

HARBOUR RIDGE HOUSE RULES



Effective:
November 1, 2020

HARBOUR RIDGE

3045 Ala Napua'a Place
Honolulu, Hawaii 96818-2792

RULES AND REGULATIONS

Revised Date July 14, 2020

The purpose of these Rules and Regulations ("House Rules") is to help promote peaceful and harmonious living through proper conduct and use of Harbour Ridge as well as to protect the reputation and desirability thereof.

The House Rules have been approved by the Board of Directors ("Board") of the Association of Apartment Owners of Harbour Ridge ("Association") in accordance with the Restated Declaration of the Condominium Property Regime "Harbour Ridge", as amended ("Declaration") and Restated By-Laws of Association of Apartment Owners of Harbour Ridge, as amended ("By-Laws"). The House Rules may be amended by the Board as provided in the By-Laws of the Association. (By-Laws, Article III, § 2(e)). These House Rules are effective as of October 1, 2020, and supersede any previous House Rules published by the Association.

The full authority and responsibility of enforcing the Declaration, By-Laws, and the House Rules may be delegated to a Managing Agent and/or Manager by the Board. The House Rules apply to all owners, occupants, and tenants of Harbour Ridge and to all other persons who are on the premises at any time, including guests and agents. Owners are ultimately responsible for any and all violations of the Declaration, By-Laws, and these House Rules by their occupants, tenants, guests, and agents, as well as for payment of any fines assessed in connection within. The Association, its employees, the Board, and the Managing Agent shall not be responsible for any non-compliance or violation of the Declaration, By-Laws, or these House Rules.

In the event of any conflict between the House Rules and the Declarations and By-Laws, the Declaration and By-Laws shall govern and the Board may make changes to these House Rules periodically as may be necessary to comply with the Declaration, By-Laws, and State and Federal Law.

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I. ADMINISTRATION

1. DEFINITIONS

“ASSOCIATION” - The Association of Apartment Owners of Harbour Ridge – all the owners acting as a group in accordance with the Declaration and By-Laws.

“PROJECT or HARBOUR RIDGE” – The land, the building, and all other improvements thereon including the apartments and the common elements and easements, rights and appurtenances belonging thereto, and all other property affixed thereto and intended for use in connection therewith.

“APARTMENT, CONDOMINIUM UNIT, or UNIT” – denotes an Apartment on the Project.

“COMMON AREA or COMMON ELEMENT” – All areas of Harbour Ridge other than the apartments and intended for common use.

“LIMITED COMMON AREA or LIMITED COMMON ELEMENT” – Certain parts of the common elements designated and set aside for the exclusive use of certain apartments, and such apartments shall have easements for use of such limited common elements, i.e. parking spaces.

“BOARD OF DIRECTORS or BOARD” – The nine (9) elected Directors who shall be the representatives of the Association in all matters relating to the operation of the Project and have the power to suspend or amend these rules in the interest of Harbour Ridge in accordance with the Declaration and By-Laws.

“MANAGING AGENT” – The management firm and its representatives under contract with the Association to manage the property, common elements, and limited common elements of the Association.

“SITE MANAGER” – The person authorized to exercise the duties set forth by the Board, including enforcement of all House Rules. If the person also lives in a designated apartment on the Project, that person will be referred to as the “RESIDENT MANAGER.” “SITE MANAGER” and “RESIDENT MANAGER” are herein referred to as “MANAGER.”

“OFFICE” - The Administration office located in the lobby of the building that provides services for Harbour Ridge.

“OWNER” - A person or entity possessing legal ownership of a Unit at Harbour Ridge.

“OCCUPANT” - Any and all persons living at Harbour Ridge including owners, tenants, and any person residing in a Unit longer than 14 days.

“TENANT” - All persons renting or leasing a Unit at Harbour Ridge.

“GUEST” – Any person or contractor who is at Harbour Ridge for a temporary period of time at the invitation of the Board, owner, or occupant.

“AGENT” – Any individual who is empowered to act on behalf of any owner and has provided the Association with the evidence of that authority.

