Holomoana at Sea Country Welcome Packet

Owners who permit occupancy of their Homes by others shall convey a copy of these rules to the Occupant. Each Owner shall be responsible for the actions or omissions of all Occupants of his or her Home and their Guests.

Holomoana at Sea Country has provided this new resident welcome packet to help the Homeowner and new tenants get familiar with the rules and regulations of Sea Country. All of the rules, regulations, and pool and clubhouse information are provided.

Please have the completed Resident Tenant Data Card and signed Rules Receipt pages turned into Sea Country within seven working days of your tenant's move in date. You may turn them in by mail, in person, or email: seacountry@hawaii.rr.com

Mail To: Holomoana at Sea Country Community Association
87-2000 Pakeke St.
Waianae, HI 96792

This Welcome packet includes:

1. Tenant Data Card.
2. Holomoana at Sea Country House Rules. Rules receipt page
3. Sea Country Master Key Rules. Rules receipt page
4. Design Review Rules and Guidelines. (No tenants may install or modify any portion of a home or landscaping within Sea Country without the express permission of the homeowner) Rules receipt page
5. Design Review form for satellite TV. (Direct TV or Dish network)
6. Pool & Clubhouse Rules. Rules receipt page
7. Clubhouse Party information and rules.
8. Parking Regulations. Regulations receipt page

In addition to these rules and regulations, all residents of Holomoana must register any vehicles parked in Sea Country. Each vehicle will be issued a Holomoana parking sticker that must be displayed on the vehicle. Failure to display sticker will have vehicle subject to tow.

Please have your tenant read all rules and guidelines carefully. The homeowner will be responsible for all infractions by their tenants.

Holomoana at Sea Country Welcome Packet

Return Document Check list

Make sure the tenant retains all rules and regulations for future reference. Please have tenant sign and Owner return receipt pages with tenant data Card to management.

- ☐ Tenant Data Card.
- ☐ Holomoana at Sea Country House Rules receipt page.
- ☐ Sea Country Master Key Rules receipt page.
- ☐ Design Review Rules and Guidelines Rules receipt page.
- ☐ Direct TV or Dish network rules receipt page.
- ☐ Pool & Clubhouse Rules receipt page.
- ☐ Parking Regulations receipt page.

Make sure tenant has a copy of the lease when registering to obtain Pool & Clubhouse ID Cards.

Please return within 7 days of tenant move in date.

Holomoana at Sea Country

CONFIDENTIAL

PERSONAL DATA CARD

LOT NO. _____ **OWNER EMAIL ADDRESS** _____

OWNER		**RESIDENT**	
NAME		**NAME**	
ADDRESS		**ADDRESS**	
CONTACT PHONE #		**PHONE NO.**	
AUTOMOBILE		**AUTOMOBILE**	
YEAR-MAKE-MODEL		**YEAR-MAKE-MODEL**	
LICENSE NO.		**LICENSE NO.**	

RECEIPT OF HOUSE RULES: **YES** ☐ **NO** ☐

PET: **YES** ☐ **NO** ☐

TYPE _____

DESCRIPTION _____

RENTAL AGENT

NAME _____

ADDRESS _____

_____

PHONE NO. _____

RECEIPT OF HOUSE RULES

_____

SIGNATURE

NOTE: All owners, rental agents, and residents are obligated to abide by the House Rules at all times. Prompt action will be taken for any violations of these rules.

Persons to reside in Unit, other than named above. (Age if under 18)

NAME _____ **NAME** _____

NAME _____ **NAME** _____

NAME _____ **NAME** _____

In Case of Emergency Call:

_____ **Relationship** _____ **Phone No.** _____

NOTE: This card will be maintained by the Resident Manager and used for Emergency and Property Management purposes only. IF ANY RESIDENT NEEDS SPECIAL CARE IN THE EVENT OF AN EMERGENCY, PLEASE MAKE A NOTE NEXT TO THE PERSON'S NAME

INTERNAL USE ONLY BELOW THIS LINE

ID CARD #_____ **ID CARD #**_____

ID CARD #_____ **ID CARD #**_____

ID CARD #_____ **ID CARD #**_____

ID CARD #_____ **ID CARD #**_____

HOLOMOANA AT SEA COUNTRY
COMMUNITY RULES

A. PURPOSE OF THESE RULES

The purpose of these Community Rules (these "rules") is to protect all owners and occupants of Holomoana at Sea Country residence community (the "Community") from annoyance and nuisance caused by improper use of the residences and also to protect the reputation and desirability of the Community and to provide for the maximum enjoyment of the Community. These rules supplement, but do not change, the obligations of residence owners and other persons using the Community as set forth in the declaration and the bylaws. In the event of any inconsistency between these rules and the declaration and the bylaws, the latter will prevail. The Board has the authority to make such other rules or to amend these rules from time to time as the Board deems advisable for the safety, care and cleanliness of the Community and for securing the comfort and convenience of all the owners and occupants of the Community, as provided in the bylaws. The full authority and responsibility for enforcing these rules may be delegated to a managing agent or resident manager by the Board. All owners, occupants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, that neither the Board nor the managing agent shall be responsible for any noncompliance with or violation of these rules by owners, occupants or their guests.

B. TERMINOLOGY

1. Agent. Any real estate broker, corporation, firm or individual empowered to act on behalf of any residence owner.

2. Association. The Association of Home Owners of Holomoana at Sea Country.

3. Board. The board of directors of the Association.

4. Bylaws. The Bylaws of the Association, as amended from time to time.

5. Community. Holomoana at Sea Country residence community.

6. Declaration or Holomoana Declaration. The Declaration of Condominium Property Regime of Holomoana at Sea Country, as amended from time to time.

7. Guest. A person who resides other than at the Community and visits the Community for a period of time at the invitation of an occupant.

8. Home. A residence in the Community.

9. Managing Agent. The agent engaged by the Board for management and operation of the Community, pursuant to the Declaration and the Bylaws.

10. Master Declaration or Sea Country Declaration. The Amended and Restated Master Declaration of Covenants, Conditions, Restrictions and Easements for Sea Country (Formerly Kaikea).

11. Occupant. A person who occupies a residence.

12. Owner. The owner or owners of record of a residence.

13. Other. All terms defined in the Declaration and in these rules with initial capitalization shall have the same meaning as set forth in the Declaration.

C. OCCUPANCY OF HOMES

1. Record of Occupants. Each Owner and Occupant shall file his or her name, address and phone number with the Board or the Managing Agent upon purchasing or taking occupancy of a Home.

2. Number of Occupants. Occupancy is limited to no more than two (2) persons per bedroom in each Home, not including children under the age of five (5) years, but in no event shall the number of Occupants per bedroom exceed three (3), including children under the age of five (5) years.

3. Absent Owner. An Owner shall be responsible for designating a local Agent to represent his or her interest if he or she will be absent from the Home for more than thirty (30) days. The Owner shall file with the Managing Agent his or her address and telephone number and the address and telephone number of the Agent. At his or her expense, the Owner shall have his or her Agent or some other designated person conduct periodic inspections of the closed Home, assuming responsibility for the contents of the Home.

4. Children. An Occupant of the Community shall be responsible for the conduct of his or her children at all times and shall ensure that their behavior is neither offensive to any Occupant nor damaging to any portion of the Community. Children are not permitted to play in the parking areas.

5. Guests. Owners and Occupants are responsible at all times for the reasonable conduct of their Guests.

6. Nameplates. Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board.

7. Security. Owners, Occupants or Guests who entrust the key to a Home, vehicle or other item of personal property to an employee of the Board or of the Managing Agent, do so at the sole risk of such Owner or Occupant or Guest and neither the Board nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever.

8. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Managing Agent or the resident manager, if any.

9. Electrical Equipment. All radio, television or other electrical equipment of any kind or nature installed or used in each Home shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Home.

10. Water Facilities. Toilets, sinks, and other water or sewer facilities in the Community shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks or other water facilities in a Home shall be repaired by the Owner of such Home at his or her sole expense.

11. Prohibited Activities. No activity shall be engaged in and no substance introduced into or manufactured within a Home which might result in a criminal or civil violation of the law or which may overload or impair the structural integrity of a building or result in the cancellation of the insurance or increase in the insurance rate on the Community.

D. RENTALS/TEMPORARY OCCUPANCY

1. Use By Lessees, Tenants and Guests. Owners who permit occupancy of their Homes by others shall convey a copy of these rules to the Occupant. Each Owner shall be responsible for the actions or omissions of all Occupants of his or her Home and their Guests.

2. Conduct of Tenants and Guests. An Owner shall, upon the request of the Board, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of a Home by the Owner's tenants or Guests contrary to the intent and spirit of these rules. If the Owner is unable to control the conduct of the tenants or Guests, the Owner shall, upon request of the Board, immediately remove such tenants or Guests from the Community, without compensation for lost rentals or any other damage resulting from such removal.

3. Appointment of Local Agent. Owners shall be responsible for designating a local Agent to represent the Owners' interests if their residence is outside the State of Hawaii. Such Owners shall file with the Board the name, address and telephone number of the Agent.

4. Notice. The Board shall be notified by the Owner or his Agent of the name and duration of stay of any tenant or Guest.

E. COMMON AREAS, LANAIS, PRIVATE YARD AREAS

1. Aesthetics. No Owner or Occupant shall permit an unsightly condition to be maintained in open view from such Owner's Home or the limited common elements appurtenant thereto or any adjoining common area of the Community, and in particular, nothing shall be hung from windows and lanais. For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, ladders, crates or barrels; unshaded or improperly shaded lights that create objectionable glare; and weeds, untrimmed grass and other uncultivated plant life. No shades, awnings or window guards shall be used without the prior approval of the Board.

2. Lanais. Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Garments, rugs, mops or other objects shall not be dusted or shaken from windows and lanais or cleaned by beating or sweeping on the lanais or any exterior part of the buildings.

3. Public Ways. The sidewalks, driveways, and passageways of the Community must not be obstructed or used for purposes other than ingress and egress. Items of personal property shall not be left, parked or allowed to stand in any part of the common elements so as to interfere with ingress and egress, provided an Owner may park in a driveway fronting a garage to the extent provided in the Declaration. Items left in violation of this section will be removed at the Owner's risk and expense at the direction of the Board. Surfboards and bicycles and related items shall not be left or allowed to stand on any part of the Community, other than within the confines of a Home or any storage area set aside or assigned for such purposes. Bicycles, skateboards and related vehicles shall not be operated on walkways or sidewalks or within the parking areas.

4. Lost Property. Neither the Board nor the Managing Agent or resident manager, if any, shall be responsible for packages or other deliveries or personal property left at doors of Homes or any other undesignated place on the Community, or left with any employee of the Association.

5. Soliciting. No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community unless approved by the Board.

6. Signs. No Owner or Occupant may erect, affix or place any signs or other advertising materials in front of or on the common elements visible from any point outside of his or her Home, without the prior approval of the Board.

7. Recreation Areas. Owner and Occupants may use any recreational facilities of the Community if developed in the future, provided that each Owner and Occupant shall assume all risk of personal injury or property damage that may result from the use of the recreational facilities by themselves or their family members and Guests. A Guest of any Owner or Occupant may use such facilities only when accompanied by such Owner or Occupant.

8. Clothes Lines. No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements or lanais so as to be visible from other Homes or the common elements of the Community.

9. Removal of Items. Any item creating a nuisance or hazard within any Home or the common elements shall be removed promptly upon the request of the Board or the Managing Agent.

10. Protection of Common Areas. Furniture, furnishings and equipment, if any, of the common elements have been provided for the safety, comfort and convenience of all residents and Guests and, shall not be altered, extended or removed or transferred to other areas without permission from the Board or the Managing Agent.

11. Fireworks. There shall be no shooting of fireworks of any type at anytime in, from or around the Community.

12. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle.

