. **Inflatable devices such as bounce houses, slides or pools are not allowed.** Fines begin at \$50 and will include the cost to repair or replace any damaged or missing Association property.
3. **Damages.** Each owner shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common elements, which damage or destruction was contributed to or caused by the owner, any resident of the owner's apartment, the owner's tenants, or the guests, employees and other invitees of the owner or the owner's tenants, and such costs and expenses may constitute a lien against the owner's interest in the apartment.
4. **Access.** The walkways, stairways, building entrances, driveways, and other similar common elements shall be used strictly for access to and from the parking and apartments, and must be at all times free from obstructions. Fines begin at \$50.
5. **Litter.** Waste receptacles must be used to dispose of trash or litter. Unwanted junk mail must be disposed of properly in a waste receptacle. Fines begin at \$50.
6. **Residents and Guests.** Each owner and/or tenant shall be responsible for the conduct of the residents of their apartment, and the guests, employees and other invitees of the owner or the tenants, at all times, and shall insure that their conduct is not offensive to any residents of the building, and does not damage any portion of the common elements, or violate the Governing Documents in any way.
7. **Landscaping.** None of the landscaping at the project is to be removed, picked, altered, or transplanted by any owners, residents or guests. Fines begin at \$500.00 or the cost to replace, whichever is higher, as determined by the Board of Directors.

SECTION D GENERAL

- Hazards.** Nothing shall be allowed, done or kept in any apartment or common areas of the project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any harmful or offensive activity or nuisance be made or suffered thereon. Although waterbeds are not prohibited from use within the project, in addition to the floor loading criteria described above, each resident installing a waterbed must first gain written permission from the Board of Directors and complete a form stating his or her acceptance of responsibility for any accidents associated directly or indirectly with the use of this bed. Residents using waterbeds at the project must also agree to provide to the Association a copy of an insurance policy which names the Association and Managing Agent as additional insureds and covers any and all water, structural or other damage to persons or property resulting from leaks, weight of the waterbed or any other accidents related to or involving the waterbed. No resident shall use or permit to be brought onto the project anything which may be hazardous to life, limb or property, such as gasoline, kerosene, or other combustibles of like nature, nor any fireworks, or explosives. Any person bringing such hazardous materials onto the project will be responsible for any damage which occurs as a result of such hazardous materials and shall indemnify and hold harmless the Association, the Board of Directors, its Managing Agent and Association employees against any claim related to these materials.
- Suggestions.** Complaints and suggestions regarding the project shall be made in writing addressed to the President of the Association, Board of Directors or the Resident Manager and mailed care of the Managing Agent: Touchstone Properties, Ltd., 680 Iwilei Road, Suite 777, Honolulu, Hawaii 96817.
- Registration.** Each resident shall complete an Association registration form with the Resident Manager which shall include, among other things, a requirement that the resident provide the Resident Manager with the contact information for the person to be contacted in case of emergency. The Association is not, however, undertaking any responsibility for notifying emergency services in the event of an emergency. Owners and other residents should notify such services directly. It is not the responsibility of the Association nor is the Association trained or equipped to respond to emergencies. With regard to tenants, any change in the contact information or change in tenant status, must be updated with the Resident Manager immediately. Owners and tenants must provide Resident Manager notice of any change in their contact information (mailing address and phone number) within two business days of the change.
- Moving.** Moving in, moving out and the moving of large items shall be coordinated through the Resident Manager. Any damage to the project caused by the moving of furniture or other personal effects in or out of the project may be repaired by the Association at the expense of the owner of the apartment involved.
- Rentals.** Owners may lease their apartment, subject to Section 9 below, or make it

available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules, and the owner shall be responsible for the residents' conduct. The owners must complete and submit a registration form to the Resident Manager containing, among other things, the names and length of anticipated occupancy of all such residents, not later than two days prior to occupancy.

6. **Agents.** Owners shall designate an agent who resides on Oahu if the owners do not reside on the island of Oahu or if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Resident Manager their out-of-town address and telephone number and the name and local telephone number of their on-island agent.

7. **Apartment Maintenance.** The repair and maintenance of apartment interiors are the responsibilities of the individual owners pursuant to Article V, Section 2 of the By-Laws. (This includes the cleaning of windows inside). It is the owner's responsibility to see that their apartments are maintained in such a condition so as not to cause damage to other apartments or to the common elements, or to jeopardize the rights, comforts, and health of other residents.

8. **Compliance with Laws.** Each owner and resident shall observe and perform all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association for the time being applicable to the use of the project. No owner or residents shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the project.

9. **No Transient Accommodations.** The apartments of the project shall be occupied and used only as private dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than ninety (90) days, or (b) any rental in which the residents of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration.

10. **Business Activity.** No trade or business of any kind may be conducted in or from any apartment or the project except that an owner or resident residing in an apartment may conduct such business activity within the apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements for the project; (c) the business activity does not involve persons coming onto the project who do not reside in the project; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

11. **Interaction With Other Owners, Residents, Guests And Staff**

- (a) No owner, resident or guest may be verbally or physically abusive or otherwise engage in conduct on the project that is threatening or harassing to an owner, resident or guest or an officer, director, agent or employee of the Association.
- (b) No owner, resident or guest may request special or personal services from an Association employee or contractor while the employee or contractor is on duty for the Association nor shall any owner, resident or guest direct any Association employee or contractor in his or her job functions.
- (c) Association employees are required to report any violation of this rule to their supervisor.
- (d) The Board may in some cases choose to act only against egregious breaches. In the event the Association chooses not to act on a complaint for violation of this rule, or the complaining party believes the Association's action is not sufficient, such party may take legal action to enforce this provision against other residents.

