

AIEA PARK PLACE HOUSE RULES AND REGULATIONS

(Effective January 1, 2019)

These Rules and Regulations supplement but do not change the obligations of the owners in the Aiea Park Place project, and all occupants, tenants and guests thereof, as set forth in the Declaration of Covenants, Conditions and Restriction (“DCCRs”) and the By-Laws of the Association (the “by-laws”). In the event of any inconsistency, the DCCRs and the by-laws, as the case may be, will prevail.

The primary purpose of these Rules and Regulations is to help protect all home owners and other occupants, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also, to help protect the reputation and desirability of the Project by providing for the maximum enjoyment thereof.

The Board of Directors of the Association shall be responsible for enforcing these Rules and Regulations. All home owners and other occupants, tenants and guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not.

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

1. Use of Lots and Units

1.1 Land Use – No lot shall be used except for a single-family, detached dwelling unit. No timeshare, transient vacation rentals or other similar use of ownership shall be permitted.

1.2 Business Use - No garage sale, moving sale or similar activity, and no trade or business may be conducted in or from any lot or unit, except that an owner or occupant residing in a unit may conduct business activities within the unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit; (b) the business activity conforms to all zoning requirements for the project; (c) the business activity does not involve regular visitation of the lot or unit by clients, customers, suppliers or other business invitees, persons coming onto the project who do not reside in the project, or door-to-door solicitation of residents of the project; (d) the business activity is consistent with the residential character of the project; and (e) the business activity meets all the requirements for a home business prescribed by the State of Hawaii or City and County of Honolulu, and does not constitute a nuisance, a hazardous or offensive use of the lot or unit, or threaten the security or safety of other residents of the project. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee compensation, or other form of consideration. The Board shall be the final arbitrator as to what shall constitute a prohibited activity under this section.

1.3 Garages - No garage shall be used for other than parking trailers, transportation vehicles, or recreational vehicles. However, a garage may be used for laundry,

storage purposes, or minor repairs. No garage shall be used for living, cooking or sleeping purposes, nor enclosed, modified or otherwise used so as to reduce its capacity for vehicles below its original capacity, as built.

- 1.4 Repairs-No automobile, truck, boat or other equipment may be dismantled, repaired or serviced on any lot in an area visible from neighboring lots.
- 1.5 Machinery and Equipment - No machinery or equipment of any kind shall be placed, operated or maintained upon any lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a dwelling or improvement.
- 1.6 Temporary Buildings - No trailer, incomplete building, tent, shack, or garage shall be used at any time for a residence, either temporary or permanent. Temporary trailers or buildings used during the construction of homes or improvements on any property shall be removed immediately after the completion of construction.
- 1.7 Lights - No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any lot which is either directed or reflected on any lot and creates a nuisance.
- 1.8 Maintenance of lawns and plantings - Each owner of a lot shall keep all appropriate areas of the lot landscaped and shall keep all shrubs, trees, hedges, grass and planting of every kind located on their lot trimmed and free of trash, weeds and other unsightly material and shall maintain all paved and concrete areas, including driveways, sidewalks and parking areas, in good condition and repair.
- 1.9 Weed Control – All lot owners shall keep their lots free at all times from any noxious weeds, vegetation over six (6) inches in height including any vines, etc., that may crawl or otherwise. Owners understand that the weeds may have an adverse effect on the adjacent property and as such agree to maintain the same. Owners shall have the duty to reasonably inspect the lot from time to time for noxious weeds or other foreign materials. In the event that the owner shall not maintain the lot or lots in a good and clean condition, and free and clear of noxious weeds and materials, or shall not inspect the premises, then the association may contract to have the same done, without liability to any owner or owners for trespass, damage or otherwise, and the owner shall pay, without offset or protest, any and all reasonable sums expended by the association for reasonable maintenance of said lot or lots. In the absence of payment, the Association may take action to collect the money expended in the maintenance of the lot or lots and may bring suit to foreclose the debt on the property. In the event that litigation is required the Association shall be entitled to attorney's fees and costs.

2. Actions of Owners and Occupants

- 2.1 Annoyance or Nuisance - No owner or occupant shall permit or allow anything to be done or kept around or within his lot or unit which will obstruct or interfere with the rights of other owners or occupants. Owners and occupants shall maintain and keep their lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners or occupants of their lots. No noxious, offensive, dangerous or unsafe activity is allowed on any lot. Owners shall be responsible for the actions of their tenants, family members and guests.
- 2.2 Insurance; Violation of Law - No Owner or Occupant shall permit anything to be done or kept in or upon such owner's lot or in/upon any common areas which will result in

the cancellation or increase in premium, or which would be in violation of any law or ordinance.