13. Private Yard Area Landscaping. Owners or Occupants of Homes shall not plant or place any potted tree(s) or other vegetation on any part of the Private Yard Area with root

systems or foliage growth patterns which can impair any portion of the common elements or utility services of the Community, and shall keep vegetation trimmed at all times so as not to interfere with the views of other Homes. Owners should consult with the Managing Agent of the Board prior to landscaping or engaging in related activities in the Private Yard Area.

14. Use of Sea Country Recreational Facilities. Use of any recreational facilities within the control of the Sea Country Master Association shall be used in accordance with the applicable rules and regulations adopted by the Sea Country Master Association.

F. MAINTENANCE, REPAIRS AND MODIFICATIONS

1. Maintenance of Homes.

(a) Every Owner shall at all times promptly perform all repair and maintenance work within his or her Home, the appurtenant Private Yard Area and related Private Yard Area fences and Party Walls, if applicable, for which the Owner is responsible pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Home, caused by his or her failure to do so.

(b) All repairs and maintenance of internal installations within each Home such as water, electric power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such Home, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Home, shall be at the Owner's expense.

(c) No Owner shall interfere with any other Owners' use of the Maintenance Easement that may affect the Owner's Private Yard Area. Such Maintenance Easement exists for the benefit of the adjacent Home and the maintenance of that Home.

2. Painting. It is intended that the structures of the Community shall present a uniform appearance and to that end, the Board may require the painting of exterior walls of all or part of any structure or Home or fence or Party Wall and regulate the type and color of paint used. The Board is authorized to contract for said painting and to make payment therefor out of the maintenance fund, in the case of common elements or limited common elements, and, in the case of individual Homes, the Board shall individually charge such sums to the respective Owners.

3. Private Yard Area Maintenance. It is intended that the Homes and the Private Yard Areas present an attractive appearance and to that end, the Board may require the maintenance repair and/or replacement of Private Yard Area landscaping and Private Yard Area fences where an Owner fails to comply with the Board's requirements. The Board is authorized to contract for such maintenance repair and/or replacement of Private Yard Area landscaping and to make payment therefor out of the maintenance fund in the case of common elements and in the case of individual Homes, the Board shall individually charge such sums to the respective Owners.

4. Structural Changes. No structural changes of any type shall be permitted to a Home except as permitted under the Declaration and the Bylaws. No additions or alterations to the original design of a Home, which are visible from the exterior of any Home, shall be

permitted except as authorized pursuant to the Declaration and the Bylaws. The addition of air conditioner units is considered an alteration for the purposes of these rules.

5. Antenna. No private radio, satellite dish, television or other outdoor antenna will be erected or installed on or anywhere within, or attached to or protruding from, the Homes or the common elements.

G. PARKING AREAS, ROADWAYS, GARAGES

1. Maintenance of Spaces/Driveways. Owners and Occupants shall be responsible for the cleanliness of their respective garages, parking stalls and, if applicable, the appurtenant limited common element driveways, including the removal of any grease build-up. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in the parking stalls or driveways.

2. Observance of Signs. Drivers within the Community shall observe all traffic signs posted on the Community, whether by the appropriate authorities of the City and County of Honolulu or by the Association. Vehicles shall travel at no greater than five (5) miles per hour while within the Community.

3. No Impeding of Access. No vehicles belonging to an Owner or Occupant or to a family member, tenant, Guest, or employee of an Owner or Occupant shall be stopped or parked so as to extend into any portions of the roadways or sidewalks, or impede or prevent ready access to any entrance or any exit from the Community by another vehicle.

4. Parking in Proper Place. No parking is allowed on any roadway except in designated areas (e.g., designated assigned Guest parking stalls and parking permitted zones on public streets). Notwithstanding that parking stalls are not designated on the Condominium Map, Owner's are permitted to park in their driveway if the vehicle does not extend into any portions of the roadways or sidewalks, or impede or prevent ready access to any entrance or any exit from the Community by another vehicle. The use of "handicap" guest stalls, if any, is restricted to guests with disabilities using vehicles with the appropriate county handicap placard. Boats, non-vehicular and personal items must be stored either within an enclosed garage or outside the Community. Vehicles parked in unauthorized stalls (which include vehicles not parked entirely within an assigned space) may be towed away at the expense of the Owner or operator thereof. Vehicles belonging to Guests shall be parked only in the spaces designated for visitor parking. It is the responsibility of each Owner and Occupant to inform his or her Guests not to park in vacant stalls, other than those designated for visitor parking, unless prior arrangements have been made for such use. Use of visitor parking stalls by an Owner or Occupant shall be permitted only with special permission from the Board or the Managing Agent. No overnight parking shall be allowed in the Guest parking stalls, except by special arrangement with the Board or the Managing Agent. In the event of a conflict between this section and the Bylaws or Declaration, the Declaration and/or the Bylaws shall prevail.

5. Condition of Vehicles. No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted within the Community. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Community shall be in operating condition with a current vehicle license and safety sticker required by law.

6. Towing of Vehicles. The Board and the Managing Agent are authorized to have towed away or removed at the Owner's expense any vehicle or equipment parked, located or used in violation of these rules and shall not be subject to any claim for liability or damage in the exercise of such authority.

7. Garage Doors. Garage doors should remain closed except when entering and exiting and during the loading and unloading of personal property.

H. PETS

1. Pets. No livestock, poultry, or other animals whatsoever shall be allowed or kept in or on any part of the Community, except that dogs, cats, or other common household pets as described in the Bylaws, in reasonable number, may be kept by Owners and Occupants in their respective Homes. Pets shall not be allowed on any common elements of the Community except on a leash or when carried. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of pets while the pets (whether on a leash or carried) are on any common elements of the Community.

2. Registration. The Owner or Occupant of any Home in which a pet is to be kept pursuant to these rules shall register the pet with the Board or the Managing Agent prior to or immediately upon bringing such pet onto the Community.

3. Breeding. Pets shall not be kept, bred or used for any commercial purpose.

4. Damage. Any personal injury or property damage to the structures, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portion of the Community caused by a pet will be the full responsibility of the pet owner and the Owner of the Home in which the pet is kept. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of pets kept in their Homes.

5. Nuisance; Removal. Any pet which is a nuisance or causes unreasonable disturbance to any Occupant or causes damage to the Community shall be removed by its Owner or by the Occupant of the Home in which it is kept promptly upon the request of the Board.

I. NOISE, NUISANCES AND HAZARDS

1. Hazards. No Owner or Occupant shall use or permit to be brought into the buildings or common areas of the Community anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the Community which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rates on the Community, if any.

2. Nuisances. No nuisances shall be allowed on the Community and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community by other Owners and Occupants.

3. Disturbances. Owners and Occupants shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their families or their Guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Occupants.

J. GENERAL RULES AND REGULATIONS

1. Employees of the Association.

(a) The Association's maintenance employees, if any, will use every effort to effectively care for the grounds of the Community. To the extent that such employees are unable to do so, every Owner or Occupant is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness on the Community.

(b) Maintenance employees of the Association are under the sole direction of the Board and the Managing Agent; and during prescribed hours of work, they shall not be diverted to the private business or employment of any individual Owner or Occupant.

(c) No Owner or Occupant may require an employee of the Association to leave the common elements of the Community or to perform any personal tasks.

2. No Solicitation. No solicitation or canvassing is permitted in or about the common areas of the Community at any time.

3. Access to Homes. The Managing Agent is not required to give access to a Home without the written permission of the Owner thereof, a registered Agent of the Owner or a registered Occupant.

4. Observance of Law. Each Owner and Occupant will at all times keep his or her Home in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these rules and any agreements, decisions and determinations duly made by the Association.

K. DESIGN GUIDELINES

1. Compliance and Approval. All improvements and modifications to Residences must be approved by the Sea Country Design Review Committee, and must comply with the Master Declaration, the Holomoana Declaration, the Sea Country Design Guidelines, and with all applicable statutes, ordinances, codes, rules and regulations.

L. ENFORCEMENT OF RULES

1. Violations and Damages.

(a) All corrective actions with respect to violations of these rules and damages to the common elements shall be enforced by the Board and should be reported promptly to the Board or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for costs incurred

directly or indirectly related to such Owner's tenants or such Owner's, or his tenant's, family members, or Guests.

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent or resident manager, if any, at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by such Owner's tenants or such Owner's, or his tenant's, family members, or Guests.

2. Complaints. Complaints and suggestions regarding the Community shall be made in writing to the Board or the Managing Agent.

3. Observance of Rules. Each Owner shall observe and perform these rules and ensure that such Owner's tenants and Guests also observe and perform these rules. The Owner shall be responsible if expenses are incurred due to violations of these rules by such Owner's tenants, family members or Guests or the family members or Guests of such Owner's tenants.

4. Violation of Rules. The violation of any of these rules shall give the Board, acting on behalf of the Association, the right to:

(a) Only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner, Occupant or Guest enter the Home (or secure an order permitting entry into a Home) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these rules, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

M. AMENDMENTS

These rules may be amended by the Developer, acting as the Association, at any time prior to the first meeting of the Board of Directors and thereafter, only by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

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Holomoana at Sea Country House rules
Acknowledgment

I, _____, Tenant of _____, Legal Home Owner/Agent of Legal Home Owner of a Holomoana at Sea Country condominium Association unit located at _____ Waianae, HI 96792, have read and agree to abide by all Holomoana at Sea Country house Rules.

_____

Print Tenant Name

_____

Tenant Signature *Date*

Sea Country Community Association

Amended Restated

Master Declaration of Covenants

ARTICLE V
Use Restrictions

The Property, including without limitation Subdistrict Property, shall be used in accordance with the covenants, conditions, restrictions and easements set forth in this Master Declaration, any Supplemental Declarations, the Master Association Rules and the Design Guidelines, as they may be amended from time to time. Nothing herein shall restrict or limit any Supplemental Declaration, the Master Association Rules and the Design Guidelines from imposing stricter or further standards than those contained in this Master Declaration upon any one or more land use classifications, Subdistricts or Subdistrict Associations.

Section 5.1. **Hazardous Materials**. Each Owner and Occupant shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). The Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about any Lot, any Common Area or any portion of the Property, or transport to or from

any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws.

Section 5.2. **Property Restrictions**. No covenants, conditions, restrictions or easements, or similar instruments shall be Recorded by any Owner or other Person, except Declarant, against any Lot without the provisions thereof having been first approved in writing by the Board and Declarant, which approval may be withheld in the sole discretion of the Board and Declarant, and any such covenants, conditions, restrictions or easements Recorded without the Board's and the Declarant's approval being evidenced thereon shall be null and void.

Section 5.3. **Rezoning**. No applications for general plan changes, rezoning, variances, special permits, use permits or the like affecting any Lot shall be filed with any governmental authority unless the proposed use of the Lot has first been approved by the Board and Declarant and the proposed use otherwise complies with this Master Declaration and any applicable Supplemental Declaration. This provision shall not in any way prohibit, restrict or otherwise limit the right of Declarant to apply for, prosecute and receive rezoning and/or reclassification of any portion of the Property, the Annexation Property or the Additional Annexation Property then owned (or the subject of an option to purchase) by Declarant, or to apply for, prosecute and receive variances or use permits relating to such property.

Section 5.4. **Covenants, Conditions, Restrictions and Easements Applicable to Lots within the Residential Area**. Subject to the Declarant's rights as outlined in Section 20.2, the following covenants, conditions, restrictions and reservations of easements and rights shall apply to all Lots, the Owners thereof, and all Occupants within the Residential Area:

(a) **Single-Family Use**. Each Lot in the Residential Area shall be used only for the construction and occupancy of a Single-Family Dwelling Unit and typical residential activities incidental thereto. All such Lots shall be used, improved, and devoted exclusively to Single-Family residential use. Notwithstanding the above, a gainful occupation, profession, trade or other non-residential use may be conducted on such Lot, pursuant to the applicable State of Hawaii and/or County laws and regulations and prior written approval by the Board. The Board in its sole discretion shall have the right to determine whether the practice of such occupation, profession, trade or other non-residential use constitutes, or will constitute, an unreasonable annoyance or nuisance under this Master Declaration. No Lot shall be occupied by more than one Single-Family.

