

LĀLEA

at Hawaii Kai

House Rules with Modification Guidelines

Revised & Adopted
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LALEA AT HAWAII KAI

House Rules

These House Rules contain background information that should make your daily living at Lalea at Hawaii Kai more meaningful and enjoyable. It must be realized that condominium living requires each resident to have appropriate respect for the needs and rights of others living in the complex. The primary purpose of these House Rules is to protect all apartment owners and other occupants, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

These House Rules supplement but do not change the obligations of the owners of apartments in the Lalea at Hawaii Kai condominium project (the "Project"), and all occupants, tenants and guests thereof, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Apartment Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail.

The Board of Directors (the "Board") of the Association of Apartment Owners of the Project (the "Association") shall be responsible for enforcing these House Rules but such responsibility may be delegated to the Managing Agent or Site Manager by the Board. All apartment owners and other occupants, tenants and guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

The Board shall make such other rules and regulations from time to time or amend the following House Rules as it deems necessary or desirable.

Simply stated, these rules serve as a guide to consideration for others and to the application of common sense, so as to create a friendly, pleasant and happy atmosphere. This is your home...its upkeep reflects on you.

A. TERMINOLOGY.

1. Apartment Owners. The owner of record of any apartment.
2. Residents. All persons living at Lalea at Hawaii Kai, including, without limitation, Apartment Owners, Assignees, Sub-lessees or Tenants.
3. Non-Resident/Absentee Owners. Apartment Owners living away from Lalea at Hawaii Kai.
4. Agents. Any person and/or entity empowered to act on behalf of any Apartment Owner.

5. Guests. Persons not described above who reside at or visit the premises.
6. Managing Agent. The management firm appointed by the Board of Directors, whose responsibilities and duties are outlined in the By-Laws.
7. Site Manager. The person employed by the Board and authorized by the Board of Directors to exercise all on-site functions of the Board, including enforcement of the House Rules.

B. GENERAL.

1. Use of Apartments. The apartments shall be occupied and used by the respective owners thereof, their tenants and such owners' and their tenants' families and guests only for the residential purposes and in compliance with the restrictions contained in the respective apartment deeds.
2. Use by Owners, Tenants and Guests. Subject to the terms of the By-Laws and such owner's apartment deed, an apartment owner may lease or rent an apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Declaration, the By-Laws, and these Rules and Regulations, and the apartment owner is responsible for the occupants' conduct.
3. Conduct. Owners shall observe and perform these House Rules and ensure that their family members, their tenants, their tenants' family members, and guests also observe and comply with the Declaration, the By-Laws, these House Rules, and signs posted on or about the Project. In the event expenses are incurred due to violation of these House Rules by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees. An apartment owner shall, upon request of the Board or the Managing Agent, immediately take any and all actions that may be necessary to resolve any violation of the project documents, at the owner's sole cost and expense. Such actions may include, but not be limited to, the abatement of a nuisance or other condition and/or the removal of one or more persons, structures, conditions and/or things. The removal of any person or persons at Association request shall be without compensation for lost rentals or profits or any other damage resulting therefrom. If the guest of an occupant routinely violates these House Rules, that guest may be removed from the property as a trespasser and subject to civil penalties as such.
4. Apartment Access. The Managing Agent is not required to give access to apartments or building; provided, however, that as provided in and subject to the provisions of the By-Laws, the Managing Agent give each mortgagee of an apartment or any interest therein and its agents access through the common

elements for the purpose of passage to any apartment on which such mortgagee holds a mortgage.

5. Registration. Owners, tenants and other occupants shall register with the Site Manager upon taking occupancy of an apartment and shall furnish the Board and/or the Managing Agent with such information as shall be requested from time to time in the reasonable discretion of the Board and/or the Managing Agent.
6. Keys. Each owner and tenant shall be responsible for the keys to locked entrances to his apartment. However, to facilitate the right of access provided by the By-Laws to the Managing Agent, the Site Manager or the Board, each owner may, but shall not be required to, furnish keys to the Site Manager. Any such choice to furnish a key shall be for the convenience of the person providing the key and shall be without liability to the Association and/or its Managing Agent.
7. Protection. Each owner and tenant shall assume full responsibility for protecting the owner's apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
8. Emergencies. If the immediate service of the Honolulu Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should also be brought to the immediate attention of the Site Manager (or the Managing Agent if there is no Site Manager).
9. Soliciting. No soliciting of goods and/or services shall occur at the Project, and religious or political activities shall not be permitted on the common elements.
10. Owner's Agent. Any owner who does not reside on Oahu, or who will be absent for thirty (30) days or more, shall appoint a fully authorized agent and shall provide to the Site Manager or Managing Agent written notice of the owner's out-of-town address and telephone number, and the agent's name, address, and telephone number.
11. Signs. Real estate signs pertaining to sale or lease activities are permitted only directly fronting the apartment, and only of reasonable size, content and number.

C. RULES PERTAINING TO APARTMENTS.

1. Laundry, Tools, Etc. Textile items (including towels, bedding, bathing apparel and clothing), brooms, mops, yard tools, rubbish containers, cartons, etc., shall not be placed on passages or in windows or stored openly in the Yard Areas (as defined in the By-Laws) so as to be in view from outside the building or from any other apartments or common areas; provided, however, that a limited number of rubbish containers, lawn and yard tools and equipment, all in good repair, may be kept in

the Yard Areas so long as no parts of such containers, tools or equipment extend above the top of the fence surrounding the Yard Area.

2. Use of Water Apparatus. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilet, sink or other water apparatus in an apartment shall be repaired and paid by the owner of such apartment. Any such damage resulting from misuse of any toilets, sinks or other water apparatus on the common elements shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all apartments owners as a common expense.
3. Throwing Objects from Building. Nothing shall be thrown or permitted to be thrown from windows, lanais, etc., including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.
4. Entrances. Nothing shall be allowed to remain in view at front entrances of apartments except a reasonable number of shoes, slippers or other footwear, etc., as determined by the Board. Freestanding shelves or other containers for footwear may be kept at the entrance, but must be removed or modified by the apartment owner at the request of the Board.
5. Furniture in Yard Areas. Owners may use, in their Yard Areas, lawn furniture, picnic tables, children's play equipment (for example, swings, slides, etc.) and other similar recreational furniture and equipment typically used in private residential yards.
6. Waterbeds. There shall be no waterbeds of any nature allowed in any apartment without the prior written approval of the Board. All owners and tenants who wish to install a waterbed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association as additional insured and must display physically to the Board or Managing Agent a waterproof tank in which the waterbed will rest.
7. Termite Inspections. Owners and other residents shall: 1) report any evidence of termite infestation to the Site Manager and/or to the Managing Agent without delay; 2) exercise reasonable care to discover any such evidence of infestation; and 3) provide access to apartment interiors, to the Association and its representatives, upon request, for periodic termite inspections.

8. Air Conditioning Units. Each owner of a Type B or BR apartment shall permit the owner(s) of the apartment located on the second floor directly above such Type B or BR apartment, and their representatives, to enter from time to time the Yard Area appurtenant to such Type B or BR apartment for the purpose of performing any installations, alterations, maintenance or repairs of the air conditioner unit and related apparatus servicing the apartment located directly above such Type B or BR apartment, provided that requests for entry shall be made in advance and that any such entry is during normal working hours. Consent to any such request for entry shall not be unreasonably withheld or delayed. In case of an emergency, such right of entry into the Yard Areas shall be deemed granted, to be effective immediately, whether or not the Type B or BR apartment owner is present at the time. Such entry shall be made with as little inconvenience to the Type B or BR apartment owner as is practicable, and the owner(s) of the apartment for which entry into the Yard Area is made shall be responsible for any damage caused thereby.
9. Garage Sales. Garage sales are prohibited. Any garage sale activity is subject to an automatic fine of \$50.00.

D. COMMON AREAS.

1. Obstructions, Uses. The sidewalks, passages, stairways, walkways and corridors must not be obstructed or used for any purpose other than ingress and egress.
2. Recreational Activities. The common elements (other than specifically designated recreational areas, if any) shall not be used for recreational activities of any kind. This includes the use of bicycles, tricycles, skateboards, scooters and the like. Apartment owners and others responsible for persons in need of supervision shall provide such supervision as may be necessary to assure compliance with this rule.
3. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles and areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle. Green waste from yard work must be disposed of in separate containers or recycled in accordance with applicable laws, ordinances, rules or regulations of the City and County of Honolulu or any other governmental agency or authority with jurisdiction over the Project.
4. Barbecuing. Outdoor cooking shall be subject to regulation by the Board and shall be permitted only in Yard Areas at least five (5) feet from any structure, or in other designated common barbecue areas, and shall be conducted so as not to constitute a nuisance. Fires other than for outdoor cooking in designated areas are not permitted.
5. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: laundry

on lines or reels; litter or trash containers except as specially provided; gear, equipment, cans, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.

6. Supplies or Other Goods. No garbage cans, household or commercial supplies, excess items, or similar articles shall be placed outside any apartment area or in a place where they can be seen from outside any apartment, except as the Board shall prescribe.
7. Personal Property. Personal property shall not be left or allowed to stand on any of the common elements. All such property found in violation of this rule shall be subject to removal without notice, at the owner's risk and expense, at the direction of the Board. Without limitation, such property includes baby carriages, tricycles, bicycles, and other recreational equipment, surfboards, packages, boxes and/or crates left or allowed to stand on any of the common elements, including the Yard Areas and the parking areas (but not including the confines of an apartment or within designated storage areas).
8. Responsibility for Damage. Each apartment owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common element caused by such owner or tenant, other occupants of their apartment and/or by their guests.
9. Street Trees and Other Landscaping. No owner, tenant or guest shall disturb, cut, trim, damage or remove any of the trees located in the landscaped areas adjacent to roadways or parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, ground cover or other elements of landscaping on any of the common elements of the Project.
10. Use of Parks. Activities and equipment must remain confined within the park perimeter.

E. PARKING AREAS.

1. Reserved Stalls. Each owner and his tenants, invitees and guests shall park only in their garage (if any) or the parking stall or stalls assigned to such owner's apartment.
2. Method of Parking. Automobiles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages.
3. Violations. Violators of parking regulations shall have their cars towed away at their own risk and expense. If the violator is a tenant, invitee or guest of any owner, the

owner shall be responsible for payment of the towing charge. Towing also applies to vehicles not parked within marked/numbered parking stalls.

4. Repairs. Extensive repairs of a motor vehicle or other equipment, or any repairs of a motor vehicle or other equipment which could cause damage, defacement or soiling of the area, shall not be permitted in any parking stall, driveway or other areas of the common elements of the Project.
5. Speeding. Drivers shall maintain a slow speed within Lalea, taking cautionary measures insuring the safety of pedestrians. Drivers are expected to observe traffic and directional signals for the safety of all.
6. Garages. Garages will be used only for the parking of vehicles, boats, trailers, or truck campers and for workshops and storage of lawn and garden maintenance equipment, etc.
7. Other Use Prohibited. The parking areas (other than the garages) shall not be used for recreational or storage purposes. Bicycles, tricycles, skateboards and the like shall not be ridden in the parking areas. Trailers, boats or abandoned vehicles of any type shall not be parked or stored in the parking areas (other than the garages); provided, however, that boats only shall be parked or stored in the boat parking apartments, if any, located within the Project.
8. Responsibility for Damage. Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage and of all persons responsible for that person's conduct, including the apartment owner.
9. Cleaning of Parking Stalls. Each owner shall be responsible for cleaning debris and stains from the parking stalls assigned to the owner's apartment, regardless of the source of the debris or stains.

F. RECREATION CENTER

1. GENERAL.

- a. Use by Owners, Tenants, Family Members and Guests; Assumption of Risk. Use of the Recreation Center located in Lalea at Hawaii Kai, consisting of the swimming pool, barbecue areas, and a meeting room and kitchen (collectively, the "Crow's Nest"), is limited to apartment owners, their tenants and such owners' and their tenants' families and guests. An owner or such owner's tenants must accompany their respective guests while in any part of the Recreation Center. Owners, their tenants and such owners' and their tenants' families and guests use the Recreation Center at their own risk.

- b. Hours of Use. The Recreation Center may be used during the hours of 8:00 a.m. to 10:00 p.m.
- c. Furnishings and Equipment. Only approved furnishings and equipment are allowed within the Recreation Center. No furnishings or equipment located within the Recreation Center shall be removed from the Recreation Center or tampered with in any manner. Specifically and without limiting the generality of the foregoing, no user of the Recreation Center shall interfere in any manner with any portion of the Swimming Pool equipment, or lighting apparatus, or electrical and plumbing devices in or about the Recreation Center.
- d. Personal Belongings. No personal belongings shall be left within the Recreation Center by any user thereof.
- e. Audio Devices. Audio devices such as radios, stereos, etc. may be used in the Recreation Center only if earphones are used in connection with such devices.
- f. Violation of Recreation Center Rules and Regulations. In addition to any other rights that the Board, the Managing Agent or the Site Manager, if any, may have, the Board, the Managing Agent and the Site Manager, if any, shall have the authority to require anyone violating these Rules and Regulations relating to the Recreation Center to leave the Recreation Center.
- g. Pets. Pets are prohibited from all areas of the Recreation Center, except that guide dogs, signal dogs and service animals are permitted when accompanying the person being served.

2. SWIMMING POOL.

THERE IS NO LIFEGUARD ON DUTY. USE THE POOL FACILITIES AT YOUR OWN RISK.

- a. Hours. The Swimming Pool may be used during the hours of 8:00 a.m. and 10:00 p.m. daily.
- b. Guests. Not more than six (6) guests from any one (1) apartment shall use the Swimming Pool at any one time without obtaining the prior authorization of the Site Manager (or the Managing Agent, if there is no Site Manager). Residents must accompany guests at all times.
- c. No Lifeguard on Duty. There is no lifeguard on duty. Persons using the Swimming Pool do so at their own risk. Persons 12 years of age and under shall only use the Swimming Pool when accompanied by an adult, unless a

written waiver based on demonstrated swimming ability and ability to use the pool safely has been obtained from the Board or the Managing Agent. Parents and/or guardians are responsible for the safety and conduct of their children. It is strongly recommended that owners, tenants, and such owners' and tenants' family members and guests who are not competent swimmers either refrain from using the Swimming Pool or use the Swimming Pool accompanied by a competent and responsible swimmer.

- d. No Horseplay. No diving, excessive splashing, pushing, running, screaming, shouting, ball playing, or other boisterous conduct in or around the Swimming Pool is permitted. Furthermore, water balloons are not permitted in the pool area. Breakage of balloons within the pool area can result in clogs in the filtration system and can lead to serious damage.
- e. Appropriate Attire. Appropriate swimming attire must be worn in the Swimming Pool. Bathing caps or hair bands are recommended for persons with long hair. Hairpins are not permitted in the Swimming Pool. Diapers are not permitted in the Swimming Pool unless protected with waterproof covering.
- f. Showers Required. Any person using the Swimming Pool shall take a shower prior to entering the Swimming Pool.
- g. No Suntan Oils. Suntan oils and similar substances shall be removed prior to entering the Swimming Pool.
- h. No Food, Drinks or Smoking. No eating, drinking or smoking is permitted within the Swimming Pool.
- i. Flotation Devices. No large flotation devices, fins, or scuba equipment are permitted in the Swimming Pool. Swimming aids and floatable devices may be used in the Swimming Pool if they are used for safety reasons and do not inconvenience or inhibit the safety of others.
- j. Breakable Items. Breakable items such as glassware, ceramics, chinaware, and bottles are prohibited in or around the Swimming Pool. Any beverage brought to or consumed in the Swimming Pool area must be in a non-breakable container (can, paper, or shatterproof plastic).
- k. Health Precautions. All persons known to be or suspected of being afflicted with an infectious or communicable disease, suffering from a cough, cold or open sores, or wearing bands or bandages, shall be excluded from using the swimming pool. Spitting, spouting of water, nose blowing, or discharge of bodily wastes in the Swimming Pool shall be prohibited.

3. BARBECUE AREAS.

- a. Hours. The Barbecue Areas may be used during the hours of 8:00 a.m. and 10:00 p.m. daily.
- b. Number of Users. Not more than six (6) guests shall use a Barbecue Area at one time without obtaining the prior authorization of the Site Manager (or the Managing Agent, if there is no Site Manager)
- c. After Use. After use of a Barbecue Area, users are required to:
 - i. Remove all trash from the Barbecue Area.
 - ii. Burn off excess sauce and/or foodstuffs from the barbecue grill and remove residue with a wire brush.
 - iii. Before leaving the Barbecue Area, users must be sure to turn off the gas within the barbecue.
- d. Poolside Umbrellas. Upon completion of use, poolside umbrellas shall be returned to a closed/collapsed position.

4. CROW'S NEST.

- a. Hours. The Crow's Nest may be reserved and used during the hours of 8:00 a.m. and 10:00 p.m. daily. The Crow's Nest shall be locked when not in use.
- b. Number of Users. Not more than thirty-four (34) persons shall use the Crow's Nest at one time.
- c. No Commercial or Political Functions. The Crow's Nest shall not be used for commercial or political functions.
- d. Request for Use of Crow's Nest. Requests for use of the Crow's Nest must be made through the Site Manager (or the Managing Agent, if there is no Site Manager), as follows:
 - i. The request for use of the Crow's Nest will be accepted only from residents with a current registration form on file with the Site Manager (or Managing Agent if there is no Site Manager). The person requesting use of the Crow's Nest is hereinafter referred to as the "Responsible Resident".

- ii. The request must be accompanied by a check in the amount of \$100.00 as a security deposit (the "Deposit") for the use of the Crow's Nest, all or a portion of which may be retained by the Association for cleaning of the Crow's Nest, for repairs of damage to the Crow's Nest as may be necessary or appropriate as a result of the use of the Crow's Nest, or for violation of the rules. The Deposit will be returned to the Responsible Resident by the Site Manager (or the Managing Agent, if there is no Site Manager), less the amount of the cost of any cleaning and/or repairs, typically within fourteen (14) days after the date of the use of the Crow's Nest.
- iii. The request for use of the Crow's Nest shall not include the exclusive use of the Swimming Pool or the Barbecue Areas. The use of the Swimming Pool, governed by Section E (2) of these Rules and Regulations, shall be available to all owners, tenants, and such owners' and tenants' family members and guests even when a private function is taking place in the Crow's Nest. The use of the Barbecue Areas is governed by Section E (3) of these Rules and Regulations and shall be available to other owners, tenants, and such owners' and tenants' family members and guests even when a private function is taking place in the Crow's Nest.
- iv. The request must be accompanied by a check in the amount of \$25 as and for a rental fee. This fee is separate from and in addition to the \$100 deposit.
- v. The "Responsible Resident" shall be present during the time for which the Crow's Nest has been reserved and during the entire function.
- vi. Cancellations. Notice of cancellation of the use of the Crow's Nest must be received by the Site Manager (or the Managing Agent, if there is no Site Manager) from the Responsible Resident at least seventy-two (72) hours in advance of the reserved date. If such notice is not received at least seventy-two (72) hours in advance of the reserved date, the Rental Fee will be forfeited to the Association.
- e. No Swimming Attire. No swimming attire is permitted at any time in the Crow's Nest.
- f. Furniture. No shoes or bare feet are allowed on the furniture in the Crow's Nest.