2. ENFORCEMENT OF HOUSE RULES

A. Authority to enforce the Declaration, By-Laws, and House Rules - The Managing Agent and Manager are designated as agents of the Board of Directors and are authorized to act on the Board’s behalf to enforce the Declaration, By-Laws, and these House Rules. The House Rules are interpreted by the Manager and Board.

The violation of any of the provisions of the Declaration, By-Laws, and these House Rules gives the Board or its agents the right to take all necessary steps to abate, enjoin, or remedy such violation through appropriate means such as the assessment of fines or legal proceedings. (By-Laws, Article III, § 2(q))

B. Reporting Violations – Alleged violations of the Declaration, By-Laws, and the House Rules should be reported to the Manager and/or Courtesy Patrol. The Manager will investigate all reported violations on an anonymous basis, whenever possible.

C. Exhibits – All attached Exhibits to the House Rules are considered part of the House Rules. Violations set forth in the Exhibits are also a violation of the House Rules.

3. ADMINISTRATION

A. Responsibility of Owners – All owners are ultimately responsible for their units and the conduct of their occupants, tenants, guests, and agents. This responsibility extends but is not

limited to any damages or destruction to common or limited common elements, citations, and fines.

B. Insurance – All owners shall maintain reasonable amounts and types of liability insurance (See Exhibit A) as may be determined by the Board and shall file and update with written proof of such insurance with the Association’s insurance broker. It is highly recommended all owners require their tenants to obtain their own liability and property insurance coverage.

C. Moving In/Out – All moves must be scheduled with the Office at least 24 hours in advance. A \$50 refundable security deposit shall be paid prior to the move. The \$50.00 deposit shall be refunded less amounts for damages, loss, and/or lack of cleanliness as determined by the Manager. The unit owner may be assessed for any damage caused in excess of the \$50.00 deposit.

D. Moving /Deliveries – Moving activities and deliveries of large items is permitted Monday through Saturday. Moving activities and deliveries are not to be done before 8:00 a.m. and must be completed for the day by 4:00 p.m.

E. Construction/Repair Work – Barring an emergency, all construction and repair work to a unit must be done between 8:00 a.m. and 4:00 p.m., Monday through Saturday.

F. Holidays – Moving activities, deliveries of bulky items, and construction/repair work is prohibited on holidays in non-emergency situations.

G. Second Floor Loading Zone/Lobby – The second-floor loading zone must be used for moving activities and large deliveries. No moving/large deliveries shall be permitted through the first floor lobby.

H. Registration – All owners are required to provide the contact and vehicle information of all Occupants to the Manager upon moving into a Unit. A copy of the House Rules will be provided and must be signed by all adult occupants when moving in. This information shall be updated annually or whenever changes are necessary. Any person staying in a Unit longer than 14 days shall be deemed an Occupant and shall be added to the registration.

I. Unoccupied Units – Any unit that is to be unoccupied for more than three consecutive nights is required to notify the Manager prior to leaving.

J. On-island Agent – Owners residing off-island who rent out their unit shall designate an on-island agent to act on the owner’s behalf.

K. Unit Keys – The Association and/or Manager shall not keep or maintain any keys on behalf of any owner or occupant.

II. OFFICE

1. CORKEY

A. Issuance – Corkeys will only be issued to an owner of record or the legal agent for the owner of record with written proof of agency. No exceptions will be permitted.

B. Number of Keys – Each unit is authorized to have a maximum of four (4) keys. Keys in excess of the maximum number must submit a request to the Office and must be approved by the Board of Directors.

C. Cost – Each Corkey issued by the Office shall cost \$50.00.

2. LOCK BOX

A. Written Approval – Owners or their agents seeking to attach a lock box on the Project must register with the Office prior to attaching a lock box.

B. Deposit – Each lockbox attached to the Project shall pay a one-time \$50.00 deposit. The deposit shall be returned when the lockbox is removed.

