

WINDWARD HARBOUR HOUSE RULES

Effective from 1 August 2019

TABLE OF CONTENTS

I.	AUTHORITY FOR HOUSE RULES	1
II.	ENFORCEMENT OF RULES	1
	Violation Notices, Payments and Appeals	1
	Appeal of Citations and Fines	2
III.	GENERAL RULES and GUIDELINES	3
IV.	REGISTRATION OF OCCUPANTS	4
V.	PETS	4
VI.	FACILITIES ACCESS	5
VII.	TEMPORARY OCCUPANCY	7
VIII.	MOVING & DELIVERIES	7
IX.	PARKING AREAS	8
X.	BICYCLE, KAYAK & SURFBOARD STORAGE	9
XI.	COMMON AREAS & WALKWAYS	10
XII.	LANAIS	11
	Adjacent Lanais - Permitted Items	11
	Rooftop Lanais - Permitted Items	11
	Rooftop Lanai Stairway	11
	Rules for All Lanais	11
XIII.	NOISE	12
XIV.	TRASH & RECYCLING	12
XV.	POOL DECK & RECREATION ROOM	13
XVI.	TENNIS COURTS	15
XVII.	KIDDIE CAGE	15
XVIII.	BUILDING MODIFICATIONS	15
XIX.	UNIT MODIFICATIONS	16
XX.	BULLETIN BOARD POSTINGS	16
XXI.	COMPLIANCE	17
XXII.	KAILUA GARDENS COMMUNITY ASSOCIATION (KGCA)	17
	QUICK REFERENCE FOR REVISED HOUSE RULES PARAGRAPHS	18

INTRODUCTION

The following rules and regulations ("House Rules") have been approved by the Board of Directors ("Board") of the Windward Harbour Association of Apartment Owners ("Association") in accordance with the By-Laws and the Declaration of the Condominium Property Regime ("Declaration"). These House Rules are effective February 7, 2017 and supersede any previous issues.

The primary purpose of these House Rules is to protect the reputation and prestige of Windward Harbour by promoting maximum comfort and enjoyment of the premises for residential purposes and protect all occupants from annoyance and nuisance caused by the improper use of facilities.

The House Rules apply to all owners and tenants of Windward Harbour and to all other persons on the premises at any time, including agents, employees, guests, licensees, contractors and all other visitors.

I. AUTHORITY FOR HOUSE RULES

The House Rules within this booklet are supplementary to and not an exclusive or exhaustive list of limitations and restrictions, which are set out in the governing documents for the Windward Harbour Association of Apartment Owners. The authority for such rules is contained in the following documents which are both on file in the Bureau of Conveyances, State of Hawaii:

1. Chapter §514B of the Hawaii Revised Statutes entitled "Condominium Property Act," is the basic condominium law. In the document is the provision that all persons who enter upon and use the condominium must obey the provisions of the Declaration, By-Laws, the House Rules and other lawful determination of the Apartment Owners' Association.
2. The Association By-Laws provide that the Board may adopt, amend or repeal any supplemental rules inconsistent with any provision of law, the Declaration or By-Laws, provided that unit owners are given notice and an opportunity to be heard

II. ENFORCEMENT OF RULES

Authority for the Board to formulate and enforce the House Rules is derived from the Declaration and the By-Laws. Responsibility for enforcing these rules is delegated by the Board to the Managing Agent and the Resident Manager. All unit owners are at all times personally responsible for the conduct of their family, guests, guests of their family, tenants and all occupants. This responsibility extends but is not limited to any damage or destruction to common or limited common elements.

Any infractions of any House Rules should be reported to the Resident Manager. All complaints will be handled on an anonymous basis.

Violation Notices, Payments and Appeals

- a. Any violation of the Declaration, By-Laws, or these House Rules by an owner or anyone using the property with an owner's permission, shall give the Association the right, in addition to any other rights or remedies, to levy a fine against the responsible owner. Fines duly imposed by the Board, but unpaid, shall constitute a lien on the unit that may be foreclosed upon in like manner as a lien for unpaid common expenses.
- b. Letters of violations shall be administered as follows:

Warning - When an infraction is committed or found, a warning letter or email from the Resident Manager is sent

to the unit occupant and owner, or agent when applicable, advising of the infraction, action(s) required, and that the infraction must be rectified within 7 days.

Citation - If the infraction is not corrected within the 7 days or occurs again after a correction, a citation will be sent by the Resident Manager to the unit owner, or agent when applicable, via email and certified mail. This citation states that a fine of \$50.00 is being levied to the owner's account. A copy of the letter is sent to the occupant.

Second Citation - If the infraction is not corrected or occurs again, a second citation will be sent by the Resident Manager via email and certified mail notifying the owner that their account is being assessed a fine of \$100.00 and demand for compliance within 24 hours. This citation notifies the owner of the right to appeal this fine to the Board of Directors within 30 days of the date of the citation. A copy of this letter is sent to the occupant.

Final Notice - If the violation is not corrected or occurs again, a final notice will be sent by the Property Manager via certified mail notifying the owner that the matter has been forwarded to the Board of Directors or the Association attorney for resolution. In the case of continuing non-compliance, each day may constitute a separate violation and subject to additional fines of \$200.00 per violation, per day.

- c. **Serious Violations** - Violations that create or pose a threat to persons or property, cause injury or damage to persons or property, or are considered by the Board to be egregious shall be considered serious violations. No warnings will be issued for "serious" violations. A citation and fine will be imposed in the amount of \$300.00 for each serious violation. The Board, in its sole and absolute discretion, shall determine whether a violation is a "serious" violation.
- d. **Policy Changes** - The Board of Directors reserves the right to exercise and implement alternative policies and/or measures to fine, enforce, or amend such policies should a violation or situation warrant such action. Such changes are based on activities that pose a challenge to current property policies, and may permit immediate action without a warning or prior notice.
- e. **Remedy Not Exclusive.** In addition to the imposition of fines, the Board of Directors is empowered to take such other action as is permitted by the Declaration, the By-Laws, and these House Rules to enforce the provisions of the Association's governing documents. This includes the retention of legal counsel, initiating legal action, and/or pursuing any other remedy available to the Association by and through its Board. All remedies shall be cumulative and not exclusive of the other.

