

Architectural and Minimum Building
Requirements and Guidelines

("Guidelines")

of the

MAUNALUA TRIANGLE - KOKO KAI

COMMUNITY ASSOCIATION

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TO

THE ARCHITECTURAL AND MINIMUM BUILDING DESIGN
REQUIREMENTS AND GUIDELINES ("GUIDELINES")

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ARCHITECTURAL AND MINIMUM BUILDING DESIGN
REQUIREMENTS AND GUIDELINES ("GUIDELINES")
OF THE
MAUNALUA TRIANGLE KOKO-KAI
COMMUNITY ASSOCIATION

These Guidelines were published the 12th day of October 1988, revised the 20th day of June, 1989 and again this 1st day of June, 1991 by the Maunalua Triangle - Koko Kai Community Association, Architectural Standards Committee; whose post office address is P.O. Box 25103, Honolulu, Hawaii 96825, hereinafter referred to as the "Association", or "Committee" respectively.

ARTICLE I

OVERVIEW AND PREAMBLE

The Architectural and Minimum Building Design Requirements and Guidelines or "Guidelines" (as they are referred to) have been developed by the Architectural Standards Committee appointed by the elected Directors of the Maunalua Triangle - Koko Kai Community Association under the provisions of Article II, Section 15 of the Declaration of Protective Provisions. The Declaration of Protective Provisions was filed on February 27, 1987 by the Trustees of The Estate of Bernice Pauahi Bishop as landowner. That document applies, since that date, to all Lots, both those acquired in fee from The Bishop Estate and those remaining in leasehold.

This document, sometimes referred to as the "Declaration", provides binding limitations, restrictions, covenants and conditions on all lots and a committee to be called the Architectural Standards Committee that shall develop and enforce these limitations and restrictions. This function prior to February 27, 1987 was that of The Bishop Estate.

The "Declaration" document requires this community to protect, preserve, and maintain: "the residential character", "provide for the preservation of values and amenities", "an attractive residential district for the advantage of the residents of the district and the community at large"; and other matters referred to in the "Declaration".

The Architectural Standards Committee shall, with the help of the community at large, endeavor to comply with the letter and spirit of this agreement.

In order to assist each Owner in understanding the Committee's position, policies, and interpretations of the Declaration, these Guidelines have been developed. The Guidelines contain limitations requirements, submissions procedures and general background information needed for any exterior architectural or other change to a residential Lot.

It is hoped that this document will provide each Owner, in sufficient detail, and in advance of any design work, the expectations of the Architectural Standards Committee. The committee will be looking for certain design characteristics in each submission. There are design elements that the Committee will encourage and there are other elements that the Committee will discourage or prohibit. In the past there have been cases of design errors or review oversights that are regrettable. However, this community is obligated one to another in maintaining, protecting, and preserving the "value desirability, and attractiveness of the residential district" regardless of past issues. Some of the results of the past have proved to be undesirable and not in keeping with a planned community. The Committee in the future will not approve substandard designs, and, therefore has addressed many of the design issues in this document. It must be remembered that this is a planned community and that preliminary submissions should be highly conceptual in nature. The initial conceptual drawings will save the owner both time and money since the Architectural Standards Committee may propose changes and/or limits to the plans after first review.

These "Guidelines" are subject to periodic review by the Architectural Standards Committee and may from time to time be amended or modified. Further, these "Guidelines" are only guidelines and the Architectural Standards Committee may in some instances be more or less restrictive on a given issue for a given Lot. The Architectural Standards Committee shall not be bound by these "Guidelines" in all cases. The "Guidelines" shall serve only as an outline of probable acceptable architectural standards.

The entire architectural review process is aimed at assisting each Lot Owner in improving or modifying his or her property without adversely effecting his or her neighbors and/or the community at large. It must be remembered that a majority of residential lots in this community are view lots. This development, in most cases, provides a view plane for lots to enhance the property values and to create a balance of tasteful structures and vegetation which blends with a superb natural setting.

IN SUMMARY:

No building, fence, wall or structure, nor any exterior addition, change, or alteration to an existing structure, or landscape shall be commenced, erected or maintained except in accordance with these "Guidelines" and approved plans and specifications given in writing by the Architectural Standards Committee, as required herein. All submissions by the Lot Owner to the committee shall be prepared in writing by a licensed Architect.

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article shall for all purposes of this document, have the meanings herein specified.

2.1 **ARCHITECT:** A person registered to practice architecture in the State of Hawaii under the authority of Chapter 464, Hawaii Revised Statutes, as amended, or registered pursuant to the provisions of the state laws of the state of his domicile.

2.2 **ARCHITECTURAL AND MINIMUM BUILDING DESIGN REQUIREMENTS AND GUIDELINES ("GUIDELINES"):** The term "Architectural and minimum Building Design Requirements and Guidelines ("Guidelines") shall mean that document containing architectural requirements supplemental to those contained in the Declaration ("D.P.P."). It also contains submission and review procedures, and general background information.

