

*Grand Champions*

*Villas*

*House Rules*

*May 2016*



## General Information

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## Table of Contents

GRAND CHAMPIONS VILLAS HOUSE RULES.....	7
SECTION A. RULES PERTAINING TO CONDOMINIUMS.....	8
SECTION B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.....	11
SECTION C. EXTERIOR DESIGN STANDARDS.....	12
SECTION D. VEHICLE PARKING.....	14
SECTION E. SWIMMING POOLS.....	15
SECTION F. REMODELING GUIDELINES.....	16
SECTION G. VIOLATION OF HOUSE RULES.....	19
SECTION H. TREE REMOVAL AND TRIMMING POLICY.....	19
SECTION I. CONSTRUCTION SPECIFICATIONS.....	20
SECTION J. ASSOCIATION FORMS.....	24
SECTION K. DEFIBRILLATOR LOCATIONS.....	30



# **GRAND CHAMPIONS VILLAS HOUSE RULES**

To promote the peace, tranquility and well-being of the GRAND CHAMPIONS VILLAS project (the "Project"), certain rules and regulations must be adopted and enforced. These rules serve as a guide to consideration for others and to the application of common sense so as to create a friendly, pleasant, and congenial atmosphere.

The Association and its Board of Directors may change, add to and amend these rules as deemed appropriate for the cleanliness, comfort and convenience of all occupants.

These rules for the GRAND CHAMPIONS VILLAS supplement but do not change, the obligations of owners and tenants contained in the Declaration and By-Laws for the condominium. They apply to owner-residents and transient, short-term or long-term tenants living in the Project as well as members of their families, guests, employees and anyone else who uses or occupies the Project on their behalf. The full authority and responsibility of enforcing the House Rules is vested in the Board of Directors. The Board of Directors may delegate the authority for enforcing the House Rules to the Resident Manager/Managing Agent.

In addition to these House Rules and the use restrictions and requirements in the condominium Declaration and By-Laws, the Project use is covered by a master Declaration of Covenants and Restrictions and an "Additional Declaration" of Covenants and Restrictions, which provide overall use terms for the Project as part of the Wailea Resort. Use of the Project must be consistent with the general quality and standards of appearance and operation of Wailea.

## SECTION A. RULES PERTAINING TO CONDOMINIUMS.

**Visible Aesthetics.** Except for any of the following items provided with the condominium by the Developer, no awnings, shutters, venetian blinds, window guards, radio or television antennae or planters shall be attached to or hung from the exterior of any building or protrude through the walls, windows or roof thereof, and no notice, advertisement, bill, poster, illumination or other sign shall be inscribed or posted on or about the Project, unless approved in writing by the Board of Directors or the Resident Manager/Managing Agent nor shall anything be projected from any windows of the Project without similar approval, which approval may be granted or refused in the sole discretion of the Board of Directors or the Resident Manager/Managing Agent. Provided, however, that those antennas and satellite dishes which are covered by the attached Antenna Policy will be permitted only as described in that Policy. If a person wishes to change the window covering originally provided with the condominium, the side of all window coverings placed against the windows, and any drapes or similar covering at doors or openings facing toward the exterior of the building, shall be as nearly identical in color to those originally provided as practical.

**Condominium Maintenance.** The repair and maintenance of condominium interiors are the responsibilities of the individual owners.

**Nameplates.** Nameplates and names of the owners may be displayed only in the form and at such places as are approved by the Board.

**Noise.** All noises from whatever source shall be controlled so that they do not disturb or annoy other residents of the building. All residents shall maintain quiet between the hours of 10:00 p.m. and 8:00 a.m. daily. Occupants and guests on the 2<sup>nd</sup> and 3<sup>rd</sup> floors should try to walk quietly, at all times, to prevent disturbance to the occupants below.

**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 by dialing 911. It is not the responsibility of the Association nor is the Association equipped to respond to such emergencies. Any emergency, however, particularly such emergencies as flooding, fire, theft, etc. should be brought to the immediate attention of the Resident Manager/Managing Agent.

**Deliveries.** The Resident Manager/Managing Agent and Board of Directors are not responsible for packages or other deliveries left at entrances of buildings or condominiums or any other undesignated place in the Project, nor for any personal property placed or left in or about the buildings or on the Project grounds. Each owner or tenant shall arrange for delivery of non-mail parcels or items at their respective condominiums.

**Lanais and Decks.** All plants shall be placed in containers so as to prevent the dripping of water or soil onto other condominiums or the common elements. Care should be taken in washing or otherwise cleaning lanais, decks, windows, and other areas so as to prevent water from running down the exterior of the building. Garments, rugs, mops or other objects shall not be dusted or shaken from lanais, decks, windows, stairways or other exterior areas of the buildings or cleaned by beating or sweeping on any exterior part of the buildings. Dust, rubbish, or litter shall not be swept or thrown from any condominium, lanai, deck, or any other part of the buildings into any entry way or other parts of the premises. Nothing shall be thrown or emptied by occupants or their guests out of windows



or doors into any part of the buildings or the Project. No textile items such as towels, bathing apparel and clothing, and no brooms, mops, cartons, bicycles, surfboards, or other similar items shall be placed on lanais, decks, or passages or in windows or on other parts of the Project so as to be in view from the outside of the building or from other condominiums. No fires or open flame shall be permitted on any condominium lanai or deck or inside any condominium.

