

## **1054 KALO PLACE HOUSE RULES**

The purpose of these House Rules is to promote the harmonious occupancy of the condominium apartments in 1054 Kalo Place (the “Project”) and to help protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and the Project and also to help protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These House Rules may be amended by the Board of Directors of the Association of Apartment Owners of 1054 Kalo Place (the “Board of Directors”), as provided in the Bylaws of the Association of Apartment Owners of 1054 Kalo Place (the “Bylaws”). Any suggested changes should be delivered in writing to the Managing Agent for delivery to the Board of Directors.

The full authority and responsibility of enforcing these House Rules may be delegated to the Managing Agent and Association Staff by the Board of Directors. All apartment owners, occupants and their guests shall be bound by these House Rules. All apartment owners, occupants and their guests shall exercise a standard of reasonable conduct at all times whether covered by these House Rules or not.

As described in the Declaration of Condominium Property Regime of 1054 Kalo Place (the “Declaration”), the dormitory apartments in the Project are to be used for student housing. “Student housing” is defined as a dwelling for one or more persons who are full or part-time students enrolled in and attending daytime or evening classes, or who have been admitted and shall matriculate within the next four months, at an accredited post-secondary educational institution, including technical schools, community colleges, colleges or universities, located on the Island of Oahu, State of Hawaii. A “full or part-time student” is a person enrolled in the minimum number of semester hours required for full or part-time student status, as the case may be, by his or her respective educational institution, for the duration of their apartment lease. The maximum capacity for legal occupancy of the apartment may not be exceeded at any time.

### **1. OCCUPANCY AND USE OF DORMITORY APARTMENTS**

- a. **General.** A dormitory apartment and any limited common element(s) appurtenant thereto shall be occupied at all times by at least one (1) and up to eight (8) full or part-time students (“occupants”).
- b. **Condition.** Every occupant shall at all times keep such occupant’s apartment and any limited common element(s) appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association of Apartment Owners of 1054 Kalo Place (the “Association”) for the time being applicable to their use of the Project.
- c. **Occupancy Limits.** Notwithstanding anything in these House Rules to the contrary, any violation of occupancy limits imposed by any law or regulation shall also be a violation of these House Rules.

- d. **Pets.** No pets are allowed at any time in the Project. No pet may be kept, bred or maintained for any commercial purposes. Any occupant violating this policy will be subject to all cleaning and damages charges for the affected apartment. Notwithstanding any other provision herein, visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs, and certified service dogs, or other animal relied upon for assistance respectively, in their apartments. Further, nothing herein shall hinder full access to the apartments and the common elements by persons with disabilities.

Violations of this policy will result in fines of \$50 or greater and immediate removal of the pet from the property. Any damages, or cleanliness issues which are the result of an animal shall be corrected. If the owner or occupant fails to correct the damage caused by the animal, the Association may perform the work and charge the costs back to the owner of the animal.

- e. **Plumbing.** Toilets, sinks, plumbing and other water apparatus in the dormitory apartments shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or other articles shall be thrown into them. Any damage anywhere in the Project resulting from misuse of any toilets, sinks, or plumbing or other water apparatus in an apartment shall be promptly repaired and paid for by the occupant or owner of such apartment. Every occupant shall use his or her best efforts at all times to conserve water.

- f. **Hazardous Activity.** No activity shall be engaged in and no substance shall be introduced into or manufactured within any apartment, limited common element, or the common elements which might result in the violation of any law, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Nothing shall be allowed, done or kept in any apartments or common elements of the Project which would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the association. Unless the Board of Directors gives advance written consent in each and every instance, no occupant shall use any illumination other than electric lights, or use or permit to be brought into an apartment, common elements or any other area of the Project, any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or other articles deemed hazardous to life, limb or property.

In addition to the above, and without limitation to anything herein to the contrary, the following items are not permitted in any apartment for health and safety reasons: antennas extending outside the buildings; heaters, washers and dryers; dangerous chemicals; weapons/firearms, including guns, paintball, spears, bb, pellet and/or air ammunition, etc., or instruments used in a dangerous fashion; used candles, incense, oil lamps, open flame devices and potpourri pots; pets (except fish) or lab animals; illegal drugs; homemade or modified electrical wiring; waterbeds; halogen lights/lamps; firecrackers and fireworks; slingshots,

arrows, axes and machetes; nun-chuks and throwing stars; banners/posters on windows which can be seen from the exterior; automobile batteries and acids; and substances with offensive odors. Prohibited items that are found will be confiscated and stored by the Managing Agent, and neither the Managing Agent nor the Association shall be liable for the loss or damage to such items under such circumstances. Occupants may retrieve confiscated items only at the end of the semester and will be required to pay any storage fee incurred. Confiscated items that are not retrieved within one (1) week of the last day of the semester will be assumed abandoned and discarded by the Managing Agent. An immediate fine of \$250 or great may be assessed to the occupant for violations of this rule.