2.3 **ARCHITECTURAL STANDARDS COMMITTEE:** The term "Architectural Standards Committee", sometimes referred to as the "Committee", shall mean that committee appointed by the Board of Directors of the Association established to promulgate and administer the Architectural Standards of the Association.

2.4 **ASSOCIATION:** The term "Association" shall mean the Maunaloa Triangle Koko Kai Community Association, Incorporated by Articles of Incorporation dated October 13, 1964.

2.5 **BOARD:** The term "Board" shall mean the Board of Directors of the Association.

2.6 **BUILDABLE AREA:** The buildable area of any Lot is the area inside the setback lines along any street boundary of a Lot as shown on the file plan for such Lot and the sideyard and backyard setbacks established by the Land Use Ordinances of the City and County of Honolulu ("LUO"), as the same shall be amended from time to time. If no setback lines are shown on any such file plan, then in that event, all setback lines for any such Lot shall be those established by the LUO.

2.7 **BY LAWS:** The term "By Laws" shall mean the Constitution and By Laws of the Maunalua Triangle Koko Kai Community Association, Incorporated by the Articles of Incorporation dated October 13, 1964.

2.8 **DECLARATION:** The term "Declaration" shall mean the DECLARATION OF PROTECTIVE PROVISIONS as recorded the 27th day of February 1987, recorded at liber 20414 page 566, Bureau of Conveyance, State of Hawaii, and as the Declaration may from time to time be amended.

2.9 **FAMILY:** The term "Family" shall mean the immediate family of the Owner or Owners (if ownership is by the husband and wife) of a Lot and the parents and siblings (but not members of their separate families) of such Owner or of either of such Owners (if ownership is by husband and wife).

2.10 **IMPROVEMENTS:** The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, paving of whatever nature, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs, statues, and all other structures or landscaping improvements of every type and kind.

2.11 **LAND USE ORDINANCE (L.U.O.):** Land use ordinances of the City and County of Honolulu, as the same may be amended from time to time.

2.12 **LOT:** The term "Lot" shall mean the subdivided residential Lots, whether improved or unimproved, and all easements appurtenant thereto.

2.13 **MEMBER:** The term "Member" shall mean a person who is a Member of the Association pursuant to the By Laws.

2.14 **NATURAL GRADE:** The term "Natural Grade" shall mean the ground elevation, measured in feet above sea level, as shown on the original developer's construction plans for the Lot on file at the City and County of Honolulu, Division of Public Works, Engineering Division, or the existing grade of the Lot existing on February 27, 1987 if such grade is different than the grade shown on such construction plans. The Lot Owner shall have the burden of proving existing grade to the Architectural Standards Committee in case of any dispute.

2.15 **NOTICE OF NONCOMPLIANCE:** The term "Notice of Non-compliance" shall mean written notice by the Architectural Standards Committee to an owner or his agent for the purpose of formally advising an Owner that the "Committee" has determined the owner is in violation of this Declaration.

2.16 **OPERATING FUND:** The term "Operating Fund" shall mean the fund created for the receipts and disbursements of the Association pursuant to the By Laws.

2.17 **OWNER:** The term "Owner" or "Lot Owner" shall mean the record Owner, whether one or more persons or entities, including Declarant, of the title to any Lot situated in the Project, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.

2.18 **RESIDENCE:** The term "Residence" shall mean one single-family dwelling, together with appurtenant garage and servants' quarters and other outbuildings constructed upon a Lot.

2.19 **RESIDENTIAL USE:** The term "Residential Use" shall mean occupation and use of a Residence by a single household in conformity with the Declaration and the requirements imposed by applicable zoning laws or their state or county rules and regulations.

2.20 **SUBDIVISION MAPS:** The term "Subdivision Map" shall mean any map filled in the Bureau of conveyances or in the Office of the Assistant Registrar of the Land Court of the State of Hawaii including, but not limited to, File Plan Nos. 701, 750, 771, 956, 1123 and 1468.

ARTICLE III

PROPERTY RIGHTS

3.1 DESIGN PHILOSOPHY AND CRITERIA: With the desire of protecting the interests of the Owners as well as the community in general, we are endeavoring to develop, maintain and enhance the general "aesthetic harmony" of the Maunalua Triangle and Koko Kai Subdivisions, to provide each Owner as much undisturbed view, privacy and unobstructed breeze as practicable, to promote aesthetic standards for the buildings and their relationship to each other, to public spaces and the premises, and to preserve the natural advantages of the area for the benefit of all Owners, their visitors and the general public.

The primary goal is to create a residential community that gives a strong impression of harmony with the surrounding neighborhoods, unity among its individual Improvements and harmony with the site. Therefore, individual architectural expression will be restricted by this goal. There is a desire to encourage freedom of individual expression of the Owners in the development of the Lots and the Improvements thereon. These restrictions will serve to guide the future growth of the Maunalua Triangle - Koko Kai Subdivisions and will provide protection for all Owners within the Project.

Our objectives are to create a residential area that blends with its environment and to develop a community of residences compatible to a Hawaiian lifestyle that is unified and harmonious in its use of form, materials and color. The Owners are encouraged to use informal architectural form, natural materials and colors, and to use designs which respond architecturally to climate and environmental opportunities and constraints, including but not limited to view, sun, wind, glare, rain and neighboring structures. To this end, creativity of design is encouraged within the confines of these objectives.

