

Poipu Kai Association

Association Rules (July 23, 2008)

Terms and Abbreviations

The following abbreviations are used throughout this document:

- "PKA" for the Poipu Kai Association;
- "C&R" for the Declaration of Covenants & Restrictions of Poipu Kai Association;
- "Resort" for the Poipu Kai Resort;
- "Board" for the PKA Board of Directors;
- "Design Committee" for the PKA Design Committee;
- "Residence" for any apartment unit on a Multiple Family Residential Lot, any Condominium Unit, or any home built on a Single Family Residential Lot; and
- "Residents" for Resort owners, lessees, and renters, and members of their families.

Introduction

Section 5.06 of the C&R provides for the establishment of "Association Rules" which are additional requirements of owners instituted by the Board to supplement the C&R. For the most part they give a common sense approach for neighborly living and help to establish and maintain the quality of living in the Resort.

The C&R contains various rules and restrictions governing the use of Residences located in the Resort, and the owners should familiarize themselves with the rules and restrictions. The C&R is available for inspection in the PKA office. A number of C&R provisions are directly related to our concept of neighborly living and require no additions or enhancements. They are listed here for convenience:

C&R 3.01(a)(2) - Single Family: No more than one family shall occupy any Single Family Residential Lot, any apartment unit on a Multiple Family Residential Lot, or any Condominium Unit, except that in the case of a Single Family Residential Lot a second family may occupy a guest house on a temporary basis.

C&R 3.01(a)(3) - Maintenance: Each lot and all improvements located thereon shall be maintained by the Owner thereof in good condition and repair, and in such manner as not to create a fire hazard or visual or other nuisance, all at Owner's expense.

C&R 3.01(a) (4) – Landscaping: Vegetation within any lot shall be in good and attractive condition and shall be planted and maintained in such a manner as to (i) prevent or retard shifting or erosion of the lot and (ii) comply with all height and other visual requirements set by the Design Committee.

C&R 3.01(a) (15) – Business Use: Except in the case of commercial lot's, no gainful occupation, profession or trade shall be maintained on any lot or in any structure on any lot without the prior approval of the Design Committee, except that this provision shall in no way limit nor prevent Owners from renting their houses, apartment units or Condominium Units.

C&R 3.01(a) (25) – Fences: No fence or wall shall be constructed on any lot unless and until a permit for same has been issued by the Design Committee, and then only in strict accordance with the terms of such permit. Any fence or wall shall be maintained by the Owner of the lot on which such fence or wall is located.

C&R 3.01(a)(29) – Fires: There shall be no exterior fires, except barbeque and incinerator fires contained within facilities or receptacles and in areas designated for such purpose. No Owner shall permit any condition which creates a fire hazard or is in violation of any fire prevention regulations.

PKA Association Rules

Listed below are the Association Rules adopted by the Board as of October 6, 2007. The listing is in two sections: The first list contains rules for enhancement of specific existing C&R provisions. They do not eliminate or weaken the C&R provision, but seek to improve it. In the second list are rules that have no C&R reference.

The PKA Association Rules apply to all Residences, facilities, properties and persons within the Resort. Each Association of Apartment Owners (AOAO) located within the Resort may adopt rules that are more restrictive than the PKA Association Rules, but may not adopt rules that reduce or weaken the PKA Association Rules.

Complaints or suggestions related to the Association Rules may be made in writing to the Association President or the PKA General Manager. (See Legalities below.)

Enhancement Rules

Noise: No Resident shall make or permit to be made any noise by himself, his family or his licensees and invitees, which will annoy or interfere with the rights, comforts and convenience of neighbors. Particular attention must be paid to maintaining a minimum of noise after 10 p.m. Sunday through Thursday nights, and after midnight Friday and Saturday nights. In particular, this applies to social gatherings, TV sets, radios, stereos and musical instruments. Workmen are not allowed to perform construction or operate landscaping equipment before 8:00

a.m. or after 5:30 p.m., except in an emergency. No construction or commercial landscaping work is allowed on Sundays.

C&R 3.01(a)(5) - Noise: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other Owners of all lots in the enjoyment of their lots. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the lot and improvements located thereon, shall be placed or used upon any lot without prior written approval of the Design Committee.

Signage: Signs, as defined in C&R 3.01(a)(8), are prohibited on or in view of the PKA greenbelt. This includes but is not limited to For Sale, For Rent, or For Lease signs; political signs; and advertising or other business signs. A single conforming For Sale sign must be located curbside on the front side of the property, near the mailbox, driveway and/or other access to the entrance of the property. Further, two (2) temporary Open House sign per lot or unit may be displayed between 8:00 a.m. and 5:00 p.m. on a convenient PKA roadway or intersection, so long as it does not interfere with pedestrian or vehicular traffic.

