



VILLAGE PARK

**VPCA
DESIGN COMMITTEE
RULES**

Adopted January, 1999



Village Park Community Association

c/o Cadmus Properties, Corp.
332 North School Street
Honolulu, HI 96817

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VILLAGE PARK COMMUNITY ASSOCIATION DESIGN COMMITTEE RULES

I. AUTHORITY

These VPCA Design Committee Rules, hereafter referred to as Rules, are authorized by Article IV, Section 4.01(f) of the Declaration of Protective Covenants for Village Park Community dated March 13, 1979 (Covenants), and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 13595, Page 324.

Section 4.01(f)(1) further authorizes the Design Committee to establish specific procedures governing the manner and method by which applications, proposals, plans and specifications for the improvement of property, shall be submitted, received and processed. Accordingly, these Rules are hereby established and all Owners are required to conform herewith.

II. PHILOSOPHY

In a planned community, Owners have contractually agreed to surrender some of their freedom of expression in improving their properties and have accepted an obligation to conform to architectural and landscaping standards established in accordance with the Covenants and these Rules in order to preserve and maintain the character and harmony of the community in which they

have chosen to live. These standards are protected by the Covenants and these Rules for the ultimate benefit of all Village Park Community Association Owners and residents.

The Design Committee (the Committee) has a substantial effect on individual homeowners due to its overall responsibility for preserving and maintaining architectural and landscaping standards concerning modifications and alterations to existing dwellings.

The Committee will attempt to accommodate the desires of its Members; but given its primary responsibility of maintaining and preserving the architectural and landscaping standards developed under the protection of the Covenants and these Rules, the Committee understands that some decisions will involve areas where individual impressions, personal preferences and subjective opinions may lead to some disagreements. Nevertheless, the Committee is charged with the responsibility of using its collective knowledge and experience to establish and maintain architectural standards, which will balance the needs of the Community and those of individual Owners and residents.

The Committee is aware that plans and specifications do not always convey the true appearance of a particular design. The Committee will seek to be equitable, objective and consistent in the procedures it uses for evaluating all requests for modifications, additions and proposals to see that they conform to all the

requirements of the Covenants, these Rules and any relevant design requirement. Additionally, the Committee will seek to ensure that the design and construction standards outlined in these Rules are interpreted and enforced in a uniform and consistent manner for the ultimate benefit of all Association members and residents.

III. OBJECTIVES

The objectives of the Design Committee are to ensure harmonious aesthetic relationships between individual buildings and their sites and to ensure compatibility of each Lot and its improvements with the architectural and landscaping standards that prevail within the Community as a whole.

IV. RESPONSIBILITIES

The Committee shall act in accordance with the Covenants and within these Rules as specifically authorized by the Covenants.

The Committee has the responsibility of maintaining and preserving the architectural and landscaping standards developed under the protection of the Covenants and these Rules.

V. DUTIES

The duties of the Committee are established in Article IV of the Covenants. These duties are:

A. To consider and act upon all such proposals or plans for the improvement of property in the Community as are submitted to it, pursuant to the Covenants and these Rules and Rules, and

B. To perform such other duties as may be delegated to it from time to time under the Covenants.

C. Additionally, the Committee shall oversee and exercise control over the improvement of all properties in the Community, including landscaping plans and designs; proposed modifications, construction, and/or additions to existing properties; and/or the construction of fences or additions thereto, all for the purpose of maintaining the standards and plan within the Community.

VI. APPLICABILITY

These Rules shall apply to all Owners, equally and without restriction or deviation.

VII. ENFORCEMENT POWERS

In the event of any violation of the Covenants or of these Rules, Article IV, Section 4.02 (h), allows the Association to take any and all reasonable steps to restore the lot upon which such violation has occurred, to its existing condition prior to the violation and may assess the Owner of such lot for all costs and expenses incurred in connection therewith.

VIII. LIMITS AND LIABILITIES

Approval of plans by the Committee is solely for the architectural design or scheme thereof and for conformance with the requirements of the Covenants and these Rules. It shall be the Owner's responsibility to ensure that all modifications or additions shall comply with all applicable statutes, ordinances, codes, rules and guidelines of the City and County of Honolulu and the State of Hawaii and as set forth herein.

No representations are made or implied, nor is any responsibility assumed by the Community Association, the Committee, or any of its respective members, officers, directors, employees, consultants or agents regarding the structural quality or soundness of the work proposed or approved. It shall be the sole responsibility of the Owner and the Owner's architect or builder to examine the premises and to undertake adequate design for all improvements or changes to be constructed and made on the Owner's property.

Neither the Committee nor any of its members or consultants shall be held responsible for the effects on the value of any property, which result from any modifications to property due to the Committee's approval.