- g. Access to Swimming Pool and Barbecue Areas. Users of the Crow's Nest shall not prohibit or impede free access by other residents and guests to the Swimming Pool or the Barbecue Areas.
- h. Removal of Trash; Securing Crow's Nest After Use. If food and/or beverages are served while using the Crow's Nest, all trash must be removed to the trash bin located outside the Recreation Center the same day as the function. The Crow's Nest must be properly locked and otherwise secured by the Responsible Resident when finished.

G. NOISE AND NUISANCES.

1. Quiet Hours. Quiet hours shall be observed between the hours of 10:00 P.M. and 8:00 A.M. daily. Household appliances, such as dishwashers and vacuum cleaners, shall not be run during quiet hours.
2. Nuisances. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or the common elements by other owners or occupants.
3. Excessive Noise and Odors Prohibited. Residents, occupants, guest and invitees of the apartments shall avoid unreasonably excessive noise of any kind at any time while in the parking areas, recreation areas and other common areas of the Project and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments. Excessive noise at any time should be reported to the Site Manager.
4. Volume. Radios, TV's, stereos, etc., in the apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m. and shall at all times be played at a volume that does not unreasonably annoy or disturb owners or occupants of other units.
5. No Soliciting. No soliciting of any kind, except the solicitation of proxies relating to the Association, is allowed in the Project. Report all prohibited solicitations to the Site Manager (or the Managing Agent if there is no Site Manager).

H. EMPLOYEES OF THE ASSOCIATION.

1. All persons at the Project shall refrain from any action that would tend to increase the work of any Association employee, such as by littering or by committing any form of waste.

2. No Association employee shall be asked by an owner, resident, tenant or guest to leave the common elements or to perform any personal tasks.
3. Cleaning of Individually owned apartments, including all windows, is a responsibility of the respective owners, residents, tenants or guests and not of the Association or of its employees.

BUILDING MODIFICATIONS.

1. Structural Changes. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without an apartment without prior written approval and consent of the Board; provided, however, that an apartment owner or occupant may install a front screen door in accordance with (i) plans and specifications prepared by the Project architect, Design Partners Incorporated (for which Board approval shall not be required) or (ii) plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration.
2. Signs. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on or to the exterior of any apartment (other than the apartment number), nor shall anything be projected out of any window.
3. Projections. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building. No projections shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board.
4. Maintenance of Apartments. Every owner from time to time and at all times shall perform promptly all repair and/or maintenance work within an apartment, the omission of which would adversely affect any common element or any other apartment, and each owner shall be responsible for all loss and damage caused by the failure to do so.
5. Repair of Apartments. All repairs of doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within each apartment such as water, light, gas (if any), power, sewage, telephone, sanitation, lights, and all other fixtures and accessories belonging to such apartment, if any, and the inner decorated or finished surfaces of all walls, partitions, floors and ceilings of such apartment, shall be at the owner's expense.
6. Lanai Light Fixtures. Modification of lanai light fixtures to retrofit a motion sensitive device is permitted with the prior written approval of the Board.

7. Holiday Lights. Seasonal holiday lights may be attached to eaves of individual units so long as such attachments are by clip-on or other easily removable devices which do not physically mar the structure. Such lights may not be erected prior to the 1st day of December and must be removed by the following January 15.

8. Window Tinting. The Board of Directors has adopted this guideline to provide a uniform look for the exterior of the buildings throughout the entire Laea at Hawaii Kai property, thus protecting property values for all owners. Owners must request and receive written approval from the Board for implementation of the standard specification prior to proceeding with the installation.
 - a. Scotchtint brand window film as manufactured by 3M is the only material allowed.
 - b. The approved color is #35 NEARL, in either the standard film or impact resistant film.
 - c. Installation shall be done by a licensed 3M installer/dealer.
 - d. After approval and prior to commencement of the work, the installer/dealer shall furnish the Managing Agent with a certificate of insurance acceptable to the Managing Agent, naming the Laea at Hawaii Kai AOA as additional insured.

9. Hose Hangers. The Board of Directors has adopted this guideline to provide a uniform look for the exterior of the buildings throughout the entire Laea at Hawaii Kai property, thus protecting property values for all owners.
 - a. The approved hose hanger, manufactured by Suncast, is the Hose Hangout.

J. HAZARDS.

1. Combustible or Explosive Materials. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, explosives or other articles deemed unreasonably hazardous to life, limb or property.

2. Activities Prohibited. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings.

3. Fireworks Prohibited. No fireworks of any kind shall be ignited or used anywhere in the Project at any time.

K. PETS AND OTHER ANIMALS.

1. Dogs, cats and other household pets (as determined by the Board) may be kept by occupants in their respective apartments, but not more than two such animals shall be kept in any one apartment. Pets shall not include those described as pests or animals prohibited from importation under State law.
2. Pets shall not be kept, bred or used for any commercial purpose.
3. Pets must be confined to the pet owner's apartment and/or enclosed yard, must not be allowed to roam free and may not be tied in any common area. Pets in transit are to be carried, restrained by a short leash, or placed in an animal carrier.
4. Residents shall not tie or stake their pets on a leash to any common or limited common areas such as to an entryway or a tree in the common or limited common areas.
5. No resident or guest shall feed or harbor stray animals such as cats, mongoose or wild birds. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.
6. Persons who walk pets are responsible for immediately cleaning up after their animals, and shall not leave their pet's droppings anywhere on the common or limited common elements. Pet owners are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in the dumpsters. Residents shall not sweep or hose off any animal waste matter on to the common or limited common elements (such as onto the lanai lawn area). Cat litter may not be disposed of in toilets, and must be securely bagged and discarded in the dumpsters.
7. Pet owners are responsible for any damage to the common elements caused by their pets. Any damage caused by cleaning chemicals or other such material used in an attempt to remedy said damage is also the full responsibility of each pet owner.
8. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice by the Board of Directors or Managing Agent. Examples of behavior within the scope of this paragraph include, but are not limited to:
 - a. Disobedient, threatening and/or unruly behavior that suggests the potential for any risk of injury to person or property.

- b. Pets which violate any law or ordinance, which are the subject of meritorious complaints and/or which make noise excessively and/or at inconvenient hours, all as determined by the Board.
 - c. Pets in common areas which are not under the complete control of a responsible human companion and on a short hand-held leash or in a pet carrier.
 - d. Pets which relieve themselves on common or limited common elements or on balconies (when there is a risk that waste may fall or drip onto the lower lanai).
 - e. Pets which exhibit aggressive or vicious behavior.
 - f. Pets which are conspicuously unclean or parasite-infested.
9. Occupants are responsible for visiting pets, which are subject to the same restrictions as resident pets.
10. Notwithstanding any other provision herein, people with visual, hearing and physical disabilities may keep trained guide dogs, trained signal dogs or trained service animals, respectively, in their apartments. This provision is not intended to restrict access to or the full use and enjoyment of the apartments and the Project by disabled persons.

L. VIOLATIONS OF THESE RULES.

1. Every owner shall observe and perform these Rules and ensure that their tenants, licensees and guests also observe and perform these Rules. Apartment owners are responsible for their tenants', licensees' and guests' observance of all Rules as set forth herein.
2. Reporting Violations and Damages.
 - a. All corrective actions regarding violations of the House Rules and damage to the common elements will be enforced by the Board and should be reported promptly to the Site Manager, the Managing Agent, or the Board.
 - b. Damages to common elements shall be surveyed by the Board or the Site Manager or Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by the owner, by the

owner's tenants and/or by such owner's or tenants' family members or guests.

3. If any person violates any of the project documents, including these Rules, the Board of Directors, Managing Agent or Site Manager may take any legally permissible actions, including:
 - a. Giving one or more verbal warnings and/or written notices of violation. The notices shall describe the violation, may recommend corrective action, and may assess fines up to \$100 per incident plus damages.
 - b. Imposing automatic fines with no prior warning of \$50.00 will be assessed to the offending apartment owner for the following: Any vehicle left unattended on jacks or blocks, major vehicle repairs, unleashed dogs in the common area, and discharge of firearms and fireworks of any type.
 - c. Entering the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the contents hereof; and the Board, Managing Agent and/or Site Manager shall not thereby be deemed guilty in any manner of trespass.
 - d. Demand that the owner of the apartment evict or remove the violating tenants, guests, or licensees.
 - e. Enjoin, abate or remedy, by appropriate legal action, either at law or in equity, the continuance of such breach; and all costs thereof, including attorneys' fees, shall be borne by the apartment owner.
4. Expense of Enforcement. In the event expenses (including attorneys' fees) and damages are incurred due to the violation of Rules by an owner and/or by an owner's tenants, guests, licensees, rental agents or invitees, the owner shall be responsible for payment of same. Any charges of fines levied against an owner shall attach to the apartment as an assessment and shall be subject to a lien against the apartment.
5. Right to Appeal. Any owner having a pending citation for infraction of the Rules shall have the right and the opportunity of appeal by delivering to the Board or Managing Agent, within fifteen (15) days after the date of the citation, a written request for a special, formal hearing before the Board. Such hearing shall be held at the next regular meeting of the Board or as soon thereafter as is reasonably convenient.

M. ANTENNA INSTALLATION POLICY.

1. By-Laws Article VI, §3 (j) provides, among other things, that the installation of a television antenna requires prior board approval. This rule constitutes the necessary approval for installations specified in the immediately following subparagraph.
2. The Federal Communications Commission ("FCC") Rule governing installation of direct broadcast satellite antennas, multi-point distribution system antennas and over-the-air antennas (47 C.F.R. Part 1, Subpart S, §1.4000 et seq.) shall be observed, notwithstanding By-Laws Article VI, §3 (j).
3. Except as modified by the FCC Rule, By-Laws Article VI, §3 (j) and any other relevant project document provision shall continue to be enforced.
4. Antennas within the scope of the FCC Rule shall only be installed after the "owner" proposing to install the antenna has given the Board seven (7) days advance written notice. As used herein, the term "owner" includes a tenant of the owner, provided that the actual owner consents to the installation.
5. Said notice shall include:
 - a. Information about the antenna, including its type, dimensions and other specifications;
 - b. The name of the television service provider; and
 - c. Copies of plans showing the location of proposed installation and detailing the manner in which:
 - i. The antenna and any mast will be installed; and
 - ii. The cables will be run into the apartment.
6. Copies of all applicable governmental permits, licenses, and insurance shall be provided to the Board before installation.
7. No antenna or mast shall be installed, maintained or used on or in the common elements, except as provided hereinafter with respect to limited common elements.
8. Antennas within the scope of the FCC Rule may only be installed, maintained or used on a limited common element if the limited common element is within the exclusive use or control of the owner who proposed the installation, and only if permitted by other paragraphs of this section.

9. If installation of an antenna, mast or associated equipment permitted by the immediately preceding paragraph would involve penetration through, crossing over, alteration of, addition to or modification of any common element or any limited common element that is not within the exclusive use or control of the owner who proposes the installation, then such antenna shall not be installed, maintained or used without the prior written consent of the Board.
10. The maximum diameter of any antenna permitted by the FCC Rule shall be one meter.
11. No such antenna or mast shall encroach upon any common element, upon any other owner's apartment, upon any limited common element not within the exclusive use or control of the owner who proposes the installation or upon the air space of any of those places.
12. Antennas within the scope of the FCC Rule may be installed, maintained and used within an apartment, subject to the requirements of this section.
13. No such antenna shall be installed, maintained or used within an apartment without the prior written consent of the Board, if to do so would involve penetration through, crossing over, alteration of, addition to or modification of any common element or any limited common element that is not within the exclusive use or control of the owner who proposes the installation.
14. Outdoor installation of such antennas and masts is prohibited in all cases where indoor installation can yield an acceptable quality signal without unreasonable delay and without unreasonable increases in cost.
15. In all cases where outdoor installation of such antennas and masts is permitted, the following criteria shall apply, to the maximum extent permitted by law:
 - a. Antennas and masts shall:
 - i. Be no larger, and be installed no higher, than is absolutely necessary;
 - ii. Not extend beyond the top of a railing or fence;
 - iii. Be located to absolutely minimize visual awareness and/or impact of the antenna and/or mast;
 - iv. Be painted, camouflaged, screened, fenced or otherwise designed to blend in with surrounding areas and surfaces;

- v. Withstand winds of 80 m.p.h.
 - vi. Not create any safety hazard; and
- b. Associated equipment shall be covered, concealed, hidden from view and/or otherwise designed to absolutely minimize:
- i. Visual awareness of; and
 - ii. Safety hazards related to;
- such associated equipment.

These criteria shall not be applied so as to preclude reception of an acceptable quality signal, to unreasonably delay or prevent installation, maintenance or use or to unreasonably increase the cost of installation, maintenance or use.

- 16. As used herein, an acceptable quality signal means one that is not substantially degraded.
- 17. Masts shall only be installed by appropriately licensed contractors. Owners shall provide proof to the Board, before any installation, that the contractor is covered by insurance of such type and amount as the Board may require from time to time.
- 18. Any antenna installer, other than the apartment owner, shall provide proof to the Board, before any installation, that the installer is covered by insurance of such type and amount as the Board may require from time to time.
- 19. No installation, maintenance or use of an antenna, mast or associated equipment shall cause, or pose a substantial risk of causing, personal injury or property damage; nor shall it void or impair any warranty in favor of the Association or any member thereof.
- 20. Owners shall remove antennas, masts and associated equipment at the direction of the Board whenever such removal is necessary and/or appropriate for the operation, maintenance, replacement or repair of any part of the Project. All such removals shall be at the sole cost and expense of the affected owners, and the Association shall not be liable for any loss or other damage in connection therewith.
- 21. Owners shall keep, maintain and repair antennas, masts and associated equipment in good order and in working condition; and any paint, camouflage, screen, fence or other design feature shall be maintained to serve its function.

- Any antenna, mast or associated equipment in prolonged disuse shall be removed.
22. No owner shall install more than one of each type of antenna which is within the scope of the FCC Rule.
 23. Antennas, masts and associated equipment shall be installed in compliance with all applicable governmental requirements which are not preempted by the FCC Rule.
 24. No mast shall exceed 12 feet in height except with advance written permission from the Board. The Board may require detailed information about the proposed installation, about the perceived necessity therefor and/or about any other relevant issue related to safety.
 25. No mast shall exceed a height equal to the distance between the point of installation and any neighboring property or public right of way except with advance written permission from the Board. The Board may require detailed information about the proposed installation, about the perceived necessity therefor and/or about any other relevant issue related to safety.
 26. No antenna, mast or associated equipment shall be located in the vicinity of any power line, electric light or other power circuit.
 27. Antennas shall be permanently and effectively grounded.
 28. An objective of the rules in this section is to promote safety. Antennas, masts and associated equipment may pose the risk of causing personal injury and/or property damage. Among other things, such risks may include (but not be limited to) electrocution, fire, collapse and tripping hazards.
 29. No approval by the Board shall be construed to be a representation or warranty of any kind, nor shall it form the basis for finding of liability against the Association. The owner is entirely responsible for all aspects of the design, construction, installation, maintenance or use of any antenna, mast or associated equipment.

Appendix

LALEA AT HAWAII KAI
GUIDELINES FOR YARD AREA IMPROVEMENTS

PLANTING, IRRIGATION, DRAINAGE, ETC.

Detailed guidelines for landscaping the Yard Areas are found in the Article VI, Section 3, Use of Project, of the By-Laws governing Lalea at Hawaii Kai. For your convenience, the following is a brief summary of some of the provisions related to Yard Areas in effect as of this writing (in the event of a conflict between this and any of the Lalea at Hawaii Kai condominium documents, the relevant condominium document shall govern).

1. Homeowners must landscape their Yard Areas within 90-days of closing of their purchase. This is necessary to minimize the potential for excessive soil erosion.
2. Yard Area landscaping plans should be submitted to the Board for written approval *before* any landscaping can take place. The landscaping plan should include location of any proposed paved surfaces or wood decks and a proposed plant list.
3. Each homeowner should use their best efforts to maintain the one or more trees planted by the Developer within the homeowner's Yard Area. These trees should not be removed or relocated without the Board's written approval.
4. Trees and plants should not be planted under building eaves and must be planted so as not to damage or impair any buildings, fences, drainage swales or utility easements. Specific items of concern include the following:
 - a. Large trees should not be placed within the Yard Area.
 - b. Bushes may be planted, and should be no closer than 3-feet from a building and not in a drainage swale or within 5-feet of any utility easement.
 - c. Vine-type plants should remain within the Yard Area and should not be attached to the fence, if any, surrounding the Yard Area.
 - d. Plants susceptible to termite infestation or with invasive or aggressive root systems should not be used.
5. Trees, plants, irrigation lines, spray/bubbler heads, planting headers, plastic sheets or any material that promotes moisture build-up beneath the surface should not be placed within thirty (30) inches (the "Dry Area") of any building. Any spray or bubbler head should be adjusted so as not to throw water onto the exterior of any building or the Dry Area.
6. Irrigation lines may be installed, but should be connected to homeowner's own hose bib located in the Yard Area.
7. A minimum two percent (2%) slope away from all buildings should be maintained at all times to ensure proper drainage and to prevent water from ponding.
8. Yard Area maintenance (including disposal of tree and shrub trimmings and other green waste), and liability for damage to apartments, common elements and limited common elements caused by homeowner's landscaping, are the sole responsibility of the homeowner.
9. Homeowners shall cause imported soil to be treated or disturbed soil to be re-treated with a termite resistant chemical by Pest Managing - Hawaii (or the current pest treatment entity) in a manner in which would maintain the existing termite soil treatment warranty from Pest Managing - Hawaii (or current pest treatment entity).

B. CONCRETE SLAB AND RELATED WORK

Inasmuch as the Association of Apartment Owners of Lalea at Hawaii Kai has yet to be organized, the following are interim guidelines for your use in securing approval for proposed concrete or similar type work:

1. Homeowners who wish to install a concrete slab or similar type work in their Yard Area should incorporate the following into their construction plans.
 - a. Prior to pouring the concrete, the existing topsoil (above the select fill) needs to be removed and disposed of (see item no. 5 below), then filled with 3B fine;
 - b. At least 4" in height between the indoor slab and outdoor slab (exposure of the indoor slab) needs to be maintained to prevent undetected termite tunneling. Pouring of any Futura Stone type topping over the existing slab may exceed this minimum, in which case, you may only install the topping around the existing slab or remove the existing slab completely;
 - c. Slab thickness should be a minimum of four (4) inches and include a wire mesh or fibre mesh equivalent over 4" thick basecourse;
 - d. For your slab connection use a dowel system with #4 rebars. The rebars are to be 8" long with 4" embedded in the existing slab and 4" embedded in the new slab. Dowels to be 24" on center with a minimum of 8" from the slab edge;
 - e. Footing at the end of your slab should be 6" in width and 12" in height from the bottom of the footing to the top of the slab;
 - f. The opening in the concrete for the courtyard tree needs to be a minimum of approximately 9 sq. ft.
2. Homeowner is responsible for meeting all applicable construction codes and requirements, and for obtaining any building permits as may be required by the City and County of Honolulu;
3. Homeowner shall cause the soil under the slab to be treated with a termite resistant chemical by Pest Managing - Hawaii (or the current pest treatment entity) in a manner in which would maintain the existing termite soil treatment warranty from Pest Managing - Hawaii (or the current pest treatment entity);
4. Homeowner is to ensure that proper drainage of the new slab is accomplished (the drainage gap under the fence shall not be blocked by the new concrete work, nor shall runoff be allowed to be directed towards the adjacent yard area);
5. Proper disposal of excess soil is the sole responsibility of the homeowner. Excess soil resulting from the installation cannot be scattered outside your existing, fenced yard area because this area is a common element of the project and contains important drainage patterns/swales which must not be blocked or impeded in any manner;
6. Homeowner assumes all liability for damages or injury to persons or property, real and personal, during or as a result of the installation of the slab and shall indemnify and defend the developer from any claims, by whoever asserted, relating to such damage or injury;

C. GENERAL

Homeowner understands that the developers/builders one-year warranty does not cover damages resulting from homeowners' alterations or additions.

