



(rev. 3/23)

## BOARD POLICIES AND HOUSE RULES FOR OWNERS

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### BOARD POLICIES FOR OWNERS

#### 1. GENERAL

Each owner or agent of an owner ("Owner") must observe these Board Policies and House Rules ("Owner Rules"). Portions of these Owner Rules are also applicable to three categories of visitors: (1) guests renting a unit on a short-term basis ("Renter"), (2) Owner guests, Owner guests' visitors and Owner long-term renters, and (3) contractors and workers requested to perform services on a unit at Polo Beach Club ("Worker"). Board Policies and House Rules specific only to these three categories of visitors may be obtained from the Association office. The term "Resident" as used in these Board Policies and House Rules refers to the individuals currently occupying a unit at Polo Beach Club and includes Owners, Renters, and guests.

The Polo Beach Club AOA ("Association") office is open Monday through Friday (8:00 a.m. to 5:00 p.m.) except for major holidays and certain state holidays. The Polo Beach Club managing agent (the "Manager") is generally on the premises Monday through Friday (8:00 a.m. to 5:00 p.m.), except for major holidays and certain state holidays. The Association office can be reached by dialing (808) 879-8847.

Any violation of Owner Rules should be promptly reported to the Association office or to a member of the Board of Directors ("Board").

If a violation occurs when the Association office is closed and a Board member cannot be reached:

- If it IS an emergency, call 911.
- If it is NOT an emergency, call an on-site employee by dialing (808) 269-3663. If no one responds in five minutes, continue to call until a response is received.

## 2. COMMON SENSE POLICY

As a community, Polo Beach Club must rely on all Owners' common sense, common decency, good manners and consideration for others. Owners and their guests must also take responsibility for the security of their units and their belongings. Likewise, all Owners must rely on the Board to be fair, to not be arbitrary and to be reasonable in the enforcement of any rule and the imposition of fines or late fees.

## 3. COURTESY POLICY

The success of the Polo Beach Club Association depends upon the quality of the relationships among the Association, its employees ("Employees"), Owners, and other Residents. All Owners are expected to communicate with other Owners, Employees, Residents, and invited guests in a respectful, honest, and courteous manner.

Owners and other Residents must not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Owners, Residents, or their invited guests, or directed at management, its agents, its employees, or its vendors.

In the event of a dispute between an Owner and an Employee or Resident, the Owner, the Employee, or the Resident may contact the Manager or a member of the Board of Directors. Each dispute will be handled on a case-by-case basis. Violations of this Courtesy Policy are subject to warnings, fines, and other enforcement actions as defined in the Enforcement Policy below.

## 4. NON-DISCRIMINATION POLICY

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

- a. in granting or withholding any approval or consent required under the Owner Rules;
- b. in enforcing requirements of the Owner Rules about occupancy of the units; and
- c. in processing requests of disabled Residents to: (i) make reasonable modifications to a unit or the common areas at the disabled Resident's own expense; and (ii) have reasonable exemptions from requirements of the Owner Rules, to enable those Residents to have full use and enjoyment of Polo Beach Club.

The Board will suspend any requirement of the Owner Rules, which, if enforced, could result in unlawful discrimination.

## 5. FEES

The following fees will be charged per the current Fee Schedule for the calendar year: (See Attachment A)

A. **Monthly Maintenance Fee** – This fee is payable monthly and represents each Owner's share of common expenses incurred by the Association for the administration and operation of Polo Beach Club.

B. **Private Storage Fee** – This fee is for the exclusive use of a designated storage space located in the common area and is payable annually on January 1<sup>st</sup> of each year. The storage areas are assigned on a first come, first served basis.

C. **Reserved Parking Fee** – This fee is for the exclusive use of a designated parking space in the common area and is payable annually on January 1<sup>st</sup> of each year. All spaces are assigned on a first come, first served basis. When a unit is sold, any reserved parking is not part of the contract.

D. **Check-in/User Fee** – This fee defrays the costs associated with servicing Renters and guests and is charged each time a party who is not an Owner or an immediate family member of the Owner (e.g. parent, child or sibling) checks into a unit. A guest staying with the Owner in the Owner's unit while the Owner is present will not be assessed the check-in fee unless the guest arrives more than 24 hours before the Owner arrives or leaves more than 24 hours after the Owner departs. This fee will be billed monthly to the unit Owner/Owner's agent or to the guest/Renter directly.

E. **Construction/Improvement Fee** – This fee defrays the costs associated with servicing an Owner's Worker and the general wear and tear on Polo Beach Club resulting from construction activity. The fee is payable if the work will require

14 or more calendar days to complete and if the aggregate cost of the project is greater than \$5,000. The fee is equal to three percent (3%) of the total cost of the Owner's project and is payable to the Association prior to commencement of the work. If the work extends beyond 14 calendar days and no fee has been paid, the Owner will be billed at the time it is determined the work has extended beyond 14 days. Upon completion of the project, the Owner shall submit a financial statement of the project. The Manager will return the Construction/Improvement Fee to the Owner, less 1% of the actual project cost, and less any excess costs incurred by the Association as a result of changes, infractions or violations by the Owner related to the project. The Manager's time will be charged at \$50/hour for this purpose.

The amount of the above fees will be adjusted as the board determines the need to do so.