C. Information – Each owner of a lockbox must provide the following information to the Office:

1. The unit number associated with the lockbox.
2. Name of owner and name of agent, if applicable.
3. The residential address and telephone numbers of owners.
4. The business address and telephone numbers of agents.
5. Information to identify the associated lock box (i.e. box number).

D. Quarterly Registration – Each lockbox should be registered every 90 days. Lockboxes without registration for longer than this period may be disposed of in accordance with the law regarding abandoned property and the deposit forfeited.

3. DELIVERIES

Non-Acceptance – The Office will not accept packages or deliveries on behalf of anyone.

4. FREIGHT ELEVATOR/LOADING ZONE

A. Freight Elevator – The padded freight elevator (#3) shall be the only elevator used for all moving purposes into and out of units.

B. Reservation/Deposit – Reservations of the freight elevator must be scheduled with the Office at least 24 hours in advance. A \$50.00 deposit must be made when reserving the freight elevator. This \$50.00 is separate from the \$50.00 moving security deposit. The \$50.00 shall be refunded less amounts for damages, loss, and/or lack of cleanliness as determined by the

Manager. The unit owner may be assessed for any damage caused in excess of the \$50.00 deposit.

C. Reservation Form – Freight Elevator Reservation forms are available at the Office.

D. Second Floor Loading Zone – Moving must be done through the second-floor loading zone. Moving activities are not permitted through the first floor lobby. Users must sign in on the sign-in sheet next to the second floor elevators. Loading zone parking is limited to 15 minutes.

5. CITATIONS & FINES

A. Authority – The Board of Directors authorizes the Manager and/or Managing Agent to issue citations for violations of the Declaration, By-Laws, or House Rules. The Board also reserves the authority to issue citations for violations of the Declaration, By-Laws, or House Rules.

B. Citations – Each citation shall describe the nature, time, and date of the violation, apartment number associated with the violation, and names of persons involved, if known. Citations shall be mailed to the respective apartment owner, agent, and tenant if applicable.

C. Schedule of Fines – The following schedule of fines shall be applicable for violations:

1st offense – A written citation

2nd offense (within 365 days of 1st offense) – Citation and \$50.00 fine assessed to owner.

3rd offense (within 365 days of 2nd offense) – Citation and \$125.00 fine assessed to owner.

4th and subsequent offenses (within 365 days of 3rd or last offense) - \$250.00 fine assessed to owner.

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

E. Other Fines – Any violations that endanger the safety of others or that damage the Project may be subject to an immediate fine of \$250.00 per violation without regard to whether the violation is the first, second, third, fourth, or subsequent offense.

F. Payment – All fines must be paid to the association within 30 days of the citation unless fine is under appeal. Any unpaid fines may be added to the balance of owner's maintenance fee. A late fee of \$50.00 per fine shall be charged for each 30 days the fine(s) goes unpaid.

H. Remediation – In addition to any fines imposed, all citations shall include the cost to estimate and remediate the violation, e.g. repair work.

G. Appeals – Any owner and/or occupant (“Appellant”) shall have the right to appeal a Citation and/or Fine by notifying the Managing Agent, in writing, within thirty (30) days of receiving the Citation/Fine, specifying the grounds of the appeal.

The Board will review the appeal at the next scheduled Board meeting, at which a quorum is present. The Appellant may attend the Board meeting, for which the appeal has been scheduled on the agenda, to present their case. The Board may affirm, reduce, or cancel any violation and/or fine after considering the written and/or oral evidence presented in the appeal. The Board shall deliver a written decision to the Appellant and/or Owner within 30 days after the meeting where the Board considered the appeal. The Board’s decision shall be final.

Failure to appeal within thirty (30) days of receipt of the Citation/Fine shall constitute a waiver of the right to a appeal and a loss of the right to contest the decision of the Board. Provided that the Fine is paid, an owner shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes § 514B-161 and § 514B-162.

III. GENERAL RULES

1. GENERAL RULES

A. Damage to Common Elements – No one shall damage, destroy, or interfere with the common elements, including but not limited to, the elevator, water heater, air conditioner, heat pumps, generator, electrical equipment, or lights in or about the Project.

