

MALANAI IKI AOO

(Association of Apartment Owners)

HOUSE RULES

Approved and Adopted by the Board on
May 4, 2010

Effective July 15, 2010

Prepared by:
Certified Management, Inc.



**MALANAI IKI
HOUSE RULES
Adopted May 4, 2010
Effective July 15, 2010**

INTRODUCTION.....	3
I. COMPLIANCE WITH ALL LAWS.....	4
II. REGISTRATION	4
III. GENERAL CONDUCT	5
IV. SOLICITING.....	5
V. EMERGENCY SERVICES	5
VI. RIGHT OF ENTRY	5
VII. NOISE AND NUISANCES	6
VIII. PETS	7
IX. USE AND MAINTENANCE OF APARTMENTS, COURTYARDS AND LANAIS..	8
A. Residential Use	8
B. Maintenance and Repairs.....	8
C. Structural Impairments	8
D. Vegetation and Plants in Courtyards.....	9
E. Water Utilities	9
F. Other Utilities.....	9
G. Use of Licensed Contractors ..	9
H. Plumbing System/Maintenance of Apartments	9
I. Termites	10
J. Uniformity and Aesthetics	10
K. Windows	10
L. Storage of Personal Items	10
M. Canopies	10
N. Lanais, Windows, Etc.	10
O. Lanai Areas	11
P. Signs	11
Q. Alterations	11
R. Air Conditioning	12
S. Alternatives to the Use of the Dryer.....	12
X. USE AND MAINTENANCE OF COMMON AREAS.....	13
A. General Maintenance	13
B. Sprinklers and Lights	14
C. Use of Common Elements.....	14
D. Obstructions	14
E. Safety Considerations	14
F. Alcoholic Beverages	14
G. Camping	14
H. Firearms	14
I. Fireworks	14
J. Hazardous Materials.....	15
K. Littering.....	15
L. Private Functions.....	15
M. Outdoor Cooking	15
N. Water.....	15



XI. TRASH DISPOSAL AND ENCLOSURES	15
A. Trash Disposal.....	15
B. Recyclable Items	15
C. Household Furnishings and Other Bulky Items	15
XII. PARKING LOTS AND DRIVEWAYS	16
A. Safety Considerations	16
B. Quiet Operation of Vehicles....	16
C. Assigned Parking Stalls.....	16
D. Registration of Vehicles.....	16
E. Abandoned Vehicles.....	17
F. Guest Parking.....	17
G. Loading or Unloading	17
H. Repairing of Vehicles.....	17
I. Vehicle Covers	17
J. Parking Lot and Stall Maintenance.....	18
K. Towing.....	18
L. Bicycles/Scooters/Skateboards	18
XIII. LOSS OF PERSONAL PROPERTY	18
XIV. ASSOCIATION INSURANCE	18
XV. COMPLIANCE AND ENFORCEMENT OF THE HOUSE RULES	18
A. Compliance.....	18
B. Amendments	19
C. Enforcement.....	19
D. Citations	19
E. Appeals	20
F. Further Proceedings.....	21
XVI. MAINTENANCE FEES.....	21
XVII. PRIORITY OF PAYMENTS.....	22
XVIII. AMENDMENTS.....	22
XIX. NON-DISCRIMINATION POLICY	22
APPENDIX A – Pet Application/Registration Form	A-1
APPENDIX B – Emergency Homeowner and Resident Registration Form	B-1
APPENDIX C – Application for Design Approval for Modifications, Improvements and/or Additions	C-1
APPENDIX D – Air Conditioner Specifications	D-1
APPENDIX E – Antenna Installation Policy	E-1



MALANAI IKI TOWNHOMES

INTRODUCTION

Malanai Iki is an 88-unit townhouse development consisting of 11 two story buildings and one single story building which is the Meeting Room. To help ensure harmony in this Association, certain rules must be adopted by all Residents.

The primary purpose of the House Rules is to help protect all Residents from annoyance and nuisance caused by improper conduct or use of the Complex and to help protect the reputation and desirability of the property.

These House Rules are based on common sense, consideration for others, and pride in one's home. The published Rules only go part way and only formalize the more obvious. What really counts in a quality community are the unwritten "good neighbor" rules which we live by daily and which are born out of respect and consideration of the needs and rights of our neighbors. The Association encourages all Residents to practice reasonable tolerance, remembering the close proximity in which we live.

Compliance with Association House Rules is required by Hawaii State Law. The Board of Directors is held responsible for enforcing and amending the House Rules, in accordance with the Association's By-Laws. The Board has delegated the authority for administering and enforcing the rules to the Managing Agent and its Site Manager. All Residents, their Guests, and any person who may use the Malanai Iki condominium project shall be bound by these House Rules and by standards of reasonable conduct whether or not covered by these House Rules.

The Board of Directors, from time to time, may post special safety regulations or other rules concerning the property. The Board's posted rules shall be considered extensions of these House Rules.

The House Rules are subject to change by action of the Board of Directors. Suggested changes are welcome and should be delivered in writing to the Board of Directors.

On-site interpretation and enforcement of the House Rules will be determined at the time of occurrence by the Site Manager. Decisions of the Site Manager will be respected. Conflicting opinions may be appealed by writing to the Board of Directors within fifteen (15) days of the date of a citation. Correspondence should be addressed to the Board of Directors and mailed to the Managing Agent.

The Board of Directors wishes to render fair, impartial and timely decisions in all matters brought before it for action and consideration. Whenever possible, written appeals will be brought to the Board's attention by the Managing Agent no later than the first board meeting held following receipt of the correspondence, and will be responded to in writing no later than ten days from that meeting date.



**MALANAI IKI
HOUSE RULES
Adopted May 4, 2010**

I. COMPLIANCE WITH ALL LAWS

Each Apartment Owner, Tenant, Guest, and any person who may use the Malanai Iki condominium project shall at all times observe and comply with all laws, ordinances, rules and regulations now and hereafter made by any government authority, the Association or the Board of Directors applicable to the use of the Complex.

Violations of the House Rules should be promptly reported at the time of occurrence to the Site Manager who will take appropriate action.

II. REGISTRATION

The Association must be able to contact the appropriate parties in order to conduct business with Owners and to allow Management to respond quickly to situations and emergencies that affect Residents and Property.

Residents - Each Resident must register with the Site Manager or Managing Agent *within 30 days* of occupying their Apartment by providing the names of Occupants, address, phone numbers, vehicle descriptions, and other information that may be requested. Residents must also notify the Site Manager or Managing Agent of any changes in the information.

Absentee Owners - Owners who do not reside at the Condominium must provide their current address and phone number, and the name, address and telephone number of their rental agent, if any, to the Managing Agent. In accordance with Hawaii law, an Apartment Owner whose residence is outside the State of Hawaii shall designate a local agent to represent such Owner's interest. Such Owners shall file their out-of-town address and telephone number and the address and telephone number of their local agent with the Managing Agent. The absentee Owner shall assume responsibility for the contents of his closed Apartment.

Owners and/or their Rental Agents are responsible for registration compliance of their Tenants and for notifying the Association if their Apartment becomes unoccupied for any reason, for more than thirty days.

Timesharing is prohibited.



III. GENERAL CONDUCT

An Apartment Owner shall, upon request of the Association, immediately abate and remove, at such Owner's expense, any structure, thing or condition that may exist with regard to the occupancy or use of such Owner's Apartment by any Occupant of the Apartment contrary to the intent and meaning of these House Rules. If an Apartment Owner is unable to control the conduct of any occupant, the Apartment Owner shall, upon request of the Association, immediately remove such occupant from the premises, without compensation from the Association or Managing Agent for lost rental or profits or any other damage resulting thereof.

Owners and Tenants are responsible for the conduct and supervision of their family members and their guests at all times. For safety reasons, it is prohibited to skateboard, ride scooters, or play in the Common Areas, particularly the roadways and trash enclosures.

Owners will be liable for any damage caused by themselves, their family members, their Guests, their Tenants and their Tenants' Guests, to the Common Elements. The cost of repair or replacement shall be chargeable to the Owner(s), who will be liable to the Association for payment of such amounts.

All persons shall comply and cooperate with the requests of the Site Manager with respect to matters of personal conduct in and about the Complex.

IV. SOLICITING

No soliciting of goods, services, or religious activities is allowed in the Complex, without the prior approval of the Managing Agent or Site Manager. The Community Room may be rented by non-profit groups such as the Girl Scouts, Boy Scouts, etc. All solicitations should be reported to the Managing Agent or the Site Manager.

V. EMERGENCY SERVICES

When emergency services of the Police, Fire Department, paramedics, ambulance or physician are needed, the appropriate agency or person should be called directly. Any emergency involving physical injury, property damage, break-ins, or thefts on the premises should also be brought to the immediate attention of the Site Manager and/or Managing Agent.

VI. RIGHT OF ENTRY

Every Apartment Owner, Tenant, and Guest hereby grants right of entry to the Managing Agent, and other persons authorized by the Board, in any event of emergency originating in or threatening such Apartment or any other Apartment, whether or not such Owner or Occupant is present at the time. In case of emergency, the Managing Agent may enter any building or Apartment as the Managing Agent may



deem necessary.