**Refuse.** Explosives or waste of an inflammable nature, and other refuse or waste materials which may create an unpleasant odor, discharge, noxious or flammable gases or vapors, or pose any hazard to health or property as defined by state or federal law including but not limited to hazardous materials such as gasoline, kerosene, naphthalene, or other combustible materials of like nature shall not be deposited in the garbage collection areas. The disposal of hazardous materials shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste. Rubbish is to be bound in reasonably-sized odor reducing bundles and deposited by the residents in the garbage collection areas. There shall be no dumping of trash or garbage between 10:00 p.m. and 8:00 a.m. All garbage, rubbish and trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from neighboring properties or roads. Construction debris must be disposed of OFF SITE by the contractor.

**Recycling.** There is a designated area on property where plastic, paper, cardboard, glass and aluminum are recycled. Please rinse out all plastic containers and aluminum cans before placing them in the appropriate receptacles.

**Guests.** The condominium owner is responsible at all times for the reasonable conduct of the owner's or occupant's guests. Any guest who will be residing in the building for a week or more and is not otherwise registered as a condominium guest shall register with the Resident Manager/Managing Agent.

**Waterbeds.** No waterbeds shall be installed or kept in any condominium, lanai or deck.

**Animals.** No animals of any kind shall be permitted in any condominium or on the Project grounds. Notwithstanding any other provision herein, visually impaired persons may keep guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may keep signal dogs as defined in Chapter 515, Hawai'i Revised Statutes and disabled persons may keep service dogs/animals as defined in Chapter 515, Hawai'i Revised Statutes, in their condominiums and may utilize such dogs/animals on the common areas as necessary to full enjoyment of the property. No animals may be bred in the Project on a commercial basis.

**Electronics.** No activity shall be conducted within any condominium which interferes with television or radio reception in Wailea.

**Fair Housing Act.** None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of those Acts when acting upon requests by handicapped or disabled persons covered by those Acts to make reasonable modifications, at their cost, to condominiums and/or to the common elements of the Project if the proposed modifications are necessary for their full enjoyment of the Project. The Board will also comply with the provisions of those Acts when acting upon requests by such disabled persons for exemptions from any of the provisions of the Project documents which would interfere with said person's equal opportunity to use and/or enjoy their condominiums and/or the common elements of the Project.

**Keys.** If common area keys, if any, are lost, a reasonable replacement or service charge will be made.

**Hazards.** Nothing shall be allowed, done, placed or kept in any condominium unit or common areas of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon. No occupant shall use or permit to be brought into the building or common areas anything deemed hazardous to life, limb or property, such as gasoline, kerosene, or other combustibles of like nature, nor any gunpowder, fireworks or other explosives.

**Offensive Activities.** Nothing shall be done, placed, or kept in or on any condominium, deck, or the Project grounds which may be or become a nuisance, or cause embarrassment, disturbance or annoyance to other owners or users of the Project or the Wailea Resort. Without limiting the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the security of the Project, shall be placed or used in or on the Project without the Board of Directors' prior written approval.

**Rentals.** Subject to the terms of the Declaration and By-Laws of the Association, a condominium owner may lease his condominium or make it available to friends, but the person or persons leasing, renting or living in the condominium shall abide by the House Rules, and the owner shall assume responsibility for the occupants' conduct. Unless the users are otherwise registered, the owners must notify the Managing Agent of the names and length of anticipated occupancy of all such occupants, and must register them in person with the Resident Manager/Managing Agent. Each condominium owner shall deliver to his tenant or other persons occupying the condominium a copy of the House Rules, as they may be amended from time to time.

Owners shall be responsible for designating a local agent on the island of Maui to represent their interests if their residence is outside of Maui or if they will be absent from the condominium for more than thirty (30) days. Such owner shall file with the Resident Manager/Managing Agent his out-of-town address and telephone number and the telephone number of their agent. An absentee owner, at his expense, should have an agent, friend or maid conduct periodic inspections of a closed condominium and have such person assume responsibility for the contents thereof.

**Suggestions.** Complaints and suggestions regarding the Project shall be made in writing to the President of the Association, Board of Directors or the Resident Manager/Managing Agent.

## **SECTION B. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.**

**Soliciting.** No charitable or commercial soliciting for sales of goods or services, or religious or political activities shall be permitted in the Project. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place and manner.

**Surfboards and Bicycles.** Surfboards, bicycles, and similar sports equipment shall be stored only in designated storage areas or kept inside condominiums. The Association shall not be responsible for the loss of, or damage to, any item(s) stored in the storage areas.

**Moving.** Any damage to the building caused by moving of furniture, fixtures, inventory or personal effects shall be repaired at the expense of the owner on whose behalf such moving is being done.

**Protection of Common Areas.** Furniture, furnishings and equipment for the common elements are provided for the safety, comfort and convenience of all residents and guests of the residential condominiums and therefore shall not be altered, removed or transferred to other areas without permission from the Resident Manager/Managing Agent.