Harsh contrasts, faddish and self-conscious design will not be permitted.

The Architectural Standards Committee is assigned the responsibility of administering these restrictions in accordance with the provisions of Article II, Section 15 of the "Declaration".

Improvements or structures existing prior to the filing date of the Declaration (February 27, 1987) are not affected by these Guidelines if no changes are made to them. Alterations or Improvements commenced subsequent to February 27, 1987 required submission of plans to either Bishop Estate or the Architectural Standards Committee. If approval for the Improvement/Alteration was not obtained they may be in violation of the "Declaration". All trees and other vegetation remain subject to the "Guidelines" restriction regardless of when planted.

Therefore, Lots shall be for the exclusive use and benefit of the Owners thereof, subject, however, to all of the following:

3.1.1 **Setback:** No building or Improvements, other than vegetation, shall be erected or placed in the area between any street boundary of any Lot and any setback line along the street boundary as shown on any file plan (or any other map attached to any lease in force on February 27, 1987). If no such setback line is shown on any file plan or Bishop Estate Lease, then the setback line shall be established by the LUO. Such area shall be called the "streetside setback area."

3.1.2 **Height Limits:** No improvements of any nature, other than landscaping, shall be constructed on a Lot unless such Improvements are constructed in accordance with the more restrictive of either (a) the LUO, or (b) the following: No Improvements of any nature shall be constructed on the buildable area of a Lot which exceeds fifteen (15) feet above the highest Natural Grade "within" the buildable area of a lot, excluding chimney.

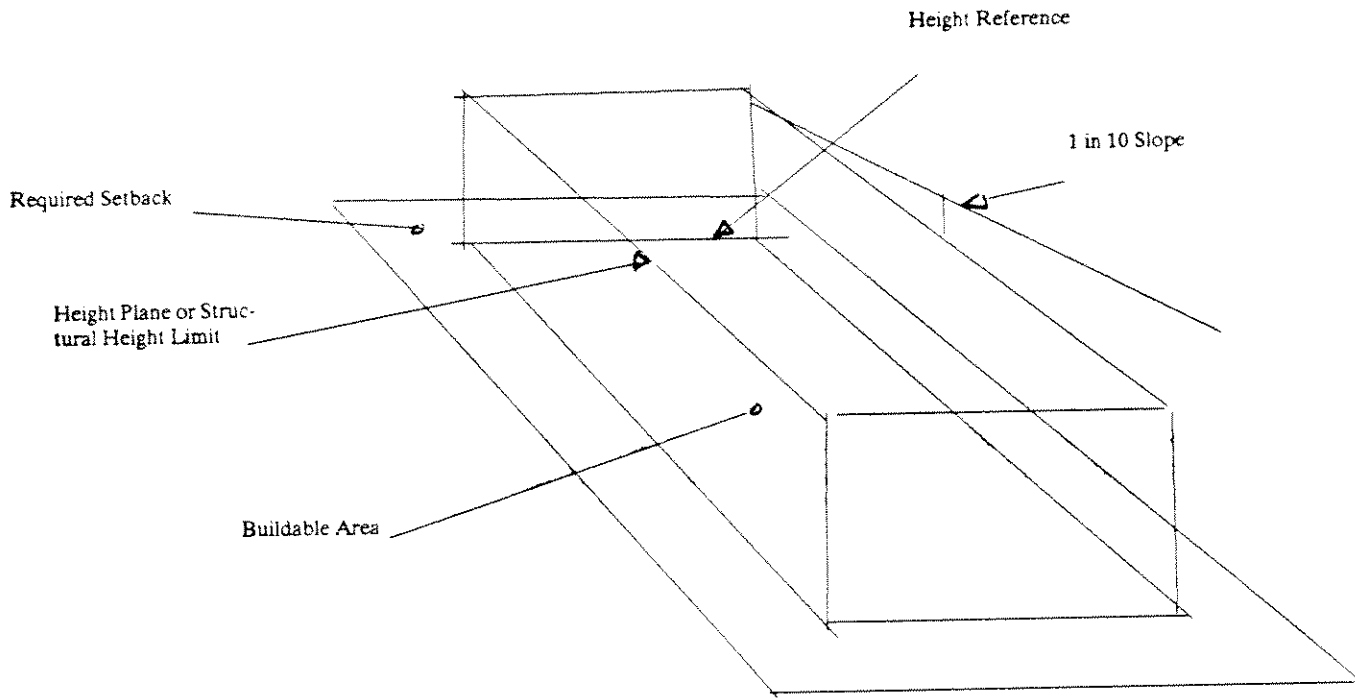
No portion of any such Improvements constructed within the buildable area of a Lot shall project above an imaginary plane constructed over the buildable area as shown on Diagram A.

3.1.2.1 **HEIGHT LIMITS FOR STRUCTURES ON ALL LOTS:**

a. Lots shall not have any structure (exclusive of chimneys) higher than the "building height envelope" as determined below (and shown in diagram #1, page 3-3). This means that no Building Height shall project above an imaginary plane constructed over the buildable area (as described on page 3-3, Building Height Envelope).

