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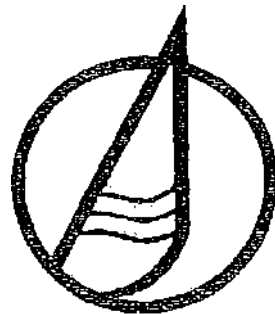


PuuAlii

Pu'u Ali'i Community Association

House Rules
Architectural Standards
Fining Systems

January 1, 2014



POHAKEA
POINT

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PU'U ALI'I PHASE I

Please refer to the Phase I Architectural Standards document which is available on the PuuAlii.org homepage and at Resident Manager's office.

PU'U ALII' PHASE II

Please refer to the Phase II Architectural Standards document which is available on the PuuAlii.org homepage and at the Resident Manager's office.

POHA KEA POINT PHASE III

Please refer to the Phase III Architectural Standards document which is available on the PuuAlii.org homepage and at the Resident Manager's office.

POHA KEA POINT PHASE IV

Please refer to the Phase IV Architectural Standards document which is available on the PuuAlii.org homepage and at the Resident Manager's office.

MAP OF PU'U ALI'I COMMUNITY

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PREFACE

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The Pu'u Ali'i Community Association (PCA) is a tranquil residential community comprised of 540 apartments in Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV. It sits on 52 beautifully landscaped acres, one of the largest condominium associations in Hawaii. The Pu'u Ali'i Community Association takes great pride in the scenic location, carefully maintained grounds, and harmonious living conditions.

The PCA House Rules have been created to promote maximum enjoyment of the community and to maintain property values. For the rules to be meaningful, the community must consist of good neighbors working together in a respectful manner to preserve a peaceful environment. The community must be willing to follow reasonable parameters that ensure the health and safety of the residents, that protect the attractive appearance of the property, and that protect the community from liability. All Pu'u Ali'i owners are urged to attend PCA Board Meetings and AOA Board Meetings, and to run for the Board of Directors at the respective Annual Meetings.

The PCA has jurisdictional responsibilities and authority for establishing and overseeing the enforcement of rules affecting all recreational and associational property up to, but not including, the apartment buildings and carports, and for establishing and enforcing parking rules. All Associations of Apartment Owners (AOAO) have jurisdictional responsibilities and the authority to establish and oversee the enforcement of rules affecting their respective groups, or Phases, of apartment buildings, including carports. In the event of any conflict, the PCA Community Board takes precedence.

This booklet contains the house rules of the Pu'u Ali'i Community, which includes Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, Poha Kea Point Phase IV, as well as the PCA Fining System. A map showing building numbers, phases, and streets is also included. This set of Pu'u Ali'i Community Association House Rules was approved by the Pu'u Ali'i Community Association (PCA) Board of Directors on October 28, 2013 and are binding upon all Members (owners), Tenants, and Guests starting January 1, 2014.

The PCA Board of Directors, which is responsible for implementation of the PCA House Rules, and each AOA Board of Directors, which is responsible for the Architectural Standards applicable to each respective phase, have delegated the authority and responsibility for the enforcement of their rules to both the Resident Manager and their Managing Agent(s). Enforcing the rules, however, is the responsibility of all residents. To maintain harmony and a sense of well-being in this close-living community, it is necessary that all residents follow the rules, politely bring rule infringements to the attention of those individuals found to be in violation, and to notify the Resident Manager of rule violations. Serious or repetitive violations will be documented and brought to the attention of the appropriate Board of Directors for review and action.

The Boards have full authority to collect damages or assessments for which an apartment owner or any other person is liable under the House Rules. If the respective Board of Directors brings suit for the enforcement of House Rules or for the collection of any sum of money due and owing under the House Rules, the apartment owner party to the suit will be liable for all costs and attorney fees.

These House Rules supersede all prior House Rules and Architectural Standards for all four Phases and all amendments thereto.

Board of Directors/Pu'u Ali'i Community Association

NON-DISCRIMINATION POLICY

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

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

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

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SECTION I: HOUSE RULES

A. AUTHORITY

- 1. Jurisdiction:** The Pu'u Ali'i Community Association (PCA) has jurisdictional responsibility and authority for establishing and enforcing rules affecting the Recreational Property, as defined in the Declaration of Covenants, Conditions & Restrictions for Pu'u Ali'i (DCC&R), and for portions of the Common Elements of those Apartment Projects that are part of the Community. Owners and Tenants are urged to review all of the documents governing their Apartments, including the DCC&R, the By-Laws of the Community, the Declaration of Condominium Property Regime of their Phase, the By-Laws of the Association of Apartment Owners of their Phase and any separate Rules or Regulations adopted by their Association. The House Rules within this booklet are supplementary to and not an exclusive or exhaustive list of limitations and restrictions which are set out in the Governing Documents for the Pu'u Ali'i Community Association and each Association of Apartment Owners (Phase). The authority for such rules is contained in the following documents.
- 2. Community Association:** Chapter 414D of the Hawaii Revised Statutes, entitled *Hawaii Nonprofit Corporation Act*, is the basic law governing nonprofit corporations. The Charter of Incorporation was granted pursuant to the predecessor statute to Chapter 414D and provides that the Community shall have all powers and authority the PCA shall have as contained within Chapter 414D, the Declaration of Covenants, Conditions and Restrictions, and its By-Laws.
The Declaration of Covenants, Conditions and Restrictions provides for the Community Association Rules and Community Association Restrictions governing both Recreation and Association Property. The Board of Directors may review, make, establish, promulgate, amend, and repeal such Rules and Restrictions.
- 3. Association of Apartment Owners:** Chapters 514A and 514B of the Hawaii Revised Statutes, entitled *Condominium Property Act*, is the basic condominium law, and includes the provision that all persons who enter upon and use the condominium shall obey the provisions of the Declaration of the Condominium Property Regime, its By-Laws, the House Rules and other lawful determination of the Apartment Owners' Associations.
The Associations of Apartment Owners' By-Laws provide that the Board of Directors may adopt House Rules which are binding upon all Residents. The By-Laws also provide that these rules may be modified and amended at any time by the Board of Directors, provided that Apartment Owners be given notice and an opportunity to be heard.

B. DEFINITIONS

1. **Apartment:** Any unit containing four or more rooms, including a kitchen, a bathroom, a living room, and a bedroom, constructed as part of any building within those subdivisions designated Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV, and which have been created and exist pursuant to the Condominium Property Act and the respective Declaration of Condominium Property Regimes.
2. **Association of Apartments Owners ("AOAO"):** The Association of Owners of the respective Apartment Phases within those subdivisions designated Pu'u Ali'i Phase I, Pu'u Ali'i Phase II, Poha Kea Point Phase III, and Poha Kea Point Phase IV, and which have been created and exist pursuant to the Condominium Property Act and the respective Declaration of Condominium Property Regimes.
3. **Architectural Control Standards:** Standards established by the Governing Documents for each of the Associations of Apartment Owners and its respective Board of Directors to maintain architectural uniformity and control. Architectural Control Standards are part of the House Rules for each AOAO and enforceable as such.
4. **Association Property:** All of the real property described in Exhibit "A" attached to the DCC&R together with such real property from time to time added pursuant to the provisions contained in the DCC&R, and generally including all of the real property which is part of the Common Elements of the respective Projects within PCA.
5. **Board of Directors:** Each duly-elected group of persons authorized by the By-Laws of the Community Association or of the Associations of Apartment Owners to exercise management and control of the Community Association or of the Associations of Apartment Owners.
6. **Broker's Open:** An open house reserved exclusively for Brokers and/or Real Estate Sales Agents.
7. **By-Laws:** Rules and regulations adopted by, and intended to govern the activities of, the Community Association or the Associations of Apartment Owners. The By-Laws are kept on file in the Resident Manager's Office for review. Replacement copies of the By-Laws are available from the Managing Agent for a fee.
8. **Common Areas/Elements:** Those portions of the Community Association and Apartment Phases which are defined in the Phase documents or in the Condominium Property Act as Common Elements, generally including all parts of the property necessary or convenient to its existence, maintenance, and safety, or normally in common use. For more details, refer to individual Phase Declarations.
9. **Community:** The area encompassed by the property boundaries of Pu'u Ali'i and Poha Kea Point.
10. **Community Association:** The Pu'u Ali'i Community Association (PCA), its successor and assigns.
11. **DCC&R:** Declaration of Covenants, Conditions, and Restrictions for the Community Association. The DCC&R is kept on file in the Resident Manager's Office for review. Replacement copies of the DCC&R are available from the Managing Agent for a fee.

