

HOUSE RULES
OF THE
ASSOCIATION OF APARTMENT OWNERS (AOAO) PUNAHOU GARDENS

These Rules and Regulations supplement, but do not change, the obligations of the owners of apartments in the Punahou Gardens Apartments Condominium Project (hereinafter referred to as the project), and all occupants, tenants and guests, as set forth in the Declaration of Condominium Property Regime of the Project (the Declaration) and the Bylaws of the Association of Apartment Owners of the Project (the Bylaws). In the event of any inconsistency, the Declaration and the Bylaws will prevail.

The Board of Directors (the Board) of the Association of Apartment Owners (AOAO) of the Project (the Association) shall be responsible for enforcing these House Rules, but such responsibility may be delegated to a managing agent and/or On-Site Manager. All apartment owners and other occupants, tenants, and guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these Rules and Regulations or not, and encouraged to recommend changes or request an exception from the Board.

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DEFINITIONS

<u>Board:</u>	The Board of Directors of the Association of Apartment Owners of Punahou Gardens.
<u>Common Elements:</u>	Defined in the Declaration and includes, among other things, the land, yards, landscaping, grounds, swimming pool, parking areas, the structure of the buildings, the elevators, hallways, stairwells, lobbies, and all common utility facilities.
<u>Governing Documents:</u>	The Association's Declaration of Submission of Sublease to Horizontal Property Regime, the Bylaws, and these House Rules.
<u>Guest:</u>	A person, other than an owner or occupant, who is present on the premises pursuant to the invitation of an owner or occupant.
<u>Lessee:</u>	A person residing in an apartment pursuant to the terms of a written lease with an owner.
<u>Managing Agent:</u>	The corporation employed by the Board to manage and operate the project.
<u>Occupant:</u>	A person lawfully occupying an apartment for a period of time, whether otherwise defined as an owner, lessee, or tenant.
<u>Owner:</u>	The person, persons, firm, corporation, partnership, or other legal entity holding legal title to an apartment, and the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances. One or more of the above definitions may apply to one person.
<u>Premises:</u>	The entire Punahou Gardens Apartment Condominium Project, consisting of apartments, common elements and limited common elements.
<u>Resident:</u>	See Occupant.
<u>On-Site Manager:</u>	The person employed by the Board to manage the day-to-day operations on the premises.
<u>Service Vehicle:</u>	A vehicle used by a person engaged by an owner, resident, the Board, the Managing Agent or the On-Site Manager to perform services or repair in or about the premises.
<u>Tenant:</u>	A person residing in an apartment pursuant to the terms of a lease or other arrangement with the owner of such apartment.
<u>Vehicle:</u>	Automobiles, trucks, in the half-ton and under class, vans, motorcycles, mopeds, and other similar motorized transportation devices.

ARTICLE I

ENFORCEMENT

1. **Authority.** Compliance with the House Rules is required by Chapters 514A and 514B, Hawaii Revised Statutes, and the governing documents.
2. **Distribution of House Rules.** The AOA, through the managing agent, shall provide each owner a copy of the House Rules. Owners should provide a copy of the House Rules to their agents and/or tenants and shall be ultimately responsible for their lessees' and tenants' knowledge and compliance with the House Rules.
3. **Enforcement.** The On-Site Manager and Managing Agent are authorized to take action as may be necessary to prevent violations of the House Rules, or cause any violation to be corrected whenever possible. All violations of the House Rules shall be reported in writing to the Board and Managing Agent and all costs including but not limited to attorneys' fees associated to enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach or violation shall be borne by the owner.
4. **Non-Liability.** The Association, Board, On-Site Manager and/or the Managing Agent shall not be liable to any owner, tenant, guest and occupant, or other person for any violation or enforcement of the House Rules.