SECTION E VEHICLE

1. **Vehicle Definition.** For the purpose of this section the term "vehicle" shall mean automobile, trucks, motorcycles, motorbikes (mopeds) and other similar motorized transportation devices.
2. **Vehicle Registration.** Residents shall register their vehicle(s) with the Resident Manager giving their name and telephone number, make of vehicle, and vehicle license number(s) prior to or within forty-eight (48) hours of taking occupancy of their apartment. Fines begin at \$50 and no warnings are issued for this rule.
3. **Vehicle Washing.** Residents may wash vehicles in designated areas only, between the hours of 7:00 am and 9:00 pm. The washing of vehicles and disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste. Fines begin at \$50.
4. **Stall Maintenance.** Residents are responsible for the cleanliness of their respective parking stalls. Any fluid spills must be cleaned immediately. If not, owner will be given notice and then if not cleaned within seven (7) days, the Association will clean the pavement and bill the owner. No personal items, such as lumber, furniture or crates shall be stored in the parking stalls, except permitted vehicles. Fines begin at \$50. If the Association has to clean the stall due to inaction by the owner or his tenant, the cost to clean the stall will be billed to the owner's maintenance fee account.
5. **Movement of Vehicles.** Vehicles shall travel at no more than 5 miles per hour while on the project.
6. **Access.** No vehicle belonging to the owner, any resident of the owner's apartment, the owner's tenants, or the guests, employees and other invitees of the owner or tenants, shall be parked in such manner as to impede or prevent ready access to any entrance or to any exit from the project by another vehicle. Vehicles parked in a common area that must be towed will receive a \$50 fine with no warnings and can be towed away by the Association at the owner's expense.
7. **Parking.** Unauthorized vehicles parked in reserved stalls, vehicles owned by residents parked in visitor stalls or vehicles parked in unauthorized spaces or areas will be towed away at the owner's cost, risk and expense. Owners and residents shall not rent their reserved stalls to persons who do not reside on the project. No parking in visitor stalls between 1 am and 5 am. The vehicle and anything attached to it must not extend beyond the marked parameters of the parking stall nor impede access to other stalls or rights of way. Owners of oversized or large vehicles must be considerate of their adjacent parking stall neighbors.
8. **Nuisance.** No auto repairs (including oil or brake fluid change) or painting of vehicles is permitted in the project. No racing of motors is permitted, and all automobiles and motorcycles must be equipped with quiet mufflers. Fines begin at \$50.

9. **Vehicles.** All Vehicles parked in the parking areas must be in operating condition with a current vehicle license, registration and safety inspection sticker as required by law. Vehicles not meeting these requirements will be considered parked on private property without authorization and may be towed from the project at the vehicle owners' cost, risk and expense. Fines begin at \$50.

10. **Loading Zone.** Designated loading zone(s) at the project may be used by the residents for periods not to exceed thirty (30) minutes. After thirty minutes, vehicles may be towed. See paragraph 6 above.

SECTION F

ANTENNA INSTALLATION POLICY

I. Background

This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of Hokulani in Kailua in conformance with the Over-The-Air Reception Devices (“OTARD”) rule of the Federal Communications Commissions (47 C.F. .r. Part 1, Subpart S. § 1.4000 et seq.), as amended [“FCC Rule”] governing installation of certain antennas described below.

This Antenna Installation Policy shall be binding upon all owners, occupants, tenants, and other persons using the condominium project and shall superseded any previously adopted rules on the same subject matter.

A. Existing Restrictive Covenants

No apartment owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows or roof thereof. No apartment owner or occupant shall erect, place or maintain any television or other antennas on said project visible from any point outside of his apartment without the approval of the Board of Directors.

B. Antenna Installations Affected by the FCC Rule

The only antennas which are covered by the FCC Rule are:

1. Dish antennas one meter or less in diameter used to receive direct broadcast satellite service, including direct-to-home satellite services or to receive or transmit fixed wireless signals¹ via satellite; or
2. Antennas one meter or less in diameter or diagonal measurement used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, otherwise known as “wireless cable” services or to receive or transmit fixed wireless signals other than via satellite; or

¹

In the case of an antenna that is used to transmit fixed wireless signals, the provisions of this policy shall apply only if a label is affixed to the antenna that: (1) provides adequate notice regarding potential radiofrequency safety hazards, e.g., information regarding the safe minimum separation distance required between users and transceiver antennas; and (2) references the applicable FCC-adopted limits for radiofrequency exposure.

3. Antennas one meter or less in diameter or diagonal measurement used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, otherwise known as “wireless cable” services or to receive or transmit fixed wireless signals other than via satellite; or
4. Antennas used to receive over-the-air television broadcast signals.

The FCC Rule also covers masts supporting an antenna described in paragraphs B(1), (2) or (3) above.

For purposes of this section, “fixed wireless signals” means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. Fixed wireless signals do not include among other things, AM radio, FM radio, (“HAM”) radio, Citizen’s Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (e.g., ham radio antennas) will continue to be Hawaii Revised Statutes. Furthermore, the FCC Rule only covers antennas installed “on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property.” Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule.

II. Restrictions on Antenna Installations Subject to FCC Rule

Antennas covered by the FCC Rule may be installed only in accordance with the following restrictions:

- A. Any owner proposing to install an antenna shall provide the Board of Directors with written notice prior to installation. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) an adequate depiction of the location of installation and the manner in which the antenna will be installed and cables will be run. Prior to installation, the owner shall also provide the Association with a copy of any applicable governmental permit.
- B. Except as provided herein with respect to limited common elements, no antenna or mast shall be installed, used, or maintained on or in the common elements of the project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user’s exclusive use and control, any other owner’s apartment, or the air space of another owner’s apartment or the air space of any limited common element that is not within the antenna user’s exclusive use and control.

- C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the owner's apartment, provided, however, that:
1. No antenna shall be installed, used, or maintained, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user:
 2. No antenna shall be installed, used, or maintained, without prior written consent of the Board of Directors, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however, that no antenna shall be installed, used or maintained in any apartment without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- E. If acceptable quality signals can be received (or transmitted) by placing antennas and masts inside an existing apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from either the exterior of the apartment or limited common elements appurtenant to the apartment, or the exterior of the project, unless such placement would impair the installation, maintenance or use of the antennas, in which case the following requirements shall apply:
1. Antennas and masts shall be placed in the least visually obtrusive location, which would not preclude reception (or transmission) of an acceptable quality signal. As used in this Antenna Installation Policy, "preclude reception (or transmission) of an acceptable quality signal" means that reception (or transmission) would be impossible or would be substantially degraded.
 2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received (or transmitted) from this location.