12. **DCPR:** Declaration of Condominium Property Regime for the Associations of Apartment Owners. The DCPRs are kept on file in the Resident Manager's Office for review. Replacement copies of the DCPR are available from the Managing Agent for a fee.
13. **Guest:** Any invitee or licensee within the Community for a limited period of time at the invitation of a Resident.
14. **Holidays:** The following Holidays shall be subject to enforcement of all House Rules applicable to holiday restrictions:
 - a. New Year's Day
 - b. Martin Luther King, Jr. Day
 - c. Presidents' Day
 - d. Memorial Day
 - e. Prince Kuhio Day
 - f. Kamehameha Day
 - g. Independence Day
 - h. Labor Day
 - i. Veteran's Day
 - j. Discoverer's Day
 - k. Thanksgiving Day
 - l. Christmas Day
15. **Managing Agent:** A Property Management firm under contract to the Community Association and/or the Association of Apartment Owners for the management thereof, at the direction of each of the respective Boards of Directors in accordance with their jurisdictional authority and responsibilities.
16. **Member:** An Owner of an Apartment in the Community Association.
17. **Non-Resident Owner:** An Owner not residing within the Community.
18. **Owner:** A person who enjoys the rights of ownership and alienation of property, to the exclusion of others.
19. **PCA:** Pu'u Ali'i Community Association
20. **Phase I:** AOA Pu'u Ali'i Phase I.
21. **Phase II:** AOA Ali'i Phase II.
22. **Phase III:** AOA Poha Kea Point Phase III.
23. **Phase IV:** AOA Poha Kea Point Phase IV.
24. **Recreation Property:** All of the real property described in Exhibit "B" attached to the DCC&R together with such other real property from time to time added pursuant to the provisions contained in the DCC&R, and generally including certain recreational areas within the Community.
25. **Resident:** Any person living within the Community and registered with the Resident Manager's Office.
26. **Resident Guest:** Any person living temporarily with a Resident or in an Apartment with the permission of the Resident and registered with the Resident Manager's Office.
27. **Tenant:** Any person renting or leasing an Apartment from the Owner within the Community and registered with the Resident Manager's Office.

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C. GENERAL RULES

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1. **Registration:** Each resident must complete a registration form, available at the Resident Manager's Office and PuuAlii.org, within seventy-two (72) hours of occupancy. Residents are responsible for keeping registration information current. Non-resident owners are to provide the Resident Manager with the name and address of the local (on-island) agent in charge of all matters related to the apartment. This registration includes occupancy, emergency, pet and vehicle data.

At the time of registration, the resident will be issued either a vehicle parking decal that is to be displayed on the left rear bumper, or a tag that is to be hung from the rear view mirror of the registered vehicle.

A swimming pool key access card will be activated at registration. If a pool key access card was not issued at transfer of ownership/tenancy, a new card may be purchased for \$50.00 at time of registration. Old keys must be brought in at time of registration for reactivation.

Upon registration, the Resident Manager's Office will ensure that the owner/resident has a copy of the current House Rules. Tenants are to obtain a copy of the current House Rules from the owner or Property Agent and owners are to provide an acknowledgment in writing to the Resident Manager that the tenant has received a copy of the House Rules. Revised copies of House Rules will be sent to all residents, and nonresident owners. Copies of the House Rules are available for purchase from the Resident Manager's office. Payment is accepted only by personal check, cashier's check or money order made payable to Pu'u Ali'i Community Association.

2. **Vacancy:** For their protection, owners and residents are encouraged to file an emergency contact address and phone number with the Resident Manager's Office during any extended absence (over thirty (30) days).
3. **Resident Guests:** House guests visiting for more than one week are to be registered at Resident Manager's Office. Resident guests may use the recreational facilities unaccompanied by the resident as long as they comply with all House Rules.
4. **Non-Resident Owner Privileges:** Community privileges do not extend to a non-resident owner who has leased or rented his or her apartment(s), except as a guest of a resident or when temporarily residing in the apartment.
5. **Responsibility for Damages:** Each owner is personally responsible for any damages or destruction to any Common or Limited Common Element(s) or other property caused by the owner, relatives, guests, tenants or employees of the owner, or any other occupants of the owner's apartment. It is recommended that both owners and renters carry Homeowner's or Renter's Insurance.
6. **Quiet Hours:** Quiet Hours are **between 10:00 p.m. and 8:00 a.m. daily**, except on Friday and Saturday nights and nights preceding the Holidays, when Quiet Hours begin at **11:00 p.m.** (Refer to Section B, paragraph 14 for observed Holidays.) During Quiet Hours, no resident is to make or allow to be made, any disturbing noises. This includes

noises by the resident, resident's family, visitors, appliances, pets, electronic devices, or any noise deemed as a disturbance to a neighbor.

7. **Excessive Noise:** Excessive noise, including pet noise, is to be avoided at all hours and at all property locations. Noise will be considered excessive if it is witnessed or reported by a resident, the Resident Manager, or Security, and is confirmed as disturbing by the Resident Manager, PCA Community Employees, or Security.

For reference as to what is excessive noise: During daytime hours (7 a.m. to 10 p.m.) noise that exceeds 60 dB for more than 10% of the time within a 20 minute period. During nighttime hours (10 p.m. to 7 a.m.) noise that exceeds 50 dB for more than 10% of the time within a 20 minute period. (Noise is to be measured at 30 feet from the source.)

The Puu Alii and Poha Kea Point community is zoned as Class B "Residential". For more information please refer to <http://nonoise.org/lawlib/states/hawaii/hawaii.htm>

8. **Fireworks:** All fireworks are prohibited. *An immediate fine of \$200.00 will be charged to any owner, resident, or guest who discharges fireworks within the Pu'u Ali'i Community; the fine will be charged to the account of the owner of the apartment.*
9. **Open Flames:** An open flame inside an apartment or on the lanai is not permitted. Candles or other fire hazard materials must be attended at all times.
10. **Smoking:** Smoking (Cigarettes, cigars, pipes, etc.) is not allowed on any lanai or areas where second-hand smoke is able to enter another person's property via an open window or door.
11. **Emergency:** In an emergency, Residents should contact the appropriate emergency service (Police Department, Fire Department, Ambulance Service, Poison Control and Suicide Hotline can all be reached by calling 911). As soon as reasonably possible, the resident should notify the Resident Manager's Office at (808) 235-0320, of any emergency which could affect other residents or their property or the Community. After normal office hours and on Holidays, the Resident Manager's Office phone is answered by Security personnel.

The Managing Agent and/or the Resident Manager may enter an apartment to render assistance when requested by the owner or an authorized representative, and emergency repairs may be made to prevent damage to Apartments or to Common Elements, or to take action as otherwise provided in the DCC&R or the DCPR.

12. **Skateboards/Similar Wheeled Riding Devices:** Skateboards, skates, scooters (including razor scooters), and motorized scooters are prohibited from use in the Pu'u Ali'i Community, and are to be carried or transported off the Property for use.
13. **Sidewalks:** All sidewalks and walkways are designed for pedestrian traffic only. Exceptions are bicycles with training wheels, tricycles and other children's vehicles when operated under the continuous supervision of an adult.

14. **Roadways:** Ball playing, Frisbee throwing, or other similar recreational activities is not permitted on any Pu'u Ali'i or Poha Kea roadway.
15. **Soliciting:** No soliciting or door-to-door selling is allowed in the Pu'u Ali'i Community. Residents should call the Resident Manager's Office (24 hours) if any unrequested or unauthorized solicitation is made.

