

# *POINCIANA MANOR* *HOUSE RULES*



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# POINCIANA MANOR

## HOUSE RULES

### 2018

#### INTRODUCTION

House Rules are established to provide for the general operation of Poinciana Manor, known formally as the Association of Apartment Owners (“AOAO”) of Poinciana Manor and informally as AOAO Poinciana Manor. These House Rules replace any prior House Rules of Poinciana Manor.

The principal document establishing the legal existence of Poinciana Manor is called its Declaration. See First Restatement of Declaration of Condominium Property Regime of Poinciana Manor, Document 96-174225 recorded in the Bureau of Conveyances on December 10, 1996, as amended. Owners of an Apartment (sometimes referred to as an Apartment Unit or Unit) at Poinciana Manor are members of Association of Apartment Owners of Poinciana Manor, which is the governing body of Poinciana Manor. The Association conducts its activities in accordance with the Declaration and the Bylaws. For the current Bylaws, see Second Restatement of the By-Laws of the Association of Apartment Owners of Poinciana Manor, Document 96-174226, recorded in the Bureau of Conveyances on December 10, 1996, as amended. Together, the Declaration and Bylaws are known, and referred to herein, as the “**Condominium Instruments**.” The Association elects a Board of Directors at its Annual Meeting. The Board of Directors is empowered by the Association’s Bylaws to create, amend and enforce rules relating to conduct business at Poinciana Manor and to the general administration of the affairs of Poinciana Manor. These rules are known as House Rules. Both the Condominium Instruments and the House Rules apply to all Owners, Residents, and any other individual at or using Poinciana Manor, including guests, agents and employees.

The Board of Directors employs several persons and entities to assist in the daily management of Poinciana Manor. The Managing Agent is a professional property manager who provides financial and general management consulting advice to the Board of Directors. The Site/Resident Manager resides at Poinciana Manor and is the principal person directly entrusted to administer the policies and procedures stipulated in the Condominium Instruments and House Rules, or as otherwise determined by the Board of Directors. From time to time, Owners and Residents may receive amendments to these House Rules, which should be attached to, or filed with, this copy.



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## **PART 1 – GENERAL**

**Paragraph 1.1. Preamble.** Poinciana Manor, acting through its Board of Directors, has adopted the following Rules and Regulations (“House Rules”), pursuant to the Condominium Instruments. See (1) Part I of the Declaration and (2) Article V, Section 4 of the Bylaws. The House Rules govern the use of Poinciana Manor, including but not limited to buildings, pool area, parking areas, and all common elements of Poinciana Manor. Other provisions of the Condominium Instruments also govern the use of Poinciana Manor. Any person using Poinciana Manor (Owners, Residents, and their guests; agents and employees) shall comply with all House Rules, including amendments to the House Rules which may be made from time to time.

**Paragraph 1.2. Definitions.** In addition to the definitions used in the Condominium Instruments, the following definitions apply to these House Rules:

- a. “Apartment” means a unit owned by an Owner in which the Owner or a Resident resides.
- b. “The Association” or “AOAO” shall include (1) Association of Apartment Owners of Poinciana Manor, (2) the Board of Directors of Poinciana Manor, and (3) the Managing Agent or Site/Resident Manager, when either is acting on behalf of the Association.
- c. “Owner” means the Owner of record of an Apartment, whether the Owner is living on-site or off-site, and any guests of the Owner.
- d. “Resident” means any person who physically resides in an apartment and any guests of the Resident. This includes all tenants or renters.
- e. “Guest” is any individual invited to Poinciana Manor, including but not limited to friends, contractors, and repair people.
- f. “Poinciana Manor” includes all Poinciana Manor property, including Apartments.
- g. “Common areas” means all places except an Apartment within Poinciana Manor, including the lobbies, stairways, halls, parking garage, elevators, trash rooms, mail room, driveways, the pool deck, the common installations such as plumbing, electricity, and the structure of the building, and any other common area as defined in the Condominium Instruments.
- h. “Pool area” means the entire enclosed portion of the pool and surrounding pool deck.
- i. “Site/Resident Manager” is generic for the AOAO Manager and refers to Resident Manager or Site Manager.

**Paragraph 1.3. Precedence.** The House Rules are supplementary to, and not in lieu of, provisions governing Poinciana Manor as set out in the Condominium Instruments. To the extent that the Declaration, Bylaws or House Rules are inconsistent, the following shall prevail in the order noted: the Declaration, then the Bylaws, and then the House Rules.

**Paragraph 1.4. Supervision of Employees.** No Owner or Resident shall direct, supervise, or in any manner attempt to assert control over, request favors of, or employ in any manner for pay any employee of the Association or of the Managing Agent. Except in an emergency, suggestions or complaints should be directed to the Board (through the Managing Agent), and not discussed with an employee or contractor of the Association.

**Paragraph 1.5. Treatment of Employees.** Owners and Residents shall treat employees of the Association and the Managing Agent with respect and courtesy at all times.

**Paragraph 1.6. Comments and Complaints.** Comments or complaints regarding the management of Poinciana Manor or actions of other Owners, Residents or employees of Poinciana Manor shall be made orally or in writing, in the following order, to (1) the Site/Resident Manager (or an individual authorized by the Resident Manager), (2) the Managing Agent and (3) the Board of Directors. See also Paragraph 9.2.

**Paragraph 1.7. Distribution of Rules.** The House Rules shall be made available for copying at a reasonable cost to the Owner or Resident during normal business hours in the office of the Site/Resident Manager or the Managing Agent. The Managing Agent and Association are allowed to charge a reasonable fee for a copy of the rules.

**Paragraph 1.8. Effective Date.** The House Rules herein are currently in effect.

## **PART 2 – RESTRICTIONS ON USE - GENERAL**

**Paragraph 2.1. Unlawful Acts.** An Owner or Resident shall not use any part of Poinciana Manor, including an Apartment, for any unlawful purpose.

**Paragraph 2.2. Quiet Enjoyment.** An owner or Resident shall not permit at any time any activity or act to be done that would unreasonably interfere with the rights, comfort, enjoyment, or convenience of others using Poinciana Manor, including making noises and using musical instruments, radios, televisions and amplifiers that may disturb other occupants.

**Paragraph 2.3. Quiet Hours.** An Owner or Resident shall not engage in loud behavior at Poinciana Manor, including, but not limited to loud parties, slamming doors, playing or allowing to be played at a loud manner any musical instrument, radio, television, stereo system, or the like, between the hours of 9:00 p.m. and following 8:00a.m. Sunday through Thursday and between the hours of 10:00 p.m. and the following 8:00



a.m. on Friday and Saturday. Loud behavior is noise that unreasonably disturbs or annoys other Owners or Residents.

**Paragraph 2.4. Construction.** Construction work, including sawing, hammering, or other noise-producing activities done by or on behalf of an Owner or a Resident shall be limited to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 9:00 a.m. to 5:00 p.m. on Saturdays.

**Construction Work:** No construction activity is permissible for the hours before 8 a.m. and after 5 p.m. of the same day, Monday through Friday.

- No construction activity is permissible for the hours before 9 a.m. and after 5 p.m. on Saturday.
- No construction activity is permissible on Sundays and on holidays.
- The Association is exempt from these rules for emergencies unless otherwise mandated by law.
- Owners are permitted to make emergency repairs (for example, to stop a leak) regardless of the times provided in this rule; provided that the owner or occupant of the apartment must notify the Site/Resident Manager as soon as possible after the emergency arises.
- "Construction activity" means any or all activities, including but not limited to those necessary or incidental to the erection, demolition, assembling, renovating, installing or equipping of elements of the condominium/apartment.
- "Holidays" means a day observed by federal or by state law for suspension of operations in whole or part. "Emergency" means any condition which would require immediate attention or corrective action to avoid probable danger to property, or to the health and safety of people.

**Paragraph 2.5. Signs.** Except as otherwise provided in these rules, an Owner or Resident shall not place in any portion of the common area of Poinciana Manor any signs, notices, posters, ornaments, or similar items. See Paragraph 2.15 for seasonal decorations.

**Paragraph 2.6. Plumbing.**

a. An Owner shall be responsible for, and pay for any damage to the property of Poinciana Manor outside an Apartment of the Owner, which results from any misuse or in-Apartment failure of the plumbing system, including leaking valves, hot water heaters or leaking pipes. No Owner or Resident shall place sweepings, rubbish, rags, papers, or other similar substances into the sewer drains in an Apartment, including bathroom and kitchen drains.

b. An Owner or Resident shall not leave water running for any unreasonable or unnecessary length of time.

c. An Owner or Resident shall not use an excessive amount of soap or other detergents which causes an overflow of suds in another Apartment or in the plumbing system.

d. An Owner or Resident is responsible for checking around tubs, toilets, washing machines, and sinks for broken seals, cracked caulking and water seepage. Owners are responsible for, and will be held liable for, any damage and cost of repairs incurred as a result of water seepage, including damage affecting Poinciana Manor, or another Apartment. Poinciana Manor is not liable for any such damage or costs for repairs.

e. An Owner or Resident is not authorized to shut off any water supply valve to their Apartment where the water supply valve is located outside the Apartment. In an emergency, an Owner or Resident shall immediately contact the Site/Resident Manager. Only the Site/Resident Manager or the Site/Resident Manager's authorized representative is authorized to shut off a water supply valve located outside an Apartment.

**Paragraph 2.7. Littering Common Elements.** An Owner or Resident shall not throw anything out of any window or off any lanai. An Owner or Resident shall not (1) beat rugs at Poinciana Manor, including on a lanai, or (2) cause dust, rubbish or litter to be swept from an Apartment into any other area of Poinciana Manor. An immediate fine may be imposed for each instance of throwing dangerous objects, such as lit cigarettes and heavy or sharp objects, and the Association may seek the eviction of the persons responsible if they are tenants.

**Paragraph 2.8. Windows.**

a. Windows and screens within an Apartment belong to the Apartment Owner. An Owner is solely responsible for the maintenance, repair and replacement of windows and screens of their Apartment. If a window is situated between the apartment and the lanai of the apartment it is "within" the apartment. All other windows of each apartment are common elements.

b. Except for the outside of windows which can be accessed only from the roof, each Owner or Resident is responsible for keeping the windows clean in the Owner's Apartment. Poinciana Manor employs commercial window cleaners only to clean the outside of windows which can be accessed only from a roof.

c. No Owner or Resident shall cover a window on the outside. A window of an Apartment, if covered on the inside, shall be covered with shades, curtains, drapes, blinds or shutters. The exterior color of the cover, visible from the common areas, shall be either plain white or a neutral (beige, off-white) shade. An Owner or Resident shall not hang sheets, towels, or other such items, in lieu of shades, curtains, drapes, blinds or shutters on the inside of a window of an Apartment. The Board of Directors may make an exception to the requirements of this paragraph when an Owner or Resident can establish that an exception is warranted due to an unusual circumstance and the exception shall expire when the circumstance no longer exists.

**Paragraph 2.9. Moving In and Out/ Large Item Deliveries.** All moves or deliveries of multiple items, heavy furniture or other large items, must be made between the hours of

8:00 a.m. and 6:00 p.m. An Owner or Resident shall contact the Site/Resident Manager and obtain approval from the Site/Resident Manager in advance of any deliveries of multiple items, heavy furniture or other large items or any activity which involves extended use of an elevator. The Owner is responsible for any damage to Poinciana Manor caused by deliveries of any kind.