Appeal of Citations and Fines

- a. A unit owner, or agent when applicable, shall have the right to appeal any citation or fine to the Board within 30 calendar days of the date the citation/fine was issued. The appeal must be in writing and can be sent either certified mail, email, or hand delivered to either the Resident Manager or the Managing Agent of the Property. If sent via certified mail, the date of mailing as certified by the post office, shall constitute the date of the appeal.
- b. A Notice of Appeal shall indicate the owner/agent's preference to attending the hearing in person before the Board or allowing the Board to decide the matter without a hearing. Failure to request a hearing in the Notice of Appeal shall be deemed a request for the Board to decide the matter without a hearing.

Hearings shall be held within 30 days of receipt of the Notice of Appeal during executive session of regular Board meetings. In the event that a regular meeting is not scheduled within the 30-day time period, a hearing will be scheduled for the next available regularly scheduled meeting. If the owner, or agent, does not request a hearing, a statement of facts, affidavits of witnesses, and other written materials should be included for the Board to consider in deciding the appeal. If an owner opts for a hearing and fails to appear and fails to provide written

testimony, the appeal is forfeited by default.

- c. The Board shall email and mail by certified mail, return receipt requested or personally hand deliver a written decision to the unit owner, or agent when applicable within 30 days of the hearing, or if there is no hearing, within 30 days of receipt of the Notice of Appeal.
- d. Filing of a Notice of Appeal does not relieve the owner/tenant from complying with the directives of the citation. Immediate action to correct the violation is required. Additional citations and fines will result for noncompliance by the date indicated in a citation except during the appeals process. **Management reserves the right to correct the infringement and bill the owner for any related costs.**

III. GENERAL RULES and GUIDELINES

- a. **Collection of Fees and Fines:** Penalized owners shall pay to the Association promptly on demand all costs and expenses including reasonable attorney fees. All monies received are applied to fines, late fees, legal fees and service charges before clearing monthly assessments. Payment of all fines shall be due and payable 30 days after date of issue of the citation, or within 10 days after appeal decision if the appeal is denied. No fines shall be collected during the appeals process but must be remitted after the appeals process is exhausted. All payments past due shall be charged a late fee of \$25.00 plus interest not to exceed 18% per annum on the outstanding amount due.
- b. **Unit Use:** A unit shall be used only as a residence and shall not be used for business, except as provided for in the Declarations, By-Laws and Hawaii Revised Statutes.
- c. **Responsibility of Owners:** All unit owners are responsible for the conduct of their family, guests, tenants and service personnel.
- d. **Owner/Tenant Responsibility:** Each unit owner/tenant shall abide by these House Rules and ensure that their guests follow these rules. Fines incurred by guests or tenants shall be levied upon the owners' account.
- e. **Association Personnel:** Residents shall not verbally harass or abuse Association employees/contractors or ask them to discontinue working on assigned tasks. Association personnel are not allowed to perform work within a resident's unit except in the performance of an Association assigned task.
- f. **Hazardous Materials:** No resident shall use or bring into the buildings, storage lockers or common areas, anything deemed hazardous to life, limb or property, such as explosives, gasoline, kerosene, naphthalene, or other combustible materials of like nature. Items creating a fire hazard within any unit or the Common Element shall be removed upon the request of the Resident Manager, Board or Managing Agent.
- g. **Suggestions, Comments and Complaints:** All correspondence to the Board shall be in writing and include a name and unit number and deposited in the Suggestion Box located outside the Resident Manager's office or mailed to the Managing Agent. Only Board members have access to the Suggestion Box, and all letters will be kept confidential when requested. The Board will respond to all requests through the Managing Agent.

Board Members are unpaid volunteers, and their time and privacy must be respected. Board Members are to be contacted at their Windward Harbour gmail accounts (below) or via the suggestion box outside the Resident Manager's office. Comments to the Board of Directors can also be put on the Association's website.

windwardharbourpresident@gmail.com

windwardharbourvicepresident@gmail.com

windwardharbourtreasurer@gmail.com

windwardharboursecretary@gmail.com

windwardharbourdirector@gmail.com

- h. Emergencies:** It is the responsibility of the resident to call 911 in emergencies requiring ambulance, doctor or fire and police departments. Other safety concerns, such as flooding or theft, should be reported to the Watch person or Resident Manager. The Resident Manager or staff may enter any unit at any time for emergencies such as fire, flood or other urgent situations that threaten other units or safety of residents. In such cases, the owner or agent and occupant shall be promptly notified of the reason and result of such entry. If forced entry is necessary to gain entry the unit owner is responsible for all repair costs associated with the forced entry. If the occupant of the unit refuses to allow entry, the Resident Manager shall take what remedial action is possible, such as turning off the main water valve to an entire stack of units to stop leaking water .. The Resident Manager shall also report the refusal to the Board of Directors.
- i. Liability Disclaimer:** The Association, the Board, the Property Manager, and any employees thereof shall not be liable in any manner whatsoever for loss of or damage to any personal property or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in a unit or in the Common or Limited Common Elements, unless such loss, damage, injury or death shall have been due to the gross negligence of the Association, the Board, the Managing Agent or employee thereof.

IV. REGISTRATION OF OCCUPANTS

- a. Resident Registration:** Names, business addresses and contact numbers of all unit occupants shall be provided to the Resident Manager prior to occupancy. It is recommended that residents with disabilities include this information in the registration form so that their name can be included in the Fire Department's roster in case of natural disaster or fire.
- b. Vehicle Registration:** All vehicles must have current City and County motor vehicle registration and safety sticker. Vehicles must be registered with the Resident Manager to park in the assigned parking spaces in the garage.
- c. Tenant Lease Agreements:** A unit owner, or designated agent, must provide the Resident Manager with a copy of lease agreements prior to moving in. The lease agreement must include a minimum occupancy term of 180 days (6 months); the lease amount can be redacted.

The terms of any written lease between an owner and lessee must incorporate the House Rules by reference and require compliance with it. Owners assume the responsibility for their tenants' conduct. If the unit owner or designated agent is unable to control the conduct of their tenants or tenant's guest(s) the owner upon request of the Board or Managing Agent, will immediately remove such tenant from the premises, without compensation for loss of lease income or any other damage resulting from the eviction.

- d. Guest Registration:** Residents are responsible for registering all guests residing in the unit for more than 72 hours with the Resident Manager. Registered guests may use the recreational facilities unaccompanied by the resident. Residents are responsible for the reasonable conduct of their guests at all times. Any misconduct by a guest shall be promptly resolved by the host resident.