IX. OTHER CODES, LAWS, RULES AND ORDINANCES

Approval of plans does not modify or eliminate the Owner's obligation to comply with all existing laws,

ordinances, rules, and guidelines, as may be amended or hereafter made by any government authorities or with such terms and conditions required under the Covenants or any deed, lease or mortgage. In any case of conflict, the more stringent requirement shall apply.

X. DEFINITIONS

A. Air Conditioners: Air conditioners shall mean both window units and/or split system units. The condenser and all associated piping for a split system shall be considered as part of the air conditioner.

Carport: Carport shall mean an open garage. See Garage below.

C. Corner Lot: Corner Lot shall mean any lot with two property lines adjacent to any public roadway.

D. Covenants: Covenants shall mean the Declaration of Protective Covenants for Village Park Community, as defined in the Village Park Declaration of Protective Covenants.

E. Design Committee: Design Committee shall mean the Committee established pursuant to Article IV of the Covenants.

F. Excavation: Excavation shall mean any disturbance of the surface of the land (except temporarily for planting) which results in removal of earth or rock to a depth of

more than eighteen inches.

G. Fill: Fill shall mean any addition of rock or earth materials to the surface of the land (except temporarily for planting) which increases the previous elevation of such surface by more than eighteen inches.

H. Front of Property: Front of Property shall mean the side of any property fronting any public roadway used for the address of that property. Additionally, this roadway shall be known as the front street.

I. Front Yard: Front yard shall mean the land area of any property between the front of the property and the front street.

J. Garage: Garage shall mean the area of a house designed for housing or storing an automobile, enclosed or open.

K. Improvement: Improvement shall include building, outbuildings, roads, driveways, parking areas, fences, screens, retaining walls, stairs, decks, hedges, windbreaks, planted trash surrounds, poles, signs and other structures of any type or kind.

L. Landscape: Landscape shall mean any adornment, improvement or arrangement of the grounds by clearing, grading, contouring the land and planting grass, ground cover, flowers, shrubs and or trees.

M. Light Source Visibility: Light source visibility shall mean the ability to see (visibility of) from any

neighboring property, the filament of any item which is designed to provide light.

N. Lot: Lot shall mean any lot in Village Park created by legal subdivision and designated on a duly filed subdivision map or, with respect to any apartment, condominium, or single family dwelling.

O. Original Color(s): Original color or colors shall mean the paint color(s) authorized and used by the constructor/designer of the Community at the time the dwelling was built and subsequently painted.

P. Owner: Owner shall mean a person, corporation, partnership or other legal entity described as an owner in Section 5.02 of the Village Park Declaration of Protective Covenants.

Q. Residence: Residence shall mean any building used for the purpose of dwelling, together with any garage, carport or similar outbuilding appurtenant thereto, whether or not a part of the same structure.

R. Retaining Wall: Retaining wall shall mean any structure constructed for the purpose of containing or supporting any embankment, fill or other earthen form.

S. Rules: Rules shall mean the Rules outlined by the Design Committee pursuant to the Covenants.

T. Second Story: Second Story shall mean the addition of a structure on top of the first story of an existing dwelling, whether attached directly upon, or to one side of, the existing dwelling.

U. Structure: Anything constructed on the existing lot.

V. Single Family: Single Family shall mean the immediate family of an owner or owners (if ownership is by husband and wife) of a lot and the parents and siblings (but not members of their separate families) of such Owner or of either one of such Owners (if ownership is by husband and wife) who actually live on such lot as members of the immediate family.

W. Visible from Neighboring Property: Visible from Neighboring Property shall mean, with respect to any given object or activity, that such object or activity, is or would be, in any line of sight originating from any point six feet above the ground level of any adjoining property, excluding contiguous property owned by the Owner of the property involved, but including common areas and streets, assuming that such adjoining property has a ground elevation equal to its actual elevation or the highest elevation of the ground of the property upon which such object or activity is located, whichever elevation is the lower.

X. Visible from a Roadway: Visible from a Roadway shall mean any object or activity, that such object or

activity is or would be visible from any point of roadway fronting the Lot or adjacent Lot.

Y. VPCA House Rules: VPCA House Rules shall mean the rules for the governance of the Association adopted May, 1989 by the Board of Directors of the Village Park Community Association, pursuant to the Covenants.

XI. REVIEW REQUIREMENTS

In addition to considering all improvements, additions, alterations, repairs, and/or other work undertaken upon any lot in a residential area, which is or may be visible from neighboring property or streets in Village Park as outlined in the Covenants, the Committee shall review for approval/disapproval the following types of proposed improvements, additions, modifications, and repairs:

A. The building or addition on top of any roof, not necessarily a second story, on any property.

B. The installation of any radio, television or other electronic antenna, the length which is more than 24 inches from base to tip, inclusive, whether or not attached to any building on the Owner's lot and or television satellite dish which is more than 36 inches in diameter.