3. Antennas visible from the street, the common elements, or from other apartments shall be placed so as to be camouflaged by existing landscaping, fencing, or other structures if an acceptable quality signal may be received (or transmitted) from such placement.
 5. If no existing landscaping or screening exists, the Board of Directors may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas.
 6. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmission) of an acceptable quality signal. No bare metal may be exposed.
 7. The antenna wires shall be installed so as to be minimally visible.
 8. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- F. Any installer of an antenna, other than the owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts shall be installed by licensed contractors providing proof of insurance with the following minimum limits:
1. Commercial General Liability (including Completed Operations): \$1,000,000 and;
 2. Workers' Compensation: Statutory Limits.
- G. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of antennas and masts. Owners shall be responsible for repair or replacement if the exterior surface of the antenna or mast deteriorates.
- H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements or apartments of other owners, or void any warranties of the Association or other owner. Owners are responsible for all costs associated with the antenna including but not limited to costs to:
1. Place (or replace), repair, maintain, and or remove antennas;
 2. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;

3. Pay medical expenses incurred by persons injured by antenna maintenance, or use;
 4. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
- I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) working days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.
- J. No more than one antenna of each type of service may be installed by an owner.
- K. Antenna installations shall not present any structural or safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Rule.

The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. No mast may be installed which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation without prior Association approval. Any request for approval of a mast which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation shall include a detailed description of the structure and anchorage of the antenna and mast, as well as an explanation of the necessity for a mast of this size. If the installation will pose a safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The notice of rejection shall specify the safety risks.

Antennas and masts shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas or masts be placed where they may come into contact with such power lines or circuits. The purpose of this requirement is to prevent injury or damage resulting from contact with electrical power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.

Antennas are required to withstand winds of 80 mph.

- L. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the association position is enforceable, a fine of \$100.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines may be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
- M. Antennas shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, electrical service equipment, or any other areas in which access is necessary for the safe operation of the condominium project. The purpose of this requirement is to ensure safety of Association residents and personnel.
- N. Owners shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any antenna. Owners shall reimburse other owners, residents, and persons for damage to their property caused by the installation, maintenance, or use of the owners' antennas or masts. Owners shall pay any medical expenses incurred by the persons injured by the installation, maintenance, or use of the owners' antennas or masts.
- O. Any owner permanently removing any antenna shall, at his/her sole cost and expense, restore the installation location to its original condition.
- P. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commissions for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by the Association, acting through its Board of Directors.
- Q. If any term, provision, or part of this Antenna Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Antenna Installation Policy, or application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of this Antenna Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.

Notwithstanding the foregoing, if the Association installs a central antenna on the property which satisfies the requirements of the FCC Rule, then the restrictions on installations of antennas on the property by owners, as set forth in the governing documents and Chapter 524B, Hawaii Revised Statutes, shall be in full force and effect and owners will not be allowed to install antennas on the Project.

If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

SECTION G ELECTRIC VEHICLE CHARGING STATIONS

ASSOCIATION OF APARTMENT OWNERS OF HOKULANI IN KAILUA RESOLUTION RE: ELECTRIC VEHICLE CHARGING SYSTEM RULES

WHEREAS, Section 196-7.5(b) of the Hawai'i Revised Statutes ("**HRS**") provides:

(b) Every private entity may adopt rules that reasonably restrict the placement and use of electric vehicle charging systems for the purpose of charging electrical vehicles in the parking stalls of any multi-family residential dwelling or townhouse; provided that those restrictions shall not prohibit the placement or use of electric vehicle charging systems altogether. No private entity shall assess or charge any homeowner any fees for the placement of any electric vehicle charging system; provided that the private entity may require reimbursement for the cost of electricity used by such electric vehicle charging system.

WHEREAS, HRS Section 196-7.5 defines "private entity" as follows:

"Private entity" means any association of homeowners, community association, condominium association, cooperative, or any other nongovernmental entity with covenants, bylaws, and administrative provisions with which a homeowner's compliance is required.

WHEREAS, Section 196-7.5 defines "electric vehicle charging system" ("**EVCS**") as follows:

"Electric vehicle charging system" means a system that is designed in compliance with Article 625 of the National Electrical Code ("**NEC**") and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An EVCS may include several charge points simultaneously connecting several electric vehicles to the system.

WHEREAS, Article 625 of the National Electrical Code provides, in part, that each outlet used to charge electric vehicles must be supplied by an individual branch circuit (which may have no other outlets):

625.40 Electric Vehicle Branch Circuit.

Each outlet installed for the purpose of charging electric vehicles shall be supplied by an individual branch circuit. Each circuit shall have no other outlets.

WHEREAS, Article 625 imposes other requirements for the installation of “electric vehicle supply equipment.” Electric vehicle charging systems (which include electric vehicle supply equipment among other components) are subject to various other requirements. Article 625 defines “electric vehicle supply equipment” (“**EVSE**”) as:

The conductors, including the ungrounded, grounded, and equipment grounding conductors, and the electric vehicle connectors, attachment plugs, and all other fittings, devices, power outlets, or apparatus installed specifically for the purpose of transferring energy between the premises wiring and the electric vehicle.

WHEREAS, the Association of Apartment Owners of Hokulani in Kailua (“**Association**”) retained Douglas Engineering Pacific, Inc., to analyze the capacity of the existing electrical system. Douglas Engineering provided the Association with a report that provides, in part:

We examined the electrical service equipment on the buildings and reviewed the available record drawings. The electrical service equipment for the common element loads of each building are not large enough for EV charging stations and would need to be upgraded if they are to serve the EV charging stations. The electrical service equipment for the individual dwelling units has capacity for at least one EV charging station per building.

A copy of the report is available for inspection upon request.

Now Therefore, Be It Resolved, the Board of Directors, having considered the foregoing authorities and report of Douglas Engineering, the provisions of the governing documents of the Association and requirements of HRS Chapter 514B, adopts the following rules governing electric vehicle charging stations:

INSTALLATION REQUIREMENTS

1. An EVCS may not be connected to the common element electrical system but only to the electrical service equipment serving the owner’s unit. The unit’s capacity to operate an EVCS must be confirmed by a licensed electrical engineer.
2. Occupants may not run extension cords from their units to supply the EVCS.
3. Installation of an EVCS will require, among other things, trenching, installation of conduit from the unit’s electrical service equipment to the limited common element parking stall, installation of the EVCS, and restoration of any common elements disturbed, removed or damaged by the work, including without limitation asphalt

paving, concrete sidewalks, and landscaping. The common elements must be restored to their original condition at the time work is commenced.