Tampering with fire equipment including fire extinguishers, exit signs, smoke detectors, fire sprinklers, fire alarms, fire hoses, and fire doors are not allowed. Tampering with fire equipment of any kind will result in a minimum fine of \$250. Occupants must also report to Association Management any smoke detectors that sound an alarm or beep so that Association Management may repair them immediately. Failure to do so will result in fines of \$50 to \$250 per incident. Open flames, such as burning candles, incense, hookahs, hibachis or grills are never allowed. In the event of a fire, Occupants must evacuate the buildings immediately. Once outside, report the fire immediately by phoning 911.

g. **Telephone and Cable Television.** Each occupant is responsible for subscribing to and paying for telephone and cable television services to such occupant's dormitory room or for any extension or connection of such wiring within such occupant's dormitory room.

h. **Windows and Building Exteriors.** For reasons of health and safety, windows and screens may not be removed. Apartment owners and occupants will be assessed charges for the replacement and/or repair of windows and screens. Occupants are not permitted on the buildings' rooftops, ledges or overhangs. Occupants are not permitted to climb in or out of apartment windows at any level. Posting of unapproved signs, erecting of antennas/aerials/satellite dishes, or any other objects, on the exterior of buildings is prohibited.

Jumping from the lanais or upper floor walkways or stairwells is strictly prohibited. Fines for jumping from upper floors to lower floors, the ground level, or the swimming pool and/or pool deck area will result in fines starting at \$1,000. Occupants are also responsible for their Guests' actions and will be fined accordingly.

i. **Alcohol Policy.** All occupants are expected to know and comply with all applicable State laws regarding the consumption of alcoholic beverages. Occupants and their guests who are not 21 years of age or older may not possess or consume alcoholic beverages. Occupants and their guests, who are 21 years of age or older, may possess or consume alcoholic beverages only within the privacy of their dormitory apartment. Owners and occupants will be held

responsible for the consequences of any guest under the age of 21 who consumes alcohol within their dormitory apartment.

Occupants and/or their Guests may not drink, possess alcohol, or be in any unit with alcohol present, whether it is open or closed, on the property if they are under the legal drinking age of 21. Occupants of legal drinking age may only drink in the privacy of their room and only if no persons under the age of 21 are present, and no persons under the age of 21 are registered occupants of said unit, even if not present at the time the alcohol is consumed. No drinking is ever allowed outside the rooms on the property, even if all Occupants or Guests present are of legal drinking age. No open containers of alcohol are ever allowed in the common areas of the property, even if in the possession of an Occupant or Guest who is of legal drinking age and is not consuming the alcohol at that time.

A Resident Advisor, or any other member of 1054 Kalo Place Management, may at any time request that an Occupant and/or their Guest, found drinking on property, present their photo ID showing birthdate as verification of legal age. Any Guest found refusing or unable to produce ID will be required to leave the premises immediately and their host will be cited and fined a minimum of \$50 per incident. Any Occupant refusing or unable to produce ID will be required to dispose of their alcohol, even if of legal drinking age, and will be fined for non-compliance. Fines are a minimum of \$50 per incident.

Any Occupants and/or their Guests found to be in violation of the Association's Drinking Policy will be required to dispose of said alcohol immediately in the presence of the Association's Management. Any person who violates the alcohol policy or the laws of the State of Hawaii regarding the use of alcoholic beverages may be subject to fines and/or removal from student housing, and the violation may be reported to the proper authorities. Occupants removed from Student Housing, may still be held financially responsible to compensate the unit owner for the entire value of their Housing Contract. Violations of the Association's Drinking Policy will result in fines ranging from \$50 to \$250 per incident.

- j. **Smoking**. Smoking is prohibited on all common areas of the property. There are no designated smoking areas on property where smoking of any products can take place. This includes tobacco, e-cigarettes or other electronic smoking devices, hookahs, bongs, or illegal substances. Fines of \$50 and higher per incident where a person is found smoking on the common areas of the property will be assessed for violations of the smoking policy.

In addition, as of January 1, 2016 the state of Hawaii also increased the minimum age for not only the consumption, but also the purchase, possession, and/or distribution of tobacco products and electronic smoking devices from age 18 to age 21. See SB1030HD2. This means the following: those under the age of 21 found to be in possession of or distributing tobacco products on the property will be cited and assessed fines starting at \$50 per incident.

