

***MARINER'S
VILLAGE THREE
COMMUNITY
ASSOCIATION***

HOUSE RULES

with

**ARCHITECTURAL
GUIDELINES**

Effective March 1, 2002

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INTRODUCTION

The philosophy of these Rules is to provide "common sense" guidelines for the Owners, Residents and Guests of Residents of the Mariner's Village Three Community Association. Living in a Planned Unit Development requires that community interests take precedence over some personal preferences at times. Therefore, understanding that the Association enforces rules for the benefit of the community as a whole is necessary, and that conduct which might be permissible in a neighborhood of single family dwellings might be inappropriate here.

The objectives are to explain and supplement the By-Laws and the Declaration of Covenants, Conditions and Restrictions for Mariner's Village Three. The intent is to promote a harmonious community living environment that is consistent with cooperation, courtesy, privacy and respect that the Residents may expect within their residential community.

The Board of Directors of the Community Association has the responsibility of adopting and publishing these Rules as stated in Article III, Section 2 of the By-Laws. Authority for the administration and enforcement of these House Rules rests with the Managing Agent. The Resident Manager is the on-site authority, representing the Managing Agent and the Board of Directors. The interpretation of these Rules by the Resident Manager will be respected; however, should there be any conflicting opinions, a written appeal may be submitted to the Board within thirty (30) days. The Board will have the final interpretation of such conflicts; and, as stated in Article VIII, Section 1 of the By-Laws, may set penalties, fines or suspension of such rights for any violation of these Rules. Complaints and reports of violations should be directed immediately to the Resident Manager or Managing Agent. **VERBAL COMPLAINTS SHOULD BE FOLLOWED WITH SUBMISSION OF A WRITTEN COMPLAINT FORM.** Written complaint forms may be obtained from the Resident Manager.

These Rules may be changed, added to or have provisions deleted, as every rule is subject to review. If a situation arises that is not specifically covered by these Rules, the decision of the Resident Manager, Managing Agent and the Board regarding the matter will prevail until the Rules are amended.

Remember that these Rules are for the common good of the whole community. Authority derives from the Declaration of Covenants, Conditions and Restrictions ("CC&R's" or "Declaration") or the By-Laws, and in any conflict, the CC&R's and By-Laws will take precedence.

TERMINOLOGY

OWNER:	Any person, company, partnership, corporation, or trustee holding title to a specific Living Unit.
NONRESIDENT OWNER:	Owners not living at Mariner's Village Three.
RESIDENT:	Any person, including an Owner, his family members or tenants, whose principle place of residence is Mariner's Village Three.
TENANT:	Any person renting or leasing a Living Unit from an Owner, or Agent of an Owner
GUEST:	Persons who are on the premises for a short period of time at the invitation of a Resident.
AGENT:	Any individual or company who is empowered to act on behalf of any Owner.
ASSOCIATION:	All Owners acting in accordance with the By-Laws and Declaration.
BOARD OF DIRECTORS:	A nine-member Board representing the Association in all matters relating to the operation of the property.
MANAGING AGENT:	The management firm appointed by the Board of Directors, whose responsibilities and duties are outlined in the By-Laws, to include physical, administrative, and fiscal management of the property.
RESIDENT MANAGER:	Person authorized to exercise all duties set forth by the Managing Agent to include full authority to enforce the House Rules.
COMMON AREAS:	All real property leased by the Association for the common use and enjoyment of the Owners/designated Tenants, including all easements for parking purposes, easements for access and utilities purposes, and easements for drainage purposes.
LIVING UNIT:	That portion of a multi-unit building which is designed and intended for use and occupancy as a residence and which, except for any party wall, is situated entirely upon one residential lot.

OWNERS/AGENTS MUST COMPLY WITH ARTICLE VI (RENTAL UNITS) IF APPLICABLE. NONRESIDENT OWNER(S) WILL BE RESPONSIBLE FOR THEIR TENANTS' COMPLIANCE HEREIN.

ARTICLE I - GENERAL

1. **THE PREMISES SHALL NOT BE USED FOR ANY ILLEGAL PURPOSES OR ACTIVITIES.** A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
2. Owners and Tenants shall be responsible for acquainting their family members, other residents of the living unit, and guests with these Rules and for taking steps to insure that they conduct themselves in compliance with these Rules and with standards of reasonable conduct.
3. No commercial business activity is allowed that requires client or delivery visits. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
4. The Development shall be operated as a residential property. No rentals for periods of less than 30 days or the provision of customary hotel services for transient or hotel purposes are permitted.
5. No soliciting of goods or services shall be permitted on the premises by non-residents. This Rule does not prohibit someone from responding to a resident's specific request for goods or services. Residents are permitted to solicit goods and services for non-profit organizations only. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
6. Association employees are prohibited from performing work for any owner during scheduled working hours in accordance with Association employment practices.
7. "For Sale" signs may only be displayed on Thursdays for brokers' open and on Sundays for open houses. Signs promoting commercial activities are prohibited.
8. Neither the Resident Manager nor the Managing Agent shall be responsible for any personal property or deliveries left in yards or other areas of the Living Units; nor for any article left with an employee of the Association for any purposes.
9. All storage in individual garage storage lockers is at the risk of the Resident. The Resident Manager, the Managing Agent, and the Association are not responsible for loss or damage to stored items.
10. All damage caused by an Owners' agent, tenants, family or guests is the joint and several responsibility of the Living Unit Owner(s). This will include buildings, grounds, walls, trim, finish, stairs, or any other portion of the Development. Any damage caused by cleaning chemicals, or other such material used in the attempt to remedy such damage, is also the full responsibility of each Owner, who shall pay the full cost of restitution or removal and/or replacement of said damaged items.

11. All Residents shall avoid making noise and using musical instruments, radios, television and amplifiers in such a manner as may disturb another Resident of reasonable sensibility as determined by the Resident Manager. This Rule shall have general application at all times; however, the hours between 10:00 P.M. and 8:00 A.M. shall be the evening hours of quiet. Complainants should contact the Police immediately; a written complaint should be filed with the Resident Manager. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
12. Residents shall not use or bring onto the premises, any hazardous fluids, such as gasoline, kerosene, naphtha, benzine, or other flammables, or articles deemed especially hazardous to persons or property, except in small units for household use. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$300.00.
13. Textile items, including clothes and towels, shall not be hung on lanai railings or fences. No visible clotheslines shall be allowed on lanais, patios, or common areas. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$25.00.
14. Nothing shall be left on the top of lanai railings or walls. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
15. Nothing shall be allowed, done or kept in any Living Unit which would overload or impair the floors, walls or roofs thereof. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
16. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, the Board is authorized to grant disabled residents:
 - a. Permission to make reasonable modifications to their dwellings and/or the common elements at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their dwellings; and
 - b. Reasonable exemptions from the Declaration, the By-Laws and the House Rules when necessary to enable them to use and enjoy their dwellings.

Those individuals applying for modifications or exemptions under this Rule shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the disability being accommodated, the reasons that the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request.

The Board may require the Owner and the Association to execute a written memorandum of understating regarding the request. The Board meets periodically. If the request must be considered before the next Board meeting, please include this information on your request explaining the need for expedited action.

ARTICLE II - COMMON AREAS

1. Common area walkways, driveways and recreation areas must not be obstructed. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
2. No personal property shall be left or allowed to stand in any part of the common areas. This means anything outside the perimeter walls of a Living Unit. Exemptions may be made at the discretion of the Resident Manager with the approval of the Board of Directors. In addition to the removal of personal property, A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
3. Powered vehicles (except emergency and maintenance vehicles) may not be driven on the plants, ground cover, lawns nor walkways. Non-powered vehicles (i.e. bicycles, tricycles, skateboards, roller skates, etc.) are not allowed to be ridden or driven on plants nor ground cover. Users of non-powered vehicles must yield to pedestrians on walkways. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
4. **Sporting Equipment.** Any use of sporting equipment that could damage property will not be allowed within 25 feet of any Living Unit. All projectiles are to remain at least 25 feet away from any Living Unit. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
 - a. Basketball equipment may not be attached to any structure nor used in common areas or limited common areas.
 - b. Golfing equipment is not allowed on the common areas.
5. **Damage Repair.** The Board of Directors may levy an additional penalty equal to the cost of repairing any damage to the common areas caused by an Owner, Tenant, or their Guest(s).

ARTICLE III - AUTOMOBILES AND PARKING AREAS

1. **Tandem Parking.** Tandem parking is prohibited. In addition to the towing of vehicles, A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
2. **Guest Parking.** Guest parking areas are reserved for guests and service vehicles. Parking is only permitted in marked stalls. If no guest parking is available, guest(s) should find appropriate City & County on-street parking.

Parking is prohibited from 2 A.M. to 6 A.M. in the guest parking stalls unless a guest pass is obtained from the Resident Manager in advance during the hours of 7 a.m. to 3:30 p.m., Monday through Friday. In addition to the towing of vehicles, a violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

3. **Obstructions.** No vehicle (except for emergency and maintenance vehicles) will be allowed to block or park in any driveways, sidewalks or other common areas. In addition to the towing of vehicles, a violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
4. **Storage.** No common area, driveway or guest parking stall may be used for the storage of any items without the prior written authorization of the Board of Directors which may be revoked at any time. In addition to the towing of vehicles and the removal of other personal items, A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
5. **Cleaning.** Residents are responsible for the cleanliness of their respective stalls, including the removal of any oil, grease build-up, or foreign substances. Upon one week's written notice by the Resident Manager to the Resident and/or a copy to a non-resident Owner to clean the respective parking stall, the Resident Manager will have the stall cleaned and the Owner shall reimburse the Association for all costs involved, including the cost to repair any damage to said parking stall. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
6. **Repairs.** No repairs to vehicles shall be permitted on the premises except for those of a minor/emergency nature. Minor/emergency repairs shall consist of those that take no longer than 48 hours to complete. Said repairs shall not create a dangerous or unsanitary condition. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
7. **Injurious Substances.** No spraying of paint, solvents, chemicals and foreign substances, nor shall any toxic, noxious, hazardous or offensive activity be permitted within the carport stalls, open parking stalls, or driveways. The offending party will be responsible for any ensuing liability that may result from such activities, either from the Association or

neighbors, respectively. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$300.00.

8. **Carport Stalls.** Carport parking stalls shall only be used for the parking of motorized vehicles.
 - a. Storage/disassembly of registered vehicles* in the respective parking stalls shall be maintained in an orderly and neat appearance by the Owner/ Tenant. The Resident Manager may request that a stored vehicle be covered.
 - b. Storage will only be allowed in enclosed storage compartments built in accordance with the approved Architectural Guidelines.
 - c. Recreational equipment may be hung from the garage ceiling, provided such equipment is maintained in a tidy condition.
 - d. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
9. **Towing.** Where safety concerns are involved or where vehicles are in violation of above Rules 1, 2 or 3, the vehicle may be towed off the premises with all costs for such removal being the responsibility of the vehicle owner even if no prior warning has been issued.
10. **Registration.** All Residents must register their vehicles within two weeks of taking occupancy of the Living Unit, by providing the Resident Manager the make, model and license plate number of their vehicle(s). Residents may submit their registration in writing or by calling the Resident Manager. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

ARTICLE IV - REFUSE COLLECTION

1. **Placement.** Trash must be placed INSIDE THE BINS. No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common areas of the Development outside of these bins. All items too large to fit inside the trash bins must be broken up in smaller pieces.
2. **Bulky Items.** Furniture, mattresses, appliances or bulky, heavy items must be disposed of by the Resident privately outside of the existing refuse system provided by the

* Registered vehicles are those vehicles registered with the Resident Manager as the designated occupant's vehicles.

Association. The Resident may use the City and County Bulk Item pick-up service provided that the Resident Manager's approval is obtained prior to the items being placed on the common areas. A violation of this section shall result in a fine of \$100.00.

3. **Organic Material.** All gardening refuse, private yard clippings, dead foliage, rotten fruit, and other organic rubbish must be disposed of in the trash bins. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
4. **LITTERING IS NOT ALLOWED.** A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.

ARTICLE V - SWIMMING POOL

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

Mariner's Village Three swimming pool and facilities are private and their use is therefore limited to Residents and their Guests. The following Rules shall be enforced concerning the pool so that ALL residents may safely and enjoyably use the pool:

1. Swimming is permitted during the hours of 8:00 A.M. to 10:00 P.M. Sunday through Thursday; and 8:00 A.M. to Midnight, Friday and Saturday and the day before a State Holiday. Quiet hours will be observed after 10:00 p.m., however, noise levels that disturb a person of reasonable sensibility at any hour will result in a violation. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
2. The pool gates must be kept locked at all times.
3. All residents and guests using the pool must be accompanied by a resident who is in possession of a pool key.
4. Children under the age of 12 must be accompanied by an adult. Parents and guardians are responsible for the conduct and safety of their children and are expected to utilize reasonable judgment and care to insure that their children do not wander into the pool area. Association personnel shall not be available to monitor children entering the pool area unaccompanied by an adult.
5. Diapers are not allowed in the pool. Proper swimming attire is required by all entering the pool. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
6. Running, pushing or shoving of anyone around the pool area is not allowed. Jumping into the pool from any part of the buildings, walls, or railings is prohibited. A violation of this

section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

7. Boisterous conduct is not permitted in the pool area. Loud noise or profane language is prohibited in the pool area. Earphones are required to be worn with audio devices in the pool area. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
8. Pets (except for trained guide dogs, signal dogs, or service animals) are **STRICTLY FORBIDDEN** in the pool and pool area. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
9. The use of glassware, bottles, ceramics, chinaware or other breakable containers in the enclosed pool area is forbidden. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
10. No pool furniture is to be removed from the pool area. A violation of this section shall result in a fine of \$300.00.
11. No large mats or flotation devices shall be used in the pool if they restrict the use or enjoyment of the pool by others. No scuba tanks are allowed in the pool, except for use by Association employees for the maintenance of the pool. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
12. No skateboards, bicycles, skates or other devices with wheels are allowed in the pool area. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
13. Consumption of beverages and food is prohibited in the pool. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

ARTICLE VI - RENTAL UNITS

1. **Responsibility.** Owner(s) are responsible for the actions or omissions of their Agent(s) or the Resident of the unit. Owners/Tenants are jointly and severally liable for the fines of the Tenant.
2. **New Tenant Notification.** Owner(s) or their Agents shall notify the Resident Manager of a new tenant; and, must notify the Tenant/Resident that they must register with the Resident Manager or the Managing Agent within 5 days after occupancy.