B. Obstructions – The lobby, hallways, sidewalks, and stairways shall not be obstructed or used as storage areas or for any purpose other than for ingress and egress.

C. Entry – All building entry doors shall be kept closed and locked to prevent unauthorized persons from entering the building. Access into the building is limited to owners, tenants, occupants, their respective guests, agents, and employees of Harbour Ridge.

D. Food and Beverage – No one shall serve or consume food and/or beverages in the lobby, hallways, elevators, stairways, pool or any other common elements or limited common elements except for the Pavilion area. No one shall consume alcohol in the Pavilion or any common elements or limited common elements of Harbour Ridge.

E. Smoking – Harbour Ridge is a non-smoking Project. No smoking related material or refuse shall be disposed of on the Project. Smoking products of any kind, including electronic cigarettes are not permitted anywhere on the Project including within Units.

F. Solicitation – Solicitation and canvassing are not permitted on the Project. However, owners are permitted to solicit proxies for Association meetings and distribute materials relating to Association matters in accordance with any rules outlined in the Declaration and By-Laws.

G. Fireworks – Possession and/or use of fireworks of any type is not permitted on the Project.

H. Playing & Loitering – No one is permitted to play or loiter in the stairways, hallways, the lobby, or parking areas. This includes the use of recreational vehicles such as bicycles, skateboards, roller skates, hoverboards, Segways, etc.

2. NOISE & DISTURBANCES

A. Noise – No noise is permitted which unreasonably disturbs the quiet and peaceful enjoyment of apartments, common elements, and limited common elements. Any unreasonable noise should be reported to the Manager or Courtesy Patrol.

The determination of whether a noise is an unreasonable noise shall be determined by the Manager or Board of Directors.

B. Quiet Hours – During the following hours, no one should produce any noise which can be heard outside the Unit in which the sound is being produced:

Building Quiet Hours: 10:00 p.m. to 8:00 a.m.

IV. COMMON ELEMENTS

1. TRASH & PROHIBITED ITEMS

A. Disposal – All trash and garbage must be wrapped and securely sealed in appropriate containers before being emptied into the trash chute or refuse containers.

B. Trash Chute – Large items that may clog or damage the trash chute shall be carried down to the refuse containers located in the first floor trash room and not be left in common elements of the Project. Materials such as wood, metal, fabrics, plastics, newspaper bundles, electronics, and appliances are prohibited from being disposed of in the trash chute.

C. Trash Chute Hours – The trash chute shall be open daily from 7:00 a.m. to 10:00 p.m. The trash room shall be accessible at all times unless otherwise directed by the Board of Directors.

D. Dropped Trash – Any trash or other objects dropped on the Project shall immediately be picked up and the area cleaned by the person dropping the objects.

E. Prohibited Items – Large/bulky items, construction materials, and toxic materials are prohibited from being disposed of anywhere on the Project including the trash rooms. Prohibited large/bulky items include all furniture, bed frames, mattresses, appliances, power equipment, televisions, auto parts, and auto tires. Prohibited construction materials include drywall, paint, wood beams, flooring, cabinets, and fixtures. State and County laws prohibit the improper disposal of hazardous materials. Hazardous materials such as auto batteries, propane, oils,

petroleum, or flammable materials require special handling or disposal procedures. See City and County trash service for information on disposing of hazardous materials.

F. Additional Rules – Additional rules governing trash and refuse disposal are posted near the trash chute.

2. POOL

A. Pool Area – The swimming pool, wading pool, pool deck, outdoor shower, and Pavilion bathrooms are collectively referred to as “the Pool Area.”

B. Hours – Pool hours are 9:00 a.m. to 9:00 p.m.

C. Assumption of Risk – Anyone using the pool does so entirely at their own risk.

D. Non-Swimmers/Inexperienced Swimmers – Non-swimmers or inexperienced swimmers must be accompanied by an occupant who is a capable swimmer and who will be responsible for their conduct and safety.

E. Guests – An occupant who is a capable swimmer must accompany all guests while in the pool area and shall be responsible for their conduct and safety.