Guests of occupants found in violation of the Association's smoking policy will result in citations and fines charged to the Occupant who is hosting said guest. Those age 21 or over found distributing tobacco products or other electronic smoking devices on property to any underage occupant or guest will be cited and assessed fines starting at \$50 per incident for violation of this policy.

- k. **Illegal Drugs.** The use, possession, or sale of illegal drugs, drug paraphernalia or controlled substances is strictly prohibited on property at all times. An exception is made only for an Occupant found with a valid prescription for a controlled substance and said Occupant is using said prescription for his/her own personal use. Violation of this policy will result in fines of \$250 or greater per incident and/or may result in removal from housing immediately with the matter referred to the proper authorities.
- l. **Guests.** Any guest on property between the hours of 1:00 AM to 7:00 AM is considered an overnight guest. Prior to their arrival, overnight guests must be registered with the Association's staff. Failure to register Overnight Guests can result in fines equal to \$100 per night for every night the Guest was on property and unregistered.

Overnight Guests are permitted most nights with the exception of several Black Out Periods during the opening and closing of Semesters. The Black Out Periods are as follows:

- No Overnight Guests are permitted during the 2 weeks prior to the first day of a semester.
- No Overnight Guests are permitted on Semester opening day.
- No Overnight Guests are permitted during the week after semester opening.
- No Overnight Guests are permitted during the 2 weeks prior to the last day of a semester.
- No Overnight Guests are permitted on the closing day of a semester
- No Overnight Guests are permitted during the week after semester closing day.

The Residential Life Manager will have a copy of the Semester Schedule for review.

Occupants are allowed no more than 1 Overnight Guest at a time and only with permission from their roommate and/or suitemates. If a roommate/suitemate objects to the presence of any Guest, overnight or daytime, even if registered, the Guest is not allowed to stay and must vacate the premises.

Overnight Guests may stay the first 2 nights for free. Any following nights are \$50 per night per Overnight Guest, even if said guest is now registered by a different occupant in the building. An Overnight Guest may stay no longer than

4 nights in a row in the building without prior approval by the Association no matter which occupant is registering them.

An Occupant may not have Overnight Guests more than 12 nights in any 4 month time period, and no guest may stay more than 12 nights in any 4 month time period no matter which occupant registers that Overnight Guest.

Overnight Guests staying with occupants in units where there are anywhere from 6-8 other occupants are not prohibited but highly discouraged due to the number of suitemates who will be inconvenienced in the space.

Exceptions to the guest policy are rare and need to be pre-approved by the Association before any Overnight Guest arrives. Otherwise, the Overnight Guest will be required to vacate immediately.

All House Rules also apply to Guests of Occupants. Occupants are responsible for their Guests' actions at all times and must accompany their guests on property at all times. Guests found violating House Rules will incur fines charged to their hosting occupant. The Association further reserves the right to remove any guest from property immediately upon violation of any House Rule.

## 2. **TEMPORARY OCCUPANCY**

- a. **Absentee Owners.** Every apartment owner shall be responsible for designating a local agent to represent such apartment owner, particularly with respect to rental, if such apartment owner's residence is outside of the State of Hawaii. In such event, an apartment owner shall file the owner's address, telephone number and that of the apartment owner's agent with the Managing Agent.
- b. **Leasing of Apartment.** Subject to the terms of the apartment deed, the Bylaws and the Declaration, every apartment owner, or such apartment owner's designated agent, shall lease or rent such apartment owner's apartment to full or part-time students, as that term is defined above and in the Declaration. The person or persons occupying the dormitory apartment shall abide by these House Rules, and the apartment owner shall assume the responsibility for the tenants' conduct. An apartment owner or such apartment owner's designated agent must notify the Managing Agent of the names and length of anticipated occupancy of any occupant. All leases must be in writing and shall be filed with the Managing Agent prior to the occupant's occupancy.
- c. **Conduct of Student Occupants.** An apartment owner, and the apartment owner's agent if applicable, shall be responsible for the conduct of his or her tenant(s) and occupant(s) of his or her dormitory apartment and shall, upon request of the Board of Directors or Managing Agent, immediately abate and remove, at such owner's expense, any structure, thing or condition that may exist with regard to the occupancy of such apartment owner's dormitory apartment by any occupant(s) contrary to the provisions hereof. If the apartment owner or

agent is unable to control the conduct of the occupant(s), such apartment owner shall, upon request of the Board of Directors or the Managing Agent, immediately remove such occupant(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.

### 3. **COMMON AREAS AND ENTRANCES**

Common areas are defined as those areas outside of the occupant's dormitory apartment accessible to all other occupants, including, but not limited to exterior walkways, stairwells, sidewalks, driveways, courtyards and parking areas.