D. INSURANCE REQUIREMENTS

1. Insurance Deductible Policy

- a. In the event a claim is made under the Association's insurance policy(s) for damage to a unit or the common elements caused solely by a defect in a common element, the Association shall be responsible for paying the deductible amount as a common expense. In the event the value of such a claim is less than the deductible amount, the Association shall be responsible for paying the claim as a common expense.

Example: A unit sustains water damage from a burst common element pipe in the walls.

Notwithstanding the above, in the event the Association's insurance policy(s) does not cover improvements and betterments to the units installed by unit owners, the Association shall not be responsible for paying the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. For purposes of this paragraph, "improvements and betterments" as defined in Section 514B-143(b) means "all decorating fixtures, and furnishings installed or added to and located within the boundaries of the unit, including electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets installed by unit owners."

If improvements and betterments are covered by the Association's insurance policy(s), the Association shall pay the deductible amount (or the value of a claim if it is less than the deductible amount) in the event a claim is made for damage to unit improvements and betterments. However, any increased cost may be assessed by the Association against the units affected.

- b. In the event a claim is made by a unit owner under the Association's insurance policy(s) for damage to the owner's unit, other units, or common elements, which damage is caused by the unit owner or other occupants or guests of the owner's unit, or from whose unit the damage or cause of loss originated, the said unit owner shall be responsible for paying the deductible amount.

In the event the value of such a claim is less than the deductible amount, the said unit owner shall be responsible for paying the claim as a personal expense. Alternatively, said unit owner should make inquiry with his/her individual homeowner's insurance policy for coverage for the claim, if any.

Examples: A unit's toilet leaks or a washing machine hose bursts causing water damage to lower units or to the common elements. A unit owner or occupant

negligently or deliberately allows the bathroom to overflow causing water damage to lower units or to the common elements.

- c. In the event the Board of Directors intends to assess the deductible amount against a unit owner who caused the damage or from whose unit the damage or cause of loss originated (#2 above), written notice of the intent to assess shall be given to the unit owner and an opportunity to be heard. Hearings are usually held at the next scheduled Board meeting following the written notice.
- d. Depending upon the circumstances, the Board reserves the right to require the unit owners of the units affected to pay the deductible amount. In that event, the notice and hearing requirements set forth in #3 above shall apply.
- e. All unit owners are required to review their individual homeowner's insurance policies (HO-6) to insure that their policies include loss assessment coverage with sufficient limits of coverage to cover the deductible amount.

2. Contractor's Insurance Requirements

In accordance with Article III, Section 3, Paragraph (c) (4) of the Declaration of Covenants, Conditions and Restrictions of Pu'u Ali'i, the Board of Directors hereby adopts the following resolution:

Effective January 1, 2014, prior to entry upon and/or use of any roads located on Association Property, the owners and/or operators of all vehicles other than conventionally equipped passenger automobiles shall be required to provide the Association a current Certificate of Insurance evidencing all such vehicles are covered by insurance with minimum coverage types and limits of liability as set forth in written recommendations provided by the Association's insurance agent, a copy of which may be obtained from the Resident Manager or PuuAlii.org. Vehicles covered by this Resolution who fail to provide the Certificate of Insurance specified herein will not be permitted entry upon and/or use of any roads located on Association Property.

E. PETS

1. No animals shall be kept in any part of Pu'u Ali'i/Pohakea Point except in accordance with the regulations prescribed by the Board of Directors.
2. **Pet Limits:** No livestock, poultry, wild animals, or farm animals (or any animal not allowed in the state of Hawaii) are allowed to be kept in any part of the Pu'u Ali'i Community.

Dogs, cats or other household pets are limited to a maximum of two per apartment. A request to keep more than two household pets must be approved by the Board of Directors.

If three or more disabled residents who depend upon a certified guide dog, signal dog,

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or other animal for assistance share an apartment, each such person will be permitted to have an animal of the aforesaid type.

Pets will not disurb other residents, because of noise, smell, ferocity or other reasons.

3. **Stray Animals:** Feeding, caring for, or otherwise aiding wild or stray animals is prohibited. Injured or stray animals are to be reported to the Hawaiian Humane Society (808) 946-2187 ext.280) for pick up.
4. **Pet Registration and Entrapment:** All household pets are to be registered with the Resident Manager's Office. Dogs must be registered with the City and County of Honolulu. Each animal is to wear an identification tag with the owner's name, address and telephone number clearly visible and/or be embedded with a scannable microchip. Animals in violation of this pet rule are subject to entrapment and placement with the Hawaiian Humane Society.
5. **Pet Restrictions:** Pets are to be confined to pet owner's apartment. Pets may not be left unattended on an apartment lanai. Pets shall not be allowed to roam freely in the Common or Limited Common Areas of the Community at any time (a leash law is in effect). Pets may not be tied or tethered and may not be left unattended in any Common or Limited Common Area(s) of the Community. Pets are not allowed on tennis courts or in Pavilion areas. Pets in transit must be carried, restrained by a leash no longer than eight (8) feet, or placed in an animal carrier. All animals are to be restrained by a leash when on Common or Limited Common Elements of the Community. ***Pets that are improperly leashed are subject to an immediate fine of fifty dollars (\$50.00).*** For health reasons, pets are not be walked in the Phase I lawn area bounded by the Tennis Courts, the Pool Pavilion, and the Picnic Area; nor are pets to be walked in the lawn area surrounding Poha Kea Point Pool area.

Persons who walk pets must immediately clean up after their animals, securely bagging and discarding pet droppings in an appropriate trash container. Violation of this rule is an immediate Two Hundred Fifty Dollar (\$250.00) fine.

Cat Litter may not be disposed of in toilets. The cost of repairs caused by placing cat litter in toilet will be the responsibility of the owner of the apartment in which the pet resides.

6. **Pet Owner Liability:** Pet owners are responsible for any damage caused by their pets to the Common or Limited Common Elements of the Pu'u Ali'i Community. Any damage caused by cleaning chemicals or other materials used in an attempt to remedy damages is also the responsibility of the pet owner and ultimately the owner of the apartment in which the pet resides.

Pet owners are responsible for all damages inflicted by a pet. This includes financial responsibilities and all other responsibilities for any personal injury or property damage inflicted by a pet to a resident, guest, or employee of the Pu'u Ali'i Community

Association, or to any member of the public. The Pu'u Ali'i Community Association is not responsible for any damage caused by an animal. The PCA Community Association highly recommends that all pet owners acquire liability insurance for particular breeds of dogs that may present concerns.

7. **Pet Removal:** The Board of Directors may require the permanent removal of any pet if the pet is determined by the Board to be a nuisance or a danger to the Pu'u Ali'i Community. Examples of nuisance pet behavior include:
 - a. *Pets that cause personal injury or property damage.*
 - b. *Pets that exhibit aggressive or vicious behavior.*
 - c. *Pets that are unclean or diseased.*
 - d. *Pets that cause odors that disturb neighbors.*
 - e. *Pets that make noise continuously for a period of ten (10) minutes or intermittently for one-half (1/2) hour or more, disturbing neighbors at any time of day or night.*
 - f. *Pets that are not under complete control of a responsible person in all Common or Limited Common Areas. This includes pets that are not on a hand-held leash no longer than eight (8) feet, or not in a pet carrier.*
 - g. *Pets that urinate or defecate on walls or floors of Common or Limited Areas.*

Notwithstanding the foregoing, certified guide dogs, signal dogs, or other animals upon which handicapped residents depend for assistance shall be permitted to be kept at the project and shall be allowed to walk throughout the common areas while on a leash, provided that such animals shall at all times be accompanied by the residents to whom they belong while present upon the common areas. This exception shall also apply to certified guide dogs, signal dogs, or other animals depended upon by handicapped guests of residents.