## **6. ENFORCEMENT POLICY**

The Association uses verbal warnings, fines, and requests to leave the property as ways to minimize violation of the Declaration, By-Laws and House Rules of the Association ("Combined Rules"). In the event of a violation, the Association may:

- a. verbally warn or fine Owners for violations of the Owner Rules;
- b. verbally warn or require Renters to leave the premises for violating "Owner Guest Rules";
- c. verbally warn or fine Owners' family members and Owners' guests for violating "Owner Guest Rules";
- d. verbally warn, fine or require Workers to leave the premises for violating the "Workers Rules"

Article III, Section 2(j) of the By-Laws of the Association gives the Board the power to impose monetary fines upon Owners, their tenants, and anyone else using units at Polo Beach Club for violations of the Combined Rules of the Association. Article V of the By-Laws also gives the Board the power to delegate to the Manager the power to act for the Board.

The type of enforcement action used and the amount of any fine (up to a maximum of five hundred dollars (\$500)) is at the discretion of the Manager and/or Board member and is influenced by the rule violated, the severity of the rule violation, and the frequency of rule violations. Depending on the seriousness of the violation, it also may be necessary to contact the Maui Police Department.

If an individual other than the Manager or a member of the Board has confronted a rule violator, the person who confronted the violator should notify either the Manager or a member of the Board as soon as possible.

If an Owner has violated the Owner Rules and the violation has been brought to the attention of a member of the Board or the Manager, the Board member or the Manager will use his or her judgment to either:

- a. Verbally notify the Owner of the rule violation and that continued violation of the Owner Rules will result in a fine of up to five hundred dollars (\$500); or
- b. Verbally notify the Owner of the rule violation and provide the fine notice in Attachment B within 5 days of the verbal notification.

Fines may be appealed according to the procedures set forth in the fine notice in Attachment B.

## **7. DELINQUENCY AND COLLECTION POLICY**

To facilitate the operation and management of the Association and enforcement of the payment of fees and miscellaneous charges, the following delinquency and collection policies are in place:

1. All fees and miscellaneous charges are due and payable no later than 15 days from the billing date.
2. Late fees are assessed on the 16<sup>th</sup> day from the billing date. A schedule of late fees is presented in Attachment A.
3. Fees will continue to accrue on unpaid amounts, including late fees.
4. Delinquency letters will be mailed 30 days following the assessment of a late fee.
5. Collection notices and legal letters will be mailed when the unpaid fees and/or late fees remain unpaid for 60 days from the billing date. These notices and letters will outline what actions will be taken next.
6. Liens may be placed on the unit if amounts remain unpaid after 90 days from the billing date.
7. Foreclosure on the unit may begin 150 days from the billing date.
8. In addition to the above procedures, the Board may require an Owner to forfeit his or her right to a Private Storage area or Reserved Parking stall if fees are not paid in a timely fashion.

## HOUSE RULES FOR OWNERS

### 1. GENERAL

- 1.1. Residents and Workers must all register with the Association office prior to proceeding to the unit. In the event the Association office is closed, Residents must register with the Association office as soon as possible after the office opens for business.
- 1.2. Only one set of Residents may be registered to a unit at one time.
- 1.3. Soliciting of goods, services or religious activities is not permitted on the premises of Polo Beach Club.
- 1.4. Smoking is prohibited throughout all common and limited common areas of Polo Beach Club, including but not limited to lanais. For a definition of common or limited common areas, see the Manager.
- 1.5. The elevators have a maximum load capacity of 2,500 lbs. Movement of large items requiring the use of an elevator must occur during the hours of 8:00 a.m. and 5:00 p.m. and must be scheduled in advance with the Association office so that protective pads may be installed in the elevator. An Owner or Owner representative must be present in the elevator during the movement of appliances, furniture or heavy objects to supervise workers and prevent damage to the elevators. In the event the elevator sustains damage due to the movement of any such items, the cost of repair is the responsibility of the party causing the damage and of the Owner, if the items being transported are for the benefit of the Owner's unit.
- 1.6. Any suspicious person or suspicious activity observed on the property must be reported immediately to the Association office. In the event the Association office is closed, and the situation is NOT an emergency, call the assigned on-site Association employee by dialing (808) 269-3663. If no one responds in five minutes, continue to call until a response is received. In the event of an emergency, call 911.
- 1.7. Owners and/or agents for the Owners will provide the Association office with the names of all Renters or Owner's guests, their registration dates and the length of stay, and with the names of any Workers who will need access to the unit and the dates they will require access. No one will be allowed in the unit without permission from the Owner or agent for the Owner, except in the case of an emergency. Owner permission may be granted by mail, telephone, fax or email.
- 1.8. Owners must provide the Association office with a key to their units or an on-island representative for the Owner must have a key, with the representative's contact information available in the Association office. The Association office will keep all keys under strict control and will not provide a key under any circumstances to anyone other than the Owner.
- 1.9. Water and surf equipment must be for the Owner's use only and must be secured in the Owner's locked closets or in other storage places approved by the Board when the Owner is not in residence and another party occupies the unit.
- 1.10. Employees of the Association may do work or perform errands for a Resident on the employees' own time after their work shift. All such work shall be governed by an agreement between the Resident and employee and will not be considered part of the employee's responsibilities as an employee of the Association. The Association will not be responsible for the employee's injuries or actions while working for the Resident.
- 1.11. Owners or their agents will provide, as applicable, a copy of the "Board Policies and House Rules for Owner's Guests" to anyone occupying their units other than themselves. In addition, any Worker will be given and will sign a copy of the Construction Notice Form and "Board Policies and House Rules for Contractors/Workers" ("Worker Rules"). A copy of the signed Construction Notice Form and Worker Rules will be given to the Association office prior to the commencement of any work.
- 1.12. Each Owner will assume financial responsibility, as it relates to the violation of any of these House Rules or any damage to Polo Beach Club, for the actions of themselves or anyone occupying or working in their unit.
- 1.13. Vendors supplying services or products to a unit will conduct their business only during the hours of 8:00 a.m. and 5:00 p.m. on regular working days (Monday through Friday, excluding holidays) ("Regular Working Days"). Vendors who provide daily services to Renters and guests are permitted to perform those services on an as needed basis without regard to the hour of the day or day of the week.
- 1.14. Any owner leaving a vehicle at PBC when they are off island must leave a key with the office so that the vehicle can be moved in the event of an emergency.