C. Any grading, excavation or fill undertaken on any lot.

D. Any change in the natural or existing drainage for surface water on any lot.

E. Construction of any type of structure (including flag poles, dog houses, storage sheds, gazebos, play house and/or garage) which may be visible from any neighboring property or any roadway, on any lot within the Community.

F. All painting except repainting with the original color of the dwelling, or routine maintenance and touch-up painting which encompasses less than 10% of the residence. However, Owners are cautioned that repainting with an existing color, which has not been previously approved by the Committee, is NOT authorized. In all cases, the responsibility for verifying that an approved application for painting is on file in the Property Manager's Office, rests solely with the Owner of the property to be painted.

G. Installation or modification of any power line, telephone line, TV cable or other utility lines, wires or conduits that would be visible from any roadway or neighboring property.

H. Use of any second hand or used material such as lumber, roofing, or fencing material.

I. Any modification or construction of any wall or fencing within the Owner's property.

J. The installation of any solar heating system, the unit which would be on top of any building within the Owner's property.

K. The construction or installation of any permanent or semi-permanent swimming pool, above the ground or in the ground.

L. Any other improvement, alteration, modification, repair, refinishing, or other work, the estimated value of which exceeds \$500.00. These include but are not limited, to garage doors, basketball backboards and hoops, built-in barbecues, dog houses, fences, storage and tool sheds, and roof vents.

M. Other improvements, which may be of a questionable nature, shall be submitted to the Committee for review.

XII. SUBMITTAL OF APPLICATIONS

A. All applicants must submit two (2) complete copies of the Community *Application for Design Committee Approval Form* to the Committee in person or through its current Property Manager, (currently, Cadmus Properties Corp., located at 322 N. School St., Honolulu, HI 96817.) The application may be obtained from either the Chairman of the Design Committee or from the Property Manager.

B. Documents required with the application

1. Two (2) complete copies of all preliminary plans must be provided. These plans shall show in detail the floor plan (top view), roof plan, all elevations (front,

rear and side views), and cross section of the point of the connection. Building plans must include specifications for the type and finish of the exterior materials, which should match the existing materials and colors as closely as possible. If the structure or structures are to be finished in a different color, swatches of the proposed colors must be provided. If for any reason the plans are not acceptable by the Committee, the applicant will be notified with the return of his plans and appropriate comments. The plans must then be revised for approval before construction will be permitted.

2. Two (2) photos of the current dwelling as it relates to the Owners lot and adjacent property and the proposed modifications, addition or improvement (except for painting and/or roofing).

C. Oral requests for approval or preliminary approval or proposed work that is subject to these Rules will not be accepted.

XIII. CONDITIONS OF APPROVAL

The Committees review and approval are for compliance with the Covenants and design standards only. Owners are responsible for obtaining any necessary City and County building permits and for complying with all applicable codes and ordinances. Additionally, townhouse/condominium/apartment Owners are required to comply with all the above as well as any other covenants, by-laws, or rules required by their association. The Committee may immediately reject any application

on the grounds that the Owner is NOT a member in good standing, i.e. has outstanding violation(s) of the Covenants or is not current on his Association dues.

The fact that an Owner has scheduled, work, arranged financing, entered into a contract for materials or labor, received approval from the City and County agencies having jurisdiction, or will suffer alleged hardship, shall not be a basis for Committee approval.

The Owner has the sole responsibility for the application and plans for work to be performed in accordance with these Rules and Covenants.

A. Painting

1. Existing Color: When approval to paint with an existing color is obtained, it is the Owner's responsibility to ensure that the colors are the original color and type. (Close to, or nearly like, is not enough).

2. Other Colors: Color samples must be provided with the application. Owners are cautioned that small paint samples frequently do not match the color produced by the manufacturer and that large areas of solid color often convey an impact that is not readily determined from small patches. The responsibility for precisely matching the color samples provided to the Committee rests with the Owner. "Close to" an approved color is not enough. If such color is in violation of the authorization as outlined in the Covenants, the

Owner may be required to repaint in order to meet the requirements of the approved color(s).

3. **New Additions - Paint to Match:** As a condition of approval, new additions, enclosures, modifications, or improvements are required to match the existing colors of the existing structure, unless a request for painting of the entire dwelling is requested and approved. The Owner will be required to carry the painting of such addition, enclosure, modification, or improvement 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, additions or enclosures for the purposes of these Rules, is defined as matching the color(s) of the primary dwelling. Matching an accent or trim color or using complementary colors does not satisfy the requirements of "paint to match". If the Owner wishes to use any color(s) other than a previously approved primary color for walls, on the new additions, enclosures, modifications, or improvements, an application for painting is required.