If a certified guide dog, signal dog, or other animal depended upon by a handicapped person to enable him to use and enjoy the common areas and/or an apartment causes a nuisance or creates an unreasonable disturbance, the owner thereof will be given a reasonable opportunity to rectify the problem by measures which fall short of the removal of the animal from the project. Removal of such an animal will be required only if the Board of Directors reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the project for a reasonable period of time while the owner thereof finds a suitable replacement animal, provided that the problem is controlled to a sufficient degree and its continued presence during the interim period does not constitute an unreasonable imposition upon their residents.

8. **Pet Breeding:** Pets are not to be kept, bred or used for any commercial purpose on Pu'u Ali'i Community property.
9. **Visiting Pets:** Visiting pets are subject to the same restrictions as resident pets.

Contact us to confirm.

10. **Assistance Animals:** Disabled Residents and Guests are permitted to keep and use assistance animals. As permitted by law, the Board may request written certification by a healthcare provider in connection with any reasonable accommodation request for an assistance animal submitted by a disabled person.

11. **Enforcement of Pet Rules:** Pet rules are created to ensure the health and safety of all Pu'u Ali'i residents. All residents are encouraged to report violations of any of these rules. Please call (808-235-0320) or submit in writing to the Resident Manager's Office the following information:
 - a. Date offense occurred.
 - b. Time of day offense occurred.
 - c. Location offense occurred.
 - d. A description of the offending pet.
 - e. The offense committed.
 - f. If known, the Apartment Number of the responsible Owner/responsible person.

The Owners of Apartments within the Pu'u Ali'i Community are subject to fines for any violation of these rules by Occupants or their Guests.

F. PARKING AND VEHICLES

1. **Vehicle Registration:** Any vehicle parked on Pu'u Ali'i Community property without a current license plate and/or a safety inspection, is subject to being towed from Pu'u Ali'i Property at the owner's expense without prior notice. Residents must provide the Resident Manager's Office with the Owner's Name, Make, Model, Year, Color, License Number, and Parking Location (Parking Stall Number) for each vehicle. A Pu'u Ali'i/Poha Kea Point registration bumper decal or rear view mirror tag must be clearly visible on the registered vehicle.

2. **Speed Limit:** The maximum speed limit is 15 mph on all roads within the Pu'u Ali'i Community except where a lower speed limit is posted. Speeding, careless, or reckless driving is not permitted. Residents are encouraged to notify the Resident Manager's Office of speeding, careless or reckless driving violations.

3. **Resident Parking:** Residents may park only in their garage, carport or assigned parking stalls. Parked vehicles may not extend into any portion of the roadways or sidewalks. Watercraft, non-vehicular and personal items must be stored either within an enclosed garage or outside the community. Trailers or items on trailers may not be stored in carports or parking stalls. Resident vehicles in Guest Stalls are subject to being towed at the owner's expense without prior notice, with the following exceptions:
 - a. When a resident is using the Recreational Facilities not located in the Phase in

which they reside.

- b. When a resident's assigned space is illegally occupied and the Resident Manager's Office has been notified.
 - c. When Pu'u Ali'i Maintenance activities or other vehicles, such as a moving van, temporarily prevent access to the Resident's assigned parking space(s).
4. **Stall Rental:** Residents with more vehicles than assigned stalls may rent non-assigned stalls from the Community Association if a stall is available. Contact the Resident Manager's Office for information.
 5. **Guest Parking:** Guests may park only in stalls marked *Guest*. Parking in Guest Stalls is prohibited every day between 2:00 a.m. and 6:00 a.m. These rules may be waived if a **registered resident** requests a Visitor parking space and provides the Resident Manager's Office or Security with the Guest's vehicle information and location. In such cases, a numbered Guest Parking Pass will be issued to the resident by the Resident Manager's Office. Security personnel may approve a waiver for the **current night only**.

All requests for a waiver of more than one night must be submitted to the Resident Manager's Office during working hours. A guest parking pass may be issued for up to, but no more than, three weeks. Guest parking passes must be displayed on the dashboard of the vehicle at all times while parked in a guest parking stall. More than 21 days of extended guest parking may incur a fee. The Resident Manager may refuse to issue a parking pass if there has been previous abuse or repetitive use of the waiver rule, or if there is any indication of abuse of the parking rules. Visitors, guests, or home sitters occupying an apartment during a resident's absence must park in the assigned parking stall.

Vehicles in violation of these parking rules may be towed at the owner's expense without prior notice. Prior to contacting a towing company, if the vehicle in violation is registered to a Pu'u Ali'i resident, one phone call will be made to the registered owner. If the vehicle owner does not respond, the tow order will be issued immediately.

6. **Prohibited Parking:** Parking is prohibited on any Pu'u Ali'i roadway, turn-a- round, sidewalk, landscaped area, or in any area marked *No Parking*. Vehicles found parked in prohibited areas will be towed.
7. **Vehicle Maintenance:** Vehicle repairs and modifications other than washing, cleaning, adding, but not changing, fluids, and similar routine maintenance must be performed within an enclosed garage or outside the community. To minimize water use, vehicle washing must be accomplished with a quick-shutoff hose nozzle.
8. **Vehicle Removal:** Vehicles must meet noise and emission standards. Vehicles with modified, missing, or defective mufflers that emit excessive noise are not permitted on Pu'u Ali'i property. Vehicles that present a hazard to the property or its occupants, that are abandoned, inoperable, disabled, or used exclusively for storage for more than thirty (30) days will be cited and/or removed from the property at the

Not guaranteed to be latest version
Contact us to confirm.

apartment and/or owner's expense.

G. BUILDINGS AND LANDSCAPE

1. **Signs:** Posting *For Sale* or *For Rent* signs is not allowed within the Pu'u Ali'i Community. *Open House* signs are allowed on Sunday afternoons and during a Broker's Open House, as approved by the Board. Signs must not be attached to any Community Association Property. All freestanding signs must be approved by the Resident Manager's Office and promptly removed at the end of the day's activity. In the interest of security and to support the Neighborhood Watch Program, *Neighborhood Watch* decals may be affixed to the lower right hand corner of Apartment windows visible from the street and/or walkway approach to the Apartment, and/or on the Mailbox Kiosks throughout Pu'u Ali'i Community. The respective Neighborhood Watch Coordinators are responsible for the posting and maintenance of these decals. All other signs, pictures, posters, flags (except properly displayed US flags flown pursuant to the US Flag Code, 36 U.S.C. 173-178), or other items are prohibited from being displayed from or affixed to Apartment windows, doors and walls.
2. **Personal Property:** No personal property, except as permitted by applicable Phase Architectural Standards, is to be placed in, attached to, or stored in any Common/Limited Common Area or Element. Personal property includes items such as: clotheslines, clothes racks, shoe boxes, refuse containers, boxes, hoses, bracket devices for attachments to buildings, appliances, bicycles, tricycles, surfboards, and potted plants. Vehicles, including motorcycles and mopeds, must be parked in an assigned Parking Stall. Improperly placed, attached or stored property will be removed at the direction of the Board, Managing Agent or Resident Manager at the expense of the Resident.
3. **Landscape Protection:** No one is allowed to abuse or damage any portion of the Pu'u Ali'i Community/Common Area landscape, which includes trimming, cutting, damaging, unauthorized plantings or removing any landscape item. Owners may call or visit the Resident Manager's Office with specific landscape requests, which will be entered in a Landscape Maintenance Log for consideration by the Landscape Committee. *In addition to an immediate fine of up to five-hundred dollars (\$500.00), an apartment owner is responsible for timely payment of all expenses incurred by the PCA to repair or restore property damaged by themselves, their guests, or their tenants, including all fees or legal costs incurred by the PCA. In severe damage cases, criminal charges may also be filed in addition to the assessment of fines.*
4. **Potted Plants:** Potted plants are to be healthy and well-maintained and present no safety hazard. Diseased, dying, or dead plants are not allowed. Potted plants may not be placed in any Common Area/Element including:
 - a. In front of or next to mail structures and electric meters.
 - b. Lawn and landscaped areas adjacent to buildings.
 - c. Driveways, carports, or parking stalls
 - d. Plant dividers between driveways
 - e. Sidewalks, walkways, or stairways adjoining entryways.