- 2.3 Proper Use; No Dumping - Common elements will be used only for the purposes for which they were designed. Nothing will be allowed to be stored temporarily or permanently in the common elements, which include but are not limited to basketball hoops, trash bins, planters, etc.) In addition, no owner or occupant shall dump grass clippings, leaves or other debris on any portion of the common areas, including the stream within the project.
 - 2.4 Hazardous Materials - Use and storage of regulated hazardous materials (to include but not be limited to gasoline, solvents, paint or paint thinners, pesticides, herbicides, fertilizers, or other potentially toxic substances etc.) on any lot shall be kept in strict accordance with City & County Ordinances, State Statutes, and Federal Laws. Disposal of any hazardous material shall also be in strict accordance with City & County Ordinances, State Statutes, and Federal Laws, and no owner, tenant or guest shall store, dump, or hold any form of hazardous materials and waste (to include but not be limited to anti-freeze, paint, motor oil, asbestos, lead, etc.) on any lot or on Aiea Park Place common elements.
 - 2.5 Flammable and Combustible Liquids - Quantities not exceeding 10 gallons for maintenance purposes and operation of equipment are permitted when stored in approved containers and located in a private garage or other approved location.
 - 2.6 Clean Up - The Association shall have the right to assess as a special assessment, any costs incurred in clearing or cleaning the project of dumped items, including hazardous waste and materials, grass clippings, leaves or other debris or substances, against the unit of any owner or occupant who violates this section.
 - 2.7 Leaf Blowers – note that it is unlawful for any person to operate a leaf blower within a residential zone within 100 feet of a residential zone in the State of Hawaii, except between hours of 8:00am and 6:00pm, Monday through Saturday and between 9:00am and 6:00pm on Sunday and State & Federal holidays.
3. Vehicles, Parking and Traffic
 - 3.1 Traffic Safety - All owners, tenants, and guests shall operate their vehicles in a safe and courteous manner and abide by and obey all posted speed limits and traffic control signs. Failure to do so will result in fines and or penalties levied against the vehicle's owner.
 - 3.2 All vehicle operators shall possess a valid State driver's license when operating a vehicle within Aiea Park Place.
 - 3.3 All vehicles operated within Aiea Park Place shall be properly licensed, registered, and insured as required by law. Any vehicle that is not properly licensed/insured and parked on Aiea Park Place common areas will be removed at the owner's expense.
 - 3.4 Vehicular Parking - Parking shall be allowed only in designated guest parking stalls or marked, on-street common parking stalls for the project.
 - 3.5 Vehicles improperly parked within the common areas of Aiea Park Place are subject to removal without warning by a contracted roving vehicle towing service. All charges resulting from the hook-up, towing, mileage, storage, etc., of the vehicle shall be paid for by the vehicles owner. Vehicle owners will hold Aiea Park Place Community Association and its Board of Directors and managing agent harmless from any claim resulting from the removal of an improperly parked vehicle.

- 3.6 Restricted Vehicles - No vehicle of more than a one-ton load carrying capacity or primarily used or designed for commercial purposes, and no boats and/or trailers, recreational motor homes, caravans or campers, shall be habitually parked on any road or kept on a Lot, except in a garage or carport or in a location not visible from any adjacent road or lot. Regardless of the above restrictions, service and delivery vehicles may be parked in the project during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a unit or the common areas. In addition, the provisions of this section shall not apply to construction equipment maintained during and used exclusively in connection with the construction of any work or improvement permitted herein and only at such times as those vehicles are essential to the construction of said improvements.
- 3.7 Stored or Inoperable Vehicles - Stored vehicles and vehicles which are either obviously inoperable or do not have current operating licenses shall not be permitted, and such vehicles must be removed from the Lot or placed within an enclosed garage. For purposes of this section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen consecutive days without the prior approval of the Board.
4. Construction
- 4.1 No owner shall construct, alter, or remove any improvement within their lot, except for landscaping, without the prior written approval of the Design Review Committee ("DRC") and the Board of Directors.
- 4.2 Drainage - No owner shall erect, construct, maintain, permit or allow any improvement or other obstruction which would interrupt the existing drainage of the land.
- 4.3 Fences - All fencing shall be in accordance with pre-approved fence designs and shall be submitted to the DRC for review and approval prior to construction.
- 4.4 Construction Activities - Normal construction activities and parking in connection with the building of improvements or construction of homes shall not be considered a nuisance or otherwise prohibited. However, lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the DRC. In addition, any construction equipment and building materials stored or kept on any lot during construction of improvements may be kept only in areas approved by the DRC.
- 4.5 Conduct of Contractors, Supervisors, and Workers - Owners shall be responsible for the behavior of their contractors and other construction workers. Furthermore, owners shall remind such workers that they must be respectful of the neighbors and adjacent properties and refrain from loud, boisterous and/or offensive language as well as actions while within the community. After hours congregating and/or consumption of alcoholic beverages by contractors and construction workers on Aiea Park Place common areas is not permitted. In addition, all contractors must comply with the City & County of Honolulu construction noise ordinance which states, "construction will be allowed from 7:00am to 6:00pm, Monday through Friday and 9:00am to 6:00pm on Saturdays".
5. Parking
- 5.1 Street Parking Permit Guidelines – Before applying for a parking permit, homeowners should make every attempt to logically utilize the garage and driveway