(b) **Roadway Landscape Easement Area**. No Owner or Occupant of a Lot for which the Roadway Landscape Easement Area is maintained by the Master Association pursuant to this Master Declaration shall landscape or plant in the Roadway Landscape Easement Area, or otherwise interfere with the landscaping and maintenance of such landscaping as performed by the Master Association. No such Owner or Occupant shall interfere in any manner with the proper and effective

operation of the irrigation facilities, if any, located in or on the Roadway Landscape Easement Area, including any automatic or electric timer system(s) associated with such facilities.

(c) **Garages**. No garage shall be used for other than the parking of trailers, transportation vehicles or recreational vehicles, provided, however, that a garage may be used for laundry, storage purposes or minor repairs not otherwise prohibited, so long as such use is not visible from any sidewalk or Road. No garage shall be used for living, cooking or sleeping purposes.

(d) **Violation of Law or Insurance**. No Owner or Occupant shall permit anything to be done or kept in or upon such Owner's Lot or in or upon any Common Area which will result in the cancellation, or increase in premium, or reduction in coverage of insurance maintained by the Master Association or which would be in violation of any law.

(e) **Signs**. No sign of any kind shall be displayed to the public view or from any Lot without the approval of the Design Review Committee, except: (i) a single sign, no larger than 2 feet by 3 feet, as may be used by an Owner in connection with the sale or leasing of the Owner's Lot; (ii) such signs as may be used by Declarant in connection with the development and sale or leasing of Lots, Parcels or other property in the Property and the Community in general; (iii) such signs as may be required by legal proceedings, or the prohibition of which is precluded by law; and (iv) as may be approved by Declarant or the Board, such signs as may be required for traffic control and regulation of Roadways or Common Area. Notwithstanding the above, Declarant may post any and all signs which it, in its sole discretion, deems necessary. Such activities of the Declarant shall not be considered a nuisance or otherwise prohibited by this Master Declaration.

(f) **Animals**. No animals, including without limitation horses or other domestic farm animals or poultry of any kind, may be kept, bred or maintained in or on any Lot or in or upon any Common Area, except a reasonable number of commonly accepted household pets in accordance with the Master Association Rules. No animals shall be kept, bred or raised within the Property for commercial purposes. In no event shall any domestic pet be allowed to run free away from its owner's Lot without a leash, or conduct itself so as to create an unreasonable annoyance. The Master Association may require the removal of any animal that is permitted to roam free, or, any animal that the Master Association, in its sole discretion, determines endangers the health, makes objectionable noises or odors, or otherwise constitutes a nuisance to the Community. Pet owners are responsible for any damage to Common Area caused by their pets.

(g) **Nuisances; Construction Activities**. No Owner shall permit or suffer anything to be done or kept about or within such Owner's Lot, or on or about the Property, which will obstruct or interfere with the rights of other Owners or Occupants, or annoy them by unreasonable noises or otherwise, nor shall an Owner

commit or permit any nuisance or commit or suffer any illegal act to be committed therein or thereabout. Each Owner shall comply with the Master Association Rules and the requirements of all health authorities and other governmental authorities having jurisdiction over the Property. The normal business activities of the Declarant shall not be considered a nuisance or otherwise prohibited by this Master Declaration. Additionally, normal construction activities and parking in connection with the building of Improvements on a Lot shall not be considered a nuisance or otherwise prohibited by this Master Declaration, but Lots shall be kept in a neat and tidy condition during construction periods, trash and debris shall not be permitted to accumulate, and supplies of brick, block, lumber and other building materials will be piled only in such areas as may be approved by the Design Review Committee. In addition, any construction equipment and building materials stored or kept on any Lot during construction of improvements may be kept only in areas approved by the Design Review Committee, which also may require screening of the storage areas. The Board in its sole discretion shall have the right to determine the existence of any unreasonable annoyance or nuisance under this Master Declaration.

(h) **Boats and Motor Vehicles**. Except as specifically permitted by the Master Association Rules: (i) no boats, trailers, busses, motor homes, campers or other vehicles shall be parked or stored in or upon the Roads or stored upon a Lot except within an enclosed garage as permitted by the Design Guidelines or as permitted under subsection (iii) below; (ii) no vehicle shall be repaired, serviced or rebuilt on any Lot (except within an enclosed garage) or upon the Roads; and (iii) nothing shall be parked on the Roads except in such parking areas as may be designated by the Board or as designated by the City and County of Honolulu if the roads are dedicated. The Board may remove, or cause to be removed, any unauthorized vehicle at the expense of the owner thereof in any manner consistent with law. The provisions of this Section 4.4(h) shall not be deemed to prohibit commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to or within the Property.

(i) **Lights**. No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot which in any manner will allow light to be directed or reflected on any other Lot, except as may be expressly permitted by the Master Association Rules or the applicable Design Guidelines.

(j) **Antennas**. No radio, television or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot except as may be permitted by the Master Association Rules or in accordance with the Design Guidelines. Declarant and/or the Master Association may erect an aerial or other apparatus for a master antenna or cable system, should any such master system or systems be utilized by Declarant or the Master Association and require any such exterior apparatus.

(k) **Garbage**. No garbage or trash shall be kept, maintained or contained in any Lot so as to create a strong or offensive odor or be visible from another

Lot or the Roads except temporarily, in containers approved by Master Association Rules, for pickup. No incinerators shall be kept or maintained in any Lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot, provided that non-commercial, non-odoriferous, contained and reasonably concealed composting and mulching shall be permitted.

(l) **Mining**. No Lot shall be used in any manner to explore for or remove any water, oil or other hydrocarbons or minerals of any kind or earth substance of any kind. Nothing herein shall prohibit or restrict Declarant or any other owner or operator of a water system serving the Property with Declarant's approval from exploring and drilling for, pumping and removing water from the Property, or the installation and operation of water wells by Declarant.

(m) **Safe Condition**. Without limiting any other provision in this Section, each Owner shall maintain and keep such Owner's Lot at all times in a safe, sound and sanitary condition and repair and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots.

(n) **Fires**. Other than barbecues in properly constructed barbecue pits or grills, and fire pits in compliance with the Master Association Rules and the Design Guidelines, or as otherwise expressly permitted in the Master Association Rules, no open fires shall be permitted on Lots nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Master Association or for other Owners. All Lots and Dwelling Units are subject to the Fire Code of the City and County of Honolulu and established controlled fire limits, pursuant to such Code.

(o) **Drainage**. No Owner shall erect, construct, maintain, permit or allow any fence or other Improvement or other obstruction that would interrupt the existing drainage of the land. For the purpose hereof, "existing" drainage is defined as the drainage which exists at the time the Lot is conveyed to an Owner by Declarant, or later grading changes which are shown on plans approved by the Design Review Committee. The existing drainage may include drainage from Common Area or other property across any Lot. Each Owner shall maintain the drainage system, if any, constructed or otherwise in place with the Dwelling Unit upon its conveyance to an Owner by Declarant. Each Owner shall be solely responsible for all surface water escaping the Owner's Lot and any and all damages resulting therefrom. This Section shall not be deemed to restrict or otherwise affect rights reserved to Declarant to alter or change drainage patterns within or upon the Property.

(p) **Rental of Lots**. An Owner who leases or otherwise grants occupancy rights to such Owner's Lot to any Persons shall be responsible for assuring compliance by the Occupant with all of the provisions of this Master Declaration, any Supplemental Declaration, the Articles, Bylaws, Master Association Rules and Design

Guidelines, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by the Occupant thereof.

(q) **Temporary Occupancy and Temporary Buildings**. No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of Improvements on any property shall be removed immediately after the completion of construction.

(r) **Landscaping and Maintenance**. Except as otherwise provided in this Master Declaration with respect to both the Roadway Landscape Easement Area and the area of the Drainage Easements, as defined in Section 12.1(g), which are to be maintained by the Master Association, each Lot Owner shall install and keep all appropriate areas of the Lot (including Front Yards, sidewalks, gutters and setback areas) landscaped and shall keep all shrubs, trees, hedges, grass and plantings of every kind located on such Owner's Lot (including Front Yards and setback areas) neatly trimmed, shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material and shall maintain all paved and concrete areas, including driveways and parking areas, in good condition and repair. No trees planted by the Declarant shall be removed, replaced or relocated without the prior written consent of the Declarant. Each Owner shall be responsible for the proper maintenance and care of any trees planted on Owner's Lot. Declarant, the Master Association and/or the City and County of Honolulu may plant trees in the planting strip along Roadways in the Community, as may required by the City and County of Honolulu. Owners may not remove, replace, alter or relocate any trees or plantings so located.

(s) **Diseases and Insects**. No Owner shall permit any thing or condition to exist upon any Lot, which shall induce, breed or harbor infectious plant diseases or noxious insects, rodents or other pests. All earth and fill material under concrete slabs shall be chemically treated for subterranean termites by a reliable, established and licensed termite control company. Treatment shall be guaranteed in writing against subterranean infestation for such period of time as is determined by the Board from time to time, and a certified copy of this guaranty shall be filed with the Board. All Owners are required to inspect and treat, if required, their Lots and Improvements for potential termite infestation on at least a yearly basis. All Owners shall comply with the terms of the applicable termite control company's guaranty. Further, Owner shall regularly cause Owner's home to be treated against the risk of termite infestation. At its sole discretion, the Master Association may require Lot Owners to produce documentation confirming that such insect inspection and maintenance has occurred.

(t) **Machinery and Equipment**. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except: (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Dwelling Unit,

appurtenant structures, or other Improvements; or (ii) that which Declarant or the Master Association may require for the development operation and maintenance of the Property.

(u) **Offensive Activity**. No Lot shall be used, in whole or in part, for the storage of any property or thing that will cause such Lot to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be conducted upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property.

(v) **Unsightly or Unkempt Conditions**. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any Lot.

(w) **Timeshare and Transient Rentals Prohibited**. No timeshare, interval ownership, transient vacation rentals or other similar use or ownership shall be permitted within any Lot, unless authorized by a Supplemental Declaration Recorded by Declarant and made applicable to specific Lots. Bed and breakfast type commercial operations are specifically prohibited.

(x) **Clotheslines, Tanks, Etc**. All clotheslines, dumpsters, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of any other Lot or adjacent Roadway.

(y) **Guns and Projectiles**. The discharge of firearms, including blanks, and other projectiles within the Property is prohibited except by police officers and security personnel while acting in their official capacities. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "projectiles" includes, but is not limited to, sling shots and bows and arrows, regardless of size.

(z) **Artificial Vegetation, Exterior Sculpture, and Similar Items.** No artificial vegetation shall be permitted on any Lot except within an enclosed Dwelling Unit. Exterior sculptures, fountains, flags, and similar items must be approved by the Design Review Committee.

(aa) **Energy Conservation Equipment**. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure and is approved by the Design Review Committee.

(bb) **Excavation**. No excavation shall be made except in connection with Improvements approved as provided in this Master Declaration. For purposes of this Section, "excavation" shall mean any disturbance of the surface of the land (except to the extent reasonably necessary for approved landscape planting) which results in a disturbance of earth, rock, or other substance a depth by removal or fill of more than 12 inches below or above, respectively, the natural surface of the land.

(cc) **Continuity of Construction**. All Improvements commenced on any Lot shall be prosecuted diligently to completion, pursuant to the applicable Design Guidelines.