4. **Painting Without a Permit:** When painting or repainting is performed on any structure without prior approval by the Committee, except when painting with the original color of the dwelling, the Owner will be assessed a fine in accordance with these Rules. Subsequently, the owner may be required to repaint the entire building, at his /her own expense, if approval for the color(s) used is not granted.

5. **Authorized Colors:** Painting or repainting shall be done with flat, non-reflective paint in earth tone colors. Strong and/or bright colors, whites, and very light or highly reflective colors will not be approved as primary house colors, unless such colors were used as part of the original colors for the dwelling or area in question. Authorized colors are on file at the Property Managers office, and in some cases, at the hardware store. Ace Hardware (Waipahu), Eagle Hardware and Garden (Waikale), and City Mill (Waipahu) have Village Park authorized colors on file.

B. Additions, Modifications, and Enclosures

1. Additions, modifications, or enclosures of existing building or areas (such as open lanai, carports or porch) shall match the existing structures materials and colors. (In those cases where the existing structures materials can not be matched due to non-availability of the same type of or design of materials, a sample of the proposed material to be used must be submitted to the Committee for approval, notwithstanding prior approval of the request where a sample was not available.) In general, additions shall be in appropriate scale, to the existing dwelling. 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 Rules.

2. Any completed addition, modification, or enclosure not previously approved requires an application for consideration by the Committee and if not

approved, the addition, modification, or enclosure will be removed at the Owner's expense.

C. Second Story Additions

Building of second stories shall not, because of its design, unreasonably interfere with the light, air or view of any neighboring lots. All parties will resolve any conflicts in question prior to submitting any request for building of a second story on any lot. Where neighbors have any objection to the building of a second story, the issue will be resolved as required by the City and County of Honolulu and the State of Hawaii. It is not the responsibility of the Committee to resolve these issues. Approval obtained through fraud will be null and void and the removal of such improvements is the sole responsibility of the Owner. Expenses incurred are the Owner's responsibility.

D. Walls and Fences

Fencing and walls shall be permanent structures. All wooden and/or plastic fences must be painted or stained with approved colors. Chain link fences are not authorized.

1. Footing for walls and fences including post holes shall be wholly within the Owner's lot and shall not encroach upon the adjacent property unless by specific agreement. In any request for a common fence between two neighboring properties, both properties' Owners must submit an application for such fencing, unless the

requester can show that the proposed fencing will be placed solely on his or her property in compliance with the Covenants. (See Article III Section 3.02(e)).

2. Height: The maximum height of fences and walls shall not exceed the legal limit allowed by City and County codes. Additionally, the height of any fence or wall shall not exceed that of any existing fences and walls on adjacent properties. The Committee shall approve any change in fence or wall height. Changes in height will be allowed only in instances where the change will not disrupt the appearance of the fence or wall or its maintenance. Any change in height must be made with matching materials approved in advance by the Committee.

3. Retaining Walls: Homeowners with sloping grades within their lots may make these areas usable by installing retaining walls, provided that the walls do not exceed the allowable height for the location of the wall according to the laws of the City and County of Honolulu. It is the Owner's responsibility to ensure that all retaining walls are designed and constructed using sound engineering principles.

4. Good Side Out: Whenever a fence, by nature of its construction and materials, has a good side, said good side shall face outward from the property towards the adjacent property, adjacent street, etc. The unfinished side, if any, which exposes framing, support materials, bracing, etc., shall face inward to the property that may,

at the option of the Owner, be finished with an approved material.

5. Access to Adjacent Properties: When access to an adjacent property is required for the construction or maintenance of any fence or wall or any other reason, written permission must be obtained from the Owner of the adjacent property prior to accessing the adjacent property.

E. Air Conditioners

1. Air conditioning units may be installed without prior approval of the Committee provided they are not visible from the street or adjacent property.

2. The Owner is responsible for ensuring quiet operation of all installed air conditioning units. If, upon receiving written complaints from an adjacent property owner, the Property Manager or any member of the Board of Directors or the Committee, determines that an air conditioning unit operates at an excessively noisy level which is a disturbance to neighbors, the Owner may be required to remove the unit.

3. All air conditioning units shall be maintained at all times and shall not be permitted to become unsightly.

F. Grading/Excavation/Fill

1. Grading: The Owner shall accept the condition

of the Lot as is and shall be responsible for the maintenance of the Lot, including wind and water erosion control. All grading and site work required thereafter shall be done only in accordance with approved drawings and at the expense of the Owner. The Owner shall obtain a grading permit for cuts and fills as required by the ordinances of the City and County of Honolulu, and shall abide by all ordinance requirements. All graded areas shall be landscaped. Surface drainage must not be altered or obstructed. Surface runoff shall be dispersed or channeled in a manner to prevent erosion according to approved grading plans.