3. **Vacancy Notification.** Owner(s) or their Agents must notify the Resident Manager when their unit is vacant.
4. **Receipt of House Rules.** Owner(s) or their Agents will insure that all tenants receive a copy of these House Rules with Architectural Guidelines and any amendments upon registration.
5. **Compliance.** The Owners'/Agents' lease agreements must have a clause specifying the Tenants' compliance with the House Rules as a condition for continued tenancy.

ARTICLE VII - PETS

1. **Animals.** No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Development, except that dogs, cats, and other household pets in reasonable number as determined by the Board may be kept by the Owners/Tenants in their respective Living Units, but shall not be kept, bred or used therein for any commercial purpose, provided that any such pet causing a nuisance or unreasonable disturbance to any other Resident of the Development shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
2. **In Common Areas.** Pets shall not be allowed on the common areas unless carried or leashed by a responsible, controlling person. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
3. **Liability.** Any liability for personal injury or property damage resulting from the residence or presence of a pet is the responsibility of the Owner/Tenant and not of the Association.
4. **Waste Removal.** It is the responsibility of the responsibility of the pet owner or person accompanying the pet to sanitarly remove any waste/litter created by the pet. Sweeping or washing pet litter from a private area into the common area is not permitted. Litter must be wrapped securely and placed in the trash bins. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.
5. **Complaints.** Note that the pet owners are subject to the laws of the City and County of Honolulu concerning pet behavior and waste removal. Complaints regarding pet sanitation and behavior should be referred to the City and County of Honolulu, the State Department of Health and the Hawaiian Humane Society, as well as to the Resident Manager.

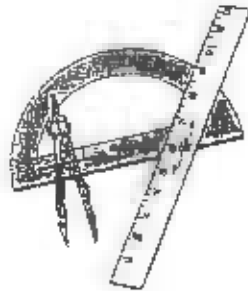
6. **Penalties.** The Board of Directors may levy an additional penalty equal to the cost of removing pet litter or the cost of repairing any damage to the common areas caused by a pet.
7. **Exemption for Handicapped Persons.** Notwithstanding anything to the contrary contained herein, Residents may keep trained guide dogs, signal dogs, or service animals upon which they depend for assistance, and such animals shall be allowed to walk throughout the common areas while carried or on a leash. This exception shall also apply to trained guide dogs, signal dogs, or service animals depended upon by handicapped guests of Residents. If such an animal causes a nuisance or unreasonable disturbance, the handicapped owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Development. Ejectment of such animal shall be required only if less drastic alternatives prove unsuccessful or would be futile. If the Board determines that such an animal must be ejected, the handicapped owner thereof may be allowed a reasonable period of time to attempt to obtain a suitable substitute animal, and the animal in question may be permitted to remain at the Development during that time, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon other occupants.

ARTICLE VIII - CITATIONS, FINES AND APPEALS

1. **Citations.** Citations for violations will be issued to the violator/Tenant and Owner of the Living Unit. A copy of the citation will be sent to Nonresident Owners. Apartment Owners shall be liable for their own fines and shall be jointly and severally liable for fines assessed against their Tenants, guests, family members, agents, employees, or the guests, family members, agents and employees of Tenants.
2. **Fines.** If an assessed fine is not paid when due, the fine will accrue interest at the reate of 12% per annum and effectively become a lien against the Living Unit, along with any other outstanding payments due from the Living Unit.
3. **Appeal Process.** A fine may be appealed by delivering written notice of your intent to appeal to the Board of Directors (c/o the Managing Agent) within 30 days after the date of the notice of fine. If you do not appeal the fine within the 30-day period, your right to an appeal is lost and you will have waived the right to dispute the fine or the violation in any proceeding including, but not limited to, mediation, arbitration or court proceedings.
 - a. **Notice of Appeal.** The written notice of intent to appeal must include a statement of the basis for the appeal.
 - b. **Appeal Hearing.** After receipt of a notice of intent to appeal, the Board will place the appeal on the agenda of the next regularly scheduled Board meeting.

- c. Disposition of Appeal. The Board will resolve the issue at the following regular Board meeting. The decision of the Board shall be final.
4. **Priority of Payment.** All payments received from and on behalf of Owners will be applied in the following priority:
- a. Legal fees and costs;
 - b. Non-sufficient funds charges;
 - c. Interest;
 - d. Late fees;
 - e. Parking fees;
 - f. Fines;
 - g. Any other outstanding fees or fines;
 - h. Common assessments.

ARCHITECTURAL GUIDELINES



REPAIR & MAINTENANCE OF THE LIVING UNITS & COMMON AREAS (ARCHITECTURAL CONTROL)

1. Violation of any of the provisions of the Declaration or Lease relating to architectural control, party walls and maintenance and repair, including, but not limited to Articles VII, VIII and IX of the Declaration may result in a fine of \$300.00 plus the cost of restoring or repairing the Living Unit or common area.
2. Any external installation/construction of structures or modifications to a Living Unit requires prior permission from: the Mariner's Village Three Board of Directors or the Architectural Review Committee, and Bishop Estate. A violation of this section shall result in a fine of \$300.00 plus the cost of restoring or repairing the Living Unit or common area.
3. The following are three (3) blanket exceptions to the requirement that the Board of Directors or the Architectural Review Committee approve the modification (the approval of Bishop Estate, governmental agencies and others may be necessary):
 - a. Screen doors that are installed neatly and professionally and whose finish is painted the same color as the doorframe, white, or a natural wood.
 - b. Carport storage lockers may be increased in size downwards that are installed neatly and professionally and whose surfaces are painted the same color as the existing lockers. Doors of the lockers must be secured in a manner that does not allow them to freely swing into an adjoining neighbor's area.
 - c. Window air conditioning units may be installed if installed neatly and professionally in accordance with the Architectural Guidelines and surrounding woodwork, if any, is painted the same color as the existing window trim.

The aforementioned additions will be allowed without Board or Architectural Review Committee approval provided that all modifications conform to existing building codes and must use termite treated wood is used, with the understanding that the Board and the Architectural Review Committee have the right to request refinements of the work. To qualify for the exception, the **RESIDENT MANAGER MUST BE NOTIFIED PRIOR TO ALTERATIONS.**

4. Prior to the start of construction, the Board of Directors or the Architectural Review Committee must approve any alterations to a structural member that affects more than one Living Unit and any alterations or usage of the ground areas under any Living Unit. A violation of this section shall result in a fine of \$300.00 plus the cost of restoring or repairing the Living Unit or common area.
5. The Board of Directors may levy an additional penalty equal to the cost of repairing any damage to the common areas caused by a modification to the Living Unit.

6. All modifications, alterations, additions, construction or other work on the Development shall conform to the policies and guidelines attached as Exhibits to these House Rules and incorporated herein by reference. The policies and guidelines attached as Exhibits are:

- Exhibit A: Responsibility Checklist [adopted 1/25/2000]
- Exhibit B: Architectural Review Procedures
- Exhibit C: Architectural Review Application Instructions
- Exhibit D: Architectural Review Application
- Exhibit E: Sample Construction and Maintenance Agreement
- Exhibit F: Architectural Guidelines
- Exhibit G: Association Policy on Soil Stabilization and Resulting Damages
- Exhibit H: Receipt, Waiver and Indemnity Agreement
- Exhibit I: Storage Areas/Excavations MVIII Association Policy, Background and Survey
- Exhibit J: Antenna and Similar Structure Policy

7. Notwithstanding anything to the contrary contained herein, handicapped Residents shall: (1) be permitted to make reasonable modifications to their Living Units and/or the common areas, at their expense (including, without limitation, the cost of obtaining any bonds required by the Declaration or By-Laws), if such modifications are necessary to enable them to use and enjoy their Living Units and/or the common areas, as the case may be, and; (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their Living Units and/or the common areas, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request; however, the Board may impose reasonable conditions on granting permission on reasonable exemptions. Living Units and/or common areas shall be restored to its original condition upon the handicapped Resident vacating the Properties.

RESPONSIBILITY CHECKLIST

The following reflects a list of building related items or components reviewed by the Board of Directors for the purpose of identifying whether the **Association** or **Owner** is responsible for their maintenance, repair or replacement. All items numerically referenced under "Notes" are explained in further detail at the end. If Mariner's Village Three (MVIII) is responsible and an item requires maintenance, please call the Resident Manager at 395-8522. Any Association checked item damaged through negligence of a resident will be the owner/resident's responsibility to repair or replace.

Item/Component	Association	Owner	Notes
Attic Interior		X	
Attic ventilation holes		X	
Backuo in unit	X	X	#1
Bottom storage locker		X	
Buildino water oressure reoulator	X		
Buildino water shut off valve	X		
Carport asohalt	X		#6
Carport concrete	X		#6
Carport light	X		
Carport oosts	X		
Carport roofs	X		
Doorbell		X	
Drain covers	X		
Driveway parking stall	X		#6
Dryer vent		X	
Dryer vent cap		X	
Dryer vent cleaning		X	
Drywood termites	X	X	#2
Electric meter (HECO)			
Exterior steps	X		
Exterior stucco and frame	X		
Fence gate and latch	X		
Fences - front carport	X		
Fences - inside	X		
Fences - outside	X		
Fire cabinet	X		
Fire extinguisher	X		
Fire hose	X		
Front door light bulb		X	
Front door light fixture	X		
Front door paint	X		
Glass surfaces/casement		X	
Glass weatherstripping		X	
Grounds around building	X		
Grounds in yard space		X	
Gutters & downsoots	X	X	#3

Item/Component	Association	Owner	Notes
Handrails	X		
Irrigation svstem	X		
Lanai floor/cellino		X	
Lanai inside frame		X	
Lanai rails. oanel and fascia board	X		
Main electric oanel	X		
Patio roof covers (owner constructed)		X	
Pests around building (within common area)	X		#4
Pests in attic		X	
Pests in house		X	#4
Pests in vard soace		X	#4
Retaining walls	X	X	
Roofs	X		#5
Screen doors		X	
Sewer Clean outs	X		
Sidewalks	X		
Staircases – exterior	X		
Staircases – Interior		X	
Subterranean termites	X		
Too storaoe locker	X		
Trash dumpsters	X		
Unit circuit breaker	X		
Unit water oressure reoulator	X		
Unit water shut off valve		X	
Water hose bibs - inside lanai/courtvard		X	
Water hose bibs - outside	X		
Water hoses		X	
Window frame - exterior	X		#7
Window frame - interior		X	#7
Wooden door frame - exterior	X		#7
Wooden door frame - interior		X	#7
Wooden doors - exterior		X	#7
Wooden doors - interior		X	#7

Notes

1. Backup in unit - If roots from the common grounds cause the backup, MVIII is responsible. If it is something from inside a unit, it is the owner's responsibility of that unit.
2. Drywood termites - MVIII will treat or replace for common areas or community facilities i.e. roof.
3. Gutters and downspouts - If installed by MVIII, MVIII is responsible. If installed by owner, owner is responsible.
4. Excludes vector control.
5. Owner constructed roofs are the responsibility of the owner.
6. Carport asphalt, concrete and driveway stalls are limited common elements. Resident is responsible for cleaning oil and other vehicle fluids.
7. Window and door frames - If the exterior of the frame is damaged, MVIII is responsible, but if it is the interior frame, then the owner is responsible.

ARCHITECTURAL REVIEW PROCEDURES

1. Obtain copies of the relevant design policies and procedures. If your work involves excavation or soil conditions, you may wish to borrow the soils engineer report packet from the manager's office. There are requirements for a receipt, waiver and indemnity and a \$20.00 refundable deposit on each soils engineer report packet borrowed. If you do not return the packet within 4 days, the deposit is forfeited. There is no exception to this rule since the Association will need to keep sufficient copies in stock. If not returned within the four-day time frame, the manager will arrange for another set to be copied so it can be loaned to other owners.

The information contained in these reports is made available to the owners for information purposes only. The Association has no opinion on the validity of the soils reports. Furthermore, the Association does not make any warranties express or implied, including warranties as to the fitness as to the use of these reports. You should confer with your own design professionals to determine whether these reports may be relied upon and whether further soils reports are necessary. You may not make any claims against the Association regarding these reports, and must protect the Association from all such claims. If you let anyone look at or make a copy of any report in the packet, you will be responsible for any claims that they may make against the Association based upon their reliance on these reports.

2. If the work involves more than one lot, the owners must submit a joint application.
3. You should hire design professionals, where appropriate, to prepare plans and specifications. Copies of the Association's applicable policies and procedures should be provided to the design professionals. Please be advised that if the Architectural Review Committee ("AR Committee") determines that design professionals are needed, your application may be denied.
4. Once plans and specifications have been developed, submit them to the AR Committee along with a completed application form for review and comment. If you have particular deadlines, please note them on the Architectural Review Application.
5. The AR Committee chair may give a preliminary decision on the application. The preliminary decision may indicate whether the change requires owner approval in addition to AR Committee approval or whether the AR Committee chair believes additional information is required. Please note that the chair's evaluation is non-binding and subject to change by a vote of the AR Committee or by the Board.
6. The AR Committee may, but is not required to, solicit comments from owners of adjacent lots.
7. If, in the unusual event that the AR Committee requires an independent report or professional advice, the cost will be borne by the applicant and not the Association.