ARTICLE II

GENERAL

1. **Use of Apartments.** The apartments in the Project shall be used only as private residential dwellings and not for commercial purposes. The maximum number of persons residing in a studio apartment (Efficiency Dwelling Unit) shall not exceed two persons. Families with children under the age of 18 may apply to the Board for reasonable exemptions from the two-person occupancy rule.
2. **Registration.** All occupants and guests remaining on the premises more than three days must register with the On-Site Manager. Registration shall consist of completing a registration form containing such required information as the Board may from time to time specify. Owners shall ensure registration of their tenants, and guests as required by this section.
3. **Occupants and Guests.** All occupants and guests shall comply with all provisions of State and City laws and ordinances, and the governing documents, and House Rules of the Project. Guests may be invited onto the premises only by the owner or occupant and not by another guest or non-occupant. Any guest found on the common elements shall be presumed to be there with the full knowledge and consent of the owner or occupant. Owners and occupants shall be responsible for ensuring that all rules are obeyed. Owners are financially responsible for any damages or destruction caused by themselves, occupants, their family members, guests, their lessees, and their renters.
4. **Nuisance and Noise.** No person on the premises shall make or cause to be made any noise, harassment or engage in any loud or offensive conduct, which shall disturb or annoy any occupant, guest or employee of the Association. At no time shall the volume of conversation or amplified sound be loud enough to deprive others of their right to quiet enjoyment of their apartments.
 - (A) No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the Bylaws or these House Rules, which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments or the common elements by other owners or occupants.
 - (B) Residents and other occupants of the apartments shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartment.

Radios, TVs, stereos, computer games, home entertainment centers, musical instruments, etc., in the apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m.

Construction hours are 8:00 am – 6:00 pm Monday through Saturday. No construction is permitted on Sunday, State or Federal Holidays, unless there is an emergency, such as a leak.
5. **Complaints.** If nuisance or noise deprives an occupant's enjoyment of his or her apartment, then contact the On-Site Manager by phone or in person at the time the incident occurs. If the On-Site Manager is unavailable, contact the managing agent. If you suspect illegal activities, call the Police or the appropriate State or City agency.

6. **Owners' Responsibility.** Owners shall be responsible for ensuring compliance by their lessees, tenants, family members, and guests with the House Rules, State and City laws and ordinances, and the governing documents. Owners shall be liable for their own fines and for fines assessed against their tenants and their own and their tenants' guests, family members, agents, or employees.

7. **Moving and Deliveries.**
 - (A) The On-Site Manager shall not accept delivery of any packages or mail, especially registered or certified. The Association, Board, Managing Agent and/or On-Site Manager shall not be liable for loss of or damage to any parcel(s) accepted on behalf of a friend or for any parcel(s) left anywhere in the common elements with or without the consent of the On-Site Manager.

 - (B) Delivery person shall be directed to use the rear entrance of the building and may use the loading zone while on the premises. For further information regarding parking of service vehicles refer to Article VII, Section 4.

 - (C) The moving of furniture, personal effects and bulky items shall be made through the rear entrances, between the hours of 8:00 a.m. and 6:00 p.m., Monday through Saturday, and with prior approval by the On-Site Manager. Residents must arrange with the On-Site Manager for the use of the elevator at least 24 hours in advance.

8. **Solicitation.** Solicitation of goods or services or religious or political causes shall not be permitted on the premises, with the exception of the solicitation of proxies or distribution of materials relating to Association matters.

9. **Enterphone Security System.** The building entrances are locked 24 hours a day. The occupant may dial "9" from his or her telephone in the apartment to allow a visitor entry to the building. To enhance security and protection for building occupants, residents should:
 - (A) NOT ADMIT A PERSON INTO THE BUILDING UNLESS YOU KNOW HIM/HER TO BE A RESIDENT NO MATTER WHAT THE REASON MAY BE. YOU MAY BE ADMITTING A CRIMINAL OR SOLICITOR;

 - (B) ADMIT ONLY A POLICE OFFICER OR FIREMAN IN UNIFORM. IF AFTER OFFICE HOURS SUGGEST A CALL TO THE ON-SITE MANAGER BY USING THE ENTERPHONE;

 - (C) SUGGEST TO OTHERS THAT THE PRIMARY USE OF THE ENTERPHONE IS TO CALL THE APARTMENT OR RESIDENT BEING VISITED. IF THE APARTMENT NUMBER IS UNKNOWN, SUGGEST A CALL FROM AN OUTSIDE TELEPHONE.

 - (D) NEVER GIVE A RESIDENT'S NAME OR APARTMENT NUMBER TO A STRANGER.

 - (E) REPORT ANY TRESPASSER OR SOLICITOR IMMEDIATELY TO THE ON-SITE MANAGER AT 949-3362.

(F) PROCESS SERVERS MUST REPORT TO THE ON-SITE MANAGER AND PROVIDE IDENTIFICATION AND COPIES OF THE DOCUMENTS TO BE SERVED PRIOR TO ENTERING ANY BUILDING.

10. **Security Key.** Security keys (FOBS) are issued under strict controls. Owners or their agents should establish procedures to ensure security keys are returned by departing tenants. Notify the On-Site Manager's Office if a security key has not been returned. Additional security keys can only be purchased by owner/managing agent of the unit and are nonrefundable. No more than three active FOBS per apartment are allowed.
11. **Keys to Apartments.** Each owner and tenant shall be responsible for the keys to locked entrances to his or her apartment. If an emergency arises requiring a forcible entry into the apartment, the owner or tenant of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by the forcible entry.
12. **Authority for Access.** The On-Site Manager shall not be required to allow access to an apartment to any person not a resident of such apartment. Occupants are encouraged to provide the On-Site Manager with prior written consent and information regarding the persons allowed to enter.
13. **Vacation Notification.** Residents are encouraged for security reasons, to advise the On-Site Manager of absences from the apartment for more than three days and to provide appropriate names, addresses and telephone numbers of persons to be contacted in case of an emergency.
14. **Prohibited Activities.** Nothing shall be allowed, done or kept in any apartment or common or limited common element which would overload or impair the floor, 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 engaged in or on the premises. Absolutely nothing shall be thrown or emptied by any person out of the windows, lanais, balconies, or doors into, or onto the common or limited common elements. An immediate fine may be imposed for each instance of throwing objects from upper floors and the Association may seek the eviction of the persons responsible if they are tenants.
15. **Prohibited Furnishings and Appliances.** No machinery, washing machines, portable and window air conditioning units, waterbeds, vibrating chairs, or illumination (other than electric lights), are allowed on the lanais, through windows or walls, or anywhere on the exterior of the buildings.
16. **Combustible Substances.** No hazardous materials such as gasoline, kerosene, naphtha, benzene or any other combustibles or explosives hazardous to persons or property shall be brought into, stored, or used in the building. Fireworks are not permitted on premises. An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.
17. **Barbecues.** Barbecues, hibachis, kamados, electric charbecues and other types of cooking devices shall not be used on the premises.
18. **Animals.**
 - (A) Assistance animals are permitted at Punahou Gardens, provided that (a) all animals are registered with the Association, (b) all animal owners comply with these House Rules, (c) tenants provide their landlord's written authorization to keep an animal in their apartment

before bringing the animal to the project, and (d) no animal that is dangerous or prohibited by the Hawaii Department of Agriculture shall be kept at the project.

(B) All animal owners, prior to bringing an animal to their apartments, must register the animal with the Managing Agent. All animals must, if required by law, be licensed and have identification tags. The Managing Agent may ask for confirmation from a veterinarian that the animal has all the required immunizations and has been spayed or neutered.

(C) No animal shall be kept, bred, or used in any apartment for any commercial purpose.

(D) Animals shall be confined to the interior of the apartment and shall not be left outside unattended.

(E) No animal shall be allowed on any common elements except in transit. While in transit through the common areas, all animals must be on a short leash, in a case, or carried by someone who can control the animal. Any damage caused by the animals to the common or limited common areas shall be the responsibility and liability of the animal owner and the corresponding owner of the apartment.

(F) Animals are not permitted to defecate or urinate on the common elements. If an "accident" happens, animal owners are responsible for the immediate and proper disposal of waste matter from the common elements. Animal owners shall promptly dispose of all animal waste from their apartments so that it does not become a nuisance to other residents. Owners who do not comply with these rules will be fined through the normal violation/enforcement procedures and will be charged for any repair/replacement damages incurred to the common elements.

(G) All animal owners must comply with all laws and regulations prohibiting animal nuisances, including but not limited to unreasonable noise (continuous for 10 minutes or intermittent for half an hour).