5. **Sale of Personal Property:** Residents may sell personal property only within the interiors of their Apartments. Sale of personal property may not be operated as a business. No personal items may be placed for sale in any Common areas without prior approval from the Resident Manager's Office.
6. **Garage Doors:** Garage doors are to remain closed except when entering and exiting and during the loading and unloading of personal property.
7. **Architectural Controls:** All Residents must abide by the Architectural Control Standards established pursuant to the Governing Documents. These standards include, but are not limited to, the following:
 - a. No owner or resident is permitted to install or have installed any wiring or appurtenances on any Pu'u Ali'i exterior building or allow for any protrusion of any wiring or appurtenances through the walls, windows, or roof on any Pu'u Ali'i property without written approval from the Board of Directors. This includes, but is not limited to installation of electrical, telephone installation, machines, air conditioning units, or any other appurtenance.
 - b. No owner or resident is permitted to erect or place any building or structure, including fences and walls or any other additions or alterations to any Pu'u Ali'i Common Elements.
 - c. Residents are not allowed to place or maintain any signs, posters or bills on the Pu'u Ali'i property, except in accordance with plans and specifications including a detailed plot plan, prepared by a licensed architect if so required by the Board or Owners, and approved by the Board, Owners and a majority of Apartments Owners (or such larger percentage required by law or the Declaration) including all Owners of Apartments thereby directly affected.
8. **Changes or Modifications to Apartments:** Any request for changes or modifications to an apartment, including the lanai, must be submitted to the appropriate AOA Board for review and response. Specific architectural control standards for common approved modifications for each AOA are contained in the respective Phase Architectural Standards document.

None of the provisions of the Phase documents are intended to be in contravention of the Fair Housing Acts. The Boards shall at all times comply with the provisions of the Fair Housing Acts when acting upon requests by persons with disabilities to make reasonable modifications, at their cost, to an apartment and/or to the Common Elements if the proposed modifications are necessary for their full enjoyment of the Phase.

The Boards shall also comply with the provisions of the Fair Housing Act when acting upon requests by persons with disabilities for exemptions from any of the provisions of the Phase Documents which would interfere with a person's equal opportunity to use and/or enjoy their Apartments and/or the Common Elements of the Community or Phase. No apartment owner shall do any work that may jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement, as reasonably determined by the Boards.

9. **Outdoor Cooking:** Outdoor cooking is permitted only on lanai areas and only using an electric grill. Charcoal and propane grills are not permitted. Cooking in garages or front entryways is not permitted. A working fire extinguisher must be kept within 10 feet of the grill at all times. Smoke or fumes from outdoor cooking must not interfere with the comfort of neighbors.

10. **Lanais:** Lanais may be furnished appropriately with chairs, lounges, and small tables and other furnishings specifically designed, manufactured and marketed for outdoor use. All lanais must be kept in an orderly manner so as not to detract from the uniform exterior appearance of the project. Refrigerators or other appliances not considered lanai furniture are not permitted on the lanai. Lanais may not be used as storage areas for sports and play equipment, surplus cartons, or any other type of excess belongings. Clothing or other items may not be hung on apartment lanais or from Lanai railings.

Phase II apartment lanais open to the fish ponds may not be cleaned with soap, detergent, or cleansers. Sweeping or washing debris from the lanais into the ponds is not permitted. Pets are not allowed to excrete waste into the ponds or in any areas that could be washed into the ponds.

Garden Court lanais must be kept neat and orderly and may not be used as a storage area. Trees and shrubbery must be controlled so as not to obstruct the view of the apartment above

Smoking on any lanai creates a health hazard to neighbors and is absolutely prohibited.

11. **Window Coverings:** Window coverings or linings visible from the building exterior must be in a white to tan color range only and maintained in good condition, free from fading, tearing, or other damage.

12. **Bulk Trash Collection:** Bulk/ large items may not be placed at curbside in Phase I, in any trash enclosure in Phases II and III, or in any dumpster in Phase III and IV. Residents must use the designated bulk pick-up locations, or take all large/bulk items to the dump, or arrange for pickup by the City and County Refuse Collection Division which may be reached at (808) 262-7298 or on its website at http://www.opala.org/solid_waste/bulky_item_pickup.html. The designated bulk pick-up location for Phase I is located at the corner of the entrance on Lilipuna Road and Pu'ulena Street. The designated bulk pick-up location for Phase II is at the side of the entrance on Lilipuna Road and Kiowai Street. The designated bulk pick-up location for Phase III and Phase IV is at the side of the entrance on Lilipuna Road and Konohiki St. Bulk/large Items must be properly marked and placed on the curb for pickup only after 6:00 p.m. the night before the collection. ***The dumpsters located in Phase III (buildings #33 and #34) and Phase IV, may not be used for bulk trash collection and anyone using them for such is subject to an immediate fine of one-hundred fifty dollars (\$150.00).***

13. **Trash Collection Phase I:** Trash is collected each Monday and Thursday mornings. Trash may be placed at curbside **only after 6:00 p.m.** the night before collection. No trash may be placed inside any kiosk. Trash placed curbside must be in tightly tied bags

so that it does not spill or drain. Residents are responsible for keeping trash bags/containers in the designated area until the proper time for placing it curbside for collection. Failure to follow these rules may result in a fine.

14. **Trash Collection Phase II, Phase III (bldgs. #31, 32, and 39):** Trash is collected on Monday and Thursday mornings. Trash must be bagged and tied to prevent spilling. Containers are not to be removed from the trash enclosures at any time. Any trash that cannot fit into the containers may be placed in the enclosures only after 6:00 p.m. the night before collection. All such bags must be kept in the Apartment or Garage until proper pick up times.

15. **Trash Collection Phase III (bldgs. #33, 34), Phase IV:** Trash is collected on Wednesday and Saturday mornings. Trash must be bagged and tied to prevent spilling. Trash must not be placed on the ground beside the dumpster, even if the dumpster is full. Dumpsters are only for the use of the residents in Phase III (buildings 33 and 34) and Phase IV residents for residential refuse. *These dumpsters may not be used by anyone else, especially for bulk pick-up. There is an immediate fine of one-hundred fifty dollars (\$150.00) for violation of this rule.*

16. **Recycling:** There is no formal recycling program within the Pu'u Ali'i Community. Residents are encouraged to recycle with local organizations or take materials such as paper, cardboard, aluminum cans, plastic, and glass to a recycling location. For a list of current recycling locations please refer to:
http://www.opala.org/solid_waste/Services_and_Programs.htm

17. **Phase II Pond System:** *The Pond System is a very fragile ecosystem. It is imperative that all residents help take care of the fish by following all rules:*
 - a. *Do not feed the fish.*
 - b. *Do not swim, wade, or fish in the ponds.*
 - c. *Do not drink the pond water.*
 - d. *Do not place fish or amphibians in the pond.*
 - e. *Do not tamper with pond equipment, including water inlet or outlet devices.*
 - f. *Do not throw any rubbish, debris, chemicals, or any unsightly and/or harmful materials into the pond, or allow any harmful materials to drip or drain into the ponds.*
 - g. *Do not allow any toys or personal property to be placed in the ponds.*
 - h. *For safety reasons, parents are strongly cautioned that minor children should not be near the ponds without direct adult supervision.*
 - i. *Do not add water to the ponds or allow personal water hoses or other devices near the ponds.*

