

## OPUKEA AT LAHAINA COMMUNITY RULES

### A. PURPOSE OF THESE RULES

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

### B. TERMINOLOGY

1. Agent. Any real estate broker, corporation, firm or individual empowered to act on behalf of any residence owner.
2. Association. The Association of Home Owners of Opukea at Lahaina.
3. Board. The board of directors of the Association.
4. Building. Structures identified as building A through G on the Condominium Map.
5. Bylaws. The Bylaws of the Association, as amended from time to time.
6. Community. Opukea at Lahaina residence community.
7. Condominium Map. Map illustrating site plan for Opukea at Lahaina
8. Declaration or Opukea Declaration. The Declaration of Condominium Property Regime of Opukea at Lahaina, as amended from time to time.
9. Design Guidelines. The Design Guidelines set out in Section F.7 of these rules.
10. Guest. A person who resides other than at the Community and visits the Community for a period of time at the invitation of an occupant.
11. Home. A residence in the Community.

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

13. Occupant. A person who occupies a residence.

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

15. Community Rules. Community Rules for Opukea at Lahaina.

16. All terms defined in the Declaration and in the Community Rules with initial capitalization shall have the same meaning as set forth in the Declaration.

### C. OCCUPANCY OF HOMES

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

2. Number of Occupants. Occupancy shall be in accordance with any limitations imposed by State or municipal law or ordinances.

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

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

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

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

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

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

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

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

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

12. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle. Disposal of rubbish is accomplished through the trash chute located in the trash room on each level. General rules to follow:

i. Individual residence trash compactors are prohibited. The excessive weight and size of compacted trash would cause damage and/or an obstruction of the trash chute.

ii. All refuse placed in the trash chute should be secured in leak-proof plastic bags.

iii. The Community's trash chute is not designed to accommodate recyclables.

iv. Bags should be limited in size to approximately 18" x 18". Trash bags should not be forced through the trash chute opening.

v. Heavy objects, boxes, packing materials, Styrofoam, or any other material that can expand, should not be put down the trash chute. Please feel free to contact the building's Managing Agent to arrange for necessary disposal of these items. Heavy objects thrown down the trash chute can cause injury to personnel servicing the bins.

vi. Under no circumstances should any trash items be left in any unit's entry area, any hallway, or the stair areas.

**D. RENTALS/TEMPORARY OCCUPANCY**

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

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

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

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

#### **E. COMMON AREAS, LANAIS, PRIVATE YARD AREAS, PARKING AREA**

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

2. Lanais. Lanais may be furnished appropriately with chairs, lounges and small tables and shall be kept in an orderly manner. Garments, rugs, mops or other objects shall not be dusted or shaken from windows and lanais or cleaned by beating or sweeping on the lanais or any exterior part of the buildings. No improvement shall be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of the lanais. No hanging screens, banners, or wind chimes and no other accoutrement (other than plants), which may be visible from any other Home, the Common Elements, or the Community are permitted on any portion of the lanais. Any plants placed on lanais must be approved by the Board, must have sufficiently large receptacles to contain all drainage from such plants, and must not be allowed to collect condensates or moisture between the receptacles and the floor of the lanais.

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

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

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

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

7. Recreation Areas. Owner and Occupants may use any recreational facilities of the Community if developed in the future, provided that each Owner and Occupant shall assume all risk of personal injury or property damage that may result from the use of the recreational facilities by themselves or their family members and Guests. A Guest of any Owner or Occupant may use such facilities only when accompanied by such Owner or Occupant. The Developer reserves the right to adopt rules for the Recreation Areas, which may include but is not limited to a spa, swimming pool, recreational building, and barbeque areas.

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

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

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

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

12. Private Yard Area Landscaping. Owners or Occupants of Homes shall not plant or place any potted tree(s) or other vegetation on any part of the Private Yard Area with root systems or foliage growth patterns which can impair any portion of the common elements or utility services of the Community, and shall keep vegetation trimmed at all times so as not to interfere with the views of other Homes. Owners should consult with the Managing Agent of the Board prior to landscaping or engaging in related activities in the Private Yard Area.

## **F. MAINTENANCE, REPAIRS AND MODIFICATIONS**

### **1. Maintenance of Homes.**

(a) Every Owner shall at all times promptly perform all repair and maintenance work within his or her Home, the appurtenant Private Yard Area and related Private Yard Area fences and Party Walls, if applicable, for which the Owner is responsible

pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Home, caused by his or her failure to do so.