BUILDING HEIGHT ENVELOPE

Diagram # 1.



A "Height Reference Base" is determined from the highest original "natural grade" at the Building Set Back Line as shown on the original recorded subdivision maps (or Bishop Estate lease maps).

The highest of the following lines shall be used to determine the "height reference base" at any of the following points:

Any point on:

The Street building Set Back Line,

The Side Yard Set Back Line,

The Back, or Rear Building Set Back Line.

Where no grade information is available on a lot, the highest ground elevation existing on February 27, 1987 shall apply, and shall require committee approval.

To construct the "Building Envelope", do the following: commencing at the highest point on the "height reference base", measure vertically to a point fifteen (15) feet above the base. This point shall be the high point of the "height plane".

Slope this plane downward at a ratio of one (1) vertical foot to ten (10) horizontal feet towards the opposite buildable boundary elevation. If this plane crosses the opposite boundary fifteen (15) feet above the center of the opposite lower boundary of the buildable area, the slope shall be adjusted to have the plane cross the boundary fifteen (15) feet above the opposite boundary.

3.1.3. **Height Limit for Chimneys and Other Building Elements:** No chimney or other vent apparatus shall extend more than four feet above the highest point of the roof of the dwelling.

3.1.4. **Height Limit for landscaping within setback areas (excluding coconut tree).**

a. No landscaping shall protrude more than four (4) feet above the Natural Grade within the street side setback area of any lot.

- b. No tree or vegetation shall protrude more than eighteen (18) feet above Natural Grade within the side or back setback areas of any lot.
- c. No hedges or other continuous vegetation shall be permitted to grow higher than six (6) feet within the side or back setback areas of any lot.

From time to time, as necessary, vegetation must be trimmed or removed by owner to maintain and conform to these vegetation height limitations.

3.1.5. Height limitations for landscaping within the buildable area: No landscaping (other than coconut trees) within the buildable area of any lot shall be permitted to grow more than three (3) feet above the highest point of the roof (excluding chimneys) of any lot. From time to time, as necessary, vegetation must be trimmed or removed by owner to maintain and conform to this vegetation height limitation.

3.1.6 Walls, Fences, and other Appendages: All walls, fences, and miscellaneous structures within the street setback (except for retaining walls as provided herein) shall meet the following guidelines:

- a. No wall, fence or other structure (except a mail box) shall be placed closer than three (3) feet of the street property line(s).
- b. All walls, fences, and other structures are limited to one (1) foot of height for every one (1) foot which they are setback from the street property line.
- c. No wall, fence or other structure shall be more than six (6) feet in height after meeting the 1 to 1 ratio above.
- d. At least 50% of the total square footage within the street setback shall be landscaped and maintained with live green vegetation.

3.1.7. Retaining Walls: No retaining wall shall be built within the street setback without meeting the following guidelines:

- a. No retaining wall shall be built within three (3) feet of the street property line.

- b. Retaining walls shall not exceed eight (8) feet in height.
- c. Retaining walls shall be spaced with terracing not less than three (3) feet wide.
- d. All terracing space and the three (3) foot setback shall be landscaped with live green vegetation.
- e. Retaining walls total height shall not exceed a slope of three (3) feet height for every one (1) foot in from a street property line toward the interior of the lot.
- f. Any wall (fence) placed above a retaining wall must be setback three (3) feet unless the height of the retaining wall plus the height of the added wall (fence) does not exceed eight (8) feet.

3.1.8 Construction of Wall and Fences: No fences, hedges or walls shall be erected or maintained on any Lot unless first approved by the Architectural Standards Committee in accordance with the procedures and standards for review of Improvements pursuant to Article IV of this document.

The following wall and fence materials and styles are prohibited:

- a. Chain-link fences or gates, if visible from the street except for those surrounding tennis courts;
- b. Unpainted or uncolored gray concrete block;
- c. Open-slat wood; and
- d. Standard precision block.
- e. Un-wiped mortar joints.

3.1.9 Removal of Debris: In connection with the construction of any Improvement or alteration on any Lot:

- 1. the Owner of such Lot shall be strictly responsible to insure that all trash, debris and other refuse material is

properly disposed of in a timely fashion and that no trash, debris or other refuse material is placed on any other Lot; and

2. in any contract for the construction of Improvements, the Owner of such Lot shall ensure that there is adequate provision made therein for the proper and timely removal and disposal of trash, debris and other refuse material.

3.1.10 Garages and Carports: A double-car garage or carport containing not less than 400 feet of paving area and a width of not less than 18 feet between outside supports shall be attached to the Residence; provided, however, that a detached double garage may be substituted in cases where an attached garage is not feasible. However garages for more than two cars will be permitted, if approved by the Architectural Standards Committee.

Garages and carports shall be used only for the parking or repair of motor vehicles, storage, and workshop purposes. Doors to garages shall be kept operable.

Any garage facing a street shall be a minimum of twenty feet from the property line at the street. Variances from this requirement will be considered by the Committee in cases involving unusually shallow or odd shaped Lots, or in which extensive excavation or embankment would be required.