(dd) **Subdivision and Consolidation**. No Lot shall be further subdivided or separated into smaller lots or parcels by any Owner, and no portion less than all of any such Lot, nor any easement or other interest therein, shall be conveyed or transferred by any Owner without the prior written approval of the Board, which approval must be evidenced on the map, plan or other instrument creating the subdivision, easement or other interest. This provision shall not in any way prohibit, restrict or otherwise limit Declarant from subdividing, condominiumizing, separating, consolidating or resubdividing Lots or any other property owned by Declarant. Consolidated Lots shall constitute a single Lot for voting and assessment purposes if so designated in a Supplementary Declaration filed by Declarant, otherwise the Consolidated Lots shall retain their character as multiple Lots subject to multiple assessments but entitling the ultimate Owner thereof to multiple votes.

Section 5.5. **Amendment of Article**. This Article V may not be amended without Declarant's written consent and joinder at any time prior to expiration of the Declarant Control Period.

Sea Country Declaration of Covenants
Acknowledgment

I,_____,Tenant of _____,
Legal Home Owner/Agent of Legal Home Owner of a Sea Country Community Association unit located at _____
Waianae, HI 96792, have read and agree to abide by all Sea Country Declaration of Covenants.

_____
Print Tenant Name

_____
Tenant Signature *Date*

Holomoana
at Sea Country

DESIGN REVIEW GUIDELINES

Table of Contents

Introduction **4**
I. The Holomoana Design Philosophy **4**
II. Design Committee Duties **4**
III. Authority **4**
IV. Limits of Liability **5**
V. Other Codes, Laws, Rules and Ordinances **5**
VI. Definitions **5**
VII. Design Review Procedures **7**
ILLUSTRATION: Seeking approval for your single-family home addition (i.e. Lanai/balcony). 8
ILLUSTRATION: Seeking approval for additions, which are part of a Townhouse or Condominium Association, or a planned Unit Development Association. 8
VIII. Fees **8**
IX. Time Requirements **9**
X. Rules and Guidelines **10**
1. Construction Value 10
2. Materials 10
3. Grading 10
4. Name Plates and House Numbers 11
5. Electric Service 11
6. Sanitary and Water Piping 11
7. Ground Termite Treatment 11
8. Fences and Walls 11
9. Maintenance of Public or Common Areas During Construction 12
10. Additions and Enclosures 12
11. Visibility from Neighboring Property or Street 12
12. Screen Doors 12
13. Dog Houses, Hot Houses, Storage, Gazebos and Tool Sheds 13
14. Gutters 13
15. Guidelines for Installing Antennas/Satellite Dishes: 13
    I. Background 13
    II. Existing Restrictive Covenants 13
    III. Antenna Installation Affected by the FCC Rule 13
    IV. Restrictions on Antenna Installation Affected by the FCC Rule 14
16. Exterior Lighting, Security Cameras, & Motion Sensors 17
17. House Decorations 17
18. Tents and Temporary Structures 17
19. "Gingerbread" and Trim 17
20. Drop Blinds 18
21. Disposal of Construction Waste and Debris 18
22. Clothes Drying Areas 18
23. Mailboxes and Newspaper Tubes 18
24. Signs & Name Plates 18

25. Common Area Benches, Chairs, Lawn Furniture, Tables, etc.,..... 18
26. Common Area Solar Lights and Tiki's..... 19
27. Wind Chimes and Hanging Plants..... 19
28. Common Area Shoe Racks..... 19
29. Accessory Structures..... 19
30. Underground Installation and Easements..... 19
31. Trees..... 19
32. Holomoana Solar Installation Guidelines..... 19
33. Landscaping..... 20
34. Applied Solar Tints and Films..... 21
35. Basketball Equipment Standards (Permanent & Portable)..... 21

HOLOMOANA HOME OWNERS ASSOCIATION DESIGN COMMITTEE RULES AND GUIDELINES

Introduction

The following rules and guidelines have been prepared from the Declaration of Covenants, Conditions and Restriction (DCCR's) of Holomoana & Sea Country Master Association, from previous Design Committee Rules, and from the experience of the Design Committee since its inception. Nothing in these rules and guidelines shall be constructed to alter or change the meaning or intent of the Holomoana Association Declaration of Covenants, Conditions & Restrictions, hereinafter referred to as the DCCR's.

I. The Holomoana Design Philosophy

Holomoana is a planned community with a variety of residences, community facilities, commercial areas, and other urban elements designed with unifying continuity in mind. The desire to encourage freedom and individual expression in construction improvements must be limited by protection of the covenants, which are for the benefit of all property owners within Holomoana. Administration of these covenants has been assigned to the Design Committee. A primary purpose of the Design Committee is to insure harmonious aesthetic relationships. The Design Committee interprets the covenants with flexibility and will approve designs and materials that, in its opinion, will enhance rather than detract from the community. The committee is aware that matters of taste and personal preference are subjective. It also recognizes that plans and specifications do not always convey the true appearance of a particular design. Furthermore, the Design Committee recognizes new and different designs. Therefore, it will attempt to be equitable, consistent in application of criteria, and timely in judgment with regard to new trends in design and materials. The Committee will not approve self-conscious designs or materials that are faddish and of short-lived stylishness. The Design Committee is continually striving to upgrade the quality of improvements in Holomoana. Therefore, those designs that may have been previously approved shall not necessarily be a precedent for approval of similar designs. Each case shall be judged on its own merits.

II. Design Committee Duties

The Design Committee's role is to protect the visual character of Holomoana and, by inference, the economic values. The Committee is concerned with all exterior house and garden designs and materials visible from the street and neighboring properties. The Design Committee shall act in accordance with the DCCR's and these guidelines.

III. Authority

The DCCR's of Holomoana contain standards and restrictions affecting each owner in the use of his lot.

Whenever an owner proposes to make any improvement to or build on his lot or to reconstruct, alter, or refinish the exterior of any improvement already constructed, he must follow the procedures outlined in the DCCR's or amendments. Any substantial structural addition or alteration visible from the street and/or neighboring properties must have prior approval of the Design Committee.

IV. Limits of Liability

Approval of plans by the Design Committee is solely for architectural design and for conformance with the requirements of the DCCR's and these rules and guidelines. No representations are made, nor is any responsibility assumed by the Holomoana Home Owners Association, or the Design Committee, regarding the structural quality or soundness of the work proposed or approved. It shall be the responsibility of the owner to examine the premises and to undertake adequate design for all improvements or changes to be constructed on the owner's property. Neither the Design Committee nor any member thereof shall be liable to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within Holomoana, or (d) the execution and filing of an estoppel certificate, whether or not the facts therein are correct, provided, however, that such member has, with the actual knowledge possessed by him, acted in good faith.

V. Other Codes, Laws, Rules and Ordinances

Approval of plans does not eliminate the owner's obligation to comply with all existing laws, ordinances, rules and regulations made by any governmental authorities or with any terms and conditions required under the DCCR's of Holomoana, or any deed, lease, or mortgage.

VI. Definitions

Some of the following definitions are extracted from the DCCR's, others were developed by the Design Committee to guide its deliberations.

Design Committee: The committee created pursuant to Article(s) of the DCCR's.
Design Committee Rules: These rules adopted by the Design Committee pursuant to the DCCR's and ratified by the Holomoana Owners Association.

Excavation: Any disturbance of the surface of the land (except temporarily for planting), which results in removal of earth or rock to a depth of more than 18 inches.

Fill: Any addition or rock or earth materials to the surface of the land, which increases the previous elevation of such surface by more than 18 inches.

Garage: The term "garage" includes "carport". A garage can be used for parking vehicles other than automobiles as well as boats and trailers.

Improvements: Includes buildings, outbuildings, roads, driveways, parking areas, fences, retaining walls, stairs, decks, hedges, windbreaks, planted trash surrounds, poles, signs and other structures of any type or kind.

Lot: Any lot designated on a subdivision map for residential use, or with respect to any condominium, an apartment of such condominium, or with respect to any apartment house, duplex, or multiple dwelling, a complete residential unit, and in each case, except when clearly contrary to the context, includes all improvements thereon.

Owner: Each person, corporation or other legal entity who is, or such persons, corporations or other legal entities who are, the beneficial owner of any lot. Provided, however, that with respect to any condominium, the term owner shall mean apartment owner as defined in the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes. For the purpose of limitations and restrictions set forth in Article III of the Declaration: (a) owner shall not include the Declarant with respect to any lots owned by the Declarant and (b) owner shall include for the purposes of Article III, unless the context otherwise requires, family, invitees, licensees and lessees of any owner.

Paved Driveway Area: The durable surfacing of a road, sidewalk or other outdoor area (e.g. concrete, asphalt concrete). Prefabricated concrete, grass concrete or bricks, may be used only in secondary parking areas.

Private Yard Area: Any real property conveyed to any owner (other than Declarant or the Association) by means of a deed, together with all improvements from time to time constructed thereon. The land area appurtenant to each Residence, as described in this Declaration and as shown on the Condominium Map, and bearing the same Private Yard Area number as the unit number assigned to the Residence, is a limited common element.

Parking Stall Assignments: All Residences have two (2) assigned parking stalls. Some Residences may have either a one car or two car garage as a component of the Residence, or no garage. The Condominium Map identifies each stall by a parking stall number.

Residence: A building or buildings used for residential purposes, together with any garage, carport or similar outbuilding appurtenant thereto, whether or not a part of the same structure.

Retaining Wall: Any structure constructed for the purpose of containing or supporting any earth embankment and/or fill.

Visible from Neighboring Property: Any object or activity that is in line of sight originating from any point six (6) feet above any adjoining property including common areas and streets.

Act: The Condominium Property Act, Chapter 514A, Hawaii Revised Statutes (1995 Repl.), as amended.

Association: The Association of Home Owners of Holomoana at Sea Country, consisting of all Residence Owners acting as a group in accordance with this Declaration, the Bylaws and the Act.

Board of Directors: The Board of Directors of the Association.

Bylaws: The Bylaws of the Association Recorded concurrently with this Declaration, as amended from time to time.

Community: Shall refer to Holomoana at Sea Country development, consisting of buildings, landscaping, improvements and structures thereon and all easements, rights and appurtenances belonging thereto.

Common Area: Includes, but need not be limited to:

1. Any landscaping and other flora, structures and all other improvements located upon and within any Common Area

2. Roadways and medians and rights of way along or within the Roadways, including trees and other landscaping and/or irrigation facilities located therein or thereon
3. Any private emergency, access or service roads owned by Declarant or are required to be maintained and which provide ingress and egress to and from the Property and adjacent lands
4. The Roadway Landscaped Easement Area
5. All Community perimeter walls designated in Supplemental Declarations as Common Area, entry monuments.

VII. Design Review Procedures

The following procedures must be followed and Design Committee approval obtained prior to obtaining other required permits or beginning any construction. These Design Committee procedures are only to comply with Holomoana planning and design standard. Lot owners are responsible for obtaining the necessary City and County building permits and complying with all applicable City & County codes, ordinances and regulations.

Step 1: Obtain a copy of the "Design Review Committee Application Form" which is available from the Holomoana Home Owners Association Office or Recreation Center or Sea Country Property Manager.

Step 2: Prepare your drawings as follows:

a. **Plot plan** (scale 1 inch=20 feet): The plot plan is at the time of original sale contains all the required information except the outline of the proposed modification. If the original plot plan is unavailable, prepare a plot plan showing the lot dimensions, property lines, drainage swales, adjacent streets, existing dwellings and improvements, including fences and trash enclosures. Proposed improvements should be emphasized. (Either darkened or shaded)

b. **Building plans and elevations:** Show floor plan (top view), roof plan and all elevations front, rear and side views. Most important, a cross-section of the point of the roof connection must be provided. Building plans must include specifications for the type and finish of all exterior materials, which should match the existing materials and colors as closely as possible. If the structure or structures are to be finished in a different color, swatches of the proposed new colors must be provided.

Step 3: Submit one copy of the Design Committee Application Form along with one (1) copies of your drawings to the Holomoana Design Committee. The original sets of plans will be returned.