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

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

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

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

4. Structural Changes. No structural changes of any type shall be permitted to a Home except as permitted under the Declaration and the Bylaws. No additions or alterations to the original design of a Home, which are visible from the exterior of any Home, shall be permitted except as authorized pursuant to the Declaration and the Bylaws. The addition of air conditioner units is considered an alteration for the purposes of these rules.

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

6. Elevators. Owner's access devices are restricted to the elevator in the Building in which the Owner's respective Home is located, as well as any exterior entrance monitored electronically. Although the service elevator, if any is shown on the Condominium Map, is a passenger elevator for use by all Owners, it is primarily for the use of building staff, vendors, contractors, deliveries, move-ins, and for transporting pets and bicycles to and from Owner's residences.

7. Design Guidelines.

The Board has the responsibility for preserving and maintaining architectural and landscaping standards with respect to improvements to Homes within the Community. The primary objective of the Board in meeting this responsibility is to insure harmonious aesthetic relationships between individual buildings and their sites and to insure compatibility of each Home and its improvements with the architectural and landscaping standards which prevail within the Community as a whole.

The Board will attempt to accommodate the desires of individual homeowners; but given its primary responsibility of maintaining and preserving the architectural and landscaping standards developed under the protection of the Declaration and these Design Guidelines, the Board cannot - and will not - approve designs and materials that, in its opinion, will have an adverse effect upon the architectural and landscaping standards of the Community. If determined appropriate by the Board, the Board may establish a design review committee ("DRC") to enforce the design guidelines set out in these rules. The DRC shall consist of no fewer than three but no more than five members and shall have exclusive jurisdiction (concurrent with the Board) over all construction on any portion of the Community and over all modifications, additions or alterations made to improvements on the Community.

7.1. Compliance and Approval. All improvements and modifications to Residences and Private Yard Areas must be approved by the Association and must comply with all applicable statutes, ordinances, codes, rules and regulations. By listing the items in the Guidelines below does not indicate the likelihood of the Board's approval as all improvements shall be controlled by the specifications in the Declaration. For purposes of these rules, "improvements and modifications" include all Buildings, structures, parking areas, loading areas, fences, walls, hedges, plantings (including trees and shrubs), poles, driveways, pond, signs, changes in any exterior color or shape, excavation and all other site work including without limitation grading, utility improvements, removal of trees or plantings and so forth and any new exterior construction or exterior improvement which may not be included in the foregoing. Improvement does not include repair or replacement (with the same species) of turf, shrub or tree of a magnitude which does not change the exterior colors or exterior improvements. Improvement does include both original improvements and all later changes and improvements.

7.2. Guidelines.

(a) Landscaping.

Private Yard Areas, if any are shown on the Condominium Map, shall be landscaped by the Owner within ninety (90) days after occupancy. Upon request by the Owner, the Board may authorize an extension to this landscaping time requirement when landscaping improvements require extensive grading or excavation work, the installation of retaining walls and/or fences, walkways, or patios which are visible from the street. Such extensions, however, shall not be granted for more than six months after the 90-day period. The Board may also extend the 90-day period if the Owner makes a substantial and significant effort to complete the landscaping in a timely manner. "Substantial and significant effort" will be determined by the good judgment of the Board.

Owners shall attractively landscape their Private Yard Areas, if any are shown on the Condominium Map, and any portion of a residence visible to a street or neighboring property shall be maintained in a good and clean condition. At a minimum, Owners' residences shall be properly graded, weeded (noxious weeds and vegetation removed) and planted with a suitable ground cover, plants and nonlandscaping materials. Owners shall refer to The Recommended Plant List for plants suitable for the community's climate and soil conditions, which list is attached to these Rules as Attachment "1".

Owners must obtain Committee approval before planting vegetable gardens in yard areas or planting strips located along adjoining streets.

Owner shall comply with all rules adopted by the Board applying to all streets within the Community:

- (1) It shall be unlawful for any person to prune, or remove trees growing in the Planting Strip.
- (2) It shall be unlawful for any person to plant trees in the Planting Strip.
- (3) It shall be unlawful for any person to injure or destroy trees in the Planting Strip in any manner or by any means, including but not limited to:
  - (a) Constructing a concrete, asphalt, brick or gravel sidewalk or otherwise filling in the ground area around any tree so as to shut off the air or water from the roots.
  - (b) Piling building materials, equipment or other substance around any tree so as to cause injury.
  - (c) Pouring any deleterious or poisonous matter on or around any tree, or on the ground, sidewalk or lawn.
  - (d) Posting any sign, advertisement, or notice on any tree, tree stakes or guard or fastening any guy wire, cable, or rope to any tree, tree stake, or guard; provided, however, that under supervision of the Director, warning, traffic and official notices may be temporarily installed or placed on tree trunks.
  - (e) Damaging any tree stake, or guard with a vehicle or animal, or in any other manner causing injury to any tree.