F. No Lifeguard – There is no lifeguard on duty in the pool area. Owners and occupants shall be responsible for the health and safety of themselves and their guests using the pool.

G. Conduct – No running, riding, “horseplay,” throwing of balls, dangerous or hazardous conduct, or unreasonable noise shall be permitted.

H. Prohibited Items – Items which may cause damage to the filter or pool are not allowed. Only items designed for pool use are allowed in the pool.

I. Animals – Animals are not allowed in the swimming pool or deck area unless they are Assistance Animals depended on by their owner.

J. Food and Beverage – No food or beverages are allowed in the pool area.

K. Attire – Appropriate swimwear must be worn when entering the pool.

L. Suntan – Suntan lotion/oil must be removed before entering the pool, or a water soluble solution should be used.

M. Drying – All persons using the pool must dry themselves before entering the building.

N. Supervision – The Manager has authority to enforce rules and remove persons violating pool rules. Anyone causing a serious disturbance to the safety of others or causes

damage to the pool or surrounding areas may be banned from the use of the pool by the Manager or the Board of Directors.

3. PAVILION

A. Pavilion Area – The meeting room, barbeque area, and pavilion bathrooms are collectively referred to as “the Pavilion.”

B. Hours – Pavilion hours are 9:00 a.m. to 9:00 p.m.

C. Reservation – Reservation of the meeting room and barbeque area must be made with the Manager’s Office. Reservation forms are available at the Office.

D. One Reservation – Each unit may hold one reservation at a time.

E. Cleaning – Cleaning of the meeting room and barbeque is the responsibility of the user who made the reservation.

F. Pool – The reservation of the meeting room or barbeque area does not reserve use of the pool.

G. Alcohol – Consumption of alcoholic beverages is not allowed in the common elements including the Pavilion area.

4. STORAGE ROOM

A. Prohibited in Building – Bicycles and surfboards are prohibited from entering the building’s lobby, hallways, stairways, and elevators. Bicycles and large surfboards must be stored in the designated Bicycle Storage Room and storage racks.

B. Storage Room – The Storage Room is for bicycles or surfboards. Other types of vehicles may not be stored in the Storage Room. All provisions below describing “bicycle” apply to “surfboards” as well.

C. Registration – All bicycles and surfboards must be registered with the Manager for a Storage Room permit and assigned storage area. Registration forms are available from the Office. Registration must be completed every 90 days the Storage Room is being used for storage.

D. Deposit – A \$50.00 refundable deposit is required for issuance of the Storage Room corkey. The \$50.00 will be refunded at the time the Storage Room is no longer being used and corkey returned. Any clean up charges or damages to the Storage Room shall be deducted from the deposit.

E. Spaces – Only one full-sized bicycle and one child-sized bicycle are allowed per storage space. Bicycles must be stored within their assigned storage space. Users are responsible for the cleanliness of their assigned area.

F. Locks and Covers – A bicycle lock and cover may be used for the stored bicycle. All other bicycle related items such as spare parts, tools, pump, and other items are prohibited from being stored in the Storage Room.

G. Abandoned Property – Bicycles and surfboards not registered for longer than 90 days will be considered abandoned property. A notice will be sent to the owner and the abandoned property will be stored separately for 60 days. After this 60-day period has ended, the abandoned property may be disposed of by the Association in accordance with the law regarding abandoned property and the deposit forfeited.

H. Ban – Anyone misusing or violating the rules of the Storage Room may be banned from the use of the Storage Room by the Manager or the Board of Directors.

V. APARTMENTS

1. APARTMENT USE

A. Use – Apartments shall be used for dwelling purposes only. Apartments shall not be used for commercial activity, short-term rentals, or for any other commercial purposes. This provision shall not prevent units from being sold, rented, or leased for residential or living accommodations in accordance with the By-Laws and Declaration.

B. Maintenance – Proper repair and maintenance of the apartment is the responsibility of the respective owner. All owners are responsible for the air conditioning, exhaust vent fans and filters, electrical wiring, and plumbing that service only their Apartment. All electrical and plumbing repairs must be performed by a licensed contractor.