**Paragraph 2.10. Smoke Alarms.** All Apartments shall have operating smoke alarms, with battery backups, as required by the Fire Code of the State of Hawaii. On reasonable notice, the Site/Resident Manager has authority to enter an apartment to verify compliance with this paragraph.

**Paragraph 2.11. Bulletin Boards.** The elevator lobbies have two kinds of bulletin boards.

a. Official Bulletin Board. The first bulletin board is the official bulletin board on which notices approved by the Managing Agent, the Site/Resident Manager or the Board of Directors are placed. No Owner or Resident, other than a Director of the Board of Directors, the Site/Resident Manager, or the Managing Agent shall post or remove a notice posted on the official bulletin board.

b. Unofficial Bulletin Board. The second bulletin board is an unofficial bulletin board. Only an Owner or Resident may post a notice on the unofficial bulletin board. Notices posted on the unofficial bulletin board will be removed after two weeks unless an earlier or later removal date is appropriate. Any notice posted on the unofficial bulletin board shall be dated, on a card no larger than 3 inches by 5 inches. Torn sheets of ragged paper are not authorized and will be removed. Any other notice that fails to comply with this Paragraph will be removed. Poinciana Manor has authority to remove at any time any notice posted on the unofficial bulletin board and to determine whether a notice may be posted on the unofficial bulletin board.

**Paragraph 2.12. Unit Garbage Disposal.** A garbage disposal is an appliance located completely within an Apartment. The garbage disposal is connected to pipes and sewer lines that are common to, and used by, other Owners and Residents. An Owner or Resident shall maintain and use a garbage disposal within an Apartment in such a manner that it causes no damage to Poinciana Manor. An Owner is responsible for damage caused by the use of a garbage disposal within an Apartment.

a. An Owner or Resident shall not discard grease or other fatty substances down the disposal. An Owner or Resident shall not use a garbage disposal in such a manner which may clog pipes leading out of the garbage disposal. An Owner or Resident shall not deposit bones, fruit pits, nut shells, banana peels, rice or other fibrous products (such as artichokes, asparagus, onion skins and potato skins) in a garbage disposal.

b. An Owner or Resident shall immediately report any kitchen sink and garbage disposal back-ups to the Site/Resident Manager. The Site/Resident Manager shall make a determination of responsibility for repairs, damages and costs associated with the sink and garbage disposal back-ups. If a back-up occurs due to a

blockage in a main line serving multiple Apartments, the Association generally will be responsible for any repair or damage occasioned by the back-up. If a back-up occurs due to a blockage in the plumbing or sewer lines within an Apartment, the Owner shall be responsible for any repair and damage occasioned by the back-up.

**Paragraph 2.13. Smoking.** Smoking is not permitted in any and all common areas of the project. Smoking in an apartment is permitted, provided however, that the smoking shall not result in smoke entering another apartment or lanai or the common area.

**Paragraph 2.14. Registration.** All Residents (Owners and Tenants) are required to register with the Site/Resident Manager within 48 hours of moving into Poinciana Manor.

**Paragraph 2.15. Seasonal Decorations.**

a. Exterior Christmas/holiday season decorations may be installed no sooner than seven days before Thanksgiving. Lights and decorations with lights may not be turned on until dusk. Decorations must be removed no later than January 10th.

b. Seasonal holiday decorations may be installed two weeks prior to the federally recognized holidays, and shall be removed no later than one week after the holiday. Seasonal decorations for Easter and Halloween are permitted subject to this Paragraph.

c. The Board of Directors shall have authority to designate other non-federal holidays. The Board of Directors shall have authority to require removal of seasonal decorations which are not appropriate.

**Paragraph 2.16 Water Beds.** Waterbeds are not allowed in any apartment.

**Paragraph 2.17 Flooring.** Sound Barrier will not be less than 70 IIC. See Design Review Manual page 34.

### **PART 3 – COMMON AREAS - GENERAL RULES**

**Paragraph 3.1. Liability.** All Owners and Residents using a common area of Poinciana Manor do so at their own risk and sole responsibility. The Association does not assume responsibility or liability for any occurrence, accident, or injury in connection with such use.

**Paragraph 3.2. Guests.** The common areas are for the exclusive use of Owners and Residents. Each Owner or Resident is responsible for the conduct of any guest of the Owner or Resident.

**Paragraph 3.3. Clean-Up.** Any Owner or Resident using a common area shall remove, prior to the time the Owner or Resident leaves the area, all articles brought into a common area.

**Paragraph 3.4. Noise.** Voice conversations shall be kept at normal conversational levels in the common areas. No radios, television, electronic devices, or other similar apparatus shall be used without ear phones in the common areas except in the pool area as defined in Paragraphs 5.3 and 5.4.

**Paragraph 3.5. Outdoor Cooking.** An Owner or Resident shall only use the grills provided in the barbeque area for any outdoor cooking at Poinciana Manor. Use of a grill is on a first-come-first-serve basis unless the barbeque area has been reserved with the Site/Resident Manager (see Paragraph 5.7). Owners and Residents shall not clean the grills. The Site/Resident Manager arranges for regular cleaning and maintenance of the grills.

**Paragraph 3.6. Bicycles.**

a. If bicycle racks are provided, spaces on any bicycle racks in the garage are to be assigned by the Site/Resident Manager as determined by the Board of Directors for bicycles. To obtain a space, an Owner or Residents must complete a "Bicycle Space Assignment Request Form" which is available from the Site/Resident Manager. Any bicycle in the rack that is not registered with the Association and the City and County of Honolulu will be removed and disposed of in accordance with applicable law. The Association shall not be responsible for any loss, damage, or theft of bicycles which may be kept in the racks. Residents are limited to four (4) bicycle spaces per apartment unit. The Site/Resident Manager may order an inoperable bicycle or a bicycle not used during a two month period removed from the garage. The bicycle rack is not to be used to store inoperative or unused bicycles. Residents assigned a space shall maintain the space in a clean manner.

b. An Owner or Resident may store a bicycle or similar item (for example, a tricycle) on the Owner's lanai provided the bicycle or similar item is generally not visible from other Apartments or any common area.

c. An Owner or Resident shall not ride or use the following items in the garage or on walkways located within Poinciana Manor: bicycle, skateboard, rollerskates, rollerblades, scooters, and similar devices, as may be determined by the Board of Directors. The items shall be walked, pushed, or carried beyond the limits of the property prior to use.

**Paragraph 3.7. Kayaks and Paddle Boards.**

a. If kayak and paddle board racks are provided, spaces on any rack in the garage are to be assigned by the Site/Resident Manager as determined by the Board of Directors for kayaks and paddle boards. To obtain a space, an Owner or Resident must complete a "Kayak Space Assignment Request Form" which is available from the Site/Resident Manager. Any kayak or paddle board in the rack that is not registered with the Association will be removed and discarded in accordance with applicable law. The Association shall not be responsible for any loss, damage, or theft of kayaks, paddle boards or other items which may be kept in the racks. Residents are limited to no more than two spaces per apartment unit.

The Site/Resident Manager may order an inoperable kayak or paddle board or a kayak or paddleboard not used during a two month period removed from the garage. The rack is not to be used to store inoperative or unused kayaks or paddleboards. Residents assigned a space shall maintain the space in a clean manner.

b. An Owner or Resident may store a kayak or paddle board on the Owner's lanai provided the kayak or paddle board is generally not visible from other Apartments or any common area.

c. All items on the rack (e.g., loose paddles, wheels for transporting kayaks, and other items associated with kayak or paddle board use) shall be physically secured to hooks or other fastening means on the wall or the rack. Hooks and other fastening means shall only be installed by AOA Poinciana Manor. An owner or resident shall make no permanent modifications to a wall or the rack.

**Paragraph 3.8 Children in Danger.** An Owner or Resident observing a child in danger should immediately call 911 or Child Protective Services at 808-832-5300, as appropriate. After placing the call, the Owner or Resident should notify the Site/Resident Manager.

**Paragraph 3.9 Wheeled Vehicles.** Unless required to assist mobility impaired persons, an Owner or Resident shall not ride the following items in any common area: any wheeled riding device, including a bicycle, skateboard, roller skates, roller blades, scooter or similar device, as may be determined by the Board of Directors. Wheeled riding devices shall be walked, pushed, or carried beyond the limits of the property prior to use.

#### **PART 4 – RESTRICTIONS ON USE – COMMON AREAS**

##### **Paragraph 4.1. Common Areas.**

a. An Owner or Resident shall not use a common area for the temporary or permanent storage or placement of furniture or any other articles, including but not limited to plants, boxes, baby carriages, tricycles, storage or tool boxes, personal shopping carts, trash, kayaks, outriggers, boats or other water recreation devices (on or off a trailer), and bicycles (other than in designated storage area for bicycles or kayaks).

b. An Owner or Resident shall not in any manner mark, alter, deface or otherwise change any portion of the common areas. An Owner or Resident violating this paragraph shall be responsible for the cost of repairing any unauthorized mark, alteration, defacement, or other change.

c. No individual, including an Owner or a Resident, is permitted on Poinciana Manor's roof unless authorized by the Site/Resident Manager. This subparagraph is to provide notice that being on the roof is not safe.

##### **Paragraph 4.2. Trash Facilities.**

- a. Only bagged, lightweight garbage can be placed down a garbage chute. All other garbage shall be placed in plastic trash bags, securely sealed or fastened, and placed in a dumpster on the garage level.
- b. Removal of all debris from Apartment improvements (cabinets, counters, appliances, carpet, flooring and similar items) is the responsibility of the Owner. The Owner shall remove any debris (including bulk items) from Poinciana Manor and any resulting mess in a common area is to be cleaned promptly by the Owner or the Owner's representative (e.g., a contractor). Trash dumpsters may NOT be used for construction debris per City and County of Honolulu.
- c. Bulky items must be taken away by the residents or stored inside apartments until the evening before the scheduled pickup date. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled. The City & County of Honolulu does NOT operate bulky item pick-up on Aoloa Place or Aoloa Street. You must arrange to have your bulky items removed and properly disposed of in a legal manner.

**Paragraph 4.3. Damage to Common Areas.**

- a. An Owner or Resident spilling something on a floor or otherwise causing damage to a common area shall advise the Site/Resident Manager and take immediate corrective action to limit any damage.
- b. An Owner or Resident may not carry open containers of bleach, paint, detergent or similar products through any common area, including the garage, the second floor, walkways or elevators.
- c. An Owner or Resident shall notify the Site/Resident Manager of any signs of wear, stains, lights out, or objects believed to be in need of repair.

**Paragraph 4.4. Elevators.**

- a. An Owner or Resident shall not deface any portion of an elevator, including an elevator wall. "Deface" includes but is not limited to scratching, writing on or marking the walls or other portions of an elevator or removal of elevator signs and/or certificates.
- b. An Owner or Resident shall not post signs or notices in or around an elevator. Only the Site/Resident Manager is authorized to post a notice in an elevator.
- c. No smoking is permitted in the elevators at any time, as required by State of Hawaii law. An Owner or Resident shall not prop open an elevator door with any object or otherwise attempt to delay an elevator door from closing in a normal manner.
- d. An Owner or Resident shall be responsible for any damage they cause to an elevator.

