



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.

Sea Country Community Association 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: Sea Country Community Association
87-2000 Pakeke St.
Waianae, HI 96792

This Welcome packet includes:

1. Tenant Data Card.
2. Sea Country Master Key Rules. **Rules receipt page**
3. 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**
4. Design Review form for satellite TV. **(Direct TV or Dish network)**
5. Pool & Clubhouse Rules. **Rules receipt page**
6. Clubhouse Party information and rules.
7. Parking Regulations. **Regulations receipt page**

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



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.
- 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 and Clubhouse ID Cards.

**Please return within 7 days of
tenant move in date.**

Sea Country Community Association
CONFIDENTIAL
PERSONAL DATA CARD

LOT NUMBER _____

DATE _____

OWNER:

NAME _____
ADDRESS _____
PHONE _____
EMAIL _____

TENANT:

NAME _____
ADDRESS _____
PHONE _____
EMAIL _____

RECEIPT OF HOUSE RULES:

Sea Country Master YES NO
Holomoana YES NO
Wailana YES NO

RECEIPT OF HOUSE RULES

RECEIPT OF HOUSE RULES:

Sea Country Master YES NO
Holomoana YES NO
Wailana YES NO

RECEIPT OF HOUSE RULES

SIGNATURE

SIGNATURE

RENTAL AGENT:

COMPANY _____
AGENT _____
ADDRESS _____
PHONE _____
EMAIL _____

LEASE:

ISSUED _____
EXPIRES _____
FILED WITH ASSOCIATION OFFICE
YES NO

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.

OWNER EMERGENCY CONTACT (NOT LIVING IN HOME):

Name _____ Relationship _____ Phone _____

TENANT EMERGENCY CONTACT (NOT LIVING IN HOME):

Name _____ Relationship _____ Phone _____

ON-SITE INFORMATION:

VEHICLE 1

COLOR & YEAR _____
MAKE & MODEL _____
LICENSE PLATE _____

VEHICLE 2

COLOR & YEAR _____
MAKE & MODEL _____
LICENSE PLATE _____

VEHICLE 3

COLOR & YEAR _____
MAKE & MODEL _____
LICENSE PLATE _____

VEHICLE 4

COLOR & YEAR _____
MAKE & MODEL _____
LICENSE PLATE _____

PERSONS TO RESIDE IN HOME, OTHER THAN NAMED ABOVE. (INCLUDE AGE IF UNDER 18)

NAME _____ NAME _____ NAME _____
NAME _____ NAME _____ NAME _____
NAME _____ NAME _____ NAME _____

PET(S):

NAME(S) _____
TYPE(S) _____
COLOR(S)/DESCRIPTION(S) _____
CHIPPED? _____

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

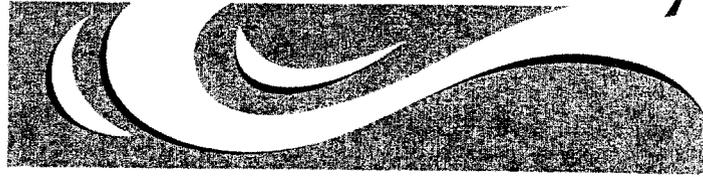
I, _____, Tenant of _____,
Legal Home Owner/Agent of Legal Home Owner of a Sea Country
Community Association unit located at _____
Waianae, HI 96792, have read and agree to abide by all Sea Country
Declaration of Covenants.

Print Tenant Name

Tenant Signature

Date

Sea Country



**SEA COUNTRY
MASTER ASSOCIATION
REVISED
DESIGN COMMITTEE
RULES AND
GUIDELINES**

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SEA COUNTRY MASTER ASSOCIATION REVISED DESIGN COMMITTEE RULES AND GUIDELINES

Introduction

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

I. The Sea Country Master Design Philosophy

Sea Country 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 balanced by the responsibility to protect the covenants, which are for the benefit of all property owners within Sea Country. Administration of these covenants has been assigned to the Design Review Committee. The primary purpose of the Design Review 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 "trendy" designs or materials that are faddish and of short-lived stylishness. The Design Committee is continually striving to upgrade the quality of design improvements in Sea Country. 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 Sea Country 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 Sea Country 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 Review 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 Sea Country Master 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 Review 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 Sea Country, or (d) the execution and filing of an estoppels 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 Sea Country, 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 Review Committee to guide its deliberations.