H. RECREATION AND PARK AREAS

1. Protection of Recreation Property:

- a. Access to the Pu'u Ali'i Recreation areas is restricted to residents and their guests. It is expected that all participants will use respectful behavior toward the community and the property. Any person causing a disturbance on PCA recreational property will be required to leave. PCA Security and Management reserve the right to ask any persons on PCA Property for identification and/or unit verification. Any person who does not present government issued identification or unit verification information when requested by PCA Security and/or Management personnel will be required to leave PCA property or be reported to the Honolulu Police Department as trespassers.
 - b. Furniture and equipment in the Recreation Areas are provided for the safety, comfort and convenience of all residents and guests and may not be removed or transferred to other areas without permission from the Resident Manager's Office.
 - c. *Littering is strictly prohibited and enforced. Littering, including cigarette butts, is subject to an immediate fine of two-hundred fifty dollars (\$250.00).*
 - d. *Glass, ceramic or breakable containers are Not Allowed in the pavilion or pool areas, and are subject to an immediate fine of one-hundred fifty dollars (\$150.00). This includes beverage and food glass containers including glass baking dishes. Acceptable alternatives are plastic Tupperware, metal containers and aluminum foil trays.*
2. **Recreational Vehicles:** No recreational vehicles, including bicycles, skates, and skateboards, are allowed on the sidewalks in the Recreation and Park Areas.
 3. **Bulletin Boards:** Bulletin Board use is restricted to owners, residents and those designated to provide auxiliary services to the Pu'u Ali'i Community Association. Notices, other than AOA notices, are limited to 3x5 inch cards and must be arranged through the Resident Manager's Office. Notices may be posted for a maximum of thirty (30) days. Temporary exceptions to the restrictions set forth in this paragraph will apply to permit owner proxy communications where the Board is utilizing Association funds to solicit proxies for Association Meetings.
 4. **Pavilion Reservations:** Pavilion reservations are to be made when guests exceed eight (8) people who will be using tables. Parties with children under the age of fourteen (14) must be chaperoned by a responsible adult. No more than one reservation per pavilion is permitted at a given time unless an exception has been coordinated with the Resident Manager. The Resident Manager may refuse reservations when circumstances warrant; reservation refusal may be appealed to the Board of Directors. Pavilion reservations may be made only by a registered resident who is at least eighteen (18) years old and completed at least one week in advance of the party. Group size is not to exceed 20 people and requires an advance deposit of \$100.00 that will be refunded if the area is returned in a clean and undamaged acceptable condition.

Pavilion Reservation Rules:

- a. All residents and guests must follow all PCA Community rules when using the PCA

facilities. The resident making the reservation is responsible for informing guests of PCA Community rules and expected conduct.

- b. The resident making the reservation is responsible for cleaning and maintaining the facility and will forfeit part or all of the reservation deposit if the area is not left clean, damage free, and in satisfactory condition. If damages exceed the deposit, the owner of the apartment will be assessed the additional amount.
 - c. A Pavilion reservation is for only the covered Pavilion area adjacent to the pool and includes the use of one (1) grill. It does not include Pool, Jacuzzi, or Sauna. All facilities remain available to residents to use while a private party is in progress. Pool guests are limited to eight (8).
 - d. Reservation hours are 8a.m. to 10 p.m. on weekdays, and 8:00am to 11:00pm on Fridays, Saturdays, and the evening preceding a holiday, however, a party is not to exceed four (4) hours. The Picnic area in Phase I may be reserved on weekends and holidays.
 - e. ***PCA and AOA Board Meetings and PCA and AOA Committee Meetings are exempt from reservation requirements and have precedence over reservations made by a resident.***
5. **Picnic Area:** The Phase I Picnic Area, which includes the barbecue grills and tables near the Pu'u Ali'i Phase I Pavilion, is available for use from 8:00 a.m. to 10:00 p.m. daily. The area is to be cleaned and secured by 10:00 p.m. The Resident hosting a picnic or party must notify the Resident Manager's Office prior to using the picnic area. The resident hosting the picnic or party is responsible for all cleanup and/or damage. In case of rain, the party may not be moved to the covered Pavilion. Not more than eight (8) guests per apartment may use the pool.
6. **Poha Kea Point Conference Room:** The Poha Kea Point Recreation Pavilion Conference Room requires a separate reservation made in the same manner as for the Pavilions. Reservations may be made to include both the Pavilion and the Conference Room. All Pavilion Reservation Rules apply to anyone reserving the Poha Kea Conference Room.
7. **Classes:** Classes may not be conducted on any Common Elements of PCA property without **prior** approval in writing from the PCA Board of Directors. ***For-profit classes will not be approved under any circumstances.***

I. TENNIS COURTS

1. **Hours and Guests:** Tennis Courts are open daily from 8:00 a.m. until dusk for the exclusive purpose of playing tennis. Guests other than resident guests must be accompanied by a registered resident. A lone player shall give way to singles or doubles games. Not more than four (4) players may occupy a single court at one time.
2. **Tennis Court Reservations:** Tennis Court reservations are made by using the sign-up

board located next to the Resident Manager's Office. Reservations are available after 8:00 a.m. for the current day and for the following day. Information must include the resident's name and apartment number. A registered resident or registered resident guest may reserve a single court for one (1) hour only, and may not sign up for consecutive hours, but may continue play if a court is available. A resident may bring guests, but may not make reservations for another person. A resident player unable to utilize reserved time should either erase the name from the sign-up board as soon as possible, or contact the Resident Manager's Office to cancel the reservation. Players more than ten (10) minutes late (by the Recreation Pavilion Building Clock) for a court reservation must give way to players on the court.

3. **Tennis Court Liability:** Residents and guests use the Tennis Courts at their own risk. The Pu'u Ali'i Community is not responsible for personal injury, loss of personal property, or any damages related to third-party claims as a result of using the Tennis Courts. Personal belongings must be removed upon leaving the Tennis Courts.
4. **Tennis Court Rules:**
 - a. **Conduct:** Tennis is a polite and courteous game that requires concentration. Players should conduct themselves according to tennis customs. Boisterous or rough play and excessive noise which unreasonably disturbs other players are not permitted on the Tennis Courts.
 - b. **Noise:** The tennis courts are considered a quiet area. Music and/or noise from electronic devices such as radios, CD players, DVD players, and hand-held game devices are not permitted on or immediately adjacent to the Tennis Courts.
 - c. **Smoking:** Smoking and smoking materials are not permitted on or immediately adjacent to the Tennis Courts.
 - d. **Food and Drink:** Food, gum, and beverages are not permitted on the Tennis Courts. Glass or ceramic containers are not permitted on the Tennis Courts.
 - e. **Lotions and Oils:** Suntan and sun protection lotions or oils must be stored in unbreakable containers.
 - f. **Tennis Wear:** Tennis attire must be worn on the courts. *Proper tennis footwear is required and limited to tennis shoes with non-marking soles.*
5. **Vehicles:** No bicycles, tricycles, skates, skateboards or other wheeled vehicles are permitted on the Tennis Courts.
6. **Pets:** Pets are not allowed on the Tennis Courts.
7. **Classes:** Tennis classes are not permitted on the PCA tennis courts.
8. **Loss of Privileges:** Serious or repeated violations of the Tennis Court Rules will result in the loss of privileges and/or fines.

J. SWIMMING POOLS, HYDROTHERAPY POOLS, SAUNA

NO LIFEGUARD IS ON DUTY

1. **Guests and Hours:** The fenced portions of the Recreational Pavilions, which include the swimming pools, *hydrotherapy pools*, and sauna, are private property for the exclusive use of PCA apartment residents and their guests. The swimming pools, Hydrotherapy pools, and sauna rules are in place to maintain a safe and respectful environment for the Pu'u Ali'i/Poha Kea Community. At no time should the pool facilities be treated as a public park. The pool facilities are located in the middle of a zoned residential area, and many residences are very near to a pool or face onto a pool pavilion. All PCA pool users must respect the rights of homeowners and those using the pool facilities. This includes using the facility in a peaceful, quiet manner. ***At no time may pool users unreasonably disturb residents or others using the pool facilities.***

Pools, Hydrotherapy Pools, and Sauna, and other Recreation Areas are for the exclusive use of apartment residents and their guests from 8:00 a.m. to 10:00 p.m. on weekdays and 8:00 a.m. to 11:00 p.m. on Fridays, Saturdays, and the nights preceding a Holiday. The Phase I Swimming Pool is open from 7:00 a.m. to 8:00 a.m. daily for lap swimming and exercise only. Swimming pool guests are limited to a maximum of eight (8) guests per apartment unless prior approval is obtained from the Resident Manager's Office.

