



House Rules and Procedures Handbook

In order to protect the welfare of all Residents and to increase the enjoyment of our entire community, the following rules and regulations have been adopted by the Board of Directors.

All requests on matters contained herein, should be directed to:

*Makaha Surfside Association of Apartment Owners
c/o the Makaha Surfside
85-175 Farrington Highway
Waianae, Hawaii 96792*

Office: (808) 696-6991(Tel); (808) 696-7871(Fax)

Operations: (808) 696-6990 (Tel); (808) 696-6966 (Fax)

Email: makahas001@hawaii.rr.com

Makaha Surfside House Rules

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SECTION A: GENERAL

Introduction

1. The purpose of these House Rules is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of Makaha Surfside.
2. The full authority and responsibility of enforcing said rules may be delegated to a Managing Agent or Resident Manager by the Board of Directors of the Makaha Surfside Association of Apartment Owners ("Association"). All occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not.
3. The Association has adopted these House Rules according to the Makaha Surfside By-Laws. These House Rules supersede all prior versions. The Board of Directors may amend these House Rules at any time as provided for in the By-Laws of the Association.
4. Owners are responsible for the conduct of their tenants, renters, guests and visitors. Upon receipt of written notice from the Board of Directors or Managing Agent, Owners shall comply with these House Rules and the Associations' By-Laws, whether to remove a prohibited structure or condition, or remove occupants or their guests.
5. Infractions of House Rules are subject to citations and fines. Owners or residents who disagree with the way an issue is handled may send their concerns in writing to the Board of Directors by mail to the Makaha Surfside office address or by e-mail and include the date, time, incident and disagreement involved.
6. Complaints and suggestions regarding the Project shall be made in writing to the Board, Resident Manager or Managing Agent.
7. Each owner shall be provided one copy of the House Rules, as revised, at no charge. Additional copies are available at nominal cost from the Office. Each owner or owner's authorized agent is responsible for providing a copy of the House Rules to any person occupying the owner's apartment.

Authority for Rules

8. The Board of Directors' authority to establish rules pertaining to Makaha Surfside is contained in the following documents:
 - a. Chapters 514A and 514B of the Hawaii Revised Statutes, entitled, "Condominium Property Act," are the basic condominium laws. Importantly, among other things, they provide that all persons who enter upon and use Makaha Surfside must comply with the provisions of the Declaration, the By-Laws, the House Rules and other lawful determinations of the Association (collectively, "Project Documents").
 - b. The Association By-Laws provide that two-thirds of the Board of Directors may, from time to time, adopt, modify, amend and/or revoke in full or in part, Rules

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and Regulations as it may deem necessary which are binding upon all residents and all persons who use the Project.

- c. The Association By-Laws provide that the Board of Directors may enforce monetary penalties for violations of, or otherwise enforce, the Project Documents.
 - d. These Rules and Regulations supplement and are in addition to the Project Documents governing the use of the Condominium residences and the common elements of the Project.
9. Additional rules applicable are:
- a. Federal and State of Hawaii Fair Housing Acts ("FHA"). None of the provisions of the Association documents are intended to be in contravention of the FHA. The Board will at all times comply with said Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the Association facilities if the proposed modifications are necessary for their full enjoyment of the Project.
 - b. Landlord Tenant Code (Chapter 521, Hawaii Revised Statutes) as between owners and their tenants and the Real Estate Licensing Law (Chapter 467, Hawaii Revised Statutes) as may be required by the Condominium Property Act.

Non-Discrimination Policy

10. Pursuant to Hawaii Revised Statutes Chapter 515, Title VII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988 and our non-discrimination policy, Makaha Surfside does not discriminate on the basis of race, sex, 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 Hawaii and Federal laws. When providing services and facilities or enforcing the rules at the Makaha Surfside, the Association will not treat any person unequally:
- a. In granting or withholding any approval or consent required under the Association's rules.
 - b. In enforcing requirements of the Association rules about occupancy restriction or use of the recreational facilities so as not to discriminate against families and any other persons in violation of law.
 - c. In connection with requests of disabled occupants or visitors of the project to have a certified guide dog, signal dog or other certified animal required because of the occupant's or visitor's disability or otherwise allowed by law: except that if the animal(s) becomes a nuisance to others, they will not be permitted at the Project and will have to be removed at the request of the Board of Directors.

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- d. Under the FHA, disabled occupants: (i) must make approved reasonable modifications to an apartment or the common areas and remove the same when they move out of their unit all at their own expense; and (ii) shall have reasonable exemptions from the Project Documents to enable them 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.

Treatment of Employees and Board of Directors

11. Employees of the Association, whether directly hired by the Association or contracted personnel, shall not be subjected by an owner, occupant or guest to: harassment, interference with official duties, threats, and/or assault.
12. Threats of violence and/or any physical or verbal assaults toward management, staff, or Board of Directors of Makaha Surfside is prohibited and will NOT be tolerated and may be subject to fines and legal action and/or eviction.

Reckless Conduct Toward Others

13. Physical fights, acts of domestic violence or any type of physical or verbal assaults are prohibited at all times and may result in the eviction of the resident(s) creating these problems and fines.

Operations/Front Gate

14. An operations officer located at the main entrance is available 24 hours a day. An operations officer patrols the "common area" and is empowered to enforce the Rules and Regulations of the Association but is not authorized to become involved in incidents of a purely private nature which does not amount to a violation of the Project Documents.
15. If Operations assistance is needed, call the Operations Station at 696-6990. If an emergency occurs, the appropriate agency (e.g. the Police Department, the Fire Department, and ambulance service) should be called directly at 911.
16. Any emergency that could affect the Association facilities such as flooding, fire or theft, should be also brought to the attention of Operations or the General/Resident Manager as soon as possible.

Definitions

Agent: Any person or business authorized to act on behalf of any owner who has provided the Association with evidence of that authority.

Association of Apartment Owners (AOAO): All the owners of the Makaha Surfside condominium project (MSS) acting as a group in accordance with the Declaration and By-Laws of the AOAO and Chapters 514A and 514B, Hawaii Revised Statutes.

Board of Directors (BOD): The representative of the AOAO in all matters relating to the operation of MSS.

General/Resident Manager: The individual responsible to run the day-to-day operations of the MSS complex and enforcing the governing documents of the AOAO, including board policies and house rules.

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Guest: Individual who occupies an apartment at MSS at the invitation of a resident and not paying rent.

Harassment: The offense of harassment includes: the intent to and acts that harass, annoy, or alarm any other person, physical contact, insults, taunts, or challenges another person to a fight; repeatedly makes telephone calls, facsimile, or emails, after being advised by the person to whom the communication is directed that further communication is unwelcome. Threats include threats by words or conduct, to cause bodily injury to another person or to damage property of another or to cause the evacuation of a building. Assaults include causing pain or injury to another person by verbal or physical force or with an object as a weapon. The foregoing definitions include any legal definitions as applicable.

House Rule: A rule adopted by the BOD in accordance with the MSS Declaration and By-Laws that generally prescribes a mandatory principle governing conduct or action by owners, residents, guests, tenants, and visitors to MSS.

Managing Agent: The firm retained by the AOA for management.

Occupant: Any person lawfully occupying an apartment for any period of time, whether or not otherwise defined as an owner, tenant, lessee or guest.

Managing Office (Office): The Association's business office.

Owner: The legal owner(s) of an apartment.

Premises: The entire condominium project, consisting of apartments and common elements.

Pool: Water within the pool. The enclosed fenced area surrounding the pool is referred to as the pool area.

Resident: All persons occupying an apartment at MSS who are not guests and whose names are on the ownership documents or rental or lease agreements for the apartment.

Service Animal: A guide dog, signal dog, or other animal individually trained to provide assistance to an individual with a disability regardless of whether they have been licensed or certified by a state or local government.

Tenant: A person renting or leasing and occupying an apartment at MSS for more than 30 days.

