



HALE MAKANA O NANAKULI HOUSE RULES

Unit #: «apt nbr only»

The House Rules outline the services provided by Mark Development, Inc. (Landlord), as Agent for the Owner (Borrower), and the conduct expected of the residents (Tenants). The purpose of these House Rules is to ensure the quiet enjoyment for all Tenants residing at the complex and to provide guidance in procedures for Tenants to follow.

House Rules apply to Tenants, all members of the Tenant's household, their guests and visitors. By signing the House Rules, the Tenant accepts responsibilities outlined in the House Rules which are a part of the Lease Agreement. These rules are designed for the health, safety and welfare of the Tenants. It is the policy of the Landlord to enforce all violations of the rules without question of extent or severity of the violation. Repeated violation of the House Rules may be grounds for termination of the Tenant's Lease.

It is the policy of the Landlord to comply with the Civil Rights Acts of 1964 and 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any legislation protecting the rights of individuals. In accordance with Section 504, Landlord will make reasonable accommodations for individuals with handicaps or disabilities.

COMPLAINTS OR GRIEVANCES:

1. Contact the Resident Manager first to register your complaint or concern.
2. If you are unable to reach the Resident Manager to resolve your complaint, contact Mark Development, Inc. All complaints will be kept confidential.

A. ACCESSIBLE UNIT:

1. Tenant understands that if (s)he is residing in an accessible unit designed for the mobility impaired, the Tenant must move to another unit within the same complex within 30 days of being notified of the need for the unit by a person who requires the accessibility features.
2. The Landlord will be responsible for reasonable costs of the move to another unit, including the transfer of phone, electric and cable services.
3. The Tenant understands that if (s)he refuses to move, the Landlord may take action to require that (s)he move, including possible termination of the Lease.

B. ALCOHOL AND DRUGS:

1. Drinking alcoholic beverages on the common grounds is not permitted. The common grounds are defined in Paragraph F.
2. The use of, manufacturing of, or selling of any drugs by Tenants, their guests or their visitors anywhere on the premises is in violation of Federal, State or County laws and is cause for immediate

eviction. Law enforcement will be notified. Landlord observes a strict no-drug policy. Tenants have a responsibility to IMMEDIATELY report the use of drugs at the site.

3. A medical marijuana permit is not recognized as an acceptable reason for smoking marijuana, or the use of, manufacturing of, or selling of illegal drugs.

C. BBQ

1. BBQ: If a BBQ is installed, Tenant is responsible for cleaning the BBQ after each use. Deposit ash in Hot Ash Receptacle provided. DO NOT DEPOSIT HOT ASH IN RUBBISH BINS or throw outside of the property lines. Tenant is responsible for depositing rubbish in containers provided after use of BBQ Area.
2. Reservation: The BBQ will be reserved based on the order of the request received. A reservation notice will be posted. Tenants should see the Resident Manager to reserve the space.
3. Hours of Use: Between **8:00 a.m. and 8:00 p.m.**
4. Permitted Use: Tenant Association meetings and Tenant potluck/gatherings.
5. Who Can Use: Use of the BBQ is limited to Tenants (registered members of the household). The Tenant responsible for use of the facility must be an adult (18 years or older) and must be present during the event.
6. Restrictions: House Rules apply. No smoking, alcoholic beverages or drugs allowed.
7. Cleaning: The Tenants using the BBQ are responsible for cleaning the area after its use. The floor should be swept (and mopped if needed) and all surfaces wiped. All trash must be taken to the rubbish bins.
8. Personal Items: Use of the BBQ is at your own risk. Collect belongings when you leave. Landlord is not responsible for lost or stolen items.

D. BULLETIN BOARDS:

1. Bulletin boards in the laundry area are used to post information pertinent to the housing site.
2. Notices soliciting businesses of any nature, posters or flyers that do not relate to the housing site or community activities shall not be posted on the bulletin boards.
3. Standard notices that will be posted include: USDA Equal Housing posters, Office Hours and Emergency Contact phone numbers, Rent Collection Procedure, Grievance Procedure, Affirmative Fair Housing Marketing Plan, Rent Schedule, and Proposed and Approved Rent Notices.