V. PETS

- a. Pet Registration:** All pets must be registered with the Resident Manager prior to any pet occupying a unit. A current photograph of all dogs and cats shall be attached to the registration form. Evidence of current inoculations, registration or licensing must also be presented to the Resident Manager.

- b. Access to Property:** Only registered pets owned by Windward Harbour residents are allowed on the property, visiting pets are not allowed with the exception of certified service animals that are accompanying their owners. All pets must be registered with the Resident Manager prior to any pet occupying a unit.
- c. Indemnification:** Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from their pet(s).
- d. Permissible Pets:** Fish, along with a maximum total number of two (2) birds, dogs or cats may be kept by an owner or tenant in their respective unit, and shall not be kept, bred or used therein for any commercial purpose.
- e. Restrictions & Wild Animals:** Livestock, poultry, rabbits, reptiles, monkeys, hamsters, rodents or other animals described as pests under Section 150A-2, Hawaii Revised Statutes, or animals prohibited from importation under Sections 141-2, 150A-5 or 150A-6, Hawaii Revised Statutes are not permitted.

Residents are strictly prohibited from feeding wild birds and animals, and the association's koi fish. Injured or stray animals should be reported to the Hawaiian Humane Society for pick-up: 356-2225 or HawaiianHumane.org/contactus.html. If you report directly to the Human Society you should notify the Resident Manager immediately so he/she can expect a visit on property.

- f. Pet Areas:** Pets must be confined to the interior of their respective units, except while in transit. Pets in transit shall be carried, confined by a leash, or placed in an animal carrier. Cats are not permitted to roam freely on the property. Pets are not allowed in the waterways, landscaped gardens, tennis courts or pool area and recreation room. Certified Service Animals are allowed in all common areas when assisting a physically challenged person.

Rooftop and adjacent lanais and concrete walkway areas shall not to be used as areas for pets to urinate or defecate. Such violations shall be regarded as a serious violation and a \$300 fine imposed (refer to Section II (c)). Pets may not be confined to any rooftop or adjacent lanai, nor tethered to any stationary objects in the common elements.

- g. Care:** Pet owners or persons designated to act on their behalf are responsible for cleaning up after their animals. Failure to do so shall be regarded as a serious violation and subject to an immediate citation and \$300 fine (refer to Section II (c)).

Random urination and territory marking on columns, walkways or garden plants is not permitted and must be cleaned immediately by the pet owner. Failure to do so shall be considered a serious violation subject to immediate citation and fine. Animal waste, including cat litter, must be securely bagged and disposed of in the trash receptacle outside the side utility gate, or in one of the ground floor trash room dumpsters or trash truck. DO NOT deposit pet waste down trash chutes or place in trash receptacles inside the compound or in the garages.

- h. Removal:** After steps in section II have been exhausted, the Board may require permanent removal of any pet, if such pet is determined by the Board to be a nuisance or danger to the property or its occupants. Such animals shall be promptly and permanently removed from the property upon notice given by the Board of Directors or Resident Manager.

Removal of Service Animals includes the provision that its owner shall have a reasonable amount of time to acquire a replacement Service Animal unless the Board of Directors determines that such animal poses an imminent serious threat of physical harm to other occupants of the property.

VI. FACILITIES ACCESS

- a. Ingress & Egress:** No persons shall place, store, or maintain on the driveways or premises any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the

common elements.

- b. Driveways:** Entry and Exit driveways are marked with plaques on the street side of the front wall. Driving in exit driveway is not allowed. Vehicles exiting the upper parking garage must yield to vehicles in the circular driveway or exiting the lower garage. If the red light is lit, stop and use the mirror and caution before continuing to the street. Use headlights when entering and exiting garages. The speed limit is 5 MPH on the premises.
- c. Gated Entries:** Key fobs are required to gain entry at the main foyer, service gate, pool deck, tennis court external gate and bicycle cage. One key fob per person per unit, one guest fob, and one fob for a registered lock box are permitted. Lost or stolen fobs must be reported as it is possible to track fobs through continued use. The cost per key fob is set from time to time by the Board of Directors - contact the Resident Manager for the current cost of a FOB. Key fobs shall not be given to nonresident family members or friends.
- d. Garage Doors:** Transmitters are issued to unit owners for operating either the upper or lower parking garage gate. The number of transmitters issued is equal to the number of a unit's parking stalls. Residents desiring an additional transmitter are required to pay a fee of Fifty Dollars (\$50.00) per transmitter, or other amount as may be set from time to time by the Board of Directors. Owners selling their unit must turn in their issued transmitter(s) to the realtor for the new owner. Parking Garage Gates are not for pedestrian use and using transmitters for this purpose is not permitted.

Deposits are no longer required for access transmitters. If you have already made a deposit, refunds will be honored with the return of undamaged transmitters and an original deposit receipt.

- e. Permission for Access:** Residents are not to allow unknown individuals access to the property. Persons seeking access to the property should be instructed to use the Entry Phone to contact the unit they are visiting to gain entry onto the property.
- f. Unit Access:** Neither the Resident Manager or any of the staff (including Watchpersons), are allowed to provide access to any unit without specific written authorization of the owner, agent or registered resident.
- g. Lock Boxes:** Keys to units are not maintained in the Resident Manager's office. An owner or resident can use a lock box to store an extra key. Lock boxes are to be kept in the designated location in the guest parking garage. The Windward Harbour Policy for Unit Keys and Lock Boxes is available for reading on the website. A copy of the policy is also available in the Resident Manager's office.

Disclaimer: Keys entrusted to the Resident Manager by an owner, occupant, family member or agent shall be at the sole risk of the unit owner or occupant and the Board or the Managing Agent shall not be liable for injury, loss or damage of any nature whatsoever.

- h. Personal Deliveries:** Residents are responsible for accepting personal deliveries. Packages are not to be left with Association personnel or in front of the mailboxes. Neither the Board nor the Resident Manager is responsible for packages or other deliveries left in the common areas of the premises.
- i. Common Area Access, Fair Housing:** None of the provisions herein or in any of the Association's governing documents are intended to be in contravention of the Federal Fair Housing Act or Chapter 515, Hawaii Revised Statutes.
- j. Guest Access:** Residents' guests may park in the area designated Guest Parking. Guest parking is intended for short term visiting guests. Guests must sign-in on the visitor form provided at the garage entrance with a vehicle description and unit number of the host resident. Failure to obey this rule may result in the towing of the vehicle at the vehicle owner's expense. Visitors may gain access to the property by calling the host resident from the Entry Phone at the main foyer entry.