Visitor: All persons who are not residents or guests and include service/trade representatives and contractors called by a resident or agent.

SECTION B: APARTMENTS AND PREMISES

Use and Occupancy

1. Apartment owners shall not use the apartment for any purpose that will injure the reputation of MSS; and shall not permit anything to be done or kept in the apartment or elsewhere on the Premises that will interfere with or unreasonably disturb the rights of others, or that will reduce the value of MSS.
2. The apartments at MSS are intended mainly for residential purposes. Conducting a business within or from an apartment is prohibited if (a) its existence is apparent by

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sight, sound, or smell from the exterior of the apartment; (b) it is not in conformity with zoning requirements; (c) it involves persons coming onto MSS who do not reside at MSS; (d) it causes any increase in any MSS insurance obligation; or (e) it is a nuisance, hazardous, or otherwise offensive or inconsistent with the residential character of MSS.

3. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside of Hawaii or if they will be absent from the apartment for more than 30 days. Such owners shall file with the Resident Manager their out-of-town address and telephone number and the telephone number of their agent. An owner's registration form is available for this purpose at the Office.
4. The number of persons residing in an apartment shall not exceed the maximum allowed by law.
5. An apartment owner or tenant shall be responsible for the conduct of his/her family, tenants or guests at all times, ensuring that their behavior is neither offensive to any occupant of MSS nor damaging to any portion of the common elements.
6. Any use of the apartments or conduct of occupants which would increase insurance premiums or impact upon insurance coverage is prohibited. Any increase in premiums caused by the conduct of occupants of a unit will be charged to the owner of that unit.
7. Soliciting of goods or services, or dispensing of handbills or religious tracts, is not permitted on the Premises.
8. Apartment unit doors are to remain closed at all times to comply with the current fire code.
9. Storage and use of fireworks, explosives or hazardous or noxious materials are NOT ALLOWED on the Premises at any time.
10. In the event of an emergency, the General/Resident Manager has the authority to enter units with a member of Operations as necessary to prevent or contain problems threatening property damage or personal injury. Under no circumstances should the Manager or any Association employee enter a unit alone.

Rentals

11. Subject to the terms of the By-Laws of the Association and other governmental restrictions including zoning codes, an apartment owner may lease his apartment or make it available to friends. All persons leasing, renting or living in the apartment shall abide by these House Rules.

Access

12. The driver of a vehicle without a valid parking decal or placard wishing to enter onto MSS will be required to produce a valid driver's license and proof of current insurance, state registration and a safety check for the vehicle. Persons with a rental vehicle will be required to produce the rental agreement for the vehicle. Any other persons wishing to enter onto MSS will be required to produce proof of identification. Electronic transmission (by e-mail or fax) of documents is permissible whenever practical. Fax numbers: 808-696-7871 (Office) or 808-696-6966 (Sec).

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13. The roofs of all buildings are strictly off limits to all unauthorized persons.

Authorization

14. No authorization will be given to any prospective tenant to enter MSS unless accompanied by an authorized person such as the rental agent, the owner or caretaker.

15. All residents, owners or agents expecting guests/visitors shall make prior arrangements with the Office or Operations guard station to authorize entrance to a specific unit.

16. If registered occupants are absent, written authorization (form available at Operations guard station) must be submitted to the Office or Operations guard station. Electronic transmission (by e-mail or fax) of written authorization is permissible. GUESTS/VISITORS WILL BE DENIED ENTRY IF THIS PROCEDURE IS NOT MET. Fax numbers: 808-696-7871 (Office) or 808-696-6966 (Sec).

Guests and Visitors

17. Guest(s) who are on the Premises for more than three (3) days will require a signed authorization form from the owner/agent who shall be responsible for the guest(s).

18. Residents will be responsible for the conduct and actions of their guests. Guests are allowed access to all common grounds without escort by the resident or owner.

19. The Office and Staff will not interfere with owners and residents having guests per the procedures outlined herein. Social security numbers will not be used for identification.

20. Upon entry, all visitors will register, show a valid ID, and obtain a visitor pass from the Operations officer attending the main Operations guard station at the entrance of MSS, whether accompanied by resident or owner.

21. ALL VISITOR PASSES WILL BE RETURNED ON FINAL EXIT FROM THE PREMISES ON A DAILY BASIS. There will be a charge of ~~20.00~~ for UNRETURNED LAMINATED PASSES (overnight passes) and this will be assessed against the owner/resident.

Registration

22. Any person (i.e. owner, tenant, visitor, or guest) who intends to remain at MSS for more than three (3) days must register with the Office within two (2) working days of the commencement of their occupancy. Any person who intends to occupy a unit for more than thirty (30) days shall obtain and review the House Rules. Questions about the House Rules may be directed to the Office.

23. Owners and Agents are responsible for insuring that their tenants and guests register with the Office. Registration can be done in person at the Office, with Operations (after hours only) or via electronic submission of the necessary authorizing documents to the Office.

24. To register, a registration form shall be completed and submitted to the Office with a copy of the rental/lease agreement or other document evidencing the right to occupy the apartment prior to occupancy. It is the owner's and agent's responsibility to issue to the prospective occupant:

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- o Copy of the HOUSE RULES.
 - o Resident Registration Form (This form is available at the Office. A blank copy is attached in Section K of this document.)
25. Occupants shall sign the House Rules agreement, thereby acknowledging the House Rules and agree to abide by them.
26. Owners and Agents are to provide the Office with a copy of each new rental agreement or lease for association records. A one dollar (\$1.00) fee is charged for reproduction costs if a copy is made by Office.
27. Owners and tenants using a parking stall that is not appurtenant to their apartment shall provide the Office with their names and other relevant information as soon as practicable.
28. Whenever possible, electronic submission (by fax or e-mail) of documents in advance is recommended for convenience, to save time, and to minimize congestion at the Office. Fax numbers: 808-696-7871 (Office) or 808-696-6966 (Sec).

Security Keys

29. Security FOB keys for exterior gates and other recreation areas may be purchased from the Office at a cost of \$50 for each key in addition to the original two (2) keys issued for each unit.
30. The fee to replace a lost or damaged FOB key is \$20. They may be purchased by owners, registered agents, or residents with written permission from either the owner or registered agent. All keys are numbered for security control and affidavit of loss must be signed.
31. If a resident/owner lends his/her FOB key to anyone else, his/her FOB key will be turned off and there will be a reactivation charge.
32. Owners and agents are responsible to provide the FOB keys to tenants. Climbing over security fences to enter or exit the Premises strictly prohibited (Beach gates are chained between 10 pm and 6 am).

Move-In/Move-Outs /Deliveries

33. Dates and times of Move-In/Move-Outs and impending deliveries should be scheduled with the Office. The Office should be notified forty-eight (48) hours before a resident plans to move into or out of an apartment. The requirement applies whether or not furniture, appliances, or other items will also be moved into or out of an apartment.
34. Prior to moving in, each tenant must present a copy of his/her lease agreement to the Office. When moving out, residents must check out with the Office and return any parking decals that have been issued.
35. Any damage to MSS caused by moving furniture or other personal effects in or out of MSS shall be repaired by the Association at the expense of the owner or persons involved.
36. Moving into and out of an apartment is permitted from sunrise to sunset.

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37. Residents shall not expect or request management or employees to accept mail, deliveries or keys.

Lock-Outs and Removals

38. In the event of a lock-out, only occupants properly registered shall be permitted to have their doors unlocked by a licensed locksmith.

39. Owners are responsible for the conduct and behavior of tenants, their guests and contractors. Owners shall comply with requests from Office or Operations to take action respecting the conduct of said persons or others occupying their unit(s). If the conduct and behavior of the person(s) constitute a disturbance or nuisance to others, the Office or Operations with the advice and consent of the BOD may use such reasonable means as necessary to have the offending person(s) removed from MSS.