- for parking vehicles. Homeowners who rent out their properties are responsible for tenants fully conforming to all parking guidelines.
- 5.2 Parking on Home Driveways – Homeowners and Tenants will make every effort to park vehicles in the driveway as far in as possible. Vehicles can protrude no more than 24 inches beyond the driveway to meet these criteria.
- 5.3 Street Parking Permit – A street parking permit will be issued only for the following reasons (1) vehicle too large or long and cannot fit in the garage or driveway, (2) too many vehicles in the household, garage and driveway fully utilized for vehicles, (3) property being renovated, landscaped, painted, etc., prohibiting a vehicle(s) from being parked on the property (temporary permit), (4) any special circumstances not mentioned above, per approval from the APP Board of Directors. The parking committee will not grant any permits for parking convenience reasons. If an unusual circumstance exists, a physical inspection of the property will commence and a determination will be made on a case-by-case basis by the parking committee.
- 5.4 Parking Permits – Any Homeowner or Tenant of Aiea Park Place may apply for a parking permit by obtaining and fully completing a parking permit application and returning the application to the APP property manager along with a copy of the current vehicle registration. Permits will not be considered if required application information is missing or incomplete. In addition, permits will not be granted if an applicant is not in good standing with the APP association (i.e., delinquent in payment of dues, not in compliance with APP house rules, etc.) Permit applicants will be contacted by telephone within three (3) to five (5) days to confirm the information submitted and notification of site inspection, followed by a decision shortly thereafter.
- 5.5 Site Inspection – Site inspections shall include but are not limited to: garage interior, driveway and apron, all vehicles at site, and possible on-site alternatives.
- 5.6 Indemnification Clause – All applicants must read and agree to the indemnification clause below upon signing and issuance of permits. “I AGREE TO RELEASE AND HOLD HARMLESS AIEA PARK PLACE COMMUNITY ASSOCIATION, ITS OFFICERS, DIRECTORS, PARKING COMMITTEE, MANAGING AGENT, AGENTS, EMPLOYEES, HOMEOWNERS AND TENANTS IN CONNECTION WITH ANY CLAIM(S) OR LOSS(ES) ARISING FROM PARKING A VEHICLE ON THE STREET WITH OR WITHOUT A VALID PERMIT GRANTED BY THE APP PARKING COMMITTEE.” If approved, a parking permit is valid for a maximum of one (1) year from issuance. Annual renewals may be granted on a case-by-case basis as determined by the parking committee. Homeowners and Tenants should understand a permit may also be granted for periods of less than a year (i.e., 1-2 days, 1-2 weeks, etc.). The parking permit must be clearly displayed on the dashboard while parked on the street.
- 5.7 Restricted Vehicles – greater scrutiny shall be given for commercial vehicles. Homeowners and Tenants should be aware as stated above, vehicles of more than a ton of load carrying capacity will not be granted a permit or allowed to park on the street. It may be parked in a garage not visible from any adjacent road or lot.
- 5.8 Enforcement – Street parking is enforced 24 hours a day. Random observation by a contracted towing company is conducted daily. If a vehicle does not have a properly displayed permit, it will be towed without prior notice. All towing expenses will be the sole responsibility of the owner of the vehicle.

5.9 Overnight Parking – The parking committee realizes that there will be situations involving unscheduled or anticipated overnight stay. A guest may park at the recreation center parking lot without obtaining a permit. Please note, however, the vehicles parked in the lot will be monitored and resident vehicles will be towed.
NOTE: Parking at the Rec Center is prohibited between the hours of 8am and 10am.

6. Property Improvements

6.1 Definitions - The following words when used in these rules, unless the context otherwise specifies or requires, shall have the following meanings:

- 6.1.1 ARCHITECT - A person registered to practice architecture in the State of Hawaii under the authority of Chapter 464, Hawaii Revised Statutes, as amended.
- 6.1.2 ENGINEER - A person registered to practice Civil, Electrical, Mechanical, or Structural engineering in the State of Hawaii under the authority of Chapter 464, Hawaii Revised Statutes, as amended.
- 6.1.3 DESIGN REVIEW COMMITTEE (“DRC”) - The Aiea Park Place Design Review Committee established pursuant to Article VI of the DCCRs, as amended, to review plans and specifications for the construction of property improvements within Aiea Park Place. The term Design Review Committee shall mean and include an Architectural Agent if only one member is designated on the Architectural Review Committee.
- 6.1.4 CONTRACTOR - A person registered to undertake to construct, alter, add to, subtract from, improve, enhance, or beautify any realty or otherwise practice and conduct construction in the State of Hawaii under the authority of Chapter 444, Hawaii Revised Statutes, as amended.
- 6.1.5 EXCAVATION - Any disturbance of the surface of the land which results in the removal of earth or rock for a depth of more than eighteen inches (18”).
- 6.1.6 FILL - Any addition of earth and rock materials to the surface of the land that increases the previous elevation of such surface more than eighteen inches (18”).
- 6.1.7 IMPROVEMENTS - Include buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, poles, signs, and any other structures of any type or kind, and shall include by way of example, but not limited to, adding or removing square footage area space to or from a structure, painting or repainting a structure, or in any way altering the size, or physical appearance of any structure.
- 6.1.8 LOT - Any lot designated on a subdivision map or a file-plan for residential use and shall include all improvements thereon and all interests in any common area, except when clearly contrary to the context. Upon the subdivision of any lot pursuant lot has been subdivided. Upon the consolidation of two or more lots the term "LOT" shall mean the parcel consisting of the lots so consolidated.
- 6.1.9 NATURAL GRADE - Existing grade condition at the time such lot was first conveyed by the developer to a party not signatory to the declaration.