(b) Additions and Enclosures.

In general, additions and enclosures shall have matching materials, details, colors, and be in appropriate scale to the existing dwelling. Further, the architectural theme and



general quality of the existing dwelling shall be maintained. Variances will be considered only to the extent of their conformance to these guidelines.

- i All materials used for structures shall be termite and fungus free and shall not be used or secondhand. Materials shall not be garish by nature or as a result of their use with other materials. A mix of materials shall only be used if the materials in the proposed use will complement one another. Proposed materials, which are subsequently unavailable, shall not be substituted for materials that are unacceptable to the Board.
- ii When constructing a new addition or enclosure, the Owner shall be required to carry the new paint to a natural breaking point in the building such as a corner or a change of materials, etc., in order to blend with the existing structure. The term "paint to match" when applied to solid walls or additions or enclosures for the purposes of these Guidelines is defined as matching the wall color of the primary dwelling. Matching an accent or tint color or using "complementary" colors does not satisfy the requirement to "paint to match". The Owner shall seek approval from the Board if the Owner wishes to use a color other than those colors that have been previously approved as primary wall colors for walls, additions, enclosures, etc.
- iii Screen doors may be installed provided they are finished in such a way as to match the siding or trim and are kept in good repair. Aluminium and steel screen doors and doors with exposed reflective material are prohibited.
- iv Soil under all concrete slabs on grade and under all building floors, whether on grade or over air space, and all footing and masonry foundation walls shall be treated against subterranean termites. All termite treatment work shall be performed by a properly licensed and qualified pest control operator. Chemicals used outside the buildings or in accessible spaces under buildings shall be used only in strict accordance with all governmental laws and regulations and with the highest regard for the safety of children, plants and pet life.

(c) Concrete Slabs and Walkways.

In general, concrete work such as walkways will be approved providing that slabs and walkways leave adequate room for landscaping within the Private Yard Area. All concrete slabs shall be properly treated for termites.

(d) Roofs.

New roofs shall conform in design and materials to the roofs that were on the homes when they were first constructed. Metal or canvas awnings are prohibited. Connections between existing roofs and new roof additions shall preserve the overall form and architectural style of the dwelling.

(e) Built-In Barbecues.

Permanent barbecues and barbecue pits may be constructed in Private Yard Areas, if any.

(f) Dog Houses, Shade Houses, Storage and Tool Sheds.

Dog houses, shade houses, storage and tool sheds and such structures are not permitted.

(g) House Decorations.

Temporary holiday or special event decorations shall not be installed more than 30 days preceding a holiday or event and shall be removed no later than 15 days after the holiday or event.

(h) Drop Blinds.

Drop blinds for lanais and balconies shall meet the following criteria:

- i. No garish or "loud" colors shall be used.
- ii. Blinds shall be maintained at all times.
- iii. Blinds shall be rolled and/or adequately tied down during periods of high winds to avoid slapping and banging, causing annoyance to adjacent residents.

(i) Disposal of Construction Waste and Debris.

Each Owner shall be responsible for promptly disposing of construction waste and debris and for keeping the public, private and common areas surrounding his property free of waste and debris at all times. There is no dump site available within the Community.

(j) Signs.

Unless approved by the Board, as appropriate, no signs whatsoever, including without limitation, commercial, political or similar signs, visible from the street shall be erected or maintained upon on any residence except:

- i. Such signs as may be required by legal proceedings;
- ii. Residential identification signs of a combined total face area of one square foot or less for each resident;
- iii. During the time of construction of any residence or other improvement, job identification signs having a maximum face area of twenty-four (24) square feet per sign and of the type usually employed by contractors, subcontractors and tradesmen;
- iv. Not more than one "For Sale" or "For Rent" sign having a maximum face area of six (6) square feet, such sign to refer only to the premises on which it is situated; and

- v. Signs erected by the Board or by the Declarant.
- (k) Reflective Finishes and Window Tinting.

No reflective finishes shall be used on exterior surfaces (other than glass and the surfaces of hardware fixtures) where such exterior surface is visible from neighboring property. Highly reflective window tinting which creates glare on adjacent properties or streets is not to be construed as a "glass" exception to the reflective finish restriction. Such window tinting treatments are specifically prohibited.

