



## ***Aloha and Welcome***

Welcome to PUALANI ESTATES AT KONA. We take great pride in our neighborhood and hope that your time of residence here will be pleasant, enjoyable and safe.

PUALANI ESTATES is a residential housing development. Each home is separately owned by one or more individuals. Collectively, these owners form PUALANI ESTATES At Kona Community Association. A Board of Directors is elected from among these owners to represent the Association in establishing policies for the operation of PUALANI ESTATES.

These Association Rules establish the most amiable conditions for all who reside in PUALANI ESTATES. We urge you to read them carefully and to contact the Managing Agent with any questions or concerns you may have.

These Rules are derived from the provisions of the Pualani Estates at Kona Declaration of Covenants, Conditions and Restrictions (hereafter referred to as CC&Rs), Bylaws, and the Design Review Rules and Guidelines. These Rules and Regulations shall apply to owners, occupants, guests, agents or invitees living, working or visiting within our community.

Our Rules exist to promote a congenial environment, as well as to protect the reputation, desirability and value of this community.

Thank you for participating and following the Association Rules, so we may live together in the spirit of "Aloha".

**MAHALO,**

Board of Directors

PUALANI ESTATES AT KONA COMMUNITY ASSOCIATION

**Hawaiiana Management Company  
Management Executive: Angela Kaiwi  
Phone: 808 593-6386  
Email: [angelak@hmcmtg.com](mailto:angelak@hmcmtg.com)**

## STATEMENT OF AUTHORITY TO ENACT ASSOCIATION RULES

These Association Rules (**Revised May, 2018**) supersede all previous Project Rules and have been adopted by the PUALANI ESTATES AT KONA Board of Directors in order to protect residents and others, as much as possible from improper use of the Lots and the Single-Family Dwelling Units. These rules further help to protect the reputation, desirability and value of the community, thus assuring maximum enjoyment by all.

Owners are responsible for issuing Association Rules and any amendments to these rules, to all tenants. All residents and persons on the premises are required to observe these rules, as well as County, State and Federal Regulations.

The full authority and responsibility for enforcing these Association Rules may be delegated to the managing agent by the PUALANI ESTATES AT KONA Board of Directors, hereinafter referred to as "Board".

## USE RESTRICTIONS

- 1. Single-Family Use:** Each Lot or Dwelling Unit in the Residential Area shall be used only for the construction and occupancy of a Single-Family Dwelling Unit and typical residential activities incidental thereto. All such Lots shall be used, improved, and devoted exclusively to Single-Family residential use. No gainful occupation, profession, trade or other non-residential use shall be conducted on any such Lot except qualified home businesses as prescribed by applicable State of Hawaii and/or County laws and regulations. No Lot shall be occupied by more than one Single-Family and/or a group of no more than five unrelated adult natural persons who maintain a common household in a Dwelling Unit. Only 5 unrelated persons are allowed to reside in a dwelling at any time. (Article 1, Section 1.36)
- 2. Rental of Lots:** An Owner who leases or rents his house shall be responsible for assuring compliance by the Occupant with all of the provisions of the Governing Documents and shall be held responsible for any violations by the Occupant thereof.
- 3. Timeshare and Transient Rentals Prohibited:** No timeshare, interval ownership, transient (e.g. bed and breakfast type commercial operation) vacation rentals or other similar use or ownership are permitted within any Lot. Thus, a homeowner may not lease or rent his house for less than 180 days. Reference found at Hawaii.gov/geninfo/Act 326 referencing the 180 day rule.
- 4. Tents:** No structure such as; but not limited to, any trailer, tent, garage, barn or other outbuildings shall be erected or used upon the common elements or any residential lot at any time either temporarily or permanently. Party tents may be erected for a special event. However, they must be removed within 24 hours after event. Under certain circumstances, a conditional 30 day placement may be approved by the DRC.
- 5. Signs:** No signs promoting commercial advertisements of any kind shall be displayed in public view on any residential lot or common area. One sign of not more than two feet by three feet advertising a property "For Sale" or "For Rent" shall be allowed. In addition, "Beware of Dog" and security system signs shall be allowed. Signs required by the County are exempt from size limitations and placement.
- 6. Trash:** Trash containers shall be placed at the curb no sooner than the evening before the scheduled collection day. The container shall be returned and **concealed** within Owner's property (not visible from the street) after collection. The container shall not be placed at the curb on non- collection days.
- 7. Lights:** No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot which in any manner will allow light to be directed or reflected on any other Lot.