Step 4: Depending on the complexity and adequacy of the plans, the review process may take anywhere from one to four weeks after receipt of proper applications. If the proposed modifications are acceptable, an H.H.O.A. Design Permit will be issued and the applicant may proceed with processing through the City and County Building Department, as required. If the plans are not approved by the Design Committee, the applicant will be notified and one set of plans will be returned with appropriate comments. The plans must then be revised for approval before construction will be permitted. Custom lot construction is subject to additional requirements. Oral requests for approval of proposed work that is subject to these rules and regulations will not be accepted. The fact that an owner has scheduled work, arranged financing, entered into a contract for materials or labor, received approval from City and County

agencies or claims he/she will suffer alleged hardship, shall not be a basis for Design Committee approval. Projects, once begun, must be completed in accordance with approved plans. Financial inability to conclude the project will not excuse an owner from his commitment to complete. Contractors and suppliers may not submit their materials or products for "blanket approval." The Owner has the sole responsibility for insuring that work contained in approved plans is performed in accordance with these rules and regulations and the Holomoana DCCR's.

ILLUSTRATION: Seeking approval for your single-family home addition (i.e. Lanai/balcony).

1. Plan your addition and submit your plans in the early stages of design for a preliminary review by the Sea Country Property Manager and Holomoana Design Committee.
2. Submit your final plans to the Design Committee for review and to obtain an H.H.O.A. Design Approval Permit.
3. Submit your final plans to the City & County Building Dept. to obtain a Building Permit. The Building Dept. will NOT begin to process your plans without an H.H.O.A. Design Permit.
4. Post both of your permits in view of the street and commence your construction.

ILLUSTRATION: Seeking approval for additions, which are part of a Townhouse or Condominium Association, or a planned Unit Development Association.

1. Plan your addition and submit your design plans in the early stages for a preliminary review by the H.H.O.A. Design Committee Supervisor.
2. Submit your final plans to your Condominium Board of Directors and obtain a letter of approval.
3. Submit your final design plans, with the Condominium Association letter of approval and Design Application to the Design Committee for review and to obtain an H.H.O.A. Design Approval Permit.
4. Submit your plans, with the H.H.O.A. Design Permit, to the City & County Building Dept. To obtain a Building Permit.
5. Post both of your permits in view of the street and commence your construction.

VIII. Fees

An Architectural Review Fee will be charged to applicants according to the following fee schedule. The fees are to cover professional services for preliminary and final plan approval and final field inspection. Additional charges may be assessed if the approval process is prolonged by conditions beyond the control of the Design Committee.

Fee Schedule

High Level Modifications: $150.00

Custom House, Single Story Multiple Room Addition, Single Room Addition, (Family Room, Lanai, Bath only, Hot House, Trellis, etc.) Major Modifications: Swimming Pool/ Spa/ Fences/ Walls/ Decks// Awnings/ Fireplace, Enclose Garage, etc. Solar Heater Installation / Gates Security Windows / Trash Enclosures

Mid Level Modifications: $75.00

Any form of backyard cement work and electrical work.

Low Level Modifications: $25.00

Any non-approved Screen Doors, Security lighting, Storage Units. Any form of permanent sprinkler system.

No Fee Items: $0.00

Any request that has been pre-approved by the Board (i.e., Approved screen doors, security lighting/cameras/motion sensors, hanging plants/chimes and storage units) the cost to the home owner will be free, but still must follow all Design Request Guidelines. The association will provide plans of specification and model numbers to the homeowner to use this level. Any form of landscape request that has grass, bushes, trees and non-cemented stones or pavers type bricks. NO electrical or plumbing, cement or sprinkler systems are allowed at this level.

All plans must be submitted by the homeowner, or his/her authorized agent, at the Holomoana Home Owners Association Office or Recreation Center or Sea Country Property Managers Office.

IX. Time Requirements

1. Home owners who start and then fail to pursue timely completion of modifications, additions, improvements, or painting prior to the expiration date designated on the H.H.O.A. Design Permit and established by the Design Committee will be required to submit a new H.H.O.A. Application for Design Committee Approval along with all pertinent plans and specifications as appropriate, for reconsideration by the Committee and issuance of a new H.H.O.A. Design Permit. Any applicable Architectural Review Fees in effect at the time of re-submittal will be due and payable prior to the issuance of a new Design Permit.
2. **Required Start Date:** All permits and approvals issued by the Design Committee are null and void if construction does not commence within ninety (90) days of the committee's permit issue date.
3. **Expiration Dates for Design Permits:** Permits issued for painting or repainting have an expiration deadline of six (6) months from the date issued. If painting approval was granted in conjunction with a permit for new residence construction or on an approval for modifications, additions or improvements with work other than painting involved, the expiration date will be in accordance with sub-paragraph a or b below, as applicable.
    a. **Expiration Dates for Modifications, Additions or Improvements.** Permits for modifications, additions, or improvements have an expiration date one year from the date of issuance.
    b. **Expiration Dates for New Residence Construction.** Permits granted for the construction of a new residence have an expiration date of two years from the date of issuance.
    c. **Cancellation of Permits or Approvals for Lack of Progress.** If at any time, more than six (6) months have passed without substantial/significant progress toward completion of any project for which the Design Committee has granted a permit, the committee may declare all permits and approvals null and void; and

the owner must submit a new Application for Design Committee Approval, along with relevant plans and specifications, as amended. The owner will be responsible for any Architectural Review Fees in effect at the time of re-submittal. Determination of a lack of substantial and/or significant progress in a project will be made by a majority vote of the members of the Design Committee.

Note: The Design Committee shall not be bound by any previous decision when considering plans and specifications re-submitted to the Committee as a result of an owner exceeding the time requirements for completion of any project.

X. Rules and Guidelines

1. Construction Value

There is no limitation regarding the value of homes or improvements on lots in either the custom or private areas. It is recognized, however, that the standards established herein imply moderate to high value.

2. Materials

All materials used for structures shall be termite and fungus free, and shall be new. Materials shall not be garish by their nature or as a result of their use with other materials. A mix of materials will be approved only if the materials complement each other. The availability of a material to be used shall not be a basis for approval. Ownership of or interest in a material distributorship, construction company, or franchise shall not be a basis for approval.

3. Grading

The Owner shall accept the condition of the lot as is and shall be responsible for the maintenance of the lot, including wind and water erosion control. All grading, excavation, fill and site work required, following acceptance of the lot by the owner, shall be done only in accordance with approved drawings and at the expense of the owner. Fill material brought to the site shall be free of adobe, termites and deleterious matter. The owner shall obtain a grading permit for cuts and fills as required by ordinances of the City and County of Honolulu, and shall abide by all City & County Ordinance requirements. All graded areas shall be landscaped.(See: Landscaping) Surface drainage must not be altered or obstructed. Any drainage swale altered during a modification or alteration on an Owner's lot must be reconstructed so as to be functional. Surface runoff shall be dispersed or channeled in a manner so as to prevent erosion or encroachment onto adjacent property, and only in accordance with approved grading plans.

a. **Excavation.** Whenever an owner excavates within his lot, it shall be done so as not to adversely affect the drainage of any adjacent properties. Whenever excavation creates an unstable bank condition, or potentially unstable bank condition, the owner shall take appropriate action to control and retain said embankment. Excavation, which, in the judgment of the Design Committee, creates a high and unsightly retaining wall may be disapproved.

b. **Fill.** Whenever an owner seeks to fill his lot, it shall be done so as not to adversely affect any adjacent properties. Whenever fill creates an unstable or potentially unstable bank condition, the owner shall take appropriate action to control and retain said embankment. Fill, which, in the judgment of the Design Committee, creates an extremely high and unsightly retaining wall may be disapproved.

Whenever fill or excavation requires the construction of a retaining wall it shall be the owner's responsibility to install and maintain said retaining wall. Further, wherever fill or excavation causes destruction of existing draining swales or natural drainage patterns, it shall be the owner's responsibility to restore such swales and drainage patterns or to otherwise provide for adequate drainage.

4. Name Plates and House Numbers

All residences must have easily readable house numbers affixed to the dwelling or mailbox.

5. Electric Service

All residential utility, electric, and telephone service lines shall be underground.

6. Sanitary and Water Piping

All sanitary and water piping shall be concealed.

7. Ground Termite Treatment

Soil under all concrete slabs on grade and all building floors, whether on grade or over air space, and all footings and masonry foundation walls shall be treated against subterranean termites. Chemicals used outside of the buildings or in accessible spaces under buildings shall be used with the utmost regard for the safety of children, plant life and pets. All termite treatment work shall be performed by a properly licensed and qualified pest control operator who is required to issue A certificate from the Pest Control Company.

8. Fences and Walls

a. Custom Lots. Fences and walls of non-reflective materials may be constructed on custom lots, ten (10) feet from the front boundary line. The setbacks for buildings, fences and walls along rear property lines bordering the Holomoana Golf Course shall conform to the Land Court map.

b. Private Areas.
(1) **Footings:** Footings for walls and fences including post holes shall be wholly within an owner's lot and shall not encroach upon any adjacent property unless by specific written agreement between the two property owners.
(2) **Height:** The maximum height of walls and fences shall not exceed the legal limit allowed by City & County codes, not withstanding other height limitations outlined in these guidelines. In addition, where practicable, the height of any proposed wall or fence should not exceed that of any existing walls and fences on adjacent properties, i.e., the height of fences and walls on adjacent properties should be identical.(3) All applicants planning to construct fences or walls on their property must indicate on their plans the location, heights and type of material of any existing walls and/or fences on adjacent properties.

c. H.H.O.A. Walls and Fences. Walls and fences owned by the Holomoana Home Owners Association shall not be removed for work on any owner's lot without the prior written approval of the Holomoana Home Owners Association. A bond may be required to ensure that walls and fences owned by Holomoana Home Owners Association will be restored to their original condition, including replacement of trees and any other previously installed landscaping.

d. Change in Height. No Holomoana Home Owners Association wall or fence shall be changed in height by an adjacent owner without the prior written approval of the Holomoana Home Owners Association and the Design Committee. Changes in height will be allowed only in instances where the change will not disrupt the appearance of the wall or fence or the maintenance thereof. Any change in wall height must be made with matching materials approved in advance and in writing by the Association Board of Directors and the Design Committee.

e. "Rear & Side Yards": For purposes of these guidelines, a rear yard shall be defined as a yard at the opposite end of a lot from the front yard, except in the case of corner lots.

9. **Maintenance of Public or Common Areas During Construction**

Property owners shall keep all public areas clean during periods of construction. No storage of construction materials and equipment will be permitted in public areas when construction has been completed. Materials shall not be stored so as to block or partially block public areas.

10. Additions and Enclosures

a. Rooms. Wherever a room is added, exterior siding, window and door details shall match the original or existing structure. The height of all openings for windows and door frames shall match those of the existing structure.

b. Lanai Slabs and Walkways. When reviewing a plan for a lanai slab, the Design Committee shall consider the potential covering or enclosing of said lanai to determine if such addition can be made without compromising the exterior appearance of the dwelling. Other concrete work such as walkways must leave adequate room for landscaping within the property and meet other applicable criteria. Termite treatment will be required for all lanai slabs.

c. Lanai with Roof. Aluminum, fiberglass and other prefabricated lanai roofs will be approved only if they meet the intent of these rules and regulations in the judgment of the Design Committee.

d. Metal awnings may not be used unless painted a solid flat color. Canvas awnings may be used in solid colors approved by the Design Committee.

e. Enclosed Lanai. Refer to 10a, "Rooms," above.

11. Visibility from Neighboring Property or Street

The Design Committee shall at all times consider the impact of additions, improvements or changes to the property on neighboring properties or streets. The committee shall have the right to make design changes to two story additions, which they feel are too "unfriendly" to the neighboring property or streets. If the design of the addition "crowds" the neighbors or adjacent street, the Design Committee will ask the applicant to set the second story back from the front, side or rear property lines. See illustration below on "friendly" and "unfriendly" designs.