**Damages.** Each condominium owner shall be held personally responsible for any damage or destruction to any common or limited common elements caused by himself, his family, his guests, sub-tenants, or employees, contractors, tradespersons and any other persons using the Project on behalf of an owner or tenant or any other occupants of his condominium.

**Access.** The grounds, walkways, stairways, building entrances, driveways, and other similar common elements shall be used strictly for ingress and egress from the parking and condominium areas, and must be at all times kept free from obstructions

**Conduct.** A condominium owner or resident shall be responsible for the conduct of his family members and guests at all times, including insuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements.

**Landscaping.** None of the Project's landscaping is to be removed, picked, or transplanted by any residents or guests.

**Recreation Areas.** Use of recreation areas shall be limited to condominium owners, tenants, and members of their families and guests. Non-residents shall not use the recreation areas unless accompanied by a resident.

**Camping.** There shall be no camping on the common elements.

**Golf Course.** The Wailea "Old Blue" golf course fairways and greens are not to be entered upon from the complex for any reason.

**Fires.** Outdoor cooking is permitted in areas designated by the Board only, and such cooking will be on gas grills provided by the Association. Hibachis and similar open flame devices fueled by wood, charcoal, propane or similar combustible fuels are strictly forbidden and against State Law. No owner, tenant, or other occupant shall permit any condition which creates a fire hazard or is in violation of any fire prevention regulation.

## SECTION C. EXTERIOR DESIGN STANDARDS

### Window Treatments

Color of window treatments exposed to the exterior of the villas will be white or off white in color. (A color palette is available in the office)

Window treatments must be in good repair and neatly hung.

### Lanais and Entry areas

Laundry is not to be left to dry on the lanais or areas outside of the units.

Towels are not to be hung over the railings to dry at any time. Wet towels can be draped over a chair just long enough to dry but must not be left out overnight.

Sports equipment must be stored inside units and not on lanais the grounds, parking lot or entryways.

Lanai furniture must be actual lanai furniture, and must give the impression of a “matched set”. Lanai furniture must be in neutral colors and is defined as tables, chairs, chaise lounges, small benches and umbrellas. Light weight plastic furniture is prohibited.

Furniture placed on lanais is to be placed as if ready to use and not stacked as if being stored.

Furniture in entryways is limited to a chair or bench used for the purpose of removing/putting on shoes, and does not interfere with ingress/egress.

Plants are to be healthy if live, or of “natural colors” if artificial and in good condition. Artificial plants cannot be faded or discolored. Plants shall not interfere with ingress/egress to unit’s main entryway.

### Exterior Artwork

Decorative pieces (plaques, artwork or other wall hangings) on entryways and lanais are limited to one (1) piece per wall, proportionate to the size of the wall displaying the decorative piece. (Matched sets count as one (1) piece.)

Decorative pieces must be easily recognized as Hawaiian, Asian, or Polynesian themes.

Decorative pieces must be in good repair and finish (not faded, broken etc.).

Seasonal decorations may be displayed, but shall meet the above dimensions and conditions. Blinking lights of any kind are not allowed.

Seasonal decorations should not be displayed in excess of three (3) weeks prior, and two (2) weeks after the appropriate holiday.

External décor must be submitted to the Resident Manager for approval prior to installation.

**Specifically excluded from approval are the following:**

Any type of screen (shoji screens or other standing screens of any type).

Wind chimes of any type.

Beaded wall hangings of any type

Flags other than U.S. and Hawaiian. Size of the flags should be in proportion to the area in which it is being displayed, and proper protocol shall be observed when displaying the flags.

### **Car Covers**

Vehicle covers must be a neutral color and in good repair.

Vehicle covers on stored cars must be securely tied down.

## SECTION D. VEHICLE PARKING

Overnight parking is by permit only. Temporary permits are available for vacation rental use through your rental agent. Permanent permits are available through the Association office for owners and long term tenants. Each unit is entitled to one designated parking stall only. All numbered condominium units are allowed a maximum of two (2) vehicles on site on a space available basis. Guests of resident's shall park cars in designated "guest" stalls. Motorcycle stalls are designated and therefore motorcycles should not use guest stalls.

All vehicles parking in the complex must display a parking permit, be registered with the Resident Manager/Managing Agent, and display current vehicle license and safety sticker and be operable.

Owners may store a vehicle on the complex when they are absent. All stored vehicles stored in guest stalls must be parked in a space authorized by the Resident Manager/Managing Agent and a set of keys left at the Association office. Failing to provide the management with a set of keys will result in being billed a car towing charge if the management is required to move the vehicle. All owners of vehicles with a cover must keep cover in good condition and securely fastened.

If a condominium is vacant for more than 21 consecutive days, the owner's vehicle must be stored in the condominium's numbered stall. All other vehicles must be stored off site. When a condominium is unoccupied, the owner of the condominium must make arrangements to have their stored vehicle moved to their numbered stall. If the management is required to move the vehicle, the owner will be charged \$25 for the first move and \$50 for each subsequent move.

Parking areas are for conventional personal vehicles only; boats and trailers are not permitted. Vehicles that extend beyond the dimensions of the parking stall are not permitted. Commercial signage is not allowed on vehicles parking overnight.

Parking area shall not be used for any mechanical work on vehicles except in cases of emergency.