All window tinting installations are subject to review. While homeowners are generally concerned with the levels of light and heat transmission, the Board's review focuses on light and heat reflectance. Applications for window tinting shall be accompanied by a manufacturer's specification sheet and a minimum 3" x 5" sample. Metallic finishes are discouraged.

- (l) Reserved.
- (m) Refrigerators/Freezers/Washers/Dryers.

Refrigerators, freezers, washers, and dryers may be located in garages, if any. They shall not be located in carports, if any, or lanais so as to be visible from the street or neighboring properties.

7.3. Solar Energy Device. Solar Energy Devices are permitted or restricted in the Community to the extent provided in HRS Section 514B-140(c) and HRS Section 196-7(f).

7.4. Architectural Review Procedures. The following procedures must be completed and approval granted by the Board prior to beginning construction of any additions, alterations, or improvements and modifications to any Residence and/or any Private Yard Areas subject to the Declaration which alter the exterior appearance of any residence or structure, including landscaping, walls and fences, and including the painting of additions or modifications made by the Owner. These procedures and the Board review and approval are only for compliance with the Community planning and design standards. Owners are responsible for obtaining any necessary County building permits and for complying with all applicable codes, ordinance and regulations. No application will be considered by the Board unless Owner is a member in good standing, i.e., has no outstanding violations of the Declaration and these rules and guidelines.

Non-Applicability to Declarant. Except as expressly provided, the provisions of Section 7.4 shall not apply to any property or Improvements owned or installed by the Declarant, and neither the Board nor, if appointed, the Architectural Committee shall have any rights of review or approval with respect thereto. Without limiting the foregoing, Declarant need not seek or obtain the approval of the Architectural Committee, the Board, the Association, or any Owner for any Improvement constructed, reconstructed, modified, or placed on any portion of the Property by Declarant. Further, any alteration, modification, or removal of any Designated Limited Common Element Walls or Floors shall, for a period of ten (10) years after the date a certificate of occupancy is issued for the last Home in the Community, require the prior written consent of the Declarant unless Declarant has notified the Association, in writing, that it no longer desires to exercise such right of review and approval. In any case where the Improvements to be constructed within a Home require the consent of any Mortgagee of the Owner, the Owner shall provide evidence to the Architectural Committee that such Mortgagee has consented to the

proposed Improvements. Nothing in this section shall impair or diminish the rights reserved to Declarant under the Community Rules.

Step 1: Submit one completed copy of "The Community Association Application for Approval of Improvements Form" to the Board. This form can be obtained at the Community Association office or from the property manager's office.

Step 2: Submit three copies each of the site plan, and if applicable the building plan, for any improvements

a. Site plan (Scale 1 inch = 20 feet)

The site plan provided should contain adequate grade information to allow for quick evaluation and decisions on wall heights, drainage swale modifications, etc. The outline of the proposed modification should be clearly identified on the site plan in order that the proposed modifications can be evaluated in relation to the existing improvements.

b. Building Plan (Scale 1/4 inch = 1 foot)

Detail drawings which clearly show the Owner's proposed modifications. For instance, for walls or fences, adequately scaled sections and details of walls and proper identification of the location of these details on the site plan are essential. Samples of materials (or alternate description acceptable to the Board) should be provided with the application.

Show plan (top view) in form elevation, all elevations (front, rear and side views), and cross-sections. If the proposed structure is to be connected to an existing structure, drawings must show the relationship to the existing structure and a detailed cross-section of the point of connection must be provided.

Building plans must include the type and finish of the exterior materials, which should usually match an existing structure's materials and colors. If the structure or structures are to be finished in a different color, samples of both existing and proposed colors must be on file or provided with the application.

Step 3: Each application must be accompanied by the appropriate review fee.

a. Maintenance and Repairs Permit. No fee will be charged if the proposed work replaces existing materials and colors with substantially identical materials and colors.

i. \$50.00 fee will be charged for work that is not described by the above.

Applicable types of work:

Replanting.

ii. Minor Permit: \$100.00.

For site improvements and structures as listed below.

Applicable types of work:

Walls, fences, retaining walls.  
Installation of solar panels.  
Landscaping other than replacement and replanting.  
Adding screen doors or other fenestration.  
Any doghouse, tool shed, barbecue pit, or any other permanent structure.  
Any other type of site improvements or structures determined by the Board to require a minor permit.

iii. Full Permit: \$200.00.