E. CARE OF APARTMENT UNITS: Tenants are expected to observe the following rules for the care of their apartment units.

1. Adverse Materials: A Tenant who uses materials which may adversely affect another Tenant's health or deny another Tenant quiet enjoyment must cease using those materials. (Example: pest control sprays, bongo drums, etc.)
2. Appliances: Tenants shall maintain appliances so that they work properly. All items that constitute a fire hazard or encourage pests in the unit, including grease on the stove and hood, back splash, floor and countertops, should be wiped clean. Any item that might damage the burners or could be a fire hazard should not be placed on the stove top. Do not store any items with plastic parts, fabrics, or other flammable items in the oven. Air vents in the refrigerator and freezer should not be blocked to allow for cold air to circulate properly. Appliances installed by Landlord within the apartment shall not be replaced with another appliance provided by the Tenant.

3. Floors and Walls: Carpet tack strips, adhesive shelf paper, nails and adhesive hooks shall not be used in the apartment. Damage caused by the removal of these articles shall be charged to the Tenants, including carpets that stain the floor or leave glue on the floor after removal.
4. Electrical Panel: DO NOT BLOCK ACCESS TO YOUR ELECTRIC PANEL, the 24-inch rule applies! No storage boxes or other obstructions should be placed within 24 inches of the panel box. Call the Resident Manager if you are having electrical problems.
5. Flooring: Floor must be cleaned frequently to maintain their condition. Guidance will be provided for the care of the flooring material.
6. Garbage Disposals: The water in the kitchen sink **MUST BE RUNNING** when the disposal is used so that the ground up food can be carried to the main pipes. Repairs that are made due to the misuse of the disposal, including overflowing sinks in the apartment or that create a problem in an adjacent or lower unit, shall be charged to the Tenant who caused the problem.

Foods prohibited from being thrown into the disposal: bones, fish skin or scales, onion and garlic skins, flour, rice or corn starch or similar type items that may create a “concrete-like substance” or any large amounts of food at one time. The disposal must be run at least once a week in order to prevent it from “freezing”. For items that cannot be ground in the disposal, or if there is no disposal, put food items in plastic bags and tie them securely. Food items may also be frozen in empty milk cartons, then place in the rubbish bins the morning of rubbish pickup or the evening before.

7. Hazardous Materials: Tenants may not use, bring into the building or on to the property, any flammable oils, fluids or articles that may be deemed hazardous to life, limb or property. Examples: lighter fluid, fire starters, gas, gas tanks, kerosene lanterns, WD40, etc.
8. Household Pests: Ant and roach control are Tenant’s responsibility. Tenants with pest problems should (1) clean the apartment of food sources for the pests; and (2) purchase ant or roach traps. Food items should be covered, stored, or bagged and put in the rubbish bin to discourage pests.
9. Power & Usage: Unless Landlord gives advance written permission in each and every instance, Tenant shall not install or operate in or on the premises:
 - a. Freezers, additional refrigerators, washers, dryers, dishwashers or other major appliances;
 - b. Air conditioners.
10. Plumbing: The toilet, sink, and disposal shall not be used for any purpose other than that for which they were constructed. Oil, grease, wipes, liners and pads, feminine hygiene applicators, diapers, etc. should not be disposed of in toilets, sinks or tubs. Toilets should be cleaned regularly for the health of Tenants as well as for maintenance personnel who have to do repairs on them. If repairs are required to remove foreign items found in toilets, sinks, tubs, or disposals that cause water to overflow or back up in the unit, adjacent or lower units, the cost of the repair as well as the cost of damages to adjacent units shall be charged to the Tenant causing the problem.
11. Smoke Detectors and Fire Sprinklers: Smoke detectors and fire sprinklers in all apartments are installed for all Tenants’ safety. Tampering with either of these fire-safety devices is a violation of the House Rules that may result in the termination of the Tenant’s Lease. Removing the battery from smoke detector or touching the sprinklers is considered “tampering”. If a smoke detector is beeping, please call the Resident Manager immediately to replace the battery or the smoke detector. Call the Resident Manager immediately for any problem with sprinklers.
12. Tenant Insurance: Owner’s insurance will cover damages to the complex and apartments, but will not cover a tenant’s personal items. Landlord recommends that Tenants obtain their own insurance to cover damages to personal items in case of water damage, fire, etc.

13. Utilities: Conserve resources when possible. Please turn off lights and appliances that are not in use or when you are absent from the apartment. Additional utility costs due to water left running will be charged to the Tenant.
14. Windows: Tracks should be wiped clean of dust, bugs, etc. for windows to slide properly.
15. Window Coverings: Instructions to keep blinds clean will be provided and must be followed.

F. COMMON GROUNDS: Common areas are defined as the area within the complex that can be used by all Tenants such as parking lots, laundry rooms, sidewalks, walkways up to a unit, yard, etc. The inside of an apartment is NOT common area.