(H) No visiting animals shall be allowed on the premises except for assistance animals required by a disabled person visiting a resident of the project.

(I) Any animal causing a nuisance or unreasonable disturbance to any other occupant of the project may be permanently removed therefrom promptly upon notice given by the Managing Agent, acting on behalf of the Board of Directors.

(J) The Board will exempt assistance animals from some rules *only* as required by the federal Fair Housing Act (and its State counterpart, Hawaii Revised Statutes Chapter 515). *The law does not require, however, that we tolerate animals that constitute a nuisance or cause a direct threat to the health or safety of other residents of the project.* Should the Board determine that an assistance animal is a nuisance or a direct threat to other residents or their property, the animal owner will be given an opportunity to correct the problem. *The animal must be removed if its owner is unable to correct the problem.*

19. **Building Water Shut Off.** Water shut off for plumbing repairs shall be requested through the On-Site Manager no less than 3-days prior to the shut off. During the water shut off, the laundry will not be in operation. The day of the water shut-off, all plumbing work must be checked in no later than 9:00AM with the On-Site Manager or a rescheduling of the water shut off may be necessary.

In case of an emergency water shut-off, the owners will be liable and responsible for any damages, including the plumbing charges or costs to the common and limited common elements.

20. **Association Disclaimer of Liability.** The Association, the Board and all agents and employees thereof shall not be liable in any manner whatsoever for the loss of or damage to any personal property, or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in an apartment or the common or limited common elements.
21. **No Littering on Property.** There shall be no littering or dumping on the property onto the common or limited common elements.
22. **No feeding animals or pests on property.** This includes but is not limited to birds, dogs, cats, and rodents. Any action (feeding, watering, bad sanitation, etc.) that causes animals or insects to be attracted to the common or limited common elements is prohibited.
23. **Alcoholic Beverages.** Consumption or open containers of alcoholic beverages in common areas is prohibited.

ARTICLE III

BUILDING / APARTMENT APPEARANCE AND MAINTENANCE

1. **Exterior Surfaces.**
 - (A) No alterations or changes of any nature shall be made to the common or limited common elements, nor shall any awnings, shades, screens, Venetian blinds, window guards, antennas, or other objects be attached to or hung from the exterior of the buildings or lanais or protruding through the walls, windows, or roofs, thereof, except such as shall have been approved in writing by the Board, nor shall anything be displayed or projected from any windows, or doorways of the building without similar approval.
 - (B) Nothing shall be hung on lanais, or on or from lanai or balcony railings for any purpose whatsoever, nor may anything be hung in windows, or doorways in such a manner as to be viewed from outside the building.
 - (C) Note that the governing documents also require the approval of a percentage of owners for certain alterations (see Section 10 of the Declaration and Article VI, Section 4(a) of the Bylaws). *Please contact the Board (via the On-Site Manager or Managing Agent) if you have any questions regarding a proposed modification.*
2. **Draperies.** All drapes, as viewed from the exterior of the building, must be opaque and solid white or solid off-white in color, must be maintained in good condition free of any tears, and be hung vertically in order to present a uniform appearance. Window louvers shall be secured and operational.
3. **Apartment Front Doors.** Apartment wooden front door and lanai louvers must be horizontally aligned, secured, and have matching color in order to present a uniform appearance of the building. Nothing should be hung or displayed from the apartment front doors as seen from the exterior.

4. **Tinting of Glass.** Application of reflective material to, or tinting of any kind on glass as seen from the exterior of the building, whether in windows or doors, is prohibited except for the first floor apartments for extra privacy. See On-Site Manager for the acceptable application and specifications.
5. **Nameplates.** Nameplates, initials and other paraphernalia shall be placed only where and in a form approved by the Board.
6. **Lanais.** Articles of furniture or appliances not usually considered normal lanai furniture, such as refrigerators, tall shelving, screens and other unsightly articles are not permitted on lanais. Only outdoor furniture and potted plants appropriate to lanais may be used thereon. Carpet, floor matting or coverings are prohibited on lanai decks as they can deteriorate the metal rebar and concrete. Each owner shall be responsible for the care and maintenance of his or her lanai.
7. **Dusting and Sweeping.** Garments, rugs, mops, or other objects shall be dusted or shaken only in the trash chutes, not from windows and lanais, or in stairways or corridors of the buildings. Dust, rubbish, or other litter shall not be swept or thrown from any apartment or any area of the building into or onto the common or limited common elements.
8. **Apartment Maintenance.** The repair and maintenance of apartment interiors is the responsibility of the apartment owner. No Association agent or employee shall be asked to repair or maintain any apartment except to resolve an emergency, which threatens person or property. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment. Any such damage resulting from misuse of any toilets, sinks or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the person(s) responsible cannot be identified, in which event the cost of repair shall be borne by all apartment owners as a common expense.

ARTICLE IV

COMMON AND LIMITED COMMON ELEMENTS

1. **Reservation.** The common elements may not be reserved for individual or group activities.
2. **Obstruction of Ingress and Egress.** The driveways, vehicle lanes, sidewalks, passageways, lobbies, entrances, elevators, stairs, and common corridors are for ingress and egress only and shall not be obstructed, loitered in or used for play. Nothing whatsoever shall be placed in these areas. Items may be removed and disposed of, or otherwise handled by management at owner's expense, in accordance with law. Shopping carts are prohibited on premises.
3. **Elevators.** Bicycles, surfboards, motorized vehicles, and items which are 7' or more in height, except wheelchairs and other such devices, are not permitted in the elevators. No drinking, eating, smoking, or wearing of dripping wet bathing suits is allowed in the elevator.
4. **Association Property.** Furniture, furnishings, equipment and other Association property located in the common and limited common elements shall not be altered or removed from its location without prior approval of the Board.

5. **Signs.** No signs, including those for sale and rent of property shall be displayed anywhere on the premises, except as provided in paragraph 6, below.
6. **Bulletin Boards:** The On-Site Manager must approve all notices posted on the bulletin board. The notices must be dated, not offensive to other persons, and should not be larger than 3" x 5" (unless approved by the On-Site Manager). Notices may be posted for a two-week period or less, unless extended by the On-Site Manager.
7. **Fire Equipment.** Tampering with fire alarms, extinguishers, hoses, and other fire safety equipment is a criminal offense for which the Board will recommend prosecution. An immediate fine may be imposed for each instance of tampering with fire equipment and the Association may seek the eviction of the persons responsible if they are tenants.
8. **Laundry Facilities.** Common laundry facilities are provided on the premises for the convenience and use of residents only. The facility is open from 7:30 a.m. to 10:00 p.m. Laundry left in the machines after the cycle is completed may be removed in order that others may use the equipment. Only two washers and two dryers usage at any one time per apartment. The Association is not responsible for theft or damage to articles washed, dried or left in the facility.
9. **Liability of Damage.** Each owner shall be liable to the Association for all costs and expenses, including attorneys' costs and fees, incurred by or on behalf of the Association to repair, replace, or restore any damage to or destruction of the common or limited common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.
10. **Lock Boxes.** Lock Boxes are not permitted in common areas (entrance gates, etc.).

ARTICLE V

REFUSE

1. **Trash Rooms.** Trash chutes are located in rooms at each end of the corridors in Building "A". Residents in Building "A" living on floors 2 through 13 in apartments ending with digits 01, 02, 03, 04, 08, 09, and 10 are asked to use the Makai trash chutes to help prevent the overloading of the Mauka chutes, especially on weekends.
2. **Disposal of Trash.** Trash shall be discarded only in the chutes provided therefor. Trash shall be secured in plastic or vinyl trash bags before being placed in the chutes. Bottles, grease, newspapers, magazines, boxes, and large items, which will not easily fit through the chute door must be carried to the trash rooms on the first floor and placed in the refuse bins. Trash chutes may be used only **between the hours of 7:00 a.m. and 10:00 p.m. daily.**
3. **No Littering or Dumping on Property.** There shall be no littering or dumping on the property onto the common or limited common elements. Bulky and large items must be disposed (mattresses appliances, furniture, etc.) at a registered dump site and not on the property. Call the City & County for more information about its refuse centers or about the bulky item pick-up schedule. Bulky items must be taken away by the occupants or stored inside apartments until the evening before the scheduled pickup date. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled.

ARTICLE VI

MOTORCYCLES, MOPEDS, BICYCLES, SKATEBOARDS, SURFBOARDS

1. **Unauthorized Parking.** Vehicles that are not registered and authorized by the On-Site Manager to park in designated parking stalls as required by the parking rental agreement, or bicycles parked in any other location on the premises, will be considered to be parking on private property without authorization and will be removed at owner's expense.
2. **Bike Area.** Users of the Bike Area must register their bicycles with the On-Site Manager. Bicycle storage racks are provided on the premises near Building "B". Bicycles can only be parked on the bicycle storage racks and nowhere else on the common elements. Persons using the Bike Area do so at their own risk, as the Association shall not be responsible for loss due to damage or theft. Any unauthorized parking anywhere on the property will result in removal at owner's expense. Residents may keep their bicycles inside their apartments, but they cannot take their bicycles inside the elevator (see Article IV, Section 3 of these House Rules).
3. **Motorcycles & Mopeds.** Motorcycles and mopeds are not allowed in any of the buildings or on premises except for the Bike Area, and shall not be ridden or operated on the premises except during ingress and egress. Motorcycles and mopeds must sign a Rental Agreement, pay a monthly fee and can only be parked in the ASSIGNED STALLS in the Bike Area. Only one vehicle per stall. NO DOUBLE PARKING. Parking stalls will be assigned by the On-Site Manager upon availability. Any unauthorized parking anywhere on the property will result in removal at owner's expense.
4. **Skateboards, Rollerblades, Razor-Scooters, Bicycles.** These may not be used in any of buildings, or left about in the common or limited common elements, except that they may be stored in the unit. There shall be no recreational use of these items on the premises, and they can only be used for ingress and egress from the project.
5. **Surfboards.** Surfboards over 7' are not allowed in any building. A surfboard storage rack is provided next to the laundry building. Persons using this rack do so at their own risk, as the Association will not be responsible for loss due to damage or theft.

ARTICLE VII

VEHICLES AND PARKING

1. **Vehicle Operation.** The speed limit on the premises is 5 mph. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians and operate their vehicles quietly. Racing of engines and tire squealing are not permitted. Vehicle operations are for ingress and egress only.
2. **Vehicle Condition.** All vehicles on the premises shall be in operating condition and possess a current registration and safety inspection sticker as required by law. All vehicles shall be equipped with an effective muffler. If vehicle is a health and safety risk, On-Site Manager will terminate the parking stall rental agreement and the vehicle is prohibited from entering and parking on premises effective immediately.

3. **Parking Stall Rental Agreement.**

(A) Residents desiring on-premises parking stalls shall register with the On-Site Manager in order to be placed on a waiting list. When parking becomes available, the On-Site Manager shall notify the resident who will be required to sign a parking rental agreement in order to be assigned a stall.

(B) Residents shall park their vehicles only in stalls assigned by the On-Site Manager so as not to protrude beyond the confines of the parking stall or block the driveways. Nothing except vehicles described in these House Rules may be placed in parking stalls. No double parking is allowed in stalls. (THESE STALLS SHALL BE MAINTAINED IN A CLEAN CONDITION, FREE FROM ACCUMULATION OF OIL, GREASE, AND OTHER SUBSTANCES. WHEN DEEMED NECESSARY, THE ASSOCIATION RESERVES THE RIGHT TO CLEAN THE STALL AND CHARGE THE RENTER OF THE STALL A FEE FOR LABOR AND MATERIALS.)

(C) Only the residents of Punahou Gardens may rent a parking stall and only one stall per apartment is permitted. This expressly excludes rental by non-resident owners, rental agents and other persons. The On-Site Manager shall establish and maintain a waiting list and shall rent parking stalls in strict accordance with procedures and at the rate established by the Board from time to time.

4. **Loading Zone.** The Project's designated loading zone is located near the rear entrance. Residents may use this zone for not more than 20 minutes for the purpose of loading and unloading items. Delivery and service personnel may also use this stall, but only for as long as it reasonably takes to make a delivery or perform the necessary service. Parking in this zone is prohibited. **No vehicle is allowed in the loading zone from 8pm-6am.**

5. **Unauthorized Parking Use of Parking Areas.**

(A) Vehicles not registered to park in designated parking stalls as required by the parking rental agreement, or vehicles parked for more than 20 minutes in the loading zone, or in any other location on the premises, will be considered to be parking on private property without authorization. In addition, vehicles that are inoperable and/or do not have a current registration or safety inspection sticker parked in designated parking stalls or parking areas are unauthorized to park on the premises. Unauthorized parking will result in the towing of the vehicle from the premises at the expense of the vehicle owner.

(B) Parking areas may not be used for any recreation, including bicycle riding, ball playing and skateboard riding.

6. **Vehicle Repair.** Maintenance or repairs of vehicles on the premises is limited to checking and adding to fluid levels, changing batteries and flat tires.

7. **Vehicle Washing.** Vehicle washing on property is prohibited, except waterless washing. Residents should ensure that no substance is deposited on grounds or on adjacent vehicles.

8. **Penalty.** Violation of any of the rules in Article VII may result in the termination of the parking stall rental agreement and making the parking stall available to the next person on the waiting list.

ARTICLE VIII

SWIMMING POOL

1. **Pool Hours.** The pool and pool area is open from 9:00 a.m. to 9:00 p.m. daily. Entrance into the pool area is by use of the security key.
2. **Persons Allowed in Pool Area.** Only residents and a maximum of two guests per apartment may use the pool. The resident must accompany his or her guests in the pool area. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and for ensuring that all rules are obeyed. All persons using the pool do so at their own risk. In particular, a child under the age of 12 should be accompanied by an adult when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
3. **Swim Attire and Prohibited Articles.**
 - (A) Swimming is not allowed in other than proper swimming apparel. Hairpins, bobby pins, and hair rollers can clog the pool, and must be removed before swimming.
 - (B) Swim fins, diving equipment, tires, paddles, inflated mats and rafts, large toys, surfboards and items of a similar nature (except goggles, masks and safety floaters) are not permitted in the pool or enclosed pool area.
 - (C) No food, beverages, or smoking are allowed in the pool area.
4. **Conduct.**
 - (A) Jumping into the pool, running, pushing, loud or boisterous conduct, loud singing and amplified sound are not permitted.
 - (B) Standing or walking on pool furniture is not permitted. Pool furniture may not be removed from the enclosed pool area.
 - (C) No one shall interfere in any manner with any pool apparatus, or electrical or plumbing devices in the enclosed pool area.
 - (D) All non-water soluble suntan oils or lotions must be removed from body and swim attire before entering the pool.
 - (E) Pool users must shower before entering the pool and must thoroughly dry themselves before entering elevators.
 - (F) All persons shall comply with the requests of the On-Site Manager with respect to improper conduct in and about the pool area.
 - (G) Any person having an infection or communicable disease shall be excluded from the pool. Spitting, spouting of water, blowing the nose, etc., in the swimming pool is strictly prohibited.

ARTICLE IX

NON-DISCRIMINATION POLICY

Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association will require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

ASSOCIATION POLICY FOR HOUSE RULES VIOLATIONS & FINES

A. GENERAL PROVISIONS

1. All owners, residents and guests must comply with the House Rules, the Declaration of Horizontal Property Regime, the Bylaws of the Association of Apartment Owners (AOAO) Punahou Gardens, and any architectural or property improvement requirements adopted by the Board.
2. The provisions of this policy shall be applicable to all association owners, residents and property.
3. Resident(s) are either tenants or owners residing within Punahou Gardens. If residents or their guests do not adhere to the provisions of the House Rules, written citations will be issued and fines imposed pursuant to the schedule set forth in this document for repeat violations.
4. Copies of all written notices of violations and fines issued to tenants shall be provided to the appropriate owner and/or rental agent.
5. Owners and residents have the right to appeal citations and fines.

B. HOUSE RULE VIOLATIONS NOTIFICATION PROCEDURES

1. If the House Rules provide an immediate fine for the violation that occurred, then the Board, Managing Agent, or On-Site Manager shall impose a fine in the amount provided in the House Rules.
2. Any action which in the opinion of the Board creates a hazard, hardship, danger or harm to residents of the project will result in a citation and an immediate \$100.00 fine assessed against the owner. The Board of Directors reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the House Rules that may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any apartment occupant. In addition, the Board may seek the eviction of the persons responsible if they are tenants.
3. Except as otherwise provided in the House Rules and Sections B.1 and B.2 above, citations and fines shall be issued and imposed as stated below.
4. The On-Site Manager and/or Managing Agent shall provide written notification of a violation to the resident and/or owner. This first notification serves to inform the resident and owner of the infraction and the consequences if the violation continues or is repeated.

5. If the first notification is ineffective, the On-Site Manager and/or Managing Agent shall provide second written notice of the violation to the resident and owner. The second notification informs the resident and owner of the continued or repeat infraction, and of fines assessed to the owner's account for continued and repeated violations.
6. If the second or subsequent notification and fines are ineffective, or if the circumstances dictate necessary action with all legal fees to be paid by the violator and/or unit owner pursuant to Section 514B-157, Hawaii Revised Statutes.

C. RESPONSIBILITIES OF OWNERS FOR FINES

1. Owners are responsible for the actions of their guests and/or tenants at all times and for the payment of any fines levied.
2. Should expenses be incurred by the association due to violations of the House Rules by the resident, the owner of the unit shall be responsible for the payment of such expenses.
3. Unpaid fines and/or association costs shall constitute a lien against the owner's interest in such unit, which may be foreclosed upon by the association.

D. SCHEDULE OF FINES

Except as otherwise provided in Section B, above, and in the House Rules, citations and fines shall be issued and imposed as follows:

1. First Offense: A written citation to be given/sent to resident and/or owner.
2. Second Offense: A written citation to be given/sent to the owner and a \$25.00 fine assessed to the owner.
3. Third Offense: A Written citation sent to the owner and a \$50.00 fine assessed to the owner.
4. Fourth and Subsequent Offenses: A written citation sent to the owner and a \$100.00 fine assessed against the owner for each offense.
5. Citations: Each citation shall briefly describe the nature of the violation.

E. PAYMENT OF FINES AND LIABILITY.

1. The fines will be assessed to the owner's account. Unless appealed, a fine must be paid to the association within thirty days (30) of the citation and assessment of the fine.
2. If the fine is not paid within 30 days of the citation, a balance owed will be reflected in the account and late fees assessed accordingly.

3. Payments of fines can be made by check made payable to "AOAO Punahou Gardens" for the amount, or added on to the next monthly maintenance fee payment.

F. APPEAL OF VIOLATION AND FINES. The appeal process is as follows:

1. Should a resident or owner decide to appeal a violation and/or fine, he or she shall send a written letter to the Board of Directors through the Managing Agent within 15 days of the date of the citation, notification and/or fine. The appeals letter should state the circumstances or mitigating factors relating to the violation.
2. The Board of Directors shall review the appeal and respond to the violator and owner within 30 days of receipt of the appeal letter.
3. If the resident or owner disagrees with the Board's decision, he or she may request an appeals committee composed of one member of the Board of Directors and two owners of the project by written request to the Board of Directors.
4. An appeals committee will be appointed and shall convene for a hearing within 60 days of receipt of the written request.
5. The Board, through its managing agent, shall inform the resident or owner of the date and time of the hearing.
6. The hearing notice informs the resident and owner that a hearing will be held to consider his or her alleged infraction. The hearing is a fact-finding session and it is an inquiry into allegations and an investigation of them. The person who filed the appeal should attend the hearing.
7. A default hearing in the absence of the person who filed the appeal may be held if the person fails to appear.
8. After the hearing, the appeals committee shall render its decision to the Board and alleged violator and owner of the unit within 30 days after the hearing. The Board shall adopt, by special resolution, the decision of the appeals committee at the next regular meeting of the Board of Directors.

G. Miscellaneous. Nothing contained in this resolution shall be interpreted to prevent or delay the Board or the Managing Agent from enjoining, abating, removing, or remedying any violation or breach, which may impair or in any way affect the value or safety of the property or the use, enjoyment, safety or health of any unit owner.