40. If residents are evicted from any unit at MSS by the BOD, the Board may ask the court to prohibit said persons from renting another unit at MSS without prior BOD approval.

Open House/Signs

41. An "open house" to show an apartment for sale is to be held between the hours of 1:00 pm and 5:00 pm. Plans for a showing must be registered with the Office twenty-four hours in advance, and must include the apartment number and the name and telephone number of the agent or owner who will be present to show the apartment.

42. No real estate signs, whether directional or informational, may be posted or attached to any common area wall or landscaping. Real estate, open house signs may be posted at the entry gate, providing, they do NOT obstruct the view of traffic. Operations staff will direct visitors to the open house that has been registered with the Office. Other signs are prohibited unless posted by the Office.

SECTION C: BALCONIES/LANAIS

1. Balconies and lanais shall not be used as storage areas. Nothing shall be left on or hung from balconies, railings or windows visible by persons outside the units.
2. Only outdoor tables, chairs, or plant stands and plants may be placed on lanais and any such items must be secured so as not to present a safety hazard. All lanais will have no more than 1 small table and 2 chairs. All lanai furniture must be of standard patio design and maintained in good repair. Nothing is to be attached to walls or ceilings. Folding chairs are not allowed. Any plants placed on a lanai must have adequate drip pans and remain within the lanai boundary. Units A101-102 and A103-104 that have private patios are also subject to this rule.
3. Clothes lines are prohibited to be hung in lanais and patios.
4. Only potted plants (illegal plants are prohibited) appropriate for balconies may be kept thereon. Plants shall be properly maintained and cared for and kept within the confines of the lanai area. Over-growth will be trimmed and dead vegetation removed. Appropriate containers shall be placed under all pots so as to avoid water overflow. The watering of plants, sweeping and mopping of balconies shall be accomplished in a manner which will not create a nuisance to persons in adjacent,

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lower units, or on the grounds of MSS. No dust, rubbish, litter or any objects shall be thrown from the balconies.

5. Use of outdoor cooking devices including hibachis is prohibited on balconies, within units, and grass areas. However, they may be used at designated picnic sites and at various other permanently installed barbecue facilities provided by the Association.
6. Delivery or removal of furniture, appliances or similar objects OVER the balcony (through sliding glass doors, 2nd, 3rd and 4th floors) is prohibited.
7. Smoking anywhere on the common elements of the project, including balconies and lanais, is prohibited.
8. Window and lanai door coverings shall be fabric draperies, blackout draperies, or vertical blinds which shall have a white or off-white appearance from the exterior of the building.

SECTION D: PARKING, VEHICLES AND DRIVEWAYS

Authorized Entry

1. All vehicles coming onto MSS shall be cleared through the Operations front gate.
2. Only an owner's or a resident's vehicle displaying a proper parking permit may be parked continuously on MSS. To obtain a permit, the vehicle must be registered with the Office with the following items: Current Hawaii vehicle safety check and registration, proof of no-fault insurance, and a valid driver's license. Residents and Owners must bring all documents to the Office to register vehicles and obtain a MSS parking decal. To save time, documents can be faxed or e-mailed to the Office ahead of time. Fax numbers: 808-696-7871 (Office) or 808-696-6966 (Sec).

Parking Permits

3. Each registered vehicle will be issued a parking permit, which will allow that vehicle to be brought onto and parked on MSS. The permit is either a parking decal or a temporary parking permit which shall be placed on the lower side of the front passenger window while on MSS.
4. Motorcycles will be issued one decal to be placed on the front fender or steering post. Instructions for other types of vehicles will be determined when the decal is issued.
5. Parking decals may only be obtained from the Office for a deposit of twenty-five dollars (\$25). The deposit is required when the decal is issued to ensure that the decal is returned when required under these House Rules. The decal must be returned to the Office if the resident moves out or if the vehicle is sold. The deposit will be returned by mail in approximately two (2) weeks upon surrender of the vehicle decal.
6. If a rental apartment, a new decal will be issued only if the decals assigned to the previous resident have been returned. If the decals were not returned, the owner or rental agent must acknowledge that the deposit on the previous resident's decal is forfeited and shall be responsible to his/her previous tenant for the same, if applicable.

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7. Temporary parking permits (up to 30 days) may be obtained from Operations staff.
8. Prior to obtaining a decal or temporary parking for a SECOND VEHICLE, an additional stall must be secured. This applies only if both vehicles will be parked on MSS at the same time.
9. Owners and/or Residents may rent out their parking stalls. Written notification to the Office is required; however approval from the General/Resident Manager is not required.

Operating and Parking Vehicles

10. Inoperable, unlicensed and/or uninsured vehicles shall not be kept or stored on MSS. EXCEPTION: Owners who do not rent their units and keep vehicles for personal use and who notify the Office if the insurance, safety check, or registration will expire during their absence may keep their vehicles in their stall until they return at which time the decal (which shall be deemed expired during their absence) will be renewed. Parking decals remain the property of the AOA may be revoked.
11. Visitor parking is limited and is based on space availability. Residents, agents, and owners having frequent and excessive number of visitors, at the Office's discretion, must have their visitor's park off MSS or rent an additional stall to alleviate possible congestion.
12. Vehicles shall not exceed the speed of three (3) miles per hour while driving through the Project.
13. Vehicles with loud mufflers and or engines will not be allowed on the Project. All vehicles are to be started, idled and operated in a manner not to disturb or annoy anyone.
14. Emergency minor repair and rinsing a car with a bucket of water will be allowed. Major auto repair, washing autos with a hose or painting of vehicles IS PROHIBITED on MSS.
15. Vehicles parked in stalls not assigned to them should be reported immediately to Operations, so that the unauthorized vehicle may be either impounded or towed away. Unauthorized vehicles parked on the common elements or in wrong stalls, shall be impounded or towed away at the expense of the car owner and/or apartment owner who is responsible for the acts of the car owner.
16. The owner and person authorized to occupy a parking stall are responsible for keeping it clean and free of rubbish, oil and grease. The use of sand, paper, cardboard, carpet, lumber and any other objects to contain vehicle leakage is prohibited. Only designated oil drop pans (approved by Management) may be used, otherwise vehicles that leak shall not park in parking stalls and must be repaired before parking privileges may be resumed. Oil drop pans shall not be left in the parking stall when the stall is vacant.
17. Parking in stalls in front of the lobby area is limited to fifteen (15) minutes, unless permission is granted by the Office. Any vehicle that has been parked and unmoved for longer than fifteen (15) minutes may be towed at the driver's and owner's expense.

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18. All vehicles parked on the ocean side of the parking garage (closest to the B-building units) must not be backed into their parking stalls due to problems of noise and exhaust pollution.
19. Stalls are for vehicles and not to be used for any other purpose such as storage for furniture, big boxes, remodeling material or wastes from units, personal objects, tools, etc.
20. Vehicles shall park only in the stalls assigned to the unit, unless authorized otherwise. Vehicles must be parked properly centered in the stall.
21. Owners/Agents are responsible for the removal of vehicles remaining on the Premises owned by their residents who have vacated the apartment.

SECTION E: NOISE

1. No occupant shall make or permit any disturbing noise on the Premises, nor do or permit anything to be done that will interfere with the rights, comfort, and convenience of other occupants. Please respect the rights of other residents.
2. Quiet shall prevail between 10 pm and 8 am daily. The use of vacuum cleaners or other appliances or equipment which creates disturbances is prohibited during these hours. Noise or commotion in the corridors, passageways, hallways or at elevator landings is also prohibited during these hours.
3. Work involving noise must be performed only between the hours of 8:00 a.m. and 4:00 p.m. Monday through Saturday. Permission for emergency repairs must be obtained from the Office.
4. The volume of radios, cassette players, T.V., stereo equipment or any other musical instruments, or electronic devices shall be kept low enough at all hours to avoid bothering any other individual. In common areas, such devices shall be operated with earphones.
5. Residents may report excessive noise at any time to the Office or the Operations Guards.