1. Each Tenant is responsible for the cleanliness of the walkway and lanai fronting the unit.
2. Walkways shall not be obstructed or used for any purpose other than for entry and exit. Clothes, towels, mops, brooms, toys, shoes, or slippers, plants, chairs or any other such items may not be placed in the common walkway. Acceptable in the lanai are (ground floor units, only) are: two chairs and plants in pots (with dishes under them). Chairs and plants must not obstruct access to the unit or be trip-hazards. Rugs are acceptable on ground and upper floor units, but must not be trip-hazards. Landlord has the right to request the removal of items at their discretion.
3. Rugs, drapes, mops or any other items shall not be dusted or beaten on the walkways or access ways, nor shall dust, rubbish or litter be swept from any apartment into the walkways.
4. Laundry should not be hung to dry anywhere outside the unit.
5. There shall be no spitting or throwing of items out of windows or doors into the building areas or other common areas.
6. No signs, name plates or other such identification may be affixed or inscribed on the exterior doors, buildings or premises by Tenants.
7. Any damage to the building or project property, whether caused by accidental or deliberate action, such as graffiti, holes in walls, tampering with lighting, heating, water or fire safety apparatus, shall be charged to the Tenant for actions caused by the Tenant or their guests and visitors.
8. No radio, T.V. antenna or satellite devices shall be affixed to the building or installed by the Tenant outside of their respective apartments.
9. Any items, including vehicles and bicycles, left unattended in a common area shall be deemed to have been abandoned and shall be disposed of by Landlord thirty (30) days after item has been found, unless a claim is made by the owner to Landlord. A storage fee of **\$20 per day** plus a disposal and/or labor charge will be assessed for all abandoned items.
10. "Garage" or moving sales are not permitted on the premises, except as project-sponsored events.
11. Fireworks are not permitted on the premises.
12. Loitering is not allowed on the premises.
13. Solicitation and unwarranted calls are not allowed on the premises.
14. No parking or driving on the lawn or sidewalks. Exception may be made by Landlord for renovation or repair work being done on the property.
15. Tenants should cooperate with keeping the complex free of litter. Please dispose of litter in trash cans.

G. COMMUNITY CENTER – USE OF FACILITY

1. Reservation: The Resource Center is reserved based on the order of the request received. A reservation notice will be posted. Tenants should see the Resource Center Coordinator for rules and to reserve the space.

2. Hours of Use: Between 8:00 a.m. and 9:00 p.m.
3. Permitted Uses: Tenant Association meetings.
4. Who Can Use: Use of the Community Room is limited to Tenants (registered members of the household). The Tenant responsible for use of the facility must be an adult (18 years or older) and must be present during the event.
5. Restrictions: House Rules apply. No smoking, alcoholic beverages or drugs allowed.
6. Cleaning: The Tenants using the Community Room are responsible for cleaning the area after its use. The floor should be swept (and mopped if needed) and all surfaces wiped. All trash must be taken to the rubbish bins.
7. Personal Items: Use of the Resource Center is at your own risk. Collect belongings when you leave. Landlord is not responsible for lost or stolen items.

H. EXTENDED ABSENCES AND ABANDONMENT:

1. Notice of Extended Absence. A Tenant must notify Landlord in writing if all members, or if the head of the household, is absent from the site for more than **3** consecutive nights.
2. Limits on Extended Absence. A head of household may not be absent from the housing site for longer than **60 consecutive days**, or **180 days if the absence is due to medical reasons**, without losing the right to tenancy in the unit. If households exceed the limit for absences, Landlord will take appropriate legal action, including termination of assistance and eviction. A household may request in writing to have a longer absence approved, but only if there are extenuating circumstances.
3. Abandonment. If Landlord does not receive notice from the head of household of an extended absence, Landlord shall consider the household to have abandoned the unit if Landlord believes the unit has been unoccupied for **20 or more consecutive days**; and/or the household's rent is past due and the household has not acknowledged or responded to demands for payment or notices to contact Landlord.
4. Inspection and Notice. If the Resident Manager or Landlord considers that a unit may be abandoned, 48 hours' notice will be given by posting a notice on the door of the unit that it will be inspected to determine if it is abandoned. Any further notices of abandonment will be sent to the last known address of the Tenant.
5. Legal Action. If household members do not respond to Landlord's written notice of abandonment within **10 days** of the date of the notice, Landlord will take appropriate legal action, including termination of assistance and eviction.
6. Storage and Disposal of Abandoned Property. In the event a unit is deemed to have been abandoned by a Tenant, or if a Tenant has vacated and left items in the unit after moving out, the Resident Manager or Landlord's staff will take a written and photographic inventory of items left in the unit. The Tenant will be given thirty (30) days written notice to claim their possessions. Any items not claimed at the end of the 30 days shall be disposed of by Landlord. A **\$20 per day storage fee plus charges** for Landlord's time to inventory and dispose of abandoned items will be charged to the Tenant.