A registered resident must accompany guests unless prior arrangements have been made with the Resident Manager's Office. The resident is responsible for ensuring that the guest(s) is aware of the pool pavilion rules. The registered resident will be held accountable for guest conduct and observance of rules. Anyone using the pool facilities may be asked for identification and/or unit verification by Security and/or Management at any time. Failure to provide such information will result in immediate removal from property and fines, if any.

2. **Security Key Access:** Pool access is restricted to registered residents with a security key. Each apartment is limited to one (1) security key, to be issued at registration (or upon transferring of ownership/tenancy of unit). A lost security key may be replaced for \$50.00 (payable by personal check, cashier's check or money order) at the Resident Manager's Office. When a new key is purchased, it will be activated and the old key will be de-activated. Residents must refrain from letting people in the pool area without a key card. Residents must also refrain from sharing key cards between residents. ***Only one key per apartment may be activated at a time.***
3. **Liability:** All policies are age neutral and applied to all persons equally. Registered Residents are responsible for the health and safety of themselves, their family members, and their guests who use the Swimming Pools, Hydrotherapy Pools, Sauna, and other Recreational Areas, and for ensuring that all rules are obeyed. Apartment Owners are financially responsible for any damages or destruction caused by themselves, their occupants, their guests, their lessees, and/or their renters. Since there is ***NO LIFEGUARD ON DUTY***, all registered residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool areas by someone who is responsible for their safety. In particular, it is strongly

recommended that minor children be accompanied and directly supervised by an adult when using the pool facilities unless the child is a competent swimmer. A child's parent or guardian is responsible for determining if the child is a competent swimmer. The PCA shall not be responsible for claims made for personal injury, the loss of any personal property, or any damages related to third-party claims as a result of the use of any Swimming Pool, Hydrotherapy Pool, Sauna, or other Recreational Area.

4. **Health Warnings and Precautions:** Residents and Guests must take responsibility for their own health and safety when using the pool facilities.

Anyone who may be adversely affected by the heat or humidity of the Hydrotherapy Pools or Sauna, such as children, pregnant women, and anyone with high blood pressure or other medical conditions, taking certain medications or consuming alcohol, should not use those facilities. Parents and guardians of children are advised that the U.S. Centers for Disease Control (CDC) urges recreational facility operators to "...exclude children less than 5 years of age from using hot tubs." Parents and guardians are strongly urged to consider this warning from the CDC before allowing use of the Hydrotherapy Pools or Sauna by their children. Please make appropriate inquiry with your physician before use of the Hydrotherapy Pools or Sauna by you or your children.

No smoking, drinking, or eating is allowed in the pool, hydrotherapy pool, or sauna. Anyone afflicted with, or who has recently been exposed to, an infectious disease, or suffering from cough or a cold, or wearing a Band-Aid or bandages, may not use the Swimming Pool, Hydrotherapy Pools, or Sauna. Spitting, spouting of water, blowing the nose, or discharging bodily waste in the Swimming Pool or Hydrotherapy Pools is strictly prohibited. Violations of these restrictions will result in loss of privileges and possible fines.

5. **Toys/Swimming Paraphernalia:** Life vests, flotation suits, and water wings are permitted for non-swimmers who are also directly supervised by a responsible and competent swimmer. Exercise equipment designed for pool use may be used as long as it does not interfere with use by other pool users. Scuba gear and snorkeling equipment is not permitted in the pools, but swim goggles and swim masks may be used. ***Balls, toys, games, coins, rafts, floats, remote controlled boats, water pistols, water cannons, etc. are not allowed in the Swimming Pool, Jacuzzi, Recreational Pavilion areas. Ball playing is not permitted anywhere inside the Pool Pavilion area.***
6. **Conduct and Noise:** Residents and Guests using the pool facilities must be mindful and respectful of others who live nearby or other users who want to enjoy a relaxing and peaceful experience at the pool.
 - a. ***Running, boisterous or rough play, unnecessary splashing of water, diving, jumping, screaming, yelling, whistling, or other excessive noises which unreasonably disturb others are not permitted in the Swimming Pool Pavilion area.***
 - b. ***Except when used with earphones, electronic music devices (such as radios, MP3, and CD players) are not permitted in the Swimming Pool Pavilion Areas.***

7. **Smoking:** Smoking is absolutely prohibited in the swimming pool, hydrotherapy pool, sauna, and the entire Pool Pavilion area. Smokers must dispose of used smoking materials in the waste receptacles provided before entering the pool area.
8. **Food and Drink:** Food is permitted in the pool pavilion area only. No food or gum is allowed in the pool or hydrotherapy pool or sauna areas, including sitting on the edge of any pool or hydrotherapy pools while consuming food or beverage. No food or beverages are allowed in the sauna.

At the Phase II pool, food and beverages are allowed at tables provided, but only along the outer edge of the deck, near the fence.

Glass or ceramic containers are not allowed in the pool or pavilion areas, and are subject to an immediate fine of \$150.00. This includes beverage and food glass containers including glass baking dishes. Acceptable alternatives are plastic Tupperware, metal containers and aluminum foil trays.

9. **Wheeled Equipment/Vehicles:** Wheeled play equipment such as bicycles, tricycles, skates, skateboards, riding toys, etc. are not allowed in the pool pavilion areas. Necessary wheeled equipment such as strollers, wheelchairs, and wheeled walkers are allowed.
10. **Swimwear:** Only garments specifically designed as swimwear may be worn in the pools, hydrotherapy pools, or sauna. Incontinent persons, infants and children not fully toilet trained must wear swimwear designed to prevent leakage. *Using furniture, counters, or tables to change infant diapers is not allowed. The provided diaper changing tables must be used when changing infant diapers.*
11. **Diving:** Diving is not permitted.
12. **Suntan Lotions and Oils:** Suntan lotions, oils, and other sunscreen products must be in unbreakable containers. A towel must be used to cover furniture after sunscreen products have been used.
13. **Showers:** A rinsing shower must be taken before each entry to the pool or Jacuzzi.
14. **Pets:** Pets are not allowed in the swimming pool, hydrotherapy pool, and Recreational Pavilion areas. This restriction does not apply to assistance animals used by disabled persons.
15. **Swimming Classes:** Swimming classes are not permitted in the PCA pools.
16. **Pool Closure:** The pools may not be used during severe weather such as an electrical storm or hurricane. A pool will be immediately closed for cleaning in the case of unsanitary conditions such as vomit or feces. In case of a pool closure, no one will be allowed to use the pool facilities until the Resident Manager has declared the pool safe.

17. **Loss of Privileges:** Any person suspected of being under the influence of alcohol and/or drugs will not be allowed in any swimming pool, hydrotherapy pool, or recreational pavilion area. Any person found using the pool and suspected of alcohol and/or drug use will be escorted from the pool area and may be subject to police intervention. Violation of swimming pools, hydrotherapy pools, and/or sauna rules may result in fines, confiscation of security key, and loss of privileges. Reinstatement of privileges will be determined by the PCA Board of Directors.

The Resident Manager may refuse admittance to, or eject from, the pool/pavilion areas, anyone who does not comply with the listed Swimming Pools, Hydrotherapy Pools and Sauna House Rules.