8. **Fires:** No open fires, in-ground fire pits or burning of trash or debris or similar activity or condition shall be permitted on lots. Barbecue grills, with containment lids, are allowed.
9. **Clotheslines:** Clotheslines shall be located in the garage or rear yard and shall not be visible from the front street or adjacent properties. One single pole rotary clothesline, not exceeding 7' high, is permissible but shall be folded when not in use. No items such as clothes, towels, rugs or other objects may be hung or draped on any lanai or railing visible from front street or adjacent properties.
10. **Garages:** Garages shall be used for the purpose of parking or storing vehicles, trailers, boats and transportation or recreational vehicles. Additionally, garages may be used for laundry, storage purposes and minor repairs, so long as such use is not visible from any sidewalk or street. No vehicle shall be repaired, serviced or rebuilt on any lot (except within an enclosed garage). No boats, trailers, busses, motor homes, campers or other vehicles, including commercial, can be stored unless within an enclosed garage. No garage shall be used for living, cooking or sleeping purposes.
11. **Maintenance of Landscape:** Each Owner of a lot shall keep all appropriate areas of the Lot (including setback areas and slope areas on the Lot to the extent provided in the Design Guidelines) landscaped and free of weeds, yard waste, debris and trash. Owner shall keep shrubs, trees, hedges, grass and plantings of every kind located on such Owner's lot (including setback and slope areas) neatly trimmed, free of dead branches/leaves/trunks and confined to within the Owner's lot.
12. **Improper Storage:** Storage of any property or thing that will cause the Lot to appear to be in cluttered or disorderly condition is not permitted. Some common items such as trashcans, toys, coolers, sports equipment should not be visible from the street when not in use. No material should be kept upon any Lot that may emit foul odors or that will cause any noise, nuisance, or other condition might disturb the peace, quiet, enjoyment, safety, or comfort of surrounding properties. Failure to maintain appropriately, CC&R Article 5, Section 5.5, allows by Resolution, the Board to take corrective action at the Owner's expense.
13. **Animals:** No animals such as domestic farm animals, horses or poultry of any kind may be kept, bred or maintained on any Lot or any Common Area. Commonly accepted household pets in reasonable number may be kept, provided no animals are kept, bred or raised within the property for commercial purposes. **At no time shall any domestic pet be allowed to run free away from its owner's lot, be walked unleashed or conduct itself so as to create an unreasonable annoyance. Additionally, pet owners shall remove animal feces from yards, sidewalks and common areas at all times per Hawaii County Code 4-19.**
14. **Parking:** Vehicles parked on Owner's lot shall be located within garage, paved driveway or the non-front door side of the lot, if on gravel or concrete. Owners are reminded that all streets in the Subdivision are County streets and as such all must abide by the County of Hawaii regulations (HCC Section 24-189), including vehicles may not be parked on sidewalks, park facing the opposite direction of the flow of traffic, park in front of fire hydrants, stop signs, nor street corners. Parked vehicles should allow adequate space surrounding mailboxes for delivery of mail.
15. **Guns, Projectiles and Fireworks:** The discharge of firearms, including blanks or other projectiles, (except by police officers and security personnel while acting in their official capacity) is strictly prohibited. The discharge of **Fireworks** is also strictly prohibited within any residential property and is in violation of County Fire Codes. The Owner shall be responsible for informing tenants and guests of this Rule. The Owner will be held responsible for any tenant's or guest's actions that are in violation of this rule.
16. **Dog Houses, Children Playhouses, Storage and Tool Sheds:** Such portable structures/units shall not be placed in the front yard. DRC approval, prior to placement, will help avoid violation and fine. Such structures seen from street view and adjoining properties shall be screened (with DRC approved options) to the greatest extent possible and shall be maintained aesthetically and in good working order.