- a. **Walkways and Driveways.** No sidewalks, courtyards, walkways, driveways or parking areas shall be obstructed or used for any purpose other than ingress and egress. No running, jumping, skate boarding, bicycling, roller skating, or playing of any sort shall be allowed in the common areas including, without limitation, the driveways, walkways and parking areas of the Project; provided, however, that playing or recreational activities shall be permitted only in designated areas within the common areas.
- b. **Apartment Entrance.** No shoes, slippers, laundry or other items shall be allowed to remain in view at the front entrance of a dormitory apartment.
- c. **Articles on Walkway Balconies.** No part of any walkway balcony fronting any of the dormitory apartments shall be used for the purpose of storage of articles of any kind. Any items deemed unsightly by the Board of Directors or Managing Agent, in their sole discretion, shall be removed, upon the request of the Managing Agent.
- d. **Control of Water.** No occupant shall allow water to spill or drip onto other areas of the Project and should take such precautionary measures to prevent such spilling and dripping, such as, without limitation, placing plants within the dormitory apartments in appropriate planters or containers when watering plants and properly maintaining air-conditioning units.
- e. **Disposal of Waste.** Kitchen garbage disposals shall be utilized for disposing of soft food waste only. All other wastes shall be placed in the designated refuse areas. Trash containing food shall be securely wrapped before being placed in a trash bag. All garbage, rubbish and other trash shall be disposed of only in trash bags securely tied. Such trash bags shall be placed only in areas provided for trash removal and must be hidden from public view.
- f. **Throwing Objects.** Nothing shall be thrown or permitted to be thrown from windows or any other part of an apartment. The throwing of firecrackers and the explosion of any fireworks anywhere in the Project is expressly prohibited. Any of the above violations are punishable by fines of \$50 or greater.

- g. **Cooking/Fires.** No walkway balcony shall be used for outdoor cooking. Outdoor cooking shall be subject to regulation by the Board of Directors and shall be conducted in an area designated by the Board of Directors and in a manner so as not to be offensive to any neighbor. Fires other than for outdoor cooking purposes are not permitted anywhere in the Project.
- h. **Running Water.** Water shall not be left running an unreasonable length of time.
- i. **Unsightliness:**
- (1) No unsightliness within the public view is permitted within the Project. For this purpose, “unsightliness” means, but is not limited to, the following: laundry on lines or reels; litter or trash containers except as specially provided; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, and other similar items stored or stowed in or on the walkways and other areas of the common areas; or unshaded or improperly shaded lights that create objectionable glare.
  - (2) Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, and other objects, shall not be placed in windows so as to be in view from outside the dormitory apartment or from any other apartment. Violations of this rule are punishable by fines of \$50 or greater.
  - (3) No garbage cans, household or commercial supplies, or similar articles shall be placed outside any dormitory apartment area or in a place where they can be seen from the outside of any apartment, except as the Board of Directors may otherwise permit.
- j. **Items Left on Common Elements.** No items of personal property, including, but not limited, to baby strollers, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common areas. Articles of any kind left in any of the common areas shall be removed at the occupant’s risk and expense as directed by the Board of Directors or the Managing Agent.
- k. **Damage to Common Elements.** Damages to common areas shall be surveyed by the Managing Agent, and the costs of repair or replacement may be assessed by the Board of Directors against the occupants responsible. Occupants are obligated to report any destruction they witness or in which they are involved. Fines for destructive actions range from \$50 to \$500 per incident.
- l. **Moving Furniture and Large Items; Use of Loading Area.** The following rules shall apply with respect to the loading area:
- (1) The loading or unloading of furniture, appliances, or other items for use within a dormitory apartment, shall take place in areas designated for loading and on such days and at such hours as may be determined by the Board of Directors or the Managing Agent. Extreme caution shall be used

to avoid damage to any parked cars, sprinklers, plants, lawns or any other part of the common areas of the Project in the course of using the loading areas. Occupants shall be attentive to vehicles parked near the loading areas and avoid blocking the ingress and egress of such vehicles. The apartment owner or occupant responsible for any such damage shall be liable for any and all costs and expenses incurred as a result of any such damage.