2. Excavation: Whenever an Owner excavates within his Lot, it shall be done so as not to adversely affect the drainage of the adjacent properties. Whenever excavation creates an unstable bank condition, the Owner shall take appropriate action to control and retain said embankment. Excavation, which, in the judgment of the Committee, creates a high and unsightly retaining wall, may be disapproved.

3. Fill: All fill materials brought to the site shall be free of adobe, termites and deleterious matter. Whenever an owner seeks to fill his lot, it shall be done so as not to adversely affect adjacent properties. Whenever fill creates an unstable bank condition, or potentially unstable bank condition, the Owner shall take appropriate action to control and retain said embankment. Fill, which, in the judgment of the Committee, creates an extremely high and unsightly retaining wall, may be disapproved. Whenever fill or excavation requires the

construction of a retaining wall, it shall be the Owner's responsibility to install and maintain said retaining wall. Whenever fill or excavation causes destruction of existing draining swales or natural drainage patterns, it shall be the Owner's responsibility to restore such swales and drainage patterns or to otherwise provide for adequate drainage.

G. Roofs

1. Built-up roofs shall slope approximately 2 to 12 inches.
2. Asphalt shingles are the only roofing types authorized. Concrete, clay, standing seam metal roofing, canvas awnings, and roll roofing are prohibited.

H. Enclosed Garage or Carport

An Owner may enclose the garage or carport built in conjunction with his/her single-family dwelling, provided it is compatible and in harmony with the existing dwelling with respect to quality and type of materials. If such enclosure is permanent and renders the garage or carport unusable for automobile parking, the existence of an adequate on-site parking shall be one basis for approval.

XIV. 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 dumpsite available within the Village Park Community.

XV. TIME REQUIREMENTS

Failure to complete construction, modifications, additions, improvements or painting projects prior to the expiration date of approvals granted by the Committee will require the processing of a new application. Plans and specifications must be resubmitted to obtain a renewal permit. Any applicable permit processing fees in effect at the time of resubmission will be due and payable prior to the issuance of any renewal permit.

A. Projects once begun must be completed as proposed and financial inability to conclude the project will not release an Owner from his commitment to complete the project.

B. The Owner shall notify the Committee upon completion of the approved modification, addition, and/or improvement. Upon notification, the Committee shall conduct an inspection within 30 days to ensure compliance with these Rules and Covenants.

1. Required Start Date: All permits and approvals granted by the Committee are null and void if construction does not commence within 120 days of the date of issuance of any permit granted by the Committee.

2. Expiration Dates for Paint Permits: Permits issued for painting or repainting have an expiration date of 6 months from the date of issue. If painting approval was granted in conjunction with a permit for modifications, additions or improvements with work other than painting involved, the expiration date will be in accordance with sub-paragraph 3, below.

3. Expiration Dates for Modifications, Additions, or Improvements: Permits for modifications, additions, or improvements have an expiration date of one year from the date of issuance.

4. Cancellation of Permits or Approvals for Lack of Progress: If at any time, more than 120 days have lapsed without substantial and significant progress toward completing any project for which the Committee has granted a permit, the Committee may declare all permits and approvals null and void; and the Owner must resubmit a new application for approval, along with required plans and specifications, as amended. The Owner will be responsible for any permit processing fees in effect at the time of resubmission. Determination of "lack of substantial and significant progress" will be determined by a majority vote of the members of the VPCA Board of Directors.

5. Abandoned Projects: Any project, once commenced, which does not show progress for 120 consecutive days, will be considered abandoned. The Committee will proceed with the steps as set forth in the Declaration of Protective Covenants, page 16, Section 4.02 (b).

XVI. FEES

The applicant must submit payment(s) at the time of application(s) submittal.

A. A review fee will be charged to applicants per the following fee schedule. The fees are solely for the purpose of covering the cost of professional services for preliminary and final plan approval, processing and mailing and final field inspection.

Fee Schedule (Subject to change without notice.)

Two Story Additions	\$100.00
Single Story Multiple Additions.....	90.00
(e.g. Family room, bedroom, lanai, bathroom etc.)	
Single Room Additions.....	75.00
(e.g. Family room, bedroom, lanai, bath,)	
Others:	
Swimming Pool.....	50.00
Gates, fences, walls, decks, centralized	
air conditioning systems.....	25.00
Exterior panels, re-roofing	10.00

Charges, if any, will be determined by the Design Committee. These fees may be waived should the Design Committee have the volunteer services of an architect or civil engineer at the time of application review.

B. Should it become necessary for a second review by the architect /civil engineer, the following additional fees will be applied:

Second Review Fees (Subject to change without notice.)