Design Review 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 Sea Country Master 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 of 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 including 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 514B, 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 514B, Hawaii Revised Statutes (1995 Repl.), as amended.

Association: The Sea Country Master Association, The Association of Home Owners of Holomoana at Sea Country, The Association of Home Owners of Wailana 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 Sea Country Master Association.

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

Community: Shall refer to The Sea Country Master Association, The Association of Home Owners of Holomoana at Sea Country, The Association of Home Owners of Wailana at Sea Country, consisting of all 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, 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 areas 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 Review Committee approval obtained prior to obtaining other required permits or beginning any construction. These Design Review Committee procedures are designed only to comply with the Sea Country Master planning and design standards. 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 Sea Country Master Association Office or Recreation Center or Sea Country Resident Manager.

Step 2: Prepare your drawings as follows:

a. **Plot plan** (scale 1 inch=20 feet): The plot plan 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 importantly, 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) copy of your drawings to the Sea Country Master Design Committee, located at the Resident Managers Office. 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, a Sea Country Master 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 Review 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 the work contained in approved plans is performed in accordance with these rules and regulations and the Sea Country Master 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 Sea Country Master Design Committee.
2. Submit your final plans to the Design Review Committee for review and to obtain a Sea Country Master 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 a Sea Country Master 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 Sea Country Master Design Review 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 a Sea Country Master Design Approval Permit.
4. Submit your plans, with the Sea Country Master 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 Review 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, Enclosed 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 *pre-approved* standards by the Board (i.e., approved screen doors, security lighting / cameras / motion sensors, hanging plants / chimes and storage units) will be at no cost to the home owner, but still must follow all Design Request Guidelines. The Association will provide plans or specification and model numbers to the homeowners whose request falls into this category. 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 Sea Country Master Association Resident Manager's 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 Sea Country Master Design Permit and established by the Design Committee will be required to submit a new Sea Country Master Application for Design Committee Approval along with all pertinent plans and specifications as appropriate, for reconsideration by the Committee and issuance of a new Sea Country Master 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 of 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 Review Committee.

Note: The Design Review 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 swales altered during a modification or alteration of 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 Sea Country Master 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, notwithstanding 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. Sea Country Master Walls and Fences. Walls and fences owned by the Sea Country Master Association shall not be removed for work on any owner's lot without the prior written approval of the Sea Country Master Association. A bond may be required to ensure that walls and fences owned by Sea Country Master Association will be restored to their original condition, including replacement of trees and any other previously installed landscaping.

d. Change in Height. No Sea Country Master Association wall or fence shall be changed in height by an adjacent owner without the prior written approval of the Sea Country Master 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 Review 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 Review 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 Review Committee.
- e. Enclosed Lanai.** Refer to 10a, "Rooms," above.

11. Visibility from Neighboring Property or Street

The Design Review 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 "not in harmony" with the neighboring property or streets. If the design of the addition "crowds" the neighbors or adjacent street, the Design Review 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 sheds, gazebos and tool sheds and similar structures, which are visible from a street or adjacent property, shall be submitted to the Design Review Committee for review and approval. Each will be considered on individual merit.

14. Gutters

Gutters and down spouts are approved by the Design Review 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:

a. Background

These guidelines for the installation of antennas and satellite dishes are adopted by the Design Review Committee of Sea Country Master 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.

b. 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.

c. 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 514B, 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.

d. 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:

- e. **Any owner proposing to install an antenna shall provide the SCMA Design Review 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 Review Committee with a copy of any applicable governmental permit.
- f. **Antennas 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 owner's lot or airspace.**
1. 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:
 2. No antenna shall be installed, used or maintained on any area that is not within the exclusive use or control of the antenna user;
 3. No antenna shall be installed, used or maintained without the prior written consent of the Design Review 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.
 4. 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.
- g. **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.
 1. 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.
- h. **Any installer of an antenna other than the owner shall provide the Design Review 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 Review Committee.**
 - i. **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.
 - j. **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.**
 - k. **In the event that the Design Review 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.
 - l. **No more than one antenna of each type of service may be installed on a lot by an owner.**

m. 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 Review 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 Review 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 masts 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.