3.1.11 Signs: No signs whatsoever, including but not limited to commercial, political, and similar signs, shall be erected or maintained on any Lot, except for alarm system warnings, "for sale" and "for rent" signs. Not more than one "for sale" or "for rent" sign, having a maximum face area of four (4) square feet, may be placed on any Lot at any one time.

3.2 DESIGN AND CONSTRUCTION DETAILS:

3.2.1. Minimum Square Footage: Each new construction residence, exclusive of garage and attached or detached open lanais, shall have a minimum enclosed floor area of 1,500 square feet.

3.2.2. Minimum Construction Costs: The Residence proper, including garage and lanais, shall cost not less than \$300,000 exclusive of costs for swimming pools, retaining walls which are not a part of the residence foundation, and other Lot Improvements and exclusive

also of appliances and interior furnishings including carpets and drapery. The Owner will, upon request, furnish to the Architectural Standards Committee a written statement by the supervising architect or other party acceptable to the Architectural Standards Committee certifying that, to the best of his knowledge and belief, the cost of the dwelling proper, including garages and lanais, will be at least \$300,000 and contain, in reasonable detail, such data as is necessary to support such certification.

3.3 **BUILDING AREA:** The building area is defined as the total area under buildings and covered open areas but excluding the following:

- a. Open areas covered by eaves and normal overhang of roofs.
- b. Uncovered entrance platforms, uncovered terraces and uncovered steps when these features do not themselves constitute enclosure for building areas below them, and do not exceed 30 inches in height.
- c. All-Weather surfaces.

The building area shall not exceed forty percent (40%) of the total Lot area.

3.3.1 **Floor Area:** The floor area is defined as the area of all floors excluding unroofed areas measured from the exterior faces of the exterior walls separating portions of the building. The floor area of a building, not provided with surrounding exterior walls shall be the useable area under the horizontal projection of the roof or floor above, including but not limited to balconies, stairways and elevator shafts but excluding the following:

- a. Accessory parking facilities including their driveways and accessways.
- b. Attic areas with head room less than 7 feet.
- c. Basement.
- d. Lanais.
- e. Projections such as sunshade devices with no more than 30 inches of overhang.

The floor area shall not exceed fifty percent (50%) of the total Lot area.

THE TOTAL ALLOWABLE BUILDING AREA ON ANY LOT SHALL BE THE LESSER OF 1) THE BUILDING AREA LIMIT, OR 2) THE FLOOR AREA LIMIT DESCRIBED ABOVE.

3.4 STRUCTURAL ANALYSIS: The Architectural Standards Committee, in reviewing building plans, will not undertake any structural analysis and not make any representations as to the sufficiency of the design of the proposed construction. This will be a matter solely for determination by the Owner or his architect.

3.5 SWIMMING POOLS, WATERFALLS AND PONDS: The construction of swimming pools, waterfalls and other type ponds will be governed by the following:

3.5.1 Construction. Construction shall be in accordance with plans first prepared by the Owner and approved in writing by the Architectural Standards Committee, and use shall be subject to the terms and conditions of the Declaration.

3.5.2 Filter and Pump. The Owner shall provide a sound-proof filter and pump unit in order to prevent noise nuisance.

3.5.3 Abandonment. The pool or pond shall be kept operable in accordance with the rules and regulations of the State Department of Health. Upon abandonment, or should the pool or pond become a nuisance, the Owner will demolish same and, insofar as is practicable, restore the land to a condition approximating that which existed prior to the construction of the pool or pond, and will thereafter properly landscape and maintain said restored land. The method of demolishing the pool or pond shall be subject to the Architectural Standards Committee's approval.

3.6 PERMITTED USES AND LIMITATIONS; CONSTRUCTION AND ALTERATIONS OF IMPROVEMENTS: Absolutely no exterior construction or alteration of Improvements may be undertaken on a Lot without prior approval of the Architectural Standards Committee pursuant to Article IV of this document. The following standards and restrictions are applicable to the construction, reconstruction, alteration, repair and refinishing of any and all Improvements from time to time existing upon any Lot.

3.6.1 Residence and Use: No more than one Residence shall be constructed on any Lot. Each Lot shall be improved and used exclusively for Residential Use as defined in this document and the "Declaration". No gainful

occupation, profession, trade or other nonresidential use shall be conducted upon any Lot or in any Improvement. Nothing herein shall be deemed to prevent:

1. any artist, artisan or craftsman from pursuing his calling upon a Lot, if such artist, artisan or craftsman also use the Lot for residential purposes, is self-employed, has no employees working on the Lot and does not advertise or offer any product or work of art for sale to the public upon or from such Lot; or
2. the leasing of any lot from time to time by the Owner thereof, subject to all of the provisions of the "Declaration" and this document.