**Paragraph 4.5. Shopping Carts.**

- a. Commercial shopping carts from Safeway, Longs, Target or other commercial establishments are not allowed anywhere on Poinciana Manor property due to the damage inflicted by these carts to hallways, walls, door frames and elevators. To protect the common elements, the Board banned shopping carts from the premises in 2017. It is recommended that a resident purchase their own wheeled transport for shopping which is allowed. Reminder, your personal wheeled transport cart cannot be left anywhere on the common elements.

**Paragraph 4.6 Prevention of Damage to Floors.** An Owner or Resident may move heavy items across floors, including floors in the garage and on the second and third and fourth floor walkways, only (1) on a moving device having rubber wheels or (2) by hand-carrying the item. No item shall be dragged across a floor. The activity prohibited by this paragraph is designed to prevent damage to floors throughout Poinciana Manor

**Paragraph 4.7 Putting Green.** The putting green in the common area is restricted to putting practice. Chipping to the putting green or otherwise hitting golf balls in any other common area is prohibited. The purpose of this rule is to preserve grass areas and to avoid dangerous conditions.

**Paragraph 4.8 Cameras.** No Damage or disabling of cameras.

**PART 5 – RECREATIONAL FACILITIES – POOL, PAVILION, CAR WASH**

**Paragraph 5.1. Liability.** Poinciana Manor, its employees and agents will not be held liable in any manner whatsoever for any loss or damage to personal property or for any personal injury incurred by an Owner or Resident using any common area of Poinciana Manor, including the pool, pavilion or car wash area.

**Paragraph 5.2. Access.** Access to the pool and pavilion areas are restricted to Owners or Residents. Access to the car wash facility is restricted solely to individuals who own an apartment or who reside at Poinciana Manor.

**Paragraph 5.3. Pool Operation.** The hours of operation for the pool are from 9:00 a.m. to 9:00 p.m. The Site/Resident Manager has the authority to close the pool in the Site/Resident Manager's sole discretion. An Owner or Resident using the pool shall do so in a manner consistent with safety, and rights of others at Poinciana Manor to quiet enjoyment. See *also* Paragraph 2.2.

**Paragraph 5.4. Pool Conduct.**

**WARNING and NOTICE: There is no lifeguard on duty at the pool. All persons using the pool do so at their own risk. Non-swimmers must exercise extreme caution when in the pool area and should be accompanied by a responsible Owner, Resident or Guest who is a capable swimmer. In particular, a child under**



**the age of 12 should be accompanied by an adult when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.**

- a. An Owner or Resident is responsible for their own trash, papers and other refuse in the pool area and shall deposit the trash, papers and other refuse in a trash receptacle.
- b. An Owner or Resident shall not use any form of glass, including bottles, mugs, plates, and wine, soda and beer bottles, in the pool area.
- c. An Owner or Resident shall not use bobby pins, hairpins and other such items while in the pool area.
- d. An Owner or Resident shall not splash water from the pool other than water normally splashed through normal swimming.
- e. An Owner or Resident is not permitted to have in the pool area any of the following objects: life rafts, toys or other objects designated by the Board of Directors. An Owner or Resident is authorized to use personal flotation devices, aqua hand weights/dumbbells for pool exercise in the pool, or such other devices for young children or children unable to swim as may be approved by the Site/Resident Manager.
- f. Roughhousing of any kind is not permitted in the pool area. A decision by the Site/Resident Manager that a pool user is roughhousing is final.
- g. Smoking in or around the pool is prohibited.
- h. An Owner or Resident shall not use the pool when intoxicated. A decision by the Site/Resident Manager or Watchperson that an Owner or Resident is intoxicated is final.
- i. An Owner or Resident with open cuts, sores, blisters, or with communicable or infectious diseases shall not use the pool.
- j. An Owner or Resident shall not (1) spit, (2) spout water, or (3) blow a nose in the pool.
- k. Infants and toddlers shall use swim diapers when using the pool.
- l. An Owner or Resident observing fecal or vomit discharge in the pool area shall notify the Site/Resident Manager. The Site/Resident Manager shall take such action as the Site/Resident Manager, in the Site/Resident Manager's discretion, is believed to be appropriate, including closing the pool for such time as may be necessary to clean the pool area. The Board of Directors may bar, for a reasonable period of time, any Owner or Resident failing to report a fecal or vomitus discharge to the Site/Resident Manager.

- m. All swimmers shall shower before entering the pool.
- n. An Owner or Resident may not bring food into the pool area.
- o. Diving is prohibited.
- p. Animals at the pool. Animals are prohibited from entering the pool area. Assistance animals may enter pool area with their disabled Owner. No animal is permitted inside the pool.
- q. No eating or drinking is permitted while in the pool water. This is to protect the chemical balance and expensive pool equipment. Non-alcoholic beverages may be consumed in unbreakable containers (NOT glass or ceramic) while in the pool area outside the pool.

**Paragraph 5.5. Pavilion Operation.** An Owner or Resident may use a pavilion between 8:00 a.m. and 9:00 p.m. provided the use is otherwise consistent with these House Rules.

**Paragraph 5.6. Pavilion Conduct.**

- a. Walking in the Koi pond and non-grass planted areas adjacent the Koi pond is prohibited. A user of the Koi pond pavilion shall avoid allowing food and other litter to enter the pond or surrounding planted areas.
- b. Gatherings of people at a pavilion are to be held to a size appropriate to the pavilion being used. The Site/Resident Manager is authorized to limit the size of gatherings. A decision by the Site/Resident Manager to restrict the number of people at any particular gathering is final.

**Paragraph 5.7. Pavilion Reservations.** An Owner or Resident wishing to use a pavilion shall reserve with the Site/Resident Manager ahead of time, a reasonable date and time for which they wish to use the pavilion. A reservation requires a refundable deposit of \$50.00, in the form of a check made out to "Poinciana Manor" and given to the Site/Resident Manager. The deposit (less any portion retained for clean-up, damages, and fines) will be refunded if the area is left clean and in good condition to the satisfaction of the Site/Resident Manager. In the event the clean-up, damage and fines exceed deposit, the host shall be assessed the additional amount. The Site/Resident Manager will maintain a list of reservations. Official events of Poinciana Manor, for example, a meeting of the Board of Directors will take precedence over requests for reservations by Owners and Residents for personal use.

**Paragraph 5.8. Car Wash Operation.** The car wash shall be used only between 8:00 am and 7:00 pm in a manner consistent with other provisions of these House Rules.

**Paragraph 5.9. Damage.** Any Owner or Resident who damages, alters or destroys any Poinciana Manor property in a common area, or who removes property from a Poinciana Manor common area, shall be liable for the cost of any and all repairs or replacement of that property.

## **PART 6 – ANIMALS**

**Paragraph 6.1. Policy.** No non-human animals of any kind shall be allowed or kept in any part of the project except as explicitly authorized herein. A dog does not include any of the following breeds of dogs: Pure bred or mixed-breed Rottweilers, Pit Bulls or Doberman Pinschers. These breeds of dogs are not allowed at the project.

**Paragraph 6.2. Weight.** A fish tank may not exceed 25 gallons and a fish tank is not considered an animal. A dog shall not weigh over 60 pounds at maturity. Any other animal shall not weigh over 20 pounds at maturity.

**Paragraph 6.3. Limit.** Unless an animal has been previously grandfathered, an Owner or Resident of an apartment may have one animal. "Animal" means (a) dog [other than a dog listed in paragraph (2)]; (b) cat; (c) bird, or (d) any other small household animal approved by the Board of Directors as set out in the House Rules.

**Paragraph 6.4. Animal Responsibility Statement.** All animal owners must register their animal with the Site/Resident Manager within 14 days of the date the animal is acquired. The animal owner shall sign an Animal Responsibility Statement. The Animal Responsibility Statement is set out in Appendix A. The Animal Responsibility Statement shall be maintained on file with the Site/Resident Manager. All owners with an animal at Poinciana Manor who executed and filed an Animal Responsibility Statement on or before 5:00 p.m. on February 29, 2008 are grandfathered with regard to the Paragraphs 6.2 and 6.3. A tenant shall not have an animal unless (a) authorized in writing by the Owner and (b) any authorization is filed with the Site/Resident Manager and Managing Agent.

**Paragraph 6.5. Nuisance or Disturbance.** The Owner of an animal causing a nuisance or unreasonable disturbance may be fined. In addition, any animal causing a nuisance or unreasonable disturbance to any other occupant of the property may be permanently removed from the project upon notice given by the Board of Directors or the Managing Agent. A nuisance shall include but is not limited to (a) failing to clean up after the animal, (b) animal odors entering the common area or another apartment, (c) unreasonable barking (more than 10 minutes of continuous barking) or other noise disturbances to other apartments, (d) animals with fleas or other bugs which spread to another unit or a common area, and (e) behavior which shows any sign of a dog being vicious. A dog shall be presumed to be vicious if it engages in any of the following activity, whether or not the dog is on a leash: (a) lunges at others, (b) attacks others or attempts to attack others, or (c) attacks or attempts to attack other animals. If a dog engages in any of the activities listed, the Board may require the immediate and permanent removal of the animal from the building. The burden of showing by clear and convincing evidence that the dog is not vicious shall be on the owner of the apartment in which the dog resides.

A dog (or any other animal as may be determined on a case-by-case basis by the Board of Directors) is not authorized at Poinciana Manor unless the owner of the apartment in which the dog or other animal resides provides evidence of a current liability insurance coverage of not less than \$1,000,000. In response to a request by the Board of Directors, the owner of the apartment shall produce evidence satisfactory to the Board of Directors of the insurance liability coverage. Upon failure to produce the evidence of adequate insurance liability coverage, the Board of Directors may order immediate removal of a dog or other animal from the project. To protect the assets of the project from a judgment, the Board of Directors may make reasonable upward adjustments (but not reduce) of the amount of liability insurance coverage required.

**Paragraph 6.6. Damage.** An Owner shall be responsible for any damage at Poinciana Manor caused by any animal housed within the Owner's Apartment, including any and all costs of cleaning, removal and replacement or repair of any damage. The owner of an apartment in which an animal is maintained is responsible for any personal injury or other damage to the project caused by the animal. Damage includes but is not limited to damage to any apartment or common area. The owner's responsibility shall include all costs (including hourly employee expense) to correct damage associated with restoring property to the condition which existed prior to an animal damages. Urine or fecal matter must be picked up and NOT hosed off a lanai over the side of the building.

**Paragraph 6.7. Liability.** An Owner shall be responsible for any personal injury or personal property damage caused to any Owner or Resident or other individual authorized to be at Poinciana Manor by any animal owned by the Owner or Resident. It is the intent of this Paragraph to make Owners responsible for animal damage caused by a Resident using an Apartment with or without the permission of the Owner.

**Paragraph 6.8. Vaccinations.** All animals at Poinciana Manor shall have proper vaccinations and dogs must be registered with the City & County of Honolulu, as required by law.

**Paragraph 6.9. Stray Cats.** Cats found roaming around the property are subject to entrapment by an appropriate authority or the Site/Resident Manager and staff. Cats entrapped by the Site/Resident Manager or staff will be turned over to the appropriate authority.