8. The AR Committee will respond to your application within 30 days of submission of an application. The response can be that your application has been (a) denied; (b) denied with an explanation of the modifications which would result in approval; (c) approved; or (d) approved subject to certain conditions.
9. If your application is denied or denied with an explanation, subsequent applications will be treated as a new application for purposes of the 30-day time period.
10. If the AR Committee or the Board does not respond within 30 days of submission of an application, no Board or AR Committee approval is necessary. However, you still must comply with all other provisions of the project documents and legal requirements, and you may still require the approval of the Association members or lessor if required by the Association's Declaration or your lease.
11. An adverse decision of the AR Committee is subject to an appeal to the Board as a whole.
12. A decision of the AR Committee approving the application is subject to review by the whole Board, only if Board approval is one of the conditions of approval.
13. The AR Committee or the Board may impose any reasonable condition on work performed at the Project, including but not limited to conditions that:
- a. Limit the hours and days during which work can performed;
 - b. The applicant obtain the approval of the lessor;
 - c. The applicant obtain the approval of a specified percentage of the Association members;
 - d. The applicant obtain a valid building permit for the work before commencing construction;
 - e. The applicant hire a licensed contractor;
 - f. The applicant's contractors provide a certificate which names the Association, its Directors, Officers and committee members, its managing agent, and their employees as an additional insured on the contractors' liability insurance policy;
 - g. The applicant's contractor agrees that it will not impose a lien on Association property or seek payment from the Association for any amounts due under the contract;
 - h. The applicant agrees to be responsible for any damage to the common areas resulting from the work;
 - i. The applicant agrees to defend and indemnify the Association from any injuries or claims arising from the work;

- j. The applicant agrees that work will be completed in a timely manner;
 - k. The applicant agrees to pay a reasonable fee to cover design studies to complete the review;
 - l. The applicant signs an agreement in form and content satisfactory to the Association documenting the foregoing conditions and other appropriate subjects, such as the maintenance obligations for the work;
 - m. The work meets certain design or aesthetic standards; and
14. If changes are made to the original plans and specifications, the owners must provide as much advance notice as possible to the AR Committee. A new approval will be required. The AR Committee will attempt to act quickly in the event of changed conditions or the need for a change in plans and specifications. Therefore, the AR Committee Chair has authority to approve minor alterations to the plans and specifications. Phone conferences with the other members of the AR Committee are possible in cases of emergency.

ARCHITECTURAL REVIEW APPLICATION INSTRUCTIONS

1. GENERAL INSTRUCTIONS

- a. Application form must be typed or neatly printed. Applications will be rejected if they are illegible.
- b. If there is not sufficient space on the form, provide the information on a separate sheet. Note the number of the question next to the supplemental information.

2. INSTRUCTIONS FOR SPECIFIC ITEMS

- a. Provide the names of all the owners applying for the architectural review. If the architectural review involves more than one lot, provide the names of the owners of all the lots.
- b. List the street numbers and street names for the lots for which you are seeking architectural review. If there are multiple lots involved, list all the lots.
- c. Provide the name, mailing address, phone number(s) and fax number of the contact person.
- d. Provide a brief description of the work you plan to do. Copies of plans and specifications must be included with this application. If you do not provide sufficient information in the plans and specifications or the description, your application can be delayed.
- e. Provide the name, mailing address, phone number(s), and fax number(s) of the design professional, if any, who prepared the plans and specifications.
- f. Provide the name, mailing address, phone number(s), and fax number(s) of the contractors who have been hired for the work. A list of all the subcontractors with their mailing addresses, phone numbers, and fax numbers must be attached to this application. If you have not hired a contractor, or if any of this information changes, you must update this application.
- g. Provide the date you would like to start construction. Please be aware that the application process can take up to 30 days or longer if you do not provide adequate information. In addition, you may need to obtain approvals from the City and County and/or Bishop Estate/Kamehameha Schools.
- h. Provide the anticipated duration of the Project.

MARINER'S VILLAGE THREE COMMUNITY ASSOCIATION

ARCHITECTURAL REVIEW APPLICATION

1. Name of Applicant(s): _____

2. Address of Properties: _____

3. Contact Person: _____

4. Brief Description of Work: _____

5. Design Professional: _____

License No.: _____

6. Prime/General Contractor: _____

License No.: _____

7. Proposed Start Date: _____

8. Anticipated Duration: _____

9. Date Submitted: _____

Rec'd By: _____

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [] To:

RICHARD S. EKIMOTO, ESQ.
ELISHA, EKIMOTO & HARADA
1132 Bishop Street, Suite 902
Honolulu, Hawaii 96813
Telephone: (808) 523-0702

(DO NOT WRITE IN THIS SPACE)

SAMPLE CONSTRUCTION AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by _____ and _____ ("Owner"), whose address is _____, TMK # _____, and MARINER'S VILLAGE THREE COMMUNITY ASSOCIATION ("Association"), by and through its Board of Directors ("Board"), whose business and post office address is c/o Touchstone Properties Ltd., 197 Sand Island Access Road, Suite 200, Honolulu, Hawaii, 96819.

W I T N E S S E T H:

1. Association is a Hawaii non-profit corporation, organized under the laws of the State of Hawaii for the purpose of maintaining and administering the properties and facilities of the planned unit development known as "Mariner's Village Three", enforcing the covenants and restrictions, and collecting and

disbursing the assessments and charges created or established by the Declaration of Covenants, Conditions and Restrictions for Mariner's Village Three ("Declaration"), dated September 15, 1972, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 8660, Page 31.

2. Owner is the owner of the real property within Mariner's Village Three planned unit development more particularly described in Exhibit A attached to this Agreement and incorporated herein by reference (the "Living Unit").

3. Owner desires to construct a permanent cover over the lanai of said Living Unit ("Lanai Cover").

4. Article IX, Section 3, "Alterations", of the Declaration requires written approval by the Board of plans and specifications for:

" ... construction of any additional buildings or other structural alteration or addition thereto differing in any material respect to the building or other structures theretofore approved as provided herein,"

5. Association and Owner understand that Owner is required and through this Agreement seeks to obtain the approval of the Board of Directors for construction of the Lanai Cover.

NOW, THEREFORE, in consideration of the mutual covenants, approvals, and other obligations hereinbelow set forth, Association and Owner agree as follows:

1. Association approves construction by Owner of the Lanai Cover, subject to the provisions of this Agreement.

2. The Lanai Cover shall be constructed entirely at Owner's expense.

3. Owner will comply with all terms of the Declaration, all terms of Owner's lease, and all applicable ordinances, statutes and laws pertaining to the construction, maintenance, repair, and use of the Lanai Cover.

4. The Lanai Cover shall be of a permanent nature, and shall be constructed of materials specified in Article X, Section 7 of the Declaration.

5. Owner will construct the proposed Lanai Cover according to the designs prepared for the Association by Keith Richardson, AIA, in September 1980, and according to detailed plans and specifications showing the nature, kind, shape, height, materials and location of the improvements. Owner will not begin construction until: i) these plans and specifications have been approved by the Association's Board of Directors or the Board's Architectural Committee, in accordance with Article XII, "Architectural Control", of the Declaration, and ii) Owner first obtains all other approvals required by the Declaration and Bylaws of the Association, including without limitation a building permit from the City & County of Honolulu, and pre-approval from the Bernice Pauahi Bishop Estate ("Bishop Estate"), if required, the expense of obtaining said approvals to be borne by the Owner.

6. Owner will maintain and repair the Lanai Cover in a manner consistent with the maintenance standards observed by the Board in maintaining Mariner's Village Three. The Association shall have no obligation to repair or maintain the Lanai Cover, notwithstanding any express obligation of the Association under

Article IX, "Maintenance and Repair", of the Declaration, or any provision of the Bylaws or the Charter of Incorporation of the Association. Owner understands and agrees that the Lanai Cover will be considered part of Owner's "Living Unit" and not part of the "Common Area", as those terms are defined in the Declaration.

7. Association will insure Owner's Lanai Cover under its fire and extended coverage and comprehensive general liability insurance for Mariner's Village Three. Owner agrees to reimburse Association for any such insurance costs attributable to Owner's Lanai Cover. Owner retains the right to maintain additional insurance on the Lanai Cover.

8. Owner agrees to promptly repair and/or replace, to the satisfaction of the Board or the Owner thereof, as the case may be, property belonging to the Association or any other party, arising in any manner whatsoever from or related to the Lanai Cover, whether through the Owner's negligence or otherwise. Such repair and/or replacement shall be such that the affected common area, common element, limited common element, lot, Living Unit, or property, is returned to a condition equivalent to its condition immediately preceding said damage, destruction, injury, or diminution in value. The Owner agrees to pay all costs and expenses of said repair and/or replacement. In the event that the Owner fails to meet such obligation to repair or replace any common area, common element, limited common element, lot, Living Unit, or property of the Association or Association member as set forth herein, the Board and/or workers approved by the Board are hereby authorized to make any such repairs and/or replacements thereto as the Board reasonably deems necessary, and shall have the right to

enter Owner's lot and/or Living Unit in order to make such repairs and/or replacements and shall not thereby be deemed guilty in any manner of trespass. The Owner shall promptly pay to the Association upon demand all sums expended by the Association for said purpose.

The complaint of any Association occupant of any disturbance or problem related or attributable to the Lanai Cover shall be investigated by the Board, which shall then reach a determination as to the validity of such complaint. If the Board determines that the complaint is valid and that the Lanai Cover is in fact creating a disturbance or problem, written notice shall be directed to the Owner, describing with particularity the nature of the disturbance or problem and requesting the abatement thereof. Such written notice may in an appropriate case (as determined by the Board) also provide that unless the disturbance or problem is corrected prior to a date specified therein, the Lanai Cover must be removed, provided that except as otherwise stated herein, such removal date shall not be sooner than fourteen (14) days after the date of such notice if personally delivered to the Owner, or sooner than eighteen (18) days after the date of such notice if mailed to the Owner in writing. The Owner agrees that the Association, through its employees and/or contractors, may enter the lot and/or Living Unit to abate such disturbance or problem if the Owner does not do so within the above stated time period.

In the event of an emergency, as reasonably determined by the Board, the Owner shall abate the then existing disturbance or problem or remove the Lanai Cover, as instructed by the Board, immediately upon the Owner's receipt of notice from the Board to do

so. The Owner agrees that the Association, through its employees and/or contractors, may enter the lot and/or Living Unit to abate such disturbance or problem, in the event of an emergency, at the Owner's expense, if the Owner does not immediately do so upon notification from the Board of such disturbance or problem, or without giving such prior written notice, in the event of such an emergency which the Board, in its reasonable discretion, determines to require the immediate correction of such a disturbance or problem under circumstances which do not reasonably permit the giving of prior written notice to the Owner.

9. Owner agrees to indemnify and hold the Association, its officers and directors, agents, and all Association members at the Project, harmless from and against all claims of construction, maintenance, use or repair of the Lanai Cover. Without limitation as to the generality of the foregoing, this obligation shall expressly include any personal or property damage to Owner's Living Unit or lot, any other Owner's Living Unit or lot in Mariner's Village Three, or the common areas and properties of the Association, and any personal injury or property damage suffered by anyone using such common areas and properties. The Owner specifically and expressly acknowledges that all Association Owners, as well as all parties having any recorded interest whatsoever which may be adversely affected as set forth above, are intended to be third party beneficiaries of this Agreement.

10. The covenants, terms and conditions of this Agreement shall be appurtenant to Owner's Living Unit and lot, shall run with and bind that unit and lot, and shall inure to the benefit of and be enforceable by Association, by any Owner of any land subject to the

Declaration, by the City and County of Honolulu, and by each of their legal representatives, heirs, successors and assigns, for so long as the Declaration is in effect. This Agreement shall be enforceable according to the terms of the Declaration, in addition to any other rights of enforcement that may exist at law.

IN WITNESS WHEREOF, Owner and Association have executed this Agreement as of the date last written below.

"OWNER"

Date: _____

Date: _____

"ASSOCIATION"

MARINER'S VILLAGE THREE
COMMUNITY ASSOCIATION

Date: _____

By: _____

Its

Date: _____

By: _____

Its

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this _____ day of _____, 20____, before me appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are the _____ and _____, respectively, of Mariner's Village Three Community Association, a Hawaii nonprofit corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that said officers severally acknowledged said instrument to be the free act and deed of said corporation.

Notary Public, State of Hawaii

Print Name

My commission expires: _____

STATE OF HAWAII

SS.

CITY & COUNTY OF HONOLULU)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, State of Hawaii

Print Name

My commission expires: _____

STATE OF HAWAII

SS.

CITY & COUNTY OF HONOLULU)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Notary Public, State of Hawaii

Print Name

My commission expires: _____

**Architectural Guidelines
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General Guidelines

- All proposed modifications/additions shall be consistent with the existing architecture of the building in which the modification is planned
- Plans for proposed modifications/additions must be submitted to the Board of Directors for review and approval. All agreements are to be signed and notarized prior to commencement of construction.
- Requests for variances to the Architectural Guidelines must be submitted to the Board of Directors in writing and accompanied by appropriate drawings.