4. The EVCS is subject to the requirements of Article 625 of the NEC, including without limitation, the requirement that the EVCS not be installed on a circuit that has any other outlets. In other words, the EVCS must be on a dedicated circuit (and it must comply with other requirements of the NEC and other codes and ordinances.)
5. A written request for approval signed by all owners of the unit must be submitted to the Board of Directors, including plans and specifications, describing all of the work proposed to be performed to install the EVCS, including all work on the common elements and all work to restore the affected common elements to the condition they were in prior to commencement of the work (such as repairs to asphalt paving, concrete sidewalks, and landscaping.) The written approval of the Board of Directors is required before any work may begin.
6. Owners must submit to the Board a copy of the building permit issued by the City & County of Honolulu, Department of Planning and Permitting (“DPP”), and any plans and specifications for the EVCS submitted to DPP in connection with the building permit application.
7. Any fastened-in-place EVCS must be installed within the confines of the owner’s limited common element parking stall to the fullest extent possible and may not intrude upon another owner’s limited common element parking stall or any walkway or driveway.
8. Licensed and bonded contractors must be used to install the EVCS and perform any work on the common elements.
9. Within fourteen days of approval of the EVCS by the Association, owners must provide a certificate of insurance naming the Association as an additional insured on the owner’s homeowner’s insurance policy.
10. Owners and their contractors shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to, occupants at the project and their guests and invitees, employees of the Association, and any property at the Project, including but not limited to personal property, vehicles, plants, trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities, or other real or personal property at the project.
11. Owners shall be required to indemnify, defend, and hold harmless the Association and its directors, officers, employees, and agents from and against all claims of any kind arising out of or related to installation, operation, and use of the EVCS.

OPERATIONAL AND OTHER REQUIREMENTS

In accordance with HRS Section 196-7.5(d):

1. The owner and each successive owner of the parking stall on which or near where the EVCS is placed shall be responsible for any costs for damages to the EVCS, common elements, limited common elements, and any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the EVCS.
2. The repair, maintenance, removal, and replacement responsibilities shall be assumed by each successive owner until the EVCS has been removed from the common elements or limited common elements.
3. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner and shall name the Association and its managing agent as an additional insured under the policy; and
4. The owner and any successive owner of the parking stall on which or near where the EVCS is placed shall be responsible for removing the EVCS if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
5. The charging cord for the EVCS must be used in a manner that does not pose a trip-and-fall hazard and must be neatly stored when not in use.

The Board of Directors adopted this Resolution this 26th day of July 2021.

Robert K.W. Lee, Jr

Secretary

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SECTION H NON DISCRIMINATION POLICY

ASSOCIATION OF APARTMENT OWNERS OF HOKULANI IN KAILUA NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes (“HRS”) Chapter 515, Title VIII of the Civil Rights Act of 1968 as amended by Fair Housing Amendments Act of 1988 (the “Federal Fair Housing Act”), and this non-discrimination policy, the Association of Apartment Owners of Hokulani in Kailua, a Hawaii nonprofit corporation (“Association”) does not discriminate on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion marital status, familial status, ancestry, national origin, disability, age, or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is the Association’s policy to extend to all individuals the full and equal enjoyment of the facilities, privileges and services with HRS Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the property, the Association shall not, acting by and through its Board, employees, or authorized agents, violate HRS Chapter 515 or the Federal Housing Act.

1. By refusing to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy an apartment and/or the common elements; provided that if reasonable accommodations include the use of an animal, reasonable restrictions may be imposed. See HRS 515-3(9).

2. By refusing to permit, at the expense of a person with a disability, reasonable modifications to an apartment occupied or to be occupied by the person and/or to the common elements if the modifications may be necessary to afford the person full enjoyment of the premises. See HRS 515-3(8).

If you are a person who has a physical or mental condition which substantially limits one or more of your major life activities, such as walking, seeing, hearing, breathing or caring for oneself, and you need a reasonable modification to your apartment and/or the common elements or a reasonable accommodation in order to use and enjoy your apartment and/or the common elements, please contact the Board of Directors, c/o Touchstone Properties, Ltd., 680 Iwilei Road, Suite 777, Honolulu, Hawaii 96817, the Association’s managing agent.

3. By retaliating, threatening or discriminating against a person because of the exercise or enjoyment of any right granted by or protected by HRS Chapter 515 or because the person has opposed a discriminatory practice, or because the person has made a change, filed a complaint, testified,

assisted, or participated in an investigation, proceeding, or hearing under HRS Chapter 515. See HRS 515-16(a).

4. *By aiding, abetting, inciting, or coercing another person to engage in a discriminatory practice prohibited by Chapter 515. See HRS 515-16(2).*

5. *By interfering with any person in the exercise or enjoyment of any right granted or protected by HRS Chapter 515 or with the performance of a duty or exercise of a power of the civil rights commission. See HRS 15-16(3)*

6. *By obstructing or preventing a person from complying with HRS Chapter 515 or an order issued pursuant to HRS Chapter 515. See HRS 515-16(4).*

7. *By intimidating or threatening any person engaged in activities designed to make other persons aware of or encouraging such persons to exercise rights granted or protected by HRS Chapter 515. See HRS 515-16(5).*

8. *By threatening, intimidating, or interfering with persons in their enjoyment of al apartment and/or the common elements because of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, national origin, disability, age, or HIV (human immunodeficiency virus infection) of the persons, or of visitors or associates off the persons. See HRS 515-16(6).*

If you have any questions or concerns regarding any suspected or known discriminatory practice, please contact:

*HAWAII CIVIL RIGHTS OMMISSION
830 Punchbowl Street, Room 411
Honolulu, Hawaii 96813
808 586-8636
808 586-8655 fax
e-mail: DLIR.HCRC.INFOR@Hawaii.gov*

DESIGN REVIEW MANUAL

Association of Apartment Owners
Hokulani in Kailua

A Message from the Board

Welcome to condominium ownership. This manual was prepared by the Board of Directors of Hokulani in Kailua to ease the process of making alterations to your unit. Many Owners do not realize that most work WITHIN their units requires at a minimum, Board approval, and in some cases, Association membership approval. The Board hopes that this manual will help you through the process.

