



KEKUILANI GARDENS HOUSE RULES

The primary purpose of the House Rules is to protect you, your household and guests from annoyance and nuisance caused by the improper use of this housing project. Your compliance with the House Rules will provide maximum enjoyment of the premises and will protect the reputation and desirability of this housing project.

The House Rules may be revised by Management. A Resident Manager may be appointed to enforce these House Rules, but the Resident Manager shall not be responsible for the non-compliance or violation of any rule by any Tenant or their guests.

You, your household and guests must comply with the House Rules and are expected to conduct yourselves in a reasonable fashion while on the premises. If you do not comply with the House Rules, your Lease Agreement may be terminated.

1. Definitions:

- A. Tenant. This term shall have the same definition as in Paragraph 1C of the Lease Agreement.
- B. Management. Mark Development, Inc., the Managing Agent, will be called the Management.
- C. Premises. This term shall have the same definition as in Paragraph 1D of the Lease Agreement.
- D. Unit. This term shall mean the dwelling designated in Paragraph 2 of the Lease Agreement.
- E. Motor Vehicles. This term shall mean and include automobiles, motorcycles, motorscooters and any other vehicle powered by an engine or a motor.

2. General Provisions:

- A. Noises of any kind shall be kept at a minimum between the hours of 8 p.m. and 8 a.m.
- B. Disturbing noises are not permitted in the unit or within the premises.
- C. You will keep the volume control of all radios, TV and stereo sets, telephone bells and musical instruments at a level that will not disturb your neighbors at all times.

- D. You will properly throw away all garbage in trash containers. Any garbage that will rot or smell (including food, bottles, cans, etc.) must be securely wrapped before being thrown away. Large boxes and cartons must be cut or torn into smaller pieces before being thrown away.
- E. You will not place furniture or other large household items in trash containers or in the designated garbage collection areas. You are responsible for the disposal of all large items outside the premises. If you are unable to do so, contact Management and they will dispose of it for you for a service fee.
- F. You will keep the area around your unit clean from litter, leaves, etc.
- G. You will not install or operate any type of machinery (such as refrigerators, heaters, etc.) in the unit or on the premises without the written permission of Management.
- H. No appliance installed in the unit shall be replaced by another appliance without the prior written approval of Management.
- I. Any machinery or appliance installed with the approval of Management may be subject to additional reasonable charges for electricity, water, or other utilities.
- J. You will not bring any hazardous materials (such as flammable oil or fluid solvents, explosives, etc.) into the unit or onto the premises. No unregistered firearms are allowed on the Project site.
- K. Cooking over an open flame (including, but not limited to charcoal grills and hibachis) is not permissible on the lanais or in the common elements in the buildings.
- L. All drapes and window coverings are subject to approval by the Management. It is desirable that the sides of all draperies placed against the windows, doors, or openings facing toward the exterior of the building shall be a neutral white in color to enhance the outward appearance of the building.
- M. Dusting and sweeping.
 - (1) Garments, rugs, mops or other objects shall not be dusted or shaken from windows or lanais of the building, or cleaned by beating or sweeping on the lanais or any exterior part of the building. Dust, rubbish or litter shall not be swept or thrown from any unit or any other room of the building into any entryway or other parts of the premises.
 - (2) Further, nothing shall be thrown or emptied by occupants or their guests out of windows, doors or off lanais into any part of the building or premises.
- N. Items affecting outward appearance of building.
 - (1) Garments, rugs, mops, torches or other objects shall not be hung on or from lanai railings for any purpose whatsoever; nor shall garments, rugs or other objects be hung in doorways or windows in such a manner as to be in view of persons outside of the building.

- (2) No occupant shall erect, place or maintain any television or other antennas on the Project visible from any point outside of his/her unit.
 - (3) This rule does not preclude the display of appropriate seasonal decorations which may be put up from time to time.
 - (4) You are responsible for keeping the area immediately in front your unit swept clear of litter and debris.
- O. No waterbeds are allowed on the premises.
- P. Furniture or other items which have termites must be treated or removed.
- Q. Use of grounds, entry lanais. The grounds, walkways, entry lanais, stairways, building entrances, driveways and other similar common elements shall be used strictly for ingress to and egress from the parking and apartment areas, and must at all times be kept free of obstructions such as furniture, packages, potted plants, laundry baskets, shopping carts, bicycles, toys, etc. No trash or personal property of any type may be placed or stored in (or on) any common element.
- R. Moving of furniture. To avoid congestion, all residents must notify the Resident Manager at least 24 hours before moving large furniture or household effects into or out of the units.
- S. There shall be no personal consumption of alcoholic beverages or controlled substances in the common areas (i.e., parking lot, walkways, etc.). There is no room for dope or narcotics in a household project. Evidence of illegal use or possession of controlled substances will be considered good cause for eviction. Tenants should remember that they are responsible for their household members and all guests.
- T. Intrusion into your neighbor's unit, damage to your neighbor's or the Project's property, physical abuse of your neighbor, threats, harassment and/or interference with Management will all be considered as good causes for eviction. If you violate these rules, Management can sue you for possession without giving you notice to correct.
- U. Laundry facilities.
- (1) Laundry hours are limited to the posted hours.
 - (2) The laundry facilities are provided for the convenience of all occupants. Users shall leave the equipment and area in a clean condition by wiping up any spilled water or suds, by removing all items such as soaps, detergents, bleaches, clothing, laundry baskets, etc., and by placing rubbish or trash (properly wrapped) into the trash container located in the laundry room.
 - (3) Laundry must be removed from the washer or dryer promptly upon completion of the cycle. Disregarding of this rule is an encroachment upon the rights of the other occupants.
 - (4) Any malfunctioning of laundry equipment should be promptly reported to the Resident Manager.

- V. Management or Resident Manager may keep a passkey to each residence. You will not alter any lock or install a new lock without the prior written approval of Management.
- W. You will be charged \$10.00 to replace any lost key. Tenant lockout charges apply 24 hours/day, 7 days/week IF staff is available and shall be a \$20.00 charge. All charges are placed on the Tenant's account and must be paid within 30 days by the payment method established by the Landlord. If staff is NOT available, then tenants have the option of calling a locksmith at their own cost and expense. Additionally, any damage to the premises will be at the Tenant's own cost and expense.
- X. You must notify Management of the date you intend to move out of the unit. Before you move out, Management may make a preliminary inspection of the unit. You are strongly urged to cooperate with Management regarding this preliminary inspection as it may be very beneficial to you.

3. Building Maintenance and Repair:

- A. Any alterations, installations, repairs, changes or decorations of the following common elements of the premises must be approved in writing by the Management:
 - (1) exterior surface of all buildings;
 - (2) doors;
 - (3) passageways; and
 - (4) grounds.
- B. It shall be the Management's responsibility to repair and maintain:
 - (1) the exterior surface of all buildings; and
 - (2) any damage caused by breaks in the utility lines.
- C. If you, your household or guests deliberately damage any area or building on the premises, it will be your responsibility to pay for the costs of all necessary repairs.
- D. You may submit requests for exterior maintenance and repairs to the Resident Manager. The Management will determine who should pay for the work. You may write to the Landlord if you do not agree with the Management's decision. This appeal must be made within 10 days after the date of decision.
- E. You agree not to do any of the following:
 - (1) put wallpaper in the unit;
 - (2) install an air conditioner;

- (3) make any major interior alterations; and
- (4) paint the interior of the unit a different color from the original color.