C. Structural Changes – No structural changes of any type shall be permitted to an apartment. This includes the external structure of the apartment.

D. Renovations – Please see Section VI. for renovation policy and guidelines.

E. Unit Entryway – All occupants shall keep their respective entryway clean and clear of obstructions. This includes the walls and doorway.

F. Closed Doors – All apartment entry doors shall remain closed at all times except to enter or exit the apartment.

G. Exterior – Except as otherwise permitted by law, nothing shall be attached to or hung from the exterior of any apartment's door, lanai, windows, walls, sliding doors, or ceiling thereof. No equipment shall be installed on the exterior of an apartment, common element, or limited common element.

H. Water Use – Water shall not be left running for any unreasonable or unnecessary length of time or while no one is present within the apartment. Faulty fixtures must be repaired immediately.

I. Appliances – Appliances shall not be left unattended while in operation. Appliances include washing machines, dryers, dishwashers, and stoves. Use of appliances is restricted to occupant's personal use.

J. Electrical and Plumbing Fixtures – All electric and plumbing fixtures, such as garbage disposals and toilets shall be used only for the purpose for which they were intended and designed.

K. Oil and Grease – Oil and cooking grease shall not be disposed of in any drains.

L. Hazardous Materials – The storage and/or use of any hazardous materials, such as gasoline, kerosene, naphtha, benzene, or other flammable substances deemed hazardous to persons or property is prohibited. Prior written approval by the Board is required for use in minor quantities by professionals for repair and maintenance.

M. Machinery – Unless prior written consent by the Board is obtained, it is prohibited to install or operate any machinery, refrigerating or heating device, or any illumination other than common electrical light and household appliances.

N. Dusting and Sweeping – No objects shall be dusted or shaken from windows, doors, or lanais. Dust, rubbish, or litter shall not be swept, thrown, or washed from any unit on to any part of the Project. Furthermore, nothing shall be thrown or disposed of out of windows, doors, or lanais into any part of the Project.

O. Smoke Detectors – An operational and charged smoke detector is required inside every apartment near each bedroom.

2. LEAKS

A. Containment – When a leak in a unit is detected, corresponding shut off valves should be turned off followed by efforts to contain the leak if possible. (example: catching water with buckets, towels, containers, etc.)

B. Notification – Notify the Manager of a leak immediately. Courtesy Patrol should be notified if the leak occurs after Manager's office hours. In an emergency a plumber or remediation company should be called.

C. Source Determination – Harbour Ridge staff will determine the source of the leak. If the origin of the leak is a common element, Harbour Ridge staff will take appropriate measures to remediate the leak.

D. Origin from Unit – If the source of the leak is determined to originate from within a unit, it is the owner’s responsibility to remediate the leak. Owners have 48 hours from being notified to remediate a non-emergency leak. Emergency leaks are required to be remediated immediately. Emergency leaks are those that may threaten other apartments or common elements.

E. Failure to Remediate – If a leak is not remediated in the appropriate time frame, the Manager or Board of Directors may take necessary steps including entering the responsible unit to remediate the leak at the cost of the unit owner.

3. WINDOWS

A. Window Coverings – Window coverings are required on all windows facing the exterior of a Unit. Window coverings must be properly hung and maintained in a clean undamaged condition. Visibly stained, torn, or missing coverings must be replaced within 14 days of damage.

B. Uniformity – Window coverings facing the exterior of the Unit must be white or off-white in color. Window coverings must be solid in color and may not display any design, pattern, or variations in color.

C. Aesthetic Conformity – Windows must remain visibly unobstructed by any furniture or large items that interfere with the aesthetic conformity of the exterior of the building. This determination is at the discretion of the Manager or Board of Directors.

D. Decorations – The exterior of all windows shall be kept clear of all objects. Holiday decorations may be hung from the interior of a window during the month of that holiday. Decorations must be removed by the end of the calendar month in which the holiday falls.