Patio / Lanai Roof Addition Guidelines

A. Set back / Clearance Guidelines

1. Set backs / Clearances apply to units with ground level courtyards and units with second floor patios / lanais.
2. Set backs / Clearances from property lines.
3. At Property lines adjoining MV3 common areas - Patio / lanai roof additions (including gutters) are allowed up to property lines adjacent to the MV3 common areas.
4. At Property lines between resident units - A minimum set back of 12 inches is required from the property lines between units to the edge of the patio/lanai roof addition. Setback will allow for reasonable access for future rain gutter additions and roof maintenance requirements for both unit owners.

B. Construction Guidelines

1. General guidelines:
 - a. Basic construction must be of treated wood and must include installation of hurricane ties at appropriate connection points.
 - b. Refer to **Section II-C-7**, page 40, for details of "Typical Patio / Lanai Roof Addition – Building Type T".
 - c. Refer to **Section II-D**, page 41, for graphics of "Typical Hurricane Tie Details".
2. Roofing Materials:

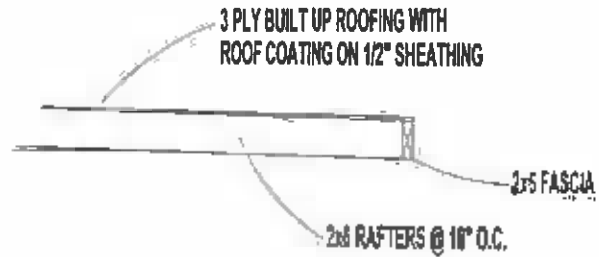
Materials selected must be consistent with existing MV3 carport or building roof construction.

3. Standard Fascia:
 - a. A fascia along the perimeter of the patio / lanai roof addition is required.
 - b. Fascia height must match existing fascias already constructed in the building or shall be determined by patio / lanai roof addition rafter height.
Refer to **Section II-C-1**, page 36, detail **C-1**.
4. Roof Slope:
 - a. Minimum roof slope for the patio / lanai roof addition is ¼ inch per foot.
 - b. Slope guideline is applicable to both courtyard and second floor patio / lanai roof additions.
5. Connections of patio/lanai roof additions to existing dwellings:
 - a. General Rule: The finished patio / lanai roof surface at the connection point to the existing dwelling must be within 12 inches of the interior ceiling of the adjacent living area.
Refer to **Section II-C-2**, page 36, detail **A-1**, and **Section II-C-2**, page 37, detail **A-2**.
 - b. Exception to General Rule #5a: Proposed finished patio roof surface height should match existing patio / lanai roof heights of the building in which the modification is proposed.
 - c. This guideline is applicable to both ground level courtyard and second floor patio/lanai roof additions to help maintain a consistent patio / lanai roofline height throughout MV3.
6. Connection of patio roof additions to existing carport roofs:
 - a. This connection guideline is applicable to ground level courtyard patio / lanai roof additions. Clearance specifications recommended by the roofing contractor will provide adequate clearance for any carport roof maintenance tasks.
 - b. Patio / lanai roof addition overhang of existing carport roof must not exceed 12 inches.
Refer to **Section II-C-4**, page 37, detail **C-2**.
 - c. Existing 4x6 carport roof rafters beneath the patio / lanai roof addition may be "trimmed back" to the existing carport roof edge. Replacement carport roof drip flashing must be installed following rafter trimming.
 - d. Minimum vertical clearance for any overhang between existing carport roof and proposed patio / lanai roof addition is 6 inches.
Refer to **Section II-C-4**, page 37, detail **C-2**.
 - e. Patio / lanai roof additions must be self-supporting. Existing carports must not provide structural support for any proposed patio / lanai roof addition.
Refer to **Section II-C-6**, page 39, detail **D-1**.

7. Weather Barrier between patio / lanai roof addition and existing carport roof:
 - a. Construction of a weather barrier between the existing carport roof and the proposed patio / lanai roof addition is allowed at the edge of the existing carport roof.
 - b. Installation of awning windows is allowed to provide additional ventilation.
 - c. Owner is responsible for the installation of proper roofing materials and flashing at all connection points.
 - d. Materials and flashing at all connection points must be consistent with existing roof construction standards.Refer to **Section II-C-5**, page 38, detail **C-3**.
8. Skylights:
 - a. Skylights may be installed on patio / lanai roof additions.
 - b. Skylights and frames installed must be non-reflective to avoid reflective glare for surrounding resident unit occupants.
9. Water Drainage:
 - a. Owner must provide adequate drainage for water run off to avoid the flow of excess water into a neighbor's property.
 - b. Gutters for proposed patio / lanai roof additions must be consistent with existing building gutters.

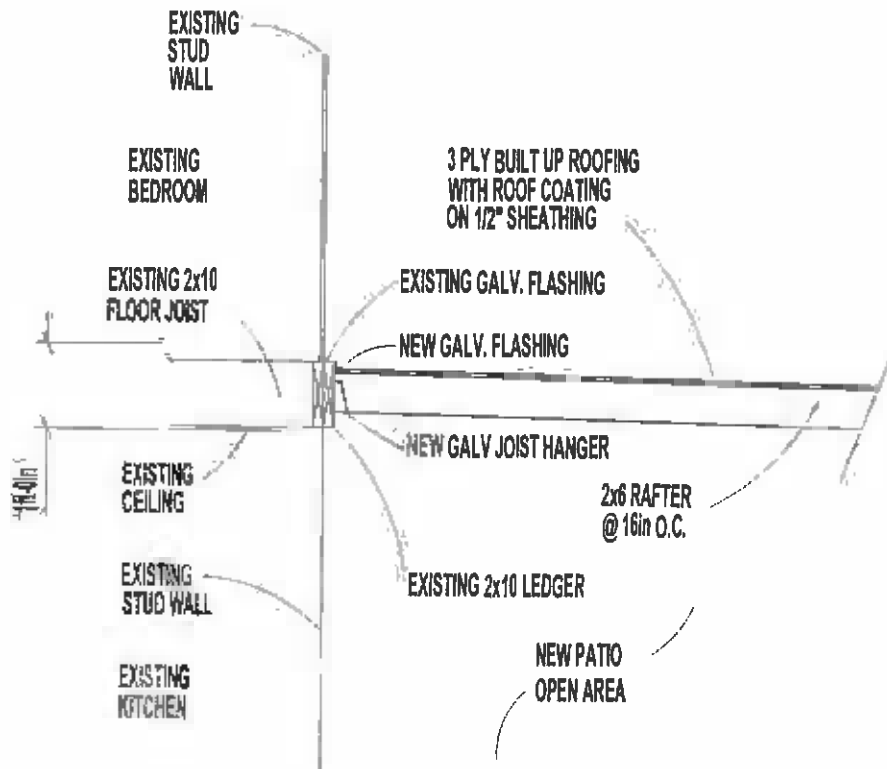
C. Construction Details

1. Typical Fascia Detail C-1



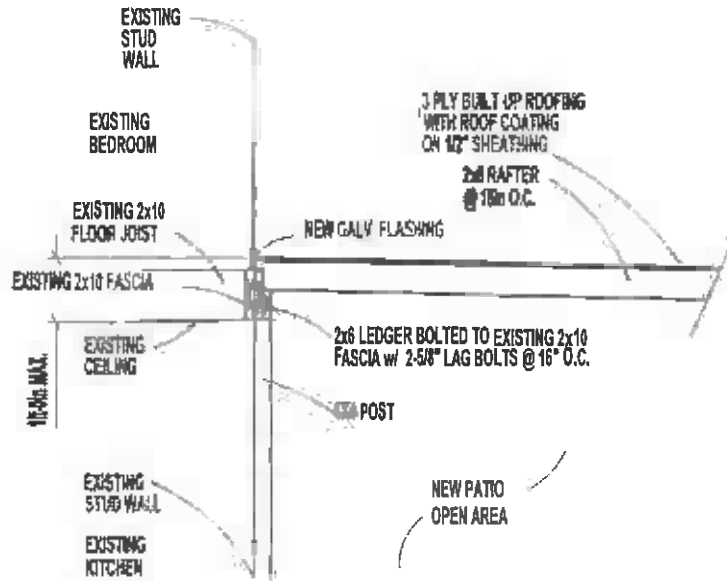
C-1 TYPICAL FASCIA DETAIL
SCALE: N.T.S.

2. Typical Building Connection Detail A-1



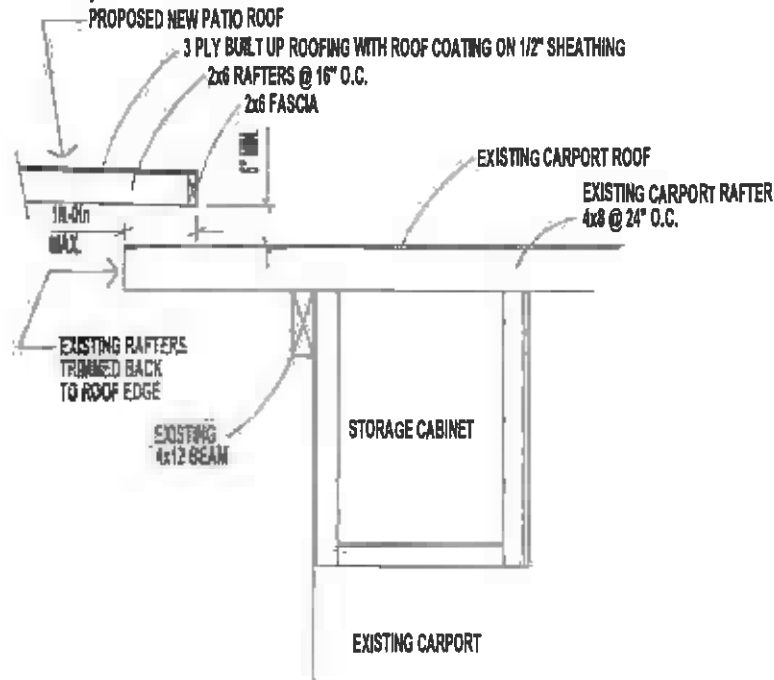
A-1 TYPICAL ROOF CONNECTION DETAIL
SCALE: N.T.S.

3. Typical Building Connection Detail A-2



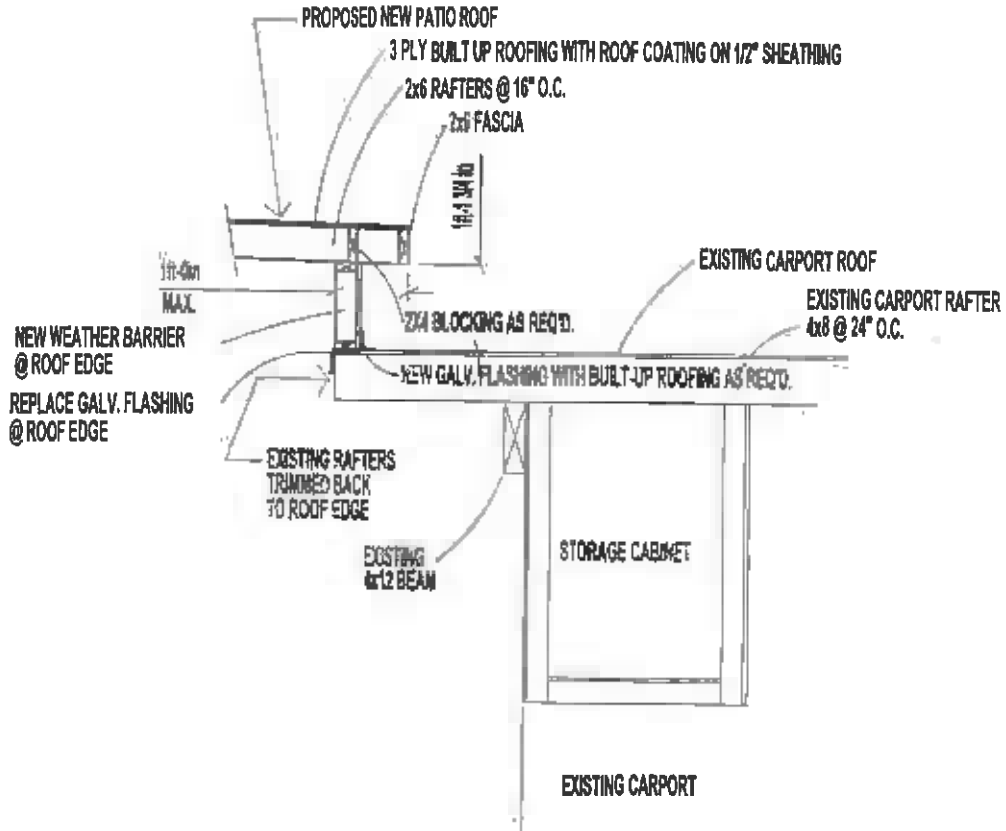
A-2 TYPICAL ROOF CONNECTION DETAIL
SCALE: N.T.S.