- (2) Any occupant desiring to use the loading area for moving furnishings and large objects, or for using a designated car wash area located in the loading areas, shall notify the Managing Agent at least one day in advance. In making reservations for the designated loading area, priority will be given in this order: (a) trash pick-up; (b) moving furnishings in/out of buildings; and (c) car wash.

m. **Unlawful Entry/Exit.** The possession of keys by anyone other than the person they were issued to is not allowed. Loaning and/or giving away keys is an extreme security risk and is strictly prohibited. Unauthorized entry into a room or dormitory apartment by forcible entry or unauthorized use of a key is prohibited. Entry or exit of prohibited areas (such as roofs, ledges, fire exits, etc.) is not permitted. Any occupant witnessing a suspicious or unauthorized entry shall report it immediately to the Managing Agent.

n. **Swimming Pool.** All swimming pools and gated pool decks are closed from 10:00 PM to 8:00 AM daily. Occupants and/or their Guests found violating pool safety policies will incur fines of \$50 and greater. Drinking or possession of alcoholic beverages, possession of glass containers, smoking, rough housing, pushing of others, diving, excessive levels of noise, are all prohibited. Appropriate swimming attire must be worn at all times. No “skinny dipping” or other acts deemed to be “indecent exposure” allowed.

o. **Violent Behavior.** Behavior of a violent nature cannot be tolerated in a community living environment. Occupants and/or their Guests who commit acts of a violent nature including but not limited to fighting, physical or verbal threats or abuse, vandalism, or theft will be fined \$250 or greater per incident, and/or immediately removed from the premises.

#### **4. VEHICLES AND PARKING AREAS**

a. **Improper Parking.** No cars may be parked or left unattended except in parking stalls in the designated parking area. No parking shall be allowed in the driveway areas, except brief stops incident to pick up and drop off purposes only.

b. **Operation of Vehicles.** No vehicles of any kind (including automobiles, motorcycles, mopeds, unlicensed vehicles, bicycles or any other similar motorized or non-motorized vehicles) shall be permitted, driven, used, ridden or operated on any of the common elements of the Project, except in the driveways and parking areas. All vehicles shall be operated within the Project in a quiet manner. All

motor vehicles (including motorcycles and mopeds) must be equipped with quiet mufflers. Gunning of motors is expressly prohibited.

- c. **Service Vehicles.** When workmen are performing work on an apartment, the apartment owner or occupant shall advise them to park in an area designated by the Board of Directors or the Managing Agent.
- d. **Assigned Parking.** The assignment of parking stalls is set forth in the Declaration and as shown on the Condominium Map.
- e. **Transfer of Parking Rights.** Subject to these House Rules, the Bylaws, and the Declaration, and the prior written consent of the Board of Directors, an apartment owner, or such apartment owner's designated agent, may license or lease such apartment owner's right to use a parking stall to any other person or persons on the condition that such person or persons shall abide by these House Rules, and the apartment owner or designated agent, as applicable, shall assume and continue to be responsible for compliance with the House Rules and all liability arising from the user's conduct. An apartment owner or such apartment owner's designated agent must notify the Managing Agent of the identity of the assignee together with such assignee's vehicle description, and length of anticipated use and such other information as the Managing Agent shall reasonably request.
- f. **Use of Parking Stalls.** Parking stalls shall be used in accordance with the following terms:
  - (1) Every occupant shall use the parking stalls, only for purposes allowed by these House Rules.
  - (2) All parked motor vehicles must be in operating condition and must have a current registration, license and safety sticker as required by law.
  - (3) Every motor vehicle shall be parked entirely within a parking stall and shall not extend into, interfere with or obstruct the use of adjacent parking stalls or the common areas, driveways or parking areas of the Project.
  - (4) Polishing of motor vehicles shall be permitted only when vehicles are properly parked in a stall.
  - (5) Emergency minor repair of properly parked motor vehicles shall be permitted only when vehicles are properly parked in a stall.
  - (6) Occupants are expected to exercise courtesy to their fellow occupants and common sense in parking their vehicle. The Board of Directors shall address complaints for improper parking on a case by case basis and may, in its sole discretion, institute a schedule of fines for repeated violations.