**Paragraph 6.10. Cleaning Up After an Animal.** A animal owner is responsible for cleaning up after the animal. Failure to clean up after an animal will result in a fine of no less than \$250. A second incidence will result in a fine of no less than \$500. The Board, in its discretion, may order a animal removed from the property upon determination that an Owner has failed to clean up after an animal or has otherwise violated this Part, for a second time.

**Paragraph 6.11. Odors Entering Common Areas or Apartment Units.** An animal owner shall prevent animal odors from entering the common area or another apartment.

**Paragraph 6.12. Commercial Purpose.** An animal owner shall not breed, keep or use animals for any commercial purpose.

**Paragraph 6.13. Courtyard.** Animals are not allowed at any time in the “courtyard”. The “courtyard” is defined as the area shown in Map 1, which is attached to this instrument as Exhibit A and incorporated therein by reference, and includes at least (a) the swimming pool area; (b) the bathrooms; (c) both pavilions; (d) the pergola in the center of the courtyard (but not the pergola adjacent the BBQ area); (e) the BBQ area; (f) the children’s play area; (g) all vegetation areas as shown in Map 1; (h) the walkways as shown in Map 1; (i) the koi pond. The Board of Directors, through a House Rule, may define other areas of the project where animals shall not be allowed.

**Paragraph 6.14. Animal Outside of an Apartment.** An animal is not allowed out of an apartment unless (a) it is on a leash, (b) is caged or (c) is being hand-carried.

**Paragraph 6.15. Grandfather Provisions.** Animals on the grandfathered animal list as it exists on the Amendment to the Second Restatement of the By-Laws dated October 7, 2011. Upon the death of a grandfathered animal, the Owner of the grandfathered animal may replace the animal with another similar animal and continue to do so for as long as the Owner of the animal continues to reside at the project.

**Paragraph 6.16. Guest visiting with animals.** All House Rules regarding ‘Animals’ shall also apply to visiting guests.

**Paragraph 6.17. Assistance Animals.** All assistance animals must comply with the above rules, unless specifically exempted by the Board upon request from the owner of the assistance animal. In processing a request for an exemption, the Board may ask for verification by a qualified person of the need for an assistance animal, unless both the disability and the need for the assistance animal are obvious (such as a seeing-eye or guide dog).

The Board will exempt assistance animals from some rules ***only*** as required by the federal Fair Housing Act (and its State counterpart, Hawaii Revised Statutes Chapter 515). ***The law does not require, however, that we tolerate animals that constitute a nuisance or cause a direct threat to the health or safety of other residents of the building.*** Should the Board determine that an assistance animal is a nuisance or a direct threat to other residents or their property, the animal owner will be given an opportunity to correct the problem. The animal must be removed if its owner is unable to correct the problem.

## **PART 7 – PARKING AREAS**

**Paragraph 7.1. Definition.** Parking stalls, with certain exceptions based on the specific stall, are defined as a generally rectangular area bordered by the parking curb, the parking stall number, the white line on one side and the white support pillars or walls on the other. The area in-between opposing parking stalls is common area and shall not be used for parking or storage of any items, including motorcycles, mopeds and bicycles. Vehicles may not protrude beyond two feet of the parking stall number.

**Paragraph 7.2. Liability.** Parking areas within Poinciana Manor are part of the common area. Poinciana Manor is not responsible for any damage, theft, or other loss by an Owner or Resident or any other individual using a parking area. Parking shall be at the risk of the individual using any parking area. Poinciana Manor assumes no liability for any loss or damage sustained while a vehicle is on the premises.

**Paragraph 7.3. Usage and Waiver**

a. Usage. Unless otherwise authorized by Poinciana Manor pursuant to Paragraph 7.3 (b), each parking stall shall not be used for any purpose other than the parking of one vehicle in each designated stall. A vehicle is hereby defined as: one automobile, one passenger truck or SUV, one passenger van, one or two motorcycles, one or two mopeds, or one motorcycle and one moped. This paragraph prohibits the use of designated parking stalls to park, store or maintain any other items, including but not limited to: bicycles, buses, trailers, recreational vehicles, boats, outriggers, kayaks, jet skis, or other watercraft of any kind. All vehicles are required to be duly licensed by the State of Hawaii or another State with a proper state permit and shall have: current license plates, registration, safety stickers and be in operating condition.

b. Waiver. An Owner may apply to the Site/Resident Manager for a waiver to Paragraph 7.3(a) to permit a parking stall to be used for parking two vehicles, as defined in Paragraph 7.3(a) upon a good cause showing that the Owner or the Owner's tenant would face an undue hardship should two vehicles not be permitted in a parking stall and upon a showing that both vehicles will remain within the bounds of the designated parking stall. All requests for a waiver must be made by the Owner, in writing, to the Site/Resident Manager. The Board of Directors retains approval authority for all waivers. All waivers will be documented in writing and granted on a month to month basis. Should the hardship continue after expiration of the waiver, the Owner must reapply for a waiver. A tenant does not have standing to apply for a parking use waiver.

**Paragraph 7.4. Bicycles and other riding devices.** Use of bicycles, skateboards, roller skates, scooters and other riding devices as may be determined by the Board of Directors are not permitted in the garage area unless properly stored in a designated bicycle storage area. Bicycles and other riding devices must be walked out of the garage before being used.

**Paragraph 7.5. Improper Parking.** No vehicle belonging to an Owner or Resident may be parked in such a manner as to impede or prevent ready access to another Owner's or Resident's parking space or to the garage. A vehicle shall not be parked in the parking stall of another without permission from the Owner or Resident entitled to use the stall.

**Paragraph 7.6. Noise.** An individual driving in the garage shall not drive over five miles per hour, rev the car engine, play loud music or cause or permit the blowing of any horn of any vehicle, unless required to prevent an accident.

**Paragraph 7.7. Registration of Cars and Parking Decals.** Any car or truck parked in the garage must plainly display a valid Poinciana Manor parking decal. Any motorcycle or moped parked in the garage must display a valid Poinciana Manor parking decal to be located on the motorcycle or moped at a place to be determined on a case-by-case basis by the Site/Resident Manager.

**Paragraph 7.8. Guest Parking.** Unless authorized by the Site/Resident Manager, an individual who resides at Poinciana Manor shall not use the guest parking stalls. Any vehicle parked in guest parking between the hours of 2:00 a.m. and 7:00 a.m. and any vehicle of any guest staying at Poinciana Manor more than 24 hours and utilizing guest parking shall obtain a guest parking permit and display the permit on the dash of the vehicle. A guest parking pass may be obtained at the Site/Resident Manager's office.

**Paragraph 7.9. Extended Absence.** An Owner or Resident leaving a vehicle at Poinciana Manor during an extended absence shall make arrangements to have the vehicle moved should it become necessary to accommodate repairs or other needs requiring access to the parking stall in which the vehicle is parked. The Site/Resident Manager shall be notified of the arrangement. If the Site/Resident Manager has not been notified, and should it become necessary to move the vehicle, the Site/Resident Manager is authorized to have the vehicle towed at the sole risk and expense of the Owner or Resident. Employees of Poinciana Manor are not authorized to operate vehicles owned by an Owner or a Resident. Should an Owner or Resident disregard this Paragraph and authorize an employee to move a vehicle at the request of the Owner or Resident, the employee acts as an agent of the Owner or Resident (and also acts outside the scope of the employee's employment) and any damage caused by the agent shall be the sole responsibility of the Owner, Resident or agent and not of Poinciana Manor, the Site/Resident Manager, or the Managing Agent.

**Paragraph 7.10. Repairs.** No maintenance or repair of vehicles, other than maintenance or repairs of a minor nature, shall be performed at Poinciana Manor, including the garage, guest parking areas, or the carwash area. Repairs of a minor nature include such things as changing a flat tire, jumping or replacing a battery, checking and maintaining tire pressure and adding window washing fluid. Repairs of a non-minor nature include but are not limited to changing oil, working on motors, working on brakes, working on transmissions or changing transmission fluid. The Site/Resident Manager is authorized to determine whether a repair is a minor repair consistent with the examples of minor repairs and non-minor repairs set out in this Paragraph.

**Paragraph 7.11. Towing.** The Site/Resident Manager, upon such notice as the Site/Resident Manager deems appropriate on a case-by-case basis (including no notice), is authorized to remove and tow at the vehicle Owner's expense any vehicle parked in violation of these House Rules. The Site/Resident Manager is further authorized to boot a vehicle parked in violation of these regulations. The cost of removing the boot shall be at least \$100.00.

## **PART 8 – LANAIS, PATIOS & DOORWAYS**

**Paragraph 8.1. Use.** Except as otherwise provided in this Part, only patio furniture and plants may be placed on a lanai. With prior written approval of the Board of Directors, a wood lattice may be installed on the inside of the railings of a third or fourth floor lanai. Any lattice shall be painted the same color as the railings. Paint will be made available to an owner at no expense to the owner.

**Paragraph 8.2. Bicycles and other items.** Bicycles and other items may be placed on a lanai if the bicycle and other items are not visible from any common area or another lanai. A bicycle or other item is not visible from another lanai when a person standing on that portion of any lanai common to the second, third or fourth floor cannot see the bicycle or other item.

**Paragraph 8.3. Cooking.** An Owner or Resident shall not cook on a lanai. Because of the risk of fire, an immediate fine may be imposed for each instance of barbecuing on lanais.

**Paragraph 8.4. Clothes.** An Owner or Resident shall not dry or air clothes or any other articles on a lanai.

**Paragraph 8.5. Planters/Flower Boxes.** Notwithstanding Paragraph 8.1, a planter for plants or flower box is not permitted on a lanai when the planter or flower box exceeds the height of a cement (second floor) or wood lanai railing (third or fourth floors). No planters, flower pots, or boxes shall be placed and maintained on the outside of any lanai or patio railings. A hanging planter shall not be permitted from the ceiling of any lanai unless the Site/Resident Manager determines that the planter is properly secured. Second floor units may place up to 2 planters no smaller 14" x 14" and no larger than 24" x 24" in front of their window facing the second floor deck, but not to impede ingress or egress.

**Paragraph 8.6. Satellite Dishes.** See Appendix E.

**Paragraph 8.7. Animal Feeding.** An Owner or Resident shall not feed any animal, including wild birds or other wild animals, anywhere at Poinciana Manor, including on a lanai or patio.

**Paragraph 8.8. Debris.** An Owner or Resident shall not permit debris from its lanai to fall on another lanai or any common area. Owners or Residents shall not dust or shake any mop, cloth, broom, rug or similar item from a lanai, patio, or common element. An Owner or Resident shall not sweep dirt, debris, or water over or off a lanai or patio. An Owner or Resident shall not throw cigars, cigarettes, other tobacco items, bottles, cans, and other objects from a lanai or patio. An immediate fine may be imposed for each violation of this rule and the Association may seek the eviction of the persons responsible if they are tenants.



**Paragraph 8.9. Fire Arms.** An Owner or Resident shall not use any fire arm, including "bb" guns and air rifles, at Poinciana Manor. An immediate fine may be imposed for each violation of this rule and the Association may seek the eviction of the persons responsible if they are tenants.