GENERAL GUIDELINES FOR INSTALLATION OF LAUNDRY TRAY

The following are the guidelines, set forth by the Association, as well as the City and County of Honolulu Building Department, for the installation of laundry trays.

The guidelines described herein, shall apply to all unit types within the Lalea at Hawaii Kai Project. The standard location of the laundry tray shall be adjacent to the water heater in the garage of the unit, except for the "A" one bedroom unit types, which shall be located in the closet adjacent to the existing washer box. These locations may vary slightly between unit types.

REQUIRED APPROVALS NEEDED PRIOR TO INSTALLATION

- 1.) Owners interested in the installation of a laundry tray shall be required by law to comply with the following City Building Department Requirement:

Section 102.2.7 Modifications.

"Modifications: where there are practical difficulties involved in carrying out the provisions of this code, the administrative authority shall have the right to vary or modify such provisions upon application by the owner or owner's representative, provided that the spirit and intent of the law is observed and that the public health safety and welfare is assured. The details of action granting modifications shall be recorded and entered in the files of the building department.

- 2.) The above mentioned variance is required because of the size of the piping. Normally this type of installation would require the use of 1/2" diameter piping to facilitate the proper flow rate to the fixture. Your unit is equipped with only 3/8" diameter piping, which will reduce the flow rate to the fixture significantly when both the washer and the laundry tray are being used simultaneously.
- 3.) Owner will be required to notify and receive written approval from the Association Board 30 days prior to the installation of said laundry tray.



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LAUNDRY TRAY INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: Tim Newberry
DATE: July 17, 1987

PROJECT No.: 94021
SHEET 1 OF 10



LALEA
at Hawaii Kai

Circle & Cross Mark

GENERAL GUIDELINES FOR INSTALLATION OF LAUNDRY TRAY

INSTALLATION REQUIREMENTS

The owner is required to enlist the services of a licensed plumbing contractor, who is familiar with the Manabloc plumbing system, to complete this work.

- 1.) Owners interested in the installation of a laundry tray shall first find the location of the washer box, generally in the garage of the unit. (See attached partial floor plan & piping diagrams)
- 2.) At the appropriate location, cut the hot and cold water lines to the washer box and install a barb tee. From the branch of the tee, 3/8 inch diameter P.B. piping would then run over to the laundry tray faucet location, one line for the Hot water and one for the Cold.
- 3.) Plumbing should include connection of the laundry tray drain to the sanitary waste line.

MATERIAL LIST AS FOLLOWS:

- 2 ea. 3/8"x3/8"x3/8" Barb Tee
- 8 ea. Crimp rings
- 2 ea. Faucet x 3/8" Barb Connectors
- 2 ea. 3/8" Wall Escutcheons
- 2 ea. CLES23 Turnout Brackets
- 3/8" P.B. Piping (as req'd.)

- 4.) Owner is responsible for the finishing of the wall, 5/8" type "x" gyp.bd. shall be used to ensure the 1-hr. fire separation rating required by the building code between unlike occupancies. If structural members are encountered, they are not to be altered in any way

HOMEOWNER'S ACKNOWLEDGMENT AND CONCURRENCE

1. Any damage due to leaks attributable to laundry tray addition are said homeowner's responsibility and not the developer's, contractors' or the homeowners' association.



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LAUNDRY TRAY INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

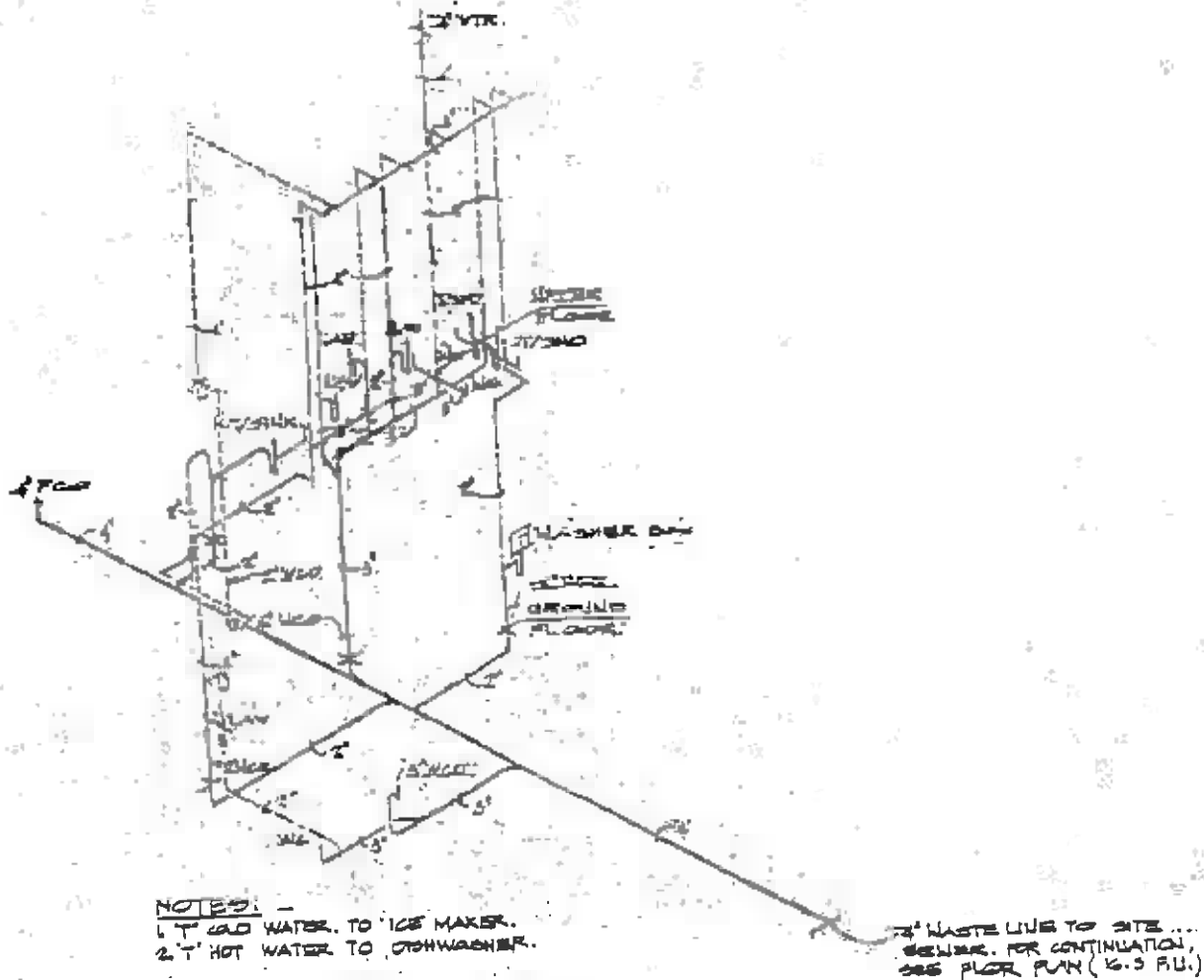
DRAWN BY: Tim Newberry
DATE: July 17, 1997

PROJECT No.: 94021
SHEET 2 OF 10



LAI
at Hawaii Kai

Carrie & Co.



SANITARY PIPING DIAGRAM
TYPICAL UNIT TYPE "ER"
 (UNIT TYPE "ER" SHOWN, UNIT TYPE "E" SIMILAR)



IN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS

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**LAUNDRY TRAY INSTALLATION GUIDELINES
 FOR
 LALEA AT HAWAII KAI**

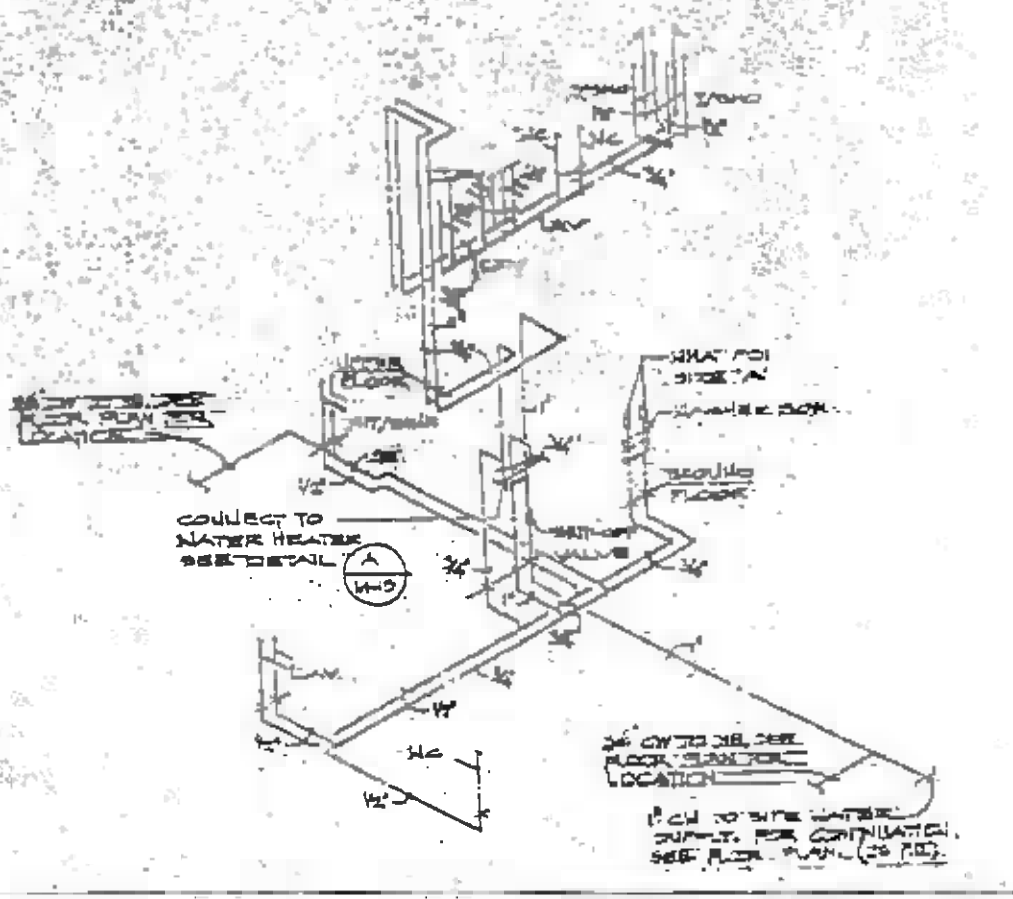
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 DATE: July 17, 1997

PROJECT No.: 94021
 SHEET 3 OF 10



LĀLEA
 at Hawaii Kai

Cookin' & Cookin' Homes Hawai'i



WATER PIPING DIAGRAM
TYPICAL UNIT TYPE "ER"
 (UNIT TYPE "ER" SHOWN, UNIT TYPE "E" SIMILAR)

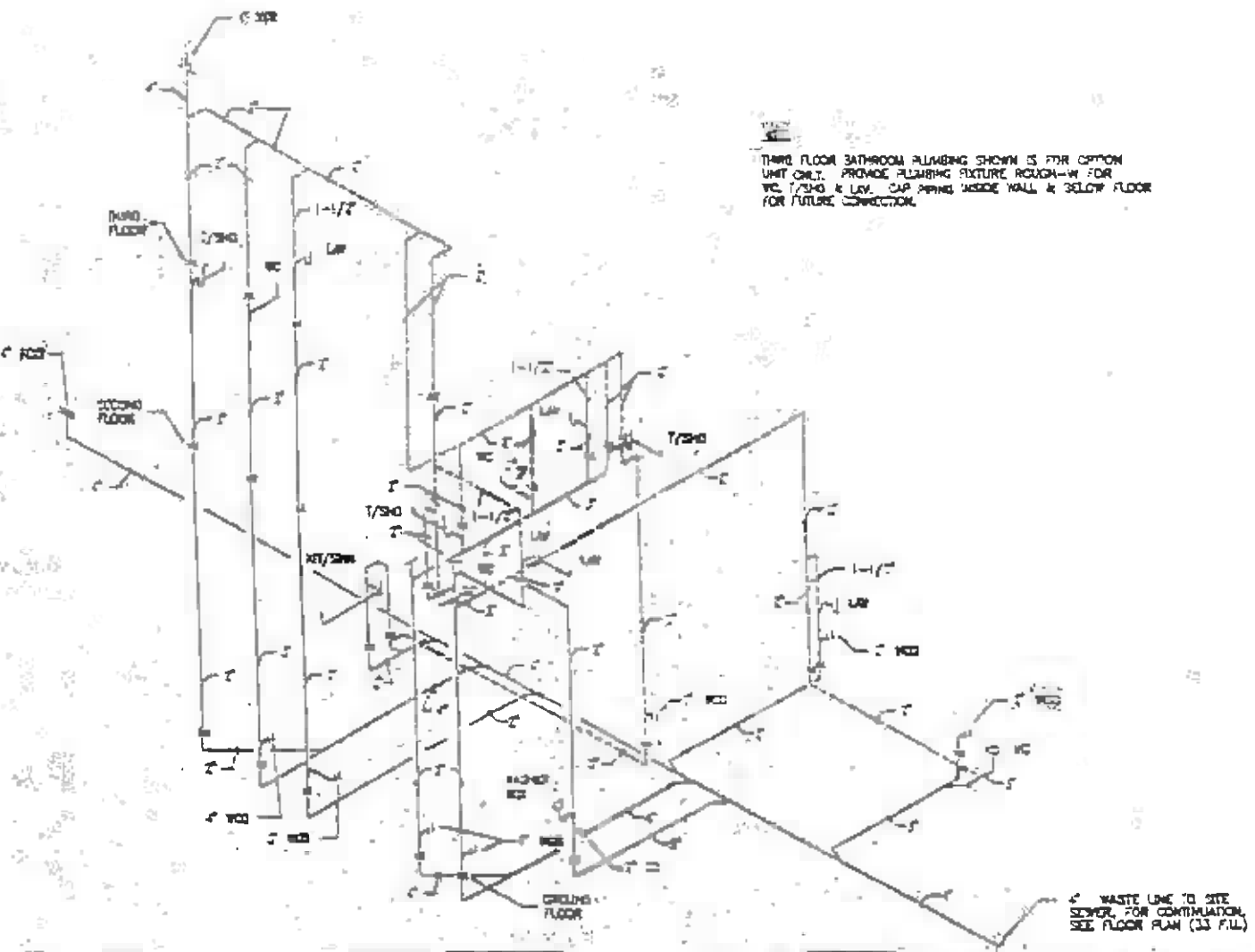
D
 SIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 30 Makaioa Street, Suite 1100
 Honolulu, Hawaii 96814
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**LAUNDRY TRAY INSTALLATION GUIDELINES
 FOR
 LALEA AT HAWAII KAI**

DRAWN BY: Tim Newberry
 DATE: July 17, 1997

PROJECT No.: 94021
 SHEET 4 OF 10





**SANITARY PIPING DIAGRAM
TYPICAL UNIT TYPE "F"**

(UNIT TYPE "F" SHOWN, UNIT TYPE "FR" SIMILAR)

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ARCHITECTS & INTERIOR DESIGNERS

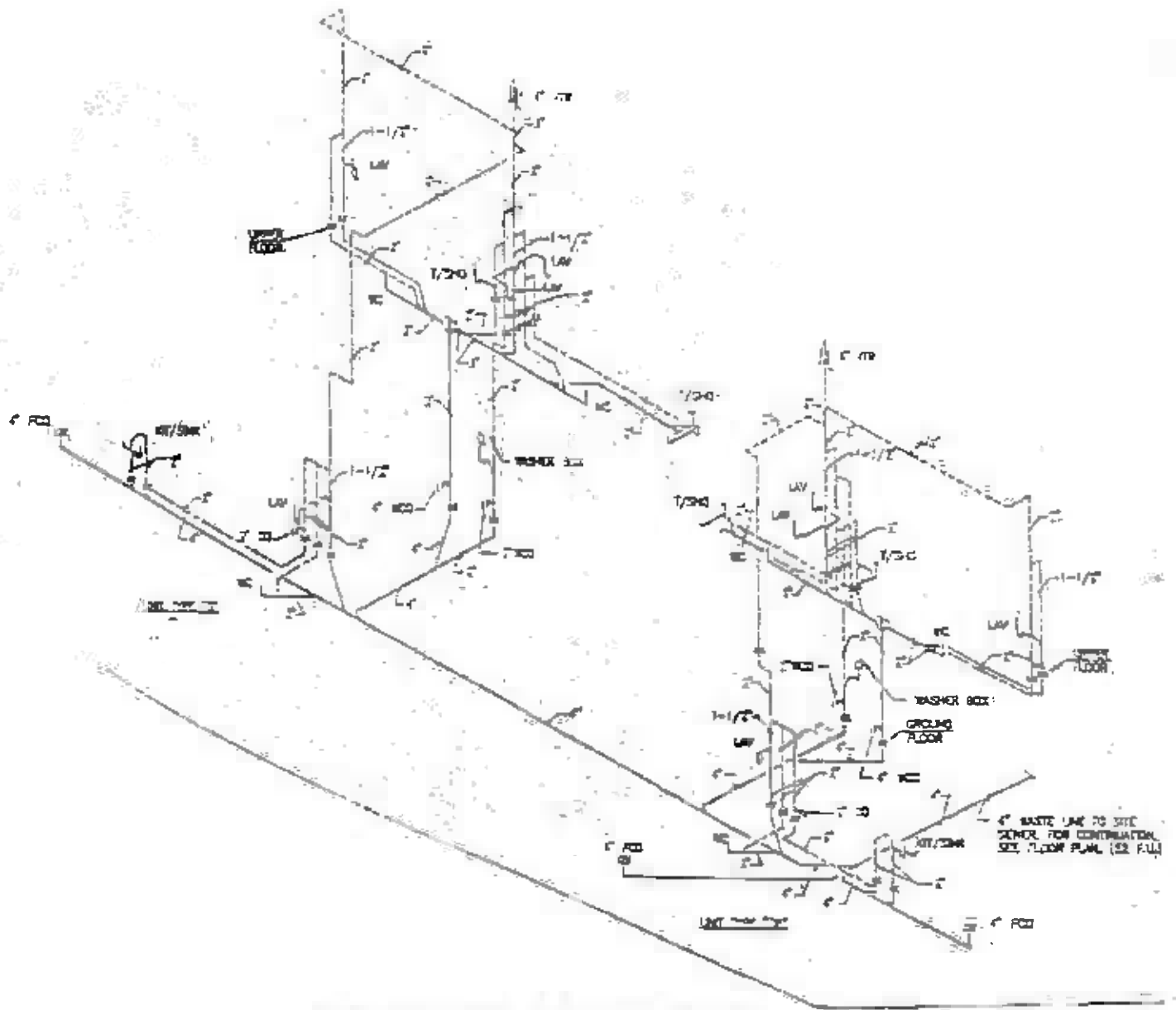
0 Makaloa Street, Suite 1100
Honolulu, Hawaii 96814
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**LAUNDRY TRAY INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI**

