

UPDATED HOUSE RULES ARE POSTED ON THE WEBSITE

<http://www.7000hawaiikaidrive.com/tenant-portal.html>

LANDLORD WILL UPDATE FORM FROM TIME TO TIME WITH OR WITHOUT NOTICE.

IT IS TENANT'S RESPONSIBILITY TO CHECK HOUSE RULES FROM TIME TO TIME TO ENSURE COMPLIANCE.



### HOUSE RULES (Revised 2/16/2018)

*Supersedes all prior House Rules Revisions*

These House Rules ("House Rules") are intended to provide a fair set of guidelines to promote harmonious living and secure the comfort and safety of all Tenants (as such term is defined below) and their Guests (as such term is defined below), while maintaining a quality living environment for everyone to enjoy, free from annoyance or nuisance caused by improper or unreasonable conduct or use of the Units (as such term is defined below) and of the common areas of 7000 Hawaii Kai Drive (the "Complex," as such term is defined below). The House Rules are also there to ensure that the Complex remains a good neighbor to the larger Hawaii Kai community.

The House Rules may be amended by the Landlord (as such term is defined below) from time to time. The Landlord may delegate the authority and responsibility of enforcing the rules to the managing agent, property Manager (as such term is defined below), and/or the Resident Manager (as such term is defined below). All Tenants, Occupants (as such term is defined below) and their Guests shall be bound by these House Rules and by the standards of reasonable conduct whether covered by these House Rules or not; provided, however, that neither the Landlord nor the managing agent shall be responsible for any noncompliance or violation of said rules by the Tenants and their Guests.

### DEFINITIONS

1. The term "Residential Unit" or "Unit" shall mean and include each Residential Unit located within the Complex, unless otherwise specifically qualified herein.
2. The term "Tenant" or "Tenants" and any pronoun used in place thereof shall mean and include any Occupants of any Residential Unit or Unit in the Complex, members of any Tenant's family residing in a Residential Unit, and Occupants of any Residential Unit.

3. The term "Complex" shall mean the 7000 Hawaii Kai Drive housing complex, including all of the buildings and Units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.

4. The term "Occupant" or "Occupants" and any pronoun used in place thereof shall mean and include any Tenant of any Residential Unit or Unit in the Complex, members of any such Tenant's family residing in a Residential Unit, and tenants of any Residential Unit.

5. The term "Guest" or "Guests" shall mean and include any guest, licensee, service provider, contractor and/or invitee of an Occupant.

6. The term "Landlord" shall mean Hale Ka Lae, LLC, owner of the Complex.

7. The term "Manager" or "Management" shall mean and include Avalon Commercial LLC, its employees, agents, and representatives.

8. The term "Recreational Areas" shall mean and include the fitness studio, fitness center, club room, movie room, picnic and barbecue area, and swimming pool at the Complex.

9. The term "Resident Manager" shall mean the resident manager employed by the Landlord working on site at the Complex.

## **SECTION I - OCCUPANCY**

1. Number of Occupants - Only those persons listed on the Rental Agreement shall reside in the Unit. One (1) occupant per 200-square-feet of space in the Unit shall be permitted to reside in the Unit, according to City and County of Honolulu Department of Planning and Permitting regulations. In any event, no more than two Occupants may reside in a single bedroom. Children under the age of 18 are considered Occupants.
2. Absent Tenant – An Absent Tenant, defined as being away for longer than three (3) consecutive nights, should notify Management of his/her closed Unit. The Landlord or Management will not assume responsibility for the contents of the Unit. Name of person or persons making periodic inspections of your Unit should be turned into Management.
3. Conduct - Tenants are ultimately and legally responsible for the conduct of their Guests and the Unit Occupants at all times, ensuring that their behavior is neither disruptive nor offensive to any Occupant of the Complex nor damaging to any portion of the Complex or injurious to themselves and others. At the request of Management, All Tenants, Occupants and Guests shall adhere to these House Rules. No illegal activity shall be

conducted in or on any portion of the Complex. Tenant shall immediately remove or cause to be removed any Guest(s) whose behavior is considered offensive or otherwise in violation of these House Rules. Verbal abuse on Tenants or staff/Management will not be tolerated and is strictly prohibited. Violence to others including verbal threats and verbal assault could be cause for immediate lease termination.

4. Guests - No one shall be allowed visiting privileges for more than two (2) continuous days without notifying Management of any change in people living in his/her Unit. Tenant shall register Guests residing in the Unit in excess of two (2) days. Any long-term Guests (in excess of two (2) days) are prohibited, unless prior written approval is secured from Management. Guests staying longer than the allowable time will be charged \$15 for trash free, additionally all guests of host tenant residing in Flex Units will be charged \$25 for water/sewer and \$25 for electricity when staying past the allowable time and recurring charges for every month past the allowable time. Any costs incurred due to damages to the Complex caused by Guests will be charged against the host Tenant.
5. Unit Use – The Unit shall be used only for residential purposes. No commercial/business purposes shall be allowed.

## **SECTION II. THE UNITS**

1. Each Tenant shall, at all times, keep his/her Unit in good order and condition and observe and follow all laws, ordinances, rules, and regulations applicable to the use of the community and the Unit now or hereafter made by any governmental authority or by Management.
2. No Tenant shall strip, waste or use the apartment in unlawful, improper, or offensive ways.
3. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the walls, entries, foyers, doorways, windows, or facades of the Units in such a manner as to be in view of persons outside the Complex.
4. No shoes, flip-flops, slippers, sandals, chairs, umbrellas or other objects shall be allowed to remain in view at the front entrance of any Unit or at doorways leading to common areas (including ground floor lanais).
5. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on any lanais, entries, stairways, and hallways of the Complex. Dust, rubbish or litter shall not be swept or thrown away from any Unit into the hallways or any exterior part of the Complex.
6. If Tenants become locked out of their Unit, the following options are available:
  - a. During posted normal business hours, 8 a.m.-5 p.m., Monday through Friday (excluding holidays), Tenants may come to the main office for assistance. There is no

fee for this service, but Management cannot guarantee immediate assistance. Tenants must provide proof of identity before being allowed entry into the Unit.

- b. After normal business hours, but prior to 10 p.m., Tenants may contact the Concierge desk at 808-990-2647 to request a key assist from Management. There will be a \$50.00 fee charged for this service. Please understand that this service is provided as a convenience to Tenants and that Management may not always be available or on site to provide this service after normal business hours.
  - c. After 10 p.m., no lock-out service is provided and Tenants have the option of calling a locksmith at Tenants own cost and expense. Additionally, any damage to the Complex, Unit or locks will be at the Tenants own cost and expense. No alterations to the locks are permitted.
7. Each Unit is equipped with Packaged Terminal Air Conditioners ("PTACs"). This is a self-contained unit with all components located within the PTAC housing, including the compressor, coils, fan, etc. It is important that the PTAC is well-maintained to keep energy costs in line as well as to maintain health and safety of occupant. Clean the front filters at least monthly with water and let air dry. If you have pets or many occupants, filters should be cleaned twice per month. Dirty filters can decrease operating efficiency and increase power costs up to 20 percent. To prevent mold from accumulating in the interior hallways and corridors of the Complex, we recommend setting the temperature no lower than 70 degrees and adjusting the fan speed as necessary. Do not use the PTAC to cool multiple rooms as this will decrease the efficiency of the PTAC and lead to higher electricity costs. Landlord at its option will schedule annual PTAC maintenance. If the PTAC in your unit requires additional servicing and maintenance due to improper use, lack of cleaning or abuse, you will be charged for the additional services or repairs. Tenant is responsible for immediate reporting of problems that can't be fixed by cleaning the filters. (Please see PTAC Notice for more information).
8. Bell carts and hand trucks/dollies are available for Tenants' use. Carts shall not be left in the hallway. After using the carts, they must be immediately returned. The carts are the property of 7000 Hawaii Kai Drive and under no circumstance may they be taken beyond the outside perimeter of the Complex. If there is any damage to the carts/hand trucks/dollies, the Tenant using it shall pay for repairs. Tenants also will be responsible for paying for any damages to the walls or common facilities as a result of using the bell carts and hand trucks/dollies.
9. Tenant is responsible for caring for their respective units per the Care Manual. Each tenant is required to acknowledge that they have received a Care Manual by writing their initials on a specific numbered Care Manual.
10. Tampering or removing of smoke alarms will result in a fine, cost of reinstallation and possibly eviction. If there are issues with smoke alarms, tenants must call Management. Management will replace batteries of the smoke alarms at no charge.

11. Tenants must report deficiencies, specifically water-related or electrical-related issues immediately. Tenant may be charged for the full cost of repairs when deficiencies are discovered.

### **SECTION III. COMMON AREAS**

All common areas of the Complex shall be used only for their respective purposes as designed.