I. GUESTS:

1. Only persons listed on the Tenant Certification as members of the household may reside in the unit, **all others are considered unauthorized persons**. It is a violation of the Lease for unauthorized persons to be living in the unit and subject to termination of the Tenant's Lease.
2. Tenants are responsible for all actions of their guests and visitors.

3. A Tenant household may have a guest(s) up to a limit of **seven (7) consecutive nights** in one (calendar) month, provided that:
 - a. The total number of occupants does not exceed the occupancy limit for the unit. The occupancy limits are defined as a total of 3 people in a 1-bedroom unit, 5 people in a 2-bedroom unit, 7 people in a 3-bedroom unit;
 - b. The Tenant gives written notice to the Resident Manager or Landlord **one week prior** to the visit;
 - c. Requests for extended stays may be made in writing to Landlord for special, extenuating circumstances **one week prior** to the visit. Extended stays require the approval of the Executive Director;
 - d. Unused days cannot carry over to the following month or be accumulated.

J. HARASSMENT: Harassment from Tenants (and their guests) or Landlord (and their representatives) will not be tolerated. Tenants should receive fair and equal treatment from staff; staff should receive the same courtesy from Tenants; Tenants should receive the same courtesy from other Tenants. Tenant's lease, or employment in the case of an employee, may be terminated due to:

1. Verbal harassment which may include innuendos, name-calling, and other language that makes people uncomfortable or interferes with quiet enjoyment;
2. Physical confrontation which may include inappropriate body gestures;
3. Overt or implied threats, including those of a sexual nature;
4. Inappropriate attire that can be construed as deliberate sexual harassment, such as open trouser flies, see-through blouses, or unbuttoned shirts.
5. Invasion of privacy, including taking photos without permission, eavesdropping on others, deliberately situating oneself to be in someone else's way.

K. INTERIORS:

1. Access Path: There should be an unblocked 36-inch wide access path from the front door into the unit and throughout the unit.
2. Plants: Plants that are within the unit shall be placed in pots with saucers under the pot to contain excess water. The excess water must be emptied frequently to discourage the growth of mosquitoes.
3. Stored Items: Stored or stacked items at a height that creates a safety hazard must be removed.
4. Windows: No furnishings should be blocking the windows, or rising above the bottom windowsills of each room, for access to or for exiting the unit in case of emergency.

L. EXTERIORS:

1. Exterior Surfaces: Carpet tack strips, adhesive shelf paper, nails and adhesive hooks shall not be used. Damage caused by the removal of these articles shall be charged to the Tenants.
2. Permitted Items: The walkway is a common area. Therefore nothing shall be placed in the walkway.
3. Hanging: No hanging plants, chimes, or any other items shall be hung on the exterior of the building.
4. Prohibited Items: Mops, brooms, boxes, racks, and any hung articles, including clothing, towels, bedding or tarps on the walkways or lanai areas fronting each unit.

M. LAUNDRY FACILITIES:

1. Coin operated laundry equipment is furnished for use by Tenants and on-site personnel only. Tenants who permit non-residents to use the housing site's laundry facilities may have their laundry privileges revoked.
2. Please keep the laundry room clean. Wipe inside the washer and clean the dryer lint tray after each use.
3. Remove your clothes promptly. Laundry may be removed from the machines if they are left unattended in the machine for more than **10 minutes** after the machine has stopped. Unattended laundry will be placed on laundry room tables. Landlord is not responsible for any missing items or the removal of clothes left in the machines.
4. Do not overstuff washers. Do not wash comforters or other items that are too large to be washed in the laundry room washers. Take them to a facility that has large machines to wash them.
5. Do not overstuff dryers. Dryers need space for air from the vents or they will overheat.
6. Front load washers require less detergent or they may stall from too much detergent. Use ¼ of the amount of detergent usually used in a regular load.
7. Do not lean on open front load washer doors or dryer doors or use them as support or brace. The weight will make doors unable to latch properly or start its cycle.
8. Use the proper amount of soap to wash, consider using only ½ a dryer sheet to soften clothes to avoid strong smells that may create a breathing problem for others.
9. Hours of operation are posted. The last load in the washer or dryer should go in 1.5 hours prior to closing to allow enough time to get laundry done. Any load which is not done by closing time will have to be picked up the next operating day.