SECTION F: RUBBISH AND TRASH CHUTES

1. Trash chutes shall not be used between 10 pm and 7 am daily.
2. No flammable materials, such as paint, stain, paint thinner, solvent, gasoline, propane tanks or combustible materials of any kind, shall be put in bins or trash chutes.
3. After decorating or remodeling is done in any unit, paint cans, leftover wallpaper, carpeting, carpenter's wastes, appliances, or furniture, etc., cannot be left in the trash bin rooms or dumped down the trash chutes. Materials must be removed from the Premises by the resident, owner/agent or responsible contractor.
4. Dust mops, rugs, vacuum cleaner bags and/or debris from vacuum cleaners or any similar refuse shall not be shaken into the trash chutes.
5. For sanitary reasons, garbage, cans, bottles, etc., shall be securely wrapped in plastic bags before being placed in trash chutes or bins. Bottles and cans containing liquids shall not be placed in trash chutes or bins. Boxes, packages, or bags

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exceeding a size readily accommodated by the trash chute opening shall not be placed therein. It must be taken down to the main trash bin room located on the bottom floor.

6. Trash left outside the apartment that necessitates disposal by the Association will result in a fee charged to the occupant/owner of that apartment. Bulky items (i.e. furniture, large boxes, appliances, etc.) shall NOT be abandoned or disposed of in the common areas. Should it be necessary for the Association to dispose of any such item(s) the owner will be held responsible for removal and expense associated with the removal.
7. Disposal of BULKY ITEMS in the association trash bins is strictly prohibited. Bulky items include ANY personal and household items, appliances and furniture. Owners and residents are responsible for disposal of their bulky items.

SECTION G: COMMON ELEMENTS

Common Area

1. No person shall engage in any recreational activity or loiter in such a manner that disturbs or impedes normal activity of others in the common areas including the lobbies, parking areas, stairways, walkways, passageways, and storage or laundry areas. (Owners and residents shall be responsible for the safety of family members and guests in those areas).
2. Smoking is prohibited in all common elements including lanais and balconies. Smoking litter shall be extinguished and discarded in proper receptacles provided and not thrown on grounds, landscaping or common areas.
3. Littering at MSS is strictly prohibited. Discarding cigarette or cigar butts, food, beverage or food containers or trash anywhere within a common area, except in an appropriate trash bin or ash receptacle is prohibited.
4. Consumption of food, drinking of beverages and carrying of open cups, glasses, bottles or cans in the elevators, lobbies, and hallways are NOT permitted.
5. Footwear or other personal items shall not be left in hallways or corridors.
6. Persons in excessively wet bathing suits or clothing or with sand on their persons are prohibited in elevators, lobby, walkways, and carpeted areas. Residents should take care not to track water, sand or other debris into elevators or other common areas. Appropriate coverup over bathing suits is required outside the pool area and on the common areas.
7. Bicycles, roller blades, skateboards, remote controlled toys, etc. may not be used anywhere on the common areas.
8. Urinating, defecating or spitting is prohibited in or on any of the common areas except in restrooms provided.
9. Swearing, foul or vulgar language is prohibited at all times and will not be tolerated on the common areas and may result in eviction or fines.
10. Door mats in good condition and no larger than 2 ft. by 3 ft. are allowed in front of the doors of units that have entryways.

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11. The feeding of birds or any animals is prohibited in or on any of the common areas.
12. The picking of flowers, walking through or disturbing any vegetation in the Common areas are prohibited. Any person who damages, trims, prunes or removes any vegetation will be subject to civil action and will also be responsible for fines and costs incurred for restoration.
13. The activation of a "False Fire Alarm" is a dangerous nuisance and a violation of Hawaii State law. Anyone who causes a false alarm will be cited, subject to eviction or criminal charges.
14. Any occupant or guest defacing, vandalizing or damaging any area of MSS will be held responsible for damages caused and will be subject to removal from MSS and/or eviction. Owners will be assessed for damages caused by their Tenants or Guests.
15. The Association will not be responsible for the theft, loss, destruction or damage of any personal articles or materials left in any recreation or other common area. The Association will not be liable for any personal injury caused by others.

BBQ Grills and Surrounding Areas

16. Two propane powered BBQ grills and two portable coal fed grills are provided for residents' convenience. The BBQ grills are available for resident use on a "first come, first serve" basis. People may use their own propane tanks with the propane grills, or, pay a \$3.00 fee per tank to use a MSS portable propane tank (this covers the cost of getting the tank refilled). The use of MSS propane tanks should not exceed 2 hours.

WARNING: For safety reasons, propane tanks are not to be stored in apartment units or anywhere on the property.

17. The BBQ grills and surrounding areas must be cleaned by the resident/owner after each use. Ashes will be removed from the coal fed grills by the users.
18. The BBQ grills will not be used between 9 p.m. and 8 a.m. daily.
19. Alcoholic beverages in the BBQ/Picnic areas and pool areas are prohibited and the Association does not assume nor accept any responsibility for any individuals under the influence of liquor. Coolers are prohibited from containing alcoholic beverages in the common areas. Coolers not containing alcoholic beverages are permitted in the picnic areas only.

Swimming Pool and Pool Area

20. Use of the swimming pool and showers is limited to apartment owners, residents and members of their family and guests. The number of allowable guests is limited as follows:
 - o 8 persons (Monday through Friday)
 - o 6 persons (Weekends & Holidays)
21. Pool hours: 9 a.m. to 9 p.m.
22. THERE IS NO LIFEGUARD AT THE POOL – USE AT YOUR OWN RISK. Non-swimmers shall be accompanied in the pool by a swimmer eighteen (18) years of

Makaha Surfside House Rules

age or older. Parents, guardians and other persons with children in their care are solely responsible for the safety and conduct of the children and are expected to use reasonable judgment in determining whether the children are swimmers and may safely use the pool without adult supervision.

23. All persons shall comply with the rules posted in the pool area.
24. Bathers must shower (located alongside the pool area), each time before entering the pool.
25. Non-alcoholic beverages carried in unbreakable containers or cups may be consumed in the pool area. GLASS CONTAINERS ARE PROHIBITED.
26. All persons entering any of the pools must wear clean and appropriate swim wear. Street shorts, gym shorts or NUDE BATHING is prohibited. Only garments designed as swimwear are acceptable attire while swimming in the pool although white tee shirts are acceptable to wear over a swimsuit. Appropriate cover-up is required over bathing suits outside the pool areas.
27. Persons with long hair (longer than shoulder length) must bind hair or use a bathing cap. Hairpins and hair ornaments/objects are not allowed.
28. Furniture other than that provided by the Association will not be used in the recreation or pool area. AOA furniture cannot be removed from this area.
29. The limited use of various play items within the pool is acceptable provided that use does not endanger others or adversely affect another person's pool experience. Within reason and under supervision the use of pool toys, noodles, masks/goggles snorkels, fins, life jackets/arm floats, etc. is acceptable. At times during heavy use of the pool, the Office or Operations may temporarily prohibit the use of these items in the interest of safety.
30. Horse play, running or excessive splashing of water is not allowed in the pool or surrounding area.
31. Jumping or diving into the pool is not allowed.
32. Swimming pool gates will be locked at all times upon entering or exiting the pool area.
33. All pool policies will be 'age neutral' and applied to all persons equally.
34. Persons who are incontinent or not toilet-trained must wear waterproof plastic or rubber pants over diapers or proper swim suits to prevent contamination of the pool. Infants and toddlers shall use swim diapers.
35. Persons with skin disease, sore or inflamed eyes, nasal or eye discharges, or any infectious or communicable disease shall not be permitted in the pool.
36. Spitting, spouting of water, nose-blowing, urinating and defecating in the pool are prohibited. Residents found in violation of contaminating the pool will be fined and liable for all expenses incurred and for the down time to correct the situation.
37. Animals/pets are NOT allowed in the pool.
38. The swimming pool is for the enjoyment of all residents. Management is authorized to deny use of these facilities to anyone who fails to abide by these rules.