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

o. 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 Review Committee.

p. Owners who are members of the Sea Country Master Association must confer

with the Association Board of Directors separately for other approvals which may be required. 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 complaint, 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 that they are not constructed or applied sooner than 30 days before the event and are removed within 15 days after the event.

18. Tents and Temporary Structures:

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

19. "Gingerbread" 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.

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 (1.5) square feet 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. Front Area Benches, Chairs, Lawn Furniture, Tables, etc:

All front Area Furnishings are to maintain a harmonious, aesthetic relationships with the main structure, be made of vinyl, galvanized metal, plastic or treated wood and 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. Front Area Solar Lights and Tiki's

No front yard open flame Tiki's will be approved for safety reasons. Solar lights are approved in general as long as they are decorative, properly 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 than 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. Porch Area Shoe Racks

Shoe racks are acceptable if placed within the border of the front porch area, are no larger than 3'x 4'x 1', are made of vinyl, galvanized metal, plastic or treated wood and 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 Review 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 neighbor's private area or drop fruit in a neighbor's 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. Solar Installation Guidelines

- a.** The Sea Country Master Design Review Committee has adopted rules for the residents of Sea Country Master 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 water heating system.
- b.** Solar Installation Guidelines for Sea Country Master Association
 - 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 that 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 Sea Country Master. 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 same color of the roof on which it is located. Use of black or a matching roof color 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 Sea Country Master Design Review Committee 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 the 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, within 90 days after taking occupancy of the new dwelling, commence landscaping their lot, and thereafter satisfactorily maintain the completed landscaping in accordance with the requirements listed below.
- b.** The owner shall be responsible for landscaping 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 Review Committee. At the very minimum, this shall include 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." Completion of these requirements will determine whether or not 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 Review Guidelines.

- e. Lots fronting on two streets (corner lots) 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 or 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 Review Committee for review and approval before installation.

35. Basketball Equipment Standards (Permanent & Portable)

No permanent Basketball hoops and backboards will be permitted in Sea Country Master Association. Portable Basketball hoops and backboards will be permitted only if stored in your back yard below the fence line. No portable basketball hoops will be permitted on sidewalks or roadways. No unattended portable basketball hoops are allowed.

APPENDIX

A. Construction without Permit

Any homeowner who has made an addition, modification or alteration on or within his / her 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 Review Committee without first obtaining a Sea Country Master Association Design Permit, shall, upon notification by the Sea Country Master 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 Review Committee for the addition, modification or alteration to said Lot.

B. Construction Different from Plans

Any homeowner whose construction or material changes have deviated from the approved plans is subject, upon notification by Certified Mail, to make immediate corrections to comply with the approved plans within thirty (30) days, or to submit revised plans to the Design Review Committee within seven (7) days for review and, if acceptable, Committee approval.

Sea Country Design Review Guidelines
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 **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 the tenant.

Tenant agrees to read and follow all Design Review Guidelines.

Print Tenant Name

Tenant Signature

Date

Sea Country Satellite Dish
Acknowledgment

I, _____, Tenant of _____, Legal Home Owner/Agent of Legal Home Owner of a Sea Country community 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 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.

Pre Construction:

Owner Names _____ Signature _____ Date _____
Owner Names _____ Signature _____ Date _____
Authorized Signature _____ Title _____ Date _____

Mid Construction Inspection:

Owner Names _____ Signature _____ Date _____
Owner Names _____ Signature _____ Date _____
Authorized Signature _____ Title _____ Date _____

Post Final Inspection:

Owner Names _____ Signature _____ Date _____
Owner Names _____ Signature _____ Date _____
Authorized Signature _____ Title _____ Date _____

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



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: 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!

Sea Country Community Parking Regulation
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 all of the parking Regulations
of Sea Country Community association.

I agree that breaking any one of Sea Country community Association's
parking infractions could result in my or my guest's vehicle to be towed at
vehicle owner's expense.

I have read the Sea Country Parking Regulations carefully

Print Tenant Name

Tenant Signature

Date