## **2. NOISE AND QUIET HOURS**

- 2.1. All persons must be considerate of others to ensure a peaceful environment at the Polo Beach Club. Noise that generally disturbs others will not be tolerated.
- 2.2. Quiet hours are between 10:00 p.m. and 8:00 a.m. in common areas, limited common areas including but not limited to lanais and units.
- 2.3. Any entertainment noise, such as music, television, radio or parties, loud enough to disturb others is strictly prohibited at all times during the day and night. If necessary, the Resident creating the noise should close windows and doors to minimize the disturbance.
- 2.4. Common area landscaping equipment noise will be limited to 9:00 a.m. and 3:00 p.m. on regular working days.

## **3. GENERAL UNIT USE AND APPEARANCE**

- 3.1. No commercial or business activities may be conducted in any unit.
- 3.2. No items of any kind may be thrown from the lanais or any other parts of the building.
- 3.3. Cooking of any type is not permitted on the lanais of any unit.
- 3.4. Every effort should be made to minimize any water that might drip on lower level floors when watering plants or mopping the lanai floor.
- 3.5. Plumbing and electrical equipment, such as water heaters, laundry machines, toilets and garbage disposals, must be used only for the purposes designed. Sweepings, diapers, rubbish, rags and paper trash must be disposed of in proper trash containers and not through the plumbing system. In the event the misuse of such equipment results in damage to the building, common areas, other units or the contents of other units, the Resident and/or Owner causing the problem will be held financially responsible for the repairs of such damage.
- 3.6. No signs, signals, or lettering may be inscribed on or exposed to any window, door, or wall approaching a unit, except for small signage near the front door containing a short message to the person or persons entering the unit.
- 3.7. No articles, such as beach towels or clothing or other unsightly items, may be draped over or hung on the building or lanai railings.
- 3.8. Nothing may be allowed to project out of any window or door. No air conditioning units or other objects may be attached to the outside walls of the building or to the exterior of any door, or on the lanais, except for those that may be permitted by Section 207 of the Federal Telecommunications Act of 1996. Approved criteria are available in the Association office.
- 3.9. Visible drapes or liners of visible drapes must be of a color that maintains the uniform appearance of the building. Only lanai shades and/or window film approved by the Board may be installed. Approved criteria are available in the Association office. Additionally, no umbrellas or other objects that distract from the uniform appearance of the building are allowed on the lanais without approval of the Board.
- 3.10. Holiday and seasonal items, such as lights or decorations, are not allowed on the exterior of units, including lanai railings. The Board may grant special permission for any one-day event.

## **4. GENERAL REPAIRS AND UNIT ALTERATIONS**

- 4.1. Hawaii Revised Statutes Section 467B-27 states, "Any licensee (Owner or Contractor) aiding or abetting an unlicensed person to directly or indirectly evade" (quoted items inserted for clarity) the requirements for licensing will suffer monetary penalties and potentially jeopardize the Contractor's license. Major repairs, major alterations, electrical repairs or plumbing repairs require the use of an appropriately licensed Contractor. Hawaii's Revised Statutes Section 444-2 provides a "handyman" exemption that is "any project or operation for which the aggregate contract price for labor, materials and all other items is less than \$1,000." When having work performed on a unit, the Owner or Owner's agent will comply with Hawaii's Revised Statutes. The Owner or the Owner's agent may contact the Hawaii Division of Professional and Vocational Licensing at 808/586-3000 or <http://www.ehawaii.gov.org/serv/pvl> to determine if the Contractor/Worker is licensed and in good standing with the State.
- 4.2. The Owner must notify the Association Manager at least 15 days prior to the beginning of any alterations to a unit's interior ("Remodeling") by submitting a Construction Notification Form along with fees, plans, and all requested information.
  - 4.2.1. The Owner will submit with the Construction Notification Form:
    - 4.2.1.1 Building permit for a "fire rating #1 building", provided a permit is required. The Contractor/Worker must have all work inspected as required by city and county ordinances.