N. LIVE-IN AIDE

1. Tenants who have provided the appropriate forms required from a doctor may be allowed to have a live-in aide(s).
2. The live-in aide is eligible to live in the Tenant's apartment as long as the Tenant resides in the unit.
3. In the event that the Tenant no longer occupies the apartment or no longer requires the services of a live-in aide, the aide must vacate the premises.
4. The aide must complete an application and meet the same screening criteria as other Tenants.
5. The status of a live-in aide is not a guarantee of occupancy. Live-in aides may be evicted for violation of the House Rules.

O. LOCK OUT CHARGES: If the Tenant lock themselves out of their apartment and require the Resident Manager or Landlord's staff to open the apartment, the following charges shall apply. If Landlord needs to send a staff person at the housing site to open the door because the Resident Manager is off-site, an additional fee will be charged for mileage and Staff time.

Between the hours of:	Opened by Resident Manager:
8:00 a.m. to 7:59 p.m.	\$ 5.00
8:00 p.m. to 7:59 a.m.	\$10.00

P. PARKING AREA:

1. Parking Privileges:
 - a. Parking is not a part of your lease terms and conditions. It is a privilege which can be granted or removed by Landlord.

- b. One car per household may park on-site. Current registration, safety check, insurance and license plate number must be submitted to the Resident Manager.
 - c. Annual updates of vehicle registration and insurance coverage are required in order to continue receiving parking privileges.
 - d. All motor vehicles owned by Tenant and located on the premises must display current license plates and safety inspection decals, and must be in working condition.
 - e. If all conditions are not met, on-site parking privileges will be denied. Parking privileges may be terminated at any time upon delivery of written notice to the Tenant.
 - f. Vehicles on-site after 10:00 p.m. with no parking sticker will be towed.
2. Parking Stalls:
- a. Tenants shall park within the parking area designated for use by Tenants. No parking in access stalls. Tenant parking stalls are unassigned.
 - b. Tenants shall not park any motor vehicles on the premises which cannot fit entirely within the dimensions of the parking stall.
 - c. Tenants shall display the site parking sticker in the lower corner of the driver's side of the windshield. The sticker will contain the approved car's license number and expiration date on sticker.
 - d. Tenants are responsible for keeping the stalls clean. Oil dripping and trash are to be cleaned from the stall by the Tenant. Tenants whose vehicles leak oil may be asked to park their vehicles off premises.
 - e. All cars shall park "head first" and shall not be backed in. Tenants must notify their guests of the parking rules.
3. Handicap Parking: Handicap parking stalls are available for use only by those who have been assigned State handicap placards.
4. Gate Clicker: Tenants who are assigned gate clickers will be charged **\$50** if the clicker is lost or damaged, or if they require a 2nd clicker for a 2nd vehicle.
5. Guest Parking: If a Guest is visiting a Tenant for a number of days and notification of the Guest's visit has been approved by Landlord, a parking pass may be provided to the Guest for the privilege to park on-site, provided the Guest provides the Resident Manager with Registration, License and proof of Insurance. The parking pass must be put on the passenger's side of the dashboard and be visible at all times. The pass is good for the date(s) indicated on the pass, only, and must be returned to Landlord by **6:00 p.m.** on the date of expiration. Tenants are responsible for their guests. Therefore a Tenant's parking privileges may be affected if his/her Guests are parked illegally.
6. Bicycles, Etc.: No bike riding, skating, skate boarding, scooters or any other item with wheels shall be ridden or parked in the walkways. Bicycles may be stored in the area designated on a first come/first served basis.
7. Washing Cars: Tenants may not wash their automobiles with running water. A bucket or a hose with a spray attachment must be used. Car washing should be done in the area designated (near front gate by trash enclosure).
8. Repairs: Tenants shall not do or perform any extensive repair work or tune-ups on vehicles in the parking areas or in any other place on the premises. Repairs to vehicles taking more than 24 hours to complete are not permitted.
9. Towing: Any vehicle which is not operable, parked in an unauthorized area or cannot be driven due to a flat tire is subject to being towed away at the Tenant's expense.
10. Responsibility: Landlord will not be responsible for any vehicle or its contents. It is the Tenant's responsibility to obtain the necessary insurance coverage for theft and/or damage.
11. Safety:

- a. For the safety and wellbeing of all persons, drivers shall exercise caution and observe and obey all pavement markings, traffic control signs, devices and speed limit signs while driving, loading, unloading, and parking on the premises.
- b. Motor vehicles shall not be parked in driveway entrances and exits or in any area marked with RED or YELLOW PAINT.
- c. The parking area shall not be used for smoking, playing or loitering.