4. Typical Carport Connection Detail C-2



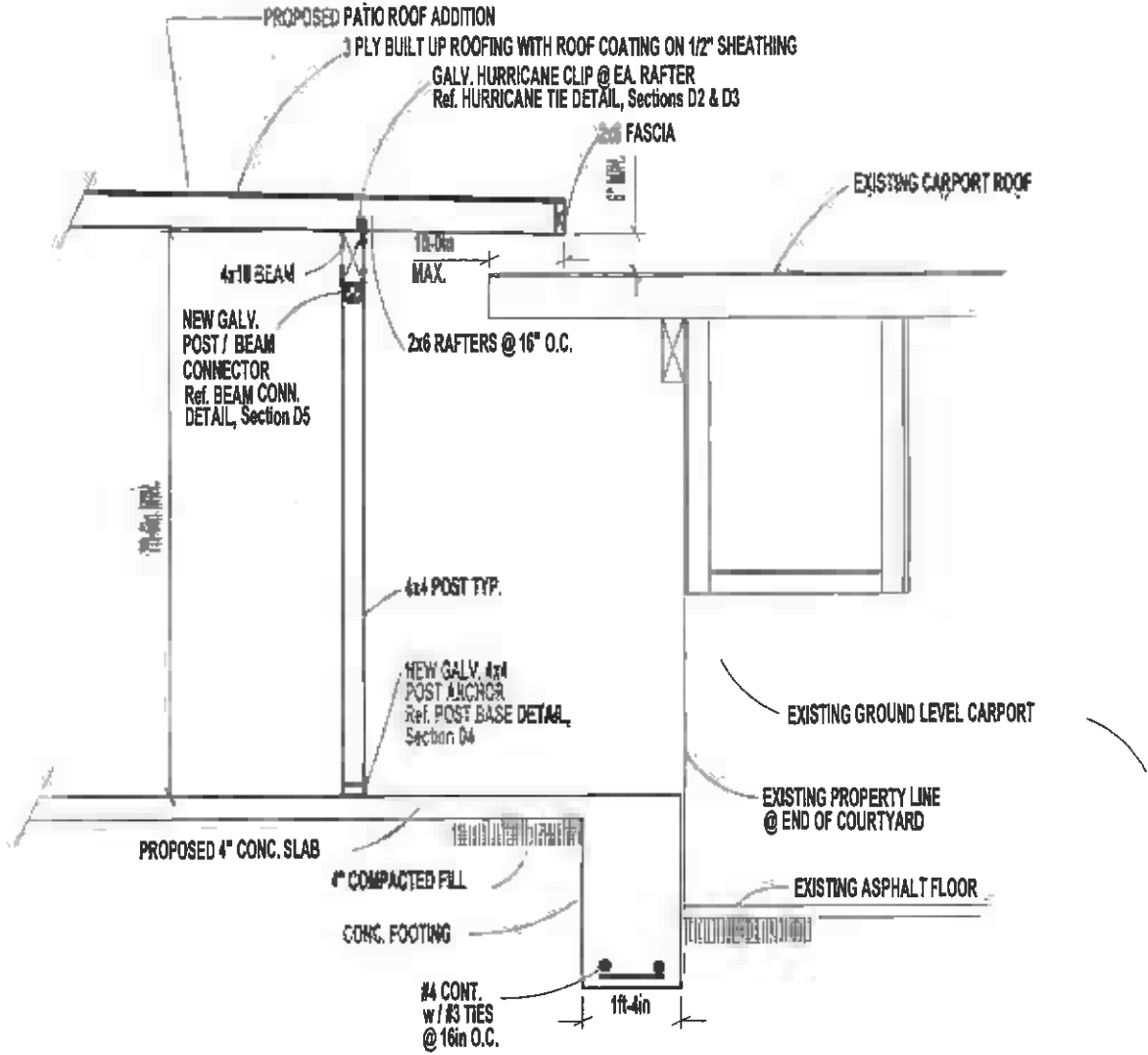
C-2 PATIO / CARPORT ROOF DETAIL
SCALE: N.T.S.

5. Typical Carport Weather Barrier Detail C-3



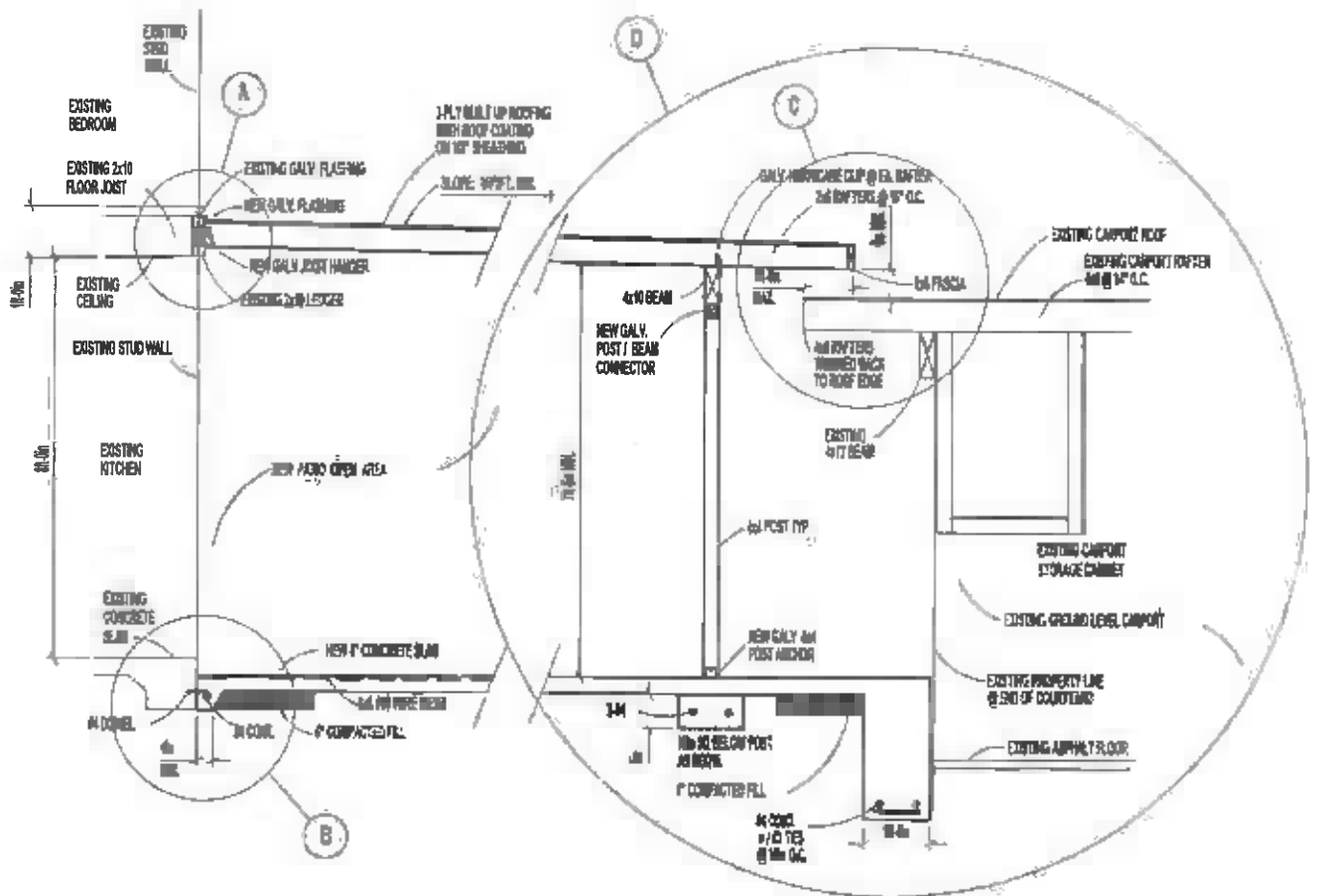
C-3 CARPORT ROOF WEATHER BARRIER DETAIL
SCALE: N.T.S.

6. Typical Roof Support **Detail D-1**



D-1 TYPICAL PATIO ROOF SUPPORT @ CARPORT
SCALE: N.T.S.

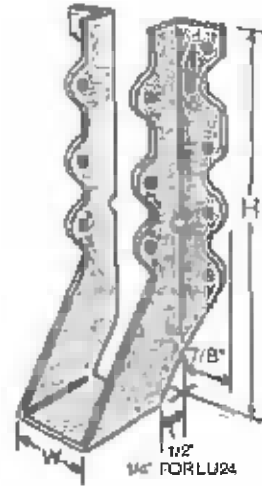
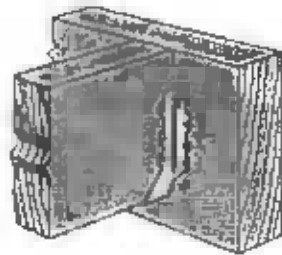
7. Typical Patio / Lanai Roof – Building Type T – Section II



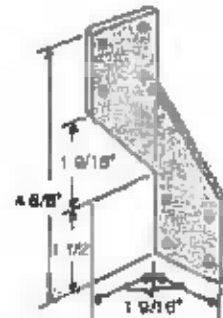
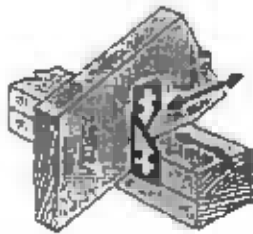
B TYPICAL PATIO / LANAI ROOF ADDITION - Bldg. Type T

D. Typical Hurricane Tie Details

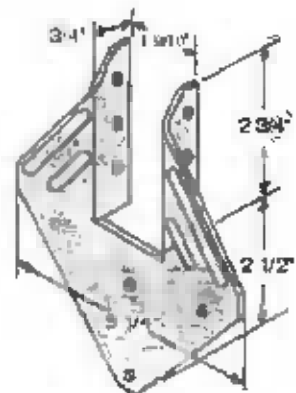
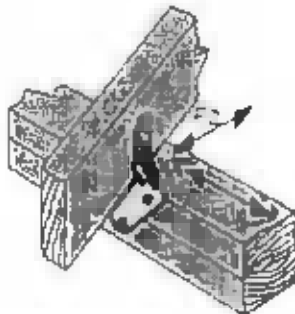
1. Joist / Rafter Hanger Detail



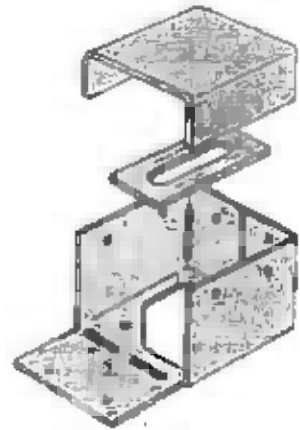
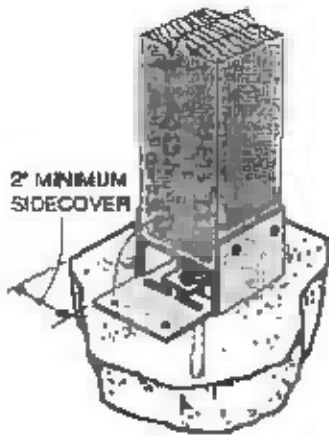
2. Hurricane Tie Detail @ Rafter



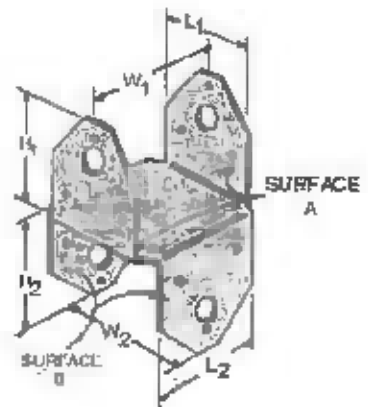
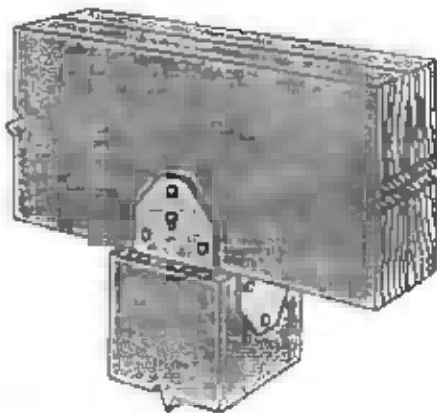
3. Hurricane Tie Detail @ Rafter



4. Post Base Detail



5. Beam Connection Detail



III. Window Replacement / Upgrade Guidelines

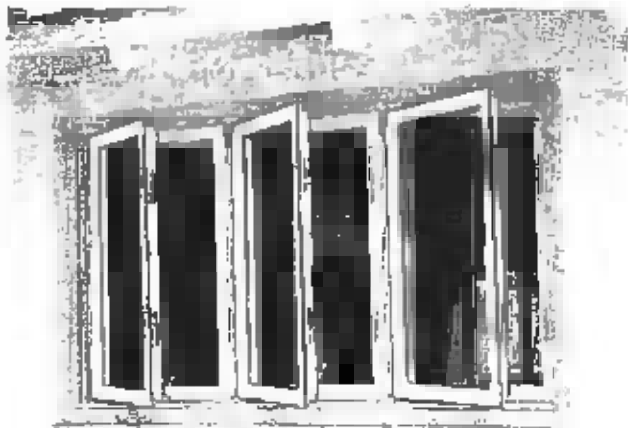
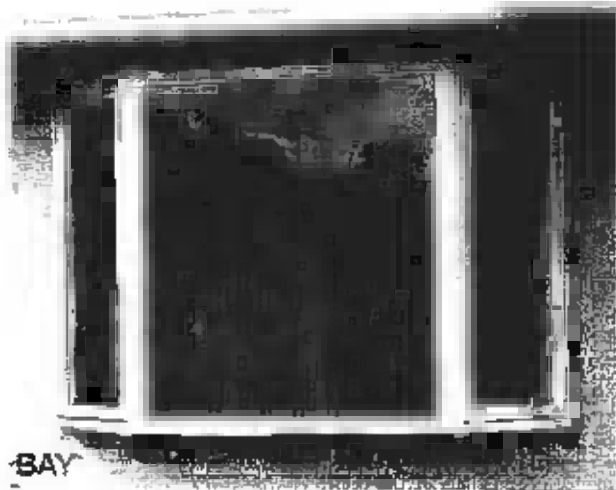
- A. General Rule: Replacement/upgrade window dimensions must not exceed existing window dimensions.
- B. Replacement / Upgrade Windows
 - 1. Approved replacement types and applicable replacement locations noted below on **Table 1**.