DRAWN BY: Tim Newberry
DATE: July 17, 1997

PROJECT No.: 94021
SHEET 5 OF 10





SANITARY PIPING DIAGRAM

(UNIT TYPE "D" & "DR" SHOWN)



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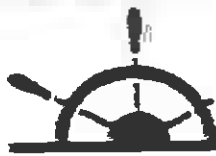
**LAUNDRY TRAY INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI**

DRAWN BY: Tim Newberry

DATE: July 17, 1997

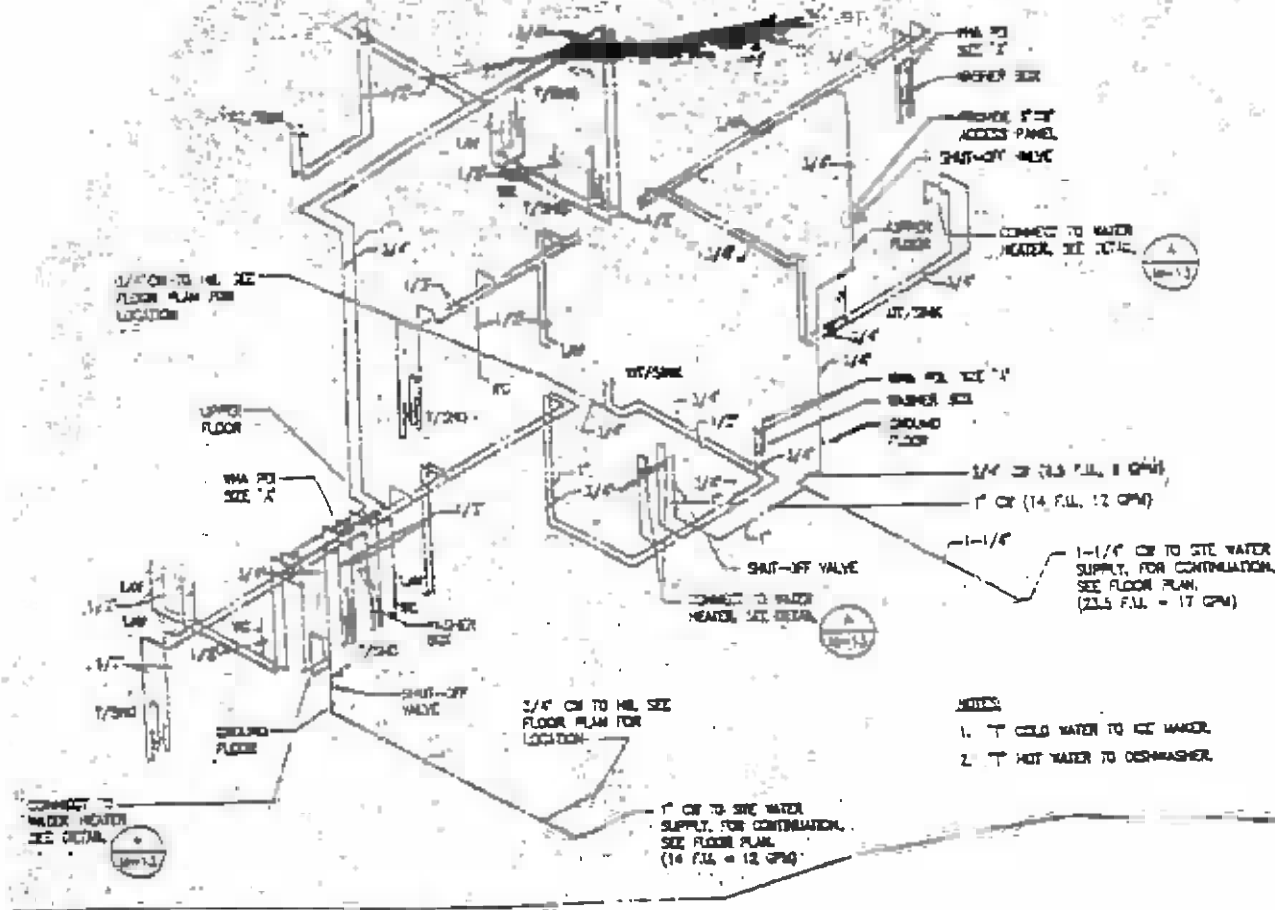
PROJECT No.: 94C21

SHEET 7 OF 10



LALEA
at Hawaii Kai

Coyle & Coyle Homes H



WATER PIPING DIAGRAM
TYPICAL UNIT TYPES "BR", "CR" AND "AR"
 (UNIT TYPE "BR", "CR" & "AR" SHOWN, UNIT "B", "C" & "A" SIMILAR)



QM PARTNERS INCORPORATED
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LAUNDRY TRAY INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

CRAWN BY: Tim Newberry
 DATE: July 17, 1997

PROJECT No.: 9402J
 SHEET 10 OF 10



LALEA
 at Hawaii Kai

Castle & Cooke Homes Inc.

GENERAL NOTES FOR INSTALLATION OF AIR CONDITIONING

1. Refer to " Unit Type Plans " enclosed herein for locations of A.C.'s in each unit type.
2. Recommended air conditioning unit is the Panasonic Quasar Model No's. as follows:
- a.) HQ2082KH (7,800 BTU) (small bedrooms)
 - b.) HQ2101KH (10,000 BTU) (master bedrooms)
 - c.) HQ2121KH (12,000 BTU) (living/dinning rms.)

A.C. unit blockouts have been provided within the exterior wall framing for your convenience. The size of the blockout is 16 3/4" H x 27 3/4" W.

- 3.) Follow installation instructions provided by the manufacturer, and plans and section details enclosed herein for the A.C. enclosure. Use of this enclosure design is mandatory. The A.C. enclosure shall be painted to match existing building paint scheme, for body colors.
- 4.) Other acceptable manufacturers are General Electric and Friedrich.
- 5.) Provide 5/8" PVC condensate piping, as shown on enclosed elevation drawings, to direct water away from siding. Pipe routing shall follow tightly along trim lines, where possible, and shall be painted to match adjacent body or trim colors. Condensate lines from upper floor A/C units may terminate at wall / roof intersections, unless otherwise shown on elevations. All piping terminating at the ground level shall terminate 1" below finished siding and extend 12" out from the building.
- 6.) Disclosure Agreement: The Owner of the "B" type units, should it become necessary & upon request from the "C" unit Owner, shall provide access to the "B" unit yard, for initial installation, and required general maintenance purposes, of an air conditioning condensate drip piping. This condensate drip piping will be affixed to the exterior wall of the "B" unit. This line must be attached to the bottom rail of the adjacent fence and run-cut to the end of the fence, into common area, before discharging into the yard of the "B" unit. The "C" unit Owner shall be responsible for any and all repairs due to condensate water runoff or installation of said piping and or air conditioning units.

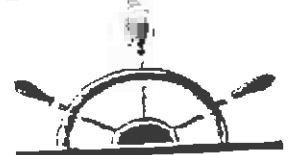


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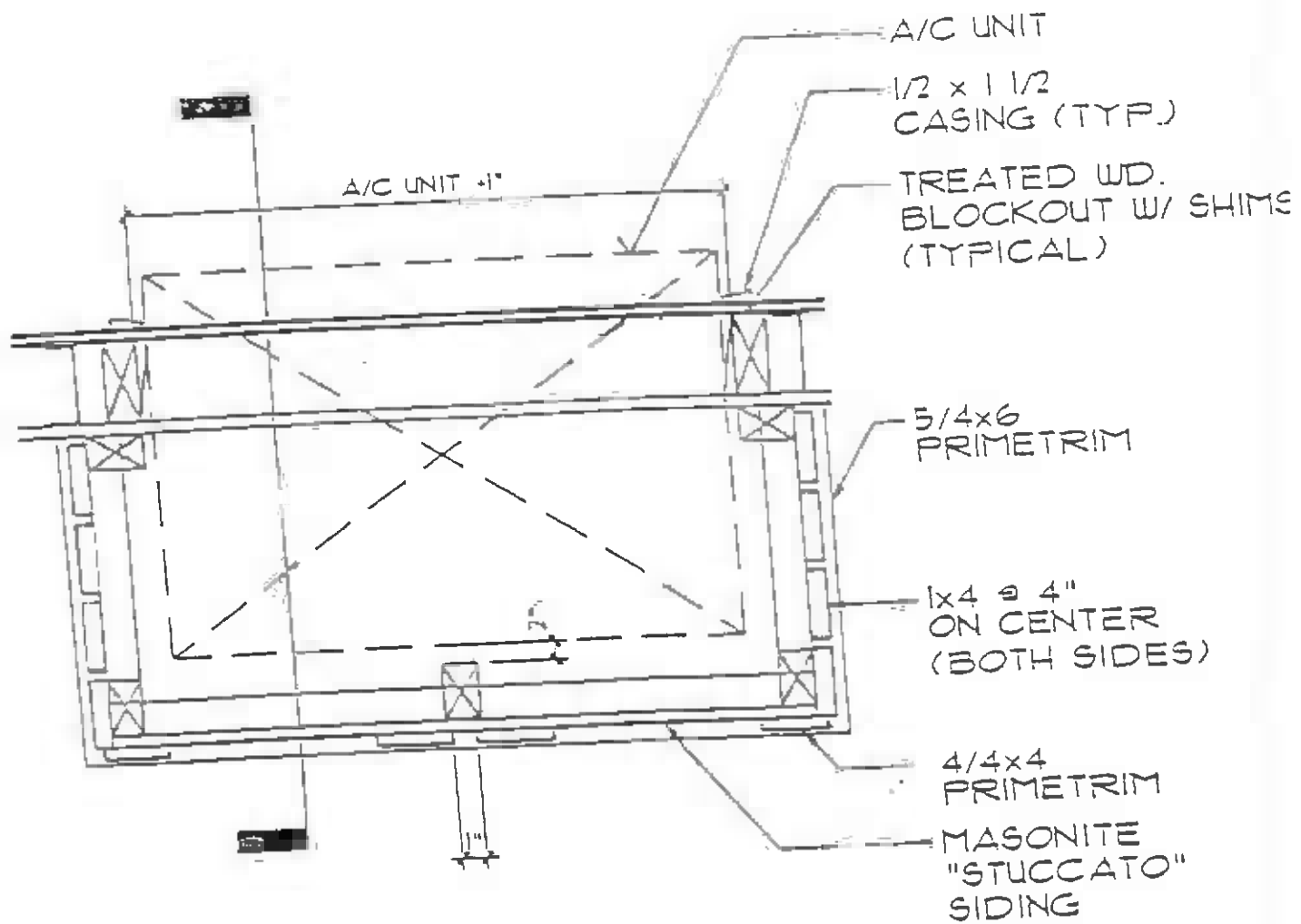
AIR CONDITIONING INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

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DRAWN BY: TSN PROJECT No. 94021
DATE: Aug. 29, 1996 SHEET 1 OF 23



LĀLEA
at Hawaii Kai



A/C ENCLOSURE PLAN



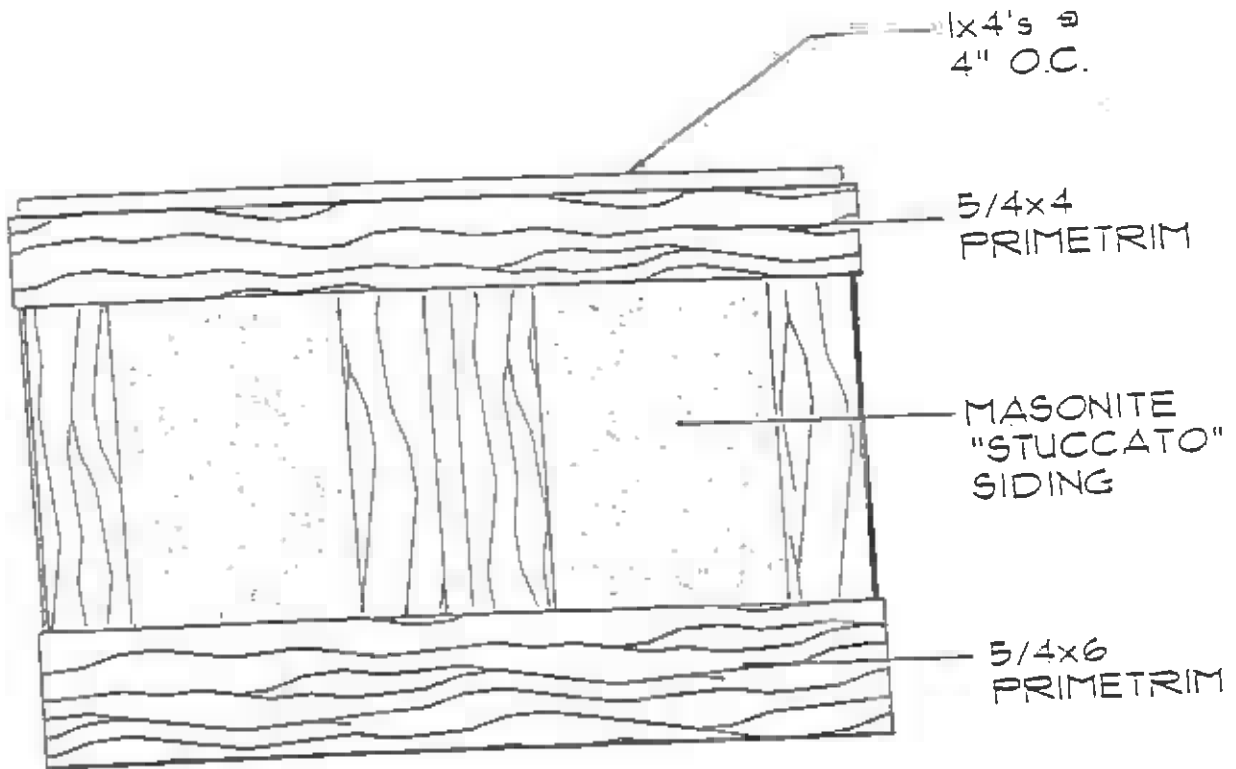
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AIR CONDITIONING INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 2 OF 23



LALEA
 at Hawaii Kai



A/C ENCLOSURE FRONT ELEV.



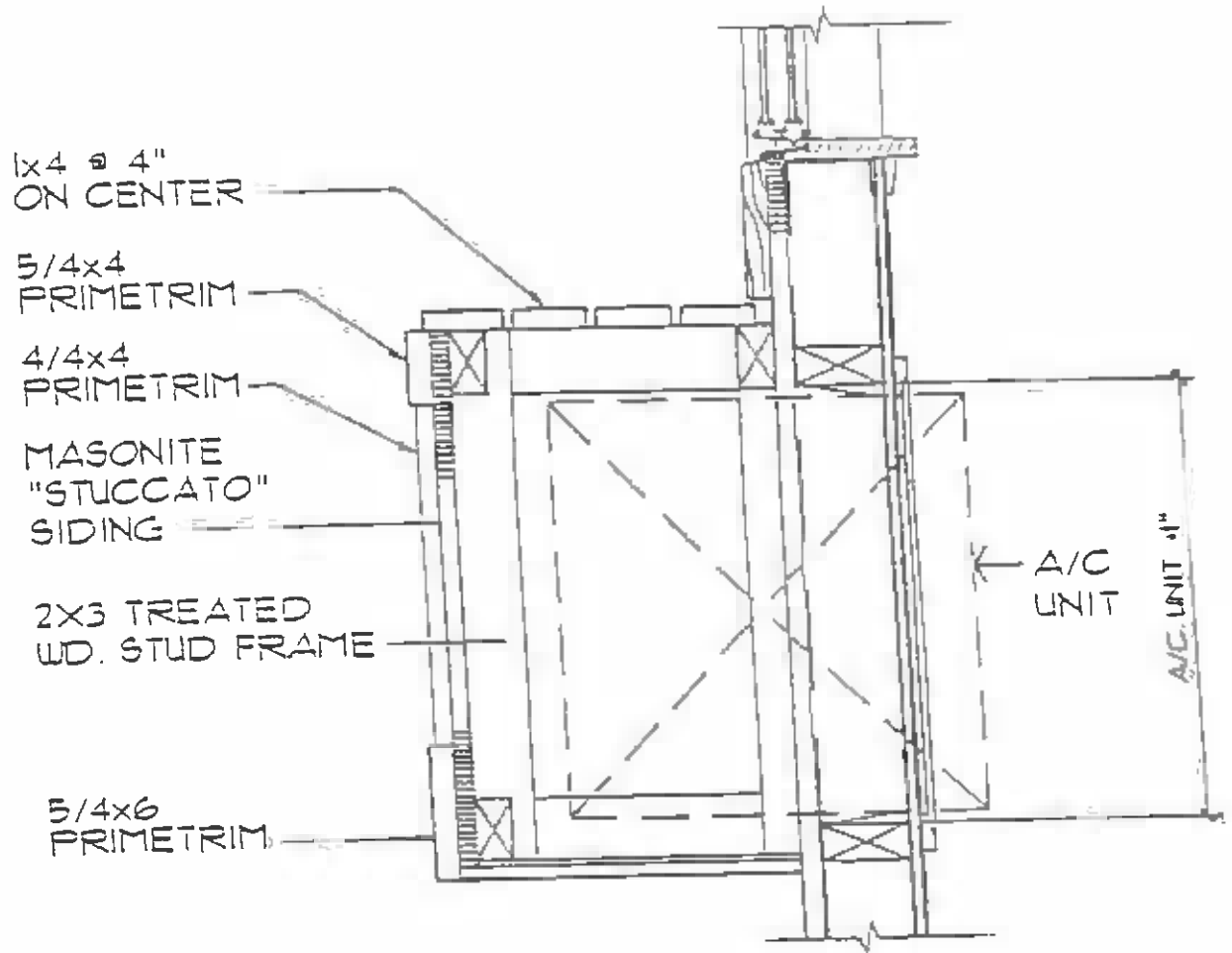
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AIR CONDITIONING INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

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DATE: AUGUST 15, 1996 SHEET 3 OF 23



LĀLEĀ
at Hawaii Kai



SECTION

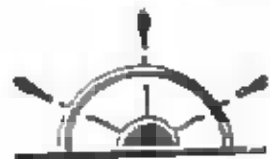
A/C ENCLOSURE DETAIL



DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 MAKALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 249-0044
 FAX (808) 246-9663