Q. PETS: No animals or pets of any nature are permitted to be kept in the apartments, visit the premises with a guest, or be left on-site without consent of Landlord, with the exception of assistance animals.

R. PLANTS:

1. Plants fronting units must be kept healthy. Landlord has the right to request the removal of items at their discretion.
2. Respect other people's property.

S. QUIET ENJOYMENT:

1. Tenants, household members and their Guests, shall not make or permit any disturbing noises in the building or on the grounds, or do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Tenants.
2. The volume of televisions, radios, stereos and musical instruments shall be kept down or suppressed by closed doors and windows to avoid disturbing neighbors.
3. No loud music, conversation, or other noises are permitted after 10 p.m. Noises should be kept at a minimum between the hours of **10:00 p.m. and 8:00 a.m.** Radios and televisions that are loud enough to be heard by adjacent neighbors, at the front door or from the parking lot areas **at any hour** shall be deemed to be too loud and disturbing to other Tenants.
4. Apartment doors should be kept closed at all times for your security. When leaving your apartment, be sure to lock your doors and close your windows securely.
5. No person shall operate a motor vehicle on the premises which creates an unreasonably loud noise. "Revving" of automobile or motorcycle engines are not permitted.
6. Per Hawaii State law, curfew for minors aged 14 and under is 10 p.m. and for minors aged 15 to 17, the curfew is 12:30 a.m. Household members or guests within this age group should not be outside of Tenants' units after the curfew hours.
7. If a Tenant has a "Temporary Restraining Order (TRO)" against another person, or if Landlord has a "No Trespass" against a person, that person will not be allowed on-site. Any Tenant who allows the person (against whom a TRO or No Trespass has been placed) on-site will be acting in violation of the House Rules.

T. RENT PAYMENTS:

1. Partial payments are not acceptable. Payments for less than the full balance due will not stop late fees or an eviction.
2. Payments are applied to the oldest rents first.
3. Rent payments will not be accepted by the Resident Manager or at the Site office not will it be accepted at the Landlord's office. Any payments received in this manner will be returned to the Tenant for deposit at the bank, which may result in late fees.
4. Late fees and bounced check fees will be applied for late rent payments and returned checks.

5. Additional fees for “Non-Sufficient Funds” may apply.

U. REPAIR SERVICES:

1. All requests for repair services should be made to the Resident Manager. Situations involving the health and safety of the Tenant or anyone on the property shall be immediately brought to the attention of the Resident Manager or to the Landlord’s office. Plumbing or electrical problems must be reported immediately.
2. Project maintenance staff will enter only during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. If repairs need to be done Saturday or Sunday, or during hours that extend beyond 8:00 a.m. – 5:00 p.m., Tenant’s approval will be obtained.
3. Tenants will be asked to sign the work order if they agree to allow project maintenance personnel to enter the unit to work on the repairs needed without the required 48 hours’ notice being given. Whenever possible, prior notice shall be given. Notices will be left at the unit to inform the Tenant that maintenance personnel entered to do the repairs.
4. If Tenant does not agree to allow project maintenance to enter the unit if they are not at home, an appointment will be made. The Tenant and/or an adult representative will be required to remain at the unit during the time the repair work is done. If the repair(s) cannot be completed within one day, Tenant and/or adult representative must be available when project maintenance staff can return to complete the work.
5. The exception to #2, #3 and #4 above will take place in emergency situations, where immediate entry is deemed necessary due to electrical, plumbing, fire or other situations involving the health and safety of all Tenants and/or the building. Under these conditions, the unit will be entered by the Resident Manager, project maintenance, Landlord’s staff or other authorized persons including emergency personnel (police, fire, rescue) without notification to the Tenant. Notices will be left at the unit to inform the Tenant that the unit was entered for emergency purposes and what the emergency was.
6. In the event that a licensed person (electrician, plumber, etc.) must be contacted to repair a problem, the Tenant must allow the licensed person to enter without 48 hours’ notice if they are not home since the licensed person’s time is not controlled by the Resident Manager. In these situations, the Resident Manager or project maintenance staff shall accompany the repair person until the work is completed. Notices will be left at the unit to inform the Tenant that the unit was entered to complete the repairs.
7. The Tenant is responsible for replacing light bulbs. Project maintenance staff can assist the Tenant in installing these items when time permits and at no labor cost; however the items must be purchased by the Tenant.
8. Repair services are free except when damage has been caused by the Tenant’s or Guest’s actions, whether accidental or deliberate. The cost of materials and labor to repair the Tenant (or Guest)-caused damages will be charged to Tenant and payment of these costs will be the Tenant’s responsibility.
9. Tenant shall not interfere with maintenance or contract service personnel during repairs. On completion of the repair(s), maintenance personnel or Resident Manager will inform Tenant what was done.