4. LANAIS

A. Plants – Potted plants may be placed on lanais. Proper containers shall be placed under all flowerpots. All plants shall be kept in an attractive and aesthetically pleasing manner and condition. Water and any plant debris must not extend beyond the apartment’s lanai. Plants must be kept pruned and shall not protrude or extend beyond lanai railings.

B. Cooking – The use of charcoal barbecues, gas grills, or other similar devices is not permitted on apartment lanais, provided that electric grills are permitted.

C. Furnishings – Lanais may be furnished with appropriate and typical lanai furniture. Furniture designed and intended for indoor use is not permitted on lanais.

D. Storage – Lanais may not be used as a storage area. Nothing may be stored on lanai areas that would interfere with the aesthetic conformity of the exterior of the building.

E. Removal of Plants/Objects – The Board, with reasonable judgment, may order the removal of any plant or object placed on lanai areas deemed to present an interference with the

aesthetic conformity of the exterior of the building, a nuisance, unreasonable risk of pest infestation, harm to persons or property, or is classified as an invasive species.

5. LAUNDRY

A. Hanging – Laundry is not permitted to be hung outside an apartment for any purpose nor shall laundry be hung in doorways, windows, or lanais in such a manner as to be visible from the exterior of the apartment.

B. Hoses – All washing machines shall have a minimum of 250 PSI hoses installed.

C. Lint Filter – Clothes dryers must be operated with a fitted and clean lint filter.

D. Quiet Hours – Please limit use of washers/dryers during building quiet hours of 10 p.m. – 8 a.m.

6. ANIMALS

A. Prohibited – No dogs, cats, birds, or other any other animals whatsoever shall be allowed or kept in any part of the Project except with the prior written approval by the Board. However, subject to reasonable requirements, occupants and guests with a disability may keep animals upon which they depend for assistance. Please see the “Association of Apartment Owners of Harbour Ridge Request for Reasonable Accommodation” policy available through the office.

B. Control of Animal - All animals granted an exception to the prior provision are required to be under the control of the animal’s owner or handler by use of harness, leash, tether, cage, carrier, or other physical control in common areas. If physical control is impracticable, the animal is required to be under control by voice controls, signals, or other effective means.

VI. VEHICLES/PARKING

Definition – For purposes of this section, “Motor vehicle” is defined as a self-propelling vehicle designed to transport persons or property.

An unauthorized or illegally parked motor vehicle parked on the project shall be subject to towing at the vehicle owner’s expense without warning or notice. The owner is responsible to remove any unauthorized motor vehicle from their assigned parking stall.

1. ASSIGNED PARKING STALLS

A. Usage – Assigned parking stalls are for motor vehicles only.

B. Maintenance – Owners are responsible for the maintenance of their assigned parking stalls. Stalls shall be kept clean and free of debris.

C. Repair Work - No major repair work (work requiring more than one hour to complete) shall be permitted in any parking stall.

D. Parking Stripes – All motor vehicles must be parked completely within their assigned stall. Any part of a vehicle extending into or past the parking stripe is considered a violation and is subject to towing without warning or notice.

2. VISITOR PARKING

A. Registration – All visitors parking in visitor parking stalls must register at the front desk and provide the name of the driver, date and time the motor vehicle parked, the unit number of the apartment the person is visiting, and the make, model, and license plate number of the vehicle parked in the visitor parking stall.

B. Contractors must register – Contractors must register with the Office regardless of where they park their vehicle.

C. Unauthorized parking – All unregistered vehicles shall be subject to towing without prior warning or notice.

D. Temporary/Emergency Parking – The Board of Directors and Manager may designate portions of the common elements as temporary or emergency parking.

E. Visitor Parking Hours – Visitor parking is closed between 12:00 a.m. and 04:00 a.m.

3. LOADING ZONE PARKING

A. Loading Zone Parking – The two designated parking stalls on the second level parking deck are reserved for loading and unloading. All vehicles parked in the loading zone stalls must be registered at the sign-in station next to the second floor elevators.

B. Time Limit – Vehicles may be parked in the loading zone stalls for a maximum of 15 minutes.

4. CAR WASH

A. Car Washing – Car washing is limited to occupant’s assigned parking stall.

VII. ALTERATIONS/RENOVATIONS

1. GENERAL REQUIREMENTS

A. Written Proposal – Alterations/Renovations to a unit require a written proposal be submitted to the Office for review by the Board of Directors. The Board must approve the proposal before any work is done to the unit.

B. Proposal Requirements – A written proposal for renovations must include diagrams, samples, specifications, technical data, and all other relevant information related to the renovation. Failure to submit any of the required information will result in an automatic rejection of the written proposal.

C. Worker/Contractor’s Responsibility Agreement – A Worker/Contractor’s Responsibility Agreement must be submitted to the Office for every worker/contractor that will be working on the unit. Copies of the Agreement are available from the Office.

D. Licensed Contractor – A licensed contractor is required to perform any electrical or plumbing work.

E. Materials/Clean Up – All materials and debris must be clear from the common elements by the end of the work day (4 p.m.). Construction materials and debris must be removed from the Project and may not be placed down the trash chute or in the refuse containers in the trash room.

F. Concrete – No work shall be done that will involve the pouring, chipping, or removal of concrete or any substance that may impair the structural integrity of the building or change the outside appearance of the building.

2. FLOORING REQUIREMENTS

Flooring renovations must comply with all requirements described in Article VII, Section 1 (General Requirements), including the submission of all documents.

A. Bare Floor – Bare floors in an apartment are prohibited on the project.

B. Sound Transmission Co-efficient – Any replacement of flooring shall have a Sound Transmission Co-efficient (“STC”) equivalent to 72 or higher.

C. Impact Noise Rating – Any replacement of flooring shall have a Impact Noise Rating (“INR”) equivalent to 72 or higher.

D. Non-Conforming Flooring – If a unit’s flooring is replaced with material that does not comply with the STC or INR requirements, the owner of the unit is required within 30 days to correct the unit’s flooring to comply with the STC or INR requirements. Failure to comply will result in fines/citations.

EXHIBIT A

ASSOCIATION OF APARTMENT OWNERS OF HARBOUR RIDGE

HOMEOWNER’S INSURANCE REQUIREMENT

In accordance with the Hawaii Revised Statutes § 514B-143(g), the Board of Directors is authorized to require each Association member to obtain insurance, in the form of an “HO-6” policy or its equivalent, for the member’s respective unit(s).

Effective May 15, 2009, every owner is required to have their own insurance policy. The minimum coverages are:

Deductible:	\$2,500.00
Dwelling:	\$10,000.00
Loss Assessment:	\$25,000.00
Liability:	\$300,000.00

All owners are encouraged to evaluate their own needs for “Loss of Use”, “Personal Property”, and other coverages within their insurance policy.

Unit owners should check with their own insurance agent on coverage issues. In addition, owners who rent their units should check with their agents to ensure they obtain adequate coverage for their rental unit and encourage their tenants to obtain a renters insurance policy.

All owners must provide to the Association’s insurance broker a current Certificate of Insurance evidencing compliance with this requirement. All new owners must provide a Certificate of Insurance to the Association’s insurance broker evidencing compliance with this requirement no later than ten (10) days following closing of the sale of their unit.

If a unit owner fails to purchase insurance, the Board may purchase insurance for the unit owner and charge the unit owner the reasonable cost of the premium.

HRS § 514B-143(g):

The board, with the vote or written consent of a majority of the owners, may require unit owners to obtain reasonable types and levels of insurance. The liability of a unit owner shall include but not be limited to the deductible of the owner whose unit was damaged, any damage not covered by insurance required by this subsection, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings.

If the unit owner does not purchase or produce evidence of insurance requested by the board, the directors may, in good faith, purchase the insurance coverage and charge the reasonable premium cost back to the unit owner. In no event is the association or board liable to any person either with regard to the failure of a unit owner to purchase insurance or a decision by the board not to purchase the insurance for the owner, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained.