

# Hawaii Loa Ridge Building & Renovation\* Guide

## Project Address:

All construction projects by any owner on Hawaii Loa Ridge (“HLR”) are subject to certain covenants, conditions, restrictions and procedures that endeavor to develop maintain and enhance the general attractiveness of the Hawaii Loa Ridges subdivision (“**Hawaii Loa Ridge Subdivision**” or “**Project**”). A copy of the documents listed below (“**Governing Documents**”) are available from the management office of the HLR (“**Management Office**”) or the HLR general manager (“**General Manager**”) and are also posted on the Association web site: [www.hiloa.org](http://www.hiloa.org).

The Governing Documents include:

1. The Hawaii Loa Ridge Declaration of Covenants, Conditions, and Restrictions (“**DCC&Rs**”), especially including, but not limited to, Articles IV and IX
2. Architectural Review Committee (“**ARC**”) Rules adopted under authority of section 9.5 of the DCC&R’s.
3. HLR Rules adopted by the Hawaii Loa Ridge Owners Association (“**Association**”) Board of Directors (“**Board**”) under authority of section 6.9 of the DCC&R’s.
4. Architectural Design Guidelines (“**Design Guidelines**”)
5. ARC Application for Design Review (“**ARC Application**”)
6. ARC Preconstruction Compliance Checklist
7. ARC Approved Mailbox Designs
8. ARC Post Construction Form and Procedures
9. This Building Guide

The Board has also adopted this version of the Building Guide for distribution to Owners and their Contractor(s). Please review the Governing Documents prior to submittal of any original construction, modification, or alteration request to the Association. Capitalized terms used herein shall, unless otherwise defined herein, have the same meanings as set forth in the DCC&Rs.

Any Owner proposing to construct or reconstruct, or to refinish or alter any part of the exterior of, any Improvement on or within the Owner’s Lot, or to perform any work which under article IX of the DCC&R’s requires the prior approval of the ARC, shall first notify the General Manager of the project scope in writing on a form provided for this purpose. As provided in section 9.6.1.1 of the DCC&R’s, this Building Guide, which is to be provided to the Owner, summarizes the factors relevant to the design, construction and maintenance of Improvements in the Project and the various design controls and restrictions applicable to the Owner’s Lot. The Owner and Owner’s Architect, if any, shall acknowledge in writing that they have received this Building Guide and are familiar with the Governing Documents terms.

A nonrefundable review fee will be collected by the Hawaii Loa Ridge Owners Association (“HLROA”) before any proposal will be reviewed. The amount of the fee charged is based on the scope of the work or proposed changes and the time and charges of the ARC relating to the project. The ARC will classify the work or proposed changes into a fee category in its sole discretion and may decline to act on any proposal until the correct fee is prepaid. If, because of unusual circumstances, the actual review fees charged by the ARC to the HLROA exceeded the review fee, the Owner will be responsible to reimburse the HLROA for any difference.

\*Note: Projects of total cost less than \$25,000 may be exempt from this agreement at the board’s discretion.

Construction or modification requests will be reviewed on a case-by-case basis. Approval of a modification proposal for one home, or the granting of a variance from any of the construction rules under section 4.19 of the DCC&R's, does not give any other project the right to a similar approval or variance.

## 1) **OWNER**

- a) In conjunction with the approval of an Owner's ARC application, Owner shall submit to the ARC for approval, preliminary plans and specifications for the proposed work including the following (unless waived by the ARC):
  - i) a plot plan of the Lot showing:
    - (1) Existing certified topographical survey.
    - (2) Proposed finish grading plan.
    - (3) Location & top-of-wall elevations of wall & fences.
    - (4) The location of all existing and/or proposed improvements, including driveways, walks, patios etc.
    - (5) Finish floor elevations
    - (6) Roof plan.
    - (7) Setback lines.
    - (8) View channels.
    - (9) Drainage easements
    - (10) Building Height Restriction Line (where applicable)
    - (11) Proposed location of solar collectors, and existing utility installations.
    - (12) A landscape plan indicating the proposed irrigation system, plant species & sizes
  - ii) Floor plans.
  - iii) Exterior elevations.
  - iv) Cross Sections
  - v) Description of all exterior materials and colors.
  - vi) Samples of exterior colors
  - vii) Floor Area Computations.
  - viii) Lot Coverage Computations.
  - ix) Working drawings and construction specifications.
  - x) The Owner's proposed construction schedule.
  - xi) For further detail of these requirements, see section 9.6.1.2 of the DCC&R's, and ARC and ARC Compliance Exhibit 1-B.
- b) The Owner is responsible for all submissions (and associated fees) to the appropriate state and county agencies, and shall acquire all necessary permits prior to commencement of any demolition, construction, or structural work.
- c) ARC approval of a project shall remain valid for the period stated on the Construction Permit issued by the Association. Extensions of the construction deadline may be applied for at the Management Office.
- d) Damage to the home, any adjacent home, and/or any limited common or common elements caused by any modification or alteration shall be the responsibility of the

Owner performing the modification. Damage repairs shall be made in a timely manner. The Association may make damage repairs not made satisfactorily and/or in a timely manner, and the Owner will be assessed accordingly.

- e) Owner shall be responsible for any repair cost associated with the home. Such necessary repairs may be a function of, but are not limited to, faulty workmanship, defective or substandard construction materials, or wear and tear due to aging. The Association will provide routine maintenance of the common areas only.

## **2) CONSTRUCTION RULES FOR CONTRACTORS AND DESIGN PROFESSIONALS.**

**Owner's Contractor, Design Professionals and all persons working on the construction project ("Worker") are subject to the following:**

### a) ACCESS HOURS

- i) All work must stop and clean up must be completed no later than 5:30 p.m. and construction crews and equipment must vacate by 6:00 p.m.
- ii) Monday through Friday: 7:00 a.m. to 5:30 p.m.
- iii) Saturday: 9:00 a.m. to 5:30 p.m.
- iv) No construction on the following holidays:
  - (1) New Years' Day
  - (2) Presidents' Day
  - (3) Memorial Day
  - (4) King Kamehameha I Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Columbus Day
  - (8) Veterans' Day
  - (9) Thanksgiving Day
  - (10) Christmas Day

### b) PASSES

- i) Access is approved subject to the consent and agreement of the General Manager . All security and safety measures as prescribed by the General Manager must be observed. Access may be revoked if not in compliance.
- ii) A contractor pass ("**Contractor Pass**") is issued by the Management Office located at 669 Puuikena Drive. It is strongly recommended that all contractor vehicles display a current Contractor Pass which shall be valid for no more than six (6) months.

### c) DELIVERIES

- i) Deliveries of cement, tile, lumber or any such type of construction materials will not be permitted after 4:30 p.m. Monday through Saturday. Any spills must be cleaned IMMEDIATELY.

### d) USE OF FACILITIES

- i) Contractors and construction personnel are allowed access onto Hawaii Loa Ridge in order to get to and from their specific job site only.
- ii) Use of any of the facilities, including the Ridge Club and park areas, for any purpose, including lunches and breaks, is strictly prohibited.

### e) RULES OF THE ROAD

- i) No speeding.

- ii) Vehicles must be parked at roadside.
  - iii) Vehicles shall not block, restrict or impede the continuous flow of traffic.
  - iv) Vehicles must be removed from Hawaii Loa Ridge every night.
- f) MATERIALS AND EQUIPMENT
- i) All construction material and equipment must be stored within the property lines of the lot. Roads and sidewalks must be kept clear at all times.
  - ii) Heavy equipment must be kept off curbs and sidewalks.
  - iii) Cement mixers must be operated within the property lines.
  - iv) Portable toilets are required and must be stored within the property lines.
- g) CLEANLINESS AND DEBRIS
- i) All debris must be removed at least once a week.
  - ii) Debris shall not be discarded or be allowed to be blown, drift, roll, or flow from any lot or out of any vehicle.
  - iii) Mixing of concrete shall not result in any spillage onto streets, curbs, gutters or sidewalks.
  - iv) Runoff, slurry, water or any other viscous or liquid waste or residue must not be drained or allowed to flow into streets, gutters, drains, sidewalks or other property.
  - v) Vehicles shall not track mud onto streets or sidewalks.
- h) DUST
- i) Dust and dirt shall not be allowed to drift or be blown from any lot or vehicles. Dust screens and/or ground covers are REQUIRED and must be in place and in good condition at all times on any lot where topsoil is exposed.
  - ii) Exposed topsoil shall be watered down regularly and all other appropriate measures such as covering open dirt shall be employed to prevent airborne dust and dirt.
  - iii) All dust violations will be subject to the jurisdiction of the Air Quality Branch of the State Department of Health as well as Association.
- i) EXCAVATION AND GRADING
- i) When ground cover is cleared from a lot or when excavation or grading work commences, adequate protection must be maintained to prevent damage or injury due to flooding, shifting of dirt or rocks, etc.
  - ii) Silt runoff onto sidewalks or streets and into storm drains is prohibited.
- j) ADJACENT LOTS
- i) Use of an adjacent or any other lot for access, storage, disposal or any other purpose is prohibited without prior written consent of the owner of the other lot. A copy of the written consent must be given to the Management Office prior to entry upon or use of the other lot.
- k) NOISE
- i) All noise made by construction vehicles and equipment must comply with regulations of the State of Hawaii Department of Health, Title 11 Administrative Rules, Chapter 43, Community Noise Control for Oahu.
  - ii) At no time shall any noise be greater than reasonably necessary.
  - iii) No amplified music shall be played so loud so as to be heard outside the lot.
- l) IN ADDITION TO EVERY OTHER RIGHT OR REMEDY OF THE ASSOCIATION, VIOLATIONS OF THE CONSTRUCTION RULES MAY RESULT IN SUCH

CONTRACTOR, DESIGN PROFESSIONAL OR WORKER BEING BARRED  
TEMPORARILY OR PERMANENTLY FROM HAWAII LOA RIDGE.

### **3) DEVIATIONS FROM APPROVED PLANS**

- a) Before proceeding with any deviations from approved plans, written application to approve the deviation(s) shall first be made to the ARC. Any additional fees incurred by the ARC or the Association as a result of the change, including professional fees charged by ARC members, will be billed to the Owner.
- b) Unapproved deviations may result in fines as outlined in the DCC&Rs, may result in a cease and desist order being issued until the deviations are approved and the project is in compliance, may result in a notice of noncompliance, and may result in enforcement. In addition, any additional fees necessarily incurred by the Association as a result of the change, including professional fees charged by ARC members or the Association's attorney will be billed to the Owner.
- c) If any complaint is made to the Association alleging that this project does not comply with the DCC&R's, Owner shall be promptly notified. If, as a result of investigating the complaint, the Association concludes that one or more unapproved deviations were made, then sanctions as stated in b) above may be imposed upon the Owner.

### **4) DEPOSIT AND INSURANCE REQUIREMENTS**

- a) **\$10,000.00** is to be held as a deposit in favor of the Association against possible damages as a result of this construction project and to cover Association costs. Damages and costs shall include such items as damage to lot, damage to adjacent properties, damage to common elements or additional sums that the Association may become legally liable to pay as a result of this project, including ARC fees, architectural consulting, construction management, and legal fees incurred as a result proposed construction or of any complaint that the construction violates the Governing Documents or any other provisions that the Association is obligated to enforce. The deposit shall be held during the entire period of construction, including any extensions, and for up to a period of two years (at the discretion of the ARC) following the completion of such construction.
- b) Certificates of insurance for any owner, architect, project manager, general contractor (or for owner, if the owner is an owner/builder) with the following coverage's must be filed in the Management Office by or on behalf of the Owner prior to the start of any construction. The general contractor will be responsible for maintaining insurance certificates for all subcontractors and they shall be available to HLR Management upon request.
- c) Contractors and Subcontractors Insurance Requirements

Prior to the commencement of any work, owner, architect, project manager, contractor (or for owner, if the owner is an owner/builder) and all sub contractors, at its own expense, shall procure, carry and maintain insurance from an insurance company or companies

lawfully authorized to do business in the State of Hawaii and acceptable to the owner as will protect against claims for bodily injury or death and property damage which may arise out of operations and completed operations under this agreement whether such operations be by the owner, architect, project manager, contractor (or for owner, if the owner is an owner/builder) and all sub contractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include but not be limited to, the minimum coverage or limits of liability specified hereunder or required by law.

#### **d) Coverage and Limits of Liability**

The owner, architect, project manager, contractor (or for owner, if the owner is an owner/builder) and all sub contractors shall maintain in force and effect during the period of the agreement the following insurance coverage written by carriers with at least an A- VII financial

rating according to the current edition of Best's Key Rating Guide with minimum limits of liability as follows:

Commercial General Liability  
General Aggregate \$2,000,000  
Products and Completed Operations Aggregate \$2,000,000  
Personal and Advertising Injury \$1,000,000  
Each Occurrence \$1,000,000  
Damage to Premise rented to insured \$100,000  
Medical Expense Limit \$5,000

If the owner/builder is substantially performing a remodel or work themselves with a scope of less than \$25,000 aggregate, then Board may approve an exemption from the above insurance liability limits.

The Commercial General Liability insurance required shall include without limitation at least coverage for bodily injury and property damage, premises and operations, contractual liability, independent contractors, products and completed operations including explosion, collapse and underground hazards and construction defects if applicable, personal and advertising injury, damage to premises rented to the insured and medical expense. The commercial general liability shall be written on an occurrence basis and the coverage shall provide for defense expense in addition to the limits of liability. The general liability policy shall be endorsed to provide primary and non-contributory coverage to the owner and any additional insured's and to provide coverage on a per project general aggregate basis. The additional insured endorsements shall be on form CG 2010 10 04 and CG 2037 10 04 or their equivalent. The policy shall contain a waiver of subrogation in favor of the additional insured. Policy shall also be endorsed to include the revised definition of occurrence.

Business Automobile Liability  
Bodily Injury Each Person \$1,000,000  
Bodily Injury Each Accident \$1,000,000  
Property Damage Each Accident \$1,000,000  
or  
Combined Single Limit of Liability \$1,000,000

The business auto policy shall include coverage for all owned, leased, hired and non-owned automobiles.

Workers' Compensation Statutory  
Employers Liability  
Bodily Injury by Accident \$1,000,000 Each Accident  
Bodily Injury by Disease \$1,000,000 Policy Limit  
Bodily Injury by Disease \$1,000,000 Each Employee

The workers' compensation shall be endorsed to provide a waiver of subrogation in favor of the additional insured.

Umbrella Liability \$1,000,000 Each Occurrence  
\$1,000,000 Aggregate

The umbrella liability shall be at least following form excess over the commercial general liability, business auto liability and employer's liability. The coverage shall be written on an occurrence basis and with a self-insured retention no greater than \$10,000.00. The policy shall provide defense in addition to the limits of liability.

Professional Liability

Any architect, project manager, contractor (or for owner, if the owner is an owner/builder) and all sub contractors performing any work that includes design, design/build work or services shall carry a professional liability policy. Design or design/build work includes, without limitation, work with respect to mechanical, electrical, plumbing, and structural or sprinkler systems. The limit of Liability shall be at least \$2,000,000 aggregate / \$1 million per occurrence unless otherwise agreed to in writing by the BOD.

#### Certificates of Insurance

##### Additional Insured's

The Hawaii Loa Ridge Owners Association, managing agent, the board of directors, and their respective officers, employees, now existing or that may hereafter exist shall be named as additional insured's as respects to the commercial general liability policy and assume and provide for the HLR limits and coverages as specified herein.

Certificates of Insurance acceptable to HLR as satisfactory evidence of the insurance required by this agreement, shall be furnished by the owner, architect, project manager, contractor and all subcontractors prior to the commencement of any work hereunder and thereafter upon renewal or replacement of each required policy of insurance. The contractor shall upon request of HLR provide copies of the policies and or the required endorsements to HLR. The General Contractor shall file their insurance and is responsible for maintaining all sub-contractors' certificates of insurance. \_\_\_\_\_ Initial here

The insurance requirements in regards to types or limits or acceptance of certificates of insurance by HLR shall in no way limit or relieve the contractor or subcontractors of its Responsibilities under this agreement or at law including, without limitation, contractors and subcontractors' indemnification obligations and liability in excess of the limits of the coverage required. HLR makes no representation that the minimum limits of liability specified under the terms of this agreement are adequate to protect the owner, architect, project manager, contractor or subcontractors against their undertaking of this contract. In the event contractor or subcontractors believe that the insurance coverage called for under this agreement is insufficient, contractor or subcontractors shall provide at its own expense such additional insurance as the contractor or subcontractors deem adequate and necessary. In the event contractor or subcontractors maintain higher limits or liability contractor' s and all subcontractors liability and obligation to defend, indemnify and hold harmless owner and additional insured shall not be limited to the minimum limits of liability required to be carried by the contractor or subcontractors as outlined above.

#### 5) **COMMON PROVISIONS**

- a) As provided in section 9.6.1.1 of the DCC&R's, the Owners and Architect, if any, acknowledge by their signatures below that they have received this document and the Design Guidelines and are familiar with the *Governing Documents referred to herein*.
- b) Owner further acknowledges that Owner is responsible to Association for compliance with the Governing Documents and is also responsible for compliance by Owner, Architect, Contractor, and any other person that Owner has authorized to work on Owner's behalf with respect to the Project.
- c) The Contractor acknowledges by signing below that they have received this document and the Design Guidelines and understand the consequences of deviations from the approved plans.

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OWNER

Dated

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ARCHITECT

Dated

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GENERAL CONTRACTOR

Dated