- 6.1.10 OWNER - Any person who is the owner of record for a fee interest in any lot. Any person who holds any interest in a Lot merely as security for the performance of any obligation shall not be deemed an owner.
- 6.1.11 PERSON - "Person" or "Persons" means a natural individual, corporation, partnership, Limited Liability Company or any other legal entity.
- 6.1.12 SUBDIVISION MAP - Any map or file plan recorded in the Bureau of Conveyance of the State of Hawaii.
- 6.1.13 VISIBLE FROM ADJOINING/NEIGHBORING PROPERTY - With respect to any given object or activity is or would be in any line of sight originating from any point six-feet above any adjoining property, excluding contiguous property owned by the Owner of the property involved, but including common areas and streets, assuming that adjoining property has an elevation equal to the existing elevation as set forth on the topographic maps as provided by the developer of the finish elevation as approved by the DRC and the Board of Directors of Aiea Park Place Association of the ground surface of that portion of the property upon which such object or activity is located, whichever is the lower.
- 6.1.14 RETAINING WALL - Any structure designed to hold back, restrain, or prevent the movement of soil, earth, and/or rocks.
- 6.1.15 SINGLE FAMILY DWELLING - Any structure whose purpose is designed and constructed to house an individual family unit as defined by State Law and shall be maintained as such.
- 6.1.16 FENCE - Any structure designed and constructed for the purposes of dividing and/or screening any Lot from a street or adjoining Lot, and shall be designed in accordance with the approved designs set forth by the Department of Land Utilization, Document No. 87/CL-7.
- 6.1.17 PARKING AREA - An area on any Lot designated for the parking of a passenger vehicle(s), with an "all-weather" surface (i.e., reinforced concrete, asphaltic concrete, grass-crete, etc.) to prevent erosion and soil run off.
- 6.1.18 PRELIMINARY PLANS - Plans and specifications are intended to convey the intent of an improvement prior to the completion of "Construction Plans." Preliminary Plans shall be drafted by an individual who has the ability to compose such work. Preliminary Plans should include but are not limited to the following:
- 1) Site Plan (min. scale 1" = 20'-0")- Showing building placement on Lot, roof overhang, Lot square footage, building square footage, percentage of lot coverage, drainage design, conceptual landscaping, driveway, retaining walls, fences, decks, lanais, patios, walkways, parking areas, easements, and building setbacks.
 - 2) Floor Plans (min. scale 1/8" = 1'-0") - Showing the existing floor layout and proposed improvements, including exterior lighting.
 - 3) Exterior Elevations (min. scale 1/8" = 1'-0")- Showing all sides affected by an improvement, including existing and proposed grade lines, exterior materials to be utilized, building envelope, and exterior color.

6.1.19 CONSTRUCTION PLANS - Plans and specifications drawn up in accordance with Chapter 464, Hawaii Revised Statutes, as amended, and complete enough to obtain a building permit. Construction Plans should include but are not limited to the following:

1) Site Plan (min. scale 1" = 20'-0")- Showing building placement on Lot, roof overhang, Lot square footage, building square footage, percentage of lot coverage, drainage design, conceptual landscaping, driveway, retaining walls, fences, decks, lanais, patios, walkways, parking areas, easements, and building setbacks.

2) Floor Plans (min. scale 1/4" = 1'-0")- Showing the existing floor layout and proposed improvements, including exterior lighting.

3) Exterior Elevations (min. scale 1/4" = 1'-0") - Showing all sides affected by an improvement, including existing and proposed grade lines, exterior materials to be utilized, building envelope, and exterior color.

4) Sections (min. scale 1/4" = 1'-0")- Showing height of building, wall, fence, and grade.

6.1.20 DESIGN REVIEW APPLICATION - Application form for all improvements that require DRC approval. Forms may be obtained from the Association and/or its agent.

6.2 Required Approvals - It is the overriding intent of the DRC to preserve the integrity and values of Aiea Park Place and to act in accordance with the DRC Requirements and the Aiea Park Place Covenants. Accordingly, no new improvements, buildings, grading, paving, or material alterations in existing improvements shall be constructed, made or placed on any Lot, except in accordance with established plans, specifications and other materials approved by the DRC established herein, and in accordance with the provisions of these Covenants.