C&R 3.01(a)(8) – Signs: No signs whatsoever shall be erected or maintained upon any lot, except: (i) Such signs as may be required by legal proceedings, (ii) Such signs as Declarant may erect or maintain on a lot prior to sale and conveyance, (iii) Residential identification signs of a combined total face area of one square foot or less for each residence, (iv) Not more than one "For Sale" sign, such sign to refer only to the premises on which it is situated, and to be in such standard form as set by the Design Committee, (v) Such signs as shall be permitted in any supplemental declaration annexing a commercial lot, (vi) Any sign which does not comply with the above, but has been allowed by written permission of the Design Committee, provided such sign strictly complies in all respects with such permit.

Parking: Condominium Residents and guests are to park within spaces specifically allocated for their units and follow the parking regulations of their particular condominium association.

Residents and guests in single-family houses are to park in closed garages whenever possible, and on their respective driveways otherwise. For security reasons garages should remain closed, particularly at night.

Overnight parking on streets, road shoulders, or PKA easements is not allowed.

Temporary parking (up to 4 hours) during the day on road shoulders or easements in front of Residences is allowed if special precautions are taken to protect sprinkler systems, grass, and plants from damage. Permission must be sought from neighbors before parking in front of their Residences.

Under no circumstances will mechanical repairs or maintenance of any vehicle be made while parked within the common or limited common areas, except emergency repairs to start the vehicle or change a flat tire.

Violators of parking regulations may be cited and/or have their cars towed away at owners expense.

If your parking needs fall outside of these guidelines, please consult with the PKA General Manager to see if appropriate accommodations can be made.

C&R 3.01(a)(9) - Parking: No mobile home, travel trailer, truck camper, house trailer or similar facility, or any boat, shall be placed upon any lot except for storage purposes in strict accordance with Association Rules in effect from time to time. No stripped down, wrecked or junk motor vehicle or parts shall be kept, parked stored or maintained on any lot. No truck of more than one ton capacity nor any commercial vehicle bearing commercial insignias or names shall be parked on any lot except within an enclosed structure or a screened area which prevents such view thereof from adjoining lots and roads, unless such vehicle is temporarily parked for the purpose of serving such lot, or unless such truck or other vehicle is being used to construct improvements on such lot. The parking of vehicles on the roads shall at all times be subject to and in accordance with applicable laws and further restrictions established by supplemental declarations of the Association Rules.

Pets/Animals: Up to two dogs and/or three cats may be kept and maintained within a Residence and/or enclosed area related to the Residence. No livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any part of the Resort. No owner shall cause or allow the breeding, boarding or raising of any pet or animal for any commercial purpose.

Walking of a dog outside of the confines of a Residence shall be on a leash and shall be only in the following areas:

- The roadways and sidewalks within the PKA property;
- The landscaped PKA common areas east of Pe'e Road; and
- The landscaped common areas of the Resort's condominium properties as governed by each condominium association's rules and regulations.

Owners shall be responsible for cleaning up after their animals in a sanitary manner.

All animals living in PKA shall be registered with the PKA General Manager. Included shall be the name, address and phone number of the owner, name of the animal, and a photograph of the animal. Animals shall wear identification tags and optionally have implanted ID tags from the Humane Society.

If the Board shall act upon a signed complaint from six (6) or more owners, the pet (dog or cat) must be permanently removed from the Resort within ten (10) days of receipt of written notice from the Board.

C&R 3.01(a)(7) - Animals: No animals or insects shall be maintained on any lot, other than a reasonable number of generally recognized house pets kept for the Owner's personal pleasure and not for sale or other commercial purposes. No animals or insects shall be permitted which are or may become in the judgment of the Association a nuisance to neighbors. No animals or insects, unless fully controlled by the persons responsible for such animals or insects, shall be permitted on any Common Property.

Pool/Recreation Areas: Use of the swimming pool, recreation areas and facilities shall be limited to Residents and their guests. No other person may use the swimming pool or recreation areas and facilities unless accompanied by a Resident.

Children 14 years of age and under shall not be permitted in the swimming pool, recreation areas and facilities unless accompanied by an adult.

All persons using the swimming pool do so at their own risk as no lifeguards are on duty.

Swimming pool rules are visibly posted at the pool area. Violators of these rules may be evicted from the pool at the discretion of PKA Security or the Resort management.

For the comfort and enjoyment of all users, a Resident may have no more than four (4) guests at the swimming pool or recreation areas and facilities of the Resort. Application for exception to this rule shall be submitted in writing at least 14 days in advance to the PKA General Manager. Application shall include the number of persons, purpose, length of time and chaperones to be present.

C&R 3.01(a)(6) - Camping: There shall be no camping upon any lot other than temporary camping for solely recreational purposes by members of a family owning a Single Family Residential Lot.

Trash & Garbage: Garbage must be placed in appropriate plastic bags and stored in garbage cans whenever possible. Clean rubbish must be bound in easily carried bundles. Garbage cans and bundled trash must be maintained so as to be non-visible from neighboring lots, roadways, or common property except during actual times of collection.

Residents of Single Family Residential Lot homes must place garbage cans and bundled trash curbside only on the morning of collection. All Residents must take green waste that is unbound to the green waste disposal site at the PKA maintenance yard.

Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge, noxious or flammable gases or vapors, or pose any hazard to health or property must be delivered and identified to the PKA maintenance yard.