Two Story Additions	\$55.00
Single Story Multiple Additions.....	30.00
(e.g. Family room, bedroom, lanai, bathroom etc.)	
Single Room Additions.....	40.00
(e.g. Family room, bedroom, lanai, bath,)	
Others:	
Swimming Pool.....	35 .00
Gates, fences, walls, decks, centralized	
air conditioning systems.....	15.00
Exterior panels, re-roofing.....	5.00

XVII. PENALTIES

A. Penalty - Construction without Permit

1. Any Owner who has made addition(s) improvements, or material changes to his/her home without first obtaining a VPCA Design Committee Permit Application is subject, upon notification by certified mail, to cease and desist from further construction and to submit plans for approval within 7 days.

2. If work does not cease and/or if no plans are submitted within the 7 days provisions, a daily fine of \$25.00 per day will be imposed until such time as a Design Committee Permit Application has been

submitted for approval to the Design Committee.

B. Penalty - Deviation from Approved Plans: Any Owner whose construction or material changes have deviated from approved plans is subject, upon notification by certified mail, to make such corrections per approved plans within 30 days, or to submit revised plans within 7 days for approval. Failure to make the identified corrections within the specified 30 days or submit an application to revise said plans within 7 days, will result in a daily fine of \$25.00 per day being imposed until such time as a Design Committee Permit Application has been submitted for approval to the Design Committee. The Owner shall also pay the fees and costs incurred in connection with any additional necessary architect/engineer reviews.

C. Covenants Violations/ Fines

1. First Notice: The homeowner has 30 days to correct the violation(s). A fine of \$50.00 will be assessed after the thirtieth day and a second notice will be sent.

2. Second Notice: The homeowner has two (2) weeks (14 calendar days) to correct the violation(s). An additional \$75.00 fine will be assessed (45 days after the original notice) and a third notice will be sent.

3. Third Notice: If the violation(s) is(are) not corrected within one week (7 calendar days) after the second notice was sent, or 52 days after the original violation notice was sent), an additional fine of \$100.00 will be assessed **and the matter will be turned over to the Association attorney.**

All fines and attorney's fees are the responsibility of the Homeowner.

XVIII. MISCELLANEOUS PROVISIONS

In performing its duties, the Committee may, but shall not be required to, conduct a hearing or to consult personally with the persons or parties who submit proposals or plans for approval.

A. Additional Variances

It shall be noted that requests for additional variances will generally not be approved unless the applicant can show that it is a unique condition not previously encountered or provided for by the Rules and that without an additional variance it would create an extreme hardship on a hazardous condition. Request for additional variances will be considered on a case-by-case basis. The individual merit of each request will be evaluated based upon such factors as existing slope conditions, aesthetics, etc.

B. Signs

VPCA supports Honolulu City & County Ordinance Section 29-4.4 (a) (7 and Section 445-114, Hawaii Revised Statutes, regarding illegal placement of signs (party, garage sale, etc.) on state/county property. Only VPCA-approved signage will be allowed. A fine of \$25.00 will be assessed for **each illegal sign** posted within the Village Park community.

VPCA-approved signs are defined as 1) free-standing tent-style signs, or 2) signs on a single stake, pounded into the ground. Such signs must be removed within twelve (12) hours after the conclusion of the event.

C. Vehicles Not in Operating Condition

Clarification of Section 3.02 (l) pertaining to "...vehicles not in operating condition shall not be kept upon any lot so as to be visible from neighboring properties or adjoining streets..."

1. Operating condition shall further be defined as being **street legal**; that the vehicle:

- a. be currently registered
- b. have a current safety inspection sticker.

2. The Association shall have the authority to remove any such inoperable vehicle(s) from the common elements of the project.

3. Further, the Association's attorney will have the legal authority, through the Board of Directors, to take all appropriate action, including the filing of a lawsuit seeking an injunction against the offending owner. (See Article VII, Miscellaneous Provisions, Section 7.05).

D. Neighborhood Specific Requirements

The preceding Rules pertain to the master planned

community as a whole. There may be additional design requirements, which are specific to the granting of an acceptable variance within a single neighborhood. Owners should consult the VPCA Property Manager for additional information and illustrations.



Village Park Community Association

**APPLICATION FOR DESIGN COMMITTEE APPROVAL
FOR MODIFICATIONS, ADDITIONS, OR MODIFICATIONS**

LEGAL OWNER(S): _____
 PROPERTY ADDRESS: _____ LOT # _____
 MAILING ADDRESS (if different from above) _____ PHASE# _____
 TELEPHONE# (RES) _____ (BUS) _____

DESCRIPTION OF MODIFICATIONS, ADDITIONS, OR IMPROVEMENTS:
 WALKWAYS WALLS/FENCES EXTENSION/ENCLOSURE
 PAINTING ROOFING OTHER (DESCRIBE) _____

Please attach two (2) drawings, blueprints, or sketches which will show an exterior elevation drawing with measurements, such as height, width, length, materials to be used, and color scheme. Also include a plot plan showing the location of the existing structures, the new improvement, distances from property lines; setbacks or easements must be included. A *before and after* photograph is required.