- (7) Every occupant shall at all times maintain and keep parking stalls in a clean and safe condition, including the prompt removal of grease, oil and foreign substances caused by the use of a stall by said occupant. If any occupant fails to promptly clean parking stalls soiled by said occupant's use after notice thereof by the Board of Directors, the Managing Agent or the Board of Directors may clean such parking stalls. Such occupant and/or the owner of such occupant's apartment shall be responsible for the payment of all costs and expenses incurred by the Board of Directors or the Managing Agent for such cleaning.
- (8) Parking stalls shall not be used for the following purposes:
- Storage or keeping of anything other than properly parked motor vehicles.
  - Painting of motor vehicles.
  - Keeping of motor vehicles on blocks.
- g. **Repairs to Vehicles.** Except to the extent otherwise permitted herein, no repair or maintenance of motor vehicles shall be done within any area of the Project. Only emergency minor repairs of an occupant's motor vehicle shall be permitted within a parking stall, and each occupant shall promptly and properly dispose of any and all waste, material, grease, and foreign substances resulting from such minor repair. No repair or maintenance of an occupant's motor vehicle shall be permitted on any common elements of the Project.
- h. **Washing of Vehicles.** Occupants may wash their motor vehicles only in an area designated by the Association or the Managing Agent as the car wash area (if any), or otherwise within their assigned stalls.
- i. **Stalls for Persons with Disability.** In the event an occupant is a person with disabilities, as defined by Section 291-51, Hawaii Revised Statutes, as amended, then said occupant, upon application to the Board of Directors or the Managing Agent will be permitted to use any stall assigned by the Managing Agent or the Board of Directors for such apartment owner's use which is designated as a handicapped parking stall. Handicapped parking stalls shall be reserved for the exclusive use of apartment owners or occupants who are disabled.
- j. **Bicycle and Moped Parking.** Any occupant desiring to bring a bicycle or moped onto the Project shall register such occupant's bicycle or moped with the Managing Agent. Each such bicycle or moped must have a valid City and County of Honolulu registration. Each bicycle or moped shall be parked or stored only in the space specifically designated for bicycle and moped parking by the Managing Agent.

- k. **Registration of Vehicle with Managing Agent.** Every occupant shall register their automobiles with the Association by presenting a valid vehicle registration to the Managing Agent.
  
- l. **Violation of Parking Rules.** Notwithstanding any provisions herein to the contrary:
  - (1) Any person who improperly parks or stores any vehicle may have any such vehicle towed away by the Association at such person's expense.
  - (2) Anything improperly stored or kept in a parking stall may be removed, stored or discarded by the Association without liability to the owner thereof. The owner of the stall and the occupant using it shall be liable for all charges or costs incurred by the Association for such removal, storage or discarding.
  - (3) Any owner or occupant who operates a vehicle on the common elements of the Project except the driveways and parking areas, shall be subject to a fine for each offense in any amount as determined by the Association, which fine shall be levied against any such occupant and the owner of the occupant's apartment.
  - (4) Any occupant who improperly uses any parking stall or parks a vehicle on the common elements, shall be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such occupant and the owner of such occupant's apartment shall be subject to a fine for each offense in an amount determined by the Association. Any and all fines, charges, costs and expenses required to be paid by or imposed against any occupant pursuant to this Section 4.1 which is not paid within thirty (30) days, shall constitute a lien in favor of the Association against such apartment owner's apartment and shall be enforceable as provided in the Declaration and the Bylaws.

5. **NUISANCES AND NOISE**

- a. **No Nuisance.** Nuisance of any kind or nature shall not be allowed in the Project and any use or practice which is improper or offensive in the reasonable opinion of the Board of Directors, in the sole discretion of the Board of Directors, or in violation of the Bylaws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other apartment owners or their occupants shall not be allowed in the Project.
  
- b. **Excessive Noise.** Every occupant shall avoid excessive noise of any type at any time and is to consider the welfare of other occupants at all times.

- c. **Slamming Doors.** Every occupant shall hold (or restrain) doors so as to avoid slamming doors due to the wind.
- d. **Quiet Hours and Noise.** Quiet hours are defined as times when noise is confined to an occupant's room and is not audible in adjacent areas. Occupants and their guests are expected to abide by quiet hours, which are generally 10:00PM to 8:00AM daily. During study days and final exam periods designated by the Board of Directors, every occupant shall observe a 24-hour quiet hour period. At the Board's discretion, warnings may or may not be given before a citation is issued. Fines may be assessed at \$50 or greater per incident.
- e. **Noise from Guests.** Every occupant shall be responsible for keeping noise from departing guests at a minimum, particularly at night.

## 6. **BUILDING MAINTENANCE**

- a. **General.** Under the supervision of the Board of Directors, the maintenance of common elements is the responsibility of the Managing Agent. Defects and deficiencies should be reported by apartment owners and occupants when and as observed. Maintenance of individually owned apartments and limited common element(s) appurtenant thereto and all windows, doors (including hinges, locks and door closures, if any) is the responsibility of the respective apartment owners.
- b. **Structural Changes.** No structural changes of any type or kind shall be permitted either within or outside an apartment except as permitted by and in accordance with the Declaration, Bylaws, and applicable statutes, ordinances, rules and regulations, governmental determinations and restrictions of appropriate agencies of the city, state, or federal governments.
- c. **Signs.** No signs, signals or lettering shall be inscribed or exposed on any part of the apartment including, but not limited to, the exterior door or walls of any apartment (other than the apartment number), and no such items shall be placed on the Project grounds without the prior written approval of the Board of Directors. No images, pictures or signs, electronic or otherwise, shall be permitted to protrude out of any window or any other area of the apartment, or the common elements.
- d. **Maintenance and Repair.** Every apartment owner shall maintain and repair such apartment owner's apartment so as to keep the apartment in slightly and good condition, and without limiting the generality of the foregoing, each apartment owner and their occupant(s) shall observe and comply with the following:
  - (1) No projections shall extend through any door or window opening beyond the exterior face of the apartment.
  - (2) Every apartment owner at all times shall perform promptly all repair, maintenance and alteration work within the apartment, the omission of

which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by such apartment owner's failure to do so.