- k. Overnight Guest Passes:** Residents are responsible for informing their guests of the sign-in procedures, and for providing their guest with an Overnight Parking Permit that must be placed on the dashboard of the guest's vehicle. Overnight guest parking is limited to three (3) consecutive nights. The Resident Manager may make exceptions. Violators will have their vehicles towed away at their own expense. All guests must re-register vehicles on the sign-in sheet each time they re-enter the garage. Each unit is issued two (2) Overnight Guest Parking Permits. Unit residents are responsible for the Permits.
- l. Service Personnel Access:** It is the responsibility of the resident to provide property access for visiting service personnel such as repair or cleaning workers. The Resident Manager will not provide entry onto the property without prior written authorization from the owner, or agent when applicable, or emergency circumstances.
- m. Solicitation:** No open solicitation or canvassing will be allowed in the building at any time unless approved in writing by the Board, except for Association matters as provided in HRS §514B-85. Solicitation pursuant to HRS §514B-85 shall be to common elements and limited common elements and the hours between 8:00 a.m. and 9:00 p.m.
- n. Vacancy:** Residents shall file an emergency contact address and phone number with the Resident Manager's office during any absence in excess of seven (7) days. During extended vacancies, it is strongly recommended that water and power to the unit be shut off.
- o. Restricted Access Areas:** Unauthorized entry to the Resident Manager's Office and the maintenance shops is prohibited.

VII. TEMPORARY OCCUPANCY

- a. Vacationing Residents:** Residents vacating the premises in excess of seven (7) days shall notify the Resident Manager of such absence and the expected date of return. The name and telephone number of any person(s) authorized to enter or occupy the unit during such absence shall be provided to the Resident Manager. It is strongly recommended that the water to the unit and power to the water heater be shut off.
- b. Short Term Rentals:** The Owner's Association does not permit day-to-day or month-to-month rentals; or time sharing of any kind. All lease agreements must include a minimum term of occupancy of 180 days (6 months). High traffic volume of transient "guests" in a single unit is justification to conclude that a unit is being used for a short term rental business and may be cited and/or fined.

VIII. MOVING & DELIVERIES

- a. Owner Responsibility:** It is the responsibility of the unit owner, or agent when applicable, to convey this moving policy to tenant(s) and commercial mover(s).
- b. Intent to Move:** The Resident Manager must be notified a minimum of one week prior to move for the collection of registration documentation, collection or return of deposits, activation or deactivation of key fobs and installation of protective elevator pads. Permission must be issued prior to commencing the move.
- c. Moving Hours:** 8:00 a.m. and 5:00 p.m., Monday through Saturday. Moving is not allowed between 5:00 p.m. and 8:00 a.m. For any other hours, contact the Resident Manager.
- d. Moving Deposit:** A refundable deposit of One Hundred Fifty Dollars (\$150.00) shall be paid prior to every move into or out of the premise. The deposit is fully refundable provided the premises are not damaged in the move, and the elevator pads are returned to the Resident Manager.

- e. **Care in Moving:** Elevator pads must be used and will be installed by the Resident Manager. Extreme caution is to be exercised when entering and exiting the premises, loading and unloading items, and moving about the premises. Gate safety devices may not be disabled by residents/movers. Only the Resident Manager may disable such devices upon request. It is the responsibility of the unit owner to ensure that the area vacated by movers is cleared and cleaned immediately following the move.
- f. **Parking:** Vehicles used to move are to park in the loading zone or on the street in such a manner so as to not interfere with normal ingress and egress while loading and unloading. Vehicles in the loading zone must turn off the vehicle's engine. Commercial moving vehicles are not allowed inside the parking garage, and the garage area shall not be used for moving items in or out of a unit. Any damage to common areas is the responsibility of the unit owner.
- g. **Commercial Movers:** Commercial delivery of household furniture, furnishings, and appliances will be allowed provided delivery workers obey these applicable House Rules. Tall commercial trucks are not allowed to enter the driveway if the height will strike tree branches. It is the responsibility of the resident to notify the Resident Manager of the scheduled delivery.
- h. **Damages:** Moving residents will be responsible for damage to the premises and/or vehicles as a result of carelessness while moving.
- i. **Abandoned Items:** Items left in common areas will be disposed of by the Resident Manager in accordance with the procedures established in HRS §514B-139.
- j. **Deliveries:** Prior to receiving the deliveries of large items, such as large pieces of furniture or home appliances, residents must notify the Resident Manager a minimum of 24 hours in advance of delivery to have protective elevator pads installed. Residents receiving deliveries will be responsible for damage to the elevators as a result of carelessness in delivery.

IX. PARKING AREAS

- a. **Vehicle Registration with Association:** Prior to using the garage to park a vehicle, a resident must register the vehicle with the Resident Manager. All vehicles must have a current Honolulu City and County registration. Vehicles with expired license plates or safety stickers are subject to citation. If the problem is not rectified, the owner of the offending vehicle will incur fines per the House Rules.
- b. **Resident Parking Garage:** The secured areas beyond the gated entries of the upper and lower levels are reserved for properly registered vehicles of residents. All vehicles must be in proper working condition. Only registered vehicles are permitted, vehicles such as, but not limited to watercraft, recreational vehicles, trailers or storage of personal items are not permitted in designated stalls.
- c. **Resident Manager Stall:** The parking stall marked "PRIVATE DO NOT USE" in the guest parking garage is reserved for the exclusive use of the Resident Manager.
- d. **Guest Parking Garage:** All guest vehicles shall be parked in designated guest parking stalls and their vehicles registered on the sign-in sheet. For guests parking overnight, parking passes are provided by the resident whom the guest is visiting and must be placed on the dashboard. Overnight guest parking time period is from 2:00 AM to 6:00 AM. and is limited to three (3) consecutive nights. Residents shall not use guest-parking stalls.
- e. **Motorcycles & Scooters:** Vehicles must be parked in stalls and are not allowed in any of the pedestrian walkways of the property.