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 4 OF 23



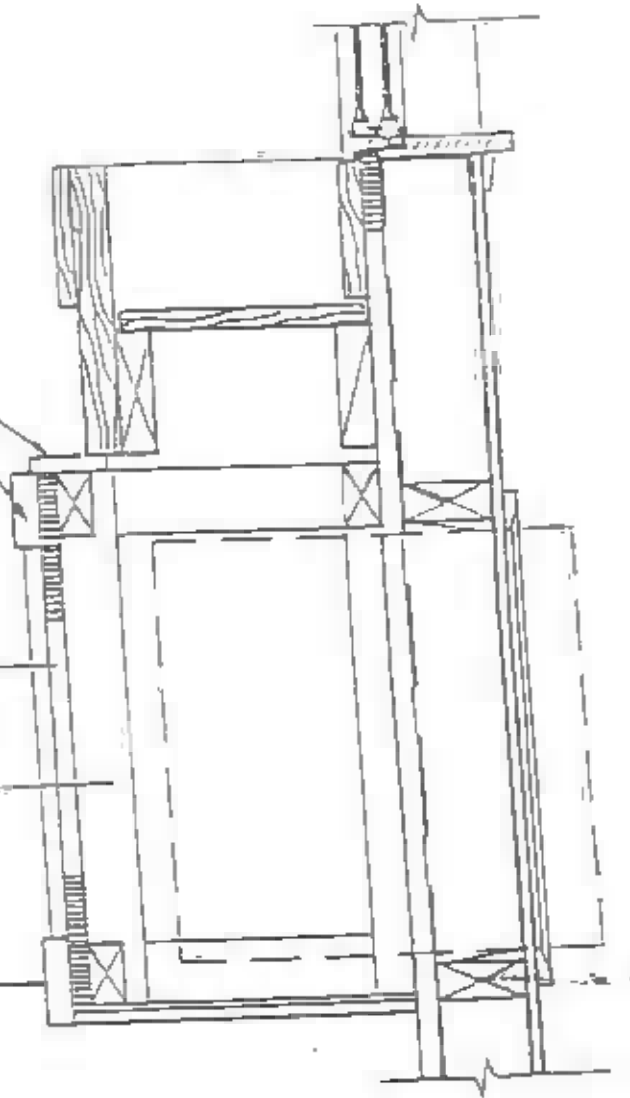
LĀLEA
 at Hawaii Kai

3/4x4
PRIMETRIM

MASONITE
"STUCCATO"
SIDING

2X3 TREATED
WD. STUD FRAME

5/4x6
PRIMETRIM



SECTION

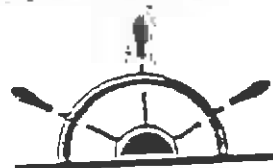
A/C ENCLOSURE DETAIL @ POTSHelf



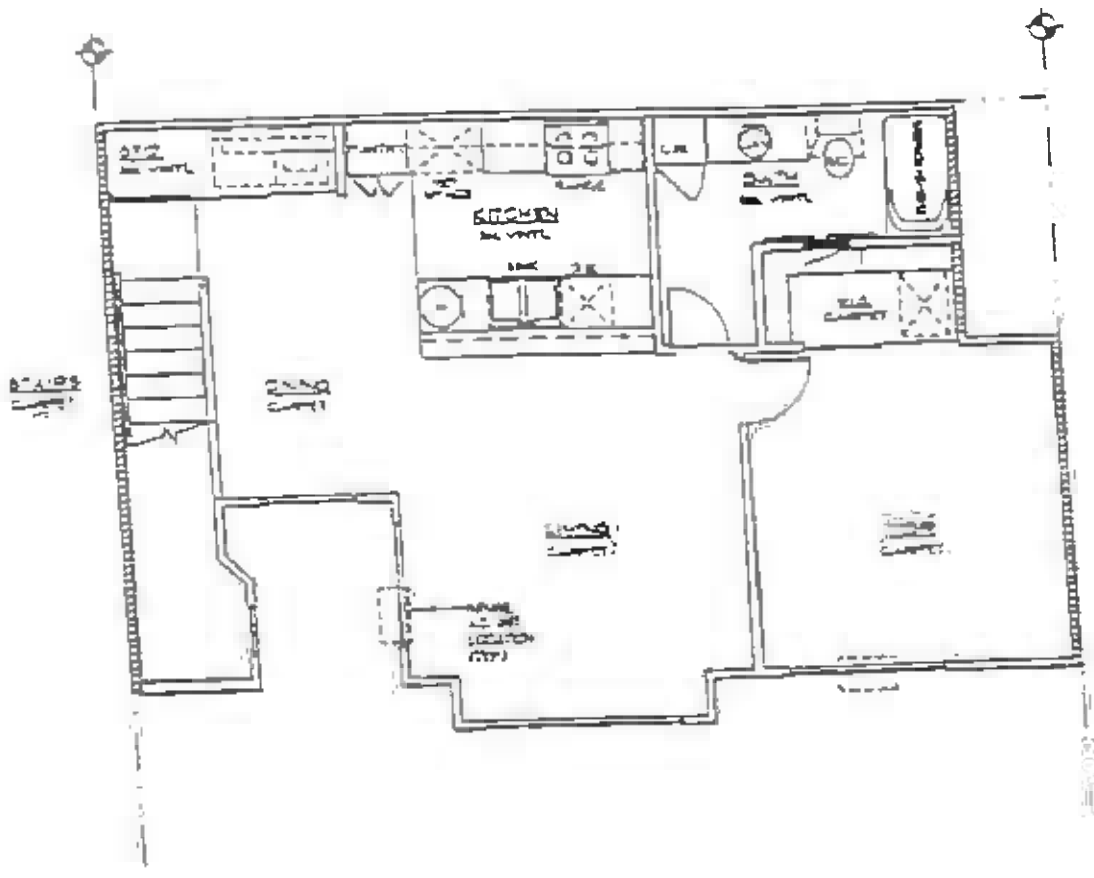
DESIGN PARTNERS INCORPORATED
ARCHITECTS & INTERIOR DESIGNERS
1380 WAKALOA STREET
SLATE 1100
HONOLULU, HI 96814
PHONE (808) 949-0044
FAX (808) 946-9663

AIR CONDITIONING INSTALLATION
GUIDELINES FOR LALEA AT HAWAII
KAI

DRAWN BY: TSN PROJECT No. 94021
DATE: AUGUST 16, 1996 SHEET 5 OF 23



LĀLEA
at Hawaii Kai



UNIT "A" - UPPER FLOOR PLAN
 SCALE: 1/4" = 1'-0"



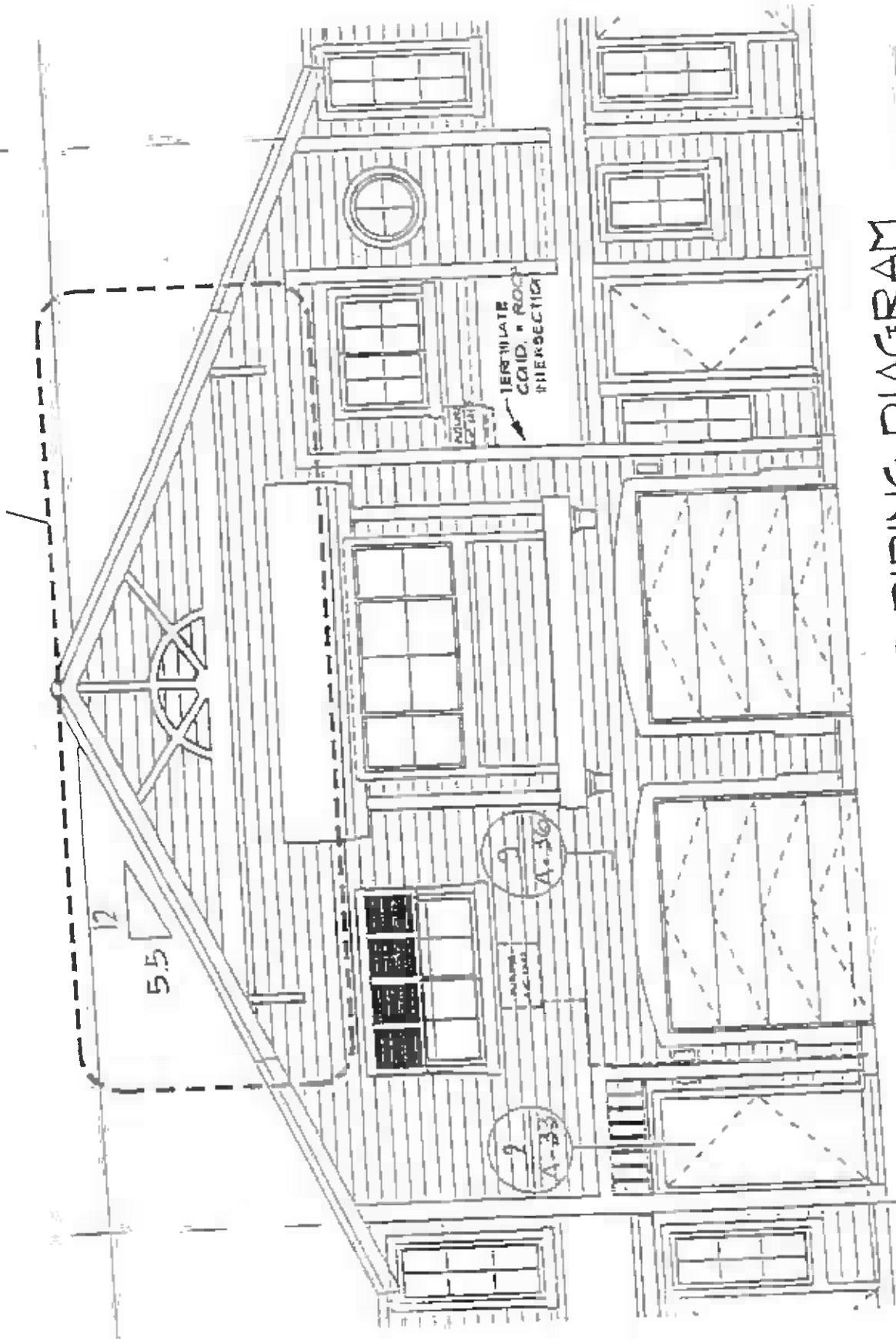
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 ARCHITECTS & INTERIOR DESIGNERS
 1580 MAHALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 949-0044
 FAX (808) 946-9667

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1995 SHEET 6 OF 23



LĀLEA
 at Hawaii Kai



ELEVATION UNIT "A" - A/C PIPING DIAGRAM

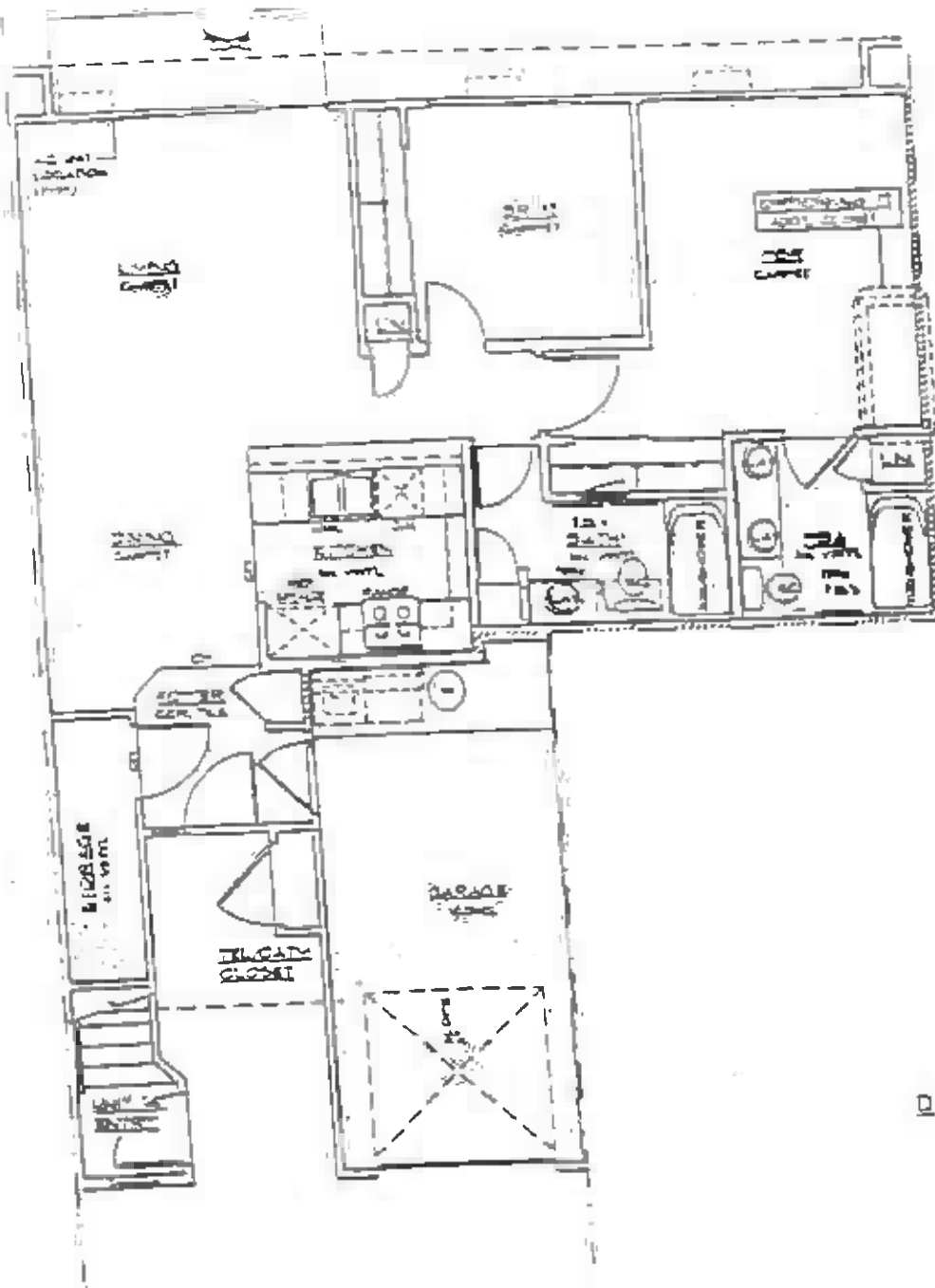
SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
 FOR
 LALEA AT HAWAII KAI



PROJECT NO.: 94021

PAGE 7 OF 23



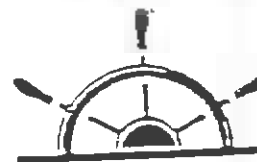
UNIT "B" - GROUND FLOOR PLAN - ADAPTABLE UNIT
 SCALE: 1/4" = 1'-0"



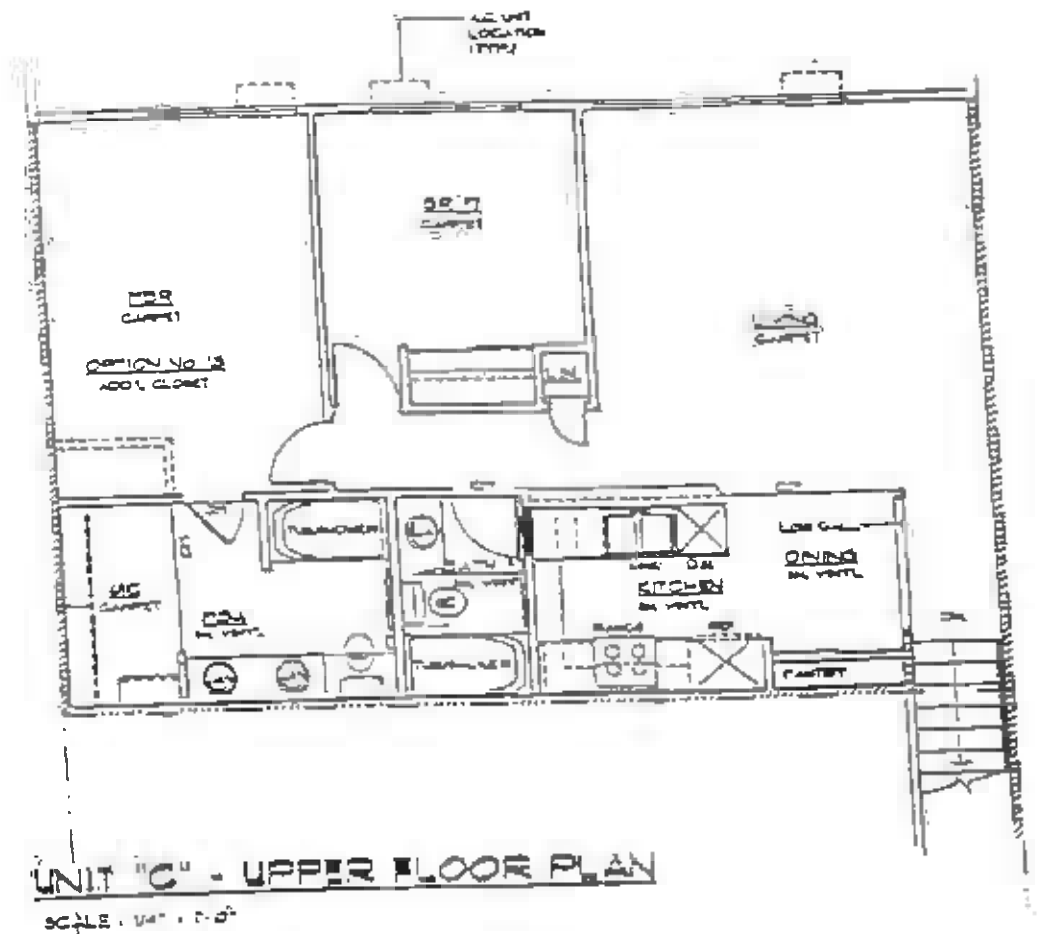
DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 MAKALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 949-0044
 FAX (808) 946-9643