- (3) Every apartment owner shall make all repairs of internal installations within each apartment such as water, light, gas (if any), power, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to the apartment, and all limited common elements appurtenant to the apartment at the apartment owner's sole expense.
- (4) No apartment owner or occupant, except as otherwise permitted by the Board of Directors, shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the apartment walls or protruding through the walls, windows or roof thereof.
- (5) No apartment owner or occupant shall allow, do or keep in any apartment, limited common elements, or the common elements anything which would overload or impair the floors, walls or roofs of the apartments or buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance policy maintained by or for the Board of Directors or the Association, nor make or suffer any noxious or offensive activity or nuisance thereon. Waterbeds are expressly prohibited in the Project.
- (6) No apartment owner or occupant shall attach projections or objects to the outside walls of the apartments or the exterior of any door or wall, without the prior written consent of the Board of Directors.
- (7) No apartment owner or occupant shall make any alteration or addition to the exterior of any apartment or any alteration or addition to the common elements without the prior written approval of the Board of Directors.

7. **EMPLOYEES OF THE ASSOCIATION AND THE MANAGING AGENT**

- a. **Cooperation with Employees.** The maintenance employees of the Association or the Managing Agent will use every effort to maintain the grounds effectively. Nevertheless, these employees are not available on a 24 hour daily basis, and much of their work must be devoted to regular maintenance and repair, as directed by the Board of Directors or the Managing Agent. Accordingly, and in the common interest of all concerned, each apartment owner and occupant shall do his or her part towards abating unsightliness within the Project to the fullest practicable extent.

Occupants and their Guests are required to follow all reasonable directions issued by authorized representatives of the Association's Management. Any Occupant

and/or their Guest refusing to do so will result in the occupant being cited and fined for non-compliance, with fines ranging from \$50 to \$250 per incident. The Association may take steps to remove occupants found to be repeatedly in non-compliance, either through their own actions or those of their Guests.

- b. **Control of Employees.** Maintenance employees of the Association are under the sole direction of the Board of Directors and the Managing Agent and during the prescribed hours of work they shall not be diverted to the private business or employment of any apartment owner or occupant. No maintenance employee shall be asked by any apartment owner or occupant to leave any portion of the common elements.
- c. **No Responsibility to Clean Apartments.** The cleaning of each apartment and the limited common elements appurtenant thereto, including any assigned parking stall is the sole responsibility of the apartment owner and occupant.

## 8. **GENERAL PROVISIONS**

- a. **Common Area Furniture, Fixtures and Equipment.** Outdoor furniture, fixtures and equipment placed in common areas, if any, is for use in those specific areas and must not be moved therefrom.
- b. **Permission to Enter Apartments.** The Managing Agent is not required to give access to apartments without the written permission of the apartment owner or the apartment owner's designated agent.
- c. **Guests to Observe Rules.** Occupants shall be responsible for their guests' observance of all House Rules as set forth herein. In the event expenses are incurred due to violations of House Rules by guests or licensees, the occupant and the owner of such occupant's apartment shall be responsible for payment of same.
- d. **Registration of Information with Managing Agent.** Every occupant, upon taking possession of an apartment, shall file their names, addresses, and telephone numbers and signatures with the Managing Agent and shall furnish the Board of Directors and/or the Managing Agent with such other information as shall be reasonably requested by the Board of Directors or the Managing Agent from time to time.
- e. **Keys to Apartments.** Each apartment owner shall be responsible for insuring transfer of all keys and cards to that owner's occupants, successors and assigns. To facilitate the right of access provided by the Declaration and Bylaws to the Managing Agent or the Board of Directors, each apartment owner shall furnish the Board of Directors or the Managing Agent with keys to locked entrances to such apartment owner's apartment, and shall promptly furnish new keys when and if such locks are supplemented or changed. If any key or keys are entrusted by an apartment owner or occupant to an employee of the Association except pursuant to this Section 8.e, whether for such apartment or an automobile or other item of

personal property, the delivery of the key shall be at the sole risk of such apartment owner or occupant, and neither the Board of Directors, the Association nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. Each apartment owner and occupant shall assume full responsibility for protecting such person's apartment and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

If an occupant accidentally forgets his/her keys, please contact the RA on duty for assistance. If more than 3 lockouts occur during a school term, the occupant will be fined \$50 or greater per subsequent lock out incident. If an occupant attempts to break into their own unit, the occupant will be fined \$50 or greater per incident and charged for any damages that occur during the break in process.