12. Screen Doors

Screen doors with exposed reflective material shall not be approved. Whenever screen doors are requested for a multi-family project, the Design Committee shall require that Screen Doors be made of galvanized steel with a powder coat, vinyl or aluminum, painted white to match the trim of the home.

13. Dog Houses, Hot Houses, Storage, Gazebos and Tool Sheds

Dog houses, hot houses, storage, gazebos and tool sheds and similar structures, which are visible from a street or adjacent property, shall be submitted to the Design Committee for review and approval. Each will be considered on individual merit.

14. Gutters

Gutters and down spouts are approved by the Design Committee provided they are non-reflective and painted to match the surfaces to which they are attached. Copper gutters and downspout will not be approved unless painted to match the trim of the structure.

15. Guidelines for Installing Antennas/Satellite Dishes:

I. Background

These guidelines for the installation of antennas and satellite dishes are adopted by the Design Committee of Holomoana Home Owners Association in conformance with the recently adopted rule of the Federal Communications Commission (47 C.F.R. Part 1, subpart S 1.4000 et seq.)["FCC Rule"] governing installation of direct broadcast satellite antennas, multi-point distribution system ("wireless cable") antennas and over-the-air broadcast antennas.

II. Existing Restrictive Covenants

The Association's Declaration of Covenants, Conditions and Restrictions provides: No antenna of any sort shall be installed or maintained which is visible from neighboring property except that antenna placed on the ground and not exceeding ten (10) feet in height above normal grade are allowed if not visible from the adjacent street. Other provisions of the governing documents of the project also restrict installation of antennas. These restrictions will continue to apply to all installations of antennas except to the extent modified by the Rule.

III. Antenna Installation Affected by the FCC Rule

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

1. Antennas designed to receive direct broadcast satellite service, including direct-to-home satellite services, one meter or less in diameter; or
2. Antennas designed to receive video programming services via multi-point distribution services, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services, otherwise known as "wireless cable" services, one meter or less in diameter or diagonal measurement; or
3. Antennas designed to receive over-the-air television broadcast 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 and Chapter 514A, Hawaii Revised Statutes. Furthermore, 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 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.

IV. Restrictions on Antenna Installation Affected by the 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 H.H.O.A. Design Committee with a written notice at least seven (7) days prior to installation. The notice shall include:

1. The type of antenna, including dimensions and other specifications.
2. The name of the television service provider.
3. Plans showing the location of the installation and the manner in which the antenna will be installed and cables will be run (located).
4. Prior to installation, the owner shall also provide the Design Committee with a copy of any applicable governmental permit.

B. Atennas and Masts shall not be installed, used or maintained on or in the common areas of the project. No antenna or mast may encroach upon any common area, another owner's lot or home site, or the airspace of common areas, or another owners lot or airspace.

C. Except as otherwise provided herein and subject to the subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used and maintained on or in lots (as defined in the Declaration), provided, however, that:

1. No antenna shall be installed, used or maintained on any 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 Design Committee on or in any area if the installation, use or maintenance will involve a penetration through, alteration of, addition to, or modification of any area that is not within the exclusive use or control of the antenna user, including, without limitation, any area the Association is required to repair and/or maintain.
3. Subject to the provisions herein, antennas may be installed, used and maintained in the lots (as defined in the Declaration); provided however, that no antenna shall be installed, used, or maintained on any lot, 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 area that is not within the exclusive use or control of the antenna user and/or that the Association is required or permitted to repair and/or maintain.

D. If acceptable quality signals can be received by placing antennas and masts inside an existing improvement without causing an unreasonable delay or an unreasonable increase in cost then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations, which are not visible from neighboring properties or public rights of way unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:

1. Antennas and masts shall be placed in the least visually obtrusive location, which would not preclude reception of an acceptable quality signal.
2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from the antenna's location.
3. Antennas placed on the ground and visible from the street, neighboring properties or public rights of way must be camouflaged by existing landscaping or fencing, if such placement insures receipt of an acceptable quality signal.
4. If no landscaping or screening exists, the Design Committee may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend with surrounding background surfaces or to minimize visibility of the antennas.
5. The antennas and masts shall be painted to blend with the surrounding background surfaces to the extent that this will not preclude reception of an acceptable quality signal. No bare metal may be visible.
6. Exterior antennas shall be installed so as to be minimally visible.
    A. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. As used in this Antenna Installation Guideline, "...preclude reception of an acceptable quality signal..." means that reception would be impossible or would be substantially degraded.

E. Any installer of an antenna other than the owner shall provide the Design Committee with proof of such insurance as may be required by the committee from time to time. Masts must be installed by licensed contractors providing proof of such insurance as may be required from time to time by the Design Committee.

F. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of antennas and masts. Owners shall be responsible for repair or replacement if the exterior surface of the antenna or mast deteriorates.

G. Installation shall be performed in such a manner that it does not damage the common areas, lots, or improvements of other owners, or avoid any warranties of the Association or other owners.

H. In the event that the Design Committee reasonably determines that it needs to perform maintenance, which will require removal of any antenna, the owner shall remove the antenna. The Design Committee shall give the owner at least thirty (30) working days prior written notice, where practical to do so, in order that the owner may

coordinate with his/her service provider. Any relocation or removal 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.

I. No more than one antenna of each type of service may be installed on a lot by an owner.

J. Antenna installations shall not present any safety concerns and shall comply with all applicable statutes, codes, ordinances rules and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, codes, ordinances rules or regulations have been preempted by the FCC Rule. Installation of antennas and masts, which present potential safety concerns, will require compliance with the normal application process. The FCC has recognized that safety concerns may be presented by masts higher than twelve (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. Installation of such masts must be approved by the Design Committee. Any application for these masts must include a detailed description and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than twelve (12) feet. If the installation will pose a safety hazard to Association residents or personnel, then the Design Committee may prohibit such an installation. The notice of rejection shall specify the safety risks. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. Antennas shall not be located in the vicinity of electrical power lines or other electrical or power circuits and in no event shall antennas or mast be placed where they may come into contact with such power lines and circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded. Antennas are required to withstand winds of eighty (80) miles per hour.

K. Any tenant wishing to install an antenna or mast must seek permission through the homeowner/landlord.

L. 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 the Association acting through the Design Committee.

M. Owners who are members of the H.H.O.A . must confer with the condominium association board of directors separately for other approvals which may be required. Condominium associations may have additional and/or more stringent requirements related to installation of antennas and masts.

16. Exterior Lighting, Security Cameras, & Motion Sensors

a. Exterior lighting fixtures, motion sensors, and cameras may be mounted under the roof eaves. If a fixture is mounted on the gable end of the house it shall be mounted within twelve (12) inches parallel to the roof slope. The light source of such a mounted fixture shall not be visible from neighboring property.

b. Fixtures mounted on walls shall be mounted at or above the roof fascia line to minimize visibility from the street and neighboring property. The light source of this type of fixture, when mounted, shall not be visible from neighboring property.

c. Electric bulbs may not project more than forty-five degrees away from the parallel or perpendicular plane of the structure on which the fixture is mounted. (i.e., Not pointing outward or to the side.)

d. Quartz halogen flood lamp fixtures are permitted provided the light source is not visible from neighboring properties.

e. The light illuminating from an outdoor lighting fixture shall, at no time, be directed into an adjoining property or street. Any outdoor lighting fixture that generates a complaints, shall be redirected, relocated, or removed upon demand by the Association.

f. Exterior lighting fixtures, motion sensors, and cameras are to match the color of the eaves.

17. House Decorations

In general, tacked-on house decorations shall not be approved. However, decorations for holidays or special occasions are exempt and need not be submitted for approval provided they are not constructed or applied sooner than 30 days before the event and are removed within 15 days after the event. Also, decorations in common areas are encouraged to be limited to the 18” rock border, patio and or sidewalk. Decorations placed in other common area locations should not interfere with the landscape maintenance and the homeowner accepts and incurs full responsibility/liability for the decorations.

18. Tents and Temporary Structures

Tents and temporary structures such as lean to's, luau enclosures, etc., may be erected without Design Committee approval, provided the owner shall not continue to use the structure beyond the special event for which it is planned and shall expeditiously remove the tent or temporary structure after its use.

19. "Gingerbreading" and Trim

Scallops, shutters, decorative metal or wood trimmings and other such “gingerbread” decorations shall be disapproved unless they blend with the architecture of the dwelling, do not present a “tacked on” appearance and are not inconsistent with the intent and purpose of these Rules and Guidelines as determined by the Committee. Ornate decorations will generally not be approved.

20. Drop Blinds

Drop blinds for lanais and balconies may be used provided they meet the following criteria:

- **a.** No garish or bright colors shall be used.
- **b.** Blinds shall be rolled and/or adequately tied down during periods of high winds to avoid annoyance to adjacent owners.
- **c.** Blinds for multi-family projects shall be of a single standard design.

21. Disposal of Construction Waste and Debris

Each owner shall be responsible for disposing of construction waste and debris, and for keeping the public, private and common areas surrounding his property free of waste and debris at all times during construction.

22. Clothes Drying Areas

No outside clothesline or other outside clothes drying or airing facilities shall be permitted except within a fenced service yard and not visible from the street or neighboring properties. An owner may remove the huna muumuu (dry yard) constructed with his dwelling (if any) provided he makes alternate accommodations for drying in such a way that is not visible from the street or neighboring properties.

23. Mailboxes and Newspaper Tubes

Mailboxes and Newspaper Tubes shall be constructed of material compatible to the residential structure. Reflective surfaces will be subdued with non-reflective paint. These should be painted in a color that does not conflict with the color scheme of the Community.

24. Signs & Name Plates

No signs shall be erected or maintained upon any lot except:

- **a.** Signs required by legal proceedings.
- **b.** Residential identification signs of a combined total face area of one (1) square foot or less for each residence.
- **c.** During construction of any improvement, job identification signs having a maximum face area of six (6) square feet per sign.
- **d.** Not more than one "For Sale" or "For Rent" sign having a maximum face area of three (3) square feet, such sign to be situated on the premises for sale or rent.
- **e.** Family Name Signs, Home Sweet Home, Hana Sweet Hana, No Solicitors, Beware of Dog, etc. that meet the above requirements and are not mounted on siding.

25. Common Area Benches, Chairs, Lawn Furniture, Tables, etc.,

All Common Area Furnishings are to maintain a harmonious aesthetic relationships with the main structure, be made of vinyl, galvanized metal, plastic, treated wood, must be well maintained and attractive. Furnishings are acceptable only if placed within the border of the front porch area. No furniture that is not specifically designed for outdoor use will be authorized. No couches, love seats, etc., will be authorized.

26. Common Area Solar Lights and Tiki's

No open flame Tiki's will be approved for safety reasons. Solar lights are approved in general as long as they are decorative, maintained and have no negative impact on the landscapers ability to maintain the landscaping.

27. Wind Chimes and Hanging Plants

Any Wind Chime or Hanging Plant is to be removed if they generate complaints from the community or constitute a safety hazard. Wind Chimes and Hanging plants are to have a hanging length of no more then 2.5' and be mounted at least 2.5' from any door or window. Hanging plants are to weigh less than 10lbs. The homeowner accepts and incurs full responsibility/liability for any damage or injury caused by the hanging of plants or wind chimes.

28. Common Area Shoe Racks

Shoe racks are acceptable if placed within the border of the front porch area, are no larger than 3'x4'x1', are made of vinyl, galvanized metal, plastic, treated wood, must be well maintained and attractive.

29. Accessory Structures

No accessory structures shall be constructed or maintained upon any lot prior to the construction of the main structure, provided that this paragraph shall not apply to temporary construction shelters maintained for a period no longer than one (1) year during and used exclusively in connection of the main structure.

30. Underground Installation and Easements

The owner shall be responsible for determining the location of easements, utility lines, and underground installations prior to start of construction.