The Board is pleased to provide these Architectural Standards for your use. We are sure that Owners at Hokulani in Kailua will agree that dedication to standards of quality and the maintenance of these standards are vital to the preservation of the value of their property and to the enjoyment of the residents over the years. To maintain and improve the aesthetic and environmental quality of Hokulani in Kailua, the Hokulani in Kailua Board of Directors reviews all alteration requests pursuant to the Declaration and By-Laws of the Association of Apartment Owners. The Board will work with Owners in guiding any new improvements and the use of the property towards a clearly established standard of quality for the area. The Board will review all applications for alterations. All approvals shall be by a quorum of the Board as a whole or when necessary by the required percentage of homeowners in accordance with the Declaration of Condominium Property Regime.

The establishment and maintenance of a standard of quality for Hokulani in Kailua is not an easy thing to do in view of the differences in people's taste and means. However, the Board of Directors has a responsibility to all of the Owners to establish adequate standards of quality, design and use. The Board of Directors must provide the necessary control to adhere to those standards so that Hokulani in Kailua will provide the optimum enjoyment, productive potential, and value protection for all Owners.

The Board of Directors wants Owners to know that the Board is dedicated to helping each Owner achieve the level of improvement and use desired for their unit. The Board feels that this can be accomplished within the established provisions of the Declaration, By-Laws, House Rules, and these Architectural Standards. The Board and each Owner can work together in establishing a safe and quality project and an enjoyable way of life at Hokulani in Kailua. Doing so will optimize our lifestyle and maximize our value as Owners at beautiful Hokulani in Kailua.

TABLE OF CONTENTS

I.	MAINTENANCE, MODIFICATION AND RENOVATION GUIDELINES	32
II.	ARCHITECTURAL GUIDELINES AND APPROVED MODIFICATIONS GENERAL COMMENTS.	33
III.	PROCEDURES	35
IV.	REQUEST FORM INSTRUCTIONS	36
V.	AIR CONDITIONER GUIDELINES	37
VI.	WINDOW SCREENS AND SCREEN DOOR GUIDELINES	38
VII.	FRONT DOOR GUIDELINES	39
VIII.	WINDOW REPAIR AND REPLACEMENT GUIDELINES	39
IX.	WINDOW TINT MATERIAL AND INSTALLATION GUIDELINES	40
X.	INSTALLATION OR REPLACEMENT OF HARD FLOORING MATERIAL	40
XI.	FRONT ENTRY AND LANAI LIGHTS	40
XII.	STORAGE CLOSETS	40
XIII.	PROHIBITIONS	41

I. MAINTENANCE, MODIFICATION AND RENOVATION GUIDELINES

Maintenance, modification and renovation work items are organized into three categories:

- Category A. Work requiring no Board notification or approval.
- Category B. Minor Work requiring Board notification & approval.
- Category C. Major Work requiring Board notification & approval.

The lists following each category below are not meant to be comprehensive, but are intended to provide a guide to the general types of work included in each category. When in doubt, apply in writing to the Board of Directors.

CATEGORY A

Maintenance which may be undertaken by the homeowner without Board of Directors notification or approval.

Procedures: Homeowner coordinate the intended work hours, and any required utility shut-off (i.e. water, electricity, etc.) with the Resident Manager, as needed.

1. Interior Painting of the apartment unit (excluding the walls and ceiling of the lanais).
2. Application of wallpaper or wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, or vertical blinds in (white, or off-white color required for the drapery lining and blinds).
4. Installation of New Carpets. (Note: A carpet pad at least "3/8" thick must be installed under any new carpet).
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets at the original locations (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non built-in appliances (Note: use of a licensed contractor is required).
6. Replacement of window screens.
7. Installation of electrical wiring and ceiling fans. (Note: these may be installed on the surface of walls or ceiling as long as they are covered with an electrical raceway. Use of a licensed contractor is strongly recommended. Cutting, chipping, or coring of concrete walls and ceilings for electrical installations is prohibited).
8. Replacement of existing vinyl flooring in kitchens and bathrooms with same. (See Category B for other floor coverings).
9. Installation of drywall inserts, picture hooks or similar type fasteners. (Note: If these are to be installed, you should first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they cause to wiring or plumbing contained in the walls.

CATEGORY B

Minor maintenance, modification and renovation work which requires notification and approval.

Procedures:

(1) Homeowners presents proposal for desired project to the Resident Manager who, in turn presents the proposal to the Board at its next scheduled meeting (normally every second Monday of the month). Proposal must include description of the work, and sketches or plans. (Note that Category B projects usually require building permits). (2) Board approves or denies approval of proposed project. Resident Manager informs homeowner of decision. (3) If approval is denied, homeowner may re-submit proposal

with indicated changes.

1. Replacement of a bathtub/shower no larger than the original tub/shower.
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding unit electrical panels) concealed in a non-load bearing interior unit wall.
3. Replacement of kitchen or bathroom cabinets at their original locations, if electrical wiring or plumbing alterations are needed.
4. Replacement of circuit breakers and bussing of the unit electrical panel requires (a licensed electrician if required).
5. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.). An acoustic underlayment must be installed under all hard flooring materials. The combination of flooring material and underlayment must achieve 50 IIC (Impact Isolation Class). The manufacturer's specifications for any proposed hard flooring material and recommended underlayment must clearly state that the material and underlayment will achieve 50 IIC.
6. Due to the importance of proper maintenance of each apartment's fan coil unit(s) and the high potential for disruption of service and property damage to other apartments which may result from negligent fan coil maintenance, the Board believes that it is in the best interest of all owners to provide for regular routine inspections of all fan coil units. The inspections (at owners' expense) are usually limited to periodic inspections and use of anti-algaecides in the condensation drip pans. Any malfunctions and/or leaks should be reported immediately to the Resident Manager.