For building and structural work entailing any new construction or additions and modifications to the building or structure of the original dwelling and garage, regardless of construction cost. Applicable types of work:

New building or structure.  
Lanai extension.  
Roof Extension.  
Trellises, gazebos.  
Any other type of site improvements or structures not previously described, or deemed by the Board to require a full permit.

iv. Resubmittals.

There is no charge for the initial resubmittal in response to the Board's comments. An additional 50% of the original fee will be charged for any subsequent resubmittals, or for any resubmittal involving changes substantial enough to be considered a new design.

v. Consultants' Fees.

If the Board determines that an Application requires the review of a professional consultant, including architects, engineers and other professionals, the Board may charge the consultant's fees to the Owner (in addition to the Board's basic review fee); provided that before any consultant review is commenced, an estimate of the consultant's fee shall be determined and approved by the Owner in writing. The consultant may be a member of the Board.

vi. Board Expenses.

The Board may charge any costs incurred by the Board or its members in connection with the Board's review of an Application for Design Review. Such costs or expenses shall be in addition to the Board's basic review fee and any consultant's fee.

Note: The Board shall, in its sole discretion, determine the appropriate fee for each application. The above permit processing fees may be revised by the Board

as deemed necessary. The current fee schedule at any point in time is available in the property manager's office.

Depending upon the complexity and the adequacy of the plans, the review process by the Board may take from one to six weeks after receipt of a complete application package. The Board process will begin when the application and all required drawings and documents are received by the Board. Applications may be disapproved, approved, or approved with changes. If the plans are disapproved, the plans must then be revised to conform with the Board's design requirements and resubmitted for reconsideration and approval within 120 days in order to avoid additional application permit processing fees. Oral requests for approval or preliminary approval of proposed work that is subject to these rules and regulations will not be accepted, either in person or over the telephone.

Step 4: If the Board approves the application, with or without changes or subject to conditions, a permit will be issued, and the applicant shall then apply for any necessary permits or approvals as required by the County building department within 30 days after the Board permit is issued. Board permits are good for 120 days after issue. If start of construction is delayed beyond this date, a new permit must be obtained and the Owner will be required to pay any applicable permit processing fees. If, however, the building department fails to issue the necessary permits or approval within a reasonable time after the Board approves the application, the Board may authorize an extension to the 120-day period for a reasonable length of time. If the application is not approved, it must be revised to conform with the Board's requirements and resubmitted for reconsideration and approval within 120 days in order to avoid additional application permit processing fees. Oral requests for approval or preliminary approval of proposed work that is subject to these rules and guidelines and regulations will not be accepted, either in person or over the telephone.

The fact that an Owner has scheduled work, arranged financing, entered into a contract for materials or labor, received approval from County agencies having jurisdiction over related permit approvals, or will suffer any alleged hardships shall not be a basis for any modifications to the approval process required by the Board under the provisions of the Declaration and these rules and guidelines.

Contractors and suppliers may not submit plans, materials, or products for review to the Board. The Owner has the sole obligation to submit plans for work to be performed.

The application to and the review and approval by the Architectural Committee of any proposals, plans, or other submittals shall in no way be deemed to be satisfaction of or compliance with any building permit process or any other governmental requirements, the responsibility for which shall lie solely with the respective Owner.

#### 6.5 Penalties.

The Board will notify and/or fine Owners who violate these Design Guidelines as provided in this Section. Owner shall be deemed to have received notice provided in this

Section three (3) business days following the deposit of the notice in the U.S. mail ("Owner's Receipt"):

- 1st Violation Letter - Board will notify Owner that the Owner must correct the violation within 30 days of Owner's Receipt of the foregoing notice.
- 2nd Violation Letter - Board will notify Owner via regular and certified mail that the violation must be corrected within 30 days of Owner's Receipt of the notice. The Owner will also be warned that there is a fine in the amount of \$50.00 if violation is not corrected by the deadline.
- 3rd Violation Letter - Board will notify Owner sent via regular and certified mail that the Owner is fined \$50.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, Owner will be fined an additional \$100.00.
- 4th Violation Letter - Board will notify Owner via regular and certified mail that the Owner has been fined \$100.00 and that if the violation is not corrected within 30 days of Owner's Receipt of the foregoing notice, the matter may be turned over to attorney for enforcement. The legal fees for this effort will be charged to Owner.
- 5th and Subsequent Violation Letters - Following the House Rule violation letter, counsel retained by the Association will notify the Owner to remedy the violation and advise the Owner that the Owner will be assessed all legal fees and costs until the violation is corrected.