- f. **Noise:** All vehicles must meet local noise requirements so as not to be a hazard or nuisance due to sensor alarms or exhaust emissions. The blowing of horns is forbidden, except in emergencies. Car alarms are expected to be set at a low sensitivity level. Alarms that activate frequently and/or without reasonable cause constitute a nuisance. An owner of a vehicle with an activated alarm system sounding continuously or repeatedly shall be warned and can be fined, in accordance with Section II ENFORCEMENT OF RULES, for noise non-compliance.
- g. **Care in Parking:** Motor vehicles shall be centered in the marked stalls and completely inside the structural columns so as not to impede or prevent access to adjacent parking stalls. Oversized vehicles that do not fit within the designated stall space shall be parked on the street. Vehicles improperly parked or oversized are subject to citation.
- h. **Authorized Repairs:** Only minor repairs or emergency repairs necessary to move the vehicle to a repair shop are permitted in parking stalls. Minor repairs such as changing battery, tires, adding fluids, interior work, or other repairs approved by the Resident Manager, are allowed.
- i. **Maintenance & Cleaning:** Owners and/or tenants are responsible for the cleanliness of their respective stalls, which includes the removal of any grease buildup. Catch pans and absorbent materials are not allowed in parking stalls. Vehicles with persistent fluid leaks must be removed from the premises.
- j. **Loading Zone:** The Loading Zone is for active loading and unloading. Unattended vehicles are not permitted.
- k. **Car Wash Stall:** This stall is reserved exclusively for washing of registered vehicles. After use, all debris shall be removed, water shut off and the hose rolled up. Waxing of vehicles must be done in assigned parking stalls. Vehicles may not be left unattended.
- l. **Towing:** The Resident Manager or other designated agents may remove or tow away any vehicle in violation of these rules, at the vehicle owner's expense (with the exclusion of residents' vehicles parked in their personal stalls inside the garage, which are covered by Paragraphs a. and g. above).
- m. **Service Vehicles:** Residents shall advise all contracted workers to park in Guest Parking, or off the premises when vehicles are oversized.

Disclaimer: The Association shall not be liable to owner/occupant for damage to vehicles, articles left therein, or accessories due to any cause whatsoever, including fire, theft or accident. If damage occurs to a parked vehicle, every attempt must be made to contact the owner of the damaged vehicle. If you do not know the owner a note shall be left on the vehicle and the Resident Manager contacted.

- n. Re-charging of electric vehicles using Association electrical outlets is not allowed.

X. BICYCLE, KAYAK & SURFBOARD STORAGE

- a. **Designated Area:** An area designated for bicycle, kayak and surfboard storage is available for registered residents only. Upon registration of any bicycle, kayak or surfboard, the Resident Manager will activate the key fob registered to the resident to allow access into the storage area. Gates must remain closed after use.
- b. **Bicycle Storage:** All bicycles must be hung from numbered hook(s) assigned to the registered bicycle owner.

Unregistered bicycles must be kept inside the resident unit. Every bicycle parked inside the Bicycle Cage must have a current City and County of Honolulu registration decal and an Association decal issued by the Resident Manager. Bicycle space is limited - all unregistered, unusable, or abandoned bicycles will be removed and placed into temporary storage, and disposed of in accordance with HRS §514B-139.

- c. **Kayak and Surfboard Storage:** Kayak and surfboard storage is also limited. If kayak storage space is not available, you may ask the Resident Manager to have your name placed on a waiting list.

XI. COMMON AREAS & WALKWAYS

- a. **Ingress and Egress:** Per the By-Laws (Article 5, Section 3), common elements shall be used only for their respective purposes as designed. For example, walkways are for walking and not for such activities as ball playing, skateboarding, and rollerblading. No unit owner or occupant shall place, store or maintain in or upon the grounds, recreational areas, halls, lobbies, stairways, walkways, parking areas or other common elements, or the limited common element entry hallways, anything to obstruct transit such as furniture, packages or objects of any kind. The Hawaii state fire code does not allow leaving shoes, slippers, boots or other items outside a unit's entry doorway.
- b. **Repair Costs:** The Resident Manager shall survey damages to common elements. The person(s) responsible will be assessed the costs of repair or replacement.
- c. **Protection of Common Areas:** Furniture, furnishings and equipment of the common elements have been provided for the safety, comfort and convenience of all residents and guests and, therefore, shall not be altered, extended, removed or transferred to other areas without written permission from the Board.
- d. **Fireworks:** No fireworks of any type are permitted anywhere on the premises.
- e. **Dusting & Sweeping:** Garments, rugs, mops, dryer screens or other objects shall not be dusted or shaken from windows, walkways or lanais. Dust, rubbish, or litter shall not be swept or thrown from any part of the property.
- f. **Smoking:** Smoking on the property is not permitted other than indoors, inside the units, with all the doors, windows, and other openings closed to prevent smoke from drifting to the common elements or other units. "Smoking" includes the inhaling, exhaling, burning or carrying of any lighted cigarette, cigar or other tobacco product, marijuana or other substances (including medical marijuana), the use of electronic devices that aerosolize and deliver nicotine or other substances to the person inhaling from the device, and any other activity that is included in the definition of "smoking" under Hawai'i law (Section 328J-I of the Hawai'i Revised Statutes, as amended)
- g. **Visual Conformity:** Items visible from the common areas shall be removed upon the request of the Resident Manager or the Board. Furthermore, no notices, advertisements, bill posters, illumination or other sign shall be inscribed or posted in or about the unit that is visible from the common elements. Torn or soiled window treatments must be repaired or replaced when requested to do so.
- h. **Landscaped Gardens:** When in the gardens, residents must stay on the established pathways and are not allowed to remove or plant anything in the landscaped areas.
- i. **Water Features:** Only authorized personnel are allowed in the streams and ponds. Feeding of fish and ducks is prohibited, as is releasing aquarium fish into the waterways.
- j. **Pond Islands:** The islands are for passive recreation only, and not for active sports or other lively activities.

XII. LANAIS

Adjacent Lanais - Permitted Items

- a. Dining set with chairs/benches, chaise lounges, side chairs, accent tables, bistro sets, ottomans, umbrellas, umbrella stands (heavyweight with protective feet), furniture designed for lanai use and doubles as enclosed storage, small potted plants not to exceed five (5) gallon containers that are placed in containers to prevent dripping of water or soil onto the lanai, free standing privacy screen. **If an item is not on the list, it is NOT permitted.**
- b. Ceiling Fans & Lights are permitted.
- c. Flooring non-porous materials such as tile or stone.
Holiday Decorations are permitted on the interior side of unit lanai railings from Thanksgiving to January 8.