**Paragraph 8.10. Fireworks.** An Owner or Resident shall not use fireworks at Poinciana Manor. An immediate fine may be imposed for each violation of this rule and the Association may seek the eviction of the persons responsible if they are tenants.

**Paragraph 8.11. Wind Chimes.** An Owner or Resident shall not hang wind chimes anywhere on a lanai.

**Paragraph 8.12. Modification to Lanai Flooring.**

a. Requirement of Approval. An Owner or Resident shall not carpet, tile, paint, cover or otherwise modify a lanai or patio surface in any manner unless the Owner obtains written approval from the Board of Directors. To obtain written approval, an Owner or Resident shall submit a written proposal to the Board of Directors. The proposal shall be sufficiently complete to permit the Board of Directors to make an informed decision on whether or not a modification should be approved.

b. Requirement for Owner Approval. Any proposal submitted by a Resident must have the approval of the Owner.

c. Right of Comment. Any Owner who is directly affected by the proposed modification has the right to comment on the modification before approval or denial by the Board of Directors. The Owner seeking to make the modification must establish that any Owners directly affected by the proposal has been notified that the proposal is being submitted to the Board of Directors and advise those Owners that it may submit their views to the Board of Directors.

d. Conditions of Approval.

(1) Licensed Contractor. If approval for the modification is given by the Board of Directors, the modifications must be performed and completed by a licensed contractor, the identity of which shall appear in the proposal. The licensed contractor must submit a Certificate of Insurance, naming Poinciana Manor and the Managing Agent as additional insured.

(2) Owner's Agreements. The Owners must sign documentation agreeing to the following: the Owner agrees to (1) hold Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager harmless should any damage result, directly or indirectly, from the modification, (2) accept any risk associated with the modification, and (3) indemnify Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager for any expense for repair of the project or any common element which is adversely affected as a result of the modification.

(3) The Owner must have the concrete sealed before proceeding with the lanai alteration.

e. Recordation of Decision. The proposal, a copy of the minutes approving or disapproving the proposal and any documentation required to be signed by the Owner or Resident shall be filed and remain on file with the Site/Resident Manager and Managing Agent and must be disclosed to any subsequent Owner in the event of a sale of the unit in which a modification was made.

f. Modification without Approval. In the event approval is not obtained and an Owner or Resident nevertheless carpets, tiles, paints, covers or otherwise modifies a lanai or patio surface in any manner, the Owner or Resident is responsible for all costs incurred as a result of any damage caused, directly or indirectly, by the modification as well as any damage caused by a failure to comply with the requirements of this Part. The Board of Directors may require an Owner or Resident making a modification without its approval to restore the lanai or patio to its original condition and all expenses of restoring the lanai or patio to its original conditions shall be paid by the Owner or Resident.

**Paragraph 8.13. Retractable Awnings – Second Floor.**

a. Requirement of Approval. An Owner or Resident shall not place, hang or install any Retractable Awning or coverings without written approval. To obtain written approval an Owner shall fill out the proper form obtained from the Site/Resident Manager. The proposal shall be sufficiently complete to permit the Site/Resident Manager to make an informed decision on whether or not a modification should be approved.

b. Requirement for Owner Approval. Any proposal submitted by a Resident must have the approval of the Owner.

c. Restrictions. Owners of second floor units may install, after obtaining written approval from the Site/Resident Manager, a custom retractable awning, subject to the following restrictions.

(1) All awnings must be retractable.

(2) The fabric must be a sand color.

(3) All awnings must have a white supporting structure and frame.

(4) Awnings must be maintained in reasonable condition at the Owner's expense. Should any damage, evidence of wear, or lack of maintenance become apparent, the awning and all ancillary equipment involved must be removed at the discretion of the Board of Directors. The awning and ancillary equipment may not be reinstalled until properly repaired to the satisfaction of the Board of Directors at the Owner's expense.

d. Conditions of Approval.

(1) Licensed Contractor. If approval for the modification is given by the Board of Directors, the modifications must be performed and completed by a

licensed contractor, the identity of which shall appear in the proposal. The licensed contractor must submit a Certificate of Insurance, naming Poinciana Manor and the Managing Agent as additional insured.

(2) Owner's Agreements. The Owners must sign documentation agreeing to the following: the Owner agrees to (1) hold Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager harmless should any damage result, directly or indirectly, from the modification, (2) accept any risk associated with the modification, and (3) indemnify Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager for any expense for repair of the project or any common element which is adversely affected as a result of the modification.

e. Recordation of Decision. The proposal, a copy of the minutes approving or disapproving the proposal and any documentation required to be signed by the Owner or Resident shall be filed and remain on file with the Site/Resident Manager and Managing Agent and must be disclosed to any subsequent Owner in the event of a sale of the unit in which a modification was made.

f. Modification without Approval. In the event approval is not obtained and an Owner or Resident places or installs an awning on the unit's lanai, the Owner or Resident is responsible for all costs incurred as a result of any damage caused, directly or indirectly, by the modification as well as any damage caused by a failure to comply with the requirements of this Paragraph. The Board of Directors may require an Owner or Resident making a modification without its approval to restore the lanai or patio to its original condition and all expenses of restoring the lanai or patio to its original conditions shall be paid by the Owner or Resident.

**Paragraph 8.14. Lanai Sun Shades and Awnings – All Units**

a. Requirement of Approval. An Owner or Resident shall not place, hang or install any lanai sun shades or coverings without written approval. To obtain written approval an Owner shall fill out the proper form obtained from the Site/Resident Manager's office. The proposal shall be sufficiently complete to permit the Site/Resident Manager to make an informed decision on whether or not a modification should be approved.

b. Requirement for Owner Approval. Any proposal submitted by a Resident must have the approval of the Owner.

c. Approved Sun Shades. An Owner or Resident may install, after obtaining written approval from the Site/Resident Manager, a "Coolaroo® Desert Sand Sun Shade." No other brand, type or color of shade is authorized. If a Coolaroo® shade is no longer available or no longer produced, the Site/Resident Manager has the authority to approve a similar shade. Retractable awnings are not permitted on the third and fourth floors.

d. Conditions of Approval. The Owners must sign documentation agreeing to the following: the Owner agrees to (1) hold Poinciana Manor, the Board of Directors, the

Managing Agent and the Site/Resident Manager harmless should any damage result, directly or indirectly, from the modification, (2) accept any risk associated with the modification, and (3) indemnify Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager for any expense for repair of the project or any common element which is adversely affected as a result of the modification.

e. Recordation of Decision. The proposal, a copy of the minutes approving or disapproving the proposal and any documentation required to be signed by the Owner or Resident shall be filed and remain on file with the Site/Resident Manager and Managing Agent and must be disclosed to any subsequent Owner in the event of a sale of the unit in which a modification was made.

f. Modification without Approval. In the event approval is not obtained and an Owner or Resident places or installs a sun shade, covering or awning on the unit's lanai, the Owner or Resident is responsible for all costs incurred as a result of any damage caused, directly or indirectly, by the modification as well as any damage caused by a failure to comply with the requirements of this Paragraph. The Board of Directors may require an Owner or Resident making a modification without its approval to restore the lanai or patio to its original condition and all expenses of restoring the lanai or patio to its original conditions shall be paid by the Owner or Resident.

**Paragraph 8.15. Screen and Security Doors.**

a. Requirement of Approval. An Owner or Resident shall not hang or install any screen or security door in front of the unit's entrance door without written approval. To obtain written approval, an Owner shall fill out the proper form obtained from the Site/Resident Manager's office. The proposal shall be sufficiently complete to permit the Site/Resident Manager to make an informed decision on whether or not a modification should be approved.

b. Requirement for Owner Approval. Any proposal submitted by a Resident must have the approval of the Owner.

c. Approved Screen and Security Doors. Owners may install, after obtaining written approval from the Site/Resident Manager, only Bronze or Brown screen door or a black, mesh type, security door. No other color screen or security door is authorized.

d. Conditions of Approval. The Owners must sign documentation agreeing to the following: the Owner agrees to (1) hold Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager harmless should any damage result, directly or indirectly, from the modification, (2) accept any risk associated with the modification, and (3) indemnify Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager for any expense for repair of the project or any common element which is adversely affected as a result of the modification.

e. Recordation of Decision. The proposal, a copy of the minutes approving or disapproving the proposal and any documentation required to be signed by the Owner or Resident shall be filed and remain on file with the Site/Resident Manager and Managing Agent and must be disclosed to any subsequent Owner in the event of a sale of the unit in which a modification was made.

f. Modification without Approval. In the event approval is not obtained and an Owner or Resident places or installs a screen or security door, the Owner or Resident is responsible for all costs incurred as a result of any damage caused, directly or indirectly, by the modification as well as any damage caused by a failure to comply with the requirements of this Paragraph. The Board of Directors may require an Owner or Resident making a modification without its approval to remove the door and restore the doorframe to its original condition and all expenses of removing the screen or security door and restoration of the door frame to its original condition shall be paid by the Owner or Resident.

#### **Paragraph 8.16. Air Conditioning Units**

a. Requirement of Approval. An Owner or Resident shall not install and operate any air conditioning units without written approval. To obtain written approval, an Owner shall fill out the proper form obtained from the Site/Resident Manager's office. The proposal shall be sufficiently complete to permit the Site/Resident Manager to make an informed decision on whether or not an air conditioning unit should be approved. This information should include, at a minimum, the brand of the air conditioning unit, the number of BTU's, whether it is a window unit or portable unit and whether it is a "no drip" unit.

b. Requirement for Owner Approval. Any proposal submitted by a Resident must have the approval of the Owner.

c. Air Conditioner Restrictions.

(1) Type. Window air conditioning units are only allowed in the main living room and in any bedroom, which does not face a common element hallway (typically the master bedroom). If an Owner wishes to install an air conditioner in a room in which the windows face a common element hallway (typically the guest bedroom), the Owner must use a portable air conditioner, window air conditioners in these rooms are prohibited. The portable air conditioner must utilize a vent through the jalousie windows using a proper jalousie vent adaptor.

(2) BTU Limitations. Window units located in the living room area must be 12,000 BTUs or less. Window units located in any bedroom must be 10,000 BTU's or less.

(3) Current. The air conditioning unit must operate on 110 volt current. Units which operate on 220 volt current are prohibited.

(4) Water Condensation. The Owner must ensure that any water condensation caused by the air conditioner must not drip or leak on to another Owner's unit.

(5) Window Air Conditioner Housing. The outside of any modification made to secure the air conditioner must be painted with the approved Poinciana Manor shade of brown. This paint will be made available to owners at no expense to the Owner.

d. Conditions of Approval. The Owners must sign documentation agreeing to the following: the Owner agrees to (1) hold Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager harmless should any damage result, directly or indirectly, from the modification, (2) accept any risk associated with the modification, and (3) indemnify Poinciana Manor, the Board of Directors, the Managing Agent and the Site/Resident Manager for any expense for repair of the project or any common element which is adversely affected as a result of the modification.

e. Recordation of Decision. The proposal, a copy of the minutes approving or disapproving the proposal and any documentation required to be signed by the Owner or Resident shall be filed and remain on file with the Site/Resident Manager and Managing Agent and must be disclosed to any subsequent Owner in the event of a sale of the unit in which a modification was made.

f. Modification without Approval. In the event approval is not obtained and an Owner or Resident places or installs air conditioning unit(s) on the unit's window(s), the Owner or Resident is responsible for all costs incurred as a result of any damage caused, directly or indirectly, by the modification as well as any damage caused by a failure to comply with the requirements of this Paragraph. The Board of Directors may require an Owner or Resident making a modification without its approval to restore the window(s) to its original condition and all expenses of restoring the window(s) to its original conditions shall be paid by the Owner or Resident.