- 4.2.1.2. Copy of Contractor's license card, if a license is required to perform the work.
- 4.2.1.3. Copy of liability insurance naming Polo Beach Club as an additional insured.
- 4.2.1.4. Evidence of workers' compensation insurance for all Workers and Sub-Contractors.
- 4.2.1.5. Construction timeline that includes the dates for extreme noise.
- 4.2.1.6. Construction/Improvement Fee of 3% of the project cost. Upon completion of the project, the Owner shall submit a financial statement of the project. The Manager will return the Construction/Improvement Fee to the Owner, less 1% of the actual project cost, and less any excess costs incurred by the Association as a result of changes, infractions or violations by the Owner related to the project. Manager's time will be charged at \$50/hour for this purpose.
- 4.2.1.7. Any changes to the plans or information must be submitted to the Manager for approval before proceeding.
- 4.3. Cutting Concrete:
  - 4.3.1. Ceiling cuts are not allowed.
  - 4.3.2. Cutting, drilling, chipping or channeling of concrete is not allowed without the Manager's approval.
  - 4.3.3. The Manager must approve the location, depth and direction of all cuts into concrete. Prior to proceeding with any concrete cutting, channeling and jack hammering, the exact location and direction of all cuts into the concrete must first be marked with paint in place and submitted to the Manager for approval to proceed. The Manager may consult with the Association engineers at the Owner's expense. Upon completion of the cuts and before proceeding with the project, the Manager must inspect and approve of the completed cuts.
  - 4.3.4. The Owner or the Owner's designated agent must be present at all times that cutting, drilling, chipping or channeling of concrete is performed, and must assure that such work complies with the approved design.
- 4.4. In the event alterations are to be made, and as determined by the Manager, the Association Engineers, at the Owner's expense, will approve and supervise the major alterations as they are performed through completion for compliance with approved plans and for structural and design integrity.
- 4.5. Unit construction activity that creates excessive noise (see 4.7.) or requires any utilities to other occupied units to be turned off may only take place on Monday through Friday, excluding major holidays, during the period April 15th to November 15th, except for emergency repairs.
- 4.6. Any repairs not being performed directly by the Owner and not involving an emergency or damage to another unit may be conducted only during the hours of 8:00 a.m. and 5:00 p.m. on Monday through Friday, excluding major holidays.
- 4.7. A notice of 48 hours must be given to, and approval received from, the Association office when work performed on a unit will result in "excessive noise". (Excessive noise is any construction sound such as, but not limited to, any impact or hand tool used to hit or drill concrete.) Such work is only allowed from 10:00 a.m. to 2:00 p.m. The use of equipment and loud tools such as tile saws is limited to use between 9:00 a.m. and 3:00 p.m.
- 4.8. A notice of 48 hours must be provided to, and approval received from, the Manager before water to the project or more than one occupied unit may be shut off.
- 4.9. Any person performing work on a unit must keep all windows and the front door closed to minimize dust and noise and will clean up the unit entrance, walkways and elevators and any adjacent dusty railings affected by the construction on a daily basis. All debris must be removed from the project, and no dumpster will be allowed on the property for construction purposes. No storage or use of power tools is permitted on lanais during construction, except as required to perform construction repairs/remodel to the lanai.
- 4.10. Non-resident individuals who are performing work on a unit, including their family and friends, are not permitted to use any of the amenities at Polo Beach Club.
- 4.11. A unit undergoing repair or alteration must have running water and an operational toilet at all times, unless other arrangements have been made through the Manager. The Manager must have a key to the unit and Owner's authorization to enter or allow the Manager's agent to enter the unit for inspection or maintenance at any time during construction.
- 4.12. Periodically, the Board issues a list of items that require replacement or modification in the unit when any Remodeling occurs. The list of these items must be obtained from the Manager before commencement of work and the modifications must be included in the Remodeling. See Worker Policies and Rules for latest modifications.
- 4.13. Any Remodeling or work on a unit must have no effect or impact on the external appearance of the building, except for the Manager-maintained list of Board approved upgrades.
- 4.14. Should a Contractor/Worker fail to follow the Association Engineer's plans and methods, the Owner/Contractor/Worker will be responsible for all costs associated with restoring the building to its original structural condition, as well as be subject to any and all fines provided for in the Board Policies for Contractor/Worker and/or legal action as deemed appropriate.

- 4.15. Upon completion of a construction project that includes any plumbing line or air conditioner changes, the drain lines from the unit must be cleaned as specified by the Manager.
- 4.16. When a hard floor such as wood or tile is installed, approved soundproofing must be used under the tile/wood. Soundproofing is required when significant portions of the unit have a hard floor installed. Exceptions can be made, however, when only small portions of a unit will receive a hard floor and when adjoining to another hard surface. First floor units are excluded from the soundproofing requirement. Lanais are also excluded from soundproofing. The Manager or the Board president must approve any exceptions or exclusions.
- 4.17. Copper pipes in the concrete slab must be abandoned and replaced with copper lines above the slab when significant portions of a unit are remodeled.
- 4.18. All water lines that are replaced or repaired must be copper with sweated copper joints. Plastic water lines are not acceptable, and crimped copper fittings are not acceptable.
- 4.19. A copper line from under the kitchen sink must be installed to supply the refrigerator ice maker when doing a kitchen remodel so that the copper supply line behind the refrigerator can be abandoned. Stainless steel metal braided hoses may be used instead of copper for this line, if applicable.
- 4.20. Any lanai lighting must not shine off the lanai, must be downward directed and must be low wattage to reduce brightness spill over.
- 4.21. Whenever demolition phase is finished, work must pause for a structural concrete professional to assess health of the otherwise unseen building slab. If repairs are deemed necessary, no remodel work can continue until repairs are made. AOAO will pay for repairs, unless damage is caused by contractor/owner.