Rooftop Lanais - Permitted Items

- a. Dining set with chairs/benches, chaise lounges, side chairs, accent tables, bistro sets, ottomans, umbrellas, umbrella with stands (heavyweight with protective feet) under counter refrigerators subject to Board review and approval, electric barbecue grill (tabletop or freestanding units) furniture designed for lanai use and doubles as enclosed storage units, serving carts made exclusively for outdoor use, small potted plants not to exceed five (5) gallons of soil per container that are placed in containers to prevent dripping of water or soil onto the lanai. **If an item is not on the list, it is NOT permitted.**
- b. Wet bars are the responsibility of the unit owner to which the roof top lanai belongs.
- c. Except for umbrellas, no furnishings, plants or any other items shall extend above the height of the railing. Umbrellas must be kept closed or removed when lanai is not in use.

Rooftop Lanai Stairway

- a. The State of Hawaii Fire Code requires that the limited common element stairways to the rooftop lanais remain clear with nothing put on the walls or ceilings, or on the stairs.
- b. The Fire Code requires that all stairway rooftop doors remain closed at all times.
- c. Repeated violation of the Fire Code shall be handled as a serious violation under Section II, Paragraph c.

Rules for All Lanais

- a. No penetrations whatsoever are allowed in the walls, floors, ceilings or railings of any lanai without written Board approval.
- b. To insure the watertight integrity of the roof membrane, periodic inspections are required. When requested by the Board and/or Resident Manager, items impacting the integrity of the membrane of the rooftop shall be removed.
- c. Awnings, canopies, gazebos, windbreaks and other such structures are not permitted.
- d. Lanais may not be used as sleeping quarters for residents or guests.
- e. **Railings:** Nothing shall be placed on, leaned against, affixed to, or protrude through lanai railings (except holiday decorations as noted above). Drilling holes in railings is not allowed.

- f. **Flooring:** Moisture retaining materials, such as (but not limited to) rugs and carpeting are not allowed.
 - g. **Storage:** Lanais shall not be used for storage purposes, except for incidental everyday lanai items such as tableware, cushions, towels, cleaning utensils, etcetera, in pre-approved furniture (as described in 1.c. above). Fertilizers and corrosive substances are not permitted.
 - h. **Flammable Materials:** No flammable materials or open flame of any kind is permitted on any lanai.
 - i. **Unsightly Items:** Any items which the Board reasonably determines unsightly, noisy, and potentially dangerous or disturbing to other residents shall be removed when requested.
 - j. **Lanai Care & Maintenance:** Sweeping dust, rubbish and litter off lanais shall be accomplished in a manner, which will not create a nuisance to persons residing in adjacent or lower units or to the grounds or ponds below. Nothing shall be released or thrown from lanais. Sweeping or washing of debris into the ponds or units below is strictly prohibited. The exterior of the building shall present a uniform appearance and to that end, the Board may require the painting of walls, ceilings and railings of each lanai and shall regulate the type and color of paint to be used.
- Rooftop lanai owners shall be responsible for the repair of damage to the lanai due to their own negligence. They shall also be responsible for the maintenance, repair and replacement of lanai light fixtures (light replacement to be per the specifications of the Windward Harbour complex).
- k. No Items, including plant branches, stems, or flowers shall be allowed to encroach outside that unit's lanai area.
 - l. **Water/Soil Spillage:** Owners with plants are liable for any negligent or willful spillage from any lanais that cause staining or damage to the building, roof membrane, neighboring property, or common areas. All potted plants shall be placed in containers and covered during heavy rains to prevent soil runoff. Sprinklers are not allowed. Hoses may be used to water plants but shall not be used to wash off or hose down the lanai floor or membrane where the water drains into common areas.

XIII. NOISE

- a. **Quiet Hours:** 10:00 p.m. to 8:00 a.m. All audio and entertainment systems must be played at reduced volume during these hours. The playing of any musical instruments during these hours is prohibited.
- b. **Laundry:** Clothes washers and dryers shall not be used during quiet hours.
- c. **Excessive Noise:** Each resident is to avoid excessive noise at all times. Excessive noise at any time should be reported to the Resident Manager or night watchperson. Precautions must be taken to prevent slamming of all doors, including screens doors. Departing late night guests should be reminded to leave quietly.
- d. **Automatic Alarms:** Residents may be fined for uncontrolled or continuously activated alarms considered a disturbance or nuisance to others. The use of such timers constitutes permission for the Resident Manager to enter a unit in the resident's absence to turn off or unplug any equipment creating the disturbance - any other agreement regarding entry into the unit notwithstanding.
- e. **Vehicles:** (See IX. Parking Areas)
- f. **Construction Hours:** 8:00 am and 5:00 pm Monday through Saturday (except for emergencies). No construction activity is allowed on holidays. Holidays observed are at the discretion of the Board.

XIV. TRASH & RECYCLING

- a. **Trash Chute Hours:** 8:00 a.m. to 10:00 p.m.
- b. **Disposal Packaging:** Residents are responsible for the proper disposal of their trash/garbage in a sanitary manner. All trash and other refuse shall be securely bagged or wrapped, and fastened before being deposited into a trash chute. Plastic trash bags must be durable enough to withstand the flight down the chute without breakage. Under no circumstances shall flammable or volatile material be thrown down the trash chute or placed in a trash container.
- c. **Large & Heavy Items:** Large empty cartons, oversized packages, and other items likely to clog the trash chute shall be carried down to the trash bins and not left in any common areas of the property. All boxes shall be broken down prior to placement in trash bins.
- d. **Furniture & Appliances:** Residents are responsible for the removal of all unwanted furniture and appliances from the property; such items shall not be left in the trash rooms or other common areas. Contact the Resident Manager for guidance on disposal options.
- e. **Trash Room Doors:** Trash room doors shall be kept closed at all times.
- f. **Recycling:** Recycling containers are located in each ground floor trash room. Please use these containers ONLY for newspapers, plastic/glass bottles or aluminum cans, and plastic containers marked with the symbol "HI-5." Items for recycling are to be rinsed and cleaned with water. Styrofoam boxes or items not made from plastic/glass/aluminum are NOT to be put into the recyclable containers.