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1998 SHEET 8 OF 23



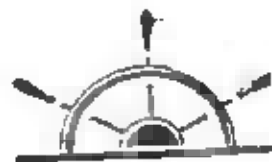
LĀLEA
 at Hawaii Kai



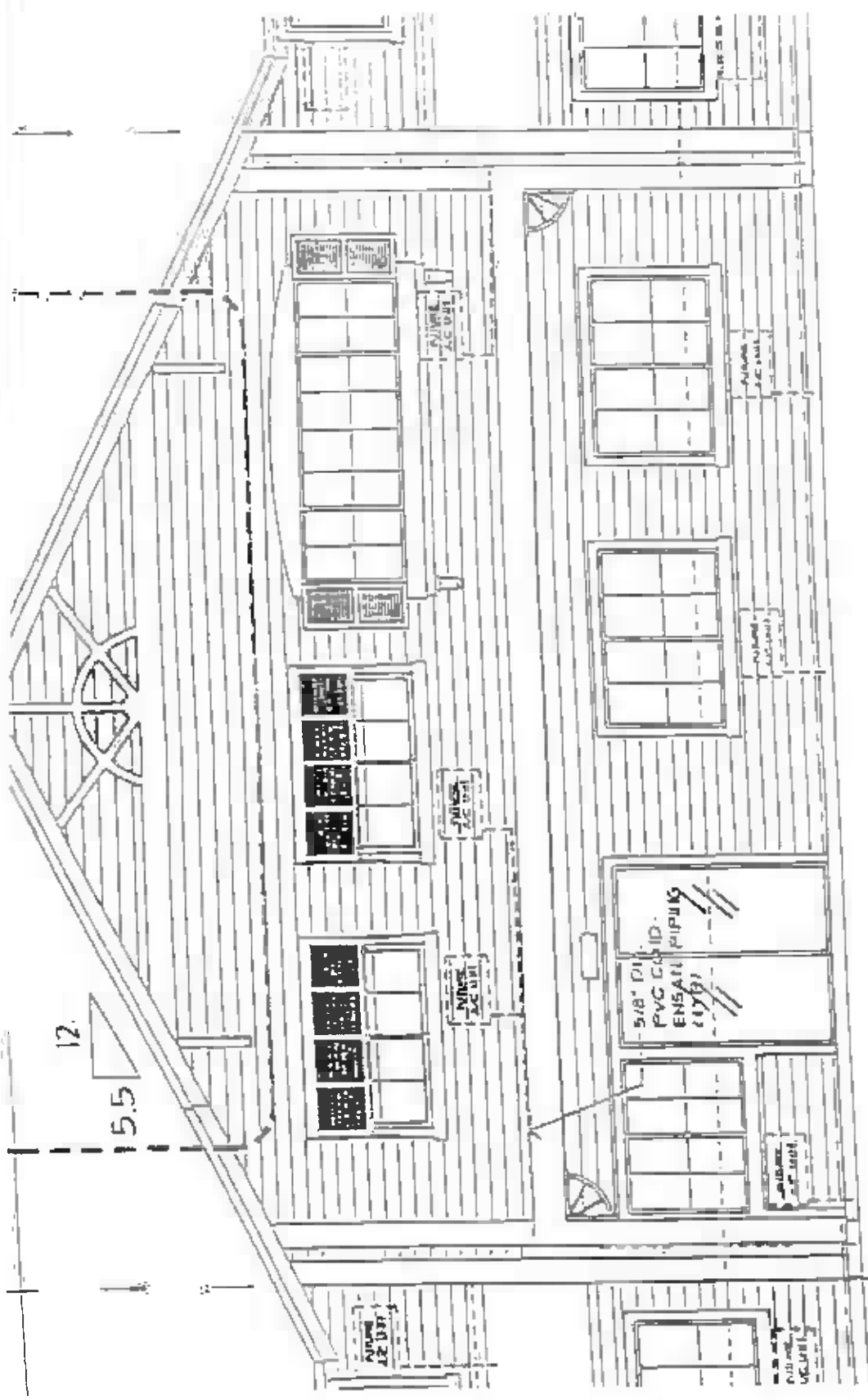
DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 WAKALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 949-0044
 FAX (808) 946-9553

AIR CONDITIONING INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 9 OF 23



LĀLEA
 at Hawaii Kai



ELEVATION UNITS "B" & "C" - A/C PIPING DIAGRAM

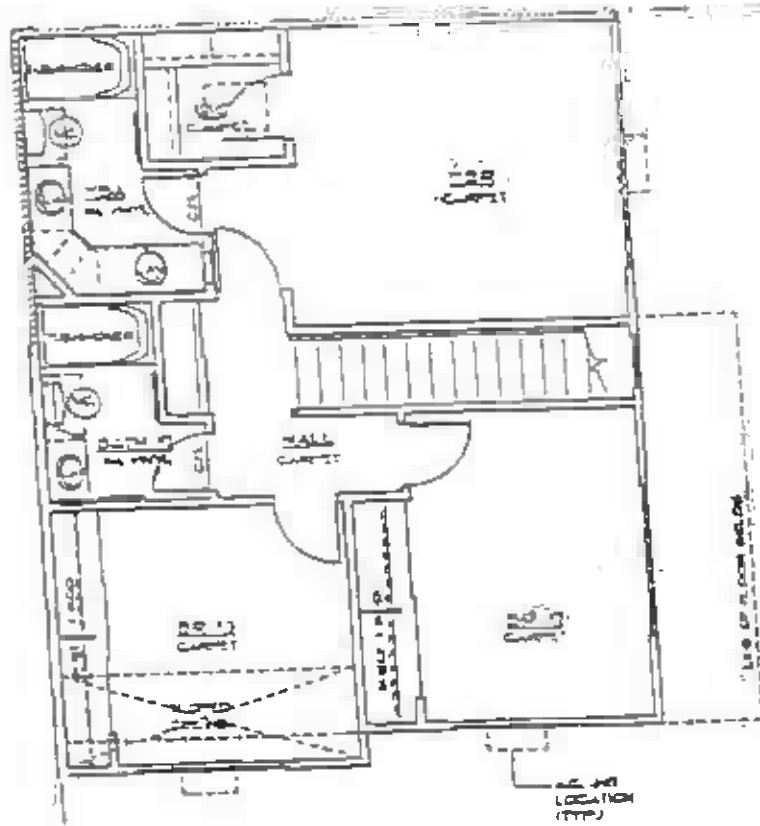
SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

PROJECT No.: 94021
SHEET 10 OF 23

DRAWN BY: TSN
DATE: AUGUST 15, 1990

PLANNING AND CONSTRUCTION
SECTION WITH ANCHOR BOLTS
114400 Steel Stud 1100
114400 Steel Stud 1100
114400 Steel Stud 1100
114400 Steel Stud 1100



UNIT "D" - UPPER FLOOR PLAN

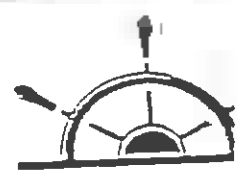
SCALE: 1/4" = 1'-0"



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 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 948-0044
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**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 12 OF 23



LĀLEĀ
 AT HAWAII KAI



ELEVATION UNIT "D" - A/C PIPING DIAGRAM

SCALE: 1/4" = 1'-0"

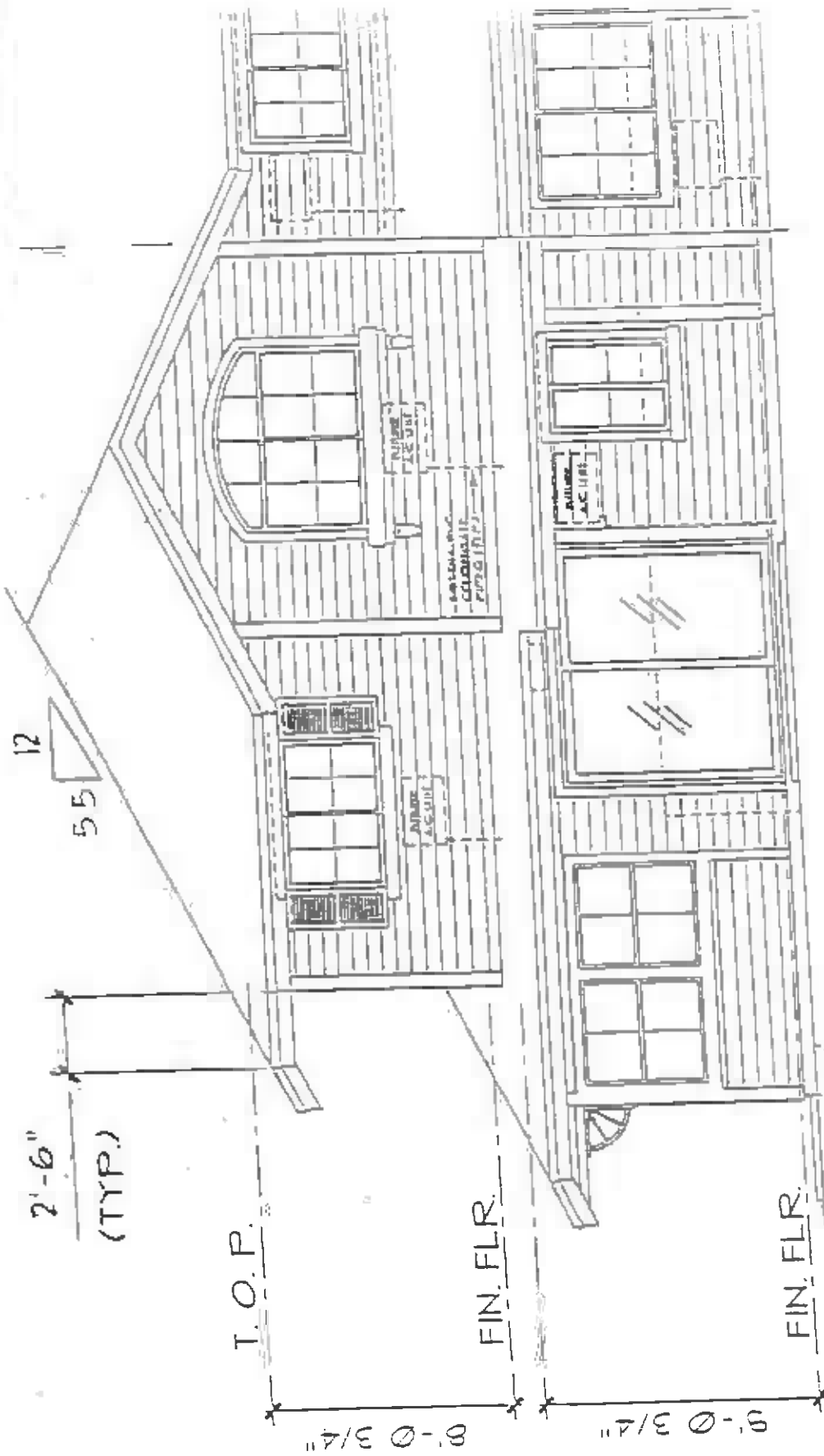
AIR CONDITIONING INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

PROJECT NO.: 94021
SHEET 13 OF 23

DRAWN BY: TSH

DATE: AUGUST 15, 1998

ARCHITECT: JAMES H. HARRIS & ASSOCIATES
1100 KALANANAKUHIWA DRIVE, SUITE 1100
HONOLULU, HAWAII 96813
PHONE: (808) 941-1100
FAX: (808) 941-1101



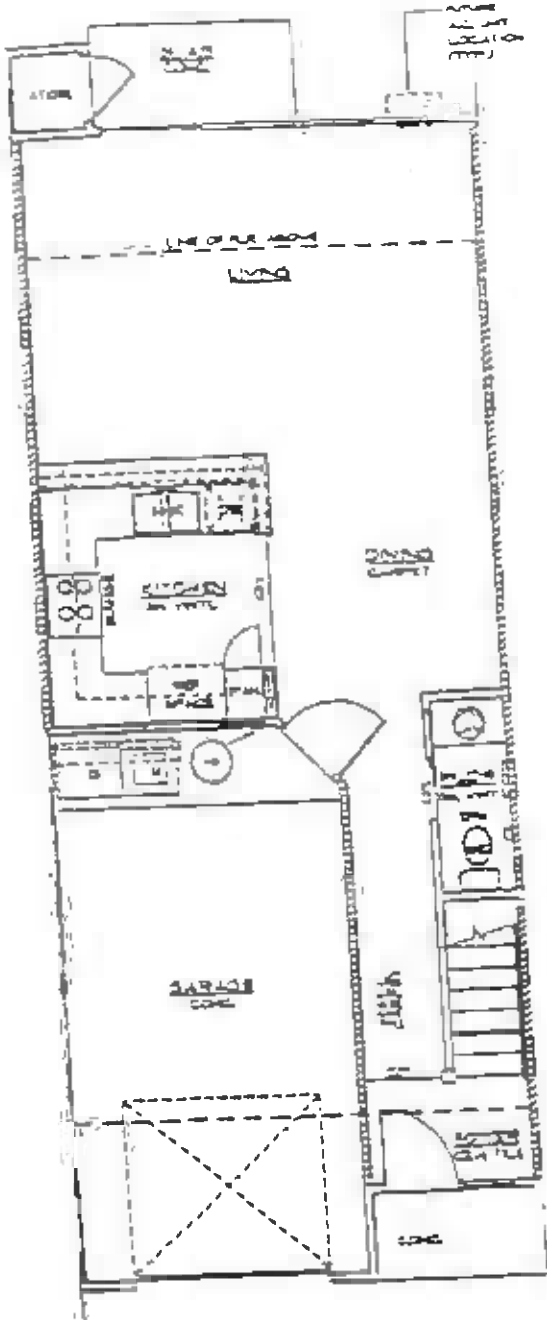
ELEVATION UNIT "D" - A/C PIPING DIAGRAM
 SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
 FOR
 LALEA AT HAWAII KAI

PROJECT No: 94021
 SHEET 14 OF 23

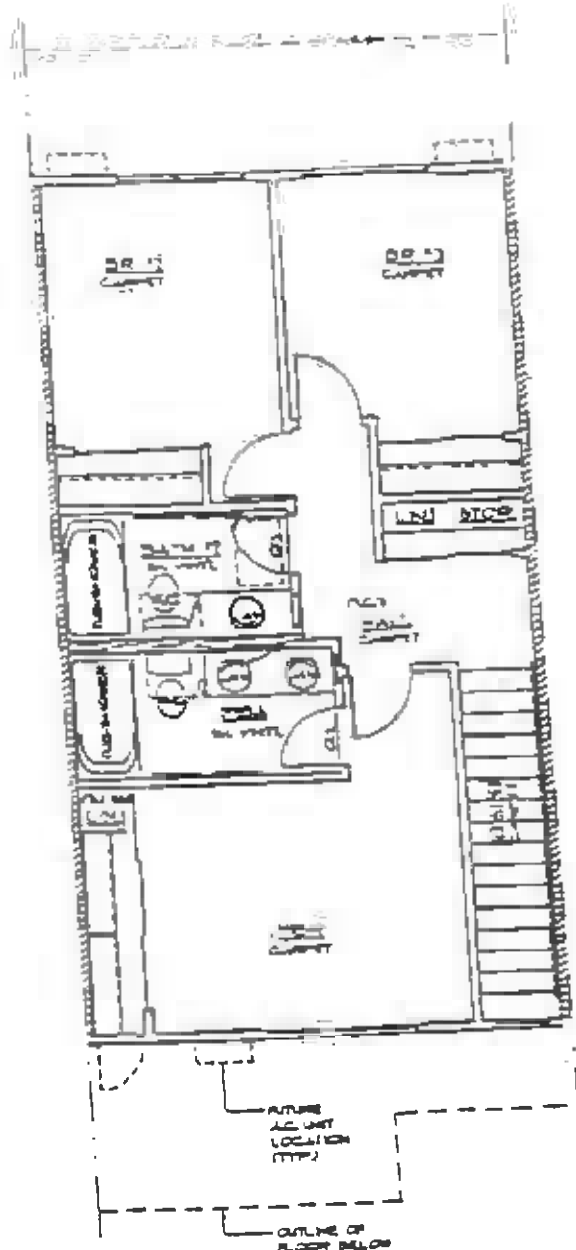
DRAWN BY: TSH
 DATE: AUGUST 15, 1998

HAWAIIAN REFRIGERATION
 ELECTRIC MECHANICAL DESIGNERS
 1445 Kalia Street Suite 1100
 Kalaheo, HI 96901
 (808) 848-0033
 (808) 848-3443



UNIT "E" - GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNIT "E" - UPPER FLOOR PLAN

SCALE: 1/4" = 1'-0"

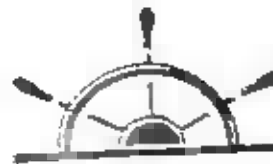


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 1580 MAKALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 949-0044
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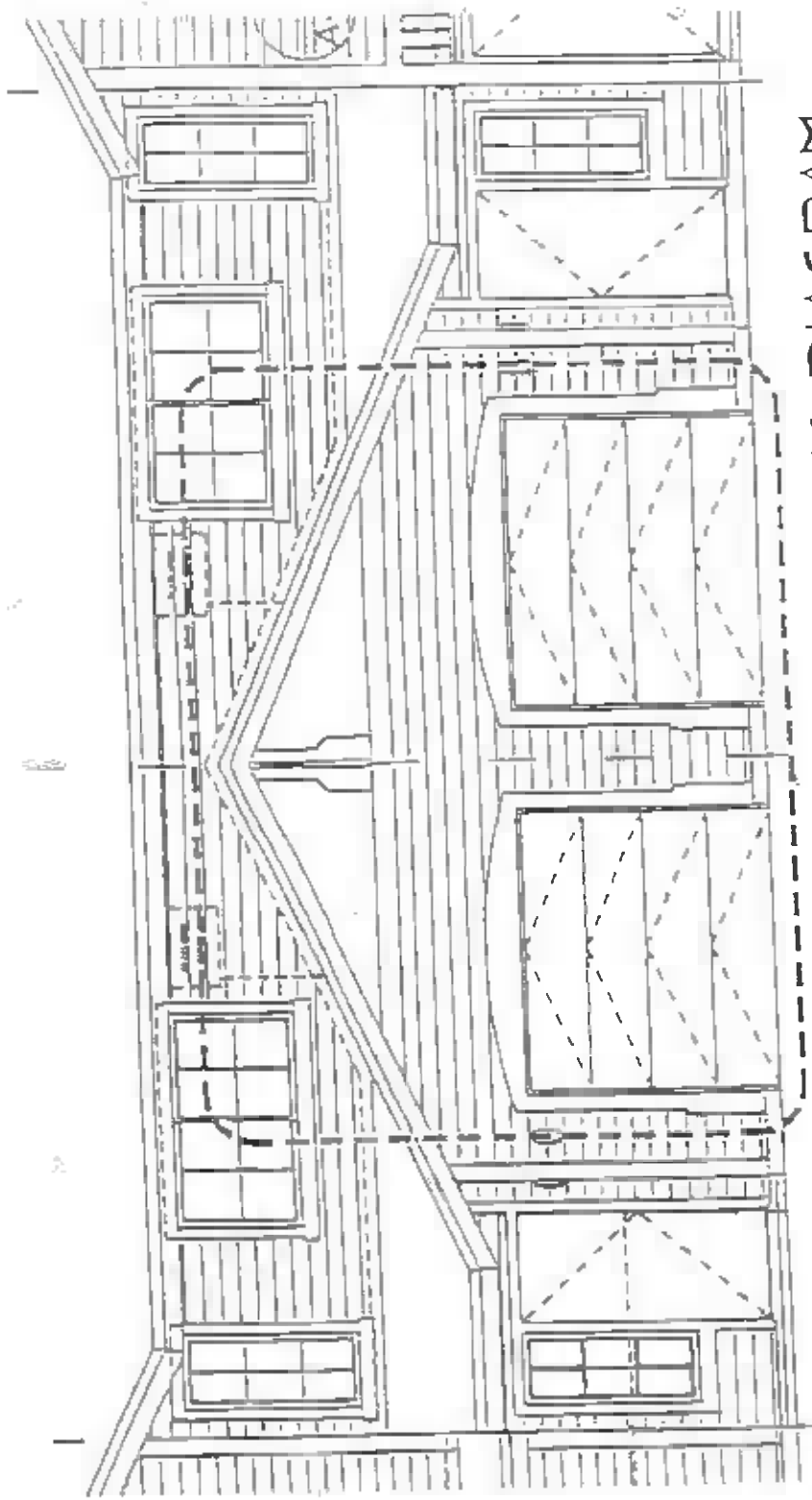
AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI

DRAWN BY: TSN
 DATE: AUGUST 15, 1998

PROJECT No. 94021
 SHEET 15 OF 23



LĀLEA
 at Hawaii Kai



ELEVATION UNIT "E" - A/C PIPING DIAGRAM

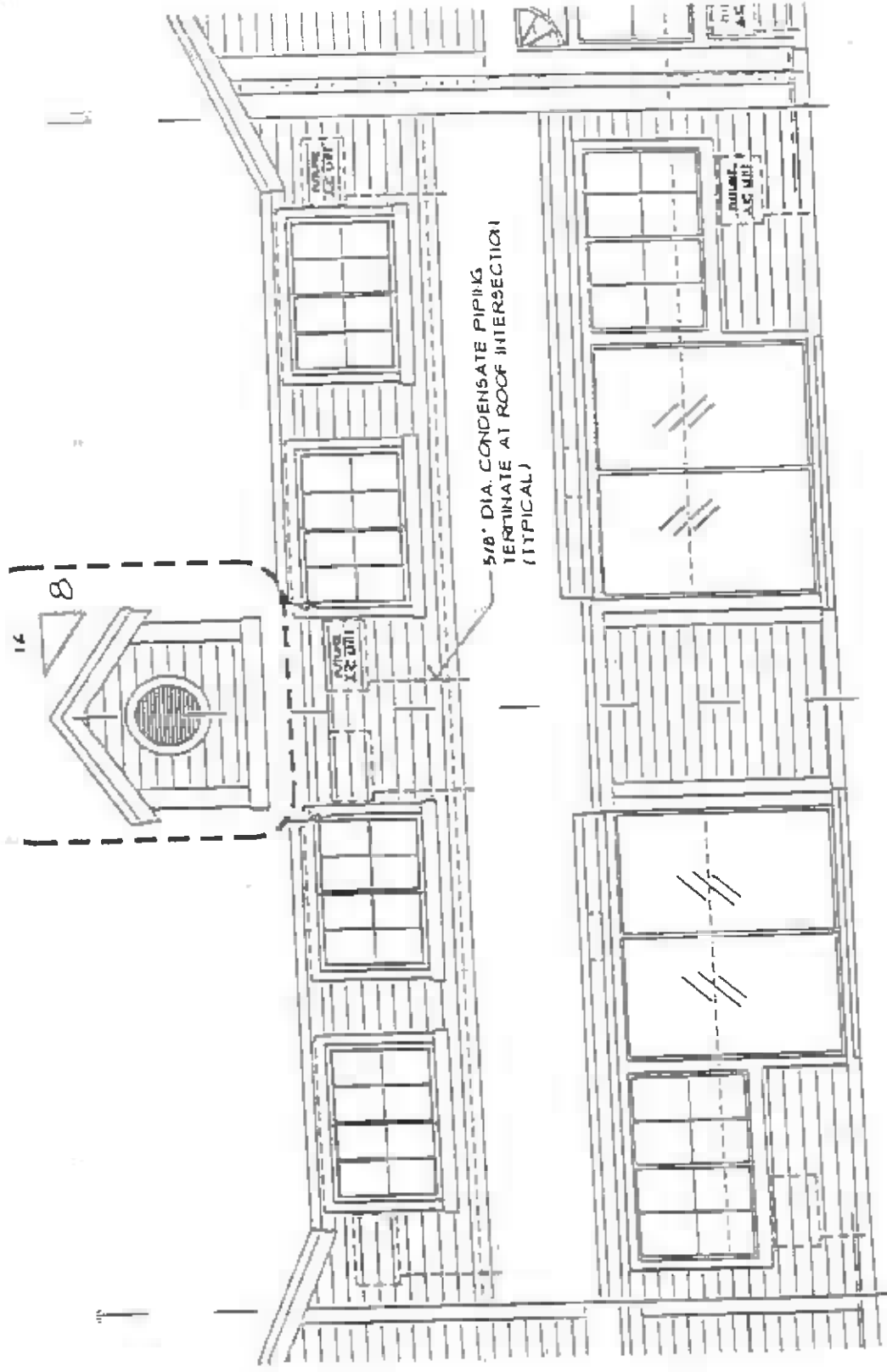
SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

PROJECT No: 94021
SHEET 16 OF 23

DRAWN BY: TSN
DATE: AUGUST 15, 1998

PAINTER & COMPANY
1010 1/2 ST. BIRMINGHAM, ALABAMA
Alabama Street, Suite 1100
Birmingham, AL 35202
Phone: 205-322-6611
Fax: 205-322-6663



ELEVATION UNIT "E" - A/C PIPING DIAGRAM

SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

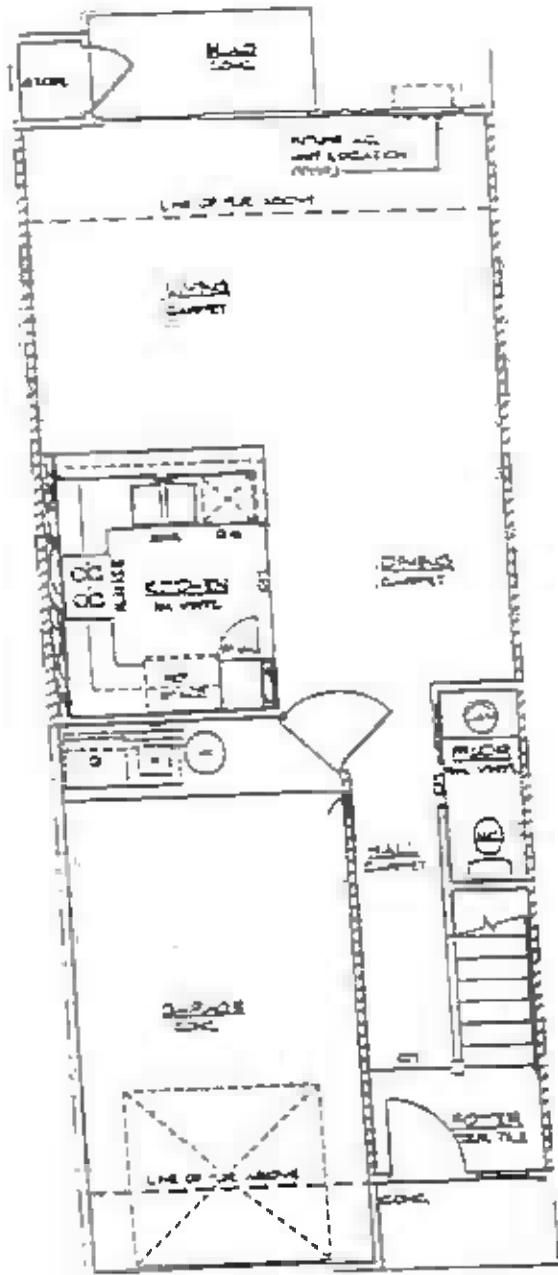
PROJECT No.: 94021

SHEET 17 OF 23

DRAWN BY: TSN

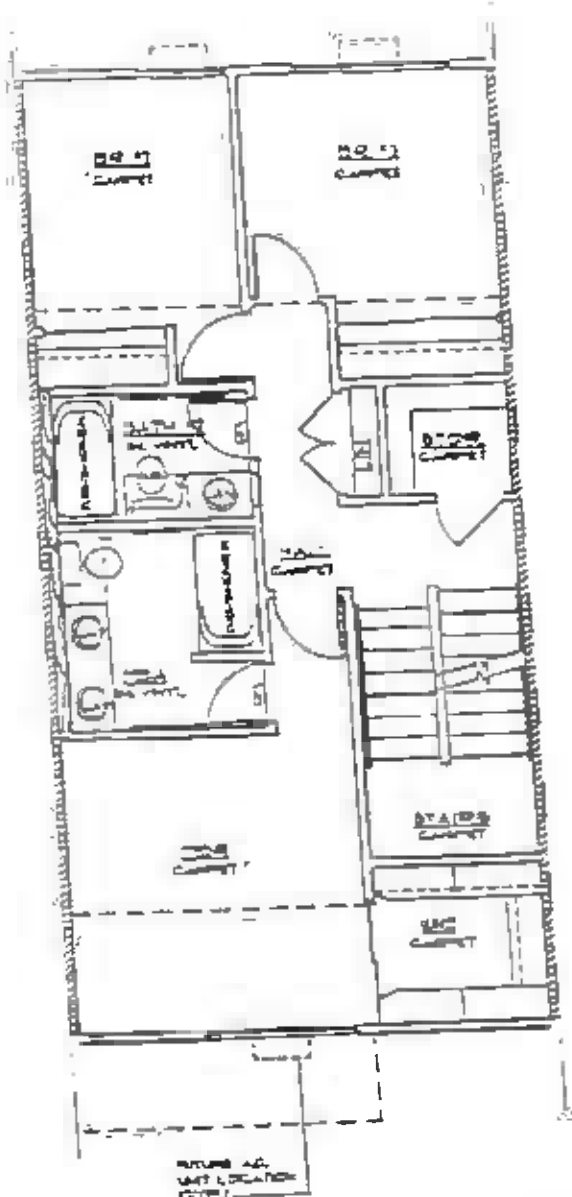
DATE: AUGUST 15, 1998

PARSONS CORPORATION
1101 KALANANAKU DRIVE
HONOLULU, HAWAII 96813
(808) 943-6044
FAX (808) 943-6044



UNIT 'E' - GROUND FLOOR PLAN

SCALE: 1/4" = 1'-0"



UNIT 'F' - SECOND FLOOR PLAN

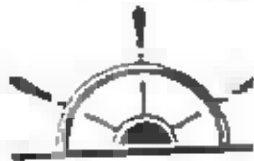
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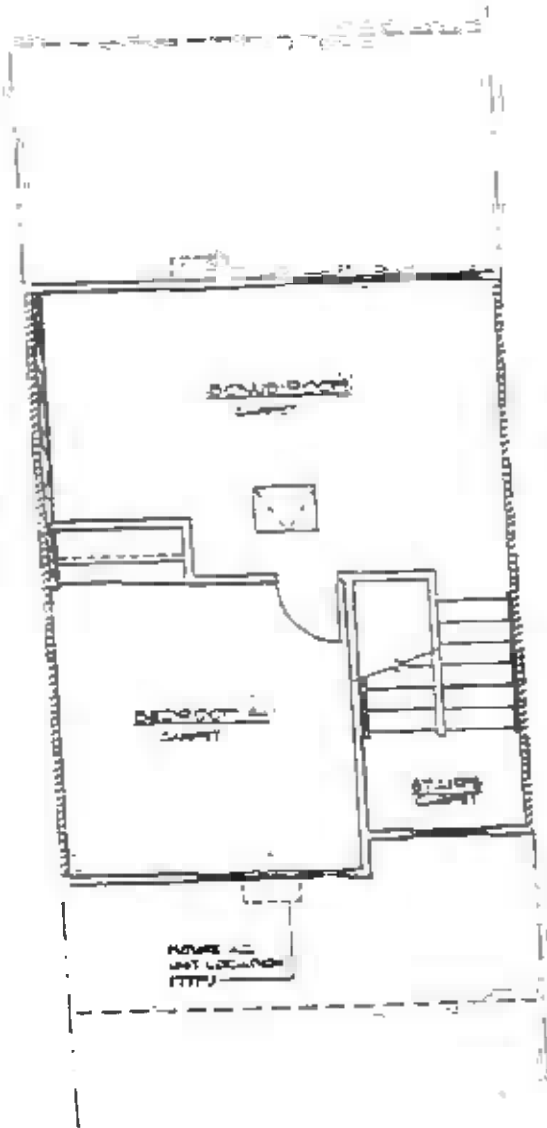
DESIGN PARTNERS INCORPORATED
ARCHITECTS & INTERIOR DESIGNERS
1580 MAHALA STREET
SUITE 1102
MOHOLU, HI 96814
PHONE (808) 949-0244
FAX (808) 246-9863

AIR CONDITIONING INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: TSN PROJECT No. 94021
DATE: AUGUST 15, 1996 SHEET 18 OF 23



LĀLEA
at Hawaii Kai



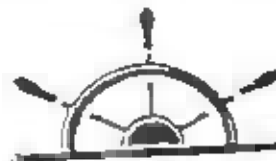
UNIT 7 - THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"



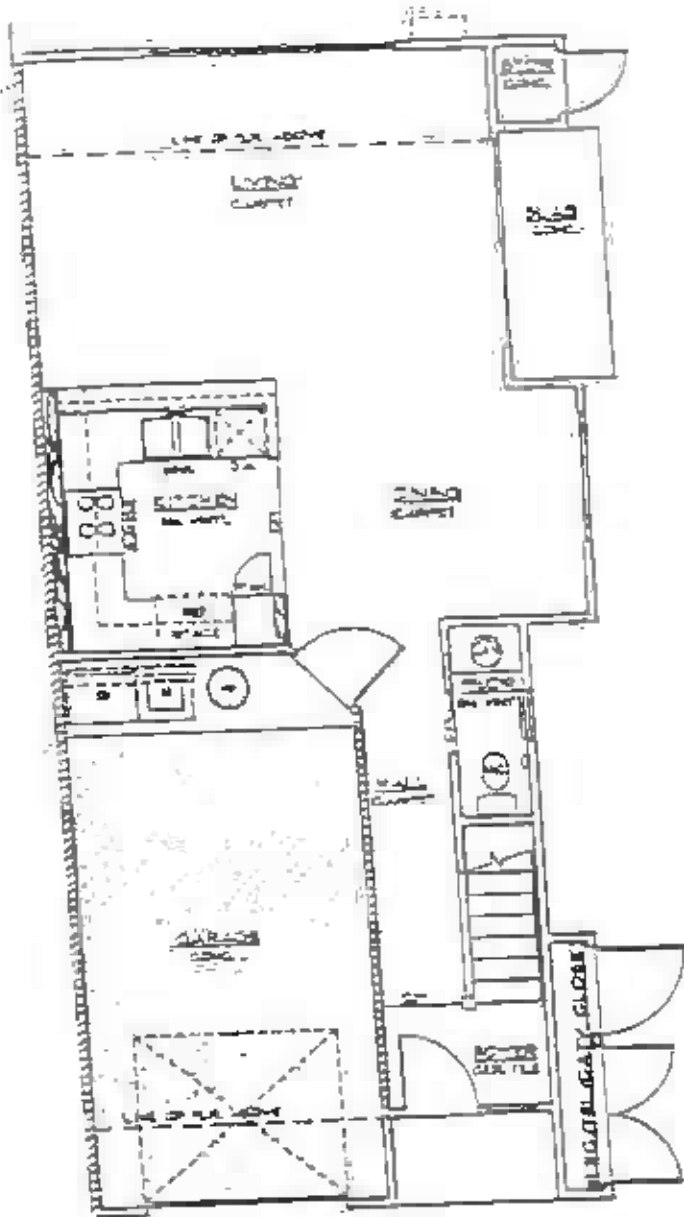
DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 MAHALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 949-0044
 FAX (808) 946-0663

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

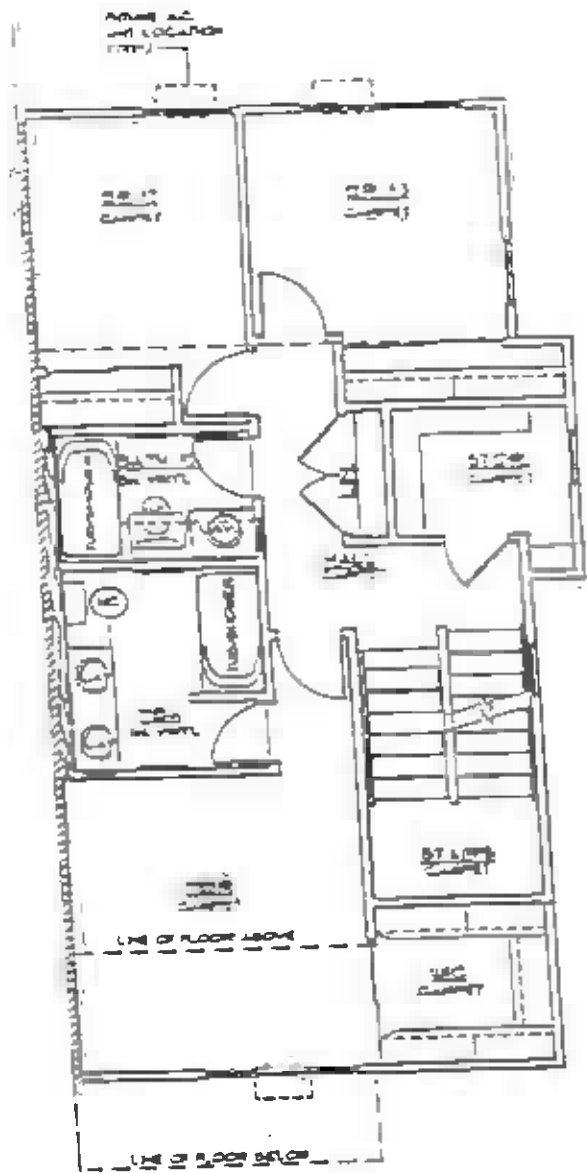
DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1998 SHEET 19 OF 23



LĀLEA
 AT HAWAII KAI



UNIT #21 - FIRST FLOOR PLAN
 SCALE: 1/4" = 1'-0"



UNIT #21 - SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0"



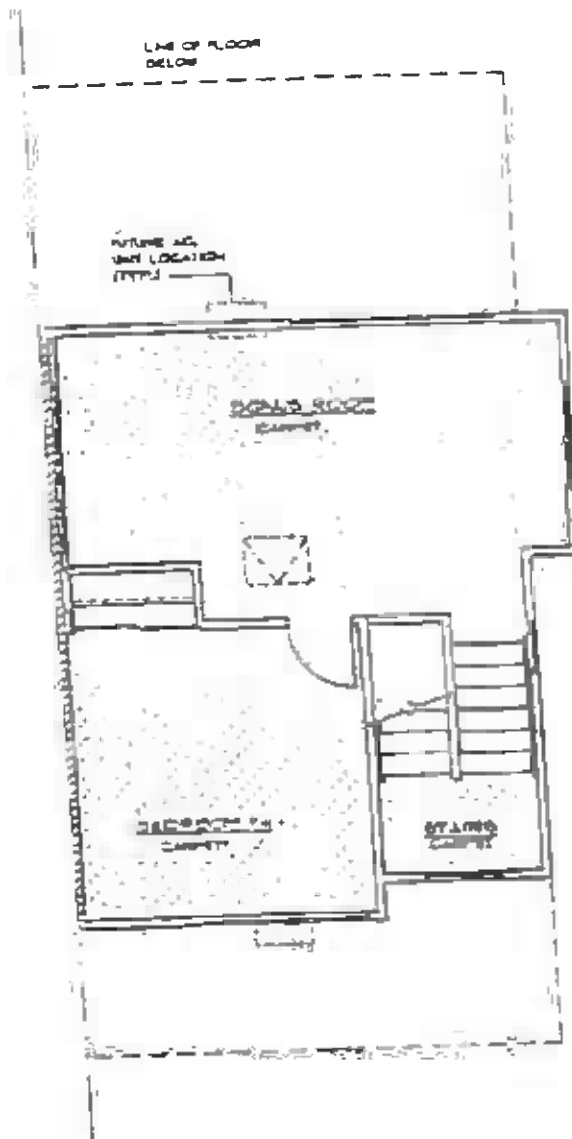
DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 WAAKALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 948-0044
 FAX (808) 946-0663