1. No Tenant shall place, store, or maintain on walkways, roadways, grounds, or other common areas any, packages, or objects of any kind or otherwise obstruct transit through such common areas.
2. Except as otherwise provided in these House Rules, eating, drinking, or smoking (including, without limitation, the use of smoke-less, vapor and electronic cigarettes) is not permitted in any common area of the Complex including, without limitation, lobbies, hallways, elevators, corridors, stairwells, waiting areas, and the parking garage.
3. No recreational activities shall be permitted in or on any portion of the Complex except in those areas expressly designated for such activities.
4. No Occupant shall strip, waste or make unlawful, improper, or offensive use of the Complex or alter or remove any furniture, furnishings, or equipment from the common areas.
5. When moving furniture or other large objects, Tenants must reserve a date and time with Management, who will schedule the use of one of the elevators at such times and in such manners that will cause the least inconvenience and disruption to others. Moving hours are from 8 a.m. through 5 p.m. seven (7) days a week.
6. Movers shall not pack or unpack containers or furniture in hallways. Packing or unpacking shall be done inside the Unit or in the ground level loading dock. The Tenant is responsible for removing packing materials from the premises. All boxes must be flattened and put in the trash room downstairs. Tenants/movers must use staging areas to flatten and dispose of boxes. Doors to the lobby must be closed as to not let out the climate-controlled air from the lobby.
7. When moving in and out of the Complex, Tenants will be charged a \$100 fee that will come out of said Tenant's deposit. Tenants may be entitled to a full refund of the \$100 fee if the Landlord, Management, and/or Resident Manager determine that:
  - No common area has sustained any damage as a result of Tenant moving in or out of the Complex;
  - Tenant's moving boxes have been broken down and placed in the cardboard bin located in the recycling room;

- Tenant has returned all carts and dollies without damage;
  - All trash related to Tenant moving in or out of the Complex has been taken off site; and
  - All of Tenant's bulky items, if any, have not been improperly disposed of at the Complex.
8. Repairs of a motor vehicle, boat, surfboard or other equipment shall not be permitted on the premises. Such repairs not permitted include changing oil or taking a part motors, as well as other repairs deemed extensive by Management.
  9. Services for common areas will be restricted until Tenant is in good standing with their rent.

#### **SECTION IV. REFUSE**

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Complex outside of the disposal facilities provided for such purpose.
2. All garbage must be wrapped or bagged (free of drips) before being placed in the trash chute.
3. No boxes of any kind shall be thrown down the trash chute. Boxes should be broken down and disposed of in the designated recycling bin on the ground floor.
4. Bulky items are not to be disposed of at any location on property. Any violation will result in a \$50 fine for the first violation. A second violation will result in a \$100 fine and a third violation will result in a \$300 fine. Tenants shall be responsible for any disposal costs incurred by Management.

#### **SECTION V. PARKING**

1. Parking in areas of the Complex not expressly designated for parking is prohibited.
2. Tenants shall use only the parking stall(s) assigned to the Tenant's Unit, as provided for in the Rental Agreement, unless otherwise authorized by Management. Tenant's found to be in violation of this rule shall be automatically assessed a \$25 fine.
3. Tenants may not trade or sub-lease parking stalls without express written consent of Management.
4. No motor vehicles shall be parked in the driveways, entrances, and exits of the Complex; provided that Tenants may park in the drop-off area fronting the main

entrance to the Complex for a period not to exceed 15 minutes for the purpose of loading and unloading.

5. Motor vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. No motor vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
6. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other motor vehicles or property and injury to other persons.
7. The parking areas shall not be used for playing or loitering.
8. Violators of the parking regulations may have their vehicles towed away at their own expense.
9. Guest parking stalls in the Complex are for the use of guests only between the hours of 7 a.m. and 2 a.m. Each Guest vehicle is permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7 a.m. and 2 a.m.
10. Guests may only park in stalls designated for visitor parking. Unregistered vehicles are not allowed to park in assigned Tenant stalls, and are subject to towing at the owner's expense if found to be in violation.
11. Tenants are responsible for informing their Guests of the parking rules.
12. No personal property shall be stored in the parking garage in other than the designated storage rooms.
13. Tenants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their vehicles. If oil or other discharge from a vehicle is within a Tenant's respective parking stall and not cleaned in a timely manner upon notification, Landlord/Management may perform the cleaning of the discharge and bill Tenant for cleaning charges incurred.
14. Tenants shall register their vehicles with Management and place registration sticker at Management's desired location.
15. Tenant should be mindful of the neighbors and minimize noise in the parking garage.
16. Use of the electronic vehicle charging stations is for resident use only. Current charges are 30 cents per kilowatt-hour and are subject to change. Vehicles may be parked in the charging station stall for a maximum of four (4) hours. Any vehicle left in the charging station stall over four (4) hours is subject to a \$3.00 per hour charge.