#### **G. PARKING AREAS, ROADWAYS, GARAGES**

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

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

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

4. Parking in Proper Place. No parking is allowed on any roadway except in designated areas (e.g., designated assigned Guest parking stalls and parking permitted zones

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

4.1 Parking in driveways servicing only a single Residence, if any, is permitted as long as sidewalks and passageways are not obstructed. No parking is permitted (i) on driveways servicing more than a single Residence or (ii) within the Community access road so long as it is private, unless authorized by the Board of Directors in the Community Rules or in accord with County regulations if and when the roadways are dedicated. The Board may enforce this restriction on parking.

4.2 Vehicles shall not be parked anywhere in the Community except parking areas designated for parking of motorized vehicles. Subject to the terms below, only Authorized Vehicles may be parked in Community parking areas. "Authorized Vehicles" means motorized land vehicles designed and used primarily for passenger transport, such as automobiles, passenger vans designed to accommodate ten or fewer people, two wheel motorcycles, pick up trucks having a manufacturer's rating or payload capacity of one (1) ton or less, golf carts and similar vehicles and any vehicle owned, used, or authorized by Declarant.

4.3 Prohibited Vehicles shall not be parked, stored, or kept in any parking or other areas in the Community. "Prohibited Vehicles" means recreational vehicles (e.g., motor homes, travel trailers, camper vans, boats, 4-wheel all terrain vehicles, dune buggies, etc.) commercial type vehicles (e.g., any vehicle with a commercial license plate, stake bed trucks, tank trucks, dump trucks, step vans, concrete trucks, trucks with any exterior commercial advertisement, or other similar vehicles), trailers, inoperable vehicles or parts of vehicles, aircraft, other similar vehicles, or any vehicle or vehicular equipment deemed a nuisance by the Board including motorcycles, mopeds and other vehicles that are without mufflers or have modified mufflers that exacerbate engine noise and exhaust to a limit that the Board or Managing Agent deem objectionable. Buses or vans designed to accommodate more than ten (10) people shall be restricted in their travel under such rules pertaining to safety and traffic circulation as the Board may adopt. Vehicles owned or engaged by the Declarant and the Association, or their contractors, vendors or suppliers for use in the construction or maintenance of improvements or Common Elements shall not be Prohibited Vehicles. Delivery vehicles shall be restricted in their travel under such rules pertaining to safety and traffic circulation as the Board may adopt.



4.4 Authorized Vehicles owned or operated by or within the control of an Owner or occupant of an Owner's Unit and kept within the Community shall be parked in that Owner's assigned parking stalls, if any. No vehicle shall be parked in any parking stall if the vehicle does not completely and clearly fit between the painted parking lines designated for a parking stall or otherwise physically fit wholly within the designated space or any other portion of the parking areas in the Community designed for ingress and egress of vehicles. No vehicle shall be parked in the Community that obstructs free traffic flow, constitutes a nuisance, violates the Community Rules or the Declaration, or creates a safety hazard. The parking areas in the Community shall be used for parking only and shall not be used for storage, living, recreational, business or solicitation purposes. No maintenance, repair, restoration, or construction of any vehicle shall be conducted in the Community. The terms of the section does not apply to Declarant or its assigns.

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

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

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

## H. PETS

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

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

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

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

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

## **I. NOISE, NUISANCES AND HAZARDS**

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

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

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

## **J. GENERAL RULES AND REGULATIONS**

### **1. Employees of the Association.**

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

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

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

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

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

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

**K. ENFORCEMENT OF RULES**

1. Violations and Damages.

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

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

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

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

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

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

(b) Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys'

fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

L. **AMENDMENTS**

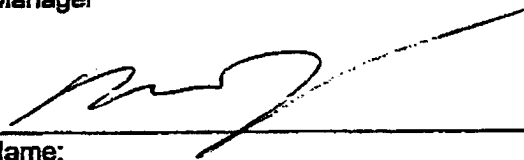
These rules may be amended by the Developer, acting as the Association, at any time prior to the first meeting of the Board of Directors and thereafter, only by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

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The Developer, acting as the initial Association, hereby adopts the foregoing Community Rules as the Community Rules for Opukea at Lahaina on behalf of the Association this day of August 14, 2006.