31. Trees

- **a.** No trees planted by Owner within ten (10) feet of the property line on any lot shall be removed or cut down without the approval of the Design Committee.
- **b.** Trees planted in the planting strips adjacent to public streets are subject to the rules of the City and County.
- **c.** Fruit Trees are not to extend beyond property fence line, overhang a neighbors private area or drop fruit in a neighbors yard. Trees that generate complaints from the community or constitute a safety hazard shall be redirected, relocated, or removed upon demand.
- **d.** Trees that are potted in large clay pots are preferred, in order to limit growth and possible root damage.

32. Holomoana Solar Installation Guidelines

- **a.** The Holomoana Design Committee has adopted rules for the residents of Holomoana to follow when installing a solar hot water heating system. The committee's primary concern is to achieve solar installations that will visually blend well with our residential community while retaining an efficient solar system.

b. Solar Installation Guidelines for Holomoana

1. No part of the installation can extend more than 30 inches above any roof surface, flat or sloped. Upon review of existing installations we have established 30 inches as the highest point the solar installation should extend above the plane of the roof before it begins to dominate the roofline. This height of 30 inches allows for all existing systems to be installed in Holomoana. The smaller the angle between the roof and the collector's surface the better the solar collectors will blend with your roofline.
2. The collector frame, piping and other roof accessories in areas visible to the public must be painted a flat black or the color of the roof on which it is located. This on the roof will make the installation less visible. (Copper piping need not be painted.)
3. Minimize the amount of visible piping. This will reduce clutter on your roof.
4. Collectors, which are mounted on racks to attain a proper angle, are not required to have the racks enclosed. However those wishing to enclose the racks must obtain Holomoana Design approval. In most cases enclosures around the supporting frames begin to draw attention to the installation by making the system more visible and bulky while an installation with no enclosures will appear less visible if the supporting racks are properly painted.
5. Mount the collectors so that its edges are parallel to the edges of the roof. This makes the lines of the collector blend better with the lines of the home.

33. Landscaping

a. The owner shall, 90 days after taking occupancy of the new dwelling, commence landscaping the lot and thereafter satisfactorily maintain the completed landscaping in accordance with the requirements listed below.

b. The owner shall not be responsible for landscape the front yard and planting strip(s) between the sidewalk and the street or curb line.

c. What constitutes "completed landscaping" shall be decided by the Design Committee, but as a minimum grading, weeding (removal of all noxious weeds and vegetation), soil preparation, finished seeding or planting of a suitable ground cover, and the planting or emplacement of customary plant and non-plant landscaping materials to a sufficient degree that the majority of the committee members agree that the area or lot in question is a "completed landscape" rather than primarily "red dirt and weeds" will determine whether the landscaping requirements of these rules and regulations have been met.

d. All landscaped areas will be maintained in a neat and attractive manner, consistent with any surrounding common areas and shall conform to any additional landscape maintenance standards established in the Design Guidelines.

e. Lots fronting on two streets shall be landscaped along both frontages. Any portion of a lot visible to a street or neighboring property will be maintained in a good and clean condition. Owners of properties with electrical junction boxes are responsible for insuring that the junction box area is kept in a good and clean condition.

f. What constitutes a "good and clean condition" as it pertains to the maintenance of completed landscaping on any lot shall be determined by the good judgment of the majority of the members of the Committee.

g. Vegetable gardens are not acceptable as landscaping for yard areas of planting strips located along any adjoining street or common area.

h. Each owner shall maintain the grade and ground cover of the Owner's Private Yard Area as to prevent soil erosion and, excessive water run-off onto any neighboring Private Yard Area or Common Area, and the ponding of any water on the Private Yard Area.

34. Applied Solar Tints and Films

Highly reflective solar tints and films for windows are discouraged. No submittal for design review is necessary for non-reflective type tints. However, reflective tints must be submitted to the Design Committee for review and approval before installation.

35. Basketball Equipment Standards (Permanent & Portable)

An application form must be submitted to the Design Committee for all permanent and portable basketball equipment located on a homeowner's lot, showing the location and the design of the equipment. Basketball equipment will not be permitted in small backyards or anywhere in close proximity to adjacent homes, parking structures, or streets. Permanent basketball equipment may not be installed against the front of a gable roof garage wall or on the hip/ flat roof eave of a garage roof, provided the equipment location meets the requirements outlined below. Placement of permanent or portable basketball apparatus with the back of the backboard facing a neighbor's property, common garage area or street, IS DISCOURAGED because of the possible damage and nuisance over-thrown balls will cause to the adjacent property. The homeowner accepts and incurs full responsibility/liability for any damage or injury caused by the use of basketball equipment. Self-supporting portable equipment is to be stored in an enclosed garage or other location not visible from the street after use.

APPENDIX

A. Construction without Permit

Any homeowner who has made an addition, modification or alteration on or within his Lot, or who performs any other work which, under the provisions of the Design Rules or the DCCR's, requires prior approval of the Design Committee, without first obtaining a Holomoana Home Owners Association Design Permit, shall, upon notification by the Holomoana Home Owners Association via certified mail: (1) immediately cease and desist from any and all further work, and (2) within thirty (30) days of said notice, return the Lot to its condition prior to commencement of the work or, in the alternative, obtain written approval from the Design Committee for the addition, modification or alteration to said Lot.

B. Construction Different from Plans

The homeowner whose construction or material changes have deviated from approved plans is subject, upon notification by certified mail, to make immediate corrections per the approved plans, within thirty (30) days, or to submit revised plans within seven (7) days for the committee to review and, if acceptable, approve.

Holomoana at Sea Country Design Review Guidelines
Acknowledgment

I, _____, Tenant of _____, Legal Home Owner/Agent of Legal Home Owner of a Holomoana at Sea Country condominium Association unit located at _____ Waianae, HI 96792, have Read and agree **not to alter, add to, or modify any portion of the outside structure or landscaping.**

Any alterations or additions must first be submitted to the Legal Homeowner or owner's agent. Legal Homeowner must submit Design Review forms for tenant.

Tenant agrees to read and follow all Design Review Guidelines

_____

Print Tenant Name

_____

Tenant Signature *Date*

Holomoana at Sea Country Satellite Dish Acknowledgment

I, _____, Tenant of _____, Legal Home Owner/Agent of Legal Home Owner of a Holomoana at Sea Country condominium Association unit located at _____ Waianae, HI 96792, acknowledge that no Satellite dishes may be installed without express permission from the homeowner.

A Design Review form must be filled out and turned in by the homeowner before the dish can be installed. A Holomoana at Sea Country representative must be present when dish is being installed.

_____

Print Tenant Name

_____

Tenant Signature *Date*

Application for Approval of Modifications
Additions or Improvements

Address: _____ Lot No._____

Names of all legal owners: _____

_____

Contact person for this application: _____

Phone Number: _____ Email: _____

Brief description of proposed work: _____

_____

_____

_____

_____

_____

General Contractor(s): _____ Phone # _____

License Number(s): _____

IMPORTANT! The property owner has the sole obligation to submit plans to the association for approval. The association may reject plans, materials or products submitted by owner or parties other than the property Owner. (Use additional paper if needed)

By signing below, Applicant understands and agrees to all terms and conditions within Sea Country Master Documents and Holomoana Documents.

Pre Construction:

Owner Names_____ Signature_____Date_____
Owner Names_____ Signature_____Date_____
SCPM[1] Signature_____Title_____Date_____
HDRC[2] Signature _____Date_____

Mid Construction Inspection:

Owner Names_____ Signature_____Date_____
Owner Names_____ Signature_____Date_____
SCPM Authorized Signature_____Title_____Date_____

Post Final Inspection:

Owner Names_____ Signature_____Date_____
Owner Names_____ Signature_____Date_____
SCPM Authorized Signature_____Title_____Date_____
HDRC Signature _____Date_____

IMPORTANT. Final approval for modification will not be granted until Post final inspection.

1Sea Country Property Manager
2 Holomoana Design Review Committee

Design Review Matrix and Fee Schedule

Design Review Request form:

The request is a three phase form, with three signing points throughout the project by the homeowner and committee. The final approval will only be granted after completion and walkthrough with the homeowner and committee member or committee appointed representative. (See attached form)

The completed form should list all work to be performed, submitted with a drawing. Site walk through and explanation of DCCR regulations with homeowner should be performed before pre-construction sign off.

A mid-construction walk-through and inspection needs to be performed, before sign off of mid-construction phase.

Final inspection walk through with all Design Review request completed before final approval is granted.

Design Review Level Scale Matrix:

0 Level/ fee $0:

Any request that has been pre-approved by the Board (i.e. Approved screen doors, security lighting, storage units, solar PV systems, satellite dishes, etc.) the cost to the home owner will be free, but still must follow all Design Request Guidelines.

The association will provide plans of specification and model numbers to home owner to use this level.

0A Level/ fee $0:

Any form of landscape request that has grass, bushes, trees and non-cemented stones or paver type bricks. NO electrical, plumbing, cement, or sprinkler systems are allowed at this level.

Low level/ fee $25:

Any non approved screen doors, Security lighting, storage units. Any form of permanent sprinkler system.

Mid-Level/ fee $75:
Any form of backyard cement work and electrical work.

High Level/ fee $150:
Any form of structural additions. Any form of modification to the outside of the structure. Any decking (Excluding cement) that is attached to the dwelling. Any form of structure that is built within the backyard of the unit.

High level request will be approved by the board before construction may begin.

Fee explanation:
Any level the homeowner request fee falls under will cover any lower level work. For example, if a homeowner is installing a cement patio slab the Design request fee will be $75 dollars and the owner may perform any type of work from level 0 to mid-level with that single fee as long as it is on the request form and approved by the committee.

Sea Country Master Association
Sea Country Club

Located on PAKEKE Street in Waianae, HI, the ***Sea Country Club*** Recreation Area consists of a clubhouse with a sink, food prep area, a barbecue grille, 2 restrooms, and a pool.

The use of all facilities shall be at the sole risk of the owners, residents, and guests. Sea Country Master Association and its Board of Directors assume no liability for any loss or injury that may occur while using the Recreation Area. Parents and/or guardians are expected to utilize reasonable judgment in determining that their children are adequately and safely supervised whenever they are present at the recreation area. The clubhouse is available on a reservation basis only. Home owners can rent the Clubhouse on weekends. The Swimming Pool is open during the hours listed below:

- Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday

  8:00 AM to 9:00 AM (Adult Swim)
  8:00 PM to 9:00 PM (Adult Swim)

- Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday

  9:00 AM to 8:00 PM (Open to ALL Residents)

- Monday Closed

Private Party Reservations **will not be accepted** on the following major holidays:

New Year's Day	**Day after Christmas Day**
Presidents Day	**Mother's Day**
Memorial Day	**Father's Day**
Independence Day	**Veterans Day**
Labor Day	**Martin Luther King Day**
Thanksgiving Day	**Easter Day**
Christmas Day	

SWIMMING POOL AND CLUBHOUSE RULES

1. Sea Country Master Association does **not** employ the services of a Life Guard; therefore, swimmers will use the pool at their own risk at all times.

2. The use of the Clubhouse or Recreation Area for profit or commercial use is **prohibited**. (Community Functions are allowed)

3. All persons in the pool area must have a wrist band or Sea Country ID card. Any person without a wrist band or Sea Country ID card will be evicted from the pool and clubhouse facilities.

4. Each home owner of a residential household will be limited to **4 guests** at any time. More than 4 guests shall be considered a party and pre-arrangements must be made with the Sea Country Association Office. Tenants are not allowed guests.

5. Guests **must** be accompanied by the inviting resident host at all times.

6. Parents and/or guardians are responsible for the safety and conduct of their children. Any child not proficient in swimming must be accompanied by a responsible, proficient, resident swimmer at all times.

7. All Pool users must be competent swimmers or must be accompanied by a competent swimmer.

8. Swimming is **allowed** in proper swimming apparel only.

9. Swimmers **must** remove all hair pins, bobby pins and hair rollers before entering the water. These items will damage the pool equipment.

10. All bathers **must** shower before entering the pool. All bathers **must** shower after using the restroom.

11. After using the swimming pool, bathers shall dry themselves thoroughly before entering the clubhouse.

12. Any personal items left at the pool or dressing area will be considered abandoned and will be subject to disposal.

13. **No** Pets permitted in the Recreation and pool area (Except for special needs dogs).

14. **No** Bicycles, skateboards, roller skates, roller blades, scooters, ball playing, or running in the Recreation and pool area.

15. **No** Running, pushing, or shoving in the pool or recreation areas.

16. **No** Diving, Jumping, or cannon-balling into the pool.

17. **No** Boisterous and loud conduct in the pool area. Earphones or headsets **must** be used at all times with any radio, tape recorder, MP3 players, disc players, etc.

18. Live music, karaoke, or other sound amplifying devices **are permitted** only at Reserved Private Party functions.

19. **No** Rafts, large toys, surfboards, or other equipment in the pool or pool area.

20. **No** food or drink on pool deck or Pool area.

21. **No** glassware, bottles, ceramics, chinaware, or other breakables in the pool area.

22. **No** chewing Gum, sunflower seeds, or fingernail polish in pool or clubhouse areas.

23. **No** coolers allowed in pool area

24. All used paper cups, plates, and trash should be deposited in the trash bin provided for that purpose.

25. Pool furniture may **not** be reserved nor removed from the pool area.

26. **No** clubhouse furniture may be removed from clubhouse or placed in the pool area.

27. Clubhouse cooking equipment, utensils, party tables and chairs will only be used with a pre-reserved party.

28. No playing in clubhouse. (Except table board games, card games, etc.)

29. No playing or loitering in restrooms.

30. No Barbecue grilles allowed on the pool deck.

31. Use of personal barbecues, hibachis, etc., are prohibited within the recreation area.

32. No alcohol in clubhouse or pool facilities.

PLEASE NOTE: THE RESIDENT MANAGER HAS THE FINAL SAY ON POOL OR CLUBHOUSE VIOLATIONS AND HAS FULL AUTHORITY TO REMOVE VIOLATORS FROM THE POOL / CLUBHOUSE AREA AS HE OR SHE DEEMS APPROPRIATE.

Board of Health Regulations requires the following:

The operator of a public swimming pool shall enforce the following rules and list them on a placard posted either at the public swimming pool or in the dressing rooms:

(1) All persons using the public swimming pool shall take a cleansing shower bath before entering the public swimming pool. Any bather leaving the public swimming pool to use the toilet shall take a second cleansing shower bath before returning to the public swimming pool;

(2) Any person having an infectious or communicable disease shall be excluded from the public swimming pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the pool;

(3) Spitting, spouting of water, and blowing the nose in the public swimming pool shall be strictly prohibited;

(4) Infants and toddlers to prevent contamination of the public swimming pool shall use swim diapers;

(5) The public swimming pool shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the public swimming pool until such substances are removed. A closed system public swimming pool shall be disinfected before the pool is reopened for use. An open system public swimming pool shall be kept closed until it is determined that the water quality meets the standards set by this chapter; and

(6) Pets are not allowed in a public swimming pool.

SWIMMING POOL AND CLUBHOUSE RULES
Acknowledgment

I, _____, Tenant of _____, Legal Home Owner of a Sea Country Master Association Home/ condominium unit located at_____, Waianae, HI 96792, have Read and agree to abide by all Sea Country Club Swimming Pool and Clubhouse Rules.

_____
Print Tenant Name

_____
Tenant Signature *Date*

Sea Country Master Association
Sea Country Club

Important Notice
Please Read Carefully

Home owners wishing to obtain a confirmed Party Reservation Date must fill out and return to the Sea Country Association Office a Clubhouse Usage Contract and pay all usage fees and deposits by check in the amounts of:

$110 for reservation of the Clubhouse from 9am - 9pm and $100 security deposit

Please make checks payable to:
Sea Country Community Association.

Party Reservation Date(s) will be confirmed only after contract has been received by the Sea Country Association Office and all fees have been paid

Sea Country Master Association
Sea Country club

CLUBHOUSE PARTY RULES

1. Use of the ***Sea Country Club*** clubhouse and barbecue area is open to all home owners wishing to hold private functions that are non-commercial and non-business related in nature. Reservations must be made in advance with the Sea Country Association Office. Reservations shall be approved on a first come, first served basis. **A $100.00 refundable security deposit* and a $110 fee for 9am - 9pm usage** are required before the reservation can be confirmed. Security deposit and usage fee shall be paid by **check only**. (*as long as the clubhouse and pool area is left in the same clean condition it was found)

2. **No** furniture, appliances, equipment, or furnishings belonging to the clubhouse may be removed from the clubhouse or recreation area.

3. All garbage and trash must be wrapped and bagged and removed from the premises. Any spillage from the removal of garbage and trash must be completely cleaned up. ***ANY RESIDENT FAILING TO DO SO WILL FORFEIT THEIR ENTIRE SECURITY DEPOSIT.***

4. Parties are not to exceed a **maximum of 50 guests**.

5. Reservations may be placed no more than **90 days** in advance.

6. All barbecues used must be cleaned. **Failure to clean any grill used will result in a $25.00 cleaning charge.**

7. Use of personal barbecues, hibachis, etc. are **prohibited** within the recreation area.

8. Live music, karaoke, or amplified music will be permitted for three hours only (between the hours of Noon to 7pm) during any reserved party. (For example: Noon to 3pm, 2pm to 5pm, 4pm to 7pm, etc)

9. The pool and pool deck area are **not** reserved for party usage; they are for all resident enjoyment.

10. Sea Country club Wrist bands will be issued to distinguish party participants. All residents and party guests participating in the party MUST wear issued wrist bands.

11. Any person in the pool area without a wrist band or Sea Country ID card will be evicted from the pool and clubhouse facilities.

12. Alcohol usage will forfeit $100 pool party deposit

13. Propping open of pool gate will forfeit $100 pool party deposit.

14. **No** pets allowed at pool party. Pets at pool party will forfeit $100 pool party deposit.

15. **No** food or drink on pool deck or Pool area.

I have read and agree to all of the above party rules

Signed_____ Date_____

Sea Country Master Association
Clubhouse Usage Contract

A non-refundable user fee of one hundred and ten dollars ($110) for all day, 9am - 9pm, and a refundable security deposit of one hundred dollars ($100.00) are required when reserving the clubhouse and barbecue areas for a home owner's sole and exclusive use as described in the *Swimming Pool and Clubhouse Rules* and the *Clubhouse Party Rules*, and prohibits any business-related or commercial function (except Community Functions). The user fee is used for the maintenance and upkeep of the physical building, furniture, appliances and any other equipment available in the Clubhouse for use by the resident host and his or her guests. The resident host is responsible for leaving the Clubhouse in the same condition it was found.

1. All tables and chairs must be restored to their original places, all tables cleaned, Clubhouse floor swept, and damp mopped. All spills must be wiped up. All rubbish must be bagged and removed from the premises. If the clubhouse barbecues are used, this area must also be cleaned. _____

2. Food Prep counter, sink, refrigerator/freezer, storage room, and appliances are cleaned. All leftover food must be removed. _____

3. Lights and fans are turned off. Patio doors are closed and locked. _____

4. Keys, if used, are promptly returned to the Resident Manager. _____

5. No alcohol in clubhouse or pool facilities. _____

6. Home Owner has read and agrees to abide to all party rules _____

The Home Owner shall be present during the event and assumes all personal responsibility and liability for his or her actions and the actions of his or her guests, including any property damage or accidents. No smoking is permitted in any areas of the clubhouse facilities. The Manager or agent will inspect the Clubhouse after the function concludes and for determining if a refund of the Security Deposit is appropriate. If cleaning or damage to the property exceeds the one hundred dollars ($100.00), the Home Owner shall be responsible to pay the additional amounts.

Reservation Date_____ Time from_____ To_____ Number of Guest_____

Type of function: _____

I will be using and responsible for: Tables _____ Chairs _____ Barbeque _____

Home Owner Name_____

Address_____ Contact Number_____

---------- ----------

Home Owner's Signature Date Manager's Signature Date

MEMORANDUM

TO: All Residents of Holomoana at Sea Country
FROM: Randell Barnett, General Resident Manager
RE: New Parking Enforcement.

Dear All Holomoana Residents:

Holomoana at Sea Country has hired a new tow Company to enforce our parking regulations. VIP Towing 808-725-9456.

There is no *parking* anywhere on the roadways in Holomoana. Please inform ALL of your guests about the parking regulations. They will be strictly enforced.

Holomoana has a very limited amount of Guest stalls on each street. Guest parking stalls are for Guests only. Any Resident parking in a guest stall will be subject to towing day or night.

Parking partially any more that 6" into the roadway from your driveway is prohibited and will be a towing offence. No resident may park sideways on their driveway; vehicles must be parked head in or backed in straight.

If you have any questions about the parking policy, please call Randell Barnett (General Resident Manager) at 630- 7157. You still currently will be responsible for having a complete understanding *of* the No Parking areas and for notifying all guests visiting you.

Towing will be random. This means the tow company could show up at any time of the day or night without notice. Cars parked illegally will be towed off the property.

If you park illegally, one day and do not get towed, this does not mean you will never be towed. It just means you got lucky that day. Please don't take any chances as this is a ***very costly*** mistake.

If you have any questions about this, Please call **Randell Barnett** at 630-7157.

MEMORANDUM

TO: Residents of Sea Country Master Association
FROM: Randell Barnett, General Resident Manager
RE: "**No Parking"** areas for Sea Country Master Association

Dear Residents:
Sea Country Master Association has hired a new tow Company to enforce our parking regulations. VIP Towing 808-725-9456

Remember: Whichever side of the street you see a **No Parking** sign, do not park *anywhere* that is designated NO PARKING.

There is ***no parking*** anywhere between the "*begin no parking*" and the "*end no parking*" signs.

Please inform ALL of your guests about the parking regulations. They will be strictly enforced.

Vehicles will be towed without warning for:

1. Any Vehicle that is parked backwards on the road

2. Any Vehicle on their front lawn area

3. Any Vehicle over the sidewalk

4. Any Vehicle parked within 10 feet of a fire hydrant

5. Any Vehicle within 10 feet of an intersection

6. Any Vehicle in a handicap sidewalk ramp area

7. Any vehicle that has an expired registration tag or safety inspection sticker or nonoperational cannot be parked on roadway or in front yard driveways any vehicle in this condition will also be towed at owners expense.

Sea Country community association enforces all city parking ordinances by towing the vehicle.

If you have any questions about the parking policy please call Randell Barnett (General Resident Manager) at 808-630-7157. As of March 23, 2010, you will be responsible for having a complete understanding of the No Parking areas and for notification of all guests visiting you.

Towing will be random. This means the tow company could show up at any time of the day or night without notice. Cars parked illegally will be towed off the property.

If you park illegally one day and do not get towed, this does not mean you will never be towed. It just means you got lucky that day.

Please don't take any chances as this is a ***very costly*** mistake.

If you have any questions about this, please call **Randell Barnett** at 808-630-7157
Mahalo!

Holomoana at Sea Country Parking Regulation

Acknowledgment

I, _____,Tenant of _____, Legal Home Owner of a Holomoana at Sea Country and Sea Country Master Association Home/condominium unit located at _____ Waianae, HI 96792, have read and agree to all of the parking Regulations of Holomoana at Sea Country and Sea Country Master Association.

I agree that breaking any one of Holomoana at Sea Country and Sea Country Master Association Home/condominium parking infractions could result in my or my guest's vehicle being towed at vehicle owner's expense.

I have read the Sea Country Parking Regulations carefully.

_____

Print Tenant Name

_____

Tenant Signature *Date*