XV. POOL DECK & RECREATION ROOM

- 1. **Hours:** 8:00 AM to 10:00 PM Sundays through Thursdays, (11 :00 PM Fridays, Saturdays and on the night before Holidays)
- 2. **Recreation Room Reservations:** Use of the Recreation Room by a resident with ten or more guests is considered a party. The room may be reserved for private parties of not more than 30 persons, provided a reservation is made at least one (1) week in advance. The Recreation Room may not be reserved for a holiday. Holidays observed are at the discretion of the Board. A cleaning deposit of One Hundred Dollars (\$100.00) is required. The host resident is responsible for cleanup, including the lanai and barbecue area if used, and disposal of accumulated trash by the stated end time. The pool, sauna and locker rooms may not be reserved and must remain open to all residents and guests.

Inspections: Inspections of the recreation room must be coordinated with the Resident Manager before and after use.

Recreation Room Bookcases: The bookcase is located on the third floor under the swimming pool deck. The donation and borrowing of magazines and books are encouraged.

- 3. **Barbeque Area:** Barbecue use is on a first come basis. Barbecue users are responsible for the safe operation and cleanup of the barbecue, utensils and sink area immediately after each use. Problems with equipment or safety concerns should be immediately reported to the Resident Manager.
- 4. **Locker Rooms:** Lockers are for day-use only. All items must be removed before leaving premises.
- 5. **Sauna:** Instructions for the use of the sauna are posted at the entrance. Please follow the instructions to ensure

the equipment will not be damaged and you enjoy maximum benefit of the facility.

6. Pool and Jacuzzi Rules & Regulations:

- a. The pool and Jacuzzi are for the use of residents and guests only. Residents must accompany unregistered guests at all times. Rules are posted on the recreation deck
- b. Swimmers must wear appropriate swimming attire and towel dry completely before entering elevators.
- c. For health and hygiene, all persons shall shower before entering the pool or Jacuzzi.
- d. Bobby pins, hairpins, and other such materials shall be removed before entering the pool or Jacuzzi.
- e. Eating, drinking chewing gum are not allowed in the pool or Jacuzzi. Smoking is not allowed anywhere on the property except inside a resident's own unit (per House Rules Section XI, paragraph f.).
- f. All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold, sores, or wearing bandages, are not permitted in the pool or Jacuzzi.
- g. Non-swimmers or persons requiring buoyancy aids are not allowed to use the pool unless accompanied and supervised by a competent adult swimmer. Emergency Life Ring and Life Hook are located on the recreation room exterior wall.
- h. Spitting, spouting of water, or blowing the nose in the pool or Jacuzzi is prohibited. Incontinent persons and swim diapers are not allowed in the pool or Jacuzzi.
- i. Scuba equipment, inner tubes, swimming fins, toys, or other inappropriate equipment shall not be allowed in the pool or Jacuzzi. However, small children may use small tubes, water wings, or similar devices for safety purposes, if accompanied in the pool by an adult. No large flotation devices are allowed in the pool if they restrict the use or enjoyment of the pool by others.
- j. All users of the Jacuzzi must read the health and safety notice posted at the Jacuzzi. Persons weighing less than seventy-five (75) pounds (34 kilograms) and incontinent persons are not permitted in the Jacuzzi at any time.
- k. No Lifeguard on Duty: Residents and their guests shall use the swimming pool at their own risk. The Association does not employ a lifeguard. Children and guests are the sole responsibility of the resident hosts. Unregistered guests must be accompanied by a resident host. All swimmers swim at their own risk.
- l. Limitations and Liability: Parents or guardians are completely responsible for their children or wards at all times while on the pool deck.
- m. Pets: Pets are not permitted on the pool deck except Certified Service Animals while assisting a physically challenged person.
- n. Food and Drink: Drinks are allowed only in unbreakable containers in and around the pool area, but not in or near the swimming pool or Jacuzzi.
- o. Pool Furniture: All persons using suntan lotions and oils, etc. shall protect the furniture and the deck area with towels. Furniture must not be removed from the confines of the pool area.
- p. Conduct: Safety must be observed at all times. Horseplay, running, diving, screaming, or other boisterous conduct is not permitted.

- q. Electronic devices such as audio systems and cell phones with speaker turned on shall be operated in the pool area at a low volume level so as not to create a nuisance to other pool users. Loud unruly behavior will not be tolerated; offensive persons will be asked to leave.

XVI. TENNIS COURTS

- a. **Hours:** 8:00 a.m. to 10:00 p.m. daily.
- b. **Use:** The Tennis Courts are for the exclusive use of playing tennis. Hard-soled shoes, boots, slippers, or any other types of shoe that could mar or damage the playing surface are prohibited. Drinking and eating on the court is not allowed. Lights must be turned off when not in use.
- c. **Reservations:** If others are waiting to play, playing time is limited to one (1) hour. Residents must accompany unregistered guests at all times.

XVII. KIDDIE CAGE

- a. **Hours:** 8:00 a.m. to 8:00 p.m. daily.
- b. **Use:** The Kiddie Cage is available for use by residents and their guests. Children must be accompanied by an adult resident and not be left unsupervised at any time. Play equipment is not to be removed from the cage enclosure. Excessive noise will not be permitted. This area is not to be used by Day Care Services.

XVIII. BUILDING MODIFICATIONS

- a. **Exterior Alterations:** Additions or alterations to the original design of the building exterior are not permitted, except as provided for in the HRS §514B-140 and Association governing documents.
- b. **Transmission:** Antennas are prohibited unless approved in writing by the Board of Directors. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. Installation, maintenance and repair must meet the restrictions as noted in the By-Laws.
- c. **Signage:** No signs, signals or lettering of any type shall be inscribed or exposed on any part of the building exterior, the interior entries, or grounds, nor shall any signage be projected out of any window or off any entry bridge or lanai other than those signs approved by the Board.
- d. **Responsibility for Damage/Cleaning Caused by Alterations:** Any cost incurred by the Association to repair any damage caused to any unit or the common elements by the construction of any additions or alterations shall be promptly reimbursed by the owner. Any cost incurred by the Association for additional cleaning of the common elements resulting from such additions or alterations shall be promptly reimbursed by the owner.
- e. **Modification for the Disabled Per Federal Law:** Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, disabled persons shall: (1) be permitted to make reasonable modifications to the common elements, at their expense, if such modifications are necessary to enable them to use and enjoy their units or the common elements as the case may be; and (2) be allowed reasonable exemptions from the Declaration, the By-Laws, and these House Rules, when necessary to enable them to use and enjoy the common areas and/or their units, provided that any disabled person desiring to make such modifications or desiring such an exemption shall so request, in writing to the Board of Directors. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay

its consent to such request, and any such request shall be deemed to be granted if not denied in writing within forty-five (45) days of the Board's receipt thereof.

XIX. UNIT MODIFICATIONS

- a. **Structural Changes:** No structural changes of any type shall be permitted either inside or outside a unit except in accordance with HRS §514B-140 and Association governing documents. Before undertaking unit modifications, an owner shall check with the Resident Manager regarding the specific requirements pertaining to contractors and builders concerning the removal, disposal and prevention of the spread of debris generated by renovation or refurbishing work undertaken in a unit.
- b. **Indemnification Agreement:** The Board may require the owner to execute an indemnification agreement prior to making any additions or alterations. In such case, the owner shall pay all service charges relating to an indemnification agreement, including but not limited to legal fees for the preparation and filing at the Bureau of Conveyances of such indemnification agreement.
- c. **Awnings:** No awnings, shades, windbreaks, or canopies of any type shall be installed on lanais adjacent to units, rooftop lanais or the outside of the building.
- d. **Air Conditioners:** No unit owner shall install any window-type or split-system air conditioners without prior written consent of the Board. See Resident Manager for details and requirements for installing Air Conditioning units.
- e. **Modification for the Disabled Per Federal Law:** The Board will at all times comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, when acting upon requests by physically challenged persons to make reasonable modifications, at their cost, to their units if the proposed modifications are necessary to enable said handicapped persons to have full use and enjoyment of the property. The Board will also comply with the provisions of the Federal Fair Housing Act and Chapter 515, Hawaii Revised Statutes, when acting upon requests by handicapped persons for exemptions, from any of the provisions of the governing documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoy their units and/or the common elements of the property.
- f. The board has determined that the following objects within each unit pose a high risk of damage to other units or the common elements if they are not properly inspected, maintained, repaired, or replaced by owners. Inspection, maintenance, repair, and replacement is the owner's responsibility. Damaged caused by one unit to another or to common elements due to lack of adherence to this policy is the responsibility of the offending party.

High Risk Components: toilets, bathtubs & showers, sinks (includes wet bars), water heaters, clothes washers & hoses, dishwashers, refrigerators, freezers & ice makers, rooftop lanai membranes & electrical outlets/lights, rooftop fixture seals, windows, air conditioning units, smoke detectors

XX. BULLETIN BOARD POSTINGS

Posting of Notices: Requests for posting of notices by residents shall be given to the Resident Manager for approval of content before posting (allow 24-48 hours for approval).

Personal Ads should not exceed 8-1/2 x 11 letter size stationary with pictures.

Recreation room reservations shall be on a 3 x 5 card that includes the host's name, unit number, date and times of reservation.

Real Estate notices: "For Sale" or "For Lease" shall not exceed 6" x 4" in size. In addition, real estate agent "Open House" and "For Sale" signs shall be placed upon the property so as not to block ingress or egress by the residents and removed when the agent leaves the property.

XXI. COMPLIANCE

Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and By-Laws of the Association of Unit Owners of Windward Harbour, and in the event of any conflict between the House Rules and the Declaration and By-Laws, the Declaration and By-Laws shall govern and the Board shall make such changes to these House Rules from time to time to comply with the Declaration and By-Laws.

Each owner and tenant is responsible for abiding by all House Rules and governing documents established for the Windward Harbour Association of Unit Owners.

Emergency Services: If the immediate services of an ambulance, doctor or fire and police departments are required, it is the responsibility of the residents to call the 911 hotline. To report other situations such as safety concerns, flooding or theft, call the Watch person or Resident Manager (**See booklet cover**)

XXII. KAILUA GARDENS COMMUNITY ASSOCIATION (KGCA)

KGCA rules apply to all residents and guests of Windward Harbour regarding the roadways and sidewalks on Aoloa Street and Aoloa Place. The use of this property is restricted to vehicles owned or operated by residents and guests.

a. Automatic Gates: Bar code decals are required to ingress/egress at the Kailua Road end of Aoloa Street. A motor vehicle must be registered with the Resident Manager in order to be allotted a bar code decal. Decals are provided and installed by the Resident Manager and attached to the rear most driver side window of the vehicle. Bar code decals must be affixed to a motor vehicle. A unit is allotted up to three bar code decals and only up to three decals can be active simultaneously. Security cameras record all vehicles transiting the gate entry/exit point. Damage to the gates due to intentional or unintentional actions will be billed to the owner of the licensed vehicle.

Should the owner of a registered vehicle having a bar code decal sell the vehicle, the owner shall remove the decal and provide it to the Resident Manager for deactivation. Should the owner buy a new vehicle, the owner can receive a new free decal for the newly registered vehicle.

b. Speed Limit: 20 MPH

c. Parking: Vehicles parked on KGCA streets must be street legal with current license and safety stickers and in operable condition. Vehicles must be parked within the painted white lines and at no time are vehicles to be parked at red painted curbs. Boats and trailers are not permitted to be parked on the Kailua Garden streets. Parking is limited to 72 hour periods. Failure to comply with these parking restrictions may result in the removal of a vehicle at the registered owner's expense.

d. Littering: Place all rubbish/trash in the nearest receptacle.

e. Pets: All pets must be on a leash, or in a pet carrier. Pet walkers are required to clean up after pets.

**Quick Reference for
REVISED HOUSE RULE PARAGRAPHS**

Paragraphs revised in 2019:

V. PETS, g. Care

VI. FACILITY ACCESS, b. Driveways

VIII. MOVING AND DELIVERIES, j. Deliveries

IX. PARKING AREA, a. Vehicle Registration with Association

IX. PARKING AREA, d. Guest Parking Garage

IX. PARKING AREAS, g. Care in Parking

IX. PARKING AREAS, i. Towing

XI. COMMON AREAS & WALKWAYS, f. Smoking

XV. POOL DECK AND RECREATION ROOM, no. 6., e