In such case, the Managing Agent shall promptly notify the Owner or Occupant of the reason and result of such entry. The Owner is to provide contact phone numbers on their registration forms and keep those numbers up to date. The information is to be provided by the Owner for any Tenant or Resident. It is the responsibility of the Owner to have this information, even if the Resident does not provide it to the Managing Agent or Site Manager.

VII. NOISE AND NUISANCES

No excessive noise or nuisance of any kind is allowed on the premises, nor any practice which is improper or offensive in the reasonable opinion of the Board of Directors, or which causes unreasonable annoyance to other Residents.

Each Resident and Occupant of the Apartments shall avoid excessive noise of all types at all times and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Apartments.

Residents and their Guests will consider the welfare of other Residents by avoiding excessive noise of all types at all times. Examples include yelling, loud parties, loud music, loud TVs or other devices emitting loud sounds. All radios, TVs, stereos, musical instruments, etc. shall be played at reduced volume after 10:00 p.m. and before 10:00 a.m. on weekdays and after 11:00 p.m. and before 8:00 a.m. on weekends.

It is required that noise due to departing Guests, particularly at night, be kept at a minimum.

Use of washers and dryers after 10:00 p.m. should be discouraged in consideration of your neighbors.

Front doors and service doors are to be held (or retained) so as to avoid slamming due to the wind.

Repairs and construction to Apartments will be done between the hours of 8:00 a.m. and 7:00 p.m., except in an emergency. See "Alterations" for general rules relating to construction.

Excessive noise should be immediately reported to the Managing Agent or Site Manager so that appropriate action can be taken at the time of occurrence. Noise that is in violation of City and County ordinances will be reported to the Police Department.

Profane language is prohibited at all times in the Common Areas.



VIII. PETS

No livestock, poultry, or other animals will be allowed or kept in any part of the Complex except one dog, or one cat, or one other household pet as stated in Malanai Iki Amended By-Laws, Article 9, Section 9.3(M).

Malanai Iki Pet Policy

No pets or animals whatsoever shall be allowed or kept in any Apartment or any other part of the Complex except in accordance with all of the following:

1. Not more than one dog, or one cat, or one other household pet may be kept in any apartment. The Board of Directors upon application by an Apartment Owner, may permit more than one pet in an Apartment if they determine in its reasonable discretion that such pets will not cause or create any unreasonable disturbance.
2. No animals described as pests under Section 150A-2 of the Hawaii Revised Statutes, as amended, or animals prohibited from importation under Section 141-2, 150A-5, or 150A-6 of the Hawaii Revised Statutes, as amended shall be permitted.
3. All pets shall be registered with the Board of Directors, Site Manager or Managing Agent, and each pet owner shall pay a reasonable registration fee as may be established by the Board of Directors. A Pet Application/Registration Form is attached as Appendix A.
4. Each pet must wear a conspicuous tag and be licensed with the City and County whenever required.
5. The owner of any pet shall compensate any person hurt or bitten, or whose property was damaged by such pet, and shall hold the Board, the Association and the Managing Agent harmless from any claim resulting from any action of his or her pet.
6. No pets shall be kept, bred or maintained for any commercial purposes.
7. Any pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the Complex upon 10 days written notice to the owner from the Board; provided, however, that in the case of a service animal required to assist a person with a disability, the disabled resident shall be given a reasonable time to correct the problem or find a replacement service animal, unless in the opinion of the Board the service animal is an immediate threat to persons or property at the Complex.
8. In no event shall any pets be permitted access to any portion of the Common Elements unless carried or on a short leash.
9. Tenants of any Apartment Owner may keep pets in the Apartment rented by such tenant in accordance with these rules; provided that the Apartment Owner agrees in writing to allow the tenant to keep such pets.
10. Any Apartment Owner who is keeping a pet as provided herein, may upon the death of such pet, replace such pet with another and may continue to do so as long as the Apartment Owner continues to reside in any Apartment in the Complex.



11. All pets shall be kept at all times within the apartment and not in any courtyard or lanai. Pets shall be allowed on the Common Elements only in transit and while carried or on a short leash.
12. Notwithstanding any restriction contained in Section VIII.1, guide dogs, signal dogs, and other service animals (collectively referred to as "service animals") shall be permitted at the project, provided that all the other restrictions of this pet policy shall apply to service animals.
13. Pet Owners are responsible for the removal and proper disposal of pet feces immediately from the Common Elements and periodically from the apartments. Feces must be wrapped and secured or tied in a plastic bag and disposed of in a trash container. Failure to comply with this rule will result in an immediate action being taken by the Board of Directors, which will include notice to the Humane Society and Department of Health.
14. All pets shall be licensed and inoculated as required by law. In accordance with Honolulu ordinances, dogs must always be leashed (unless they are being carried) when in the common areas. Cats that are allowed outdoors must be neutered and identified with a microchip, ear tag or neck collar, as required by Honolulu ordinances. Any animal found on the Common Elements unattended is subject to being picked up and turned over to the Humane Society.
15. Pets must be controlled by a responsible person at all times. Pets will not be tied or chained in common areas or limited common areas.
16. Feeding feral cats and stray animals in the Common Areas is not permitted.

The above stated pets are allowed as long as they do not become a nuisance or infringe upon the rights of other Residents or their enjoyment of the Complex. Pet Owners must not allow excessive noise, parasitic infestations such as fleas or ticks, odors, excessive shedding or other nuisances to be caused by their pets.

IX. USE AND MAINTENANCE OF APARTMENTS, COURTYARDS AND LANAIS

A. Residential Use

The Apartment shall be occupied and used by the respective Owners, their Tenants and such Owners' and their Tenants' families and guests for residential purposes and in compliance with the By-Laws and restrictions contained in the respective Apartment deeds.

B. Maintenance and Repairs

Apartment Owners and their tenants are responsible for the cleanliness, repair and maintenance of their Apartments, windows, screens, caulking and water sealant, doors, courtyards and lanais.

C. Structural Impairments

Nothing shall be allowed, done or kept in the Complex which would overload or impair the floors, walls or roofs of the buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the



Association or the Board of Directors.

D. Vegetation and Plants in Courtyards

All vegetation, plants or landscaped areas in courtyards will be properly maintained by the resident at all times. No vegetation or plants are allowed to be planted by Residents near the buildings, roofs, fences or other Common Elements because of roots, limbs, foliage, water, termites, or other potential hazards. The Association reserves the right to limit the plants and vegetation that may be planted in these areas.

E. Water Utilities

Water shall not be allowed to flow unnecessarily. Apartment faucets and other plumbing fixtures shall be properly maintained and all leaks promptly repaired. Low flow toilets and shower heads are recommended to help reduce water expense.

F. Other Utilities

All repairs of internal installations within each Apartment, such as water, lights, electricity, telephone, air conditioning, sanitation, doors, windows, lamps, and other fixtures and accessories belonging to such Apartment, including walls, floors, and ceilings of such Apartments, and all Limited Common Elements appurtenant to the Apartment, shall be the responsibility of the Owner of such Apartment and made at such Owner's expense.

G. Use of Licensed Contractors

The use of licensed electricians and plumbers is required for all electrical and plumbing work repairs at Malanai Kai. In addition, owners must hire licensed contractors whenever required by Hawaii's licensing laws and regulations. Please contact the Hawai'i Department of Commerce and Consumer Affairs or visit their website for more details about the licensing requirements.

Hire contractors that you have confirmed are properly licensed and current in all employer withholdings and insurance. You can contact the Professional and Vocational Licensing Division of the Department of Commerce and Consumer Affairs (808-586-3000) for licensing information. You may call the Regulated Industries Complaints Office's (RICO) complaints history line (808-586-2677) to check if there are any complaints against a contractor.

H. Plumbing System/Maintenance of Apartments

Apartment Owners and Tenants will not flush sanitary napkins, tampons, paper towels, dental floss or any other materials down toilets, which may clog sewer lines. The cost of cleaning lines will be charges to Apartment Owners if such items are found in the lines.

Maintenance of individually-owned Apartments, including all windows and doors, including hinges, locks and door closures, if applicable, is the responsibility of their respective Owner and or Occupant. All repairs must be done in a timely manner.



I. Termites

Termites and other wood destroying pests, if discovered inside Apartments, courtyards or lanais must be immediately reported to the Site Manager or Managing Agent and all recommended treatment and repairs must be carried out in a timely manner.

J. Uniformity and Aesthetics

Except for temporary holiday decorations and banners, nothing shall be attached to, hung from, or placed on exterior buildings, railings, gates or fences for any purpose without prior written consent of the Board of Directors. Holiday decorations are allowed to be hung for a certain time period only—they may be hung up no earlier than the 25th of November and must be taken down no later than the 5th of January.

K. Windows

Window coverings and/or window tinting shall be maintained in good and presentable condition, and not be tattered or worn. They will be replaced when they become deteriorated. See the attached Design Committee Rules for specifics on the window tinting.

Only window coverings (under drapes/linings, drapery, and/or blinds) in white or beige will be permitted. No other window coverings are allowed (such as tarp, cardboard, foil, wood, paraeo, lava-lava, etc).

L. Storage of Personal Items

No items of personal property, including baby carriages, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand in any Common Element other than in Limited Common Elements appurtenant to such Owner's Apartment and shall not be visible from the street or adjoining properties or any other Apartment or any other part of the Complex. Articles of any kind left in any Common Element will be removed at the Owner's risk and expense at the direction of the Board. No laundry, dry cleaning or other items, shall be allowed to remain in view at the front entrance to any Apartment.