6.3 Design Review Committee - The Design Review Committee shall consist of up to four members. All members of the DRC shall be owners in Aiea Park Place and one member, the committee chair, shall be on the Aiea Park Place Association's Board of Directors.

6.3.1 The right from time to time to appoint and or remove members of the DRC shall be reserved to and vested in the Board of Directors.

6.3.2 Any member of the DRC may at any time resign from the DRC as hereinafter provided or upon written notice delivered to the Board of Directors.

6.4 Removal; Resignation - Notwithstanding anything else herein to the contrary, any DRC member appointed by the Board of Directors may be removed by the Board of Directors with or without cause. Any DRC member may resign by submitting a written notice to the Board of Directors stating the effective date of his/her resignation, and acceptance of the resignation shall not be necessary to make the resignation effective.

6.5 Design Review Committee Functions - The functions of the DRC shall be to consider and approve or disapprove any plans, specifications or other material submitted to it, as required by section 6.01 of the DCCRs, for the erection, construction, installation, alteration, placement or maintenance of any buildings or the other improvements on

any Lot within Aiea Park Place, or for the alteration or remodeling of, or construction of additions to any then existing structures on any Lot within Aiea Park Place; to assure that any such building or other improvement to be constructed within Aiea Park Place comply with the requirements Article VI of the DCCRs; to adopt and amend Design Requirements as provided in Article VI of the DCCRs; and perform such other duties as may, from time to time, be delegated to it by the Board of Directors. The DRC shall meet from time to time as necessary to adequately perform its duties hereunder, and the DRC's action on matters shall be by majority vote of the committee. Any action required to be taken by the DRC may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the DRC members. The DRC shall cause to be kept and maintain a record of all actions taken by it.

6.6 Review of Plans - The DRC shall approve or disapprove all submitted plans, specifications and other materials in accordance with the procedures set forth herein or in its Design Requirements; provided, however, that the DRC's approval or disapproval of any such plans, specifications and other materials shall be given in writing within thirty (30) days after submission of the plans, specifications and other materials. If the DRC shall disapprove of any such plans, specifications, and other materials, it shall, within or at the end of the said thirty (30) day period, send notice of its disapproval to the Person or Persons applying for said approval at the address set forth in the application thereof. If notice of disapproval is not so sent within said thirty (30) day period, the plans, specifications and other materials submitted shall be deemed to have been approved by the DRC. A complete set of approved plans, specifications and other materials submitted to the DRC shall be retained by the Board of Directors. No application for approval shall be considered nor shall any time period commence against the DRC until the Owner has submitted a complete set of all Plans, surveys and specifications as set forth herein and as determined by the DRC. In the event that no correct address is given on the plans to which a response is given, the time period for response shall not commence against the DRC.

6.7 Requirements for Plans- All plans and specifications for any new building or other improvements within Aiea Park Place:

- 1) Shall be prepared in accordance with Chapter 464, Hawaii Revised Statutes, as amended, which may require a stamp of a licensed architect or engineer.
- 2) Shall comply with all requirements of the DCCRs.
- 3) Shall be submitted to the DRC for its approval.
- 4) Shall include a DESIGN REVIEW APPLICATION.
- 5) Shall include, without limitation, floor, elevation, plot and grading plans specifications for the principal exterior materials; description of schemes; provisions to be made for automobile parking, outside lighting plans, if any, and a detailed description of the location, character and method of utilization of all utilities.

The plans and specifications for any alteration to the exterior of any existing building or improvement including, without limitation, alterations such as exterior painting, except for repainting with the same color, paint must contain the same information as is required for any new building or other improvement. After approval of any plans, specifications and other materials, the DRC shall, upon written request from the Owner, provide said Owner with a statement of approval in a form appropriate for Recordation.

6.8 Standards of Review - The DRC shall, in reviewing plans, specifications and other materials submitted to it, consider their compliance with the requirements of Article VI of the DCCRs and with any applicable DRC Requirements and shall also consider whether the proposed improvements:

- 1) Are compatible and in harmony as to quality and type of material and workmanship and as to external design and appearance with reference to existing structures and other improvements in the area and with reference to location or the proposed improvement with respect to the topography and ground elevation.
- 2) Conforms to the general plan of the entire development.
- 3) Constitutes a suitable and adequate development of the lot
- 4) Is in the case of the principal building, substantially as valuable an improvement as the other comparable buildings in the area, or exceeds the same.
- 5) Will not, because of its design, unreasonably interfere with the light and air or view of adjoining lots.
- 6) Conforms to the aesthetic standards as established by the DRC from time to time.

6.9 Prosecution of Work After Approval - After approval by the DRC of any plans, specifications or other materials, the construction, alteration or other work described in such plans, specifications or other materials shall be performed as promptly and diligently as possible and in complete conformity with said plans, specifications, and other materials. All work shall be performed, executed and completed in accordance with Chapter 444, Hawaii Revised Statutes, as amended, which may require that a licensed contractor perform part or all of the work. DRC approval may be automatically revoked if:

- 1) The Owner and/or his agent fails to obtain a proper Building Permit and commence such construction, alteration or other work within twelve (12) months after the date of approval, or within such longer period of time as the DRC shall specify; or
- 2) The cessation of such construction, alteration or other work for more than ninety (90) days; or
- 3) The failure to complete the proposed work strictly in accordance with said plans, specifications or other materials within one (1) year after commencement of the work, or within such other time period as the DRC may approve in writing.