- F. You will not drill holes or drive nails into the walls of the unit for painting, fixtures, etc.
- G. You will be expected to maintain the unit (including the appliances, fixtures, etc.) in a way that does not interfere with the rights of enjoyment of the other occupants.
- H. You will maintain the carpet or other floor surfaces and keep it clean at all times.
- I. For safety reasons, you will be expected to periodically check and tighten the ceiling light fixtures in the unit. You will be responsible for seeing that the glass globes are tightly secured. Further, you may be responsible for paying the cost of all necessary repairs to any of the ceiling light fixtures, including any glass parts, in the unit.
- J. Tampering with or disabling a smoke detector is a health and safety issue for all Tenants and a material violation of this Agreement and is good cause for the Landlord to move for immediate eviction.

4. Maintenance Charges:

A. General:

- (1) Tenant is charged for labor and materials of any work/maintenance attributable to Tenant neglect or damage.
- (2) Management will cover costs for work/maintenance attributable to aging of the Project and fixtures/appliances owned by the Project.

B. Labor Charges:

(1) Labor time is charged to include:

- (a) Work preparation 15 minutes
- (b) Actual work on site varies
- (c) Cleanup 15 minutes
- (*) Total call out time = 30 minutes plus actual work time

- (2) Labor time is charged per half hour or fraction thereof no matter if less time is actually spent on the work itself.

C. Material Charges:

- (1) Actual cost of material purchased to complete the job is charged to either Tenant or Management.

- (2) Where material is purchased in bulk, pro-rated estimates are used. Gasoline, paints, solvents and other liquids are charged by actual usage.

Where purchased in bulk, material becomes a maintenance inventory item.

D. Charges to Tenant:

(1) Typical Charges.

- (a) Clogged plumbing within unit. If blockage is removed (not pushed out), maintenance personnel should report type of blockage, i.e., toys, utensils, etc.
- (b) Windows and window knobs; breakage.
- (c) Repairs to doors and cabinets; broken door knobs; other repairs except painting and fitting.
- (d) Cracked wall boards or plaster/gypsum boards walls.
- (e) Damaged ceiling except where water damage occurred due to roofing damage.
- (f) Damaged floor surfaces and stained carpets where applicable.
- (g) Damage to all door and cabinet hinges.

(2) Discretionary Tenant Charges.

(a) Appliances where attributable to:

1. Abuse or misuse.
2. Neglect (lack of cleaning and periodic maintenance).

5. Occupancy:

- A. Those persons who permanently reside in the unit will be considered regular occupants. Occupancy is restricted to families as listed on the RD 3560-8. Any person not listed on the RD 3560-8 is defined as a guest and is subject to the restrictions on guests.
- B. Guests will be permitted to stay in the unit without the prior approval of Management only if:
 - (1) the number of guests does not exceed the maximum number of persons allowed in the unit minus the number of regular occupants in the unit; and
 - (2) the guests do not stay longer than a total of 24 hours or overnight. That guest may not stay overnight more often than once every 3 months. More frequent visits require Management's permission.

- C. You must obtain the prior written approval of the Management whenever:
 - (1) the number of guests exceeds the maximum number of persons allowed in the unit minus the number of regular occupants in the unit; or
 - (2) the guests plan to stay in the unit overnight or more than 24 hours.
- D. Tenant may be permitted to have a guest(s) visit their household. However, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45-day period without consent of the Management will be counted as a household member(s).
- E. Guest(s) may not stay overnight or more than 24 hours in your unit for more than a total of 14 days in one calendar year.
- F. You are responsible for the conduct and behavior of all persons occupying your unit. Management may require you to remove anyone occupying your unit from the premises if any misconduct on their behalf disturbs or is a nuisance to the other tenants.

6. Exterior:

You agree that:

- A. You will not hang any plants, clothing, etc. on windows that will be visible from the outside.
- B. You will not hang or place signs or decorations on any window or door of your unit. Holiday decorations will be permitted if they are not attached by nails, tacks or staples.
- C. Aluminum foil or paper will not be permitted on doors or windows.
- D. You will not use the exterior area of your unit for storage.

7. Lights:

You will comply with requests of the Management to either turn down or turn off lights which affects the peace and enjoyment of other occupants or which are determined to be unnecessary and wasteful.

8. Motor Vehicles and Parking Area:

- A. You must park only within your assigned stall or area.
- B. Visitors must park in the areas designated as visitor parking. The assigned parking stalls are for use by Tenants only. You shall be responsible for directing your guests to the proper parking areas. Visitor parking must be cleared by 1:00 AM. Visitors must move their vehicles by 1:00 AM. Visitors' vehicles are subject to towing after the 1:00 AM deadline, unless previous approval is granted by Management.

- C. Motor vehicles which cannot fit entirely within a standard parking stall are not permitted on the premises.
 - D. Motor vehicles shall not be parked blocking driveways, entrances or exits, or in areas marked with red paint. You will not park your motor vehicles in any parking stalls reserved for visitors or Management.
 - E. Due caution shall be exercised in the parking areas.
 - F. While on the premises, all motor vehicles are subject to the County Traffic Code.
 - G. You will keep your motor vehicles in good condition and repair.
 - H. While on the premises, tune-up or extensive repair work on motor vehicles is not allowed.
 - I. The operation of any unreasonable loud motor vehicle is not allowed.
 - J. You will park your motor vehicles at your own risk. Management will not be responsible for theft, fire, water or other cause of damage in the parking areas.
 - K. The parking area shall not be used as a recreational area. Bicycles, scooters, skates, etc. are not allowed.
 - L. Motor vehicles shall be washed only in designated areas. The method of washing shall be by bucket and sponge or cloth and not by hose.
 - M. Illegally parked motor vehicles and motor vehicles without registration or which are inoperable will be towed away at your expense.
 - N. Failure to abide by the parking rules is reason to terminate this Lease Agreement.
 - O. The parking area shall not be used as a storage area for boats or trailers.
 - P. Do not play or loiter in the parking area.
 - Q. Vehicles improperly parked or in violation of any of the house rules will be towed at the owner's expense.
 - R. Tenants who have more than one vehicle may request Management to rent an additional parking stall if available at a cost determined by Management.
9. Recreation and Play Area:
- A. Do not remove the furniture or equipment provided by Management from the recreation area.
 - B. Do not bring any other furniture into the recreation area.

- C. Do not leave any personal items in the recreation area.
- D. Management will determine and post the hours of the recreation area.
- E. Tenants are responsible for their household members and guests behavior and compliance to the Lease Agreement and these House Rules.
- F. Only tenants of the Project and their guests may use the recreation area.
- G. Management shall request and enforce decent conduct in and around the recreation area.
- H. Swearing or other abusive language is not allowed in the recreation area.
- I. The privilege to use the recreation area may be taken away if the rules are violated.
- J. If the recreation area is damaged, all costs to repair the damage shall be paid for by the Tenant responsible for the person causing the damage.
- K. Playground hours: 7:30am to 7:00pm. No pushing, shoving, or horse playing in the play area. No spitting allowed in the play area. No water toys, balloons, etc. No ball playing (bouncing, throwing, etc.) in playground.

10. Landscaped Areas:

You agree not to:

- A. litter the landscaped areas;
- B. break or pick any of the plants or flowers;
- C. move any benches or tables from their original positions;
- D. stand on or abuse in any other way the benches and tables;
- E. tamper with or alter the equipment and fixtures;
- F. allow the landscaped areas to be damaged in any way. All damages will be paid for by the Tenant responsible for the person causing the damage.

The foregoing rules have been prepared and approved by the Owner. In case of dispute over the meaning of any terms therein, the decisions of the Owner shall prevail.

The Owner has delegated administration of the rules to its Managing Agent and, through this agent, to the Resident Manager. The Owner reserves the right to make changes to these rules as needed to provide for safety, care, and cleanliness of the premises and for securing the comfort and convenience of all occupants.

ACKNOWLEDGEMENT: Your signature on this document indicates that you have read and understood its contents and agree to abide by its conditions.

TENANT(S):

By:

Date

Date

Date

MANAGEMENT:

By: MARK DEVELOPMENT, INC.
Managing Agent

Date