## **PART 9 – ENFORCEMENT PROCEDURES**

**Paragraph 9.1. Enforcement Responsibilities**. All Owners and Residents of Poinciana Manor are subject to the Declaration, Bylaws and these House Rules (hereinafter collectively "**Documents**"). An Owner not residing in an Apartment and authorizing a Resident to reside in the Apartment is responsible for ensuring that the Resident complies with all terms of the Documents. An Owner may be, and usually will be, sanctioned for a violation of a Resident of an Apartment owned by the Owner.

**Paragraph 9.2. Reporting of Violations**. A violation of any provision of the Documents by any person shall be reported, whenever possible, in writing, to the Site/Resident Manager, Managing Agent or watchperson. Complaints in writing shall be made using the standard "Complaint Form" set out in Appendix B of these House Rules or by a letter clearly setting out the alleged violation. The Site/Resident Manager or Managing Agent may require an Owner or Resident making an oral complaint to reduce the complaint to writing.

**Paragraph 9.3. Sanctions.** After a determination by the Site/Resident Manager or Managing Agent that a violation of the provisions of the Documents has occurred, the Site/Resident Manager or Managing Agent may issue a "Sanctions Letter" (see Appendix D to these House Rules) to the violator. The notice shall be sent in accordance with Paragraph 9.6. The notice will inform the violator of the offense and the amount of any fine imposed. The maximum sanction authorized is \$500.00.

**Paragraph 9.4. Cease and Desist.** In lieu of a sanction, the Site/Resident Manager or Managing Agent may issue a "Notice to Cease and Desist" (see Appendix C of these House Rules) if either has reason to believe a violation has occurred.

**Paragraph 9.5. Board of Directors Authority.** The Board of Directors has the inherent authority to issue Sanctions or a Notice to Cease and Desist at any time when, based on its discretion, it determines it to be appropriate.

**Paragraph 9.6. Notice.** Notice will be to the alleged violator (1) by first class mail or (2) by hand delivery. The date and method of delivery will be recorded by the Site/Resident Manager or Managing Agent. The alleged violator shall have no more than 48 hours to cease and refrain from the actions that led to the violation. A cease and desist period of less than 48 hours may be given in the event the violation involves a safety or similar matter.

**Paragraph 9.7. Appeals.** After a fine or sanction has been issued, an Owner or Resident has thirty (30) calendar days to submit any appeal. Any appeal shall be in written form and submitted to the Site/Resident Manager. The appeal will be considered by the Board of Directors and the results of the appeal will be provided to the Owner or Resident at or following the next regularly scheduled Board of Directors meeting. The Board of Directors will not entertain, review or act on any oral appeals. No more than one appeal (decision of first appeal is binding.)

**Paragraph 9.8. Continuing Violations.** In the case of a continuing violation or non-compliance, each day may constitute a separate violation.

**Paragraph 9.9. Other Remedies.** These procedures and sanctions supplement and do not supersede or negate any other available form or relief for violations available, pursuant to the Documents, without limitation, self-help to abate the violation, charges for damages and repairs, and legal action. Sanctions do not relieve any persons from abiding by any and all of the requirements of the Documents.

**Paragraph 9.10. Assessed Fines.** Fines assessed pursuant to the Documents will be added to the Owner's account for assessments and, if unpaid after demand, will be collected pursuant to appropriate collection procedures. Poinciana Manor has, as a remedy for the collection of unpaid charges, all of its rights and remedies under the Documents for the collection of unpaid assessments.

**Paragraph 9.11. Precedence.** Any decision by the Site/Resident Manager, Managing Agent or Board of Directors, with respect to a violation, to impose or not to impose

sanctions, in whole or in part, will be made on a case-by-case basis. A decision made in one case will be without precedent. Any prior failure to enforce any violations will not constitute a waiver against enforcing any subsequent violation by the same or different Owners or Residents.

**Paragraph 9.12. Association Rights.** The time periods stated in these House Rules serve as minimum guidelines. Failure to strictly observe these guidelines will not be construed as a waiver by Poinciana Manor of any authority to enforce the requirements of the Documents.

**Paragraph 9.13. Interpretation of House Rules.**

- a. The House Rules shall be construed consistent with the Hawaii Revised Statute (including amendments) and the Condominium Instruments (including amendments) and any provision of the Condominium Instruments deemed to be inconsistent with a provision of these House Rules shall be deemed to control over that specific provision of the House Rule.
- b. At the written request of an Owner, the Board of Directors may render an interpretation of a House Rule.

**Paragraph 9.14. Savings provision.** Should any provision of these House Rules be decreed or ruled to be invalid by a competent authority, then such portion shall be deemed severable and the remaining provisions shall not be considered impaired or invalid.

**Paragraph 9.15. Schedule of Fines for Violations of The Declaration, By-Laws, and House Rules.**

- a. **Citations:** Each citation issued shall briefly describe the nature of the violation; date of the violation; apartment number; and name of parties involved, if known. The original citation shall be sent to the apartment owner (who shall be responsible for payment of any applicable fine, as outlined below). If the owner of the apartment is not an occupant, then copies of citations also will be given or sent to the owner's tenant if the offender is the tenant, or the guest, family member, agent, or employee of the tenant (provided, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine).
- b. **Fine System:** If the House Rules provide an immediate fine for the violation that occurred, then the Board, Managing Agent, or Site/Resident Manager shall impose a fine in the amount provided in the House Rules. Otherwise, if the Board, Managing Agent, or Site/Resident Manager determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued to the apartment owner and violator (if the violator is not an owner) informing them of the amount of the proposed fine. Except as otherwise provided in this resolution and in the House Rules, citations and fines shall be issued and imposed as follows:
  - i. First offense: a written citation given or sent to the unit owner.
  - ii. Second offense: a written citation given or sent to the unit owner and a \$50 fine assess against the owner.
  - iii. Third offense: a written citation given or sent to the unit owner and a \$50 to \$100 fine assessed against the owners.



- iv. Fourth and subsequent offenses: a written citation given or sent to the unit owner and a \$100 to \$250 fine assessed against the owner for each offense.

Any action which in the opinion of the Board of Directors creates a hazard, hardship, danger or harm to resident of the project will result in a citation and an **immediate** fine assessed against the Owner(s). The Board of Directors reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the House Rules that may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any apartment occupant. In addition, the Board may seek the eviction of the persons responsible if they are tenants.

Note: A violation which has not been corrected within ten (10) days of the date of a citation will be considered another violation and subject to another citation and a fine.

Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed.

The Board delegates primary enforcement to the Managing Agent and/or Site/Resident Manager. The Board delegates its authority to the Association's Site/Resident Manager or security guards to issue citations.

A subsequent violation does not need to be for the same kind of violation. For Example, if person first receives a citation for improper parking and then a citation for noise, that person may be fined for the second offence. Violations stay on record for one year.

- c. **Payment of Fines and Liability:** Apartment owners shall be liable for their own fines and for fines assessed against their tenants and their own and their tenants' guests, family members, agents, or employees. A fine must be paid by the apartment owner to the Association within thirty (30) days of the citation and assessment of the fine. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in Article V, Section 8 of the By-Laws and Section 514B-146 of the Hawai'i Revised Statutes for collection of delinquent assessments. The owner may be assessed late fees and/or interest in accordance with the Declaration, the By-Laws, and this resolution.
- d. **Appeal of Fines:** Any citation of fine may be appealed as provided in this Section IV.
  - Within thirty (30) days of the date of a citation or fine, an owner or other offenders may appeal to the Board by mailing or delivering written notice of appeal to the Board or the Managing Agent.
  - If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for appeal,

the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information of the Board may ask the person to appear

- The Board may reduce, suspend or cancel any citation of fine after consideration of the appeal. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal.
  - Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an owner's apartment. However, unless the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or fines imposed for the offense which is the subject of the appeal.
  - Failure of the owner or violator to appeal within thirty (30) days of receipt of the citation shall result in the automatic imposition of the sanction or fine, if any, in the amount proposed in the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.
- e. **Legal Action:** Nothing contained in this Resolution shall be interpreted to prevent or delay the Board of Directors, Managing Agent or Site/Resident Manager from immediately enjoining, abating, removing, or remedying – through automatic fines, legal action, or any other means – any violation or breach which may impair or in any way affect the value or safety of the project or the use enjoyment, safety or health of any apartment occupant.

## **PART 10 – EMERGENCIES**

**Paragraph 10.1. Reporting Emergencies.** Any emergency should be reported immediately to the Site/Resident Manager or in the Site/Resident Manager's absence, a watchperson. Persons reporting a fire or crime should first call 911 and then the Site/Resident Manager. An emergency includes, but is not limited to, a fire, crime, exposed or wet wiring connector, roof leak, overflow of water, backup of any plumbing fixture or other matters affecting the safety or property of any portion of Poinciana Manor. In the event of a fire alarm sounding, all individuals shall immediately leave all buildings and may reenter the buildings only upon authorization by an appropriate authority.

## **PART 11 – NON-DISCRIMINATION POLICY**

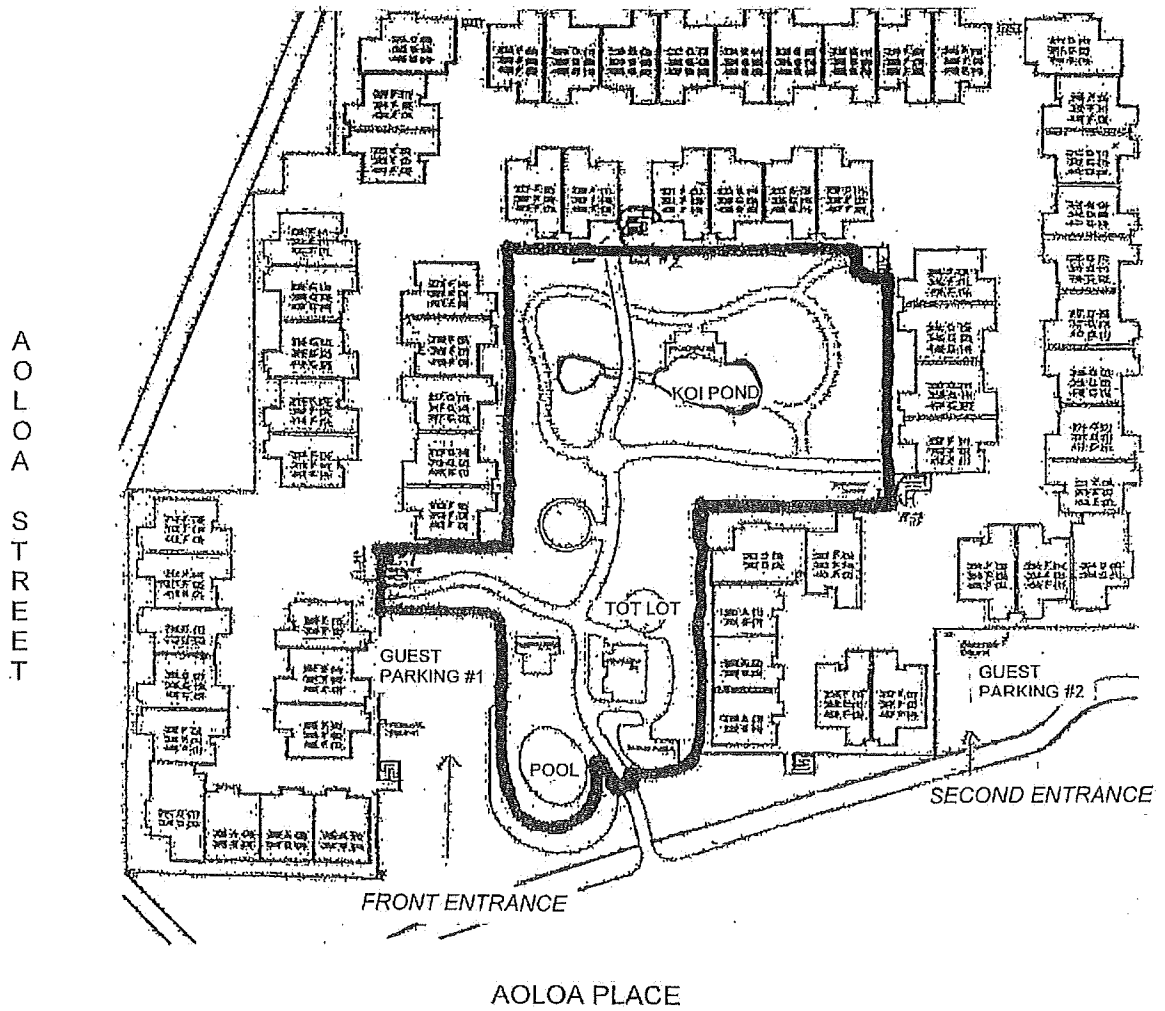
Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and

facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- \* In granting or withholding any approval or consent required 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 visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- \* In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association will require written confirmation of the disability from a qualified physician, including a statement from the physician as to the reasonable accommodation which is being requested. Please contact the Site/Resident Manager or Managing Agent if you have any questions.

# EXHIBIT A



MAP 1

## **PART 12**

# **ARCHITECTURAL STANDARDS DESIGN REVIEW MANUAL**

## INTRODUCTION

The Board of Directors of Poinciana Manor is dedicated to helping each Owner achieve the level of improvement and use desired for their unit. While there are established provisions in the Declarations, By-Laws, House Rules; these Architectural Standards are designed to add clarity to the process.

The Board is pleased to provide these Architectural Standards Design Review Manual for your use. Before making any alterations or additions to your apartment, please refer to these guidelines. All Category B, C, and D maintenance, modification and renovations require notification and approval as spelled out in this document.

For leasehold apartments, the approval of the **lessor** is also required, even if the alteration is nonmaterial and confined within an apartment. The approval of the Residuary Limited Partnership is required for any leasehold apartment. In spite of this manual, the governing documents requires approval of a percentage of owners for certain alterations.

The subjects of Maintenance, Modification, and Renovation are organized into four categories:

- Category A** Work requiring no management or Board notification or approval
- Category B** Minor work requiring Site Manager notification and approval
- Category C** Major work requiring Board notification and written approval
- Category D** Requires a vote of the owners

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## SECTION 1

### PERMISSIBLE CONSTRUCTION HOURS

Monday through Friday: Construction activity is permissible between 8:00 am and 5:00 pm

Saturday: Construction activity is permissible between 9:00 am and 5:00 pm

Sundays and Holidays: **NO CONSTRUCTION ACTIVITY**

The Association is exempt from these hours for emergencies unless otherwise mandated by law.

**“Construction Activity”** means any and all activities, including but not limited to those necessary or incidental to the erection, demolition, assembling, renovating, installing or equipping of elements of the condominium.

**“Holidays”** means a day observed by Federal or State law.

**“Emergency”** means any condition that requires immediate attention or corrective action to avoid probable danger to property or to the health and safety of people.



## SECTION 2

### CATEGORY A DEFINED:

Work requiring no management or Board notification or approval; work that may be undertaken by the homeowner.

1. Interior painting (excluding the walls and ceiling of the lanais)
2. Application of wallpaper or wall covering to interior of apartment
3. Installation of drapery, mini-blinds or vertical blinds.  
PLEASE NOTE: white or off white is required for drapery lining and blinds.
4. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets at the original locations (provided no addition or alteration of wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other non built-in appliances.
5. Replacement of window screens
6. Replacement of existing ceiling light fixture with new fixture or ceiling fan.
7. Installation of drywall inserts, picture hooks or similar type fasteners.
8. Changing any major appliance, toilet, sink or lavatory when no electrical wiring and/or plumbing alterations are required.

(See Category C restrictions when alterations to electrical wiring and/or plumbing are required; and/or new installation will be in a new location.)

## SECTION 3

### CATEGORY B DEFINED:

Minor maintenance, modification and renovation work that requires Onsite Manager notification and approval.

1. **REPLACEMENT OF BATHTUB/SHOWER** when replacement is no larger than original and located in the same space  
(See Category C restrictions when replacement is larger in volume or dimensions)
2. **REPLACEMENT OF KITCHEN OR BATHROOM CABINETS** if installed in original location and no electrical wiring and/or plumbing alterations are required.  
(See Category C restrictions when alterations to electrical wiring and/or plumbing are required; and/or new installation will be in a new location.)
3. **REPLACEMENT OF CIRCUIT BREAKERS AND BUSSING OF THE UNIT ELECTRICAL PANEL.** A licensed electrician is required for this work.
4. **SUN SHADES AND RETRACTABLE AWNINGS**
  - A. Approved Sun Shades:  
Owners on all floors may install a "Coolaroo" Desert Sand Sun Shade"; no other brand, type or color is authorized. (Available through Home Depot, Lowes, or online, and Costco)
  - B. Approved Retractable Awnings:  
+Retractable Awnings are allowed on Second Floor apartments only.  
+Owner must fill out a proper form obtained from Onsite Manager.
    - +Owner may install a "Coolaroo" Desert Sand Sun Shade".
    - +All awnings must be retractable.
    - +All awnings must have a white supporting structure/frame
    - +Awnings must be maintained in reasonable condition at the Owner's expense.
    - +Should any damage, evidence of wear, or lack of maintenance become apparent, the awning and all ancillary equipment must be removed at the discretion of the Board.
5. **SECURITY/SCREEN DOORS:** An owner must fill out proper form obtained from Onsite Manager for approval. Security/Screen doors must be Bronze, Brown or Black.  
Please Note: The Front Entry Door to each unit is a common element that belongs to The Association. Only the Association may perform any alterations or painting to the exterior/common area.

6. **AIR CONDITIONERS—GUIDELINES**

Air Conditioner Restrictions:

Type: Window air conditioning units are only allowed in the main living room and any bedroom that does not face a common element hallway. If an Owner wishes to install an air conditioner in a room that faces a common element hallway (typically the guest bedroom), the Owner must use a portable air conditioner. The portable air conditioner must utilize a vent through the jalousie windows with the proper vent adaptor.

BTU Limitations: Window units located in the living room must be 12,000 BTU's or less.

Current: The air conditioning unit must operate on 110 volt current. 220 Volt equipment is prohibited.

Water Condensation: The Owner must ensure that any water condensation caused by the air conditioner must not drip or leak onto another Owner's unit or a common element.

Window Air Conditioning Housing: The outside of any modification made to secure the air conditioning in it must be painted with the approved Poinciana Manor shade of brown. This paint will be made available to owners at no expense to the Owner.

## SECTION 4

### CATEGORY C DEFINED:

Major modification and renovation work that requires Board notification, approval, use of licensed contractors, and typically, permits from the City and County of Honolulu. Contractors must submit certificate of insurance to Onsite Manager prior to commencing work. For major modifications, the owner will be required to sign a recordable maintenance agreement (indemnity provision). The agreement will be recorded in the Bureau of Conveyances to inform all future owners of their obligations concerning the modifications.

An Owner must submit a written proposal to the Board of Directors for review and approval no less than two weeks prior to the monthly Board meetings. The proposal may be mailed to:

Poinciana Manor  
c/o Touchstone Properties  
680 Iwilei Road Suite 777  
Honolulu, Hawaii 96817

Alternatively, the proposal may be delivered to the Onsite manager's office at Poinciana Manor.

**PLEASE NOTE:** The Board of Directors meets most months on the second Thursday of the month, at which time proposals are considered and acted upon.

1. **Relocation** of electrical lines, junction boxes and other electrical components requires Board approval and shall be done by a licensed electrician and may require a permit from the City and County of Honolulu.
2. **Relocation** of any plumbing and drain lines.
3. **Relocation of, or modification to**, common drain, plumbing or water lines concealed within a common element.
4. **Relocation of, or modification to**, electrical lines, junction boxes, unit electrical panel or any other electrical component concealed within a common element.
5. **Replacement** of an existing bathtub/shower with a tub/shower of larger dimensions and or volume.
6. **Relocation** of any major appliance or toilet, sink or lavatory.
7. **Relocation** and/or alteration to any walls.
8. **Any relocation and/or alteration to load bearing walls requires the approval and stamp of a structural engineer prior to commencing any such work.**

9. **WINDOWS AND SLIDING GLASS DOORS**

Owners are responsible for the sliding glass door(s) and the window(s) located on the wall(s) separating the apartment interior from the lanai(s). All other windows are perimeter windows and are the Association's responsibility. Please notify the on-site manager of any maintenance issues and/or need for replacement of the common area windows.

Owners may replace the sliding glass door(s) and windows that separate the apartment interior from the lanai(s). Replacement sliding glass doors and windows must match the frames, design and color of the existing frames.

Replacement jalousies may be of either 4" or 6" glass widths.

If the owner or his tenant breaks any window (operation of or the glass), the cost to repair or replace is the responsibility of the owner .

10. **Installation or replacement of flooring material.** ALL new flooring, including carpet, ceramic tile, marble or wood, requires an acoustic underlayment. The combination of the underlayment and flooring for tile, marble or wood must achieve 70IIC (Impact Isolation Class). Underlayment for carpet requires "Smart Cushion" IIC padding.

## SECTION 5

### CATEGORY D DEFINED:

The approval of a **majority of owners**.

1. The approval of a **majority of owners** is required for signs, fences, walls and alterations and additions to the common elements (Article V, Section 3(f) of the Restated By-Laws). The apartments include the air space, the partition walls, the interior fixtures, and the interior decorated or finished surfaces between the walls, floors, and ceilings of the apartments and the lanais (see Paragraph A 1(d) of the Restated Declaration).
2. Alterations that are different in any material respect from the condominium map are not permitted, unless the owner has complied with the Declaration (i.e., the owner has obtained 67% approval, or the owner is disabled and is entitled to a reasonable accommodation modification).
3. The Declaration and By-Laws require the approval of a percentage of owners for certain alterations, and the approval of the lessor for leasehold apartments. Despite these requirements, a disabled occupant will be permitted to make reasonable modifications to the occupant's apartment or the common elements, provided that the reasonable modification is made at the occupant's expense, with the Board's approval, and the modification is necessary for the disabled occupant to fully enjoy the premises. A disabled occupant who requests such reasonable modifications will not be required to obtain the approval of the owners. In addition, owners of leasehold apartments should check with their lessor for any requirements for modifications.
4. Licensed electricians and licensed plumbers are required for any electrical and plumbing modifications.