## **5. HIGH RISK COMPONENTS**

- 5.1. Definition. Each unit has "High Risk Components". Components are considered high risk because they may cause damage if not properly maintained or replaced at specific time intervals. Owners are responsible for repairing or replacing the high risk items at the time intervals described in Attachment C.
- 5.2. Inspection. The Board may require inspection by the Association or its representatives of these High Risk Components at intervals approved by the Board. If an item designated as a High Risk Component is deemed in need of repair or replacement, the unit Owner will be required to complete the repair or replacement within a specified time period that is reasonable and fair to both the Association and the Owner, taking into consideration the specific circumstances of the situation, such as whether the situation is an emergency. Upon notice of completion of the ordered repair or expiration of the repair order deadline, the Association may re-inspect the repaired or replaced High Risk Component.
- 5.3. Record Keeping. Accurate record keeping for High Risk Components is the responsibility of the Owner. When a High Risk Component is repaired or replaced by the Owner, the Owner will provide the Association with a copy of the invoice from the contractor who performed the work, or request visual confirmation by a representative of the Association of its repair or replacement.
- 5.4. Replacement or repair at specified intervals. The Board may require the replacement or repair of High Risk Components (such as water heaters) even when the component is not deteriorated or defective in order to prevent injuries and damage to units from incidents such as broken hoses, leaking pipes, and fires. Owners are expected to know the age limits for each High Risk Component and replace and/or repair these components according to Attachment C of the House Rules.
- 5.5. Replacement or repair by the Association. If repairs are not completed within the specified time period, or the work is not completed satisfactorily, the Association, or a designated Association representative, may enter the unit and perform the ordered repairs or replacement. The Owner will then be charged for the cost of the repairs or replacement. In the event the Association must repair or replace a component, the Owner will be invoiced for the work done on a net 15 basis. Any overdue amounts will become a lien on the unit.
- 5.6. Right of Appeal. The Owner may appeal the repair order and/or deadline to the President of the Board or any member of the Board. The appeal must be in writing, addressed to the President or Board member, and delivered to the Association office within seven days of receipt of the repair notice and before the expiration of the repair deadline. The President shall have the power, or a majority of the Directors by poll, may require the President, to alter or rescind the repair order and/or deadline.

## **6. COMMON AREAS**

- 6.1. The common areas (such as grass lawns) are for the enjoyment of all. Only quiet games and limited activities that do not disturb the occupants of the building may take place on the grass lawns. Games and other activities involving the throwing or kicking of objects are not allowed in the Polo Beach Club common areas. The County Park and beach may be appropriate for these activities.
- 6.2. Special events and parties hosted by Owners may be held in the common area only with written permission of the Board and with notification of on-site Owners.
- 6.3. The public stairways, walks and passageways must not be obstructed at any time.
- 6.4. Personal items (shoes, beach chairs, boogie boards and small beach equipment) may be placed neatly outside of a unit's entry; however, they may not extend beyond the floor to ceiling stucco wall adjacent to the entry window.
- 6.5. Permanent items (doormat, basket, bench, and a potted plant) may be placed neatly outside of a unit's entry; however, they may not extend beyond the floor to ceiling stucco wall adjacent to the entry window. All items other than the bench must be removed when the unit is unoccupied and during scheduled building wash-downs.
- 6.6. Shoes may be placed under or inside the bench unless the entry does not have a bench or basket, in which case the shoes may be placed neatly at the entryway.
- 6.7. Anyone tampering with the defibrillator, fire equipment, fire alarms, fire door or the fire sprinkler system will be subject to criminal charges and will be financially responsible for the repair of any damage resulting from such tampering.
- 6.8. Hazardous materials (not including household cleaning agents, paint and related paint supplies), highly flammable items or explosive substances may not be brought onto the premises.
- 6.9. Signs, including but not limited to "For Sale" or "For Rent," are not allowed on the property except for the Association office's "Open House" sign.
- 6.10. Structures, furniture, or any other item that could interfere with a unit's view, may not be permanently located in a common area without approval from the Board.
- 6.11. The ground floor units may not use the common area as an extension of their lanais and place or store furniture, pool and beach equipment, towels, clothing or other personal items on the grass (common area) outside their lanais.
- 6.12. The use of Drones (unmanned aerial vehicles) on Polo Beach Club property is prohibited without prior approval from the Board of Directors and the General Manager.

## **7. VEHICLES**

- 7.1. All parking at Polo Beach Club is by permit only. A parking permit may be obtained by registering with the Association office during office hours. Parking permits must be displayed at all times. There is no charge for a parking permit. Permits will be issued as follows:
  - 7.1.1. Each Unit is entitled to one parking space. The first vehicle on property for a unit will receive a "Blue parking permit."
  - 7.1.2. Second vehicles attributable to a unit and driven by an Owner or Guest will receive a "Red parking permit."
  - 7.1.3. At no time will a third vehicle attributable to one unit be allowed a parking permit.
  - 7.1.4. If there is insufficient parking space for vehicles in the Polo Beach Club parking stalls, the property will be limited to only one vehicle per unit and the following procedures will be followed:
    - 7.1.5. The Manager will notify homeowners and guests with a "Red parking permit" to remove their second vehicle from Polo Beach Club property. Notification will be in email/text message form and the owner of the vehicle will have until 5:00 p.m. on the date the manager provides to remove their vehicle from Polo Beach Club property.
    - 7.1.6. In the event the owner of a vehicle is required to relocate does not do so within the specified time, the Manager has the authority to fine the unit the vehicle is attributed to \$200 and an additional \$50 per hour for every hour after 11:59pm on the date the Manager provided. In those instances where the owner of the vehicle is not on property when the notice of removal is provided, the owner of the vehicle is to have an on island contact who can move it for them. AOA staff is not allowed to move vehicles for Owners or Guests.
    - 7.1.7. Reserved stalls are available to Owners only on a monthly and annual basis and each unit may reserve no more than one stall. Reserved stalls can only be granted to Owners who have a vehicle on island.
    - 7.1.8. The board reserves the right to modify the fee at any time but will honor any existing reservations until the expiry of the reservation or until the end of the calendar year, whichever is earlier.
    - 7.1.9. Reserved stalls are provided on a calendar year basis and are subject to relocation at any time. The board reserves the right to modify the fee at any time, but will honor any existing fee until the expiry of the existing reserved period or until the end of the calendar year, whichever is earlier.