Makaha Surfside House Rules

39. Use of the swimming pool and showers is limited to owners, residents, and members of their family and guests.

Sauna and Weight Room

40. Operating hours are from 9 a.m. to 9 p.m. and proper signing in for weight/sauna room is required at Operations guard station.

41. **WARNING! USE OF THE SAUNA CAN BE DANGEROUS.** Because of the high heat (180°F), use of the sauna carries an inherent risk of hyperthermia (overheating) and excess fluid loss. Users should remain in the sauna only for a short time (20-30 minutes) and be alert for symptoms of overheating and dehydration, such as faintness, breathing difficulties, dizziness, or nausea. Older individuals, individuals with high blood pressure, heart disease, respiratory disease, and similar disorders, pregnant women, and persons taking prescription and over-the-counter medications should consult their physicians regarding sauna use.

42. Persons under the age of eighteen (18) years of age and others of small body mass should not use the saunas due to the risk of overheating and excess fluid loss. Parents, guardians and other persons with children in their care are solely responsible for the safety and conduct of the children and are expected to use reasonable judgment in determining whether the children may safely use the sauna.

43. Owners/residents must ensure that family members and guests who are not properly trained to use weights are accompanied at all times by someone who can ensure their safety while in weight room. The owner/resident, the child's parent or guardian shall be responsible for determining if the child is properly trained in using the weights.

44. The exercise room will be open seven days a week, 365 days a year, from 9:00 a.m. to 9:00 p.m. The hours of 2:00 p.m. – 4:00 p.m. are allotted to private use up to 1 hour per individual. The reservation must be made 24 hours in advance with Operations. All other times of the day are open to all residents.

45. Use of the facilities is on a first-come, first-served basis. All individuals must sign in with Operations.

46. Due to the limited size of the facility, only 2 individuals are allowed in the room at a time.

47. The list of guidelines below is to maximize everyone's enjoyment of the facilities and to create a positive environment for all.

- Use of the workout facility is "exercise-at-your-own-risk".
- Please be courteous of others when using the facility.
- A piece of workout/exercise equipment can be used up to ½ hour and must be relinquished to a waiting person when the clock reaches either the next hour or the next ½ hour mark. When finished with a piece of equipment, that last person must use best efforts to wipe down and clean the equipment. Proper footwear must be worn by anyone using exercise equipment.
- Cellular phones, radios, CD players may not be charged in the room and headsets must be worn.

Makaha Surfside House Rules

- No food or beverage (other than water in plastic bottles) is allowed in the room.
- Leave the facility as you found it. What you bring in, please take out.
- Please report any inoperable or broken equipment immediately.
- In case of injury call Operations or 9-1-1.

Meeting Room

48. Residents requesting the meeting room must complete a request form and provide it to the Makaha Surfside Office at least three (3) days prior to the event. Reservations may be made no earlier than one (1) month in advance. All requests require approval of the Office Manager. The Office Manager may make recommendations, propose alternatives, or deny certain activities or proposals prior to authorization being granted. Association meetings and events shall take precedence on the meeting use schedule.
49. Reservations cannot be made for the following holidays: New Years Eve and New Years Day, Memorial Day, Independence Day, and Labor Day.
50. A maximum of one (1) BBQ grill may be reserved with each request.
51. A maximum time of four (4) hours is allowed for reservations; may be extended if no other functions are scheduled for the day. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 9:00 p.m.
52. A \$25 use fee and a refundable \$100 security deposit are to be paid prior to access to the room. It is the responsibility and obligation of the resident host to remove all trash and leave the premises clean and undamaged. If the condition of the room is unsatisfactory, the security deposit will be reduced or forfeited.
53. The resident host is responsible for the conduct of his or her guests and for any damage caused by the guests.
54. The use of glassware, bottles, ceramics, chinaware, or other breakables in the room is prohibited. Used paper cups, plates and plastic tableware shall be deposited in trash receptacles.
55. Smoking and the use of alcohol is prohibited.
56. Political fund raising, religious rallies or commercial activities will not be authorized.
57. The Makaha Surfside Office management reserves the right to terminate the function at any time due to non-compliance with the above rules and regulations or non-compliance of the Makaha Surfside House Rules.

SECTION H: PETS

1. Notwithstanding any other provision herein, a visually impaired person may keep a trained guide dog, a hearing impaired person may keep a trained signal dog and a person with a disability may keep a trained service animal in his/her apartment and may use such service animals upon MSS as is reasonably necessary to enjoy MSS, provided that such animals do not cause excessive noise or other problems, that the owners of such animals comply with all applicable laws, and that the owners of such

Makaha Surfside House Rules

animals shall be responsible for any damage to the common elements caused by such animals.

2. All pets must be promptly registered with the Office.
3. Any pet kept on the Premises shall not be bred or used for any commercial purpose.
4. Pets are prohibited in the common areas of MSS except in transit, when they are to be carried or on a leash.
5. Pets shall not be walked on MSS. It is unlawful to permit an animal to excrete solid waste on any public or private property without the permission of the owner (Section 29.4-4(a)(9), Revised Ordinances of Honolulu)
6. Owners, Residents, and/or Tenants are required to promptly remove any accidental animal droppings from all common areas.
7. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed from the project upon notice from the BOD or Managing Agent.

SECTION I: RENOVATIONS AND MAINTENANCE

Building Modifications

1. No structural changes of any type shall be permitted in the interior or exterior of the building without prior written approval by the BOD.
2. Glass and window tinting is restricted to a certain color. See Office for the guideline.
3. Door kick plates are allowed but limited in size placement. See Office for the guidelines.
4. Owners planning to install air conditioners in their units must check with the office to ensure they obtain and follow standards applicable to installation of air conditioners at Makaha Surfside. Air conditioners must be connected to the drain pipe to avoid spillage on the buildings. Air conditioners must not drip water over the concrete edge of the buildings.
5. No window or exterior balcony shall be enclosed, decorated or covered by any awnings, shades, blinds, etc. without prior written consent from the Board.
6. All screens, glass/wooden louvers, window frames, front entrance and sliding doors will be kept in good repair.
7. All mountainside/walkway window louvers need to be cleaned at least once every 60 days.
8. WINDOW REPLACEMENT: Cam-type windows will be allowed on the makai (ocean) side of the unit, with prior written approval from the Board. See the Office for guidelines.
9. No radio or television antenna shall be attached to or hung from the exterior of the buildings nor shall notices, advertisements, bill posters, illumination, or other signs be inscribed or posted on or about the Premises. Nothing shall be projected from any window of the buildings without Board approval.

Makaha Surfside House Rules

10. Association insurance requires that all apartments must contain an operable smoke detection device at all times.

Asbestos Management

11. It has been determined that asbestos containing materials have been found in the following locations of MSS:
- o Main Roof composition and sealant compounds
 - o All acoustical ceiling sprayed material in apartments and hallways.
 - o Old flooring tile materials.
 - o Other areas (Asbestos Report on file in Office.)
12. BEFORE any asbestos material is removed, the General/Resident Manager must be notified in writing thirty (30) days prior to its removal. See Office for Asbestos Removal guideline.

Apartment Maintenance and Repairs

13. Repair and maintenance of the interior of an apartment is the responsibility of the apartment owner. All apartments, furnishings, and fixtures located therein shall be maintained in such a manner as to prevent damage to the other apartments or the common elements. (Costs for damages shall be charged back to the unit causing the damage.)
14. Paint cans, carpeting, carpenter waste, remodeling debris, furniture, appliances, etc., will NOT BE PLACED IN THE TRASH OR TRASH BIN ROOMS OR ON THE COMMON AREAS. The owner/agent/contractor or repair persons are responsible for disposal.