Other than permitted vehicles, no personal items such as lumber, furniture or crates shall be stored in the parking stalls.

Car washing shall be done in designated car wash area only. Car wash area hours are 7 a.m. - 6 p.m.

Vehicles shall travel at no more than fifteen (15) miles per hour while in the Project. Drivers are expected to observe traffic signs for the safety of all.

Any vehicle parked in an unauthorized space may be towed away at its owner's expense. Vehicles belonging to guests of the condominium occupants may be parked in the stalls marked for guest parking. Designations of parking spaces for handicapped users shall be observed. No vehicles may be parked or left unattended in any driveway or other area designated as a no-parking zone. When workmen are performing work on a condominium, the owner shall advise them to use his parking space. Vehicles shall be centered in parking spaces so as to prevent crowding of adjacent spaces or blocking of passages. It is the responsibility of each condominium owner to inform his guests not to park in vacant spaces unless arrangements have been made for such use. If the violator of parking rules is a lessee, renter or guest of an owner, the owner may be held responsible for payment of any tow-away charge.

## **SECTION E. SWIMMING POOLS**

POOL HOURS are from 8 a.m. to 10 p.m.

NO GLASS, CERAMIC BOWLS, BEER OR WINE BOTTLES or other breakable items are allowed inside the pool gates.

OCCUPANTS USE THE SWIMMING POOLS AT THEIR OWN RISK.

DIVING AND JUMPING INTO THE POOL IS PROHIBITED.

SMOKING IN THE POOL AREAS IS PROHIBITED.

Owners and residents are permitted a reasonable number of non-resident guests who must be accompanied by the owner or resident when using the pool area.

No rafts, toys, balls, surfboards, or other unauthorized items are permitted in the pool. Swim fins and/or facemasks (except for black fins or facemasks which mark the pool) may be used for lap swimming.

The playing of games in the pool area, such as "MARCO POLO" shall be banned at all times. No "horse play" shall be allowed in the pool or surrounding area. Please respect the "quiet attitude" in the pool area.

Bathers are prohibited from entering the pool with suntan oil, ointments, hairpins or other similar products or objects. Please use showers to remove oil and/or sand prior to entering the pools.

Swimming is not allowed in other than proper swimming apparel.

Pool furniture should be covered with towels when using suntan lotions, oils or ointments as these will stain furniture.

There are not specific age restrictions upon unsupervised children's use of the pool and pool area. However, parents and/or guardians are responsible for the safety and conduct of their children at all times and are expected to utilize reasonable judgment when in the pool and pool area.

Owners, Residents and Tenants may request exclusive or non-exclusive use of either the office or fairway pools by completing the appropriate form, available in the office.

## SECTION F. REMODELING GUIDELINES

These procedures and guidelines for condominium remodeling are intended to guide owners in preparing and seeking approval for remodeling owners' condominiums.

### GENERAL PROCEDURES

**REMODELING:** As defined below, remodeling will be divided into three (3) categories which require different approval procedures.

**APPROVAL:** Depending on the scope of the work, an Owner planning a remodel must apply for and obtain written approval by the Board of Directors or the Resident Manager/Managing Agent, **IN ADVANCE** of starting work.

**TIME FRAME:** The Board requires Category III remodels and alterations start on April 1<sup>st</sup> and must be completed before December 15th. Workdays are Monday through Friday from 8:00AM until 5:00PM, and Saturdays from 9:00AM until 5:00PM. No work may be performed on Holidays selected by the AOA, Wailea Community Association or on Sundays.

**CONTRACTORS:** For the safety and well-being of all concerned, all contractors and their subcontractors must observe OSHA guidelines. The Owner must provide the AOA with the contractor(s) information. Contractor(s) or Owner must provide a certificate of Comprehensive General Liability Insurance, naming Grand Champions Villas as an additional insured. Actual receipt of a 30-day notice of cancellation of insurance is required. Contractors and Owners must provide written indemnification, a written agreement to binding arbitration and agree to save and hold harmless the AOA and its members, the Board of Directors, the Resident Manager/Managing Agent and Grand Champions Villas employees in the form attached.

**PERMITS:** It shall be the Owner's responsibility to obtain all permits required for the work from any regulatory agency having jurisdiction. Permit copies will be submitted to the Resident Manager/Managing Agent on request.

**CONSTRUCTION WASTE:** Owners must provide their own disposal method and none of the Grand Champions Villas' refuse bins or enclosures may be used for any construction related waste, including but not limited to paints, adhesives, plaster, drywall, wood, metals, carpet, tile, stone, etc. If a refuse bin is required, it will be at the Owner's expense and must be placed in their numbered parking stall. Two cars may be parked in guest stalls for up to one month or while bin is in place. **NOTHING BUT CLEAR WATER CAN BE PUT IN STORM DRAINS.**

**EQUIPMENT SET UP:** Whenever possible, work should be done inside the Owner's unit. If the work requires use of the common or limited common elements (lanais included), the Owner is to obtain prior approval from the Resident Manager/Managing Agent.

**INSPECTION:** The Resident Manager/Managing Agent shall have the right to inspect all work as it progresses to determine that it is in compliance with the documents that have been submitted. The Resident Manager/Managing Agent inspections shall not be construed as an approval of the construction, materials or the installations.