- 7.2. Parking in any stall is at the Owner's/Renter's/guest's risk.
- 7.3. For individuals performing work on units, an unloading zone (15 minute parking) is provided above ground, is clearly marked and is the only area designated for the loading or unloading of equipment or materials. If additional space is required, the Manager should be consulted.
- 7.4. Any vehicle that cannot be reasonably accommodated by any Polo Beach Club parking space is prohibited from parking on the property.
- 7.5. All vehicles must be parked in designated parking stalls.
- 7.6. Vehicles may not be repaired while in the parking areas, with the exception of minor emergency repairs.
- 7.7. The racing of engines or squealing of tires is not permitted.
- 7.8. Parking areas may not be used for recreational activity.
- 7.9. Items of personal property, other than an authorized vehicle, kept in any parking stall must be kept in a neat and organized manner as determined by management.
- 7.10. Any vehicle parked or articles stored in violation of these rules may be towed or removed 24 hours after notice is given and any associated costs will be the responsibility of the Owner/Renter/guest.
- 7.11. Rules for storage cabinets in front of reserved parking stalls are covered below in section 13.3 under *Storage*.

## **8. GARBAGE AND REFUSE**

- 8.1. Polo Beach Club encourages the recycling of trash. Recycling trash bins can be found on each floor by the trash chute (located by the elevators on each floor) and in the garage level trash collection room. All garbage must be wrapped or bagged before being placed in either the trash chute or in the containers located in the garage level trash collection room.
- 8.2. Wet garbage, cardboard boxes, large bottles, or any other object that may hinder movement of trash through the trash chute or damage the trash chute may not be placed in the chute. Such items are to be placed directly in the containers (which are clearly marked as to type of trash) located in the garage level trash collection room.
- 8.3. Pet or animal trash (sand, litter, paper, etc.) must be well wrapped to avoid leakage.
- 8.4. Flammable items, explosives, hazardous materials and other such items may not be placed in the trash chute or recycling bins. See the Association office regarding disposal of all types of hazardous materials, including but not limited to paint and paint equipment. In the event that a hazardous material is improperly disposed of at or on the Polo Beach Club property, the appropriate government agency will be contacted and asked to take appropriate action against the individual known to have disposed of the hazardous material.
- 8.5. Garbage containers, bottles or other items of refuse may not be placed outside of a unit or adjacent to the trash chutes.
- 8.6. Debris resulting from a unit's Remodeling, the delivery of merchandise or the providing of services may not be disposed of on Polo Beach Club property, unless the Owner or Owner's contractor has arranged for a private trash bin to be located on the property.

## **9. BARBECUE AREA**

- 9.1. Rules for use of the barbecue area are located by the barbecues and must be followed at all times.
- 9.2. Barbecue hours are from 10:00 a.m. to 10:00 p.m. daily.
- 9.3. The barbecue area is to be used by Residents only.
- 9.4. Cooking of any type is not permitted on the lanais of any unit.

## **10. SWIMMING POOL AND SPA**

- 10.1. Polo Beach Club wants a safe swimming pool and spa area for everyone. There is no lifeguard on duty at the pool/spa and use of the pool/spa is at the user's own risk. Safety rules are posted in the pool/spa area and must be followed at all times. All Residents are responsible for the health and safety of themselves, their family members and their guests who use the pool and spa and for ensuring that all rules for those facilities are obeyed. All pool policies are age neutral and apply to all persons equally.
- 10.2. Swimming pool and spa use are permitted during the hours of 8:00 a.m. to 10:00 p.m. daily.
- 10.3. Persons who are incontinent or not toilet-trained may only use the pool while wearing swimwear designed to prevent spillage.
- 10.4. Anyone who is not a fully competent swimmer must be accompanied and monitored in the pool area at all times by a responsible person who can ensure their safety and adherence to pool area rules. The Association office should be

notified immediately if a person who appears to not be a competent swimmer or who appears to not be able to understand and is therefore not adhering to pool area rules is in the pool area and not being appropriately supervised by a responsible person.

- 10.5. A spa is considered a health hazard for pregnant women, small children, elderly adults and those with certain health problems. Any person who may be adversely affected by the heat or humidity of the spa, such as young children, should not use the spa. Since prolonged exposure to high temperatures can adversely affect children under the age of 12, a parent, guardian or other adult who can ensure their safety when using the spa should accompany them.
- 10.6. After using the swimming pool, swimmers must dry themselves thoroughly before entering the building or elevators.
- 10.7. Running, pushing, shoving or any other loud and boisterous conduct (such as playing Marco Polo) is not permitted in the pool area, pool or spa.
- 10.8. Any activity that takes over the majority of the pool or spa is not permitted and no activity can take precedence over other pool use.
- 10.9. Scuba gear, large toys, body boards, surfboards or other beach equipment may not be used in the pool, spa or pool area. Swimming goggles or masks are allowed.
- 10.10. All noise-producing devices (cellular/cordless phones, pagers, 2-way radios, etc.) may not be used in the pool area and the surrounding areas, except in an emergency. Radios and players may be used with headsets so as not to disturb others.
- 10.11. The use of glassware, bottles, ceramics, chinaware or other breakables in the pool area is not permitted.
- 10.12. The preparation or serving of a meal(s) is not permitted in the pool area. However, snacks and drinks may be consumed in the pool area.
- 10.13. All trash must be placed in the trash bin provided.
- 10.14. The Board of Health regulations prohibit:
  - 10.14.1. All persons known to be or suspected to be afflicted with infectious disease, suffering from a cough, cold or open sores from using the pool and spa.
  - 10.14.2. Spitting, spouting of water or blowing the nose in the pool or spa.
- 10.15. Animals are not permitted in the pool area or spa except where the animal is needed by a handicapped/disabled resident or guest and only if the animal does not cause a nuisance or unreasonable disturbance. No animal is allowed in the pool or spa itself at any time.
- 10.16. Pool furniture may not be moved from the fenced in pool area.
- 10.17. Objects such as balls, footballs, or water toys may not be thrown at the pool or within the pool area.
- 10.18. Neither pool furniture nor lawn furniture may be reserved, unoccupied, for more than two hours.