D.R. HORTON-SCHULER HOMES, LLC,  
a Delaware limited liability company,  
dba D.R. HORTON-SCHULER DIVISION

By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation  
Its Manager

By   
Name:  
Title:

**Attachment "1"**  
**Recommended Plant List**

COMMON NAME

BOTANICAL NAME

**PALMS**

Areca Palm  
Bottle Palm  
Chinese Fan Palm  
Coconut Palm  
Fiji Fan Palm  
Fishtail Palm  
Licuala Palm  
MacArthur Palm

Chrysalidocarpus lutescens  
Mascarena lagenicalus  
Livistonia chinensis  
Cocos nucifera  
Pritchardia pacifica  
Caryota mitis  
Licuala grandis  
Ptychosperma macarthuri

**TREES**

Medium Canopy

Autograph Tree  
Eucalyptus varieties  
False Kamani  
Fern Treet  
Fiddlewood  
Hala  
Kukui Nut  
Milo  
Octopus Tree  
Paperbark  
Satin Leaf

Clusia rosea  
Eucalyptus var.  
Terminalia catalpa  
Filicum declines  
Citharexylum spinosum  
Pandanus odoratissimus  
Aleurites molucanna  
Thespesia populnea  
Brassaia actinophylla  
Melaleuca leucadendron  
Chrysophyllum oliviforme

Small Canopy

Allspice  
Be-Still  
Euphorbia  
False Olive  
Harpullia  
Jaboticaba  
Madagascar Olive  
Podocarpus  
Strawberry Guava

Pimenta dioica  
Thevetia peruviana  
Euphorbia continifolia  
Elaeodendron orientale  
Harpullia pendula  
Eugenia cauliflora  
Noronhia emarginata  
Podocarpus gracilior  
Psidium cattleianum

## FLOWERING

African Tulip  
Bottlebrush  
Common Coral  
Gold Tree  
Hong Kong Orchid  
Jacaranda  
Jatropha  
Kalamona  
Narra  
Orange Kou  
Plumeria varieties  
Pink Tecoma  
Puakeniken  
Rainbow Shower  
Royal Poinciana  
Silver Trumpet

Spathodea campanulata  
Callistemon lanceolatus  
Erythrina crista-galli  
Cybistax donnell-smithii  
Bauhinia blakeana  
Jacaranda acutifolia  
Jatropha hastata  
Cassia glauca  
Pterocarpus indica  
Cordia subcordata  
Plumeria var.  
Tebebuia pentaphylla  
Fagraea berteriana  
Cassia javanica x fistula  
Delonix regia  
Tabebuia argentea

## SHRUBS

African Iris  
Bird of Paradise  
Dwarf Cycad  
Dwarf Date Palm  
Gardenia varieties  
Ginger varieties  
Heliconia varieties  
Impatiens  
Ixora varieties  
Kokutan  
Monstera  
Periwinkle  
Philodendron  
Plumbago  
Spathiphyllum varieties  
Spider Lily  
Ti Leaf

Moraea iridioides  
Strelitzia reginae  
Cycas revoluta  
Phoenix roebeleni  
Gardenia var.  
Alpinia var.  
Heliconia var.  
Impatiens sultani  
Ixora spp.  
Raphiolepis indica  
Monstera deliciosa  
Vinca rosea  
Philodendron selloum  
Plumbago capensis  
Spathiphyllum var.  
Crinum asiaticum  
Cordyline terminalis

## HEDGE MATERIAL

Croton  
Eldorado  
Hibiscus varieties  
Leea  
Mock orange  
Natal Plum  
Oleander  
Panax  
Podocarpus  
Snowbush

Codiaeum variegatum  
Pseuderanthemum reticulatum  
Hibiscus var.  
Leea coccinea  
Murraya paniculata  
Carissa grandiflora  
Nerium oleander  
Polyscias guilfoylei  
Podocarpus nerifolius  
Breynia nivosa rosi-picta

## VINES

Allamanda  
Bougainvillea varieties  
Cats Claw  
Creeping Fig  
Galphimia  
Huapala  
Jade  
Mandevilla  
Stephanotis  
Thunbergia

Allamanda cathartica  
Bougainvillea var.  
Doxantha unguis-cati  
Ficus pumila  
Tristellateia australasiae  
Ipomoea horsfalliae  
Strongylodon macrobotrys  
Mandevilla splendens  
Stephanotis floribunda  
Thunbergia grandiflora

## GROUND COVER

Asytasia  
Agapanthus  
Asparagus Fern  
Gazania  
Hemigraphis  
Joyweed  
Lantana  
Laua'e Fern  
Monda Grass  
Neomerica  
Portulaca  
Pothos  
Rhoeo  
Ruellia  
Syngonium  
Wedelia