3.6.2 Restriction on Further Subdivision: No Lot shall be further subdivided, condominiumized (under the Condominium Property Regime) nor shall less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in any Lot shall be given without the prior written approval of the Architectural Standards Committee. The Owner of two or more contiguous Lots may apply to the Architectural Standards Committee to use such Lots as the site for a single Residence. Upon approval thereof by the Architectural Standards Committee, which shall not unreasonably withheld, a written consent to such use shall be executed by the Owner and by a majority of members of the Architectural Standards Committee. The Owner thereafter may apply to the appropriate governmental agencies for approval of a consolidation of two or more Lots. Thereafter, the consolidated Lot shall not be resubdivided, but shall be considered as multiple Lots for all other purposes.

3.6.3 Rental of Lots: An Owner shall be entitled to rent the Residence situated on his Lot, provided that the term of said rental shall not be for a term less than thirty days. Any rental or lease of a Residence shall be subject to the "Declaration" and this document and the Rules and regulations established by the Board. Each tenant or lessee shall be provided with a copy of the "Declaration" and this document by the Owner so renting or leasing. The Owner shall at all times be responsible for his or her tenant's or lessee's compliance with all of the provisions of the "Declaration" and this document pursuant to the occupancy and use of the Residence.

3.6.4 **Improvements, Alterations and Repairs:** No Improvement, repair, excavation, fill or other work which in any way alters the exterior appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the filing date of the "Declaration" (February 27, 1987) shall be made or done without the prior written approval of the Architectural Standards Committee or Bishop Estate as appropriate, given pursuant to the terms of the "Declaration", except as specifically authorized herein.

3.6.5 **Temporary Occupancy:** No trailer, recreational vehicle, tent, shack, garage, or temporary building or structure of any kind shall be used at any time for a Residence either temporary or permanent, nor shall any overnight camping be permitted on any Lot. Temporary buildings or structures used during the construction or improvement of a Residence shall be expressly approved by the Architectural Standards Committee and shall be removed immediately after the completion of construction.

3.6.6 **Structures for Animals and Children's Playhouses:** No structure for the care, housing or confinement of any animal shall be constructed over 4 feet in height or having a floor area of more than 25 square feet without approval of the Architectural Standards Committee. No Children's Play House shall be constructed over 6 feet in height or having a floor area of more than 25 square feet without the approval of the Architectural Standards Committee.

3.6.7 **Antennas:** No antenna shall be visible from adjacent lots or streets.

3.6.8 **Utility Service:** No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed and maintained pursuant to plans and specifications approved by the Architectural Standards Committee. Specifically, all such lines, wires or other devices shall be concealed underground.

3.6.8.1 **GAS:** Storage tanks for gas service shall be fully screened from the view of Lot Owners and streets in a form approved by the Architectural Standards Committee.

3.6.9 Motor Vehicles: No vehicle in an inoperable condition or without a current state inspection safety sticker shall be kept, placed, maintained or repaired upon any Lot or street within the Project in such a manner as will be visible from adjacent Lots or streets; provided, however, that the provision of this paragraph shall not apply to temporary motor vehicle repairs in an Owner's garage.

3.6.10. Boats, Mobile Homes, Campers or Vans: No boat, mobile home, camper, van, recreational vehicle or trailer shall be parked, kept, placed, maintained, or repaired upon any lot or street within the project in such a manner as will be visible from adjacent lots or streets. A boat may be kept on a homeowners property if it is placed behind landscaping or screening material so that the boat is not visible from the street or an adjacent lot.

3.6.11 Nuisances: No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Lot, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly, harmful, or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any Lot so as to be harmful or detrimental to any property in the vicinity thereof or to its occupants. Should undue noise result from the operation of any air-conditioning system or swimming pool filtering pump unit or units, the Owner shall, without delay, upon request of the Association, by its agents, design additional soundproofing methods and, upon approval of such methods by the Architectural Standards Committee, proceed expeditiously with necessary adjustments.

3.6.12 Clothes Drying Facilities: No outside clotheslines or other outside clothes drying or airing facilities shall be maintained except in an area adequately concealed so as not to be seen from a street or any Lot. The drying or airing of clothes on balcony railings visible from a street or any Lot will not be permitted.

3.6.13 Parking: Owners and tenants occupying a Residence shall at all times park their automobiles and other permitted motor vehicles in the garage, carport, or driveway. Parking is not permitted under any circumstances (other than for a 24 hour period in the event of emergency inoperability) of a motor vehicle on any unpaved area of the Lot visible from the street or in the Lot's required Green Zone.

3.6.14 **Machinery and Equipment:** No heavy (or) large machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of Improvements on that Lot.

3.6.15 **Storage:** No open storage of furniture, fixtures, appliances and other goods and chattels not in active use will be permitted so as to be visible from any Lot or street.

3.6.16 **Right of Entry:** Upon 48 hour written notice (emergencies excepted) and during reasonable hours, any member of the Architectural Standards Committee or the Board or any authorized representative of any of them shall have the right to enter upon and inspect any Lot and the Improvements thereon for the purpose of ascertaining whether the provisions of the "Declaration" and this document have been or are being complied with. Such person shall not be deemed guilty of trespass by reason of such entry.