Existing Window	Approved Replacement Window
All Types	Identical Replacements
Sliding Windows @ Kitchen	Bay Windows
Jalousies	Awning and/or Casement Windows
Picture Windows	Awning and/or Casement Windows
Stairwell Windows	Awning and/or Casement Windows

Table 1

- 2. Photos of **"Approved Replacement / Upgrade Window Types"** shown in section III D on page 44.
- C. Window Frames
- 1. Approved Materials - aluminum, vinyl, or wood.
 - 2. Aluminum frames may be left unpainted.
 - 3. Vinyl frames may be left white or painted to match existing building color scheme.
 - 4. Wood frames must be painted to match existing building color scheme.

5. Approved Replacement / Upgrade Window Frames



IV. Building Door Replacement / Upgrade Guidelines

A. Front Doors

1. Approved Materials - steel or wood.
2. Door Finish
 - a. Wood doors - Natural wood finish, painted white, or painted to match existing building color scheme.
 - b. Steel doors - Painted white, or painted to match existing building color scheme.

B. Back Doors

1. Approved Materials - steel or wood.
2. Door Finish
 - a. Wood doors - Natural wood finish, painted white, or painted to match existing building color scheme.
 - b. Steel Doors – Painted white or painted to match existing building color scheme.
 - c. Jalousies or awning windows may be installed on back doors.

C. Sliding Doors

1. Replacements / upgrades of identical or similar appearance are approved.
2. Door Finish
 - a. Aluminum frames may be left unpainted.
 - b. Vinyl frames may be left white or painted to match existing building color scheme.

D. Screen Doors

1. Approved Materials - aluminum, vinyl, steel, or wood.
2. Door Finish
 - a. Aluminum frames may be left unpainted.
 - b. Vinyl frames may be left white or painted to match existing building color scheme.
 - c. Wood frames must be finished with a natural wood finish, painted white, or painted to match existing building color scheme.

V. Carport Door Addition / Upgrade / Replacement Guidelines

- A. Carport Doors are approved for installation in existing carports. Unit owners are required to submit for Board review and approval - detailed drawings for proposed carport door installations.
- B. Approved Materials - steel or wood.
- C. Door Finish
 - 1. Wood doors - Natural wood finish, painted white, or painted to match existing building color scheme.
 - 2. Steel Doors – Painted white or painted to match existing building color scheme.
- D. Jalousies are NOT approved for installation on carport doors.

VI. Storage Cabinet Replacement / Upgrade / Addition Guidelines

- A. General Construction Guidelines – Building types “T” & “H”
 - 1. Materials must be of treated wood.
 - 2. Appearance and basic construction must be consistent with existing MV3 carport storage cabinets.
 - 3. All replacements / upgrades and additions must be painted to match existing building color scheme.
 - 4. Electrical modifications / additions – Must be performed by or under the supervision of a licensed electrician.
- B. Building Type H-2 – (e.g., 1142 Kumukumu St.)
 - 1. Storage cabinet dimensions
 - a. Height – Full height (floor to ceiling) or half height allowed
 - b. Width – maximum width – wall to door jam
 - c. Depth – 4'-0" maximum
 - 2. Materials
 - a. Minimum ½" thick plywood walls
 - b. 2"x4" framing
 - 3. Existing dryer vent modifications – Installation of additional ducting and/or extensions is required to provide for exterior venting of dryer exhaust. Materials used must comply with appropriate fire code standards.
 - 4. Existing carport lights – Must remain or relocated as required.
 - 5. The Association shall have the right to cut unit owners' storage cabinet locks in an emergency to get to any water valve/regulator.
- C. Building Type T – (e.g., 1102 Wainiha St., units with lanai above carport)
 - 1. Excavation to create additional storage space behind existing carport rear wall and beneath unit is not permitted.
 - 2. Storage cabinet additions must be made to the exterior of existing rear carport wall.

3. Storage cabinet dimensions
 - a. Height – Full height (floor to ceiling) or half height allowed
 - b. Width – maximum width – wall to door jam
 - c. Depth – 4'-0" maximum
4. Materials
 - a. Minimum ½" thick plywood walls
 - b. 2"x4" framing

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ASSOCIATION POLICY ON SOIL STABILIZATION AND RESULTING DAMAGES

Adopted on October 30, 1995

I. STATEMENT OF POLICY

The project documents provide that the Association is responsible for maintaining and repairing the common area lots. In no situation, however, do the project documents provide that the Association is responsible for the maintenance and repair of the residential lots which are not part of the common areas, nor do they provide that the Association is responsible for the cost of constructing an addition to any unit even if those additions are necessary to prevent damage to the units. Therefore, owners are responsible for the cost of soils studies, engineering studies and plans and specifications for the: (1) determination of the nature of the problem and appropriate remedial measures (2) stabilization of the soil, or (3) stabilization of the foundation necessitated by soils movement.

The Association, however, is responsible under the project documents for conducting the repair and maintenance of portions of the structures as follows:

A. **Exterior maintenance:** paint, repair, replace and care for roofs, gutters, down spouts, fences and exterior building surfaces except glass surfaces; and

B. **Interior repair:** repair and replace such posts or interior load bearing walls or any pipes, wires, conduits, or other utility or service lines running through the Living Unit which are utilized for or serve more than one Living Unit.

The cost to repair or maintain these portions of the structures are allocated in two different ways. Certain items will be treated as a common expense and paid for by all the owners in the Project regardless of the building involved. For example, in most instances, painting (except for structures added after original construction) will be a common expense. Other repair and maintenance costs are specially assessed to the owners affected or involved. For instance, any repairs to the party walls are the responsibility of the owners whose units are adjacent to the party wall.

These policies do not supersede the normal laws of negligence or intentional damage. If damage is caused by negligence or intentional damage, the repair and maintenance responsibilities will be initially determined based on these policies. However, the injured party may have a cause of action against the responsible party(ies) for negligence or intentional damage.

If an owner believes that the Association has negligently or intentionally damaged his unit, the owner may make a claim for damages to the Association in writing prior to undertaking any emergency repairs. The written claim shall be delivered or mailed to the resident manager and shall state and provide:

1. The name of the owner of the unit;
2. The unit address;
3. A detailed description of the damage to the unit;
4. The factual background and reasons for the belief that the Association has negligently or intentionally damaged the unit, including:
 - a. What the Association did or failed to do that caused the damage to the unit; and
 - b. Why the Association had the obligation to act or refrain from acting
5. The date that the damage was first discovered; and
6. The date that the damage occurred; and
7. The submission shall be accompanied by copies of all reports, correspondence and records that pertain to the subject matter.

Within forty-five (45) days of receipt of the written claim and related materials, the Board, (a) the Design Review Committee, or one of their designates shall meet with the owner to discuss the claim, and (b) the Board shall commence and conduct its investigation/review process with reasonable diligence, and thereafter respond. If the claim cannot be resolved within a reasonable time, the owner and the Association shall submit the claim to mediation with the Neighborhood Justice Center. The owner and the Association shall equally share the cost of the mediation fee (currently \$10.00). All discussions during the initial meeting and the mediation are strictly confidential and may not be used in any legal proceedings for any purpose whatsoever. If the parties are unable to resolve the matter with the assistance of the mediator, the parties may agree to submit the claim to arbitration to be administered by ADR Hawaii, 735 Bishop Street #224, Honolulu, Hawaii 96813. The expenses of the arbitration shall be shared equally between the Association and the owner, but each party shall bear their own attorney's fees and costs.

If the value of the claim is determined by settlement or pursuant to arbitration, the Association has the option to:

1. Pay the amount to the owner (and if required by the Association's documents or the owner's mortgage, to the mortgagee);
2. Contract and pay for the repair of the damage to the unit that was caused by the Association's negligent or intentional act(s);

3. Apply the amount toward any delinquencies owed by the owner to the Association; or
4. Enter into any other arrangement acceptable to the parties.

II. BACKGROUND

Over the years, the Association has contracted and paid for soils reports for the Project. These soils reports were obtained in response to observations of soil-related problems at the Project. Copies of the soils reports may be borrowed from the manager's office upon submission of (a) a receipt, waiver and indemnity in a form satisfactory to the Association and signed by everyone who has an ownership interest in the lot, and (b) a \$20.00 refundable deposit if returned within 4 days:

1. Dames & Moore, *Preliminary Investigation of Building Damage Mariner's Village III Condominium [sic] Hawaii Kai, Oahu, Hawaii, for Association of Apartment Owners [sic]*, (September 30, 1977).¹
2. Fewell Geotechnical Engineering, Ltd., *Site Inspection Report, Mariner's Village III, 1155-A Wainiha Street, Hawaii Kai, Oahu, Hawaii* (May 5, 1986).
3. Fewell Geotechnical Engineering, Ltd., *Site Examination Report, Mariner's Village III, 1155-A Wainiha Street, Hawaii Kai, Oahu, Hawaii* (July 21, 1988).
4. Fewell Geotechnical Engineering, Ltd., *Building Distresses, 1155B Wainiha Street, Mariner's Village III, Honolulu, Oahu, Hawaii* (January 11, 1990).
5. Fewell Geotechnical Engineering, Ltd., *Geotechnical Engineering Services Proposal, 1155 Wainiha Street, Mariner's Village III, Honolulu, Oahu, Hawaii* (March 26, 1991).
6. Fewell Geotechnical Engineering, Ltd., *Geotechnical Distress Evaluation, 1090 Wainiha Street, Mariner's Village III, Hawaii Kai, Oahu, Hawaii* (March 22, 1994).
7. Fewell Geotechnical Engineering, Ltd., *Geotechnical Engineering Services Report, 1155 Wainiha Street, May 23, 1994.*
8. Fewell Geotechnical Engineering, Ltd., *Geotechnical Engineering Services Proposal, 1090 Wainiha Street, Mariner's Village III, Hawaii Kai, Oahu, Hawaii* (May 24, 1994).

¹ This report is a preliminary evaluation of the soils conditions throughout the Project.

The Association initially contracted and paid for these soils studies because of its belief that it was obligated to determine whether a condition in the common area was wrongfully causing a soils condition on a lot owned by one or more of the Association's members. As Board members changed, the Association continued to pay for soils reports because it had always paid for them. At one point, the Association paid for a structural engineer to prepare plans and specifications to stabilize the foundations due to soils conditions because the cost of the structural engineer's fees was less than obtaining another soils report. Unfortunately, the reasons for obtaining the soils report was lost because of the passage of time.

During this process, the Association learned of the problems in contracting with soils and structural engineers for the benefit of individual lot owners. **First**, there are numerous ways in which a soil condition can be fixed. The Association should not be involved in determining what method should be used in addressing the soils condition.² This choice should be made by the owners affected.

Second, the opinions and evaluations of soils and structural engineers is a matter of degree. They will provide advice, but their advice will normally address different levels of risk. For instance, a soils engineer might suggest three methods of evaluating the soil conditions. Each of the choices involves different risks and different costs. The level of risk and the cost of the studies should be a decision made by the owners affected.

Third, the selection of the professional itself is a balancing of risks and costs. Some engineers are considered more conservative than others. Some engineers are more expensive than others. The balancing of these risks and costs should also be made by the owners affected.

Fourth, the Association has learned that these professionals can be wrong and it could result in potential claims against the Association. While the Association may not be responsible for these claims, they can result in needless legal expenses. In one instance, a structural engineer relied upon an incorrect soils report. Fortunately, this was discovered before any work was undertaken by the owners. However, if this mistake was not discovered before the work was undertaken, the owners in question might have brought an action against the engineer as well as the Association.

The Board has met with the Association's legal counsel to determine what the Association's obligations are and to develop a comprehensive policy on soils conditions in the Project. This was reviewed by additional legal counsel. As a result of this review process, the Board has again focused on whether the Association has the authority to use common funds for soils studies and remediation pertaining to residential lots. The Association's legal counsel has advised the Board that the Association may not use common funds for that purpose.

² The Association and its members may need to approve the alterations pursuant to Article VII and Article XI, Section 3 of the Declaration of Covenants, Conditions, and Restrictions.

Therefore, the Association will no longer conduct soils studies or soil remediation on anything other than the common lots.

III. LEGAL BACKGROUND

Mariner's Village Three is not a condominium project. Many of the rules and policies applicable to condominium associations are not applicable to Mariner's Village Three. For instance, in most condominiums, the land is part of the common elements. At Mariner's Village Three, each owner has a deed or lease for their lot. As owner or lessee of that lot, they are responsible for that lot and the structures on that lot unless the Declaration of Covenants, Conditions, and Restrictions makes this an Association responsibility.

The Declaration states that the Association's responsibility to maintain and repair property within the Project is as follows:

A. The Association maintains and repairs the common areas. The common areas are expressly defined and consist of those lots and improvements which the Association leases from Bishop Estate. Article I, Section 1(c) and Article IV, Section 1 of the Declaration.

B. The Association maintains and repairs individual units as follows:

1. Exterior maintenance: paint, repair, replace and care for roofs, gutters, down spouts, fences and exterior building surfaces except glass surfaces; and

2. Interior repair: repair and replace such posts or interior load bearing walls or any pipes, wires, conduits, or other utility or service lines running through the Living Unit which are utilized for or serve more than one Living Unit. Article IX, Section 1 of the Declaration.

C. Owners affected will pay for the cost of certain repairs and maintenance conducted by the Association. For instance, the cost to repair or maintain the party walls will be borne by the owners of the units on either side of the wall. Article VIII, Section 2 of the Declaration.

D. Owners making changes to their units must obtain the approval of the lessor, the Board or the Architectural Review Committee or in certain instances, the owners. Article VII and Article XI, Section 3 of the Declaration.