Asytasia gangetica  
Agapanthus africanus  
Asparagus sprengeri  
Gazania rigens  
Hemigraphis colorata  
Altemanthera amoena  
Lantana  
Polypodium phymatodes  
Mondo japonicum  
Neomerica gracilis  
Portulaca grandiflora  
Pothos aureus  
Rhoeo discolor  
Ruellia ciliosa  
Syngonium podophyllum  
Wedelia trilobata

## GRASS

Bermuda  
Centipede  
St. Augustine  
Zoysia

Cynodon dactylon  
Eremochloa ophiuroides  
Stenotaphrum secundatum  
Zoysia tenuifolia



1/1/2018

## SAMPLE Move-In/Out Policy

In order to be as fair as possible to all residents at Opukea at Lahaina, the following procedures have been implemented. These procedures are the most equitable way to make sure all residents have an equal opportunity to move in or out of the property.

1. **ADVANCE NOTICE**: All owners and tenants must register with the Site Manager before they are allowed to make moving reservations. New unit owners must provide picture identification and a copy of proof of ownership documents and new tenants must provide picture identification and a copy of their lease agreement as part of the registration process. The Site Manager will be available Monday – Friday from 8:00 a.m. to 4:00 p.m. On Wednesdays from Noon to 8:00 p.m.
2. After the registration requirements and payment of applicable fees are completed, the Residents must schedule moves or large deliveries pertaining to move-ins, in advance with the Site Manager. Please note that the elevator is reserved on a first-come-first-served basis. It is advisable to reserve elevator time as far in advance as possible to avoid disappointment.
3. **HOURS**: Move-ins/Move-outs and large deliveries will only be allowed and scheduled **Monday through Saturday during the hours of 8:00 a.m. and 5:00 p.m.** Such events must be completed by 5:00 PM. **No Moves will be allowed on Sundays and Federal Holidays.** Please plan accordingly.
4. **DAMAGE**: The Site Manager will inspect the common areas with the unit resident prior to the move/delivery and immediately afterwards confirming no damage has been done by you or your movers/delivery personnel.
5. If damage does occur to the common areas by the unit resident or the unit resident's designees during a move or delivery, Management will present the unit owner an invoice for the necessary repairs within ten (10) business days or as time permits. It is the owner's responsibility to pay for any repairs invoiced. Management will not seek reimbursement from the unit resident's moving or delivery company. If the move/delivery damage involves a renter, the unit owner will be invoiced and payment will be their responsibility as the unit owner is responsible for the acts of their renter whether intentional or by accident. Communication of the cost of repair will be provided to both the unit owner and the renter.
6. **PARKING**: Moving trucks must park in the designated loading or unloading area and your articles can then be wheeled to the elevator.
7. It is the responsibility of the moving company to obtain any city permits that may be required in order to park on the city street should this be needed for any reason or deemed necessary by Management.

## IMPORTANT INFORMATION TO CONSIDER WHEN MOVING

- ◆ **Contact utility and cable companies to transfer your service**
- ◆ **Contact newspaper carrier to change your address**
- ◆ **Several weeks before your move, submit a change of address form at the post office ahead of time so there is no interruption in mail delivery. You can also do this on-line by going to [www.usps.com](http://www.usps.com)**
- ◆ **Change your address with everyone you do business with, such as:**
  - ◆ ***Friends and family***
  - ◆ ***Banks, insurance companies and other institutions***
  - ◆ ***Credit card companies***
  - ◆ ***Employers***
  - ◆ ***Utilities and phone company***
  - ◆ ***Cable or Satellite TV company***
  - ◆ ***Voter Registration***
  - ◆ ***Secretary of State, Department of Motor Vehicles***
  - ◆ ***Doctors, dentists and other service providers***
  - ◆ ***Any clubs or association memberships***
  - ◆ ***Local and Federal government agencies***
  - ◆ ***Schools and church***
  - ◆ ***Magazine and newspaper subscriptions***
- ◆ **Change your driver's license to reflect your new address**
- ◆ **Rather than moving unused items to your new home, consider donating these items to a local charity or having a garage sale.**
- ◆ **If you have children, be sure to register your child with the school in your new neighborhood**
- ◆ **Pets: locate a pet grooming parlor and doggy day care in your neighborhood and walk your pet on a leash for short trips around the neighborhood for 3 or 4 days to get them used to the new surroundings**
- ◆