3.7 **EXTERIOR MAINTENANCE OF RESIDENCES:** Each Owner shall be responsible for providing the exterior maintenance of his Residence and all Improvements located on his Lot. Such exterior maintenance shall include the painting, repair, replacement and care of exterior building surfaces, roof surfaces, gutters, downspouts, glass surfaces and skylights of the Improvements, and, in general, the maintenance of the exterior of such Improvements in good repair, condition and appearance.

3.8 **LANDSCAPING AND EXTERIOR MAINTENANCE OF LOTS:** Each Owner shall be solely responsible for landscaping and maintaining his Lot including the parkway area between sidewalk and street in a manner consistent with preserving the attractiveness of this community.

3.9 **REPAIR AND RECONSTRUCTION:** If any Improvements on a Lot are damaged or destroyed by fire or any other calamity, the Owner of said Lot shall rebuild or repair the damage to its original state or as otherwise approved by the Architectural Standards Committee. In the event said Owner does not commence such rebuilding or repair within a reasonable time, which in no event shall exceed one year from the occurrence of such damage or destruction, the Association may bring suit to compel the Owner to perform said rebuilding or repair.

3.10 **VARIANCES:** Individual solutions, at variance with the provisions of this Article III, will be considered on their architectural merit and on their contribution to the objectives stated above. Such variances shall be specifically requested in

writing by the Owner or his Architect, and such request shall detail the reasons therefore. No variance will be permitted unless the Owner or his architect has obtained the prior written approval for such variance from the Director of the Department of Land Utilization of the City and County of Honolulu.

ARTICLE IV

ARCHITECTURAL STANDARDS COMMITTEE

4.1. ORGANIZATION: There shall be an Architectural Standards Committee consisting of three or more members.

4.2. DESIGNATION OF MEMBERS AND TERMS OF OFFICE:

4.2.1. Membership: The Members of the Committee shall be appointed by the Association Board of Directors.

4.2.2. Terms of Office: Each member shall hold his office until such time as he has resigned, been removed, or his successor has been appointed.

4.2.3. Appointment and Removal: Exercise of the right of appointment and removal shall be evidenced by the majority vote of all directors of the Association and placed in the Minutes of the Association for each new Committee member appointed and each member replaced or removed from the Committee.

4.2.4. Resignations: Any member of the Committee may at any time resign from the Committee upon written notice to the Association Board.

4.2.5. Vacancies: Vacancies on the Committee, however caused, shall be filled by the Board.

4.3. DUTIES: It shall be the duty of the Committee to consider and act upon such proposals or plans submitted to it and to perform such other duties imposed upon it by the Declaration and this document.

4.4. MEETINGS: The Committee shall meet from time to time as necessary to perform its duties properly. A quorum of the Committee shall consist of sixty percent of the members. In the absence of a quorum the Committee shall act in accordance with the procedures set forth in Section 4.12. The vote or written consent of a majority of members present shall constitute a binding determination.

4.5. ARCHITECTURAL STANDARDS COMMITTEE RULES: The Committee may adopt, amend and repeal, by majority vote, rules and regulations to be known as "Architectural Standards Committee Rules". Said Rules shall interpret and implement the provisions of the Declaration and this document, provided, however, that

said Rules shall not be in derogation of the minimum standards required by this document. A copy of the Architectural Standards Committee Rules shall be made available by the Committee for the inspection of any Owner, architect or agent of the Owner or architect.

4.6. DESIGN REVIEW APPLICATIONS:

4.6.1. Permit for Construction and/or Alterations.

Any construction or reconstruction of, or the refinishing or alteration of any part of, the exterior of any Improvement upon any Lot is absolutely prohibited until or unless the Owner of such Lot first obtains the approval therefor from the Committee and otherwise complies with all of the provisions of this document. If any Owner fails to obtain such approval, the Association shall take whatever legal means it deems appropriate. Any Owner proposing to perform any work which under this Section requires the prior approval of the Committee, shall apply to the Committee for approval as follows:

4.6.1.1. Notification and Submission of Plans by Owner. The Owner shall notify the Committee of the nature of the proposed work and submit for approval preliminary plans and specifications for the proposed work including the following:

(i) a plot plan of the lot showing (a) original contour lines, (b) the location of all existing and/or proposed Improvements, (c) the proposed grading, drainage and roof plan, (d) the location of all proposed utility installations, (e) setback lines;

(ii) floor plans;

(iii) drawing showing all elevations including Height Limit(s) under Section 3.1.2 and the highest existing Natural Grade certified by a licensed surveyor;

(iv) description of exterior materials and colors;

(v) work drawings and construction specifications;

(vi) the Owner's proposed construction schedule.

4.6.1.2. Standards for Plans. All plans and drawings shall be clearly labeled and shall be submitted with a dated cover letter stating any special requests for exception(s) or variations to the "Guidelines" or "Declaration."

The plot plan shall be either 1/8 inch = 1 foot, 1 inch = 10 feet or larger scale. In addition the Owner or his architect shall also provide the Committee with three copies of a reduced scale plot plan at a 1 inch = 40 feet scale accurately and legibly showing the same items and details as the aforementioned plot plan as well as roof lines for all Improvements. This plan will be used to assemble a composite layout plan for the Project, showing the relationship of proposed locations of all Improvements and drainage control facilities. This layout plan will assist the Committee in its review of Residence sitings.