Footwear may NOT be placed outside Apartment gates. Footwear must be placed in a manner so as NOT to create a safety hazard.

M. Canopies

No canvas awnings, shades, windbreaks or canopies of any type shall be installed on the outside of the building, other than the type approved by the Board of Directors. The use of canopies requires written approval from the Board of Directors. Only temporary canopies, tarps or tents will be allowed by the Board of Directors.

N. Lanais, Windows, Etc.

Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons and other objects, shall not be placed in areas or passages or in windows so as to be in view from outside the building or from any other Apartment. Nothing shall be released or thrown from windows or lanais. No rugs or other objects shall be dusted or shaken



from the windows or balconies of the Complex, and no cleaning by beating, such as in the case of rugs, shall be done in exterior parts of the buildings.

Storage sheds and other structures must be below the fence line and must blend in harmoniously with the Complex's design, and require written approval from the Board and the Design Committee of the Villages of Kapolei community association.

O. Lanai Areas

Charcoals and gas grills are permitted on the concrete courtyards for safety and security reasons. The grill is to be placed away from the walls and shall not be used under the eave, wooden lanai, or wooden stairs.

Only appropriate furniture and plants shall be placed in appurtenant lanai areas. No structure shall be built or permitted to exist in any lanai area, including, without limitation, storage rooms, gazebos and/or trellised areas. Any items deemed unsightly by the Board or Managing Agent, which do not comply with these House Rules, the By-Laws or the Declaration, shall be removed upon the request of the Board or the Managing Agent. Lanai areas shall not be used for the storage of articles of any kind or for the drying of laundry.

P. Signs

No signs, signals or lettering shall be inscribed or exposed on any part of the Apartment buildings, including, but not limited to, the exterior door, walls, fences or gates of any apartment, other than the Apartment numbers provided by the Association, except:

- a) such signs as may be required by legal proceedings;
- b) during the construction of any Residence or other improvement, a job identification sign having a maximum areas of six (6) square feet and of the type usually displayed by contractors, subcontractors, financial institutions and tradesmen; and
- c) no more than one "For Sale" or "For Rent" sign having a maximum area of three (3) square feet, such sign to refer only to the Lot on which it has been placed.

No images, pictures, or signs, electronic or otherwise, shall be permitted to protrude out of any window, lanai or any other area of the Apartment or Common Elements.

Q. Alterations

Alterations or modifications of the exterior of apartments or to any Common Element may be made only with the prior written approval of the Board of Directors and the Design Committee of the Villages at Kapolei community association, as set forth in the Association's Declaration and the By-Laws.

Replacement of Apartment windows, screens or doors with ones of similar design do not require written permission from the Association.



All alterations or modifications must be done in compliance with City & County building ordinances, and if applicable, a building permit must be obtained. All plumbing and electrical work must be performed by a licensed contractor *and* should be reported immediately to the Site Manager who may need to become involved if the pipes or lines are within a common area.

Once approval for a design change/modification has been given by the Board of Directors, the homeowner will have one (1) year to make the change. Once work has started on the design change/modification, the homeowner has one (1) month to complete the project.

No projections shall extend through any door or window opening into any entry or beyond the exterior face of the building.

Except as required by the Federal Communications Commission's OTARD rules, no Owner or Tenant shall install any wiring or other device for electrical or telephone installation, television, cable television, machines or other equipment or appurtenances on the exterior of the building without the written permission of the Board.

No person shall be allowed on any roof for any purpose whatsoever, except authorized tradesmen with the Site Manager's approval.

R. Air Conditioning

Approval for the installation of window air conditioning shall be granted by the Board of Directors and only in accordance with written specifications, as noted by the Board of Directors. The homeowner **MUST** apply for a design change, submit all necessary paperwork and payments, notarize the document, and have the document filed with the Bureau of Conveyances **BEFORE** approval is granted.

S. Alternatives to the Use of the Dryer

To give the homeowners of Malanai Iki an alternative to using the dryer to dry their clothes, the Board of Directors has approved the use of retractable clotheslines and drying racks with the following guidelines.

Homeowners **MUST** apply for the design changes and be approved by the Board of Directors, **BEFORE** installation and usage is done and the following rules **MUST** be followed for any installation.

1. Retractable Clotheslines:

May be purchased from any hardware store and installed in the lower courtyard, below the fence line. (For downstairs units, the clothesline may be installed in the back courtyard.) Retractable clotheslines shall not be installed in any other locations.

The device may be attached to the 2" x 4" posts of the fence that enclose the courtyard,



per installation directions of the clothesline. (For the upstairs unit, the device may be also attached to the post under the stairways.)

When the clothesline is not in use, the clothesline must be retracted, into the closed position.

All items hung on the clothesline must not be visible above the fence line and must be removed by 9 p.m.

Any deviations to the instructions above may constitute a violation of the house rules and may lead to a citation.

2. Collapsible Drying Racks:

The use of collapsible drying racks is approved as to be used in the lower courtyard of all units. For the downstairs units, racks should be used in the back courtyard, near the washer and dryer.

Racks may not be used on the upper level of the upstairs units.

The height of the rack and clothes shall not exceed the height of the fence line.

When the rack is not in use, the rack shall be collapsed and stored.

3. As a reminder:

Per Article 9, Section 9.3(J) of the By-Laws of the Association of Apartment Owners of Malanai Iki:

"No garments, rugs or any other objects shall be hung from the lanai, windows or facades of any Apartment or any part of the Project"

and Article 9, Section 9.3(K) further states:

"No rugs or other objects shall be dusted or shaken from the lanai, windows or any Apartment or any other part of the Project, or cleaned by beating or sweeping on any hallway or exterior part of the Project"

X. USE AND MAINTENANCE OF COMMON AREAS

A. General Maintenance

The common areas include parts of the Complex used by all residents for their mutual convenience, enjoyment and safety. The Association is responsible for the maintenance and upkeep of the Common Elements, and the overall appearance of the property. Noticed defects and hazardous conditions should be reported directly to the Site Manager.

B. Sprinklers and Lights

No resident or guest shall alter, adjust, or remove any structure, apparatus or appliance located in the Common Elements, i.e., sprinklers, lighting, etc. All violations shall be reported to the Site Manager.

C. Use of Common Elements

The Common Elements will be used for their designated or intended purposes only and will not be altered, transferred or removed without written consent of the Association. No horseplay will be allowed to the annoyance of other Apartment residents. All persons shall comply with the requests of the Managing Agent and the Site Manager in respect to matters of personal conduct in and about the open areas.

D. Obstructions

The Common Areas will not be obstructed. No items of personal property will be left unattended or allowed to stand in any of the common areas. Such items are subject to removal by the Association at the owner's risk and expense.

Nothing shall be allowed, done or kept in any Apartment or the Common Elements of the Complex which would overload or impair the floors, walls or roofs (specifically including waterbeds), or cause any increase in the ordinary insurance premium rates or cause the cancellation or invalidation of any insurance maintained by or for the Association.

E. Safety Considerations

No hazardous activities or conduct shall be engaged in on the premises. Playing on, climbing on, or sitting on, fences, gates, walls, roofs, light fixtures, stair railings, trees, water sprinklers, landscaped areas, equipment or other structures or fixtures is prohibited. Motorcycles, mopeds and other motorized vehicles will not be ridden on sidewalks or lawns or within the Common Elements in the Complex.

F. Alcoholic Beverages

Consumption of alcoholic beverages in the common areas is not permitted for any function or reason.

G. Camping

No camping, staying overnight or use of tents in the Common Areas of the Complex is allowed at any time.

H. Firearms

Firearms must be registered with the Honolulu, Police Department and may be carried outside the Apartments only if kept unloaded inside a carrying case, unless the adult person is licensed to carry firearms.

I. Fireworks

Use of fireworks of any kind is strictly prohibited at all times. An immediate fine of \$500



shall be imposed for using fireworks.

J. Hazardous Materials

No inflammable fluids, such as gasoline, kerosene or explosive materials, or articles deemed extra hazardous, toxic or poisonous to life, limb, or property, shall be brought into the buildings or stored in or about the buildings in the Complex.

K. Littering

Littering in the common areas is prohibited. Dust or rubbish will not be swept or released from any apartment, courtyard or lanai into the Common Areas. Cigarettes, matches and chewing gum will be disposed of in appropriate receptacles. Dumping or littering on the premises or along the perimeter of the property is subject to City & County fines in addition to House Rule citations and fines.

L. Private Functions

Residents will not utilize any common areas outside their lanai for parties or other social events without prior approval of the Site Manager. Such approval will be immediately rescinded if the gathering causes excessive noise or nuisances to other residents. Auctions, flea markets, yard sales, and similar commercial activities are not allowed.

M. Outdoor Cooking

The rules for outdoor cooking on the Common Elements are the same as for lanai areas. See Section IX.O., Lanai Area, on page 11 above.

N. Water

Water is a shared expense and will not be allowed to run unnecessarily. Noticed leaks and damaged sprinklers should be reported to the Site Manager. The Site Manager shall use his discretion to evaluate water use and if this becomes excessive, a fee may be administered.