Plumbing

15. Units that share the same plumbing line and are experiencing back-up problems, WILL SHARE THE COST OF REPAIR IN ACCORDANCE WITH THE PLUMBER'S FINDINGS. Units not affected above or below will not share the costs.
16. Damages resulting from heater bursts or water leaks are the responsibility of the owner of the unit from which the damage originated.
17. Residents must have all leaky plumbing, including toilets, faucets, water pipes or shower stalls, repaired immediately.
18. If there are any electrical or plumbing problems in the unit, the problem must be reported immediately to the landlord or rental agent. If the landlord or agent does not repair the problem, the Office should be notified immediately.
19. Only licensed electrical and plumbing contractors may do any work or repairs to the building and apartments. Hawaii's Handyman Exemption Law allows for handyman work up to \$1,000, however, this does not apply to electrical or plumbing work.

Construction/Renovation of Units

20. The construction or renovation of any apartment must be done only by a properly licensed contractor, who carries all necessary insurance policies. The Office must be notified prior to the start of any interior renovation construction and be provided with the date(s) and time(s) of construction.

Makaha Surfside House Rules

21. No structural changes of any type are permitted except as permitted by and in accordance with the provisions of the Declaration and By-Laws. The Board may require removal of unauthorized work. The Board may inspect any work and may order the removal of any work which has not been approved or which may adversely affect the common elements or the exterior appearance of the project.
22. Prior to any interior renovation construction, a written construction application form (provided by Office) must be filled out and signed by the owner. This form must be submitted with the plans or drawings detailing the work to be done and the building permit. The form and plans, once submitted, will be reviewed by the BOD. No construction can begin without the written approval of the BOD.
23. All Contractors must check into the Office the first time they enter MSS to do work. They will receive special instructions from the General/Resident Manager regarding asbestos containing material location and other building rules.
24. Working hours are between 8:00 a.m. to 4:00 p.m. Monday through Saturday, and no work on Sundays except in extenuating circumstances subject to Board approval. Contractors must not violate any noise rules. Excessive loud pounding and use of jackhammers are prohibited at all times.
25. Use of harsh chemicals and paints which produce strong offensive odors are prohibited from use in the apartment units.
26. All carpets, appliances, construction material drywall, trash and old paint must be hauled away and not disposed of in any common area. Contractors must take precautions to cover or protect all common areas.
27. Disposal of carpet cleaning solution or washing any paint brushes, cans or painting equipment in the common area is prohibited.
28. Emergency maintenance vendors will be allowed access to MSS at any time 24/7 at the owner's, agent's or resident's request.
29. Construction Violations may result in fines, requirement to remove the unauthorized work and imposition of any other costs incurred by the Association, including the removal of construction debris, repairs, legal fees, etc.

Pest Control

30. Residents are required to keep their units clean and free of insects (cockroaches, etc.). Pest control treatment of the interior of the unit is the owner's responsibility. The Association will provide exterior pest control of the buildings and entryways. A pest control product is distributed by Management at no charge to all residents monthly. (Place in appropriate places according to product direction for best results.)

SECTION J: ENFORCEMENT OF HOUSE RULES

Compliance

1. The house rules apply to all who live or visit at MSS. They are enforced equally for everybody, without discrimination. The Resident Manager is the on-site authority.
2. The Board has the right to control and administer the use of the common elements pursuant to the MSS Declaration, By-Laws and these House Rules. Enforcement of these House Rules may be delegated to the Resident Manager.

Makaha Surfside House Rules

3. The BOD may modify and/or amend these House Rules from time to time as may be deemed necessary for the safety, care, and cleanliness of the Premises and for securing the comfort and convenience of all the residents of MSS.

Violations and Penalties

4. The following are the provisions of Article V, Section 8 of the By-laws relating to the enforcement of the Declaration, By-Laws and House Rules:
 - a. **Penalty for Violation:** As to any violation of the Declaration, By-Laws and/or House Rules, an offending party (including any owner, tenant, lessee, licensee, guest and/or invitee) shall be given 10 days written notice of the violation he has committed and the necessary corrective action that is required and if it continues to persist after the 10 day period is over the owner and offending party shall pay a penalty of \$10.00 per day until the violation is corrected. The mailing of the notice shall constitute the commencement of the 10-day period.
 - b. **Penalty for Spot Violation:** As to any violation of the Declaration, By-Laws and/or House Rules by any offending party who is a short term tenant, lessee, licensee, guest and/or invitee, short term is defined for a period of less than 14 days, the Resident Manager shall have the right to immediately invoke a penalty of \$10.00 per day until the violation is corrected, against the offending party, and in addition the tenant, lessee, licensee, guest and/or invitee, may also be subject to immediate eviction by the Resident Manager; where the violation constitutes a breach which amounts to a disturbance of the peace, the short term offending party (including any tenant, lessee, licensee, guest and/or invitee) may also be subject to immediate eviction.
 - c. **Litigation, Costs and Expenses:** All costs and expenses incurred including a reasonable attorney's fee shall be paid for by the offending party and owner in the event of any action to recover penalties and damages or for injunctive relief.

Appeal's Procedure

5. There is a 30-day right to appeal all violation notices. Grievances may be brought before the BOD by owners or their agents through written appeal to the BOD in care of the managing agent or General/Resident Manager. The form is available in the General/Resident Manager's Office and is attached to this document for convenience.
6. A standing House Rules Committee consisting of no less than three (3) members of the BOD, not having a conflict of interest regarding House Rules violations, will be appointed by the President of the BOD. The committee will meet only at such times as required when an owner appeal has been forwarded to the managing agent or General/Resident Manager for consideration.
 - a. The Committee will review all information provided to them regarding the appeal and submit a recommendation to the Board, in the form of a motion at the BOD meeting held during the next month following receipt of the appeal.
 - b. The BOD will vote on the motions presented by the House Rules Committee. The decision of the BOD will be the final authority on the disposition of all appeals for the citations and/or fines for violations of the House Rules.

Makaha Surfside House Rules

- c. The appellant will be notified in writing by the managing agent of the Board's decision regarding the appeal request.

Regardless of the above Appeal process, the board reserves the right to take immediate legal action for verbal threats of violence or physical violence against any person(s).

Pool News

Pool Guests: Please note that owners and residents are limited to six guests at the pool.

Pool Rules: For the safety of those using the pool, please note the following pool rules:

1. **NO LIFEGUARD ON DUTY, USE AT YOUR OWN RISK and BE RESPONSIBLE FOR YOUR ACTIONS!**
2. Pool gate must be kept closed at all times.
3. No glass, bottles or food allowed.
4. Everyone must take a shower before entering the pool and after using the bathroom.
5. Poor swimmers and non-swimmers must wear USCG approved (PFD) personal flotation device (life vest). Flotation devices are not substitutes for the buddy system and/or parental supervision.
6. All other flotation devices, toys and balls or the like are not allowed.
7. All children that are not bathroom trained must wear plastic diapers under their swim suits.
8. Only proper swimming attire should be worn in the pool. No street clothes and long pants or the like are allowed.
9. No spitting and no one allowed in the pool with open sores and/or communicable diseases.
10. No running and/or horse play i.e. chicken fighting, dunking, splashing water, etc.
11. No diving, bombing or jumping.
12. No underwater breath hold training.
13. If you see lightning and/or hear thunder, do not stay outside. Go indoors immediately.
14. Radios, musical instruments, conversations, etc. should be kept low enough as to not disturb others.

NOTE: These are not necessarily a complete set of rules that will guarantee your safety. Always use good sense and judgment. When in doubt, stay out!

Got Water?

Are you dealing with water intrusion, leaks, drips or a running toilet? Depending on the situation, the fix may be the responsibility of the Association, an Owner or a neighboring unit. Contact the Office They'll assess the situation and help with actions to resolve the problem.

Employee Holiday Fund

We established a Holiday Fund to show our appreciation to the MSS employees for their dedication and hard work through out the year. All our employees play an important role servicing owners, residents and guests. Let's take this opportunity to show them our appreciation. You are under no obligation to contribute as contributions are voluntary.

We will be accepting donations through the end of January. If you would like to contribute, you may send a check payable to Makaha Surfside Holiday Fund to Hawaii First Inc., Queens Court, 800 Bethel St., Suite 501, Honolulu, HI 96813. Please do not drop off cash to the MSS Office.

All donations will be deposited into a fund to be maintained by Hawaii First. The Makaha Surfside Board of Directors is solely responsible for the distribution of the Holiday funds.

*****House Rules Changes*****

Please note the House Rules changes effective January 2010:

- ✦ **(Replaces #29 in Section G: Common Elements Swimming Pool and Pool Area).** Only U.S. Coast Guard approved safety devices/life jackets are permitted in the pool. Mats, flotation devices, snorkels, swim fins or diving gear, are not permitted in the pool.
 - No noodles
 - No hard balls (such as tennis balls), footballs, etc.
 - No kickboards

Makaha Surfside Move-in Administration Fee Policy

(Effective February 1, 2011)

All owners and tenants must register with the Management Office before they are allowed to move-in. As part of the registration process:

- New unit owners must provide picture identification and a copy of proof of ownership documents
- New tenants must provide picture identification and a copy of their lease agreement.

At the time of the registration, a one-time non-refundable move-in/administration fee will be imposed; \$75 for a move with furniture (unfurnished units), and \$25 for a move without furniture (furnished units)

The fee is intended to cover on-site management's time for account maintenance, registration, common area preparation, and defer collective general "wear and tear" on the property generated by moving activity.

The fee is required at the time of registration and payable to Makaha Surfside AOAO.

The fee is ultimately the responsibility of the unit owner; however, the fee will be accepted from the renter for convenience. It is understood however that the unpaid fee, NSF check (including any fee associated with the NSF) is the responsibility of the unit owner. Unit owners may wish to incorporate this fee into the rental agreement.

The fee must be paid by check or money order made out to Makaha Surfside AOAO. Management or staff is not allowed to accept cash payments.

It is advisable to register with the Office prior to the move-in. Failure to register will result in the fee being added to the Owner's account and will be subject to a House Rules fine.

Should a unit resident be moving into a "furnished unit" and NO furniture whatsoever is being moved into the building, only a \$25 registration fee will be imposed.

The delivery of appliances and/or furniture from an established company is not subject to an administration fee.

A member of the MSS Operations team will inspect the common areas prior to the move/delivery and immediately afterwards confirming no damage has been done by you or your movers/delivery personnel.

If damage does occur to the common areas by the unit resident or the unit resident's designees during a move or delivery, MSS Management will present the unit owner an invoice for the necessary repairs within ten (10) business days or as time permits. It is the owner's responsibility to pay for any repairs invoiced. MSS Management will not seek reimbursement from the unit resident's moving or delivery company. If the move/delivery damage involves a renter, the unit owner will be invoiced and payment will be their responsibility as the unit owner is responsible for the acts of their renter whether intentional or by accident.

Communication of the cost of repair will be provided to both the unit owner and the renter.

Owners need to inform their Real Estate Agent concerning this policy.

Makaha Surfside AOA
85-175 Farrington Highway
Waianae, Hawaii 96792

May 21, 2011

Dear Makaha Surfside Owner,

Please find below a change to the House Rules approved by the Board of Directors May 21, 2011, and effective June 30, 2011.

Definitions

Guest: Any person who occupies an apartment at MSS for more than 72 hours but less than 30 days in any one calendar year, at the invitation of an owner/resident, and who is registered at the Office.

Visitor: All persons who are not residents or guests, and include service or trade representatives and contractors called by a resident or agent.

Guests and Visitors

Guest(s) who are on the Premises are required to be registered at the office. Registration requires a signed authorization form from the owner/agent who shall be responsible for the guest(s).

Owner/agent will be responsible for the conduct and actions of their guests. Guests are allowed access to all common grounds without escort by the resident or owner.

Owner/agent shall be responsible for the conduct of the visitor(s) while on property.

A visitor entering the property at the invitation of a resident will not be permitted entry unless the residing resident is on the property and specifically authorizes the visitor's entry. When a visitor comes to the operations guard station at the entrance of MSS, the resident to be visited will be called to come to the guard shack to approve the visit and to escort the visitor.

Upon entry, all visitors must register at the Operations Guard Station at the entrance of MSS by leaving a valid ID for the duration of the visit to obtain a visitor pass. Visitor visitation times are between 7:00 AM and 11:00 PM.

ALL VISITOR PASSES WILL BE RETURNED ON FINAL EXIT FROM THE PREMISES ON A DAILY BASIS. There will be a charge of \$20.00 for UNRETURNED OR LATE LAMINATED PASSES assessed to the owner/resident. Daily visitor passes must be returned by 11:00 PM and overnight passes by 12:00 noon the following day.

Management will not honor blanket standing authorizations for visitor entry from residents. With prior written authorization from owners, tenants or managing agents, management will permit entry to contractors, cleaning people, and real estate agents, and guests or caretakers occupying an owner's apartment while the owner is absent.

Unaccompanied visitors are not permitted to roam the property, use the recreational areas or other common facilities. The failure of residents to accompany their visitors will result in appropriate action. Visitor vehicles parked beyond 12:00 midnight will be towed at the expense of the owner.

Operating and Parking Vehicles

Vehicles shall not exceed the speed of five (5) miles per hour while driving through the Project.

Makaha Surfside House Rules

SECTION K: FORMS

Owners Information Update Form

Unit Number: _____

Owner(s) Name:		
Last Name:	First Name:	Last 4 digits of SSN:
1)		
2)		
3)		
4)		

Mailing Address:	
Street	
City	
State	
Zip Code	

In Case of Emergency, Contact:		
First Name:	Last Name:	Contact Number:
1)		
2)		

Local Contact Authorized to Handle Unit:	
Name:	
Contact Number:	
Street	
City	
State	
Zip Code	

OWNER'S SIGNATURE:	
Name:	
Date:	

Makaha Surfside House Rules

Residency Authorization Form

Before moving in, this Completed form with authorized signature must be on file with the Office and a copy shown to the Operations Guard at the Front Entrance.

Unit Number: _____ Expected Move in Date: _____
 Departure Date: _____

Check Box as applicable: Guest Resident

Guest/Resident(s) Names		
First Name:	Last Name:	Contact Number:
1)		
2)		
3)		
4)		
5)		
6)		

In Case of Emergency, Contact:		
First Name:	Last Name:	Contact Number:
1)		
2)		

Acknowledgement of Receipt of House Rules:	
Resident(s) Signatures:	Date:
1)	
2)	

Owner or Rental Agent Information:		
First Name:	Last Name:	Contact Number:
1)		
2)		

For Office Use Only

Approved By: _____	Date: _____
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Resident Vehicle Information:			
Lics #	Make/Year	Decal #	Stall #

Note: If more than one vehicle, additional stalls will need to be rented

Makaha Surfside House Rules

Pet Authorization Form

It is required by the By-Laws and the Board of Directors that all pertinent information be provided and maintained on file for administrative purposes. Please mail or fax the completed form to the Makaha Surfside Office. Please notify the office of any changes. Thank you.