If you are repainting the exterior of your home, you must provide color samples. If you are re-roofing or extending the roof, you must provide a color sample and the make and/or brand of roofing materials.

Approval of this application by the Design Committee is required before any construction is permitted under the Village Park Declaration of Protective Covenants. Failure to obtain approval violates the Protective Covenants and can result in the removal of the non-conforming structures or improvements at the homeowner's expense. The homeowner is responsible for obtaining and posting the required City & County building permit(s). Approval of this application is for design purposes only; it does not, in any way, indicate any opinion of structural quality or soundness of the plan by the Village Park Community Association Design Committee. Construction must begin within thirty (30) days of approval and be completed within a reasonable time period. If construction is delayed for any reason, please notify the Design Committee or resubmit your application.

Any modifications to the approved plan by the City & County Building Department will require a copy of the modified plan being submitted to the Design Committee.

OWNER(S) SIGNATURE(S): _____ DATE: _____
 _____ DATE: _____

FOR DESIGN COMMITTEE USE ONLY

DATE RECEIVED: _____ DUES OUTSTANDING: Y N
 TABLED MODIFIED EXPLANATION APPROVED DISAPPROVED
 DATE REVIEWED: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

CADMUS PROPERTIES CORPORATION
 332 NORTH SCHOOL STREET • HONOLULU, HAWAII 96817 • PHONE 531-6847 • FAX 528-2804

AUTHORIZED SIGNATURE

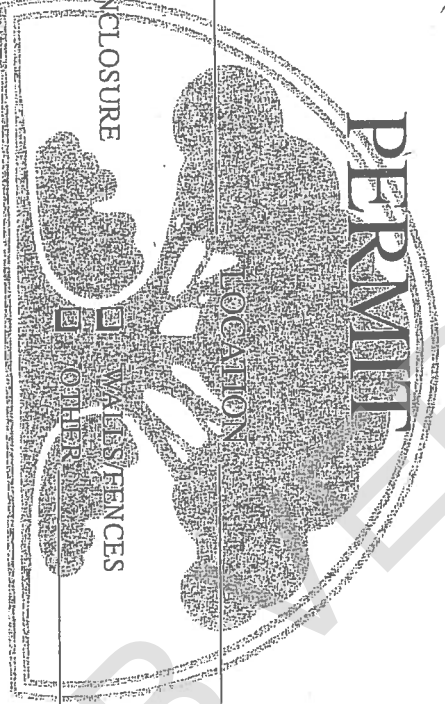
DATE: _____

PERMIT FEE: \$ _____

AUTHORIZED SIGNATURE

PERMIT NO. _____

THIS PERMIT IS ISSUED FOR THE PERFORMANCE OF WORK SOLELY AS PROOF OF COMPLIANCE WITH THE REQUIREMENTS OF THE VILLAGE PARK DECLARATION OF PROTECTIVE COVENANTS. IT SHALL BE THE OWNER'S RESPONSIBILITY TO ENSURE THAT ALL WORK COMPLIES WITH ALL APPLICABLE STATUTES, ORDINANCES, CODES, RULES, AND GUIDELINES OF THE CITY AND COUNTY OF HONOLULU AND THE STATE OF HAWAII



- EXTENSION/ENCLOSURE
- PAINTING

OWNER: _____

VILLAGE PARK COMMUNITY ASSOCIATION DESIGN COMMITTEE

VILLAGE PARK COMMUNITY ASSOCIATION DESIGN COMMITTEE APPROVED PAINT & FENCE COLORS APPENDIX C

Eagle Hardware and Garden Behr Exterior Flat Paint Main Color and/or Trim:

- E32-2PW: Niagara Mist
- E601-1PW: Weathered Poplar
- E605-2P: Potomac Blue
- B601-2P: Bleached Clay
- B602-2P: Natural Oak
- B602-3A: Country Maple
- B603-2P: Doe Skin
- B603-3A: Oak Parquet
- E609-2P: Fieldstone
- B605-3A: Sandalwood
- B605-2P: Sawdust
- C202-1PW: Bone White
- A609-1PW: Dark Hickory
- A610-1PW: White Bark
- A702-2P: Gothic Rose
- A802-2P: Graystone
- A902-2P: Saddlewood
- A1003-3A: Pepperridge
- A1012-2P: Yucca Flats

Eagle, continued

Trim Only:

- A1021-1PW: Desert Sky
- B702-2P: Cedar Scent
- B802-2P: Adobe Clay
- A1031-1PW: Valley Smoke
- A1062-2P: Mauve Creek
- C1011-1NW: Beige Straw
- E32-4A: Beaver Creek
- E603-3A: Brickstone
- B604-3A: Glowing Ember
- D601-3A: Charcoal Green
- A605-4D: Deep Alder
- A608-4D: Red Earth
- A610-3A: Barkwood
- A803-3A: Rocky Nook
- A1004-4D: Barnstable Brown
- A1011-1PW: Clay Rose
- A1013-3A: Rustic Cedar
- E803-3A: Plymouth Rock
- C606-1PW: Navajo Ivory

Walmart

ColorPlace Acrylic Latex Flat

Main Color and/or Trim:

- 4203: Igloo
 - 2134: Camel's Hair
 - 7471: Lanyard
 - 8981: Monorail
 - 2111: Sahara Sand
 - 7474: Lava
 - 8984: Sentry Gray
 - 0S34: Adobe
 - 4191: Dauphin Gray
 - 4165: Silver Spur
 - 0S23: Moon Shadow
 - 0S24: Autumn Clay
 - 2011: Autumn Brown
- Walmart
Trim Only:
- 5D44: Western Red
 - 5175: Puritan Black
 - 2041: Jericho Tan

VILLAGE PARK COMMUNITY ASSOCIATION
 DESIGN COMMITTEE
 APPROVED PAINT & FENCE COLORS
 APPENDIX C

Acc Hardware
 Quality Shield Flat Latex
Main Color and/or Trim:

Harbor Beige
 Durango
 Gray Tradition
 Flawless
 Constellation

Trim Only:

Red Rodeo
 Franciscan Brown
 Firebrick
 Provincial Blue
 Soft Charcoal

Acc Hardware
 Royal Shield

Main Color and/or Trim:

Parchment
 Glacier Gray
 Sand Dollar
 Deep Twilight
 Graystone
 Potter's Clay
 Tarragon
 Adobe
 Quiet Sand
 Toast of the Town
 Worn Suede
 Sienna Sky

Acc Hardware
 Royal Shield
Trim Only:

Ranchwood
 Redwood
 Cocoa Bean
 Stratum Rock
 Tulip Wood
 Muddy Mocha
 Earth Brown
 Bark Brown
 Bungalow Brown
 Potpourri
 Colonial Blue

C2

VILLAGE PARK COMMUNITY ASSOCIATION
 DESIGN COMMITTEE
 APPROVED PAINT & FENCE COLORS
 APPENDIX C

ICI Paint Stores
 Dulux Latex Flat
Main Color and/or Trim:

286: China Mauve
 431: Antique Bisque
 551: Manila Tan
 689: Falcon Grey
 323: Afternoon Tea
 705: Polished Grey
 1437: Ascot Blue
 385: Kennett Square
 1038: Plymouth Rock
 464: Brown Bag

Trim Only:

122: Zanzibar Coast
 1386: Union Blue
 357: Frontier Days
 716: Canvas Cloth
 624: Historic Tan

City Mill
 Royal Islander Flat Vinyl Acrylic
Main Color and/or Trim:

Malibu Sand
 Cedar Scent
 Pebble Walk
 Windswept
 Navajo White
 Silk Knot
 Plymouth Morn
 Eldorado Tan
 Golden Classic E-02
 Cornerstone E-04
 Monticello E-06
 Creole E-03A
 Greyrock E-04A
 Fretwork E-06A
 Champagne Peach E-08
 Old World Gray E-11
 Tudor Beige E-09A
 Old Bisque E-10A
 High Sierra E-13
 Bellcourt Gray E-15
 Apache Tan E-13A
 Natural Ash E-14A
 Nickel E-14B

City Mill
Trim Only:

Duxbury Wood
 Charcoal Gray
 Treasure E-02A
 Georgetown Brick E-02B
 Maroon Velour E-06B
 Amaretto E-08A
 Sandringham E-10B
 Classic Tudor E12B

City Mill
 Glidden Flat
Main Color and/or Trim:

Grey Facade
 Kennett Square
 Light Incense
 Coralstone
 Greyrock Inn
 Beachcomber
 Worsted Tan
 Ashton Grey
 Oxford Blue
 Heritage Home

C3

VILLAGE PARK COMMUNITY ASSOCIATION
DESIGN COMMITTEE
APPROVED PAINT & FENCE COLORS
APPENDIX C

Trim Only:

Rustic Adobe
Afternoon Tea
Century Brown
Gingerbread House
Light Chocolate
Gold Fringe
Caisson Green
Moss Agate
Benton Harbor
Shady Blue
Mystery Sound

Approved Fence Colors

Olympic Premium Acrylic Latex Stain

704
728
705
729
730
707
708

Approved Fence Colors

Thompson's Stains

California Redwood
Natural Redwood
Cocoa
Brickstone
Woodland
Oxheart