K. PCA FINING SYSTEM

1. **General:** The provisions of the Fining System are applicable to all Pu'u Ali'i Community Association Recreational Property and Association Property.
2. **Responsibility:** All Residents and Visitors must comply with the House Rules. Fines for violations of House Rules may be imposed pursuant to the authority set forth in the Pu'u Ali'i Community Association By-Laws, Article VII.
 - a. Apartment owners are responsible for payment of any fines assessed against their apartments due to their own actions and/or the actions of their tenants, family members, guests, agents, or employees.
 - b. Copies of all written notices of violations issued to tenants will be sent to the apartment owner and the rental agent, if any.
 - c. If the PCA incurs any expense to correct a violation, the expense will be assigned to the apartment owner. Unpaid fines and/or associated costs will constitute a lien against the offending owner's interest in his/her apartment. The PCA Board of Directors may institute foreclosure proceedings to collect unpaid fines to the extent permitted by law.
 - d. **The payment of a fine does not relieve the owner of the obligation to correct the violation.**

3. Fining Procedures:

- a. **First Offense:** The Resident Manager will issue a *Friendly Reminder* (Appendix I) to the apartment owner, tenant, or rental agent as official notice that a violation of House Rules and/or Architectural Standards has occurred. This notice will include a reference to the violated section(s) of the House Rules and/or Architectural Standards. The Resident Manager has the authority to send violation notices and collect fines from violations occurring on all PCA property, including the separate resident buildings themselves. If the violation(s) is corrected within three (3) calendar days of the date of the *Friendly Reminder*, no further action will be taken. A record of the incident will be kept on file at the Resident Manager's office for reference in the event of repeat offenses.
- b. **Second Offense:** If the violation is not corrected within the three (3) calendar days, the Resident Manager will issue a **Second Notice** (Appendix II). If the violation is corrected within one (1) calendar day (24 hours) of the date of the **Second Notice**, no further action will be taken.
- c. **Subsequent Offenses:** If the violation(s) continues uncorrected beyond four (4) calendar days, or recurs within a one (1) years' time from the date of the Second Notice, the Managing Agent will send a written citation with the notice of fine, via certified mail, to the appropriate apartment owner, tenant, or rental agent. The apartment owner will be assessed a fifty dollar (\$50.) fine for *each day* that the violation continues or recurs (see fining exceptions below).

Note: The PCA Board of Directors has the authority and reserves the right to increase the amount of the fines in cases where there is no attempt to correct the violation(s), habitual offenders, and/or if a fine is not paid in full with owner's next monthly Association Dues/Maintenance.

4. **Appeals:** An owner (or an agent with full power-of-attorney authority governing the apartment) may choose to contest a fine. A written appeal must be submitted to the Pu'u Ali'i Community Association Board of Directors, via the Managing Agent within ten (10) calendar days after the mailing date of the fine notification and contain the following:
 - a. Reason for appeal.
 - b. Testimony, names, addresses, and phone numbers of any witnesses, and
 - c. Copies of exhibits, if any.

An owner may also choose to appear in person at a PCA Board Meeting to provide clarification, present additional evidence or respond to questions about the appeal. Owners who desire to present their appeal in person must advise of their intent to do so in their written appeal. In response thereto, the Managing Agent will advise the owner in writing as to the date and time of the Board Meeting the appeal will be considered so the owner may appear in person.

Appeals will not be considered for the following reasons:

- a. Failure to know the applicable House Rule.
- b. Failure of an owner to provide tenant with a complete copy of the current House Rules, and

- c. Disagreement with a House Rule (revisions of House Rules occur at periodic intervals, and all owners are encouraged to use that process as an avenue to recommend changes to rules).

Appeals will be heard within 30 days after receipt of the written appeal, or at the next regularly scheduled Board Meeting. An appeal will not halt the accrual of any ongoing fine imposed for an unresolved violation.

5. **Fining Exceptions:** Except as specifically set forth in these Rules, the following fining exceptions shall include:

- a. **Vehicle Violations:**

- **First Offense:** Vehicles in violation of the House Rules and/or posted notices will be given a citation by Security or the Resident Manager. Action should be taken to immediately correct the situation.
- **Second Offense:** Security or the Resident Manager will issue a second citation if the vehicle is found to be violation of the House Rules and/or posted notices after receiving a first citation and/or violation recurs within three (3) months of the first citation.
- **Subsequent Offenses:** If violation is not corrected after receiving the first two citations, the vehicle will be issued a Tow Warning. If not corrected immediately, the vehicle will be subject to tow.

- b. **Parking Violations:** In addition to a fine, the vehicle owner will be responsible for all towing expenses associated with the removal of the offending vehicle. Once a tow truck is called to remove an offending vehicle, the apartment owner is responsible for all costs incurred in connection with the towing charge, even if the vehicle has been moved prior to arrival of the tow truck.

- c. **Property Damage Violations:** In addition to a fine, an apartment owner is responsible for timely payment of all expenses incurred by the PCA to repair or restore property damaged by themselves, their guests, or their tenants. ***Property damage violations are subject to an immediate fine. See Immediate Fines.***

- d. **Swimming Pools, Hydrotherapy Pools, Sauna, Recreational Pavilion Violations:**

- **First violation:** As reported to Resident Manager's Office or observed by Security, Resident Manager, or another resident, a verbal warning will be given.
- **Second violation:** If a second violation for same offense occurs, security will give the responsible person(s) one additional warning.

- **Third violation:** if a third violation occurs during the same period of time, Security will evict the offending person(s) and all members of their party, if any. *A fine of one hundred dollars (\$100.00) will be assessed to the registered resident and/or owner.*
 - **Habitual Offenses:** Habitual offenses will result in loss of security key and loss of pool facility privileges. *An additional fine of one hundred dollars (\$100.00) will be assessed. Reinstatement of revoked security key and pool facility privileges will be at the discretion of the PCA Board of Directors after a written request is submitted by the violator.*
- e. **Pets:** Pets that make noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one-half (1/2) hour or more, causing an unreasonable disturbance to other occupants, are considered a nuisance.
- **First Offense:** Friendly Reminder will be given.
 - **Second Offense:** Second Notice will be given.
 - **Third and Subsequent Offenses:** *A fine of one hundred dollars (\$100.00) will be assessed for each day that the violation continues or recurs. No grace period will be allowed for pet noise violations starting with the third citation.*
 - *If an animal continues to be cited for noise violations (more than two offenses), the PCA Board of Directors may consider the animal a nuisance and have the offending animal removed from PCA property. (See Pets, page 8, #6).*
- f. **Speed Limit, Unsafe/Reckless driving:** *There is a zero Tolerance Policy for speeding, unsafe, and/or reckless driving in the PCA neighborhood.*
- **First Offense:** Friendly Reminder
 - **Second Offense:** *One hundred dollar fine (\$100.00)*
 - **Third Offense:** *One hundred dollar fine (\$100.00)*
 - **Subsequent Offenses:** *After two finings in a one year period, the operator's driving privileges to operate on PCA private property will be revoked and the PCA will have the authority to remove the vehicle from PCA property at the owner's expense and prohibit the vehicle from the PCA Community.*

6. **Immediate Fines:** *No warnings will be given for the following violations:*
- a. *A violation of the “Fireworks” House Rule will result in an immediate fine of \$200.00. (See page 5, General Rules, #8).*
 - b. *A violation of the “Immediate pick-up and disposal of pet waste” House Rule will result in an immediate fine of \$250.00 (See page 8, Pets, #5).*
 - c. *A violation of the “Dogs off leash or improperly leashed” House Rule will result in an immediate fine of \$50.00 (See page 8, Pets, #5)*
 - d. *A violation of “Property Damage” will result in an immediate fine of up to \$500.00. (See page 12, Buildings and Landscape, #3).*
 - e. *A violation of “Illegal use of Dumpsters” will result in an immediate fine of \$150.00 (See page 14, Buildings and Landscape, #12 and page 15, #15).*
 - f. *A violation of the No Littering House Rule will result in an immediate fine of \$250.00 (See page 16, Recreation and Parks Areas, #1-c)*
 - g. *A violation of the “No glass or ceramics” House Rule will result in an immediate fine of \$150. (See page 16, Recreation and Park Areas, #1-d; See page 21, Swimming Pools, Hydrotherapy Pools, and Sauna Rules, #8).*
7. **Delinquencies:** *Failure to pay a fine within thirty (30) calendar days of notifications will result in an additional fine of one hundred dollars (\$100.00) for each month, or fraction of a month, that the fine remains unpaid.*

**Please be sure to also review your respective
Phase Architectural Standards which are
available on PuuAlii.org and at the Resident
Manager’s office.**