MARINER'S VILLAGE THREE COMMUNITY ASSOCIATION

RECEIPT, WAIVER AND INDEMNITY

I/We, represent that I am/we are all the owners of the lot identified below, and acknowledge receipt of Mariner's Village Three Community Association's soils engineer report packet. I have paid a \$20.00 refundable deposit for the packet. If I do not return the packet within 4 days, the deposit is forfeited. I understand that there is no exception to this rule since the Association will need to keep sufficient copies in stock.

I also understand that these reports are made available to the owners as an accommodation and for information purposes only. The Association has no opinion on or liability for the validity of the soils reports. Furthermore, the Association does not make any warranties, express or implied, including warranties as to the fitness as to the use of these reports.

I will confer with my own design professionals to determine whether these reports may be relied upon and whether further soils reports are necessary. If I let anyone look at or make a copy of any report contained in the packet, I will be responsible for any claims that may be made against the Association based on reliance upon these reports.

In order to induce the Association to provide the soils engineer report packet, I waive any and all claims I now have or obtain in the future in any way related to or based upon the report packet or anything that is in or is not in any part of such packet. For the same reason, I will pay any and all liabilities and expenses, including reasonable attorneys' fees, that may be incurred by the Association, its Directors, Officers or committee members, its managing agent, any of their employees, or any of their successors, in connection with any claims or threats of claims made by anyone in any way related to, based upon or directly or indirectly in connection with or resulting from the Association giving the report packet to me, or anything that is in or is not in any part of such packet.

PRINT NAME/TITLE OF OWNER(S):

SIGNATURE OF OWNER(S):

DATE: _____

DATE: _____

Address

STORAGE AREAS/EXCAVATIONS

MVIII ASSOCIATION POLICY, BACKGROUND AND SURVEY

Approved August 30, 1994

In April 1993, the MVIII Board of Directors was approached by homeowners with a problem: they had constructed an "unauthorized" storage area beneath their hillside unit and they had been cited by the C&C Building Dept. and the Dept. of Land utilization. The homeowners needed the Board's help. They either had to tear out their storage room and return the space to its initial status or they had to make it "legal". To do that, they had to get the Board's approval as the first step in obtaining their permit.

Historically, the Board has NOT APPROVED ANY STRUCTURAL CHANGES WHICH INVOLVE EXCAVATION OR AN INCREASE IN A UNIT'S SQUARE FOOTAGE. Requests for storage areas have been unanimously denied - primarily to avoid any problems subsequent to excavation of our already suspect soils. However, there have always been rumors about such spaces and one can see "extra" doors or vents in carports of some hillside units which may indicate the presence of such "upgraded storage areas". Any such areas would have been excavated and built without Board approval and are, therefore, outside the legal building permit process.

The homeowners who approached the Board presented a very persuasive case. They had hired a structural engineer to help draw up their plans and the room was built by a licensed contractor. They believed their storage room to be structurally sound and of no detriment to other units in their building. However, they could not get legal recordation of this upgrade without Board approval as the first step in getting their long overdue building permits. If their space could be made "legal", then the next step would be to record it as part of the property deed of conveyance in case they ever wanted to sell their unit.

Because of its consistent refusal to grant such requests, the current Board was inclined to tell the petitioners simply to return their unit to its original status - to tear out the room and to replace any soils that had been moved.

However, similar problems may confront other MVIII owners who have built or bought such structural change, and because current spaces are considered to be illegal, the Board has no set policy for dealing with problems which may arise because of them. The owners' dilemma presented the MVIII Association with an opportunity to address an ongoing problem and to "formalize" policies and procedures to both identify and eliminate illegal spaces, or to give owners a way to make their spaces legal. If a process could be found which would insure that a storage space upgrade is structurally sound and could indemnify the Association for any/all problems and expenses which might result because of that space, then unit owners could get bona fide building permits, could execute an indemnification document for the Association, and could record their spaces as part of their property deed.

Therefore, the Board agreed to "consider" approval of the space IF THE OWNERS COULD MEET SOME VERY STRICT REQUIREMENTS - and if they could meet them all at their own time and expense. These owners essentially became an Ad Hoc committee to identify and remove all obstacles to legal recordation while, at the same time, agreeing to hold the Association blameless for any current or future financial impact. The conditions set by the Board were:

1. Have Bishop Estate acknowledge its willingness to accept the existence of such spaces (which do change a unit's square footage) if ownership of your unit is leasehold. MVIII is a mixed community of leasehold and fee units. The Association rules, however, must apply equally to all units. If Bishop Estate did not allow such spaces in the leasehold units, then the Board would not approve them for any unit in the development.
2. Get a bona fide permit from the C & C Building Department and approval from the Dept. of Land Utilization. Of course, Board approval was needed for this step, and the Board refused to sign its assent until there was written proof of sound structural engineering in the design AND construction of the storage space. Thus, it is absolutely essential to have certified professionals to design or review the storage upgrade and to certify that it is structurally sound and that it meets the acceptable minimum standards set by law.
3. Execute a "Construction and Maintenance Agreement" with the MVIII Board and Association which holds the Association harmless from any third party claims for construction, maintenance, use or repair of the storage unit - INCLUDING ANY PROBLEMS ATTRIBUTABLE TO SOIL EROSION, SETTLEMENT, BUILDING DISTRESS OR OTHER DISTURBANCE, etc. This agreement is the same agreement currently in use for approved structural changes such as lanai covers. Because the Association and its management are not responsible for the maintenance of upgrades, this agreement not only acknowledges the construction of the unit in accordance with the detailed plans and specifications which are submitted to the Board for approval, it is also the owners' acknowledgement of his/her full obligation to maintain and repair the storage room in a manner consistent with the maintenance standards observed by the Board in maintaining MVIII.

THE RESULTS: Even though they knew that the Board had agreed only to "consider" their request, the homeowners pursued and satisfied each of the above conditions. The Board consequently did "approve" their existing storage area and the owners obtained their permit and went through the recordation process.

FOLLOW-UP: The Board completed the second step of its plan - to identify all units with storage or excavated areas and provided the owners of those units with a process to make the changes in the unit "legal" under C & C and MVIII Association regulations. If you do have such a unit, please contact our managing agent, Touchstone Properties, at 832-3232 for information on how to proceed.

MARINER'S VILLAGE THREE COMMUNITY ASSOCIATION

ANTENNA AND SIMILAR STRUCTURE POLICY

I. RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

A. Introduction.

This Section is adopted by the Board of Directors pursuant to Article VII and Article X, Section 4 of the Declaration of Covenants Conditions & Restrictions (CC&Rs). The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article VII and Article X, Section 4 of the CC&Rs. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

B. Definitions.

1. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.

2. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.

3. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:

- a. Meets all requirements for Reception Antennas and Similar Structures;
- b. Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
- c. Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
- d. Is no larger than necessary to transmit the video programming selections of the viewer.

4. "Exclusive Use Area" means any portion of the resident's lot or any portion of the resident's structure as defined in the Living Unit Lease and/or Limited Warranty Deed (said Lease or Deed issued by the Trustees of the Estate of Bernice Pauahi Bishop) and the CC&Rs. Unless otherwise provided in said Lease, Deed or CC&Rs, the Exclusive Use Area shall include the exterior walls and roof over the lot, but shall not include the air space outside the lot.

5. "Common Area" means any part of the Project that is not an Exclusive Use Area. The Common Area includes any portion of the lots owned or leased by the Association including the air space above and ground space below any Common Area lots. Party walls are part of the Common Areas. Residents do not have the exclusive use or control of any of the Common Areas.

C. Location, Size, and Number Restrictions.

1. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.

2. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident's Exclusive Use Areas.

3. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's unit or Exclusive Use Area or onto the Common Area does not comply with this rule.

4. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:

- a. Within the Unit;
- b. Within an Exclusive Use Area inside the structure, if any;
- c. Within enclosed lot area;
- d. On the lanai;
- e. From the exterior window frame on the lower sill area;
- f. Exterior of the unit at the mid level on the fascia band;

- g. Exterior roof rafter of the unit under the eaves;
- h. On an approved storage area;
- i. Any other place within an Exclusive Use Area other than on the roof;
- j. On the roof over the unit; or
- k. Any other Exclusive Use Area.

5. Reception Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

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

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

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

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

D. Installation.

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

2. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:

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

b. Workers' Compensation: Statutory Limits.

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

4. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

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

6. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the Common Area walls, floors or ceilings:

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

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

c. Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and

d. Existing wiring for transmission of video programming signals.

7. If penetrations of the Common Area walls, floors or ceilings of the building are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.

8. If Reception Antennas or Similar Structures are visible from outside the unit, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.

9. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.

10. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the Common Area or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the Common Areas.

11. If the residents in different Units in a single building wish to share a Reception Antenna, all the residents whose Units on which the Reception Antenna is to be located must agree.

12. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the Common Area or other units. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property for a short period of time shall not be required to comply with the requirements that they be permanently secured.

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

14. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Reception Antennas previously installed may be removed by the Association at its expense.

E. Maintenance and Repair.

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

a. Reattachment or removal within 72 hours of dislodgement from its original point of installation.

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

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

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

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

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

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

5. The Owner of the unit or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the Common Areas, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.

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

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

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

F. Process and Procedure.

1. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.

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

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

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

Owner's Name: _____

Mailing Address: _____

Phones: Home: _____ Work: _____

Unit Address: _____

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

- DBS satellite dish - 1 meter or smaller (e.g. Alpha Star)
- MMDS antenna (wireless cable) - 1 meter or smaller (e.g. Craig Wireless)
- Television antenna

Installation will include a mast: No Yes

If yes, insert total height of mast: _____ feet (Note: mast may not exceed 12 feet above the roof line without obtaining prior approval of the Board).

Installation of the dish or antenna will be done by:

Name: _____

Address: _____

Phone: _____

Date of Installation: _____

Name of the insurer of any Contractor: _____

Attach a drawing showing the exact location of the Reception Antenna or Similar Structure and attach a diagram or drawing of the installation.

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

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

I acknowledge that I have read, understand and have complied or will comply with the Association's policy on antennas to the extent required by law. If any of the policies violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Owner's Signature: _____

Date: _____

**Mariner's Village Three Community Association
2005 House Rule Revision**

Article IV – Refuse Collection. Paragraph 3 amended to read:

- 3. Organic Material.** All gardening refuse, private yard clippings, dead foliage, rotten fruit, and other organic rubbish must only be disposed of in plastic trash bags. 1 bag of green waste may be placed in the trash bins per collection. Call the Resident Manager for assistance to dispose of more than 1 bag. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00.

Revised and adopted January 27, 2005

MARINER'S VILLAGE THREE COMMUNITY ASSOCIATION HOUSE RULES REVISIONS

TERMINOLOGY

* * *

POOL: The swimming pool located in the Pool Area, including all the equipment and facilities used to maintain and service the swimming pool.

POOL AREA: The entire fenced area surrounding the Pool and below and beneath the Recreation Center, and including the area around the barbeque grills and trellis, all as more specifically identified on the maps on file at the office of the Managing Agent or the Resident Manager and in the Covenants, Conditions and Restrictions filed with the Assistant Registrar of the Land Court of the State of Hawaii at Liber 8660, page 31, as amended.

RECREATION CENTER: The non-residential building, lanai area, and upper deck directly adjoining and above the Pool Area and below the gate on Kumukumu Street, including all furniture, fixtures and facilities in or for the building, all of which is available for use and rental as provided in these House Rules, and as more specifically identified on the maps on file at the office of the Managing Agent or the Resident Manager and in the Covenants, Conditions and Restrictions filed with the Assistant Registrar of the Land Court of the State of Hawaii at Liber 8660, page 31, as amended. The Resident Manager's office located on the top level of this building is not part of the Recreation Center.

* * *

ARTICLE I - GENERAL

1. NO LIVING UNIT, NOR ANY PORTION OF THE COMMON AREAS, INCLUDING BUT NOT LIMITED TO, THE POOL, THE POOL AREA, OR THE RECREATION CENTER, SHALL BE USED FOR ANY ACTUAL OR SUSPECTED ILLEGAL PURPOSES OR ACTIVITIES AS DETERMINED SOLELY BY THE MANAGING AGENT, THE RESIDENT MANAGER, OR THE BOARD OF DIRECTORS CONSISTENT WITH THESE HOUSE RULES, THE DECLARATION, THE BY-LAWS AND ANY APPLICABLE CITY, STATE OR FEDERAL LAW. A violation of this section may but need not result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00. A fine or fines may be assessed with or without a prior warning.

* * *

10. All damage caused by an Owner's or Resident's agent, tenants, family or guests shall be the joint and several responsibility of such Owner(s), Resident, Tenants and/or Guests. This will include without limitation, buildings, grounds, walls, trim, finish, stairs, any portion of the Pool, Pool Area, Recreation Center, and any and all fencing, gates, locks, furniture, barbeque grilles, fixtures, lighting, plumbing, or equipment in or for such areas, or any other portion of the Development. Any damage caused by cleaning chemicals, or other such material used in the attempt to remedy such damage, is also the full responsibility of each Owner, who shall pay the full cost of restitution or removal and/or replacement of said damaged items.
11. All Residents, Owners, Tenants and Guests shall avoid making noise and using musical instruments, radios, television and amplifiers in such a manner as may disturb another Resident of reasonable sensibility as determined by the Resident Manager. This Rule shall have general application at all times; however, the hours between 10:00 P.M. and 8:00 A.M. shall be the evening hours of quiet. Complainants should contact the Police immediately; a written complaint should be filed with the Resident Manager. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
12. Residents shall not use or bring into the premises, any hazardous fluids, such as gasoline, kerosene, naphtha, benzine, or other flammables, or articles deemed especially hazardous to persons or property, except in small units for household use. A violation of this section may but need not result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$300.00. A fine or fines may be assessed with or without a prior warning.