17. **Basketball Backboard and Hoops:** Both items are permitted on private property. **Please be mindful that hoops should not be on the sidewalk or street, nor stored on the driveway.** The aesthetic consistency of the front plane of all homes in Pualani Estates shall be preserved. (Reference the DRC Rules and Guidelines Section IX #15 regarding maintenance condition of these items.)
18. **Coqui Frogs:** Coqui Frogs are determined to be a “nuisance” “pest” and an unreasonable annoyance to the property and to the Community as a whole. Owners are responsible for the immediate eradication of the Coqui on their lots. Owners will qualify for a one-time “reimbursement” from Coqui budgeted funds, up to a maximum of \$135.00 per owner, with receipts submitted. Receipts can be for supplies or professional services of a Coqui eradicator.
19. **Non-Conforming Structures:** Non-conforming structures (e.g. sheds, gazebos, lanai covers, fences, etc.) built without DRC approval are a violation of CCR Section 6.4 and 6.7 ( c ).

#### **COMMON COURTESY AND SAFETY:**

- **Noise:** All residents and guests shall **avoid excessive noise of any kind at all times**, and most especially during **Quiet Time from 10PM to 7AM**. Pualani Estates at Kona is a private, quiet, residential community and excessive noise will not be tolerated.
- **Speeding and Reckless Driving:** Speed limit signs are posted along the streets within the subdivision and any speeds in excess of the established limit are strictly prohibited. While the posted speed limit is 25 mph, please watch out for our children and drive at a slower, safer speed.
- **Local, County and State Ordinances:** *All Local, County and State Ordinances supersede the HOA in strict management of Skateboarding, Motorized Go-Carts, Scooters or other Coasters, Animal Control, and Illegal Parking issues. These ordinances can be located on [www.PualaniEstatesAtKona.com](http://www.PualaniEstatesAtKona.com) website.*

**Note:** These Association Rules in no way supersede the Pualani Estates at Kona Declaration of Covenants, Conditions, Restrictions and Easements. Please refer to CC&R Article IV, Section 4.4 and the Design Committee Rules and Guidelines, Article IX, Rules and Guidelines, and Amendments, for information regarding additional Use Restrictions.

#### **Complaint Process**

When possible, the first step in solving a complaint with your neighbor involves talking with them and trying to correct the difference peacefully. Please notify the Property Manager if this process has not worked or if you have a complaint regarding any violation of our Association Rules or the community covenants. The owner will be notified of the complaint and asked to cease the activity or remove/correct the violation. If the owner does not comply, a Notice of Violation letter will be sent to the owner by the Management Company.

#### **Fines / Enforcement**

Failure to comply with any of the Rules and Regulations will be grounds for imposing an appropriate fine per violation or for initiating an action to recover sums due for damages and/or injunctive relief. The violating owner shall pay all costs incurred by the Association in enforcement, including court costs and attorney fees. The amount of fine for each violation will be the most recent amount reflected in, the Schedule of Fines (attached), validly adopted by the Association through its Board of Directors. If any fine is not paid, the owner will be assessed late fees, and a property lien may be filed in accordance with our CC&Rs.