## **11. LAWN FURNITURE**

- 11.1. Lawn furniture has been provided in the following locations and may not be moved from these locations. The Board may from time to time increase or decrease the number of chairs in these locations at its discretion.
  1. Pool area – grass terrace (6 lounge chairs)
  2. Pool area – south lawn (6 lounge chairs)
  3. North lawn – ocean area “grass terrace” (2 lounge chairs)

## **12. PETS & SERVICE ANIMALS**

- 12.1. An Owner may keep a pet; however, prior written approval of the Board is required and such approval shall not be unreasonably withheld.
- 12.2. Animals must be leashed and under full control at all times when outside a unit. Any animal that is a nuisance, or causes unreasonable disturbance to any Resident, or causes damage to the building, common areas, limited common areas, units or the contents of units will be promptly removed by the Owner upon the written request of the Board. The Owner will be financially responsible for any damage caused by the animal to the building, common areas, limited common areas, units or the contents of units.
- 12.3. Animals are not permitted in the pool or spa area except where the animal is needed by a handicapped/disabled resident or guest and only if the animal does not cause a nuisance or unreasonable disturbance. No animal is allowed in the pool or spa itself at any time.
- 12.4. Visiting animals are not allowed on the property unless the animal is necessary for a handicapped/disabled visitor.
- 12.5. Owners and guests are expected to clean up after their animals and ensure that the animals do not “mark” or urinate on Polo Beach Club property.

### **13. STORAGE**

- 13.1. Owners must store their personal property in either private lockers (“Private Storage”) or in that portion of the common area designated for general temporary storage of personal property (“Temporary Storage”). Commercial storage facilities, such as Kihei Self Storage and other facilities in Kahului, are available on the island should the Private and Temporary Storage not be satisfactory for an Owner.
  - 13.1.1. Polo Beach Club assumes no liability for loss or damage to any items stored in Private or Temporary Storage. Upon using the Private or Temporary Storage, the Owner acknowledges that neither the Private nor Temporary Storage is safe from theft or damage.
  - 13.1.2. No hazardous, flammable or other dangerous materials may be stored at any time in either Private or Temporary Storage.
  - 13.1.3. Storage lockers and surrounding area shall be kept tidy and free of obstacles at all times.
- 13.2. Temporary Storage:
  - 13.2.1. Items stored in Temporary Storage must be of a size that does not consume an inordinate amount of storage space (including, but not limited to, empty boxes which have not been broken down), must be removed within seven (7) days of an Owner checking out of their unit and must not be stored for more than six (6) months of the year.
  - 13.2.2. The Manager and/or the Board may disallow storage of any items that they believe are too large for the Temporary Storage space.
  - 13.2.3. All items stored in Temporary Storage must have a tag attached indicating the Owner’s name, unit number and date items are to be removed from storage.
  - 13.2.4. Monthly, an Association office representative will review all items included in Temporary Storage. Owners will be contacted for any items found that have been in storage longer than six (6) months or longer than seven (7) days following an Owner leaving Polo Beach Club and the Owner asked to immediately provide for the removal of the item. In the event the Owner fails to remove the item within 30 days from the date of the notice from Polo Beach Club, the item will be moved to a commercial storage facility. The cost of moving the item to the commercial storage facility and the related monthly charges will be the responsibility of the Owner.
  - 13.2.5. Items stored in Temporary Storage without proper identification will be disposed of monthly, unless the Owner of the property can be identified, in which case the items will be tagged and will be subject to section 13.2.4 above.
  - 13.2.6. Parking Stall Permanent Storage
  - 13.2.7. Owners who have a permanent vehicle on property and have paid for an annual reserved parking stall may purchase and have built a storage cabinet to be mounted on the wall in front and above the hood of their vehicles parked in their reserved stalls. The cabinets and installation must be done according to the plans and specifications approved by the Board and with the Manager’s approval. Not all reserved parking stalls can have a cabinet installed in front of them. Once the cabinet has been built, installed and paid for by the Owner, it becomes the property of the Association and does not belong to the Owner who purchased it.
  - 13.2.8. The rent for the parking stall and the wall rental for the cabinet are paid simultaneously and are payable annually on January 1<sup>st</sup> of each year.
  - 13.2.9. The parking stall cabinet cannot be rented to someone separate from the Owner who has the reserved parking stall.
  - 13.2.10. No more than 150 lbs. may be put in the cabinet and no concentrated loads, such as tile, may be placed in the cabinet. The Owner who has rented the reserved parking stall is responsible for appropriately placing items in the cabinet so that no contents fall out and damage any vehicle nearby.
  - 13.2.11. The Owner of the reserved parking stall must sign the Association agreement for use of the cabinet.
  - 13.2.12. The Association may need access to the cabinet at times to perform necessary maintenance on the cabinet, and the Owner of the reserved parking stall must grant the Association permission and access to do this maintenance.
  - 13.2.13. If the Association must take back a reserved parking stall and a storage cabinet has already been purchased by an Owner, the Association will reimburse the Owner who purchased the cabinet for the cost of the storage cabinet in full when brand new, then less 20% per year over 5 years. After 5 years there will be no refund made if the

Association takes the stall. There will be no refund in the case of non-payment or discontinuance of the rental by the Owner, including sale of the Owner's unit.