Upon demand by the DRC, the Lot upon which such construction, alteration, or other work was undertaken shall be restored by the Lot Owner as nearly as possible to its state existing prior to any such construction, alteration or other work. The DRC and its duly appointed agents may enter upon any Lot at any reasonable time or times to inspect the progress or status of any such construction, alteration or other work. The DRC may record a notice to show that any such work has not been approved or that any approval given has been automatically revoked. All structures shall be completed within one year after commencement of construction provided that the exterior of all structures shall be completed within six months after commencement of construction. No building shall be occupied prior to the final inspection of the Building Official. Driveways shall be installed prior to the occupancy of any dwelling.

- 6.10 Design Requirements Adopted by the Design Review Committee - The DRC may from time to time amend and adopt Design Requirements which do not conflict with the provisions of this Article VI of the DCCRs, to govern and serve as additional standards for the construction of buildings and improvements to be constructed and maintained on Lots within Aiea Park Place. A copy of all such DRC Requirements as they may from time to time be adopted, amended or repealed, certified by a member of the DRC, shall be available at all times at the office of the Association for the inspection of any Owner, architect, engineer, or agent of an Owner, at a nominal cost. Said Requirements may be amended from time to time by a unanimous vote or written consent of all of the members of the DRC.
- 6.11 Reconstruction of Improvements -The reconstruction after destruction by casualty of any residence which is in compliance with the approved plans and specifications pursuant to which such residence was originally constructed shall not require re-approval of such plans, specifications and/or other materials prior to reconstruction; provided that the design of the improvements and the materials used in such reconstruction do not conflict with the requirements of this Article 6. Pursuant to this section the Owner of such residence will be required to obtain a proper Demolition and Building permits from the City & County of Honolulu.
- 6.12 Liability of Design Review Committee Members - The DRC's approval of any plans, specifications or other materials shall not be deemed to be a warranty or other representation on the part of the DRC or any member thereof as to the accuracy, completeness or suitability of such plans, specifications of other materials, or that the improvements therein described are legal or structurally safe or sound. Provided that DRC members act in good faith and with due diligence, neither the DRC nor any member thereof shall be liable to any Owner or any other Person for any damage, loss or prejudice suffered or claimed on account of:
- 6.12.1 The approval or disapproval of any plans, specifications, and other materials whether or not defective; or
 - 6.12.2 The construction or performance of any work, whether or not pursuant to approved plans, specifications and other materials; or
 - 6.12.3 The development or manner of development of any land in Aiea Park Place; or
 - 6.12.4 The execution and recordation of a form of approval or disapproval pursuant to Section 6.12, whether or not the facts stated therein are correct; or
 - 6.12.5 The performance of any other function pursuant to the provisions of the DCCRs.
- 6.13 Design Restrictions - The following restrictions shall apply to construction on or improvement of any Lot within Aiea Park Place:
- 6.13.1 Compliance with Regulation and Codes - No improvement shall be undertaken on any Lot except in compliance with all City & County, State, and Federal rules, regulations, and Codes applicable to such Lot. No Owner shall apply for a variance from the provisions of the DRC. Failure to comply with any such law, statute or ordinance shall be a violation and breach of these covenants.
 - 6.13.2 Grading, Clearing and Drainage - The clearing and grading of any Lot shall be performed in strict compliance with plans and specifications

therefor which have been approved by the DRC, and such clearing and grading shall not alter or impede existing drainage patterns without the prior written approval of the DRC.