## **CATEGORIES**

### **Category I work is defined as follows:**

1. Replacement of carpets, window treatments (must show white or off white to the outside), mirrors, and other wall covering.
2. Replacement of appliances, sinks, bathroom fixtures, and water heaters with those of equal or better specifications than the original.
3. Interior lighting, electrical work, and plumbing work that does not require carpentry.
4. Painting requiring an outside contractor.

### **Category I work can proceed as follows:**

1. Complete Category I application informing the Resident Manager/Managing Agent of the scope of work.
2. Obtain approval from the Resident Manager/Managing Agent prior to proceeding with work
3. Proceed in a timely manner with the work. This work can be performed year-round, but effort must be made as not to inconvenience other condominium users.
4. The Owner must provide their own disposal method and not allow construction waste to be placed in the AOAO's refuse bins or enclosures. Paint or any other toxic chemical may not be disposed of in any of the toilets or drains, either inside the unit or anywhere else on the property.

### **Category II work is defined as follows:**

1. Replacement of Louvers.
2. Replacement or addition of Lanai sun-screens.
3. Replacement or addition of awning.
4. Replacement or addition of front entry screen doors.
5. Replacement or addition of window-mounted air conditioning systems.

### **Category II work can proceed as follows:**

1. Complete Category II application requesting approval from the Resident Manager/Managing Agent for the scope of work.
2. Obtain specifications for replacement or additions from the Resident Manager/Managing Agent.
3. Proceed with the work in a timely manner. This work can be performed year-round, but efforts must be made so as not to inconvenience other condominium users.
4. The Owner must provide for disposal method and not allow construction waste to be placed in the AOAO's refuse bins or enclosures.

**Category III work is defined as follows:**

1. Carpentry work.
2. Tile work of floor areas already covered with tile as part of the original construction (no other tile allowed).
3. Tile work on wall areas.
4. New interior cabinetry.
5. Any work that could have a potential impact on the building appearance, structural and/or architectural integrity. Location and visibility may become factors in the approval process.

**Category III approval procedures are as follows:**

1. Complete the Category III "Application for Additions and Alterations" and provide drawings or other information as requested by the Board of Directors at the Owner's expense. The application will inform the Resident Manager/Managing Agent of the scope of work, who will forward the application to the Board for approval.
2. Provide a refundable clean up and damage deposit in the amount of \$1,000. The deposit will be refunded, without interest, when all work is completed.
3. Obtain Grand Champions Villas Board approval prior to proceeding with any type of work.
4. Owner must obtain all permits required by governmental authorities in advance.
5. All remodels and alterations are authorized to start on December 1<sup>st</sup> and must be completed before December 15<sup>th</sup>. Workdays are Monday through Friday from 8:00 AM until 5:00 PM, and Saturdays from 9:00 AM until 5:00 PM. No work may be performed on Sundays or on Holidays selected by the AOA or Wailea Community Association.
6. The Owner must provide for disposal method and not allow construction waste to be placed in the AOA's refuse bins or enclosures.
7. Once the remodel has been approved by the board president, there will be a four (4) week waiting/notification period before the Category III remodel may begin.

## **SECTION G. VIOLATION OF HOUSE RULES.**

**FINES FOR VIOLATIONS** In the By-Laws: Article XI, General Provisions; Section 3, Fines for Violations; states in part, “The violation by any condominium owner of any of the covenants, conditions and restrictions set forth in the Declaration, the By-Laws or the Rules and Regulations adopted pursuant thereto shall give the Board the right, in addition to any other rights set forth in the By-Laws, to assess a reasonable fine against such owner”.

The violation of any of these House Rules or any amendments thereto shall give the Board of Directors or its agent the right to:

1. Enter the condominium or common elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting condominium owner and/or resident, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the management firm shall not thereby be deemed guilty in any manner of trespass; and
2. Enjoin, abate or remedy by appropriate legal proceeding, either at law or in equity, the continuance of any such breach; and
3. All damages and the costs of any enforcement action including reasonable attorney's fees shall be borne by the defaulting or responsible condominium owner.
4. Impose such penalties and fines as it deems appropriate and the unpaid amount of such penalties and fines against any condominium owner shall constitute a lien against his interest in his condominium which may be foreclosed by the Board of Directors or Resident Manager/Managing Agent in the same manner as provided in the Condominium Property Act.

## **SECTION H. TREE REMOVAL AND TRIMMING POLICY**

- 1) Owners requesting tree removal must request approval from 75% of the owners that would be affected by the removal of the tree.
- 2) Requesting Owner must send Affected Owners a return receipt message via USPS or email. The affected Owners will have 30 days to respond or their consent will be implied.
- 3) Once the requesting owner has approval from more than 75% of the units affected, the proposal will be brought to the Landscape Committee for a recommendation to the board for action.
- 4) If the tree is deemed detrimental and/or adversely affects the property integrity, the cost will be borne by the AOA. If the tree does not fall into this category, all tree removal costs will be borne by the requesting owner.
- 5) This process will also apply to trees that are outside of the Landscape Contract that an Owner wishes to have trimmed.

## **SECTION I. CONSTRUCTION SPECIFICATIONS**

### **Air Conditioners; window box and split system:**

LIABILITY: Any damage as a result of the installation of a central air conditioner, including by not limited to water damage to the property below, will be the responsibility of the owner of the installed air conditioner.

#### **Window box air conditioners**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) Various brands, makes and models are accepted.
- 3) 115-volt approved, on a three-wire, 15-amp circuit protected by a circuit breaker.
- 4) Chassis must be slide-out style chassis (no exterior support brackets).
- 5) Self-evaporating or drip less in design.
- 6) Chassis color must be clay or grey in color.
- 7) Must be installed in an existing louvered window (all louvers must be removed).
- 8) The side panel(s) exterior must be smooth and painted black (no accordion panels).
- 9) Approved drip lines must be installed if at any time the air conditioner leaks.
- 10) All window box air conditioners must be 12000 btu or higher.

#### **Split System Air Conditioner Specifications: ONLY for top floor units**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) BRANDS: Fujitsu MODEL: Condensing unit, Model # AOU48RLXFZ, Air handler(s), ARU9/12RLF
- 3) Only approved drip lines may be installed and are required for units that leak.
- 4) COLOR: Chassis color must be off-white or tan in color.
- 5) INSTALLATION:
  - a) Condensing unit must be installed on your lanai.
  - b) It is recommended that a licensed and qualified air conditioning contractor install air conditioner.
  - c) The air handlers are to be mounted in the attic and must have isolators.
  - d) The Freon lines for the air handlers to be run into the unit through the laundry room closet, through the wall into the attic and on the air handlers.

LIABILITY: Any damage as a result of the installation of an air conditioner, including but not limited to water damage to the property below, will be the responsibility of the owner of the installed air conditioner.

### **Antenna policy**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) Antennas, receivers, TV or microwave dishes or any other device that could interfere with TV, phone or Wi-Fi transmission are not allowed.
- 3) Antennas, receivers, TV or microwave dishes or any other communication device must be mounted within the airspace of the condominiums interior or lanai. Devices mounted on the lanai should be mounted below rail level whenever possible.
- 4) No equipment can be mounted on the roof or on the exterior common or limited common area of any building or unit.

09/30/11

### **Awnings**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) BRANDS: SUNBRELA provides the awning fabric. EGE provides the Awning itself.
- 3) COLOR: Upper Floor - #4628 Toast  
Lower Floor - #4604 Natural

The appropriate shape and color of the awning is specific to the unit and floor you live on.

LIABILITY: Any damage as a result of the installation of an awning will be the responsibility of the owner.

11/09/2001

### **Keyless entry system**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.

APPROVED MODELS:

- 1) Oracode 660K – with web based programming access system.
- 2) Eplex 2000 – programmed at the door.
- 3) Color: Satin Brass

Installation and Technical Support provided by: Rob Wengel, Secure Lodging Systems

11/04/2010

Telephone: 866-581-3003 ext. 202

### **Lanai ceiling fan specifications**

- 1) 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) The ceiling fan and the installation must meet the following specifications:
- 3) BRANDS: Monte Carlo or Sundance
- 4) Indoor/Outdoor use
- 5) 42" Blades
- 6) Ceiling fan blades must be a distance of at least 7' from the lanai floor.
- 7) Incandescent 100W medium base light kit
- 8) COLOR: Monte Carlo – Weatherford Powder Coated Old Chicago with distressed pine blades  
Sundance – Oil Rubbed Bronze with dark oak blades

#### **INSTALLATION:**

- 1) Must be installed in existing light fixture
- 2) Rust free stainless steel hardware with all-weather blades
- 3) UL & C-UL listed for wet locations
- 4) A licensed and qualified electrician must properly install the ceiling fan

LIABILITY: Any damage as a result of the installation of a lanai ceiling fan will be the responsibility of the Owner of the installed fan.

11/20/11

### **Lanai tile**

- 1) A Category III Remodel form must be completed and given to the GCV office prior to installation.
- 2) TILE COLOR: Shades of creams and tans that must be approved by the Resident Manager.
- 3) TILE SIZE: 12" X 12" to 20" X 20".
- 4) TILE COMPOSITION: Must be ceramic or porcelain.
- 5) GROUT LINES: 3/16" grout lines with grout matching the tile shade.

### **Lattice-screen for lanais**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) Each lanai can have a maximum of two (2) planter boxes and each planter must have three (3) tiers.
- 3) Description: Arched lattice-screen planters. Dimensions: 32" wide x 13" deep x 76" high, crafted from weather-resistant, white resin.

06/11/2004

### **Rain gutter specification – 2<sup>nd</sup> & 3<sup>rd</sup> floors**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) STYLE: Colonial Shape 6-inch seamless aluminum gutter with 2x3" downspouts.
- 3) COLOR: Color must be white.
- 4) INSTALLATION: A licensed and qualified professional must properly install the rain gutter.

LIABILITY: Any damage as a result of the installation of a rain gutter will be the responsibility of the owner of the installed rain gutter.

05/26/2000

### **Screen doors**

- 1) A Category II Remodel form must be completed and given to the GCV office prior to installation.
- 2) The approved screen door for the Grand Champions Villas is a Tru-Frame Security Door, made by R. Lang Co. Bronze (looks black) in color for the front doors and white for the kitchen doors.
- 3) It is recommended that your screen door frame be mounted an additional ½ inch deeper to prevent the screen door handle from hitting the front door knob. (required for keyless lock handles).