All charges are subject to adjustment by Management.

17. Drivers shall follow the speed limit as stated on speed limit signs throughout the property. There is a penalty for those caught not following the speed limit. The fines are as follows:
  - a. First offense: \$50 fine
  - b. Second offense: \$100 fine
  - c. Third offense: Driver will be prohibited from the parking garage and must park off-site.
18. Drivers shall exercise caution when driving at the Complex and be mindful of pedestrians at all times.
19. Drivers must stop for three seconds at all stop signs at the Complex and slow as they drive over speed bumps in the parking structure.
20. Chaining, cabling and securing motorcycles, mopeds or bikes to any common element such as a column, pipe or cinder block is strictly prohibited.
21. Parking stalls should only be used for vehicles including mopeds, motorcycles and bikes that are registered with Management. No other items may be kept or stored in a parking stall, except when approved by Management.

## **SECTION VI. ANIMALS**

1. Tenants shall register all animals by completing an Animal Application and Registration Form. Only the animals specifically identified on that form and approved by the Resident Manager are allowed on premises. A maximum of two animals are allowed per Unit. No other animals may be brought in by the Tenant or by the Tenant's Guests. No animals are allowed in the great lawn, pool area, party room, movie room, conference room or the common area deck.
2. Fraudulent actions for service animals will be subject to back pet rent, fines.etc.
3. Animals shall not be allowed to salivate on furniture, fixtures or walls, urinate nor defecate in or around any common areas of the Complex with the exception of the dog park. Owners are responsible to pick up any waste of pets and dispose of in the appropriate trash area.
4. If the Landlord so elects, Tenants may be required to register all animals with the fecal DNA identification system and shall pay for all costs of registration, which is currently set at \$36.60 per pet. If waste found belonging to an owner is found, fined per fine schedule. Failure to register your pet as required, Tenant may be assessed a

\$200 fine and rental agreement can be subject to termination.

5. With the exception of service and comfort animals, all pets are subject to pet rent.
6. Only dogs and cats under 50 lbs. when fully grown are allowed. If Management is notified that a Tenant's pet may have grown over 50 lbs., the Tenant will be required to provide an updated veterinary report, indicating the pet's current weight. The following dog breeds are not allowed: Doberman Pinscher, Great Dane, Mastiff, Rottweiler, Akita, Bullmastiff, Chow, German Shepherd, Pitt Bulls, Presa Canario, Huskies, Saint Bernard, Malamutes, and Jindo Dog.
7. Tenant shall maintain control and management of the animal(s) at all times, with animal(s) not permitted outside Tenant's unit unless restrained by a leash, cage, or other appropriate animal restraint.
8. Tenant shall comply with all governmental rules and laws as well as house rules regarding animals.
9. Tenant shall have no other animals. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Complex, except that dogs and cats. Such animals may not be kept, bred, or used therein for any commercial purpose.
10. Any and all damages to the Unit caused by the animal(s) will be the full responsibility of the Tenant and Tenant is required to return the Unit to its original condition at no cost to Landlord with all repairs done by the end of the rental term.
11. Any and all damages to the common area of the property caused by the animal(s) will be the full responsibility of the Tenant and Tenant is required to return the common area to its original condition at no cost to the Landlord, with all repairs done immediately upon notice of the damage and to the satisfaction of the Landlord. Landlord reserves the right to perform the repairs itself and bill the Tenant for all charges incurred if work is not done in a timely manner.
12. Tenant will provide adequate and regular veterinary care of animal(s), ample food and water, and will not leave animal(s) unattended for an unreasonable length of time.
13. Tenant will diligently maintain cleanliness of litter pans as well as sleeping and feeding areas. Tenant will keep the interior and exterior of the premises clear of urine and feces at all times.
14. Tenant shall maintain Unit free of fleas, ticks, mites or any other animal-related pests during occupancy.

15. Tenant will have the Unit treated for all animal-related pests by a licensed pest control company prior to the end of the rental term after all animals have been removed from the unit and carpets professionally shampooed.
16. If efforts to contact the Tenant are unsuccessful, the Landlord or the Landlord's agents may enter Tenant's Unit if there is reasonable cause to believe an emergency situation exists with respect to the animal(s) (examples of an emergency situation include abuse, abandonment, aggressive behavior or any prolonged disturbance such as excessive barking or other animal sounds,) and the Landlord is authorized to put the animal out to board with any and all costs incurred to be the sole responsibility of the Tenant.
17. Except when in transit, pets (other than service animals) shall not be allowed on any common area other than the dog park next to the parking garage and the pet spa in the parking garage. Any animal in transit through the common areas must be carried whenever practical or on a leash which keeps the pet within three feet (3') of its handler's feet. Tenant shall not tie an animal to any object outside the Unit or premises. The animals may not be in other Units.
18. Tenant shall not allow breeding or birthing of animal(s) in the Complex.
19. The Landlord may, at any time and in Landlord's sole and absolute discretion, revoke its consent by giving Tenant written thirty (30) day notice, if Landlord receives complaints from neighbors or other Tenants about the animal, or if in Landlord's sole discretion, Landlord determines that the animal has disturbed the rights, comfort, convenience, or safety of neighbors or other Tenants. Management/Landlord may evict Tenant if there are repeated complaints against that Tenant's animal.
20. Notwithstanding any provision to the contrary contained herein, service animals shall be permitted at the Complex subject to the following restrictions:
  - a. Service animals shall not be kept, bred, or used at the Complex for any commercial purpose;
  - b. Service animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
21. Any pet or service animal causing a nuisance or unreasonable disturbance to any Tenant, or that is involved in contact with any Tenant or other pet in which injury occurs, shall be permanently removed from the Complex promptly upon notice given by Management; provided, however, that any such notice given with respect to a service animal shall provide that before such animal must be removed, its owner shall have a

reasonable time to acquire a replacement service animal unless Management determines that such animal poses an imminent serious threat of physical harm to other Tenants. Any incidents of dog biting will result in immediate eviction of the animal.

22. Each owner of a pet and the Tenant of the unit in which such pet is kept, shall indemnify and hold the Landlord and its managing agent, Manager and/or Resident Manager harmless from and against any and all claims, liabilities, and damages arising out of the presence of such pet in the unit and property.
23. When in the dog park, owners must keep their dogs on leashes at all times except in designated "off-leashed" areas. Please keep in mind that dogs that are leashed may feel threatened by free-roaming dogs.

## **SECTION VII. NOISE**

1. Tenants shall exercise care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other tenants, as well as singing and talking loud. Yelling, fighting, and other disorderly conduct and similar acts will not be tolerated.
2. Tenants shall maintain quiet between 10 p.m. and 7 a.m. daily. At such times, the volume of all radios, television, stereos, and loud conversation shall be kept to a minimum.
3. Excessive dog barking to the disturbance of others is not tolerated. Management should determine if barking is a nuisance. If a Tenant is unable to resolve the excessive barking, the dog may be permanently removed from the Complex promptly upon notice given by Management; provided, however, that any such notice given with respect to a service animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement service animal unless Management determines that such animal poses an imminent serious threat of physical harm to other tenants.
4. Running in the hallways is not allowed, and Tenants must be mindful of creating loud noise when walking in common areas.

## **SECTION VIII. BUILDING MODIFICATIONS**

1. No signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Complex nor shall anything be projected out of any window or door or off any lanai, without the prior approval of Management.
2. No Tenant shall, without the prior written approval of the Management, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning

units, other equipment, or appurtenances whatsoever on the exterior of the Complex or protruding through the walls, windows, or roof of the Complex.

3. No Tenant shall decorate the entry door of his/her Unit or any common element of the Complex without the permission of the Resident Manager.
4. Any modifications to the interior to the Units must have prior written approval from the Resident Manager. Tenants wishing to make modifications to the Unit shall contact the Resident Manager for a list of approved vendors. All modifications shall be at the Tenant's sole cost and expense, and Landlord reserves the right to require the Tenant to return the Unit to the original condition upon expiration of the lease or vacating the premises. All costs to restore the Unit to original condition shall be the Tenant's responsibility.
5. All vendors/contractors need to provide certificate of liability insurance.

#### **SECTION IX. GENERAL**

1. Insurance - Landlord's insurance does not cover Tenant's belongings or damage caused by Tenant. Landlord is not responsible for any loss or damage during the term of the rental agreement. Tenant is responsible for any damages or injury caused by the Tenant, Tenant's children, Tenant's Guests and Tenant's animals. Tenant is required to secure and maintain renters insurance for the duration of the rental agreement that includes: (a) coverage of at least \$250,000 in personal liability (bodily injury and property damage) for each occurrence; (b) 7000 Hawaii Kai Drive must be listed as the location of Tenant insured; (c) Hale Ka Lae LLC, Avalon Commercial LLC are named as additional insured; and, (d) Notification that the carrier must provide 30 days' notice of cancellation, non-renewal, or material change in coverage to the Landlord. Resident must provide proof of such insurance to the Landlord upon move in/ key turnover.
2. Smoke-Free Environment: 7000 Hawaii Kai Drive is a smoke-free community and smoking of tobacco products and other smoking products, including cannabis for recreational and medicinal uses, e-cigarettes and vaping devices is prohibited on the entire property including individual units, common areas, all buildings and grounds. The designated smoking area in the courtyard is not to be used by marijuana smokers. (Please see Addendum XIII for more information).
3. Tenants, any member of the Tenants' household or Guest or other person under the Tenants' control shall not engage in illegal or criminal activity nor in any act intended to facilitate illegal or criminal activity including gang or drug-related illegal or criminal activity on or near the premises. Tenants, all members of Tenants' household and Guests, shall not engage in the manufacturing, sale or distribution of illegal drugs or be under the influence of any controlled or illegal substance at any location whether on or near the Complex or otherwise nor permit the Unit to be used for or to facilitate any illegal criminal activity.

4. No Occupant shall use or permit to be brought into or stored in the building or common areas, including, without limitation, the storage rooms and storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
5. Tenants shall observe and adhere to these House Rules and ensure that all Occupants adhere to these House Rules. Tenants are responsible at all times for the reasonable conduct and decorum of their Guests on the premises.
6. Damage to the buildings or common areas by any Tenant, Tenant's Guest, or Tenant's pet shall be the responsibility of the Tenant and such damage shall be repaired at the expense of the Tenant.
7. Surfboards and bicycles are not permitted in any Unit. All surfboards and bicycles must be registered with the Resident Manager's office and stored in designated storage areas in the parking garage.
8. Waterbeds of any nature are prohibited in the Complex.
9. Feeding of any animals on any common area is prohibited.
10. Climbing of walls, trees, fences and other common elements is prohibited.
11. Use of fireworks of any kind anywhere in, on or around the Complex site is prohibited.

#### **SECTION X. RECREATION AREAS**

1. Tenants are not allowed to use amenities until they are in good standing, which means rental payments, registration of cars, pets and persons along with clearing delinquencies or deficiencies.
2. All persons using any of the Recreational Areas are required to exercise due care to preserve the functionality and appearance of said areas. All trash and personal belongings must be removed after use of any Recreational Facility. The chairs and tables in the Club Room, Pool Deck and picnic areas should be returned to their original positions/locations to ensure a neat and orderly appearance.
3. All minors require adult supervision at all times in all common areas and amenity rooms.
4. No animals (except for service animals) are allowed in or around the swimming pool, Fitness Center, open lawn areas, grilling area and Club Room deck.

5. The swimming pool, barbeque area, and open lawn areas on the recreation deck areas or designated areas thereof may be reserved for private parties upon written request to Management. If the Tenant intends to serve or have available alcoholic beverages at such party then the Tenant must provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming Hale Ka Lae LLC, Avalon Commercial LLC and Hanwha Hawaii LLC as additional insured.
6. Recreational Areas are for the use and enjoyment of Tenants of 7000 Hawaii Kai and not for commercial use.
7. The term "Commercial Activity" is either a regular course of commercial conduct as part of a commercial enterprise, or a specific transaction or act. The commercial activity shall be determined by reference to the nature of the course of conduct or particular transaction or act, rather than by reference to its purpose. Commercial activities of any type conducted in common areas are strictly prohibited but commercial activities conducted wholly within residential units are permitted to the extent not prohibited by applicable law and only so long as there are no customers, clients and/or vendors entering the existing residential units.

#### **Pool/Spa Rules**

8. The swimming pool, barbecue areas, lawn area, and recreation deck area may be used between the hours of 6 a.m. and 10 p.m. daily. Personal barbecues are not permitted to be used by Tenants.
9. No rinsing of barbecue equipment in the bathroom sinks of the pool/spa area.
10. Warning: no lifeguard on duty anyone under the age of 16 must be accompanied by adult supervision.
11. The pool and spa area is for exclusive use of residents and no more than five (5) invited guests.
12. Please shower before entering pool or spa. Persons who leave the pool to use the restroom must shower before re-entering.
13. Management is not responsible for accidents and injuries.
14. Appropriate swimwear required, including swim suits, board shorts, and rash/sun guards. Cut-offs and street clothes are not permitted in the pool or hot-tub.
15. Infants and toddlers are required to wear swim diapers and swim shorts.

16. Any person having an infectious or communicable disease shall be excluded from using the pool.
17. Persons with open blisters, cuts, etc. are warned that these are likely to become infected and are advised not to use the pool or spa.
18. The pool or spa will immediately close in the event of any accidental pool or spa contamination and will not re-open until proper water quality standard is restored.
19. No spitting, spouting water, urinating, blowing the nose, etc. in the pool or spa.
20. No running/horseplaying on pool deck.
21. No glass of any kind is allowed in the pool area. \$50 fine will be given in any occurrence.
22. Report any unsafe conditions or violations to Management immediately.
23. No diving or jumping in pool or spa.
24. Elderly persons, pregnant women, infants and those with heart disease, high or low blood pressure or other health conditions requiring medical care should consult a physician before entering the spa.
25. Persons under the influence of alcohol, tranquilizers, or other drugs that cause drowsiness, or raise or lower blood pressure should not use the spa. Long exposure may result in nausea, dizziness, and fainting. Please do not exceed a 15 minute stay.
26. Use Caution when using the pool and spa area alone.
27. Scuba equipment, inflatable mats and inner tubes, boogie boards, and other inflatable items are not permitted in the pool or hot-tub area, with the following exceptions:
  - Goggles and masks are acceptable
  - Children may wear personal floatation devices.
  - Floatable devices are allowed by medical waiver, w/doctor's certificate on file w/mgt.
28. Spa temperature is 102° F.
29. Maximum spa capacity is 8 persons.

## **Fitness Center Rules**

30. The Fitness Center hours are 5 a.m. – Midnight.
31. The Fitness Center is for the exclusive use and enjoyment of Tenants and their Guests.
32. Use of this fitness facility and exercise equipment is at your own risk.
33. Tenants and Guests may get information on the proper use of fitness center equipment through the 7000 Hawaii Kai Management Office.
34. Please wear appropriate exercise attire and covered shoes.
35. Please use a workout towel while exercising.
36. Please wipe down equipment after each use.
37. Personal earphones must be used with electronic devices while using the fitness facility.
38. For health and safety reasons, no one under the age of 18 is permitted unless accompanied by a parent or legal guardian, or someone 18 or older who is authorized by parent or legal guardian to supervise said person.
39. Please report any equipment problems to the Management Office or Security Desk.
40. Loitering, smoking and alcoholic beverages are not permitted in the Fitness Center.
41. Management reserves the right to close facilities, or restrict access for cleaning, repair, maintenance, community functions and other related activities.
42. In case of emergency, call 911.
43. Intoxicated persons are not permitted to use the swimming pool, Health Club /Spa, barbecue areas, open lawn areas or any other portions of the recreational deck.
44. Bathers must dry themselves before leaving the swimming pool area.
45. Anyone violating these rules may be asked by Management or a security officer for the Complex to leave the area.

## **Club Room Rules**

46. The Club Room will be available for reserved functions only, available from 8 a.m. to 10:00 p.m. No extra tables or chairs will be added in the Club Room without the prior approval of Management. Reservations for use of the Club room are to be made the Management office. Use of the Club Room is subject to a cleaning fee.
47. Club room furniture is not allowed to be placed outside of the room.
48. The maximum capacity for the Club room is 40 persons.
49. Reservations are on a first come, first serve basis. Reservations for use are limited to ninety (90) days in advance.
50. A maximum time of four (4) hours is allowed for reservations between the hours of 8:00 a.m. to 10:00 p.m. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 10:00 p.m. With the prior approval of Management, Tenant may be permitted to extend a function beyond four (4) hours (but not beyond 10:00 p.m.) if no other reservation has been made.
51. It is the responsibility and obligation of the host Tenant to leave the premises in a clean and undamaged condition. This means that floors are swept, and stains and spills are cleaned up. Counters, sink, stovetop, oven and microwave are cleaned. All items in the refrigerator/freezer are to be removed. Chairs and tables are to be cleaned and neatly arranged. Trash is to be removed from the room, as well as all decorations. No trash is to be left outside of the trash bins. All doors must be locked.
52. A cleaning/damage deposit of \$100 in the form of a check is required for reservations. In addition, a liquor liability insurance certificate may be required if alcohol is to be served. If cleaning or damage costs exceed \$100, Tenant shall be responsible for any additional coverage.
53. Noise levels are to be kept low so that they are respectful of others. Host Tenants are responsible for supervision and conduct of all Guests. Landlord/Management are not responsible for the sobriety of persons attending or departing any function(s) held in the Club Room.

## **Movie Room Rules**

54. The Movie Room will be available for reserved functions only, available from 8 a.m. to 10:00 p.m. No extra tables or chairs will be added in the Movie without the prior approval of the Resident Manager. Reservations for use of the Movie Room are to be made the management office. Use of the Movie Room is subject to a cleaning fee.

55. The maximum capacity for the Movie Room is 20 persons.
56. Reservations are on a first come, first serve basis. Reservations for use are limited to ninety (90) days in advance.
57. Tenants/ Guests are not allowed to unplug/ plug in any devices to the entertainment system without Management's approval.
58. A maximum time of four (4) hours is allowed for reservations between the hours of 8 a.m. to 10 p.m. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 10 p.m. With the prior approval of Management, tenant may be permitted to extend a function beyond four (4) hours (but not beyond 10 p.m.) if no other reservation has been made.
59. It is the responsibility and obligation of the host Tenant to leave the premises in a clean and undamaged condition.
60. A cleaning/damage deposit of \$100 may be required for reservations. In addition, a liquor liability insurance certificate may be required if alcohol is to be served. If cleaning or damage costs exceed \$100, Tenant shall be responsible for any additional overage.
61. Noise levels are to be kept low so that they are respectful of others.
62. Management reserves the right to terminate the function at any time due to non-compliance with the above rules and regulations or non-compliance with the House Rules.

## **SECTION XI. ACCESS CONTROL**

The Complex is equipped with an electronic access control system. Each key fob is programmed to a Tenant and whenever used to gain access, each entry is recorded and promptly displayed on a monitor in the management office. In order for this system to properly contribute to the overall security of the Complex, Management must exercise reasonable control over the distribution of these key fobs and access cards. Please observe the following:

1. Tenants shall limit the instances in which key fobs are used by individuals that are not Tenants. Tenants are responsible for any inappropriate use.
2. Tenants shall immediately report any lost or misplaced keys or key fobs to minimize the risk of unauthorized use.
3. The replacement costs for lost keys are as follows:

- a. Garage fob: \$100
- b. Building fob: \$100
- c. Unit keys: \$25
- d. Mailbox keys: \$50

## **SECTION XI. FINES**

1. The violation of any of these House Rules by a Tenant, Occupant and/or Guest shall give the Landlord, Management and/or the Resident Manager the right to levy a monetary fine against the Tenant for each violation of these House Rules. The Landlord, Management and/or the Resident Manager will make all determinations regarding what constitutes a violation of these House Rules.
2. The fine for any violation of these House Rules shall be as follows:
  - a. First Offense - written citation to the offending Tenant, with a copy of said written citation being sent to the Tenant.
  - b. Second offense - written citation and \$50.00 fine per violation, which will be assessed against the Tenant.
  - c. Third offense – written citation and notice sent via Regular Mail and Certified Mail (Return Receipt) that Tenant's Rental agreement will be terminated due to failure to correct citation and/or observe the House Rules.
3. The Landlord, Management and/or the Resident Manager are authorized to terminate a Tenant's rental agreement without reoccurring offenses if the severity of the violation warrants termination to maintain a safe, clean, and cooperative environment for all Tenants, Occupants and Guests in the Complex.

## **SECTION XII. AMENDMENT OF HOUSE RULES**

1. These House Rules, the Landlord and its managing agent and Manager reserves the right to make such other rules or to amend these House Rules from time to time by action of the Landlord as it deems appropriate to promote the safety, care, and cleanliness of the Complex and to ensure the comfort and convenience of all Tenants, Occupants and Guests, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Complex and/or its management or operation. Any such amendment to the House Rules, including any addendums to these House Rules, shall be posted on the Complex website, located at <http://www.7000hawaiiikaidrive.com>.