## SECTION 6

### PROCEDURES AND REQUEST FORM INSTRUCTIONS

Request Forms are to be completed by the Owners only.

The Request Forms should be completed with all information necessary for review and approval.

The Owner, by submitting a Request Form, agrees to indemnify and defend the Board and Association of Apartment Owners against and hold them harmless from all damages, losses, liabilities, expenses (including reasonable attorney fees), obligations, claims demands cause or causes of action and/or damage to the Unit or appurtenant limited common elements of the project or arising out of the construction and/or use of the alterations or by any acts of the Owners, their agents, contractor or employees.

This provision shall survive the completion of the construction.

#### **Submission of Request Forms:**

All forms and/or proposals should be mailed or hand delivered to the address below or hand delivered to the Onsite manager. The Board of Directors meets most months on the second Thursday of the month. Notices of the monthly Board meetings are posted in all elevators and bulletin boards well in advance of each meeting.

Owners are welcome and encouraged to attend any Board Meeting. The Board usually meets at 6:30 pm. On the second Thursday of most months. Contact the Managing Agent for the next scheduled meeting date and time. Owners concerns and questions are addressed at the beginning of each meeting.

Forms should be submitted two weeks prior to the scheduled meeting date. Forms received after the two-week window will be reviewed at the following meeting.

Mailed or deliver forms to:

Poinciana Manor  
c/o Touchstone Properties, Ltd.  
680 Iwilei Road Suite 777  
Honolulu, Hawaii 96817

For hand delivery to the Onsite Manager:

The onsite manager's office and mail slot are located near the entrance to the garage area below Building #3, at Poinciana Manor.

**APPENDIX A  
ANIMAL RESPONSIBILITY STATEMENT**

In accordance with the Condominium Instruments, it is hereby agreed by and between Poinciana Manor and the Resident of the Unit identified below that the Resident may have the below listed animal in the Apartment, subject to the following terms and conditions:

Description of animal: \_\_\_\_\_

1. An animal is not allowed out of the Unit unless it is on a leash, caged, or hand-carried;
2. Any damage to Poinciana Manor caused by an animal will be the responsibility of the Owner and Resident of the Unit. The Owner shall be responsible for, and agrees to pay, the full cost of cleaning, repair, removal and/or replacement of any damaged items;
3. The Owner and Resident is responsible for any personal injury or personal property damage caused by an animal to or at Poinciana Manor. Dog owners shall purchase liability insurance for this purpose.
4. The Owner and Resident agree that any justified complaints resulting from unreasonable noise or any damage due to an animal may result in a fine or removal of the animal;
5. The Owner and Resident acknowledge an understanding of, and agree to abide by, all animal regulations set out in these House Rules;
6. The Owner and Resident may be fined for each violation of the House Rules. A violation which occurs over more than one day, may result in a fine for each day the violation occurs, and;
7. The Board of Directors may order the immediate removal of an animal from Poinciana Manor should the Board of Directors deem the animal to be a nuisance, except that the owners of assistance animals may be given additional time to find a replacement animal.

This Agreement is neither transferable nor assignable, and applies only to the animal described above and the undersigned.

\_\_\_\_\_  
Signed — Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Number

\_\_\_\_\_  
Signed — Tenant (if applicable)

\_\_\_\_\_  
Date

Approved: \_\_\_\_\_  
(Site/Resident Manager)

\_\_\_\_\_  
Date



**APPENDIX B**

**ENFORCEMENT PROCEDURES - COMPLAINT FORM**

All complaints from an Owner or Resident regarding an alleged violation of the Declaration, Bylaws, and House Rules of Poinciana Manor should be in writing, dated and signed by the complaining party. This form may be used to present a complaint and the person presenting the complaint may attach such additional pages to this form as may be needed.

To: Site/Resident Manager  
Poinciana Manor  
1015 Aoloa Place  
Kailua, HI 96734

NATURE OF ALLEGED VIOLATION (DESCRIBE IN DETAIL):

TIME(S) AND DATE(S) ALLEGED VIOLATION OCCURRED:

DESCRIBE ANY ADVERSE AFFECT ON YOUR RIGHTS AS A MEMBER/OCCUPANT CAUSED BY THE ALLEGED VIOLATOR:

\_\_\_\_\_  
Signed — Owner/Occupant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Number

APPENDIX C

NOTICE TO CEASE AND DESIST

SAMPLE FORM

Date: \_\_\_\_\_

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear: \_\_\_\_\_

I have become aware of a violation of the Declaration, Bylaws or House Rules by individuals residing in your Unit. Specifically, the alleged violation consists of:

On or before \_\_\_\_\_, the alleged violation must cease by your taking the following action(s):

If you commit the violation again, or fail to cease the violation as set forth above, sanctions may be imposed.

You are required to take all necessary efforts to remedy the violation. If you have any questions about this letter, or wish to comment on the alleged violation, please contact me at \_\_\_\_\_

Sincerely,

SAMPLE FORM    SAMPLE FORM    SAMPLE FORM    SAMPLE FORM    SAMPLE  
FORM        SAMPLE FORM    SAMPLE FORM    SAMPLE FORM    SAMPLEFORM

\_\_\_\_\_  
Site/Resident Manager/Managing Agent

cc: Board of Directors

APPENDIX D  
SANCTION LETTER  
SAMPLE FORM

Date: \_\_\_\_\_

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

To: \_\_\_\_\_

Dear \_\_\_\_\_:

Description of sanction.

SAMPLE FORM    SAMPLe FORM    SAMPLe FORM    SAMPLe FORM    SAMPLe  
FORM        SAMPLe FORM    SAMPLe FORM    SAMPLe FORM    SAMPLeFORM

By: \_\_\_\_\_  
Site/Resident Manager/Managing Agent

cc:    Board of Directors

## APPENDIX E

### RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

#### **Appendix E.1. Introduction.**

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89 and the By-Laws of the Association of Apartment Owners ("AOAO") of Poinciana Manor. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt those parts the By-Laws purporting to regulate the use of certain signal receiving apparatus. The provisions of this Appendix shall be construed to be consistent with all lawful provisions of the Federal Communications Commission regulations.

#### **Appendix E.2. Definitions.**

- a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
- b. "Similar Structures" are any structure, item, device, or equipment that is similar in size, weight, and appearance to a Reception Antenna.
- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna.
- d. "Exclusive Use Area" means any portion of the Owner or Resident's apartment or any portion of the limited common element as defined in the Declaration and/or Documents which is appurtenant to the Owner or Resident's apartment.
- e. "General Common Element" means any common element not a limited common element. Owners and Residents do not have the exclusive use or control of any of the general common elements.

### **Appendix E.3. Location, Size and Number Restrictions.**

- a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board of Directors has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board of Directors, it shall, at a minimum, comply with the requirements for Similar Structures. The Board of Directors may place additional conditions and requirements on the installation of Transmission Antennas.
- b. No Owner or Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Owner or Resident's Exclusive Use Areas.
- c. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner or Resident's apartment or limited common element or onto the General Common Elements does not comply with this rule.
- d. Tenants must obtain the written permission of the Owner before installing a Reception Antenna or Similar Structure on any Exclusive Use Areas.
- e. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board of Directors after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
  - (1) Within the apartment;
  - (2) Within an Exclusive Use Area inside the structure, if any;
  - (3) For second, third, and fourth floor apartments, within the vertical boundaries of the lanai below the top of the railings/walls of the lanai; or
  - (4) Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.
- f. Reception Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to

permit evacuation of the Units and Project and to provide clear access for emergency personnel.

g. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

h. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services be larger than one meter in diameter.

i. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board of Directors. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.

j. No Resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

#### **Appendix E.4. Installation.**

a. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.

b. The installer of Reception Antennas or Similar Structures shall, prior to installation, provide the Association with evidence of insurance and name the Association and the Managing Agent as an additional insured. The insurance shall meet the following minimum limits:

(1) Commercial General Liability (including Completed Operations):  
\$1,000,000.00 and;

(2) Workers' Compensation: Statutory Limits.

c. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.

d. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all

times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

e. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

f. There shall be no penetrations of the walls, floors or ceilings of the building unless it is necessary to permit the reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of the installation of the Reception Antenna. The following devices shall be used unless it would prevent the reception of an acceptable signal, prevent an unreasonable delay in the installation, or unreasonably increase the cost of installation of the Reception Antenna:

(1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;

(2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;

(3) Devices which permit the transmission of signals from the Reception Antenna to the television set through or over the air signals, and;

(4) Existing wiring for transmission of video programming signals.

g. If penetrations of the walls, floors or ceilings of the building are necessary to permit reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of installation of a Reception Antenna, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.

h. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building. In addition, the Board of Directors may require an Owner or Resident to install screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board of Directors at any time.

i. In the event the addition of any screening would unreasonably increase the cost of installation, the Association, at its sole discretion, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed.

j. Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings.

k. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary

for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures.

l. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.

m. The Association, in the sole discretion of the Board of Directors, may provide video programming signals to the residents as a common expense. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association.

#### **Appendix E.5. Maintenance and Repair.**

a. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:

(1) Reattachment or removal within 72 hours of dislodgement from its original point of installation.

(2) Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.

(3) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.

(4) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.

b. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Condominium Instruments or statute.

c. Except in an emergency situation, the Board of Directors shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board of Directors.

d. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.



e. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with the Owner's Reception Antenna including, but not limited to, costs to:

- (1) Repair, maintain, remove and replace the Reception Antenna;
- (2) Repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna;
- (3) Pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and
- (4) Reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.

f. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.

g. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.

h. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

#### **Appendix E.6. Process and Procedure.**

a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission or any court having jurisdiction over the matter. In the event that the FCC or court determines that there has been a violation, a fine of up to \$500 shall be imposed. If, after the FCC or court determination the violation has not been corrected within a reasonable time as determined by the Board of Directors, additional fines of up to \$50 a day shall be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition, the Association may seek injunctive relief.

b. Prior to the commencement of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Site/Resident Manager.

**NOTIFICATION FORM  
INSTALLATION OF RECEPTION ANTENNAS AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned prior to the installation of an antenna.

Owner's Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phones: Home: \_\_\_\_\_

Work: \_\_\_\_\_

Unit Address: \_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply):

DBS satellite dish - 1 meter or smaller (e.g. Alpha Star)

MMDS antenna (wireless cable) - 1 meter or smaller (e.g. Oah'u Wireless)

Television antenna

Installation will include a mast: No Yes

If yes, insert total height of mast: \_\_\_\_\_ feet (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board of Directors).

Installation of the dish or antenna will be done by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Date of Installation: \_\_\_\_\_

You must attach the certificate of insurance for the installer naming the Association and Managing Agent a Named Insured. Attach a drawing showing the exact location of the Reception Antenna or Similar Structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

Yes  No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Owner's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX F**

## ELECTRIC VEHICLE CHARGING STATIONS

(This section reserved for future Electric Vehicle Charging Station rules)



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