C&R 3.01(a)(11) - Trash: All garbage, rubbish, and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring lots and roads, except during actual times of collection. The storage, collection and disposal of garbage, rubbish and trash shall be in strict compliance with Association Rules.

Aesthetics: Clothing or laundry shall not be hung on lanais or on or from lanai railings or courtyard fences for any purpose whatsoever. Clothing or laundry shall not be hung in doorways or windows in such a manner as to be in view of persons outside the buildings.

No rugs shall be beaten on the lanais, walkways, entryways or common areas, nor shall dust, rubbish or litter be swept from any Residence into common areas.

C&R 3.01(a)(12) – Clotheslines: Outside clotheslines or other outside clothes drying or airing facilities shall be maintained in such a manner and in such location as not to be visible from neighboring lots and roads.

Construction/Alterations: No structural changes of any type shall be permitted either inside or outside a Residence except in accordance with the PKA Bylaws. Construction, reconstruction, refinishing or alteration must be permitted by and in accordance with the requirements of the Design Committee.

No awnings, shades, windbreaks, or any other similar device that is visible from the exterior of buildings shall be installed without the prior approval of the Design Committee. This includes radio, television, and satellite antennas. No signs, signals or lettering shall be inscribed or exposed on any buildings, nor shall anything be projected out of any window or off any lanai or deck, without the prior approval of the Design Committee.

C&R 3.01(a)(21) - Antennas: No exterior antenna of any sort shall be installed or maintained on any lot except of a height, size and type approved by the Design Committee, provided, however, that this restriction shall not apply to any cable facility installed by Declarant. No activity shall be conducted within Poipu Kai which interferes with television or radio reception in Poipu Kai.

Property Storage: No items of personal property, including baby carriages, velocipedes, bicycles, portable backboards or surfboards shall be left or allowed to stand on any of the premises, other than within the confines of the Residence. Articles of any kind left on any of the common areas will be removed at the owner's risk and expense.

Items such as boats, trailers, hobby equipment, etc., must be stored within a permanent structure and not visible from abutting properties.

Common passageways must not be obstructed or used for any purpose other than egress and ingress without prior approval of the Board.

C&R 3.01(a)(28) - Storage: No furniture, fixtures, appliances or other goods and chattels shall be stored in such, a manner that such property is visible from neighboring lots, roads or Common Property.

Fireworks & Hazardous Materials: Fireworks are prohibited in every area of the Resort at all times.

C&R 3.01(a)(16) – Firearms: There shall be no hunting or discharge of firearms on any lot.

C&R 3.01(a)(19) – Hazardous Materials: There shall be no fuel or other readily combustible materials stored on any lot except reasonably necessary amounts of propane gas, LPG and gasoline or diesel fuel. All fuel tanks or similar storage facilities shall either be constructed as an integral part of the main structure or shall be installed, screened and maintained in such a manner as not to be visible from neighboring lots, roads or Common Property.

Additional Rules

Property Ownership: Timeshare and Fractional Use Ownership are prohibited at Poipu Kai.

Violations: For flagrant and continuous violations of Association Rules and the C&R, and after all other avenues have been exhausted, PKA reserves the right to seek remedies through the laws of the State of Hawaii.

Keys: If common area keys are lost, a reasonable replacement or service charge will be made.

Children/Loitering: No one shall be permitted to loiter on PKA common property, and children's play shall be restricted to recreational areas, playgrounds, pools, and greenbelt areas.

Residents and their guests shall be responsible for the conduct of their children at all times, ensuring that their behavior is neither offensive to any other Resident or guest, nor damaging to any portion of the common property.

Walkways: Pedestrians always have the right of way on all walkways. Bicycles and golf carts must give way to pedestrians.

Skateboards or any type of motorized scooters are not allowed on PKA walkways.

Solicitation: No solicitation or canvassing shall be allowed within the Resort at any time.

PKA Employees: No PKA employee shall be asked to perform any private business, or to leave the Resort, by any occupant or owner. The repair and maintenance of home interiors is the responsibility of the individual owners.

Leasing/Renting: Subject to the PKA Bylaws, owners may lease their Residence or make it available to friends, but the person or persons leasing, renting or living in their Residence shall abide by the Association Rules, and the owners shall assume responsibility for the occupants' conduct.

Each owner or tenant shall be held personally responsible for any damage or destruction to any common or limited common elements caused by himself, his children, his guests, customers or employees or any other occupants of his Residence. In the event PKA incurs expenses due to violations of these Association Rules by lessees, licensees and invitees, the owner shall be responsible for payment of the expenses.

Upon request of the Board or PKA General Manager, for good cause, owners shall immediately abate and remove any lessee or guest from the premises, without compensation for lost rentals or any other damage resulting there from.

NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the association does not discriminate on the basis of race, sex, including gender identity or expression, 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 Hawaii Revised Statutes chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the Project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- In granting or withholding any approval or consent required under the Association's rules.
- In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- In connection with requests of disabled occupants or visitors of the project to have certified guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the association rules, to enable those occupants to have full use and enjoyment of the project.

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