In addition, any occupant found to be propping open property gates, climbing/jumping over property gates or fences, or in any other way tampering with our gates and/or fences will have said actions deemed as a breach of our safety and security measures. All occupants involved and/or their guests involved will incur fines starting at \$100 and up. This will be in addition to any repairs that must be made to said gates and/or fences due to the act of propping or climbing/jumping/scaling.

- f. **Charge for Lost Keys.** Unless otherwise stated herein, the Managing Agent may charge for the loss and replacement of apartment keys at its published rates. Lost/stolen keys can result in charges as great as \$500 or more if multiple locks must be changed and/or any security gates are involved.
- g. **No Solicitation.** No open solicitation or canvassing will be allowed on the Project at any time.
- h. **Theft or Damage to Personal Property.** The Association shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the common elements or any area of the apartments or buildings. It is recommended that occupants' valuables be covered by a homeowner's or renter's insurance policy.
- i. **Emergency Service.** If the emergency service of the police department, fire department, paramedics, ambulance or doctor are necessary or required, the desired agency or person should be called directly. Telephone numbers for such emergency services are available from the Managing Agent. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.
- j. **Observance of House Rules.** Every apartment owner and occupant shall observe and comply with these House Rules, the Declaration and Bylaws. Each apartment owner shall be responsible for such occupants' observance and compliance with these House Rules. In the event that expenses are incurred by the Association or

the Managing Agent on behalf of the Board of Directors, due to violations of these House Rules by any apartment owner or occupant, such apartment owner or occupant, shall pay for such expenses, including reasonable attorneys' fees.

- k. **Conflict.** In the event of any conflict between the provisions of these House Rules and the Declaration and Bylaws, the Declaration and Bylaws shall prevail.
- l. **Amendment.** Subject to the provisions of the Declaration and Bylaws, these House Rules may be amended by a majority of the vote of members of the Board of Directors present at a meeting of the Board of Directors duly called and held for such purpose, or by written consent of all members of the Board of Directors.
- m. **Severability.** The invalidity of any provision of these House Rules shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these rules, and in such event, all of the other provisions of these rules shall continue in full force and effect as if such provision had never been included herein.
- n. **Headings.** The headings and captions of the several paragraphs and sections contained herein are for convenience only and do not define, limit, describe or construe the contents of such articles and sections.

9. **VIOLATION AND ENFORCEMENT OF THESE RULES**

- a. **Fines.** The Board of Directors may determine a schedule of fines, which shall be approved by a majority vote of the Association, for violation of these House Rules, such fines may be assessed against the apartment whose apartment owner or occupant is in violation.
- b. **Enforcement of Violations.** All corrective actions regarding violations of these House Rules and damages to the common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) will be enforced by the Board of Directors, and all violations should be reported promptly to the Board of Directors or the Managing Agent.
- c. **Survey and Assessment of Damages.** Damages to common elements or any other areas of the Project (including limited common elements appurtenant to each apartment) shall be surveyed by the Board of Directors or the Managing Agent at the direction of the Board of Directors, and the cost of repair, restoration or replacement thereof and any legal fees incurred thereby may be assessed by the Board of Directors against the person or persons responsible, including, but not limited to any apartment owner for damages caused directly or indirectly by such apartment owner's occupants.
- d. **THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS GIVES THE BOARD OF DIRECTORS OR ITS MANAGING AGENT THE RIGHT TO:**

- (1) Enter the apartment in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist herein contrary to the intent and meaning of the provisions hereof, and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; provided, however, that the Board of Directors or the Managing Agent shall give an apartment owner or occupant five (5) days' prior written notice, except in the event of a threat to the health or safety of the Project and its occupants, in which case no notice shall be required; or
- (2) To enjoin, abate, or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner.

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Pursuant to the Bylaws of the Association of Apartment Owners of 1054 Kalo Place, these House Rules are hereby adopted on behalf of the Board of Directors of the Association of Apartment Owners of 1054 Kalo Place on this \_\_\_\_ day of December, 2019.

Association of Apartment  
Owners of 1054 Kalo Place

By: \_\_\_\_\_  
Juana Dahl  
Its President