CATEGORY C

Major modification and renovation work which requires Board notification and approval.

Procedure: (1) Homeowner presents proposal for desired project to the Resident Manager who, in turn, presents the proposal to the Board at its next scheduled meeting (normally every second Tuesday of the month). The proposal must include a description of work, sketches or plans prepared by a licensed architect, contractor, or engineer. All Category C projects require building permits. (2) Board approves or denies approval of proposed project. Resident Manager informs homeowner of decision. (3) If approval is denied, homeowner may re-submit proposal with indicated changes. (4) If approved, the working hours & utility shut-offs needed during work must be coordinated with the Resident Manager prior to start of the project.

1. Relocation of any plumbing and drain lines.
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element.
3. Relocation of, or modification to, electrical lines, junction boxes, unit electrical panel or any other electrical component concealed within a common element.
4. Replacement of an existing bathtub/shower with a bathtub/shower of larger dimensions and/or volume.
5. Relocation of any major appliance or toilet, sink and lavatory.
6. Any relocation and/or alteration to non-load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the wall may be impacted.

II. ARCHITECTURAL GUIDELINES AND APPROVED MODIFICATIONS GENERAL COMMENTS:

Before making any alterations or additions, included Category B and C of the guidelines, to the apartments or the common or limited common elements, owners are required to obtain the written approval of the Board of Directors. The Board has established guidelines relating to a number of different alterations and additions, to the common or limited common elements. The guidelines established to date are set forth

below for your review. These guidelines do not cover every possible alteration or addition for which approval may be sought for common or limited common elements.

NOTE: You must submit an application for approval by the Board of Directors for alterations and/or additions to your unit, the common elements, and/or the limited common elements, regardless of whether the alterations and/or additions are referenced below.

These guidelines are subject to change from time to time, however, homeowners will be advised of changes.

A. The following is a list of alterations and additions that are generally considered permissible, **provided that the written approval of the Board of Directors is first obtained.**

1. Installation of window air-conditioning units except under MBR window (requires a recorded modification agreement). Air conditioning units that are visible from any portion of the exterior of the building from the lanai in question, will not be permitted.
2. Replacement of original entry doorknob. Replacement entry doorknobs must be a bronze color and of a style that matches the original entry doorknob.
3. Installation of replacement or additional dead bolt in entry doors. New or replacement dead bolts must be a bronze color and of a style that matches the original equipment.
4. Replacement of entry door threshold. The exterior appearance of the new threshold must match the original equipment.
5. Temporary installation of seasonal decorations on front door for up to 30 days. The Board reserves its right to regulate the length of time said decorations may be displayed.
6. Replacement of original doorbell or installation of door buzzer. Replacement doorbells must be of the same style and color of the original equipment. The sound must not be disturbing to other occupants.

B. The following alterations and additions will **not be permitted.**

1. Enclosure of lanai with screen or glass.
2. Relocation of original lanai glass line.
3. Repainting of entry door exterior with non-standard color.
4. Replacement of jalousie's with fixed glass.
5. Installation of tile in exterior corridor entry door alcove, or on lanai (unless written permission is granted).
6. Repainting of lanai walls with non-standard color.
7. Cutting, chipping, or coring of concrete floors for plumbing, electrical, or other installations.
8. Placement of personally owned plants, planters, decorations, etc. on exterior walls or on lanai floors, walls, or entry doors.

9. Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors).
10. Replacement or addition of exterior light fixtures.

OTHER GENERAL GUIDELINES:

NOTE: Owners shall report any losses or damages to personal property caused by water intrusion from leaking windows and window frames to the Resident Manager.

1. Drapery, Shades, Shutters: The Association's bylaws states that in order to preserve the uniform exterior appearance of the Project, exterior windows of apartments may only utilize white, or off white drapery, lining, shades, blinds and shutters.
2. Antennas: See House Rules.
3. Plumbing (pipes & fixture):
 - a. Washing machine valves and hoses, and the valves and water supply lines located beneath sinks and in kitchens are the responsibility of the owner to maintain. Owners are advised to check these fixtures regularly for necessary replacement.
 - b. Procedures for water shut-off: If it becomes necessary to have the water supply shut off in order to install new fixtures or to make repairs, owners must contact the Resident Manager.

III. PROCEDURES

A. The Buildings and Grounds Committee will consider all applications which are submitted, confer with the owner as necessary, retain professionals to review plans and specifications as necessary, (to be paid for by the applicant); and make a recommendation to the Board of Directors.

B. Application

1. **Form:** The Application must be submitted on a form provided by the Association or it can be a simple narrative letter so long as it contains all of the requisite information and is signed by the owners of the unit. See attached Exhibit "1" for a sample Application form.
2. **Inclusions:** The B & G Committee and/or Board may require that the application include (1) detailed plans and specifications drawn and stamped by an architect; (2) a certificate of an architect that the plans, specifications and drawings fully and accurately depict the proposed alterations and additions as approved by the Building Department of the City and County of Honolulu; (3) proof of compliance with governmental requirements; (4) an executed recordable agreement in a form specified by the Board indemnifying the Association and assuming responsibility for maintenance of the alteration/addition (a sample form is enclosed as Exhibit "2" which, of course, is subject to modification by the Board depending on the nature of the proposed project); and (5) other information as necessary to enable the Committee and Board to make a review. Depending on the nature of the proposed project, other information or materials may be required.
3. **Site Inspection:** The Resident Manager and an B & G Committee member and/or Board member, will make a site inspection prior to approval of the application, and also during the modification or renovation. Owners must make arrangements for the B & G Committee and

Manager to inspect the site during the work in progress.

4. **Committee Meeting:** The owner and his/her representative will be invited to attend a meeting of the Board to answer questions which the members may have concerning of the proposed improvement.
5. **Recommendation of Committee:** Once the committee has received a complete application and has had an opportunity for a site inspection, review by a professional if required and a meeting with the owner, the Committee will vote on a recommendation to be made to the Board. The recommendation complete with the application will be submitted to the Board and at least one member of the Committee will attend the Board meeting at which the application is placed on the agenda. If the Committee votes to disapprove the application, it must provide a report detailing the basis for disapproval to the Board and to the applicant. The applicant must be given the report at least 5 days prior to the Board meeting to enable him to prepare a response, if so desired.
6. **Board Approval/Disapproval:** At the Board meeting, the owner and his/her representative will be given an opportunity to speak to the Board following the presentation of the report/recommendation of the Committee. The Board may make a decision at the meeting or may defer its decision to a future meeting. The Board may require that further information be submitted before considering the application. The Board of Directors has authority to withhold approval of any alterations or additions, at its discretion, on aesthetic grounds, to preserve the uniformity of the appearance of the project, or for any other reason, provided that such approval shall not be unreasonably withheld. The Board of Directors may adopt reasonable rules and regulations with regard to any proposed alteration or addition or other matter for which approval is sought. The Board may require the owner requesting approval to provide the Board and the Association with a written agreement which shall be recorded at the Bureau of Conveyances of the State of Hawaii whereby the owner agrees to a number of things, including, but not limited to, to be responsible for the repair and maintenance of the alterations or additions, to remove the alteration or addition if necessary to repair a common element, or limited common element, to indemnify the Association and the Board in the event of damages to the common elements, or limited common elements or any other apartment. The Board's approval is conditional on the agreement of the owner to pay any attorneys' fees and costs incurred by the Association in connection with the owner's request for Board approval.
7. **Right of Appeal:** Any owner whose application is denied in whole or in part may present an appeal of the decision at the next meeting of the Board of Directors following the denial. The owner will be permitted to submit any additional information, which is relevant to the denial, and to speak or to have a representative speak. The Board may make its decision at the meeting at which the appeal is considered or defer its decision to a later meeting.
8. **Approval of Owners:** Once the Board has approved the application, the Board will seek the approval of owners if required by the Building documents or the Statutes. The applicant may be required to pay all or part of the cost of seeking owners' approval.

IV. Request Form Instructions

Instructions, General Comments, Conditions:

Request Forms are to be completed by Owners only. Rental tenants must have the unit Owner submit the form in their behalf if so desired. Rental agents must have the owner submit the form. Instructions for the completion

of the Request Form are provided on the form itself. All forms must include the information requested. Incomplete forms or forms without the supporting documentation as required by these design guidelines and standards is cause for immediate denial and will not be considered by the Board.

The Apartment Owner, by submitting an Request Form, agrees to indemnify and defend the Board and the Association of Apartment Owners against and hold them harmless from, all damages, losses, liabilities, expenses (including reasonable attorney's fees), obligations, claims, demands, cause or causes of action, and suit or suits of any nature whatsoever, in connection with loss of life, personal injury and/or damage to the apartment unit and appurtenant limited common elements, adjacent apartment units and appurtenant limited common elements and common elements of the project or arising out of the construction and/or use of the alterations or by any acts of the apartment Owner's, their agents, contractor, or employees. This provision shall survive the completion of the construction.

Submittal of Request forms:

All forms should be mailed or hand delivered to the address below. The Board of Directors meetings are usually held on the second Monday of every month and in order to be considered at the meeting all forms and documentation must be submitted 2 weeks prior to the scheduled meeting date.

Requests received after that period will be considered at the following meeting.

Mail or deliver to:

Touchstone Properties
Hokulani in Kailua Board of Directors
c/o Touchstone Properties, Ltd.
680 Iwilei Road, Suite 777
Honolulu, HI 96817

V. Air Conditioner Guidelines

Types of Units:

Split type:

These units are designed in two separate components. The fan/blower unit is located entirely within the apartment. The compressor or condenser coil unit is located outside the apartment. The Association has only allowed the compressor unit to be located on the lanais and must not be visible above the lanai railing. Compressor units are not allowed in any other exterior area. Since installation of these units requires charging the coolant, they must be installed by licensed and insured air conditioning contractors (federal environmental requirement). These units may operate on 110 or 220 volts.

Window type:

These units may be installed in the Master Bedroom only. The units must be framed in an acceptable material. All air conditioners must operate on 110 or 220 volts and may be of the type that uses condensation to aid in cooling rather than eliminate condensation through a drain tube. A licensed and insured contractor may perform the installation. If the air conditioner uses a condensate drain, the condensate may not drip or drain onto the building or in any way affect the common elements. The owner must complete an agreement entitled Encumbrance on Title, by providing the necessary information and signing before a notary. Once the air conditioner is approved by the Board, two officers of the Board also execute the Encumbrance document and it is forwarded to Association counsel for recording. There is a fee paid by the owner for this. Once recorded, the approval of the air conditioner and the responsibility for maintenance passes with the title should the owner ever sell his unit. This protects the owner and the Association.

Electrical load:

110-volt and 220-volt systems may be installed. The cooling capacity shall be sized to effectively cool the room/rooms.

Installation:

Structural Integrity:

Equipment may not be installed in such a manner that they affect the structural and/or watertight integrity of the building. This includes cutting or drilling of window and/or door headers, structural walls, posts or other structural members. The master bedroom air conditioner passes through the common element exterior structural wall. That is why the owner must get permission from the Board and must enter into an encumbrance agreement (see above).

Contractor:

Air conditioners must be installed by licensed and insured air conditioning contractors when the unit is a split-system type. The through the wall window units installed in master bedrooms can be installed by general contractors.

After approval and prior to commencement of the work, the approved contractor shall furnish Touchstone Properties, Ltd. a certificate of insurance acceptable to Touchstone Properties, Ltd., naming the Hokulani in Kailua AOA and Touchstone Properties, Ltd. as additional insured.

Approval:

The Board must approve of the proposed plans in writing **prior to installation**. The Owner should submit detailed plans, including, but not limited to the above items, and shall complete the Request form (form attached) for the Board's review. Provided that the aforementioned has been provided, the Board will act on the specific request at the next regularly scheduled Board meeting.

This is the extent of the air conditioner policy adopted by the Hokulani in Kailua AOA Board of Directors on (July 14, 2004). Any situation not specifically addressed in this policy shall be addressed by the Board on an individual basis and may be added to this policy at such time.

VI. Window Screens and Screen Door Guidelines

This policy is a design guideline and a basic specification. All screen doors are to be furnished, installed and maintained by the individual unit Owner and/or tenant. This policy covers one basic style of screen doors, of metal, wood or synthetic material.

Screen Doors:

Screen Doors shall be fabricated from aluminum, synthetic wood, or wood in a grade suitable for door construction. Finish shall be white. Screen doors are to be maintained by the unit owner and any rust must be removed when it occurs. Painting of screen doors is the owner's responsibility and is not considered a part of the project's re-painting cost.

Screen Door Frames:

A frame shall only be installed as required to provide clearance between the entry door handle and the screen door handle. The frame or trim shall be fabricated from any paint grade lumber suitable for paint finish. All wood to be treated with a termite insecticide. Frames to be painted to match building trim color.

Accessories:

Hardware shall include all hinges, closers, latches, locks and other items as provided by door manufacturer. Screen shall be fiberglass mesh in a charcoal color, however, wood frame doors are standard with gold tone screens.

All screws, nails and other fastening devices shall be either hot dip galvanized or stainless steel.

Installation:

Qualified homeowner or contractor shall do installation. Any contractors coming onto project to do work shall fulfill all the requirements as set forth in the house rules and project By-Laws. If a contractor is used the contractor shall furnish Touchstone Properties a certificate of insurance acceptable to Touchstone Properties,

naming the Hokolani in Kailua AOA and Touchstone Properties, Ltd. as additional insured. All maintenance and upkeep shall be the responsibility of the Owner and shall conform to the standards set forth in the House Rules.

Approval:

All screen doors require approval of the Hokolani in Kailua AOA Board of Directors. Proper submission to the Board shall include a Request Form, catalog cut sheets or brochures and a detailed description and/or drawings of any modifications to any part of the building (such as notching of rafters or modification of trims or frame installation).

Screen doors previously installed, which do not comply with this policy, may remain at the sole discretion of the Hokolani in Kailua Board of Directors. Replacement of any screen door will require submission for approval and compliance with this policy as noted above. A screen door at the end of its useful life or substantially damaged or worn must be removed by the Owner.

This is the extent of the screen door policy as approved by the Hokolani in Kailua AOA Board of Directors on August 7, 1996. Any situation not covered in this policy shall be addressed on an individual basis by the Board and may be added to this policy at such time.

VII. Front Door Guidelines

Front Doors are Association owned. No Alteration allowed for replacement, see Resident Manager.

VIII. Window Repair and Replacement Guidelines

This policy outlines the responsibilities of each Owner and the requirements for the repair or replacement of any aluminum framed window or door assembly on the exterior of the building. It is the intent of this policy to maintain uniformity between all buildings and provide guidelines for the maintenance and repair of windows and doors.

Repair:

Repair shall be defined as the replacement or repair of any part of the window except the window frame that is attached to the building exterior or building framing. Any Owner or tenant shall contact the Resident Manager to report window problems. Awning window cranks and levers are maintained by owners/residents on a daily basis, but when failure occurs, the Association will repair or replace such parts through its Contractor, Custom Contractors Inc.

All parts shall be of the same material as those they are replacing. Exceptions to this are concealed hardware items may be substituted with stainless steel or other non-corrosive materials should they be available from an authorized dealer. Repairs do not require approval of the Hokolani in Kailua Board of Directors.

Example of Repairs:

- Sliding Door and window roller hardware.
- Sliding door and window locks and latches.
- Sliding window locks, including operator bars and connecting linkages.
- Glass stops for fixed glass windows.
- Weather stripping and seals.
- All glass and glazing.

Under no circumstances during repair shall the window's frame that contacts the exterior of the building and/or the building framing be moved or removed. If removal is required to facilitate repair, the procedures under replacement shall be required.

Replacement:

The Declaration of Condominium Property Regime defines windows and doors and window frames and door frames as common elements. Therefore, the Board of Directors has control over replacement of any and all windows and exterior doors. Owners can submit written requests for replacement of failed windows.

Replacement shall be defined as replacement of any window frame or door frame that comes in contact with the building siding or framing, or re-installation of windows removed for any reason.

This is the extent of the window replacement and repair policy adopted by the Hokulani in Kailua AOA Board of Directors. Any situation not specifically addressed in this policy shall be addressed by the Board on an individual basis and may be added to this policy at such time.

Window Tint Material and Installation Guidelines

Clear heat reductions film may be allowable, Apply to the Board.

X. Installation or Replacement of Hard Flooring Material

General Design Guideline:

The Board of Directors recognizes that the governing documents do not prohibit the installation of hardwood or tiled floor surfaces within an apartment. However, in most two-story townhouse projects, noise readily transmits between apartments from normal living activities that are primarily related to wood structure construction. The Board of Directors has adopted this guideline to minimize the transmission of sound to other apartments in accordance with current industry standards.

Owners must request and receive written approval from the Board to verify that the installation meets the required sound deadening specifications prior to proceeding with the installation of hard flooring materials.

Materials:

The combination of flooring material and acoustic under-layment must achieve 50 IIC (Impact Isolation Class). The manufacturer's specification for any proposed hard flooring material and recommended under-layment must clearly state that the material and under-layment will achieve 50 IIC.

Approval:

Board approval is required. Submissions shall include a completed Request form, with copies of the under-layment manufacturer's specification sheets showing material to be used and the Impact Isolation Class rating.

The Board must approve of the proposed plans in writing prior to construction. The Owner shall be required to submit copies of the design plans with any modifications clearly noted in red ink, and shall complete the request form for the Board's review. Provided that the aforementioned has been provided, the Board will act on the specific request at the next regularly scheduled Board meeting.

XI. Front Entry and Lanai Lights

Per the Amended and Restated Declaration of Condominium Property Regime of Hokulani in Kailua, the front entry and lanai lights are common elements limited to each apartment owner's use. Therefore if the light bulb fails, the owner must replace it but if the fixture fails, the owner must contact the Board of Directors through its Resident Manager who will have the fixture repaired or replaced, as necessary.

XII. Storage Closets – No Alterations

Storage closets are not to be altered in any way.

XIII. Prohibitions

The following are not allowed at this time at HOKULANI IN KAILUA:

- 1) Lanai Enclosures
- 2) Awnings