## SECTION J. ASSOCIATION FORMS

### Agreement for indemnification and binding arbitration

Indemnification: We, hereby indemnify and agree to save and hold harmless the Association and its members, the members of its Board of Directors, the Resident Property Manager and Grand Champions Villas employees from all demands, legal actions and costs, including attorney's fees, and from any liability for injuries suffered by Grand Champions Villas and any damages to any part of the property or common elements in Grand Champions Villas, which may arise from any acts or failures to act (including acts of negligence) of the undersigned in connection with or arising from this work.

Arbitration: Any dispute arising under this agreement shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association for commercial arbitration of construction disputes.

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Unit # \_\_\_\_\_

Homeowner Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Unit # \_\_\_\_\_

#### CONTRACTOR'S SIGNATURE REQUIRED FOR CATEGORY III REMODELS

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Company Name \_\_\_\_\_

ARB/INDEM 3/26/07



**Notice of remodeling or redecorating**

Grand Champions Villas

Requiring Notice to Resident Manager

**CATEGORY I**

Re: Grand Champions Villas unit # \_\_\_\_\_

In accordance with Category I Remodeling Guidelines, I am giving notification of my intent to redecorate the above as condominium described below.

START DATE: \_\_\_\_\_ EXPECTED FINISH DATE: \_\_\_\_\_

DESCRIPTION OF REMODELING:

\_\_\_\_\_  
\_\_\_\_\_

SUPPLIER OR CONTRACTOR: License # \_\_\_\_\_

Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Comprehensive General Liability Insurance Carrier \_\_\_\_\_ amount \$ \_\_\_\_\_

I agree to inform the AOA in advance of any changes in the above remodeling plans. I will direct the Supplier or contractor to advise the Manager’s Office in advance of arrival at Grand Champions Villas to perform work.

Grand Champions Villas AOA reserves the right to stop any remodeling project. If the result of any remodeling project disturbs the AOA member’s and/or residents’ quiet enjoyment, structural safety and/or security, the Owner will be required to resolve the issue in a timely manner. If the disturbing issue cannot be resolved the Owner will be required to return the unit to its previous condition, at the Owner’s expense.

Owner’s signature \_\_\_\_\_ date \_\_\_\_\_

Owner’s printed name \_\_\_\_\_

Owner’s signature on agreement for Indemnification and Binding Arbitration attached.

Signed doc. receipt for By-laws, House Rules & Remodeling guidelines attached.

Application is approved for the remodeling described above.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title \_\_\_\_\_

## Application for remodeling or alteration

Grand Champions Villas

Requiring Resident Administrative Manager's Approval

### CATEGORY II

Re: Grand Champions Villas unit # \_\_\_\_\_

In accordance with Category II Remodeling Guidelines, I request your approval of the remodeling to the above as condominium described below.

START DATE: \_\_\_\_\_ EXPECTED FINISH DATE: \_\_\_\_\_

DESCRIPTION OF REMODELING (attach a separate paper if needed):

\_\_\_\_\_  
\_\_\_\_\_

SUPPLIER OR CONTRACTOR: License # \_\_\_\_\_

Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Comprehensive General Liability Insurance Carrier \_\_\_\_\_ amount \$ \_\_\_\_\_

I agree to inform the AOA in advance of any changes in the above remodeling plans. I will direct the Supplier or contractor to advise the Manager's Office in advance of arrival at Grand Champions Villas to perform work.

Grand Champions Villas AOA reserves the right to stop any remodeling project. If the result of any remodeling project disturbs the AOA member's and/or residents' quiet enjoyment, structural safety and/or security, the Owner will be required to resolve the issue in a timely manner. If the disturbing issue cannot be resolved the Owner will be required to return the unit to its previous condition, at the Owner's expense.

Owner's signature \_\_\_\_\_ date \_\_\_\_\_

Owner's printed name \_\_\_\_\_

- Owner's signature agreement for Indemnification and Binding Arbitration by Owner attached.
- Signed doc. receipt for By-laws, House Rules & Remodeling guidelines attached.

Application is approved for the remodeling described above.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title \_\_\_\_\_

## Application for additions and alterations

Grand Champions Villas

Requiring Board Approval & Deposit

### CATEGORY III

Re: Grand Champions Villas unit # \_\_\_\_\_

In accordance with Category III Remodeling Guidelines, I request your approval of the remodeling to the above as condominium described below.

START DATE: \_\_\_\_\_ EXPECTED FINISH DATE: \_\_\_\_\_

DESCRIPTION OF REMODELING (attach a separate paper if needed):

\_\_\_\_\_  
\_\_\_\_\_

SUPPLIER OR CONTRACTOR: License # \_\_\_\_\_

Name: \_\_\_\_\_ Contact: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

I agree to inform the AOA in advance of any changes in the above remodeling plans. I will direct the Supplier or contractor to advise the Manager's Office in advance of arrival at Grand Champions Villas to perform work. Grand Champions Villas AOA reserves the right to stop any remodeling project. If the result of any remodeling project disturbs the AOA member's and/or residents' quiet enjoyment, structural safety and/or security, the Owner will be required to resolve the issue in a timely manner. If the disturbing issue cannot be resolved the Owner will be required to return the unit to its previous condition, at the Owner's expense.

Owner's signature \_\_\_\_\_ Date \_\_\_\_\_

Owner's name printed \_\_\_\_\_

#### **Office use only:**

- Deposit required \$1000.00 date received/returned \_\_\_\_\_/\_\_\_\_\_ ck# \_\_\_\_\_
- Signed Proof of Indemnification and Binding Arbitration by Owner and Contractor attached.
- Signed doc. receipt for By-laws, House Rules & Remodeling guidelines attached.
- Certificate of Insurance, naming the Grand Champions Villas as an additional insured.
- Four week notification to affected owners.

Approved Start Date \_\_\_\_\_ Notification Date \_\_\_\_\_

Application is approved by signature below for the remodeling described above.

Board President's signature \_\_\_\_\_ Date: \_\_\_\_\_

03/26/2007

**Request for exclusive use of office and fairway pool areas**

Owners only. No commercial, charitable or fund raising activities permitted.

The undersigned Owner of condominium number \_\_\_\_\_ of Grand Champions Villas wishes to use the Fairway / Office pool area for approximately \_\_\_\_\_ guests

from \_\_\_\_\_ p.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_ (date)

Type of function: \_\_\_\_\_.

Exclusive use fee \$ 100.00

Equipment needed: tables (up to 6) \_\_\_\_\_, chairs (up to 36) \_\_\_\_\_, table lights (up to 6) \_\_\_\_\_.

All functions must be complete including clean up and the pool vacated by 10:00 p.m. Noise must be kept at a level that does not disturb other residents.

The following items must be completed after use:

Pick up all trash.

Put all trash in the proper receptacles in the pool area and dispose of them at the trash area near the pool.

Wipe off furniture and return furniture to the way it was found.

Check the restrooms and clean them if necessary.

The responsible party agrees to abide by all House Rules in force at the Grand Champions Villas. The barbecue grill area is poolside and is within the swimming pool gates. No glassware or other breakable items are allowed inside the pool gates. The By Laws and House Rules of the Grand Champions Villas take precedence over this document. This document releases the Association of any liability and places responsibility of liability on the owner below.

I have read the above and understand that I am responsible for any liability related to my exclusive use of the pool area, and that I must supervise parking and I am responsible for the conduct of my guests. I agree to pay for any damages that might result from the use of the facility. I also understand that if Grand Champions Villas employees have to do any clean up my \$50.00 deposit is forfeited.

Owner' signature \_\_\_\_\_ Date \_\_\_\_\_

Please print name \_\_\_\_\_

\$50.00 deposit received: ( ) Cash ( ) Check By: \_\_\_\_\_

\$100.00 use fee received: ( ) Cash ( ) Check By: \_\_\_\_\_

Approval Date: \_\_\_\_\_ By: \_\_\_\_\_

Deposit return Date: \_\_\_\_\_ Received by: \_\_\_\_\_

## Request for non-exclusive use of fairway and office pool areas

Grand Champions Villas

No commercial, charitable or fund raising activities permitted.

The undersigned Owner/Tenant of condominium number \_\_\_\_\_ of Grand Champions Villas wishes to use the Fairway / Office pool area for approximately \_\_\_\_\_ guests from \_\_\_\_\_ p.m. to \_\_\_\_\_ p.m. on \_\_\_\_\_ (date)

Type of function \_\_\_\_\_.

Non-Exclusive use fee \$ 25.00

Equipment to be used: tables (up to 2) \_\_\_\_\_, chairs (up to 12) \_\_\_\_\_, table lights (up to 2) \_\_\_\_\_.

All functions must be complete including clean up and the pool vacated by 10:00 p.m. Noise must be kept at a level that does not disturb other residents.

The following items must be completed after use:

Pick up all trash. Put all trash in the proper receptacles in the pool area and dispose of them at the trash area near the pool.

Wipe off furniture and return furniture to the way it was found.

Check the restrooms and clean them if necessary.

The responsible party agrees to abide by all House Rules in force at the Grand Champions Villas. The barbecue grill area is poolside and is within the swimming pool gates. No glassware or other breakable items are allowed inside the pool gates. The By Laws and House Rules of the Grand Champions Villas take precedence over this document. This document releases the Association of any liability and places responsibility of liability on the owner below.

I have read the above and understand that I am responsible for any liability related to my exclusive use of the pool area, and that I must supervise parking and I am responsible for the conduct of my guests. I agree to pay for any damages that might result from the use of the facility. I also understand that if Grand Champions Villas employees have to do any clean up my \$50.00 deposit is forfeited.

Owner' signature \_\_\_\_\_ Date \_\_\_\_\_

Please print name \_\_\_\_\_

\$50.00 deposit received: ( ) Cash ( ) Check By: \_\_\_\_\_

\$25.00 use fee received: ( ) Cash ( ) Check By: \_\_\_\_\_

Approval Date: \_\_\_\_\_ By: \_\_\_\_\_

Deposit return Date: \_\_\_\_\_ Received by: \_\_\_\_\_

# SECTION K. DEFIBRILLATOR LOCATIONS

## Defibrillator Locations