The floor plan shall be at a 1/4 inch = 1 foot scale, showing plans for each level.

Exterior elevations shall be at a 1/8 inch = 1 foot scale, showing each exposed side of the proposed Improvements, indicating proposed exterior materials and general color scheme.

Cross sections shall be at a 1/4 inch = 1 foot scale.

The plans shall show additional sections through ridge lines and/or high points of the roof showing the dwelling height in relation to the imaginary plane for adjacent houses using the determination of height limitations set forth in Section 3.1

The plans shall show the use of swimming pools and ponds, air conditioning systems and solar heating systems, if any are contemplated for use by the Owner.

4.6.1.3. Employment of Architect. All plans and specifications submitted must be prepared by an Architect.

4.6.2. Approval of Plans. If the proposed plans and specifications conform to the Declaration and Guidelines, the Committee will approve them without undue delay and will so notify the Owner in writing.

4.6.3. Disapproval of Plans. If a majority of the members of the Committee, find that the proposed work is unacceptable, then the Committee shall not approve the plans, drawings and specifications submitted to it and shall so notify the Owner concerned in writing, setting forth the reasons for such disapproval and request a resubmission.

4.7 PROCEEDING WITH WORK: Upon receipt of approval from the Committee the Owner shall commence work as soon as practicable, but in all cases, within one hundred eighty days. If the Owner shall fail to comply with this Section, any approval given shall be deemed null and void.

4.8 FAILURE TO COMPLETE WORK: The Owner shall in any event complete the construction, reconstruction, alteration or refinishing, of any such Improvement within eighteen (18) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner or his agents. If the Owner fails to comply with this section, the Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 4.9 below as though the failure to complete the Improvement were a noncompliance with the approved plans.

4.9 INSPECTION OF WORK: Inspection of work and correction of defects therein shall proceed as follows:

At any time, the Committee, or its duly authorized representative, may inspect an Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved plans. If the Committee finds that such work was not done in substantial compliance with the plans, it shall notify and ask the Owner to remedy such noncompliance.

4.10 GOVERNMENTAL APPROVALS: Under no circumstances shall the approval by the Committee be considered satisfaction of any requirement to obtain from local government agencies permits for construction, the responsibility for which shall be solely that of the Owner.

4.11 LIABILITY: Neither the Committee or any member thereof shall be liable to the Association or to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of:

(i) the approval or disapproval of any plans, drawings and specifications, whether or not defective;

(ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; or

(iii) the Improvement or any manner of improvement of any Lot;

4.12 NONEXISTENCE OF ARCHITECTURAL STANDARDS COMMITTEE:

In the event that at any time through death, absence from the State, resignation, or for any other reason, there shall not be a Committee or there shall not be a quorum necessary to act on a particular matter, and such situation lasts for a period of not less than twenty days, then, and until there shall again be a Committee with sufficient members, all matters requiring such approval or action may be approved or done by the remaining members of the Committee, if any, together with the President of the Association. If the President is absent, any Association Officer or Director thereof may act together with the remaining members of the Committee, if any. The Association Officer or Director and any Committee member must certify and document that the required members were not present, and that they were acting pursuant to the authority of this Section. Such approvals and actions shall be conclusive between the Owners, the Committee, the Association, or from anyone deriving any interest in a Lot through an Owner, and any other person. The Association Officer or Director acting hereunder shall be entitled to employ an architect or engineer to render technical advice.

ARTICLE V

GENERAL PROVISIONS

5.1. AMENDMENT AND DURATION:

5.1.1 Amendment: This document may be amended as required by a majority vote of the Architectural Standards Committee.

5.1.2 Duration: This document shall remain in effect until superseded or cancelled.

5.2 ENFORCEMENT AND NONWAIVER:

5.2.1 Right of Enforcement: Except as otherwise provided herein, Bishop Estate (for leasehold properties), the Association, or any Owner or Owners shall have the right to enforce any and all of the limitations, covenants, conditions, restrictions, obligations, liens and charges now or hereafter imposed by the Declaration or this document upon the Owners or upon any Lot in the Project. The costs of enforcement, including court costs and attorney's fees, shall be paid by any Owner who is in violation.

5.2.2 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in the Declaration or this document shall not constitute a waiver of any right to enforce any such provisions or any other provisions thereof.

5.3 OBLIGATIONS OF OWNERS: No Owner may avoid the burdens or obligations imposed on him by the Declaration or this document through misuse or by abandonment of his Lot.

5.4 CONSTRUCTION AND SEVERABILITY: All of the covenants, conditions and restrictions of the Declaration and this document shall be liberally construed together to promote and effectuate the fundamental concepts of the Project as set forth in the Declaration and this document.

5.5 ASSIGNMENT OF POWER: Any and all of the rights and powers vested in Bishop Estate pursuant to the Declaration and this document may be delegated, transferred, assigned, conveyed or released by Bishop Estate to the Association and the Association shall accept the same effective upon recording by Bishop Estate of such a notice.