**NOTICE OF VIOLATION\* AND FINE PROCESS  
FOR COVENANT VIOLATIONS**

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|---|--|
| <b>1st Notice of Violation</b>                        | Property Owner will be notified via regular mail of the covenant violation(s) and that the violation(s) must be corrected within <b>30-days</b> from the date of mailing.  |
| <b>2nd Notice of Violation</b>                        | Property Owner will be notified via regular & certified mail of the covenant violation(s) and that the violation(s) must be corrected <b>within 30-days</b> from the date of mailing. The Owner will be <b>warned that a fine in the amount of \$100.00 (per offense) will be assessed</b> on the Owner's account if the violation(s) is not correct by the deadline.  |
| <b>3rd Notice of Violation</b>                        | Property Owner will be notified via regular & certified mail that the Owner <b>has been assessed \$100.00 fine (per offense)</b> for non-compliance and that if the violation(s) is <b>not corrected within 30-days</b> from the date of mailing, the Owner will be assessed an <b>additional \$200.00 fine (per offense.)</b>   |
| <b>4th Notice of Violation and Subsequent Notices</b> | Property Owner will be notified via regular mail & certified mail that the Owner <b>has been assessed an additional \$200.00 fine (per offense)</b> for non-compliance and that if the violation(s) is not corrected <b>within 15 days</b> from the date of mailing, the owner <b>will be assessed an additional \$200.00 fine (per offense) and the matter may be turned over to the Association's attorney for legal action</b> , if necessary. Any <b>legal fees</b> associated with this action and/or <b>associated costs</b> relating to correcting the violation(s) (per CCR Section 5.5) through Board actions <b>will be assessed to the Owner's account.</b> |
| <b>5th Notice of Violation</b>                        | Counsel retained by the Association will notify the Owner to remedy the violation and advise the Owner that the <b>Owner will be assessed all legal fees and costs until the violation is corrected.</b> Additionally, assessed costs may include any corrective actions taken by the Board.   |
| <b>Subsequent Offense</b>                             | If an Owner cures a violation but subsequently (later) violates the same provision again within three (3) months, the continuing or subsequent violation shall be counted as a second or continued violation, as determined by the Board, for purposes of the fine or penalty to be imposed under the schedule set forth above.  |

Right to Appeal: If at any time an Owner receives notice of a covenant violation, he/she has a right to appeal within 20- days according to the Pualani Estates Appeal Process. If no such request to appeal is received within the stated time, then it will be deemed that the Owner accepts the terms of the fine and the fine will stand.

The Pualani Estates at Kona By-Laws Article 5, Section 5.1(n) allows that:

“... .. The unpaid amount of such penalties and fines against any Member shall constitute a lien against his interest in his Lot, which may be foreclosed by the Board of Directors.”

- Notice of Violation

Revised: 4/4/18



### APPEAL FROM FINES & PENALTIES

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|--------------------------------|--|
| <p>Notice of Appeal</p>        | <p>Within twenty (20) days after the date of delivery or mailing to the Appellant, whichever is first in time, of written notice of such fine and/or penalty, a written notice of his or her appeal and the reasons thereof shall be delivered to the Property Manager. The delivery of Notice of Appeal shall not halt the accrual of any ongoing fine imposed for the violation which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of such fine for good cause at the time of hearing such appeal.</p>   |
| <p>Time for Hearing Appeal</p> | <p>All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the Notice of Appeal has been delivered to the Property Manager.</p>  |
| <p>Procedure</p>               | <p>A statement of facts upon which the fine and/or penalty was based shall be delivered or mailed to the Appellant at least ten (10) days before the meeting. At the meeting, the Appellant and/or witnesses on his or her behalf may present his or her defenses and supporting evidence, if any. The Board may ask other persons to attend and present testimony and the Board may consider all relevant testimony, evidence and information related to the offense.</p>   |
| <p>Disposition of Appeal</p>   | <p>The Board shall vote as to whether the fine and/or the amount thereof, and/or the penalty, will be affirmed.</p> <ul style="list-style-type: none"> <li>• If less than a majority of Directors participating in the meeting vote in the affirmative, the fine and/or penalty shall be rescinded.</li> <li>• If a majority of the Directors participating in the meeting shall vote to uphold the fine or any portion thereof, that sum shall be remitted by the Appellant in full, within (20) days of the date that the Appellant is delivered or mailed written notice of the decision of the Board upon the appeal.</li> <li>• If a majority of the Directors participating in the meeting shall vote to uphold the penalty, the penalty shall continue in force.</li> </ul> |