- 6.13.3 Setbacks - All construction and improvements on any Lot shall comply with applicable City & County of Honolulu setback requirements. A minimum front yard setback of two (2) feet is required for fences in the front yards within Aiea Park Place.
- 6.13.4 Structures Above Ground Level - Structures elevated above ground level shall be designed such that the elevated portion shall be completely enclosed and no sub-floor framing shall be exposed to view from any other structure. Materials used to conceal such sub-floor framing shall be similar to the materials used for the exterior walls of the structure itself, or such other materials design equally effective in concealing such framing, as approved by the DRC.
- 6.13.5 Height Limitations- All construction and improvements on any Lot shall comply with applicable City & County of Honolulu Height Limitation Requirements.
- 6.13.6 Accessory Buildings and Temporary Structures - The following accessory buildings shall be allowed: Garages, Pet Houses, Swimming Pools, Bath Houses, and Play Houses, provided that such structures comply with City & County Codes and are built in accordance with these covenants. All plans must be furnished to the DRC for approval as set out in this Article 6. No Quonset hut, trailer, mobile home, shack, tent, outdoor privy or other outbuilding except approved structures shall be erected or placed upon any subdivision Lot or roadway in the subdivision. During the period of construction of a principal residence, temporary outbuildings necessary to the construction of the dwelling shall be allowed, provided that no temporary structure shall be used as a residence at any time, permanently or temporarily, nor shall any structure of a temporary character be used as a residence.
- 6.13.7 Relocated Structures - No building shall be placed or re-erected upon any subdivision Lot, which may have previously been erected in another location.
- 6.13.8 Construction Materials - Exterior plywood siding shall be predominately "TI-11" five-eighths (5/8) of inch thick exterior plywood siding with vertical grooves at eight (8) inches on center. Corner and window trims shall be select 1 x4 dimensional lumber. Belt trims at floor joist levels shall be select 2x10 or 2x12 dimensional lumber size.
- 6.13.9 Roofs and Roofing Materials - Roofs must be predominately hip style. Seventy (70) percent of the roof area must have a slope of four (4) feet vertical in twelve (12) feet horizontal. Thirty (30) percent of the roof area may have slopes less than (4) feet vertical in twelve (12) feet horizontal, but not less than one (1) foot vertical in twelve (12) feet horizontal. Sixty (60) percent of the roof overhangs shall be a minimum of thirty (30) inches.
- 6.13.10 Roofing Material - All roofing materials are subject to prior written approval of the DRC. The list of approved and unapproved roofing

materials may be amended from time to time by the addition and the deletion of roofing materials by the DRC.

- 6.13.11 Solar Heating/Power Systems - Any solar energy collection panels or water storage tanks to be mounted on roof surfaces must be first approved in writing by the DRC and must be within the permissible height limitations. Roof panels of solar heating systems should be integrated into the roof form.
- 6.13.12 Exterior Colors Improvements - The Lot Owner shall submit to the DRC the proposed color scheme for any improvement to be built on the property at the same time as the owner submits his construction plans for approval. The proposed color scheme must be approved in writing by the DRC prior to implementing it. The principal color of all improvements shall be a color that in the opinion of the DRC blends with the colors of the natural surroundings of the surrounding areas. Contrasting colors which complement the principal color of the improvement shall be permitted for the doors and trim. Any and all skylights shall be bronze. No clear or opaque skylights shall be permitted unless specifically approved by the DRC.
- 6.13.13 Use of Bare Metal, Chain Link Fences, Etc. - The use of bare metal or clear anodized aluminum windows, sliding glass doors, screen doors, skylights, gutters, and other similar materials shall be prohibited. Metal surfaces must be coated with a color anodized or factory applied paint approved by the DRC.
- 6.13.14 No fences or walls of any type will be allowed within the subdivision unless approved by the DRC. No chain link fences will be permitted.
- 6.13.15 Antennas – Subject to Federal Communications Commission rules and regulations, no television antennas, satellite dish, radio antennas or similar apparatus or devise may be constructed or placed on any Lot in the subdivision where it may be seen from any of the other Lots in the subdivision or from the roadway in Aiea Park Place, whether attached to a building or structure, or otherwise.
- 6.13.16 Mailboxes - All mailboxes shall be placed near driveways in an area approved by the U.S. Postal Service. Construction of all mailbox stands shall be consistent with the approved design of Aiea Park Place and shall be of the same color scheme as the principal residence.
- 6.13.17 Retaining walls - Design and construction of retaining walls shall be in strict accordance with codes and standards of the City & County of Honolulu. In cases where the retaining wall will exceed three (3) feet in height or where placed upon embankments of fill, the DRC suggests that the wall be designed by a licensed architect, civil, or structural engineer. Maximum height of exposed wall along property lines shall be six (6) feet and ten (10) feet beyond the building setback area within the Lot. On Lots with unusually difficult topographic conditions, retaining walls of over ten (10) feet may be allowed by the DRC. High Retaining walls approved by the DRC shall be terraced or stepped back.