XI. TRASH DISPOSAL AND ENCLOSURES

A. Trash Disposal

Trash will be secured in tied plastic bags and deposited *inside* the trash container (dumpster). Empty boxes and other small collapsible items will be flattened and placed *inside* the dumpster. Residents are reminded that household members who are not able to place a bag inside the dumpster should not be asked to take out the trash.

Overflowing dumpsters should be promptly reported to the Site Manager.

B. Recyclable Items

Residents are strongly encouraged to recycle newspapers, plastic bags, and glass by taking these items to a recycling center such as Kapolei Elementary School's container in the school's parking.

C. Household Furnishings and Other Bulky Items

Residents, not the Association, are responsible for disposing of bulk items such as



major appliances, mattresses, water heaters and furniture. The rubbish disposal company will not pick up these items. Bulk items will not be left in the trash enclosure areas without the prior consent of the Site Manager.

Residents may arrange for free disposal of bulk items by calling the City & County at 808-455-1725. See the Directory for more information.

All Residents are asked to promptly report violations of this House Rule to the Site Manager. Violators are subject to pay any expenses incurred by the Association to promptly dispose of unauthorized bulk items left in the trash enclosures or other common areas.

XII. PARKING LOTS AND DRIVEWAYS

A. Safety Considerations

All residents and guests shall exercise extreme caution in operating and parking any vehicle within the Complex. Posted speed limit is established for all areas within the Complex. The speed limit is 5 mph. Driveways shall be used for ingress and egress only.

B. Quiet Operation of Vehicles

All vehicles on the premises shall be operated in a quiet manner. Loud music emanating from the car and racing or gunning of motors is prohibited. Fines may be issued immediately by the Management if this type of offense occurs.

C. Assigned Parking Stalls

Residents are allowed a maximum of two (2) personal vehicles on the property at all times. Furthermore, all Residents' vehicles must be parked in their assigned stalls. Any vehicle of a Resident not parked in their assigned stall (i.e., in a visitor stall or in another resident's stall) will be issued a citation and towed immediately at the vehicle Owner's expense. Parking in unmarked paved areas is prohibited. No vehicle may be parked or left unattended, except when parked in designated parking stalls.

Any Resident wishing to park in a stall of another Resident must first have a letter on file with the Managing Agent from the Owner of the said parking stall giving permission for another vehicle to be parked in their stall. The Owner of the stall must also provide the make, model, color and license plate information of the vehicle they have allowed to park in their stall. Failure to provide the aforementioned information will result in the issuance of a citation and the subsequent tow removal of any vehicle not registered on file.

Vehicles must be parked *within* the designated marked stall area.

D. Registration of Vehicles

All motor vehicles parked on the premises on a regular basis must be registered with the Site Manager. Residents are responsible for notifying the Site Manager of any



changes in the registration of their vehicles, including vehicle type and license number.

Unlicensed motorized vehicles will not be permitted to be operated within the Complex.

All vehicles on site must comply with state regulations and requirements which include current insurance, safety check and registration.

E. Abandoned Vehicles

Abandoned, inoperable vehicles are not allowed on the premises and are subject to being towed at the owner's expense. Free disposal of vehicles can be arranged with the City & County of Honolulu by calling 808-532-7700. See Directory for more information.

F. Guest Parking

A limited number of designated Guest parking stalls are available exclusively for visitors of the property.

Any Resident parked in the Guest parking stalls is subject to immediate tow 24 hours per day.

Unauthorized vehicles in Guest parking stalls shall be towed at the expense of the registered Owner of the vehicle.

Residents are responsible for their Guests' compliance with the parking rules. Guests include contractors, repair crews, and other service providers called upon by Residents.

G. Loading or Unloading

Loading or unloading of furniture, appliances or other items shall be done at areas and times approved by the Site Manager. Caution shall be used to avoid damage to sprinklers, plants, lawns or any other Common Elements. The Apartment Owner will be held liable for any costs incurred by the Association resulting from such damage.

H. Repairing of Vehicles

Only minor repairs and emergency startups are allowed on the premises. Residents are responsible for disposing of engine oil, batteries, and other waste materials in accordance with environmental laws and ordinances. Extensive repairs of cars, boats, surfboards, or other equipment shall not be permitted within the Common Elements or Limited Common Elements if such repair operations are visible from other Apartments or are disturbing to other occupants. All cleaning of, and any repairs to, Common or Limited Common Elements caused from such repairs shall be the responsibility of the Owner.

I. Vehicle Covers

Vehicle covers must be securely fastened, clean and not tattered. Covered vehicles must allow adequate access for stall maintenance. The Association reserves the right to request any Owner or Resident to remove a vehicle cover due to its appearance.



J. Parking Lot and Stall Maintenance

The Association routinely cleans the parking lots of leaves and other debris. Residents are responsible for keeping their parking stalls clean of oil, grease and other fluids that adhere to the parking lot surface. Owners will be liable for any costs incurred by the Association to clean parking stalls and/or repair any damage to the parking lot surface caused by vehicle fluids.

The Site Manager may issue a citation with a deadline for cleaning of a parking stall. In the event the cleaning is not done by the deadline, the stall will be cleaned by the Association and any expense incurred will be charged to the Owner of that parking stall.

K. Towing

Any person's vehicle that is in violation of the parking rules is subject to being towed by the Association's contract towing service at the expense of the vehicle owner/operator in accordance with Hawaii state law. If the violator is a Tenant, or is a Guest of any resident, the Resident and/or Apartment Owner will be jointly and severally responsible for payment of the towing and storage charges.

L. Bicycles/Scooters/Skateboards

Bicycles, scooters, skateboards and motorized scooters shall not be ridden on the walkways, planted areas or in the Common Elements. Damage to vehicles and other property and objects or to the Common Elements shall be the responsibility of the person causing the damage.

XIII. LOSS OF PERSONAL PROPERTY

The Association shall not be responsible or liable for the theft, disappearance or damage to any person's personal property located in the Common Elements or any area of the Apartments.

XIV. ASSOCIATION INSURANCE

An Owner will reimburse the Association for the insurance deductible amounts paid by the Association for any claim covered by the Association's insurance for loss and/or damage caused to any Apartment or Common Element from such Owner's negligence to make necessary cleaning, repairs and maintenance to his or her Apartment. Owners are advised to periodically inspect and maintain washing machine hoses, water heaters, toilets, and other plumbing fixtures to avoid water damage claims. Reimbursable deductibles not paid within a reasonable amount of time will be charged to the Owner's maintenance fee account.

XV. COMPLIANCE AND ENFORCEMENT OF THE HOUSE RULES

A. Compliance

Compliance with the House Rules is required of all Association Residents by Hawaii Revised Statutes, Section 514B-112. Owners are responsible for compliance with the



House Rules by their Tenants, Guests and invitees. The House Rules shall become part of any and all Rental Agreements.

Owners or their assigned Rental Agents will ensure that a copy of these House Rules is provided to their Tenants at the time the lease agreement is signed. A copy of a statement indicating receipt by Tenants will be provided to the Managing Agent along with the signed lease agreement.

House Rule violations should be reported promptly at the time of occurrence to the Site Manager who will take appropriate action.

B. Amendments

Subject to the provisions of the Declaration and By-Laws, these House Rules may be amended by a majority vote of the members of the Board of Directors present at a duly called meeting of the Board or by written consent of all members of the Board.

C. Enforcement

Residents will be notified of House Rules violations by the Managing Agent or the Site Manager and their cooperation is requested.

D. Citations

All House Rule violations are subject to citations. The Board and the Site Manager have the authority to impose a citation after one verbal warning, if the offense warrants such a citation. ***Nothing contained herein shall be interpreted to prevent or delay the Board and/or Site Manager from immediately enjoining, abating, removing, or remedying – through automatic fines, legal action, or any other means – any violation or breach that may impair or in any way affect the value or safety of the Project or the use, enjoyment, safety, or health of any apartment owner or resident.***

The following is the procedure used in issuing citations:

1. Fine System

A written citation will be delivered to both the apartment owner and violator (if the violator is not the owner) notifying them of the violation. If applicable, the written citation shall give the violator 10 days to remove the violation or otherwise comply. For subsequent violations, the Site Manager or Managing Agent shall impose a fine in an amount of \$25 for the second infraction, \$50 for the third infraction, \$100 for the fourth infraction, and any subsequent infraction will be referred to the Association's attorney, with all legal costs to be paid by the owner. Fines may be assessed for each violation after an opportunity to be heard as provided below.

2. Legal Action

In addition to fining, the Board may also take legal action to enforce the governing documents, at the Apartment Owner's expense.



3. Citations

Each citation issued shall briefly describe the nature of the violation; date of the violation, apartment number; and name of parties involved, if known.

The original citation shall be delivered to the Apartment Owner who shall be jointly and severally responsible for payment of any applicable fine along with the violator.

If the Apartment Owner is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the Apartment Owner's responsibility for payment of any applicable fine.

4. Payment of Fines and Liability

Apartment Owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense chargeable against the Owner's apartment. The Association may file a lien against the Owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the By-Laws for collection of delinquent assessments.

5. Damages to the Common Elements

When deemed appropriate by the Board of Directors, special fines or assessments may be levied for damages to the Common Elements.

E. Appeals

1. Hearings may be before the Board of Directors or a Committee of the Board. The President (or the Vice-President if the President is unavailable) is authorized by the Board to appoint two or more Board Members to serve on a Committee to hear any violation or fine.
2. Within fifteen (15) days of the date of a citation, an Apartment Owner, occupant, or other offenders may request a hearing on the violation and the fine by delivering a written notice of appeal to the Board President or Secretary or the Managing Agent. The request for hearing must contain a copy of the citation and a statement of the facts. The Board or Committee may limit the amount of time the Owner or violator may have to present information. For that reason, Owners and violators are strongly encouraged to also include in their request for hearing: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits.
3. Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board or Committee within ninety (90) days after the notice of appeal has been filed with



the Secretary.

4. Procedure. The cause of the penalty shall be reported in writing by the Board or Committee, the Managing Agent, or the Site Manager at such meeting, with a statement of the facts on which the penalty was based, a copy of which shall be furnished to the appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The appellant shall then present his or her defense in writing, to which the Board or its designee may reply orally. The appellant or any one owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the penalty imposed. Thereafter, no further discussion, except among the Board itself, shall be allowed.
5. Disposition of Appeal. The Board or Committee shall vote as to whether the penalty shall be affirmed. If a majority of those present vote in the affirmative, the penalty shall stand and shall be remitted by the offender in full, within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the penalty shall thereby be rescinded.
6. Failure to timely request a hearing shall result in the automatic issuance of the fine in the amount proposed on the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board or Committee except as provided in the Condominium Property Act.
7. The pendency of a hearing shall not halt the accrual of any ongoing late fees or prior fines imposed for other offenses, or the obligation of the Apartment Owner and/or violator to correct the violation. However, the Board of Directors may waive or rescind all or part of the aforesaid penalties at the time of the hearing of such appeal.

F. Further Proceedings

If the fine is paid, the Apartment Owner or violator shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes §514B-161 or §514B-162 or by filing a request for an administrative hearing under a pilot program administered by the department of commerce and consumer affairs.

XVI. MAINTENANCE FEES

Maintenance fee payments are due and payable in full on the first calendar day of each month. A twenty-five dollar (\$25.00) late fee will be assessed if full payment is not received and *credited to* the Owner's account by the 10th day of each month. To avoid late fees, Owners should allow at least three business days for payments to be processed and credited to their account, regardless of the place and manner of making payment.



XVII. PRIORITY OF PAYMENTS

Any time there are unpaid legal charges, late charges, fines, bad check charges, Agreement of Sale payments, or special assessment fee payments or other charges on the account ledgers, the next Association fee payment received from the Owner will first be applied to liquidating these fees in the order stated above. After these fees are paid, the remaining amount left over, if any, will be credited to the Owner's maintenance fee assessment account.

XVIII. AMENDMENTS

Subject to the By-Laws, these House Rules may be amended by a majority of the Board at any duly called Meeting of the Board of Directors.

XIX. NON-DISCRIMINATION POLICY

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

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

The Board will suspend any requirement of the Association Rules which, if enforced,



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

G:\CLIENT\MALANAI IKI - JM1-GM\House Rules - Revised by E&M (070710).doc



MALANAI IKI AOAO

PET REGISTRATION FORM

(Confidential Information)

Appendix A-1

NAME _____ UNIT # _____ OWNER YES ___ or NO ___ DATE _____

ADDRESS _____ HOME PHONE # _____

NAME OF ALL OCCUPANTS WHO RESIDE WITHIN UNIT (Include age if a minor)

NAME _____ NAME _____

NAME _____ NAME _____

NAME _____ NAME _____

PETS (Permitted household pets only, refer to your House Rules and/or Rental Agreement regarding pets.)

TYPE OF PET _____ DESCRIPTION OF PET _____

TYPE OF PET _____ DESCRIPTION OF PET _____

TYPE OF PET _____ DESCRIPTION OF PET _____

NOTE: No livestock, poultry, or other animals whatsoever will be allowed in any part of the property at any given time.

HOMEOWNER AND RENTAL AGENCY INFORMATION

NAME OF HOMEOWNER AND/OR HOMEOWNER'S _____

ADDRESS _____
(Complete address number, street name, city, state and zip code)

HOME PHONE # _____ WORK PHONE # _____

NAME OF RENTAL AGENCY & MANAGING AGENT _____

ADDRESS _____
(Complete address number, street name, city, state and zip code)

OFFICE PHONE # _____ CELLULAR OR PAGER PHONE # _____

I have received a copy of the House Rules and agree to live within its parameters

OWNER/RENTAL AGENT NAME (PRINT) _____

SIGNATURE _____

DATE OF RECEIPT _____

RESIDENT MANAGER (PRINT) _____

SIGNATURE _____

DATE _____



MALANAI IKI AOAO
EMERGENCY HOMEOWNER AND RESIDENT REGISTRATION FORM
 (Confidential Information)
 Appendix B-1

NAME _____ **UNIT #** _____ **OWNER YES** ___ or **NO** ___ **DATE** _____

ADDRESS _____ **HOME PHONE #** _____

NAME OF ALL OCCUPANTS WHO RESIDE WITHIN UNIT (Include age if a minor)

NAME _____ **NAME** _____

NAME _____ **NAME** _____

NAME _____ **NAME** _____

NOTIFY IN CASE OF AN EMERGENCY (Doctor, Relative, Friend, etc.)

NAME _____ **RELATIONSHIP** _____ **PHONE #** _____

NAME _____ **RELATIONSHIP** _____ **PHONE #** _____

AUTO MAKE & MODEL **YEAR** **COLOR** **LICENSE PLATE # & STATE** **PARKING STALL #**

a) _____

b) _____

c) _____

NOTE 1: If you are occupying a temporary parking stall from another occupant with their approval, please indicate the unit you are occupying the stall from and attached a letter of written agreement between you and the homeowner and/or resident.

NOTE 2: Only residents and/or guest with current license plates, registration, safety inspection sticker, automobile insurance and in operable condition, shall be permitted to park within the confines of the property area. All other vehicles will be towed at vehicle owner's expense, please refer to your House Rule regarding Automobiles and Parking.

HOMEOWNER AND RENTAL AGENCY INFORMATION

NAME OF HOMEOWNER AND/OR HOMEOWNER'S _____

ADDRESS _____
 (Complete address number, street name, city, state and zip code)

HOME PHONE # _____ **WORK PHONE #** _____

NAME OF RENTAL AGENCY & MANAGING AGENT _____

ADDRESS _____
 (Complete address number, street name, city, state and zip code)

OFFICE PHONE # _____ **CELLULAR OR PAGER PHONE #** _____

I have received a copy of the House Rules and agree to live within its parameters

 OWNER/RENTAL AGENT NAME (PRINT)

 SIGNATURE

 DATE OF RECEIPT

 RESIDENT MANAGER (PRINT)

 SIGNATURE

 DATE



Application for Design Approval for Modifications, Improvements and or Additions
 (Submit a separate application for each modification and or improvement)

Legal Owner(s): _____

Address: _____

Home Phone: _____

Business Phone: _____

Description of modification, addition, or improvement (all must follow guidelines):

Item	Quantity	Make	Model	Size	Color	EER	Location
Antenna Installation				Less than 1 meter in diameter			Lower courtyard – (see guidelines)
Covering Lower Concrete Lanai (Describe in detail below and provide samples)							Lower concrete lanai
Lanai Roll-Up Shades					Ivory		
Pet Grill							Lanai Sliding Screen Door
Retractable Clothesline							Lower lanai below fence line
Screen Door		Columbia	Pioneer KBS Bayside		Aluminum		Front Door
Security Screen Door			Magnum or Laguna		White		
Stair Treed Replacement							
Upper Lanai Vinyl Replacement							
Water Spigot for upstairs unit							Lower courtyard near fenceline
Window Tinting		Ilumar	DL-15GSRCDF		Gray		All Windows
Window Unit Air Conditioner							(See guidelines)
Other							

*** Follow Guidelines and house rules**

Please describe in detail what you wish to do (attach additional sheet if necessary).

Approval of this application by the Board of Directors is required before any modification, addition and or improvement is permitted under the Villages of Kapolei Declaration of Covenants Conditions, and Restrictions (DCCR), and the Supplemental DCCR of the Malanai Iki Association of Apartment Owners (AOAO). Failure to obtain approval violates the DCCR, and can result in the removal of all nonconforming structures and or improvements at the **Owners expense**.

Approval or disapproval of this application is for aesthetic purposes only, and does not in any way indicate any opinion of safety, structural quality or soundness of the building plan or other proposed improvement by the Villages of Kapolei Association Design Committee and or the Malanai Iki AOAO Board of Directors and its Design Committee, professional and non-professional. The Owner is responsible for obtaining and posting any permit that is required by the City and County of Honolulu. Any modification required by the City and County Building Department to plans previously approved by the Design Committee must be re-submitted to the Design Committee for approval. If construction is delayed for any reason, please notify the Malanai Iki AOAO at the following address:

Malanai Iki AOAO
 Certified Management, Inc.
 3179 Koapaka St. Honolulu, HI 96819

Submit three (3) completed applications together with three (3) copies of drawings, blueprints, sketches or product brochures (some guidelines require additional documentation and quantity of copies, see individual guidelines for clarification) clearly showing the intent and the extent of the proposed work. Submit your request to the Design Committee at its regular meeting held in the Malanai Iki Meeting Room.

FOR ASSOCIATION USE ONLY:

Date Received:		Sequence No.:	
Date Approved/Denied:		Reason for Denial:	

Authorized Signature: _____



APPENDIX D-1

Homeowner Check List and Procedure for Window Air-Conditioner Unit Installation

- 1 Submit the following paperwork to the Malanai Iki Association, Design Committee no later than 21 days before the Board meeting. The mailing address is.

Malanai Iki Association
Design Committee
91-1081 Oaniani Street
Kapolei, HI 96707

- a. **One copy of:**
 - 1) The sheet from Title Guaranty (or your company that did the closing on your apartment) on your recorded deed that shows "Land Court Document Number and the "Title Certificate of the Title Number" for the **Apartment Deed** (not the Mortgage).
 - 2) The notarized sheet (also from your recorded deed) from the State of Hawaii, City and County of Honolulu, listing the legal owners for the apartment.
 - b. **Three copies of:**
 - 1) "Exhibit A" (it might be a 5 page document in your recorded deed describing your apartment)
 - 2) "Exhibit B" (given to you with this checklist)
 - a) Air Conditioner unit Installation
 - b) Air Conditioner Unit Installation Specifications and Drawings
 - c) Map of Malanai Iki (Please circle and mark your apartment unit)
 - 3) The completed Malanai Iki Application for Design Approval for Modifications, Improvements and/or Additions form (Make sure to list your phone numbers on the application and the number and model numbers of window units to be installed)
 - c. The following instruments:
 - 1) A check payable to the **Malanai Iki Association** for \$10.00, processing fee
 - 2) A **Cashier's Check** payable to the **Bureau of Conveyances** for \$25.00, recording fee
 - 3) A **Cashier's Check** payable to **Title Guaranty of Hawaii** for \$25.00, accommodation-recording fee.
- 2 A person from the Design Committee will contact you and let you know if there are any problems with your application. If there are no problems, the homeowner will be asked to have his/her signature



notarized and return the packet back to the Design Committee representative, no later than 10 days prior to the next scheduled Board of Directors meeting. The packet will be approved at that Board meeting and two Board members will then have their signatures notarized. At that time, the Design Committee representative will be asked to drop off the original packet to the Title Guaranty of Hawaii in Waipahu. (The homeowner will keep one copy for his/her records).

Once the paperwork is recorded, the Board of Directors will be contacted with a recordation number and date. The Design Committee representative will then contact the homeowner in writing with the approval for installation.

The homeowner will have one year to install the air-conditioners and window covering. Once work has started on the modification to the apartment, the homeowner has 30 days to complete the work.

Important Note:

DO NOT sign the Land Court documents until you are face to face with a Notary Public. Your forms will be void if not signed in front of a Notary Public. Homeowners are responsible to hire a Notary Public for the purpose of notarizing their signatures.

NOTE: THE ABOVE IS SUBJECT TO CHANGE

(REVISED: 1/13/06)



MALANAI IKI AOAO

ANTENNA INSTALLATION

POLICY

APPENDIX E-1



MALANAI IKI
ANTENNA INSTALLATION POLICY

INTRODUCTION

The attached Antenna Installation Policy has been adopted by the Board of Directors of the Association of Apartment Owners of Malanai Iki to address the installation of antennas covered by the Over-The-Air Reception Devices rule ("FCC Rule") of the Federal Communications Commission governing the installation of certain types of antennas. The antennas covered by the Antenna Installation Policy are described in Part IV of the attached Antenna Installation Policy.

The policy is intended to protect and preserve the uniform appearance of the project to the extent permissible under the FCC Rule. As such, if you are considering installing one of the types of antennas covered by the FCC Rule, it is important that you read and comply with the enclosed antenna installation policy.

If you are considering installing an antenna that is not covered by the Antenna Installation Policy, you must comply with the provisions of the Declaration of Condominium Property Regime, By-Laws and House Rules for Malanai Iki. See discussion of these provisions found in Part III of the attached Antenna Installation Policy.



**ASSOCIATION OF APARTMENT OWNERS OF MALANAI IKI
ANTENNA INSTALLATION POLICY**

I. Background.

This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of Malanai Iki, in conformance with the Over-The-Air Reception Devices ("OTARD") rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S, §§1.4000 et seq.), as amended ("FCC Rule") governing installation of certain antennas described below.

This Antenna Installation Policy shall be binding upon all Owners, Occupants, tenants, and other persons using the Malanai Iki condominium project and shall supersede any previously adopted rules on the same subject matter.

II. Definitions.

As used in this Antenna Installation Policy:

- A. "Antenna" or "antenna" means and includes the antenna itself and any related or ancillary equipment or fixtures, including without limitation any cables, electrical wiring or connections, masts, mounting devices, and hardware. Separate references herein to "masts" are made when referring to the masts only.
- B. "Apartment" means an apartment in the Malanai Iki condominium project.
- C. "Association" means the Association of Apartment Owners of Malanai Iki.
- D. "Board of Directors" or "Board" means the Board of Directors of the Association of Apartment Owners of Malanai Iki.
- E. "Common Elements" means the common elements referenced in the Declaration (as defined below), including, without limitation: (a) the land underlying the Malanai Iki condominium project; (b) all yards, grounds and landscaping, roadways, walkways, retaining walls, loading zones, refuse areas, and mail boxes which are not located in any Apartments; (c) all undecorated or unfinished perimeter or load bearing walls, foundations, floor slabs, columns, girders, supports, roofs, fences, party wall, ceilings, and external fascia of all residential buildings; (d) all roads, driveways, driveway ramps and parking areas; (e) all ducts, vents, shafts, sewer lines, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities, installations over, under and across the Malanai Iki condominium project which serve more than one Apartment for services such as power, light, water, gas, sewer, telephone, radio and television signal distribution, if any; (f) the Community Building, including the maintenance room, meeting room, office, women's restroom and men's restroom located therein; and (g) any and all other apparatus and installations of common use and all other parts of the Malanai Iki condominium project necessary or convenient to its existence, maintenance and safety, or normally in common use. As used herein, Common Elements shall not include those common elements defined in the Declaration as Limited Common Elements appurtenant to and for the exclusive use of an Apartment.
- F. "Governing Documents" shall mean the Malanai Iki Declaration of Condominium Property Regime ("Declaration") recorded in the Office of the Assistant Registrar of the Land Court

August 2008



of the State of Hawaii ("Land Court") as Document No. 2080681, the By-Laws of the Association of Apartment Owners of Malanai Iki ("By-Laws") recorded in the Land Court as Document No. 2080682, and the Malanai Iki Amended Rules and Regulations, as said documents have been or hereafter are amended and/or restated from time to time.

- G. "Limited Common Elements" shall mean the limited common elements described in Article 4, Section 4.9 of the Declaration.
- H. "Owner" means the owner of an Apartment in the Malanai Iki condominium project.
- I. "Occupant" means an occupant of an Apartment in the Malanai Iki condominium project.
- J. "Preclude reception (or transmission) of an acceptable quality signal" means that reception or transmission would be impossible or would be substantially degraded.
- K. "Project" means the Malanai Iki condominium project.

The defined terms above are used herein in the singular and plural.

III. Existing Restrictions.

Article 8, Section 8.5 of the Declaration provides:

Section 8.5 Alterations to Apartment. Except as provided in Section 14.2 hereof, an apartment owner shall not, without the prior written consent of the Board and the prior approval of the Design Committee ("Design Committee"), established by the Master Declaration as defined in Section 16.2 hereof, make any alterations in or additions to the apartment visible from the exterior of the apartment, or make any alterations in or additions to the exterior of the apartment or to the common elements. Without limiting the generality of the foregoing, no apartment owner shall suffer or permit (a) the attachment, hanging, projection or protrusion of any objects, garments or materials of any kind to, on or from the roofs, exterior walls, windows, doors, gates, or railings of the apartments, the limited common elements or the common elements; or (b) the placement or storage of any objects or personal property (including, without limitation, refrigerators, exercise equipment, bicycles, surfboards and boxes or crates) other than appropriate patio furniture on the lanais. The installation of air-conditioning units shall not be governed by this Section 8.5, but shall be governed by Article 14, Section 14.4 of this Declaration.

Paragraph 14.1 of the Declaration provides:

Section 14.1 No Material Alterations. Neither the Association nor any apartment owner shall (a) undertake any demolition, excavation, restoration, repair, replacement, construction or alteration of the Project or any building, improvement, structure or facility thereof, which is different in any material respect from the Condominium Map; or (b) do any work which could jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement or hereditament; or (c) add any material structure or excavate any basement or cellar, (any such action described in (a), (b) or (c) herein referred to as a "Material Alteration"), without in every such case (i) having first obtained the consent of seventy-five percent (75%) of the apartment owners, together with the written



consent of all apartment owners whose apartments or limited common elements appurtenant thereto are directly affected (as determined by the Board) by such Material Alteration, and to any amendment of the Declaration necessary to reflect any such Material Alteration on the Condominium Map, (ii) having first obtained complete plans and specifications for any such work prepared by a licensed architect or licensed professional engineer, which have been approved by the Board, and a performance and lien payment bond as described in Section 9.5 hereof, and (iii) having first obtained the prior approval of the Design Committee of any such Material Alterations, as provided in the Master Declaration. Promptly upon completion of any such Material Alteration which is different in any material respect from the Condominium Map, the Association shall duly file of record such amendment of the Declaration and the Condominium Map showing the Project as so alter, certified as built by a registered architect or licensed professional engineer. The installation of air-conditioning units shall not be governed by this Section 14.1, but shall be governed by Article 14, Section 14.4 of this Declaration.

Article 14, Section 14.2 of the Declaration provides:

Section 14.2 Limited Interior Alterations. Notwithstanding the provisions of Section 14.1 hereof, the owner of an apartment may make any alterations or additions within such owner's apartment, at such owner's expense, provided that (a) such alterations or additions are not visible from the exterior of the apartments and do not affect any other apartments; (b) no work which could jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement or hereditament shall be permitted; and (c) such owner has obtained the written approval of the plans for such alterations or additions from the holders of first mortgage liens affecting such apartment (if the lien holders require such approval), the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, the Board (which approval shall not be unreasonably withheld), and all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board). Promptly upon completion of such alterations or additions, the Association, at the cost of such owner, shall duly file of record any necessary amendment of this Declaration and the Condominium Map showing such alterations or additions, certified as built by a registered architect or licensed professional engineer.

Article 9, Section 9.3(C) of the By-Laws provides:

(C) Except as otherwise provided herein or in the Declaration, no Apartment Owner or occupant of any Apartment shall place, store or maintain in the halls, stairways, walkways, grounds or other Common Elements of similar nature, any furniture, packages or objects of any kind or otherwise obstruct transit through such Common Elements;

Article 9, Section 9.3(E) of the By-Laws provides:

(E) No Apartment Owner or occupant of any Apartment shall make or suffer any strip or waste or unlawful, improper or offensive use of such Owner's Apartment or the Limited Common Elements appurtenant thereto or the Project, or alter or remove any furniture, furnishings or equipment of the Common Elements;



Article 9, Section 9.3(F) of the By-Laws provides:

(F) Except as otherwise provided herein or in the Declaration, no Apartment Owner or occupant of any Apartment shall erect or place in the Project any building or structure, including without limitation, fences and walls, or make any additions or alterations to any Common Elements or place or maintain thereon any signs, posters or bills whatsoever;

Article 9, Section 9.3(G) of the By-Laws provides:

(G) No Apartment Owner shall do any work on or in such Owner's Apartment which could jeopardize the soundness or safety of the Apartment, reduce the value thereof, or impair any easement;

Article 9, Section 9.3(H) of the By-Laws provides:

(H) No Apartment Owner shall decorate or landscape any entrance of such Owner's Apartment or any other portion of the Project except in accordance with standards thereof established by the Board or specific plans approved in writing by the Board, and as approved by the Design Committee established by the Master Declaration;

Article 9, Section 9.3(J) of the By-Laws provides:

(J) No garments, rugs or other objects shall be hung from the lanai, windows or facades of any Apartment or any part of the Project; provided, however, that this provision is not intended to apply to alterations and additions that have been approved in accordance with the other provisions of these By-Laws, the Declaration, or Chapter 514A, Hawaii Revised Statutes;

Article 9, Section 9.3(N) of the By-Laws provides:

(N) Except as otherwise provided herein or in the Declaration, no Apartment Owner or occupant of any Apartment shall without the written approval of the Board install any wiring for electrical or telephone installations, television antennae, or machines, or other equipment or appurtenances whatsoever on the exterior of any Apartment or any other part of the Project or protruding through the lanais, walls, windows or roof thereof, or visible from any point outside of the Project. Notwithstanding the foregoing or any other provision herein, the installation of air-conditioning units shall be governed by Article 14, Section 14.4 of the Declaration.

Article 9, Section 9.3(O) of the By-Laws provides:

(O) Nothing shall be allowed, done or kept in any Apartment and Limited Common Elements appurtenant thereto or Common Elements of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

Other provisions of the Governing Documents pertain to alterations and additions and may restrict the installation of antennas. See Article III, Sections C, D, K, and M, Article IV, Sections D, E, and L, Article V, Section A, and Article VI, Sections A and C (with subsections) of the Malanai



Iki Amended Rules and Regulations The provisions of the Governing Documents will continue to apply to all installations of antennas except to the extent modified by the FCC Rule.

Chapter 514A, Hawaii Revised Statutes, and Chapter 514B, Hawaii Revised Statutes (once effective and to the extent applicable), will apply to installations of antennas not covered by the FCC Rule.

IV. Antenna Installations Affected by the FCC Rule

The only antennas which are covered by the FCC Rule are:

- (1) Antennas (1) used to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite,¹ and (2) one meter or less in diameter; or
- (2) Antennas (1) used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, and (2) one meter or less in diameter or diagonal measurement; or
- (3) Antennas used to receive over-the-air television broadcast signals; or
- (4) A mast supporting an antenna described in paragraphs (1), (2) or (3) above.

For purposes of this section, "fixed wireless signals" means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (e.g., ham radio antennas) will continue to be subject to the existing restrictions in the Governing Documents.

The FCC Rule only covers antennas installed on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property. Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule and are subject to the Governing Documents and Chapter 514A, Hawaii Revised Statutes, and Chapter 514B, Hawaii Revised Statutes, to the extent applicable.

V. Restrictions on Antenna Installations Subject to FCC Rule

Antennas covered by the FCC Rule may be installed only in accordance with the following restrictions:

- A. Any Owner proposing to install an antenna shall provide the Board of Directors with written notice of the installation. The notice shall include: a) the type of antenna

¹ In the case of an antenna that is used to transmit fixed wireless signals, the provisions of this Policy shall apply only if a label is affixed to the antenna that: (1) provides adequate notice regarding potential radio-frequency safety hazards, e.g., information regarding the safe minimum separation distance required between users and transceiver antennas; and (2) references the applicable FCC-adopted limits for radio-frequency exposure.



- including dimensions and other specifications; b) the name of the television service provider; c) plans showing the location of installation and the manner in which the antenna will be installed and cables will be run into the Apartment.
- B. No antennas shall be installed, used, or maintained on or in any part of the Common Elements or on or in any Limited Common Element not within the antenna user's exclusive use and control. No antenna may encroach upon any part of the Common Elements, any Limited Common Element not within the antenna user's exclusive use and control, or any other Owner's Apartment. References herein to encroachments include, but are not limited to, encroachments into the air space of any part of the Common Elements, any Limited Common Element not within the antenna user's exclusive use and control, or any other Owner's Apartment.
- C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in Limited Common Elements which are appurtenant to the Owner's Apartment and within the Owner's exclusive use and control, provided, however, that:
1. No antenna shall be installed, used, or maintained on or in any Limited Common Element area that is not within the exclusive use or control of the antenna user;
 2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board of Directors, on or in any Limited Common Element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any: a) Common Element; b) Limited Common Element not within the exclusive use or control of the antenna user; c) Common Element or Limited Common Element area that the Association is required or permitted to repair and/or maintain; and/or d) any other Owner's Apartment.
- D. Subject to the provisions herein, antennas may be installed, used, and maintained in the Apartments (as defined in the Declaration); provided, however, that no antenna shall be installed, used, or maintained in any Apartment, without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any: a) Common Element; b) Limited Common Element not within the exclusive use or control of the antenna user; c) Common Element or Limited Common Element area that the Association is required or permitted to repair and/or maintain; and/or d) any other Owner's Apartment.
- E. If acceptable quality signals can be received (or transmitted) by placing antennas inside an Apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas shall be placed in locations which are not visible from the exterior of the Project or the exterior of an Apartment unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:
1. Antennas shall be placed in the least visually obtrusive location which would not preclude reception (or transmission) of an acceptable quality signal.
 2. Antennas that are installed in accordance with this policy may extend beyond a railing or fence, if applicable, only if such areas constitute permissible areas for antenna installations as set forth herein and then only if required to receive (or transmit) an acceptable quality signal.



3. Antennas situated on the ground and visible from the street or from other Apartments must be camouflaged or screened by existing landscaping, fencing, lanai railings, or other existing structures unless this will preclude reception (or transmission) of an acceptable quality signal.
 4. If no existing landscaping or screening exists, the Board of Directors may require antennas to be camouflaged by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas unless this will preclude reception (or transmission) of an acceptable quality signal.
 5. The antennas shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmission) of an acceptable quality signal. No bare metal may be exposed.
 6. Exterior antenna wires shall be installed so as to be minimally visible and so as to blend into the materials to which the wires are attached.
 7. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- F. Any installer of an antenna, other than an Owner shall provide the Association with proof of such insurance as may be required by the Board or Directors from time to time. Masts must be installed by licensed contractors providing proof of such insurance as may be required by the Board from time to time.
- G. Antenna installations shall not present any structural or safety concerns and shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those laws, statutes, ordinances, codes, rules or regulations have been preempted by the FCC Rule.
- Installation of antennas which present potential safety concerns require an application process. The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. No mast may be installed which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation without prior Board approval. Any request for approval of a mast which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation shall include a detailed description of the structure and anchorage of the antenna and mast, as well as an explanation of the necessity for a mast of this size. If the installation will pose a safety hazard, then the Board of Directors may prohibit such installation. The notice of rejection will identify the safety risks.
- H. All installations shall be performed in such a manner that they do not damage the Common Elements, any Limited Common Elements, any Apartment, or void any warranties of the Association, other Owners, or Occupants of Malanai Iki.
- I. Antennas are required to withstand winds of 80 mph.



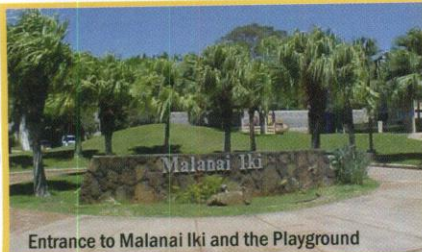
- J. No more than one antenna of each type of service may be installed by any Owner, unless necessary to obtain reception (or transmission) of an acceptable quality signal.
- K. Antennas shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas be placed where they may come into contact with such power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.
- L. Antennas and masts shall not be installed in any fashion that will obstruct access to or from any Apartment, walkway, fire lane, fire hose, fire extinguisher, ingress or egress from an area, electrical service equipment, water shut off valves, or any other areas necessary for the safe operation of the Project. The purpose of this requirement is to help ensure the safety of Malanai Iki residents and personnel.
- M. Owners shall reimburse the Association for any damage to the Common Elements, Limited Common Elements that the Association is required or permitted to repair and/or maintain, and/or the Association's property caused by the installation, maintenance, or use of any antenna. Owners shall reimburse other Owners, Occupants, and persons for damage to their property caused by the installation, maintenance, or use of their antennas. Owners shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the Owners' antennas.
- N. Owners shall not permit their antennas to fall into disrepair or to become safety hazards. Owners shall be responsible, at their sole cost and expense, for the maintenance, repair, and replacement of their antennas and for the immediate correction of any safety hazards created by the antennas. Owners shall not permit exterior surfaces of antennas to deteriorate and shall be responsible for repainting, repairing, or replacing the antennas in the event of such deterioration.
- O. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the Project which will require removal of any antenna, the Owner shall remove the antenna. The Board of Directors shall give the Owner at least thirty (30) days prior written notice, where practical to do so, in order that the Owner may coordinate with his/her service provider. No notice need be given in case of an emergency. Any removal or relocation of an antenna required under this provision shall be performed by the Owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the Owner arising from the removal or relocation.
- P. Any Owner permanently removing any antenna shall, at his/her sole cost and expense, restore the installation location to its original condition.
- Q. Any person who is not a Owner wishing to install an antenna must seek permission through the Owner of the Apartment. For purposes of this policy, said Owner shall be considered the owner of said antenna and shall be responsible for said antenna as provided for herein.
- R. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by Association, acting by and through its Board.



- S. If any term, provision, or part of this Antenna Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Antenna Installation Policy, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of this Antenna Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.







Entrance to Malanai Iki and the Playground

Malanai Iki AOA

91-1059 to 91-1079 Oaniani Street, Kapolei HI 96707

Newsletter June 2010 - Volume 1, Issue 2

Colorado Association Services - An Associa Company

2010 Board of Directors

President: Linda Young

Vice President: Lynn Hashimoto
(Lynn Hashimoto has been a homeowner in Malanai Iki since 2007 and works in Kapolei; She is interested in maintaining a safe and peaceful environment to live and play in.)

Secretary: John Tarape
(John is a Chemical engineer with the General Electric Company. He has been in this industry for 17 years. Shea has a background in sanitation and water treatment chemistry from Betz. He and his family have been owner occupants in Malanai Iki since 2001.)

Treasurer: Roberta Fellezs

Director: Johnny Nunez

Site Manager: Joe Gruzinsky

Managing Agent:
CJ Wratchford, AE Certified Management

IMPORTANT NUMBERS TO REMEMBER:

Site Manager: Joe (C-392-8492)
Certified Management -
CJ - 837-5226
CJ@CertifiedHawaii.com
After working Hours -
Call C&J 533-3116
#911 for emergencies

Board Meeting Dates

July 12 Aug. 30 Nov. 8
Location: On site, Rec. Rm.
Time: 6:30 - 8:30pm

All Malanai Iki unit owners are encouraged to attend the Board meeting.

Implementation of the Violations/Fining Policy to start July 15, 2010 for non-compliance of House Rules and the Declaration of By-Laws.

Pros and Cons of Living in a Planned Community

PROS

Amenities:

Malanai Iki has a playground area, a Barbeque area, a grassy recreational area and a meeting room for the homeowners to use and is maintained by the Association from the monthly maintenance fees collected.

Maintenance:

Malanai Iki also maintains the landscaping (both weekly grass and ground covering areas and tree trimming) and all common areas such as the sidewalks and parking lots. Your maintenance pays for the exterior painting of the buildings, parking lot slurry seal and striping, rubbish disposal, and the electricity and water and sewer for the common grounds as well as the water and sewer in your apartments.

Value of Property:

The value of the apartments at Malanai Iki has consistently remained high and turn around on the sale of the properties has been quite fast due to our maintaining the standards of our property.

Thank you homeowners for caring!



CONS

Density:

Living in a multi-family community means living and getting along with a higher density of people therefore challenging many people to live and work with your neighbors in a respectful way.

Lack of Privacy:

With the higher density of more people living in a smaller area than that of a single family dwelling, this may also detract from the general privacy level available.

Maintenance fees:

These fees are charged monthly by the Malanai Iki Association along with \$35.00 monthly association dues to the Villages of Kapolei. The maintenance fees pay for the various services available to the homeowners and costs are split among the homeowners. The fees tend to increase yearly due to the cost of various fees going up in cost. These fees must be paid, and if not, legal action by the home-

owner association can take place for any unpaid fees (action against the homeowner for any unpaid maintenance can eventually lead to a lien against the property)

Lack of freedom:

Planned communities have a variety of restrictions (both by-laws and house rules) on to the usage and design changes to the property. Restrictions include, but not limited to pet ownership, parking, use of lanai areas, etc. and may be subject to change by the homeowner association.

It is important to consider the by-laws and house rules of the association, before buying a unit in a planned community because many times you, the homeowner, may have a hard time adjusting.

Bulky item pick-up dates are on the **FIRST MONDAY OF EACH MONTH. Please do not put your bulky items out near the entrance to our driveway until the Sunday night** before the pick-up by the City and county of Honolulu refuse Service:

Bulky Pick-up Dates:
Monday, June 7, 2010
* Tuesday, July 6, 2010
Monday, August 2, 2010
* Tuesday, Sept. 7, 2010
Monday, October 4, 2010
Monday Nov. 1, 2010
Monday, Dec. 6, 2010

* Due to holiday



FINING POLICY

Implementation of the Violations/Fining Policy to start **July 15, 2010** for non-compliance of House Rules and the Declaration of By-Laws:

1st Offense - courtesy letter with date (10 days) to remove or comply with violation

2nd Offense - Written Citation and \$25.00 fine

3rd Offense - Written Citation and \$50.00 fine

4th Offense - Written Citation and \$100.00 fine

5th Offense - turned over to the attorney. All legal costs to be paid by homeowner.

**** Common violations (but not limited to) examples that will continuously be cited, if not corrected:**

1. Unsightliness (laundry)
2. Noise and Nuisances on Common elements
3. Prohibited use of Parking Stall
4. Unauthorized Parking
5. Housing Pets on Lanai
6. Unleashed, Nuisance Pet
7. Noise
8. Offensive Odors and Nuisances
9. Common element activities
10. Unauthorized Design Changes

Approved Design Changes for our Association have been previously adopted and are listed in the next column. Homeowners **MUST** apply for and follow the guidelines for the following design changes. All changes **MUST** be approved by the Board before being installed. Please contact CJ Wratchford (at 837-5226 or CJ@certifiedhawaii.com) for details, application form and guidelines:



The following design changes have been adopted by the Board:

1. Covering downstairs concrete lanai
2. Lanai Roll-Up Shades
3. Pet Grill (for downstairs units, sliding screen door)
4. Retractable Clothesline
5. Screen Door
6. Security Screen Door
7. Stair Tread Replacement (upstairs units)
8. Upper Lanai Vinyl Replacement
9. Hose Bib (for upstairs units to tap off of lower unit's hose bib)
10. Window Tinting/Window curtains (color)
11. Window Air Conditioner

All homeowners will have up to **August 15, 2010** to apply for design changes that have already been installed, but approval was not granted by the Board, BEFORE violation citations will be issued. If the modification to the apartments is not within the approved guidelines, the homeowner may be expected to remove the modification, at owner's expense. So, please update whatever has not been cleared through the Design committee.

Malanai Iki Community Get Together - Come on out and meet your neighbors!

Date and Time: Saturday, July 3rd from 10 a.m. to 2 p.m.

Association will pay for hotdogs and hamburgers

Need donations for drinks, paper goods, desserts, salads, etc.

Please call CJ Wratchford at 837-5226 Or email at CJ@CertifiedHawaii.com (preferred) to RSVP by

June 15, 2010, so that we know how much food to plan for. Board member point of contact will be Roberta Fellezs, email address is RobertaF@clearwire.net.

Please follow the instruction on line to view your account, download request form, and access the website

Malanai Iki Website: <http://www.certifiedhawaii.com>