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 20 OF 23



LĀLE
 at Hawaii Kai



UNIT "FE" - THIRD FLOOR PLAN
 SCALE: 1/4" = 1'-0"



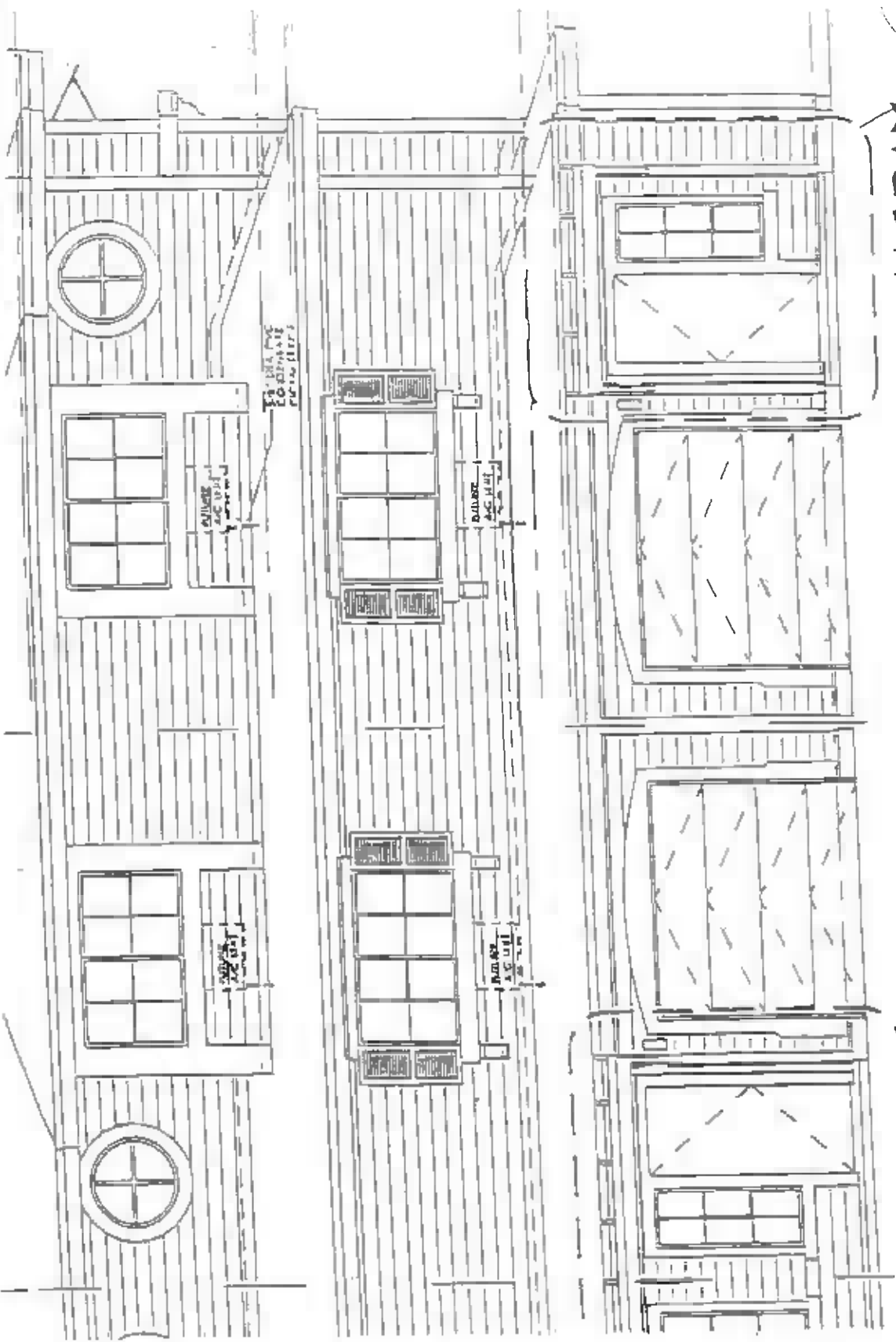
DESIGN PARTNERS INCORPORATED
 ARCHITECTS & INTERIOR DESIGNERS
 1580 MAHALOA STREET
 SUITE 1100
 HONOLULU, HI 96814
 PHONE (808) 948-0044
 FAX (808) 946-0643

**AIR CONDITIONING INSTALLATION
 GUIDELINES FOR LALEA AT HAWAII
 KAI**

DRAWN BY: TSN PROJECT No. 94021
 DATE: AUGUST 15, 1996 SHEET 21 OF 23



LĀLEA
 at Hawaii Kai



ELEVATION UNITS "F" & "FE" - A/C PIPING DIAGRAM (A)

SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
FOR

LALEA AT HAWAII KAI

PROJECT No.: 94021

SHEET 22 OF 23

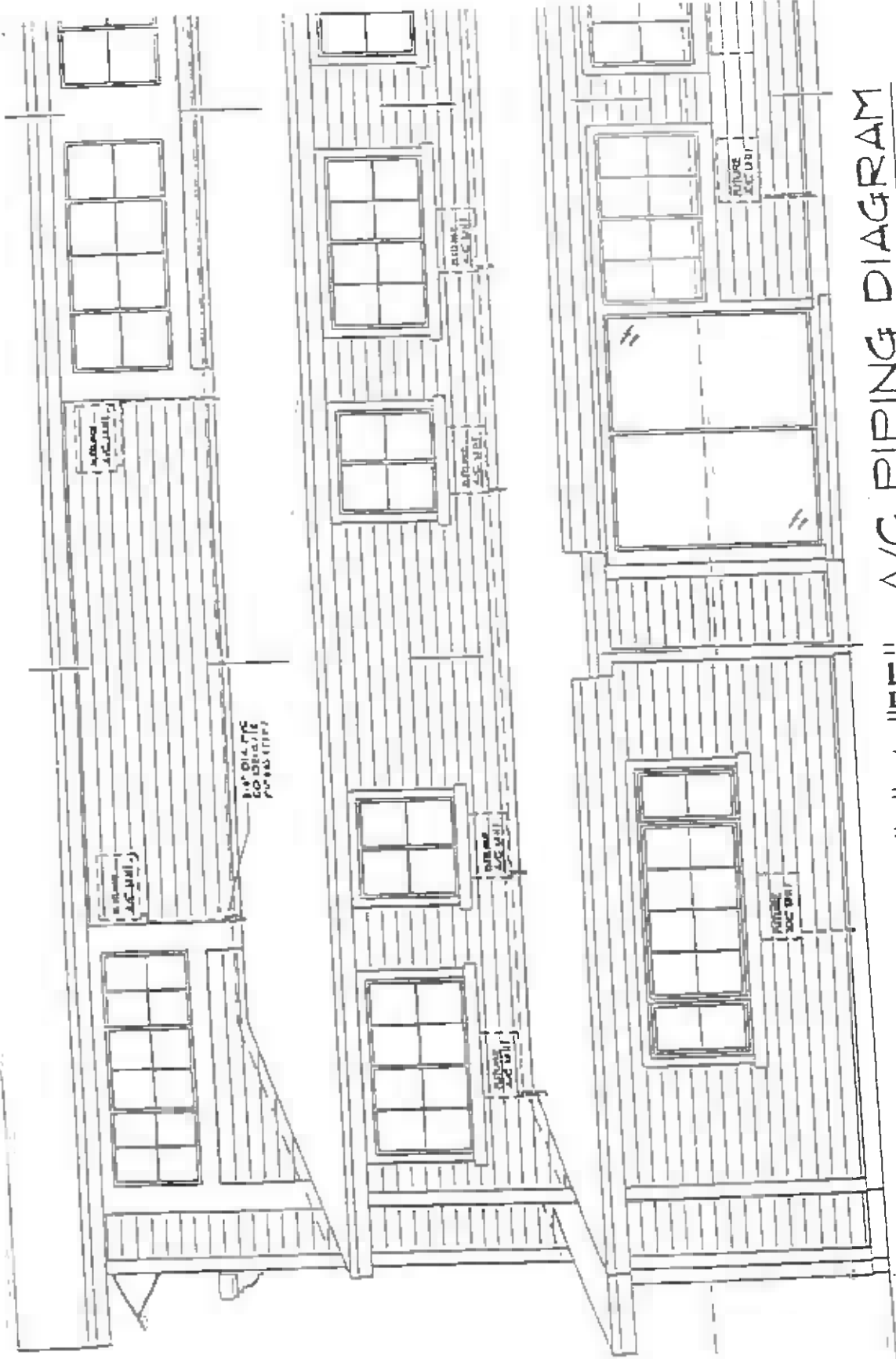
DRAWN BY: TSN

DATE: AUGUST 15, 1968

STEARNS INCORPORATED
1815 & WILSON ST. HOUSTON, TEXAS

4400 S. West Street, Suite 1100
Houston, Texas 77056

© 1968 STEARNS INCORPORATED
H-11-14 (Rev. 1968)



ELEVATION UNITS "F" & "FE" - A/C PIPING DIAGRAM

SCALE: 1/4" = 1'-0"

AIR CONDITIONING INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

PROJECT No: 04021
SHEET 23 OF 23

DESIGNED BY: TSH
DATE: AUGUST 15, 1996

UNIVERSITY OF HAWAII
ARCHITECTURAL SERVICES
2000 Kalia Road
Honolulu, HI 96815
(808) 955-2000

GENERAL NOTES FOR INSTALLATION OF SCREEN DOORS

The following are the guidelines, setforth by the association, for the installation of screen doors. Variations shall require board approval.

The intent of the guideline is to maintain the attractive appearance of the entry of the unit.

- 1.) All screen door shall be of wood construction, and conform to the designs setforth on the attached drawings. The recommended screen door is "Academy" Sierra style. This door is available at your local "City Mill" store. Other doors may be used provided they are similar in construction and style.
- 2.) The door shall be finished to match the existing color scheme of each individual building/unit entry door.
- 3.) Screen door "A" must be used when the individual unit entry door is either a "Sunburst" or "Cathedral" style. Screen door "B" shall be used in all other cases.



DESIGN PARTNERS INCORPORATED
ARCHITECTS & INTERIOR DESIGNERS

1580 Makaloa Street, Suite 1100
Honolulu, Hawaii 96814
Phone (808) 949-0044
Fax (808) 946-9663

SCREEN DOOR INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: TSN
DATE: Sept. 17, 1996

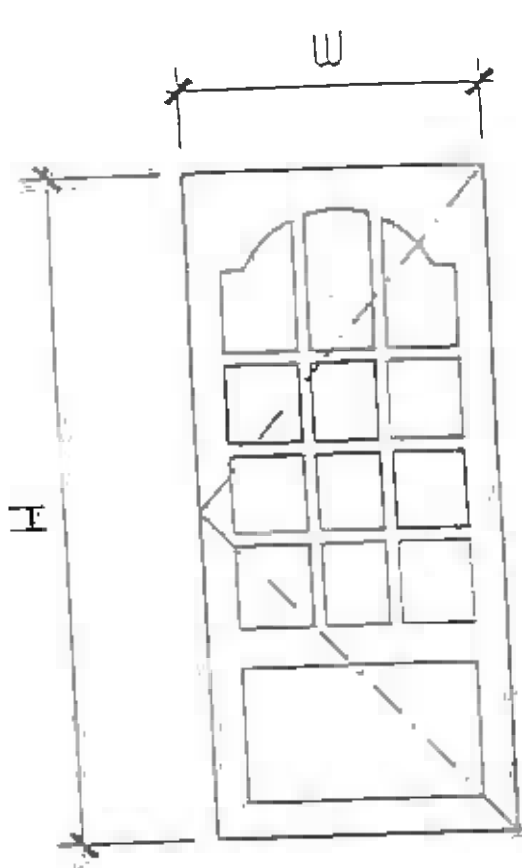
PROJECT No.: 94021

SHEET 1 OF 3



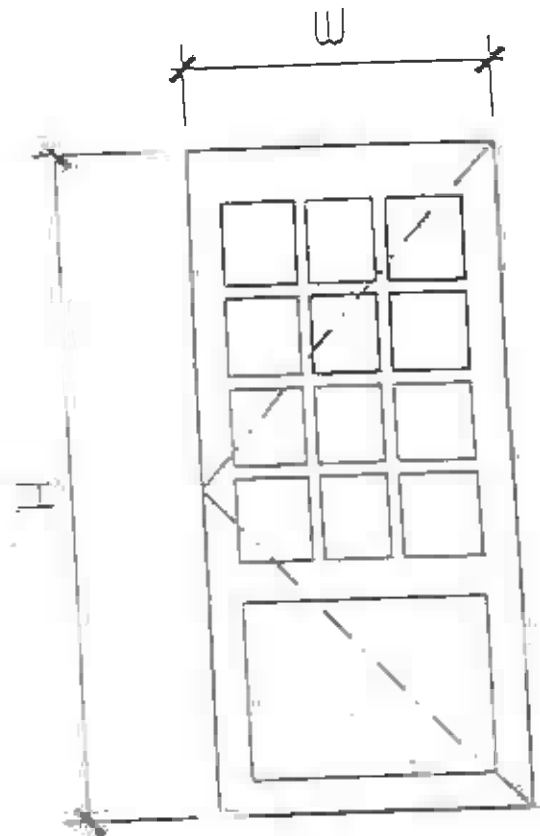
LĀLI
HAWAII

Custom & Quality Work



(A)

SCREEN DOOR



(B)

SCREEN DOOR



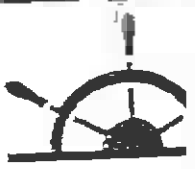
DESIGN PARTNERS INCORPORATED
ARCHITECTS & INTERIOR DESIGNERS

1580 Makaloa Street, Suite 1100
Honolulu, Hawaii 96814
Phone (808) 949-0044
Fax (808) 946-9683

SCREEN DOOR INSTALLATION GUIDELINES
FOR
LALEA AT HAWAII KAI

DRAWN BY: TSN
DATE: Sept. 17, 1996

PROJECT No.: 94021
SHEET 2 OF 3



LĀLE
of Hawaii

Keolu & Lani Nona

HARDBOARD SIDING
ON BLDG. PAPER

"PRIMETRIM"

SCREEN DOOR

2

4

1/2" X 1-1/2"
TRIM

2 X JAMB

1/2" X STOP

A

JAMB/HEAD

3/4" X 5-1/2" NET
REDWOOD W/
KERFS

2 X TRIM

FILL 1/4" GAP
W/ SEALANT

DOOR

FIN. FLR.

1/2" FELT

CONC.

B

THRESHOLD



DESIGN PARTNERS INCORPORATED
ARCHITECTS & INTERIOR DESIGNERS

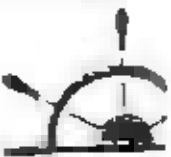
1580 Makaloa Street, Suite 1100
Honolulu, Hawaii 96814
Phone (808) 949-0044
Fax (808) 946-9663

SCREEN DOOR INSTALLATION GUIDELINES FOR LALEA AT HAWAII KAI

DRAWN BY: TSN
DATE: Sept. 17, 1996

PROJECT No.: 94021

SHEET 3 OF 3



LĀLE
at Hawaii

Castle & Cooke 1996

LALEA AT HAWAII KAI AOA
Crow's Nest Rental Agreement

- Rental Hours:** 8:00 a.m. to 10:00 p.m. daily
- Rental Fee:** This Rental Agreement must be accompanied by a check in the amount of \$25 payable to Lalea at Hawaii Kai. This fee is separate from and in addition to the \$100 deposit (listed below).
- Security Deposit:** This Rental Agreement must be accompanied by a check in the amount of \$100.00 as a security deposit (the "Deposit") for the use of the Crow's Nest, all or a portion of which may be retained by the Association for cleaning of the Crow's Nest or repairs of damage to the Crow's Nest necessary or appropriate as a result of the use of the Crow's Nest. The Deposit will be returned to the Responsible Resident by the resident manager (or the Managing Agent, if there is no resident manager), less the amount of the cost of any cleaning and/or repairs, within fourteen (14) days after the date of the use of the Crow's Nest.

TERMS AND CONDITIONS FOR RENTAL OF THE CROW'S NEST

No Exclusive Use of Other Recreation Facilities: Use of the Crow's Nest shall not include the exclusive use of the Swimming Pool or the Barbecue Areas. The Swimming Pool and Barbecue Areas shall be available to all residents, even when a private function is taking place in the Crow's Nest.

Rules & Regulations: Responsible Resident must comply with all House Rules, and assure the compliance of all guests at the function.

Number of Users: Not more than thirty-four (34) persons shall occupy the Crow's Nest at one time.

No Commercial or Political Functions: The Crow's Nest shall not be used for commercial or political functions.

Parking. If the guest parking stalls at the Recreation Center are occupied, guests must park off property on Hawaii Kai Drive.

Furniture: No shoes, bare feet or wet swimwear are allowed on the furniture in the Crow's Nest.

Removal of Trash; Securing Crow's Nest After Use: If food and/or beverages are served while using the Crow's Nest, all trash must be removed to the trash bin located outside the Recreation Center the same day as the function. The Crow's Nest must be properly locked and otherwise secured by the Responsible Resident upon completion of the function.

Supervision: The Responsible Resident agrees to be present at the Crow's Nest for the entire duration of the function and assumes full responsibility for his/her own and his/her guest's actions.

RENTAL AGREEMENT

Name of Responsible Resident: _____

Apt. No. _____ Phone Numbers: Home: _____

Work: _____

Date of Function: _____ Number of Guests: _____

Purpose of Rental: _____

Please initial here to acknowledge receipt of:

Key: _____ Date: _____
Responsible Resident

Rental Fee Check: _____ Date: _____
Site Manager

Deposit Check: _____ Date: _____
Site Manager

I have read, understand, and agree to comply with the above conditions and with those posted in the Crow's Nest. I hold the Lalea at Hawaii Kai AOA, its Board of Directors, agents and employees harmless in the event of any accident. Further, I agree to pay any and all costs incurred for damage, replacement, and/or cleaning required of Lalea at Hawaii Kai property as a result of the reserved function.

Signature of Responsible Resident _____ Date _____

Post function follow-up on Deposit Check:

Returned: _____ Date: _____
Responsible Resident

Destroyed: _____ Date: _____
Site Manager

Deposited: _____ Date: _____
Site Manager

Reason for Deposit: _____