* * *

15. Nothing shall be allowed, done or kept in any Living Unit which would overload or impair the floors, walls or roofs thereof. A violation of this section may but need not result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$100.00. A fine or fines may be assessed with or without a prior warning.

* * *

ARTICLE V – POOL, POOL AREA AND RECREATION CENTER

**THERE IS NO LIFEGUARD ON DUTY.
USE THE POOL AND POOL AREA AT YOUR OWN RISK.**

The Mariner's Village Three Pool, Pool Area, and Recreation Center are private and their use is governed by these House Rules, any and all signs posted in the Pool Area, the Declaration of Conditions, Covenants and Restrictions, and the By-Laws, and limited to Residents and their Guests. In addition to any and all other applicable rules in these House

Rules, the following Rules and the rules set forth in any and all signs posted in the Pool Area (which are incorporated herein by this reference) shall be enforced so that ALL Residents, Tenants and Guests may safely and enjoyably use the Pool, Pool Area and/or Recreation Center. Any and all Residents, Tenants and Guests using the Pool and/or Pool Area are responsible for reading prior to using the Pool and Pool Area and complying with these House Rules and any and all signs posted in the Pool Area:

POOL AND POOL AREA

1. The Pool and Pool Area are open during the following hours only:

Sunday through Thursday: 8:00 a.m. to 10:00 p.m.

Friday, Saturday and the day
Before a State holiday: 8:00 a.m. to 11:00 p.m.

Quiet hours will be observed after 10:00 p.m., however, noise levels that disturb a person of reasonable sensibility at any hour as determined by the Resident Manager will result in a violation. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

2. All gates to the Pool Area must be kept locked at all times. Entry to and use of the Pool and Pool Area shall only be through any of the locked gates to the Pool Area and by authorized use of a pool key only. The use of rocks, ropes or any other device to hold or secure any of the gates in the open position is prohibited, except for limited time periods which may be permitted at the sole discretion of the Resident Manager to allow for loading and unloading of supplies for parties or events. Climbing or jumping over any of the gates or fences which secure and surround the Pool Area and Recreation Center is prohibited.
3. All Residents and Guests using the Pool or the Pool Area must be accompanied by a Resident who is in possession of a pool key.
4. Children under the age of 12 must be accompanied by an adult. Parents and guardians are responsible for the conduct and safety of their children and are expected to utilize reasonable judgment and care to insure that their children do not wander into the Pool Area. The Resident Manager, the Managing Agent, or any security guard, contractor, agents or employees of the Managing Agent or Association, or any member of the Board of Directors shall not be responsible in any way for the monitoring of or for the safety of any children entering the Pool Area unaccompanied by an adult.

* * *

6. Running, pushing or shoving of anyone around the Pool Area is not allowed. Jumping into the Pool using any of the Pool furniture or from any part of the buildings, walls, or

railings is prohibited. The tossing or use of any of the furniture in the Pool Area in the Pool is prohibited. Residents or their guests shall not damage or interfere in any manner with any portion of the lights, lighting equipment, electrical connections, pumps, filters, plumbing or monitoring devices, or other equipment used for the Pool. Pool lifesaving equipment located in the Pool Area shall not be used for any reason except in case of emergencies. A violation of this section may but need not result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00. A fine or fines may be assessed with or without a prior warning.

* * *

14. Barbeque Grilles and Tables Under the Trellis. Except as provided herein, and in the Reservation Agreement for the Recreation Center, the barbeque grilles and the tables under the trellis in the Pool Area shall not be reserved and shall each be available to any Resident on a first-come, first-served basis, except that each barbeque grille shall be used for no more than two hours at a time by any Resident. Any Resident who has reserved the Recreation Center shall have first priority use of one barbeque grille for the entire day of the reservation.
15. All users of the Pool and Pool Area must comply with and agree to be bound by all of these House Rules and with any and all posted signs in the Pool Area.

RECREATION CENTER

1. The Recreation Center is available to be reserved for use by Residents and their Guests. Any reservation of the Recreation Center must be made by a Resident, and must be made in writing by completing both of these requirements:
 - a. The Recreation Center Reservation Agreement, the form of which is attached to these House Rules as Addendum "A" (the "Reservation Agreement") must be completed in writing by the Resident and signed by the Resident; and
 - b. Not less than two weeks prior to the date of the Reservation, the Resident Manager must receive the full amount of the Reservation Fee and Deposit as required by these House Rules and by the Reservation Agreement, and at the same time receive a completed Reservation Agreement.

Reservations of the Recreation Center shall not be accepted by telephone or any other means; provided however, that if a Resident desires to reserve the Recreation Center for a date within this two-week period, and if the Recreation Center has not been so reserved, as determined by the Resident Manager, then the Recreation Center may be reserved on a first-come, first-served basis by a Resident who first completes the Reservation Agreement and whose completed Reservation Agreement and the full amount of the Reservation Fee and Deposit is first received by the Resident Manager. Reservation Agreement forms are available from the Resident Manager.

2. The Recreation Center is available for use during the following hours only:

Sunday through Thursday: 8:00 a.m. to 10:00 p.m.

Friday, Saturday and the day
Before a State holiday: 8:00 a.m. to 11:00 p.m.

Use of the Recreation Center may be reserved for no more than one day (during these hours) per reservation, except as may be permitted by the Resident Manager.

3. Quiet hours will be observed after 10:00 p.m., and all loud entertainment, music, and other activities must be over by 10:00 PM., however, noise levels that disturb a person of reasonable sensibility at any hour, as determined by the Resident Manager will result in a violation. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.
4. The Reservation Fee for use of the Recreation Center is \$35.00 by way of cash or check payable to Mariner's Village Three. This Fee may be forfeited at the discretion of the Resident Manager. A Deposit of \$100.00 is required by way of check payable to Mariner's Village Three. This Deposit is refundable if all conditions of the Reservation Agreement are met and if the Recreation Center is left clean and undamaged as determined by the Resident Manager. The Reservation Fee and Deposit amounts are subject to revision by the Board of Directors from time to time. Any costs incurred as a result of any damage, repair or cleaning in connection with or resulting from a Resident's reservation and use of the Recreation Center will be deducted from the Deposit and Reservation Fee paid by the Resident according to Section 10 of Article I of these House Rules, if necessary. Fines for any violation of any of these House Rules by the Resident may also be deducted from the Deposit and Reservation Fee, if the Reservation Fee is refundable.
5. Keys: Arrange to pickup the keys from the Resident Manager no later than one week prior to the Reservation Date. The keys are to be returned to the drop box outside the Resident Manager's unit immediately after use of the Recreation Center. Loss of the keys for the Recreation Center and/or the failure to return the keys immediately after use of the Recreation Center may result in a fine of \$100.00 and/or a deduction or forfeiture of the Deposit or Reservation Fee, if refundable.
6. All users of the Recreation Center must comply with and agree to be bound by all of these House Rules and with any posted signs in the Pool Area. Non-compliance may result in forfeiture of some or all of the Deposit.
7. All gates to the Recreation Center and Pool Area must be kept locked at all times. Entry to and use of the Recreation Center, Pool and Pool Area shall only be through any of the locked gates to the Recreation Center and Pool Area and by authorized use of a Pool key. The use of rocks, ropes or any other device to hold or secure any

of the gates in the open position is prohibited, except for limited time periods which may be permitted at the sole discretion of the Resident Manager to allow for loading and unloading of supplies for parties or events. Climbing or jumping over any of the gates or fences which secure and surround the Pool Area and Recreation Center is prohibited.

8. The maximum number of persons who can use the Recreation Center at any one time is ninety-three (93).
9. Parking for the Recreation Center is available in the Guest Parking stalls next to the Pool Area and across from the Pool Area on Wainiha street. No parking is permitted on Kumukumu Street, except for limited time periods which may be permitted at the sole discretion of the Resident Manager to allow for loading and unloading of supplies for parties or events.
10. Supervision: The Resident who completed the Reservation Agreement shall be present at the Recreation Center for the entire duration of the specified function and assumes full responsibility for all guests and users of the Recreation Center.
11. Barbeque Grille. Any Resident who has reserved the Recreation Center shall have first priority use of one barbeque grill for the entire day of the reservation.

* * *

ARTICLE VIII – CITATIONS, STOPPING OF PROHIBITED CONDUCT, FINES AND APPEALS

1. Stopping of Prohibited Conduct. Citations for violations will be issued to the violator/Tenant, Resident, and Owner of the Living Unit. A copy of the citation will be sent to the Nonresident Owners. Owners shall be liable for their own fines and shall be jointly and severally liable for fines assessed against their Tenants, guests, family members, agents, employees or the guests, family members, agents and employees of Tenants. Any conduct or activities prohibited by or in violation of any of these House Rules shall immediately stop.

* * *

**MARINER'S VILLAGE THREE
RECREATION CENTER RESERVATION AGREEMENT**

NAME: _____

ADDRESS: _____

PHONE NUMBER: _____ DATE OF THE FUNCTION: _____

PURPOSE OF THE RESERVATION: _____

INITIAL HERE TO ACKNOWLEDGE RECEIPT OF THE KEYS: _____

	Initials	Date
DEPOSIT/FEE STATUS: Fully Refunded: _____	Date	(Resident to sign/date to acknowledge receipt)
Signature		

All or portion of Deposit and/or Fee withheld for the following reasons:

TERMS AND CONDITIONS OF USE OF RECREATION CENTER

1. The Recreation Center is available to be reserved for use by Residents and their Guests. All reservations of the Recreation Center must be made by a Resident, and must be made in writing by completing both of these requirements:
 - a. This Recreation Center Reservation Agreement (the "Reservation Agreement") must be completed in writing by the Resident and signed by the Resident; and
 - b. The Resident Manager must receive the full amount of the Reservation Fee and Deposit as required by the House Rules and by the Reservation Agreement, and at the same time receive a completed Reservation Agreement, not less than two weeks prior to the date of the reservation.

Reservations of the Recreation Center shall not be accepted by telephone or any other means, except as may be provided in the House Rules.

2. The Recreation Center is available for use during the following hours only:

Sunday through Thursday:	8:00 a.m. to 10:00 p.m.
Friday, Saturday and the day Before a State holiday:	8:00 a.m. to 11:00 p.m.

Use of the Recreation Center may be reserved for no more than one day per reservation during these hours, except as may determined by the Resident Manager.

3. Quiet hours will be observed after 10:00 p.m., and all loud entertainment, music, and other activities must be over by 10:00 p.m., however, noise levels that disturb a person of reasonable sensibility at any hour as determined by the Resident Manager will result in a violation. A violation of this section shall result in one warning. Failure to cure said violation in a timely fashion or a repeated violation may result in a fine of \$50.00.

4. The Reservation Fee for use of the Recreation Center is \$35.00 by way of cash or check payable to Mariner's Village Three. This Fee may be forfeited at the discretion of the Resident Manager if the reservation is cancelled less than two weeks prior to the reservation. A Deposit of \$100.00 is required by way of check payable to Mariner's Village Three. This Deposit is refundable if all conditions of the Reservation Agreement are met and if Recreation Center is left clean and undamaged, as determined by the Resident Manager. At the Resident Manager's sole discretion, any costs incurred by the Association as a result of any damage, repair or cleaning in connection with or resulting from a Resident's use of the Recreation Center will be deducted from the Deposit and paid by fines against the Resident if necessary. Fines for any other violation of any of these House Rules by the Resident may also be deducted from the Deposit.
5. Keys: Arrange to pickup the keys from the Resident Manager no later than one week prior to the Reservation Date. The keys are to be returned to the drop box outside the Resident Manager's unit.
6. All users of the Recreation Center must comply with and agree to be bound by all of the House Rules and with any posted signs in the Pool Area. Non-compliance may result in forfeiture of some or all of the Deposit.
7. All gates to the Recreation Center and Pool Area must be kept locked at all times. Entry to and use of the Recreation Center, Pool and Pool Area shall be through any of the locked gates to the Recreation Center and Pool Area and by authorized use of a pool key only. The use of rocks, ropes or any other device to hold or secure any of the gates in the open position is prohibited, except for limited time periods which may be permitted at the sole discretion of the Resident Manager to allow for loading and unloading of supplies for parties or events. Climbing or jumping over any of the gates or fences which secure and surround the Pool Area and Recreation Center is prohibited.
8. The maximum number of persons who can use the Recreation Center at any one time is ninety-three (93).
9. Parking for the Recreation Center is available in the Guest Parking stalls next to the Pool Area and across from the Pool Area on Wainiha Street. No parking is permitted on Kumukumu Street, except for limited time periods which may be permitted at the sole discretion of the Resident Manager to allow for loading and unloading of supplies for parties or events.
10. Supervision: The Resident who completed the Reservation Agreement shall be present at the Recreation Center for the entire duration of the specified function and assumes full responsibility for all guests and users of the Recreation Center.
11. Barbeque Grill. Any Resident who has reserved the Recreation Center shall have first priority use of one barbeque grill for the entire day of the reservation.
12. Indemnity Agreement. The Resident hereby agrees to release, discharge, indemnify and hold harmless, the Association, the Managing Agent, the Resident Manager and each of the Board of Directors, and their respective attorneys, agents, contractors, and employees from and against any and all injuries, claims, liabilities, actions, judgments, and/or damages, including without limitation, costs and attorneys' fees, arising out of or in connection with the use of the Recreation Center by the Resident or any of the Resident's guests.

I am the Resident indicated above and have carefully read and fully understand, and agree to comply with the terms of this Reservation Agreement and the House Rules, a copy of which I have received and read:

_____ (signature) _____ (date)