Request Date: _____

Resident Name: _____ Unit #: _____

Phone Number(s) _____

Type of Pet:		Breed:	
Color:		Weight:	
Pet's Name:			
Registration #:			
Vet's Name:			
Vet's Phone #			

Need to know information about the pet: _____

Resident Signature: _____ Date: _____

For Office Use Only

Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	By: _____ Date: _____
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Makaha Surfside House Rules

Work Request Form

Request Date: _____

Name: _____ Unit #: _____

Phone Number(s) _____

Nature of Work

(if construction is requires, please submit drawings and/or plans)

Primary Contractor(s): _____ Phone #: _____

License # _____

Secondary Contractor(s): _____ Phone #: _____

License # _____

Est. Days of Construction: _____ Require Water Shut-off? _____

Disclosures:

1. Coordination and approval of all remodeling projects with the Board is required.
2. Under no circumstances may common elements or common utility lines or windows be altered without specific approval from the Board or designated agent.
3. Work hours are Monday-Saturday 8:00-4:00 with no work on Sundays.

*****For Office Use Only*****

Approved: Date: _____
Rejected: Date: _____

Makaha Surfside House Rules

MEETING ROOM RESERVATION AGREEMENT

NAME:

UNIT #:

DATE OF FUNCTION:

PURPOSE OF FUNCTION:

NO. OF GUESTS:

BEGINNING TIME: a.m./p.m.

ENDING TIME: a.m./p.m.

RULES AND REGULATIONS:

1. Residents requesting the meeting room must complete a request form and provide it to the Makaha Surfside Office at least three (3) days prior to the event. Reservations may be made no earlier than one (1) month in advance. All requests require approval of the Office Manager. The Office Manager may make recommendations, propose alternatives, or deny certain activities or proposals prior to authorization being granted. Association meetings and events shall take precedence on the meeting use schedule.
2. Reservations cannot be made for the following holidays: New Years Eve and New Years Day, Memorial Day, Independence Day, and Labor Day.
3. A maximum of one (1) BBQ grill may be reserved with each request.
4. A maximum time of four (4) hours is allowed for reservations; may be extended if no other functions are scheduled for the day. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 9:00 p.m.
5. A \$25 use fee and a refundable \$100 security deposit are to be paid prior to access to the room. It is the responsibility and obligation of the resident host remove all trash and to leave the premises in a clean and undamaged condition. If the condition of the room is unsatisfactory, the security deposit will be reduced or forfeited.
6. The resident host is responsible for the conduct of his or her guests and for any damage caused by the guests.
7. The use of glassware, bottles, ceramics, chinaware, or other breakables in the room is prohibited. Used paper cups, plates and plastic tableware shall be deposited in trash receptacles.
8. Smoking and alcohol is prohibited.
9. Political fund raising, religious rallies or commercial activities will not be authorized.
10. The Makaha Surfside Office management reserves the right to terminate the function at any time due to non-compliance with the above rules and regulations or non-compliance of the Makaha Surfside House Rules.

Makaha Surfside House Rules

Accepted By (Resident Host): _____

Date: _____

Authorized By (MSS Office): _____

Date: _____

\$25 Use Fee Paid: _____

Check #: _____

\$100 Security Deposit Paid: _____

Check #: _____

Makaha Surfside House Rules
Meeting Room Security Deposit Checklist

Please review the following information carefully. The return of your refundable security deposit depends on your cooperation and compliance of the conditions of use listed in our policies and outlined below.

The purpose of this form is to assure that the resident host understands that he/she must leave the room in the same condition as it was received and also begin and end the function at the approved times. The resident host is responsible for the cleaning of the room, which includes the placement of all trash in trash receptacles, the clearing of all tables and surfaces of debris and removal of all outside equipment, supplies and decorations. Failure to abide by these policies will result in the forfeit of all or a portion of the security deposit.

NAME: _____ UNIT #: _____

DATE OF FUNCTION: _____

BEGINNING TIME: _____ a.m./p.m.

ENDING TIME: _____ a.m./p.m.

To be completed at the beginning and end of each function by Operations Staff.

- / Trash and trash cans/bags removed.
- / Tables and surfaces clean.
- / Outside items removed.
- / Décor and supplies removed.
- / Floor is free from spills/debris.
- / Room and contents are free from damage.

Failure to abide by these conditions of use will result in the forfeit of all or a portion of security deposit.

Resident Host: I (We) have read and understand the above policies.

Resident Host Signature: _____

House Rule Changes

Please note the following House Rules changes effective August 1, 2014.

Rental fee for the kayak/surfboard racks located in A and B buildings.

The fee per storage rack will be \$10.00 per month or \$100.00 per year. Owners and/or tenants of MSS interested in renting a storage rack must come to the office and register your kayak or surfboard.

Changes to the Makaha Surfside Authorization form.

A section has been added to the Makaha Surfside Authorization Form requesting your transient accommodation and GE license numbers if you rent your unit out for less than 180 days.

Revision to Section #2 of the Pet Policy.

Existing section: 2. **Exception** – Reasonable exceptions will be made for those residents who are disabled and establish through medical proof that the resident requires a trained service animal (e.g. a Seeing Eye dog). Evidence of the pet's special training shall be provided at the time of registration. All other pet rules shall apply and be enforceable for said special trained service animal

New Language: 2. **Exception-Reasonable Accommodations** for Service Dogs under ADA rules and assistance animals under FHA and HUD rules.

No permanent resident Service Dog or assistance dog shall occupy the MSS complex until a request for reasonable accommodations has been made and granted to the animal and has been identified by photo ID. All assistance dogs shall comply with the MSS pet rules except for the reasonable accommodation that was granted (ie large dog or need to use common areas) or other issues allowed under HUD rules. Service Dogs may have limits on use of the common areas if the owner's disability does not require assistance in those areas. Note comfort dogs and therapy dogs are not Service Dogs. Service Dogs and assistance animals can be removed from the MSS complex if they become a nuisance or there is an issue of health and safety or liability to the MSS.

Reasonable accommodations shall be granted to Service Dogs under the ADA rules which state the following: Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's

disability. Dogs whose sole function is to provide comfort or emotional support do not qualify as service animals under the ADA.

Reasonable accommodation to assistance animals shall be granted under the FHA and HUD rules as following: An assistance animal is not a pet. It is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals perform many disability-related functions, including but not limited to, guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support. Housing providers are to evaluate a request for a reasonable accommodation to possess an assistance animal in a dwelling using the general principles applicable to all reasonable accommodation requests. After receiving such a request, the housing provider must consider the following:

(1) Does the person seeking to use and live with the animal have a disability — i.e., a physical or mental impairment that substantially limits one or more major life activities?

(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

If the answer to question (1) or (2) is "no," then the FHAct and Section 504 do not require a Reasonable accommodation.

The animal can also be denied if an undue financial and administrative burden or would fundamentally alter the nature of the housing provider's services.

The request may also be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

The reasonable accommodation to allow a service dog or an assistance animal in a residential unit in the MSS is the responsibility of the unit owner or agent. The management of the MSS will only make a reasonable accommodation if there is a need for dog or animal to have a variance to the MSS pet policies (ie large dog, or access to common areas).

Anyone requesting a reasonable accommodation shall submit a written request to the MSS operations manager stating why they need a reasonable accommodation to a MSS pet rule (ie large dog). The request should contain information as to the disability if not known.

Documentation stating the disability affects a life function and the need for an animal to correct the life function. A doctor's letter can aid in this documentation. Documentary statement that the animal is trained for the life function or what service function does the animal actually perform to correct one of more life functions

The operations manager of the MSS will review the written request to determine if the reasonable accommodation needs to be granted. The manager may request additional documentation or contact the doctor to verify the need (ie therapy dog for a health problem which is not a disability of life functions, which would not qualify it as a reasonable accommodation, or is there a need for a true assistance dog that performs a true service that corrects a life function and has this dog shown it can perform these functions). If all the information has been received by the MSS operations manager. The manager shall inform the applicant within 10 days of the outcome and any restrictions placed on the accommodation.

If the reasonable accommodation is denied by the MSS operation manager the applicant may request the MSS board of directors review the request and submit any addition documentation within 10 days. The board of directors shall make a final determination with 15 days