- 6.14 Conduct of Construction Work & Responsibility of Owner- The Owner shall be responsible to inform all contractors, supervisors, crew leaders, and workers of the Construction and House Rules of Aiea Park Place and;
 - 6.14.1 Shall be responsible for restoring the common elements to pre-construction condition (i.e., cleaning dirt, mud and debris from road and sidewalks, moving material stockpile within project site, etc.) at the end of each work day.
 - 6.14.2 Shall be responsible for any damage(s) to any of the common elements (Roads, Sidewalks, Planting Strips, etc.) arising from Owner's construction project.
 - 6.14.3 Shall agree to release and hold harmless Aiea Park Place Community Association, and its officers and agents in connection with any claim or loss arising from Owner's construction project
- 6.15 Construction Hours - Construction of improvements or other work using equipment or machinery shall be allowed only during the following periods: Monday through Friday, excluding holidays 7:00a.m. to 5:30p.m. Saturdays, Sundays, and Holidays-8:30a.m. to 5:30p.m.
- 6.16 Waiver from specifications restrictions - When it appears that because of the peculiar location, size or topography of a particular Lot, its Owner cannot reasonably build a residence without violating a specific restriction in this section, the DRC or the Association shall have authority to grant to such Owner a waiver permitting him to proceed to build and occupy a residence without regard to the specific restriction.
- 6.17 Non- waiver as a result of Approval- The approval by the DRC of any plans and specifications for any work done or proposed or in connection with any other matter requiring the approval of the DRC under this section shall not be deemed to constitute a waiver of any right to withhold approval as to any similar plan, drawing, specification or matter whatever subsequently or additionally submitted for approval.
- 6.18 Successor and Assigns-The Plans approved by the DRC shall be valid for a period of one year from the date of approval. In the event that the Owner shall not have substantially completed the improvements within said one-year period, the approval shall be automatically null and void and the Owner shall reapply for approval and must comply with any and all DRC Requirements and the DCCRs and by-laws, Conditions and Restrictions then in existence, regardless of what Requirements and Covenants were in effect at the time of the original approval. The DRC's decision shall be binding upon the Owner and Owner's successors and assigns.
7. Fines – See attached Schedule of Procedures and Fines For Violations of House Rules.
8. Miscellaneous
 - 8.1 Animals - No animals, including without limitation horses or other domestic farm animals or poultry of any kind, may be kept, bred, or maintained in or on any lot or on any common areas. A reasonable number of commonly accepted household pets are permitted. No animals shall be kept, bred, or raised on any lot for commercial purposes. In no event shall any domestic pet be allowed to run free from its owner's lot without a leash, or conduct itself so as to create an unreasonable annoyance. Any animal that poses a threat to the health and safety of other owners will be permanently removed from the property upon written notice from the Board of Directors or Managing Agent. Owners will hold the Association harmless from any

claim resulting from any action of the owners' pets whatsoever. Owner and occupants are required to immediately pick up and dispose of any pet droppings in the common areas. Animal Owners are urged to obtain liability insurance.

8.1.1 The Board of Directors will, upon request, exempt assistance animals from some or all of these requirements if this is necessary for a disabled person to have an equal opportunity to use and enjoy the Project, and provided that the animal remains under control by its owner or responsible handler at all times while on the common elements.

8.1.2 Oahu has an animal nuisance ordinance which prohibits certain animal related noises (e.g., barking). An animal nuisance is when an animal makes noise continuously for a period of 10 minutes or intermittently for ½ hour to the disturbance of any person at any time. Please report all animal noise to the Hawaiian Humane Society or the Honolulu Police Department.

8.2 Rubbish - No garbage or trash shall be kept, maintained or contained in any lot so as to create a strong or offensive odor or be visible from another lot or the roads except in appropriate containers for and placed at curbside for public collection. All trash bins must be stored in an orderly manner and not kept on common areas for long periods of time. No accumulation of rubbish, debris or unsightly materials will be permitted.

8.3 Signs - No sign of any kind shall be displayed to the public view or from any lot without the approval of the DRC except for a single professional sign of not more than one square foot indicating a resident's name, and one sign of not more than five square feet that may be used in connection with the sale or leasing of the owner's lot.

9. 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:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. 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.
4. 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 may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

10. Policy Against Harassment

10.1 The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

10.2 Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

10.3 A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

10.4 One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentary about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

SCHEDULE OF PROCEDURES AND FINES FOR VIOLATIONS OF AIEA PARK PLACE COMMUNITY ASSOCIATION HOUSE RULES

Approved by the Board of Directors on (Via email dated June 25, 2018). Board decision ratified at next meeting.

Homeowners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, or employees. The fine will be deemed a common expense chargeable against the homeowner's unit. Fines will be assessed against the homeowner's unit upon issuance of the citation, and the homeowner will be assessed a late fee for each month the fine remains unpaid, unless the enforcement Hearing Panel (comprised of the Board of Directors) votes to suspend or cancel the fine. If fines are not paid, the matter will be referred to the Association's legal counsel for necessary action, with all legal fees to be paid by the homeowner pursuant to article X, section 10.1 of the DCCRs and article VIII of the By-Laws.

First Violation: Warning letter from Managing Agent.

Second Violation: Second violation of the same type of offense within 365 days of the first violation will incur a \$50.00 fine.

Third Violation: Third violation of the same type of offense within 365 days of the first violation will incur a \$75.00 fine.

Fourth and subsequent Violations: Fourth and subsequent violations for the same type of offense within 365 days will incur a \$100.00 fine and the matter may be referred to legal counsel for corrective action.

Guidelines: The following guidelines are established for the enforcement of the fining system:

1. A written statement of the alleged violation(s) shall be provided to any owner or other person against whom such charges are made, and the owner or other person may appeal in writing within thirty (30) days after receipt of the written statement of the alleged violation.
2. If appealed, the Managing Agent will hold in abeyance any fines against the unit owner.
3. The Board shall hear the appeal of the charges and evaluate the evidence of the alleged violation within thirty (30) days of receipt of the appeal.
4. At such hearing, the owners or other person so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses.
5. The panel shall deliver to the owner or other person so charged, within seven (7) days after the hearing, a written decision which specifies the fines or penalties levied, if any, and the reason therefor.