

Waiakea Lagoon View Apartments House Rules

PLEASE READ AND ADHERE TO ALL OF THE WAIAKEA LAGOON VIEW APARTMENT (WLV) HOUSE RULES, FOR THE SAFETY AND ENJOYMENT OF YOUR FAMILY AND FELLOW RESIDENTS. A RESIDENT MAY BE EVICTED FOR FAILURE TO COMPLY WITH THE HOUSE RULES.

The Resident Manager will issue citations to residents who violate the House Rules. An appeal may be made in writing to the Landlord. Three House Rule violations are grounds for eviction. Certain Violations involving criminal acts will be cause for immediate termination and removal.

WE ASK ALL RESIDENTS TO REMEMBER THAT THEY HAVE NEIGHBORS. PLEASE BE CONSIDERATE OF OTHERS AND RESPECT THEIR RIGHTS TO LIVE IN A PEACEFUL, CLEAN AND PLEASANT ENVIRONMENT.

Be especially mindful of the following most violated House Rules:

NOISE AND DISTURBANCES

30. **You will not make or permit any loud noises, talking, music inside or outside of the apartment by your household or guests at any time.** Unreasonable conduct such as loud talking or yelling, fighting, and other disorderly conduct and similar acts will not be tolerated.

31. **Quiet hours shall be from 10:00 p.m. to 8:00 a.m. from Sunday to Thursday and 11:00 p.m. to 8:00 a.m. on Fridays and Saturdays.** At such times, the volume of all radios, television, stereos, and loud conversation shall be kept to a minimum.

OCCUPANCY

23. Unit occupancy shall be limited to only the persons listed in the Rental Agreement.

24. **Guests staying past midnight shall register with the Resident Manager by writing the names of said guests on a sheet and depositing said sheet into the drop box at the office if no one is at the office.**

A guest is defined as any person not listed as a resident in that unit, whether or not he or she may be a resident in another unit. Tenant will be assessed \$15.00 per night per guest for this failure to register with the Resident manager.

Residents may not have guest for longer than 24 hours without written permission of the Resident Manager.

Tenant is allowed to have a registered guest stay more than 24 hours by a payment of \$5.00 per night for no more than 7 days (payable in advance). From the 8th to the 14th night, the charge shall be \$10.00 per night. From the 15th to the 21st night, the charges shall be \$15.00 per night. From the 22nd to the 30th night, the charge shall be \$20.00 per night. No guest can stay for more than 30 days.

An unregistered guest shall pay \$15.00 per night.

GENERAL RULES

1. *The Resident Manager, reporting to the Owner is responsible for acting on behalf of the owners to ensure the best interests of Waiakea Lagoon View Apartment (WLV) residents to make it an attractive place to live. Besides the Owners, the Resident Manager, therefore will have on-site control over noise, litter, and House Rule violations.*

2. *Residents, their families and guests are subject to all Municipal, County, State and Federal laws. Illegal activities or disturbances of any kind will be reported to the proper authorities, and may result in immediate termination of your rental agreement. A few common examples of improper conduct are:*

The consumption of alcoholic beverages in public areas at any time.

The consumption of alcoholic beverages by a minor.

Illegal drug use, including marijuana,
ANYWHERE on the property at any time. Fighting or any violent act
anywhere on WLV property.

3. **ALL POLICE ACTIVITY AT WAIAKEA LAGOON VIEW APARTMENTS WILL BE REPORTED TO THE RESIDENT MANAGER.**

4. *You are responsible for the reasonable conduct of your guests at all times. Call the Resident Manager if your uninvited or disorderly guests violate any of the House Rules.*

5. No disruptive activities, yelling, obscene or abusive language or behavior will be allowed at any time.

6. Sidewalks, passages, and stairways are part of the common areas and must not be obstructed or used for any purpose other than the ordinary comings and goings of residents and guests.

7. No soliciting or canvassing on WLV property.

8. No littering on the grounds, driveways, parking areas, stairways, etc. This includes cigarette butts, wrappers, cans, and any other type of rubbish.

9. No refuse, trash cans, or wastebaskets will be allowed outside of the units at any time. Common areas should be kept clean at all times. All trash and litter shall be properly bagged and disposed of in the dumpster.

10. To help control rising costs and increases in rent, please help to conserve electricity, gas and water. Do not waste these resources. Please report any leaks or necessary repairs to the Resident Manager immediately.

11. **NO PETS ALLOWED WITHOUT THE EXPRESS CONSENT OF THE LANDLORD.** No dogs, cats, or other animals will be allowed anywhere in your unit or WLV premises unless first obtaining the consent of the Landlord. The Landlord has absolute discretion on whether or not any tenant may keep a pet in his or her unit. Landlord may also revoke this permission to allow a pet to be kept in a unit at any time for whatever reason. If the revocation is based on a neighbors complaining of uncontrolled noise such as constant barking, said pet must be removed within 24 hours. Guests are not allowed to bring their animals onto the property at any time.

12. No clothing, towels, brooms, signs, etc. will be allowed in front of the units, on lanais, or hanging over balcony railings. No clotheslines will be allowed in the lanai or balcony areas.

13. Open fire, hibachi or barbecues (including gas and propane stoves) are prohibited anywhere on WLV premises except in open grounds outside of the apartment complex or in designated areas approved by the Resident Manager.

14. Damages caused to cars, buildings, landscaping and public areas shall be the responsibility of the person causing the damage. The Landlord is not liable for damages to vehicles in the parking lot except for gross negligence.

15. No flammable oils or fluids, such as gasoline, kerosene, or similar items shall be permitted in the units or the property.

16. **NO FIREWORKS, EXPLOSIVES, OR PUBLIC DISPLAY OR DISCHARGE OF FIREARMS OR BB GUNS SHALL BE PERMITTED ON PROPERTY AT ANY TIME.**

17. Residents will be held responsible for any damages to their units due to their own negligence or carelessness. Units and lanais must be **THOROUGHLY** cleaned upon vacating the premises.

18. The use of nails, screws, bolts, masking tape, scotch tape, etc. on common areas and fixtures are prohibited. If you desire to hang pictures, paintings or mirrors, you must first obtain permission from the Resident Manager and upon termination of the lease, you must consult the Resident Manager to see if the holes must be filled in and painted at tenant's cost or left in place for the new tenant to use.

19. No installation of antennas of any kind without the written permission of the Resident Manager will be allowed.

20. *You may not install any additional large appliances (i.e. air conditioners, 2nd refrigerators, freezers, etc.) at any time. Permission may be*

granted to those who pay their own electric bill and pay for the installation that will include proper measures to control the water discharge. Those tenants whose electric bill is included in the rent, may install one by depositing an amount set by the Landlord. Said deposit shall be replenished every month for the amount of electricity used the previous month that exceeds the maximum allowance for electricity charges for tenant's unit.

21. Residents shall be responsible for cleaning their respective windows in their unit whenever dirty. If the tenant fails to clean the window within 48 hours when given notice by the Resident Manager to do so, WLV will assess tenant a minimum fee of \$25.00 to do so.

22. Games and sports must not be played on the property. Skateboarding, roller-skating, bike riding, ball playing, etc. are not allowed anywhere on the property at any time except for designated areas. Please use the nearby state park and sports areas.

OCCUPANCY

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24. Guests staying past midnight shall register with the Resident Manager by writing the names of said guests on a sheet and depositing said sheet into the drop box at the office. A guest is defined as any person not listed as a resident in that unit, whether or not he or she may be a resident in another unit. Tenant will be assessed \$15.00 per night per guest for this failure to register with the Resident Manager.

Residents may not have guests for longer than 24 hours without written permission of the Resident Manager. Tenant is allowed to have a registered guest stay more than 24 hours by a payment of \$5.00 per night for no more than 7 days (payable in advance). From the 8th to 14th night, the charge shall be \$10.00 per night. From the 15th to the 21st night, the charge shall be \$15.00 per night. From the 22nd to the 30th night, the charge shall be \$20.00 per night. No guest can stay for more than 30 days.

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25. An additional permanent person that may subsequently be added to occupy the unit provided that said rate is negotiated with the Landlord in advance.

26. *At no time shall the occupancy of any unit exceed four persons. Special disposition may be given to allow two additional children to occupy a two bedroom apartment only with the consent of the Landlord and only at an extra charge set by the Landlord. At no time shall the occupancy of a two bedroom apartment exceed that as called for in the Agreement. A violation of occupancy shall result in an*

immediate termination as will an extra charge per the rates set forth above in Rule 24.

27. No business or commercial activities may be operated out of residential units, unless first receiving the consent of Landlord. Consent may be given only after assurance that said business meet proper governmental regulations and does not involve hazardous materials.

28. No building modifications, additions, or alternations to the original design of the apartments will be allowed without prior written authorization from the Landlord.

29. The Resident Manager reserves the right to enter any apartment without prior notice in the event of an emergency. Normal inspections and non-emergency repairs require the consent of the occupancy and 24 hour written notice, prior to entry.

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31. Quiet hours shall be from 10:00 p.m. to 8:00 a.m. from Sunday to Thursday and 11:00 p.m. to 8:00 a.m. on Fridays and Saturdays. At such times, the volume of all radios, television, stereos, and loud conversation shall be kept to a minimum.

32. Arrivals and departures of residents and guests are to be kept quiet and orderly.

33. No congregating in common areas in such a manner as to cause a disturbance.

34. Excessive noise or disturbances AT ANY TIME will be reported to the Resident Manager or Police immediately for appropriate action. Landlord shall have the absolute discretion over what constitutes excessive noise or disturbances.

NOTE: **Fighting and/or domestic violence or disturbance WILL NOT BE TOLERATED**, and may be cause for the immediate termination of your rental agreement. Any non-emergency complaint should be submitted in writing to the Resident Manager. Names of complainants are kept in strict confidence.

FOR SAFETY AND HEALTH REASONS

35. There will be no smoking within the apartment unit at all times.
36. Footwear must be placed INSIDE the unit. No slippers, sandals, shoes, boots, etc. may be left in the hallways or walkways at any time.
37. No furniture or personal items may be left on the walkways at any time. Fire Department regulations demand that walkways and stairwells be kept clear at all times.
38. DRIVE VERY SLOWLY AT ALL TIMES ON PROPERTY. Children must NEVER be allowed to play in the parking areas. PLEASE AVOID THE POSSIBILITY OF A SERIOUS ACCIDENT.
39. Toys, bicycles, etc. must not be left outside the apartments. Items left outside will be confiscated by the Resident Manager. Bicycles may be parked and locked in the area designated by the Resident Manager.

PARKING AND DRIVEWAYS

40. Each one bedroom unit is allowed one parking space on a first come first serve basis in any open stall except for those marked reserved. A two bedroom unit is allowed two parking spaces. All cars must be registered with the Resident Manager and any vehicles not registered will be towed away at the vehicle owner's expense. Extra parking space is available for a small monthly fee.
41. *No parking shall be allowed in the driveway entrances or exits, grassy areas, between the buildings and in the "No Parking" areas or in spaces marked "Reserved" or "Office" at any time.*
42. The parking area shall not be used for storage of parts and/or any non-operating vehicle.
43. You shall not make any repair work to your vehicles except in cases of emergency without the expressed permission of the Resident Manager.
44. You will be responsible for cleaning any oil, gas or any other leaks to the parking area caused by your vehicle.
45. The Management may remove or tow away, with notice, any vehicle improperly parked on property or unregistered with WLVA. The owner of said vehicle will be charged for the expense of towing if the Owner fails to comply with said notice.

LAUNDRY ROOM

46. Laundry must not be left unattended in any machine.
47. If resident is unfamiliar with the proper operating procedures for the equipment, instructions are located on each machine. Please read and follow them. For further instructions, contact the Resident Manager.
48. Damaged or inoperative equipment should be reported to the Resident Manager immediately.
49. Leave washers, dryers, and laundry room in a clean and orderly condition.
50. The Management is not responsible for lost clothes, money or damages, etc.
51. The laundry room is not a recreation area. No loitering is allowed.

HELP CONSERVE UTILITIES! PLEASE USE COLD WATER CYCLES WHENEVER POSSIBLE.

SANITATION RULES

52. Feeding of Stray Animals (especially cats), ducks and birds on the premises is forbidden.

Tenants shall not feed or place any type of food for stray cats or for any fowl, including birds, anywhere on the property, including the parking lot. This rule is made to prevent disease from occurring from their wastes or from their physical bodies.

Violations will result in an eviction notice. Anybody placing food in the parking lot or next to the building will be given one warning. The second violation may result in the termination of your lease.

Tenants are encouraged to feed the ducks across the street in the State park or pond.

53. No spitting.

Any tenant or guests of tenants caught or seen spitting from the balcony or the stairways or on the premises near the building will result in one warning from the Resident Manager and the second violation may result in an immediate termination notice and eviction according to the law.

54. *No Littering of trash or cigarette butts.*

If a tenant or a tenant's guest is seen littering or discarding cigarette butts on the grounds of our apartment complex, the tenant will be subject to an eviction notice and/or assessed a fee for clean up.

RESIDENT MANAGER

The Resident Manager is not responsible for taking personal telephone messages or receiving packages for residents. However, he has the discretion to do so under certain circumstances.

All complaints should be directed to the Resident Manager, in writing. Anonymous complaints will be disregarded. Names of complainants will be held in strictest confidence.

IN CASE OF EMERGENCY, CONTACT THE RESIDENT MANAGER AT (808) 840-9316 or at the office or Apartment 33 in Park View.

Your Kokua is appreciated.

MAHALO!!!