V. SMOKING:

1. Per State Law effective November 16, 2006, smoking in the common areas is prohibited. In order to provide a healthier and safer environment for our residents and guests, Hale Makana O Nanakuli is a smoke-free property.
2. Smoking is not permitted in any area of the building including within the apartments, hallways, laundry room or any common area inside or immediately outside the building. All smoking must be done off property outside the gate.
3. Smoking rules apply to all items that are smoked, including cigarettes, e-cigarettes, pipes, and cigars.
4. All Tenants and their Guests must abide by the smoke-free condition of the building.

W. TRASH:

1. Trash containers are exclusively for the use of the Tenants. No outside trash (from off the property) may be dumped in these bins.
2. All trash and rubbish must be put inside the trash containers. No loose rubbish such as cigarette butts, leaves, sticks, etc. should be thrown into the bin.
3. Cardboard boxes must be broken down and flattened and cut or torn apart to reduce their size.
4. Do not put open sacks and open cartons of trash into the trash area. All bags should be securely tied before being put in the trash containers. Food stuff especially, needs to be securely tied or put in milk cartons and frozen until rubbish pick-up day.
5. Other prohibited items are hazardous materials, pallets, tires, batteries, engine oil, liquids, large heavy engine parts, box springs, mattresses, tree stumps, loose fluorescent bulbs (okay if boxed), lumber, long metal rods or pipes, or items protruding out of trash bin. DO NOT THROW the curly-type light bulbs in the trash. Give the old ones to the Resident Manager for disposal.
6. Furniture and large household items, which cannot readily be cut or torn apart, should not be placed in or about the refuse area.
7. Disposing of Christmas trees in the dumpster is prohibited. They should be taken to the local transfer station, or taken to a recycling collection site.
8. The disposal of items too large for the trash bins is the responsibility of the Tenant. If the Tenant is unable to properly dispose of such items, Landlord will, at the request of Tenant, dispose of such items, provide that Tenant reimburses Landlord for the costs incurred.
9. Keep the lids of the trash bin closed.

X. UTILITIES:

The utilities provided are listed in the Lease. Tenant must obtain Landlord's approval to install any phone jacks or cable outlets, to ensure that the jacks or outlets are properly installed and that the property is not defaced by wires.

ENFORCEMENT OF HOUSE RULES

1. The House Rules are an Addendum to the Lease.
2. When a violation is reported or noted, Landlord shall inform the Tenant by written warning that the violation be corrected within a specified time. Consequences of non-correction will be clearly stated.
3. If the Tenant continues to violate the House Rules, procedures for the termination of the Lease and court action taken.
4. Inspections:

- a. Landlord will inspect all units at least annually.
- b. Additional inspections will be scheduled as deemed necessary.
- c. Landlord requires two persons to enter a unit when conducting inspections.
- d. Policy requires Staff to not remove their footwear during inspections.
- e. In preparation for inspections, personal items should be put away.

These rules may be revised or amended at any time, at the sole discretion of the owner and Management.

I/We, the undersigned, understand the above rules and agree to abide by them.

TENANT(S):

Head Date

Co-Head Date

Adult Date

Adult Date

SAMPLE



Unit #: «apt_nbr only»

HALE MAKANA O NANAKULI SMOKE-FREE POLICY

Background

According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the United States. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking and secondhand smoke. The EPA has identified secondhand smoke as a Class A carcinogen. A Class A carcinogen is a cancer-causing agent. Allowing smoking within residential units exposes all residents and site staff to these known carcinogens.

Smoking is a leading cause of residential fires and the number one cause of fire deaths in the U.S. Some insurance companies offer discounts on property casualty insurance for multi-unit owners with a 100% smoke-free policy.

Residential unit turnover costs can be two to seven times greater when smoking is allowed. National housing surveys report that the majority of residents would like *Smoking banned in all units*.

Reason for Policy

1. To promote and maintain a healthy and safe environment for residents, visitors and staff while respecting individual choices. Research findings show that smoking and the breathing of secondhand smoke constitutes a significant health hazard. Consistent with these concerns and with the State of Hawaii ACT 295 and HRS328 regarding smoking, the following policy has been established to provide smoke-free areas and procedures for accommodating the preferences of both smokers and non-smokers.
2. Minimize the maintenance, cleaning, and redecorating costs associated with smoking.
3. Decrease the risk of smoking-related fires to property and personal safety.
4. To allow all staff the opportunity to perform their job duties in an environment that is smoke-free.