- 13.2.14. In the event the Association must take a reserved stall where there is a storage cabinet paid for and installed by an Owner, the Association will in good faith try to offer that Owner another reserved parking stall with a storage cabinet or try to provide the Owner with a reserved parking stall where the cabinet can be moved to the new stall.

#### **A. Rule Violation Letter for Owners**

*Dear Owner:*

*You have been informed that you or the individuals named below have violated the following rule(s) on the date(s) indicated:*

<b><i>Rule Violated</i></b>	<b><i>Individual who committed the violation</i></b>	<b><i>Date of Violation</i></b>
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*Because you have failed to comply with the Owner House Rules, you have been fined XXXX dollars (\$XXX). If you believe you have been wrongfully assessed a fine, you have the right to appeal to the Board of Directors ("Board") within 30 days from the date of this notice. Provide the Board a copy of this notice, a statement of facts regarding the violation and why you believe a fine should not be enforced. At the next scheduled Board meeting or at a special Board meeting, your appeal will be reviewed. You may attend in person or by phone that portion of the meeting applicable to your appeal. The Board has the right to cancel any fine imposed if a majority of the Board believes it was imposed in error. If, however, the Board affirms the fine, you have the right to take the matter to outside mediation in accordance with Section 514A-90(d) of the Condominium Property Regime Act. However, before requesting mediation, the fine must be paid within 30 days of the Board's decision to uphold the fine. If you do not dispute the fine or do not appeal to the Board in a timely manner, the fine must be paid within 30 days of the date of this notice. Failure to pay the fine timely, by the 45<sup>th</sup> day following the date of this notice, will result in a late fee of 10% of the fine being charged and the late fee will continue to be imposed each month until the fine and any accrued late fees have been paid. Failure to pay the fine may result in a lien being placed on your unit*

*It is unfortunate we found it necessary to fine you but we have an obligation to all of the other owners and guests to provide a safe and enjoyable environment.*

*Respectfully,*

*Cc: President of Board*

**Attachment B****High Risk Components Replacement Schedule**

<b><u>Component</u></b>	<b><u>Must Be Replaced/ Maintained **</u></b>	<b><u>Comments</u></b>
<b>Unit Water Valve</b>		Each Unit must have its own unit water shut off-valve. (The exception is the 05 stack but a 05 unit must install a unit shut off valve if a complete renovation is done.)
<b>Water Supply Valves</b>	When not functioning properly.	Valves must be present to shut off water in places such as under the sink, to washing machines, etc.
<b>Water Supply Hoses</b>	Every 10 years.	All supply lines to washing machines, faucets, toilets, etc. must be stainless steel metal braided hoses.
<b>Hot Water Heaters</b>	Every 10 years.	
<b>Tankless Water Heaters</b>	Every 10 years.	Note: Only small tankless water heaters under the sink are allowed. A Unit cannot have a unit tankless system.
<b>Water Filter Systems</b>	Every 10 years.	Includes all hoses associated with the filter system.
<b>Piping Drain Lines/ Waste Outlets</b>	When not functioning properly.	
<b>Toilet Wax Rings</b>	Every 10 years.	
<b>Toilet Flappers</b>	Every 5 years; sooner if leaking.	
<b>Faucets, Tubs and Showers</b>	When dripping or not functioning properly.	
<b>Refrigerator Ice Maker Lines</b>	Every 10 years.	Hoses must be copper or metal braided.
<b>Windows/Sliding Glass Doors</b>	When leaking.	Association will try caulking around inaccessible window(s) or sliding glass door(s). Window or door must be replaced if caulking does not stop leaking.
<b>Dryer Vents</b>	Every 2 years.	The Association is responsible for cleaning vents every 2 years.
<b>Smoke Detector(s)</b>	<u>Batteries</u> : yearly. <u>Detector</u> : when not functioning properly.	Smoke detectors for Rental units must be tested quarterly by the Owner/Owner representative and proper records maintained. Records must include the date tested, who performed the test, the test result, and any subsequent action taken.
<b>Air Conditioning Systems</b>	Every 3 years.	Old A/C units must be pulled and cleaned by the Owner.
<b>A/C Condensate Lines</b>	Biannually.	Association requires access to all units to install Pro-Treat Tabs to clean overall A/C condensate system drain lines. All 8 <sup>th</sup> floor units must have accessible bleeding valves.
<b>Electric Panels Systems, Outlets</b>	If not functioning properly.	
<b>Lanai Shade Brackets</b>	Replace as needed.	
<b>Lanai Lighting Supports</b>	Replace as needed.	

\*\* Replacement may be required sooner if the component is no longer functioning or is functioning poorly.  
Any work performed must be in compliance with current building codes and permits pulled when required by law.