Definition

For the purpose of this document we will use the following definitions:

- "*Smoke*" or "*smoking*" means inhaling or exhaling the fumes of tobacco or any other plant material, or burning or carrying any lighted smoking equipment for tobacco or any other plant material including the burning of incense, sage and similar products. Also included are the use of electronic smoking devices.

- “Smoke-Free” buildings and areas are where smoking will not be allowed.

Policy

It is the policy to provide smoke-free areas for residents, visitors and staff. Smoking will not be permitted in individual residential units or the common spaces of a property or facility. Property is designated as Smoke Free. Where the desire of smokers to smoke conflicts with the desire of non-smokers to breathe smoke free air, the desire to have smoke-free air will have priority.

This policy applies to everyone (residents, guests, visitors, service personnel and Management) who visits, lives and works at the property.

Smoke-Free Areas

Smoking is not permitted in the following areas:

- Property is designated as Smoke Free.
- All buildings and residential units are designated Smoke-Free.
- Individual residential units are defined as the interior and exterior spaces tied to a particular unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathroom, patios, balconies and unit entryway areas.
- Common spaces are defined as areas that are open to the public, including but not limited to community rooms, community bathrooms, community kitchens, community gardens, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevator, recreation areas, landscaped areas, and within 20 feet outside of building(s) including entry ways, windows, porches, balconies and patios.

Designated Smoking Areas

- None. Property is designated as Smoke Free.

Resident Responsibility

1. It shall be the resident’s responsibility to inform his/her household members, and guests of this Smoke-Free Policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this policy.
3. Failure to comply or upon repeated violations to this policy may be cause for lease enforcement action up to and including termination of resident tenancy.

Management Responsibility

It will be the responsibility of Management to inform residents, guests, visitors, and service personnel of the Smoke-Free Policy and to enforce the policy.

The Smoke-Free Policy does not mean that residents/employees will have to quit smoking in order to live and/or work at affected properties. The policy only designates the property as a Smoke-Free area.

Disclaimer by Property Manager/Owner

Resident acknowledges that Property Manager/Owner's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Property Manager/Owner would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Property Manager/Owner specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. Property Manager/Owner cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Resident acknowledges that Property Manager/Owner's ability to police, monitor, or enforce the agreements of the Addendum is dependent in significant part on voluntary compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Property Manager/Owner does not assume any higher duty of care to enforce this Lease Addendum/House Rules than any other Property Manager/Owner obligation under the Lease.

No-Smoking Signage

Properties shall post "No Smoking" signs at designated locations.

Enforcement for Residents

If a resident or employee complains about being bothered by smoke or knows of another resident who has violated the policy, the following steps will be taken:

- 1st Violation - Site staff will visit the resident and document whether or not (s)he smelled or witnessed evidence of smoke inside the unit. Staff will follow-up the visit with a letter acknowledging the conversation and the outcome. ("Friendly Warning Letter")
- 2nd Violation - If the problem repeats, send a 10 Day compliance notice and information regarding cessation assistance. After the 10 days are up, post a 48 Hour Notice for inspection.
- 3rd Violation – Another repeat violation will result in a 10 Day compliance notice and a warning letter. ("Violation Warning Letter") After the 10 days are up, post a 48 Hour Notice for inspection.
- 4th Violation – If the violation persists, a 10 day notice to comply and/or possible eviction proceedings will be initiated if necessary.

Evictions due to violations of the Smoke-Free policy must be approved Management.

Enforcement for Employees

See Employee Handbook.

Compliance

Cooperation and consideration between smokers and non-smokers are necessary to ensure the successful implementation of this policy. All residents and staff are responsible for observing the provisions of this policy.

Effective implementation of this policy depends upon the courtesy, respect, and cooperation of all residents and staff.

Questions or concerns regarding the implementation of this policy should be referred to Management. Complaints about smoking in non-smoking areas should be directed to Management.

Changes

Landlord shall have the right to make changes and additions to the Smoke-Free Policy in writing and distributed to all tenants of the project.

CAUTION: Tenant's signature indicates that he/she has read and understood its contents and agrees to abide by its conditions.

TENANT SIGNATURES:

Name (print): Head of Household

Signature:

Date:

Name (print): Co-Head of Household

Signature:

Date:

Name (print):

Signature:

Date: