

Halemalu at Puhi COMMUNITY RULES

A. PURPOSE OF THESE RULES

The purpose of these Community Rules (these “rules”) is to protect all owners and occupants of Halemalu at Puhi condominium community (the “Community”) from annoyance and nuisance caused by improper use of the homes and also to protect the reputation and desirability of the Community and to provide for the maximum enjoyment of the Community. These rules supplement, but do not change, the obligations of home owners and other persons using the Community as set forth in the Declaration and the Bylaws. In the event of any inconsistency between these rules and the Declaration and the Bylaws, the latter will prevail. The Board has the authority to make such other rules or to amend these rules from time to time as the Board deems advisable for the safety, care and cleanliness of the Community and for securing the comfort and convenience of all the owners and occupants of the Community, as provided in the Bylaws. The full authority and responsibility for enforcing these rules may be delegated to a managing agent or resident manager by the Board. All owners, occupants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, that neither the Board nor the managing agent shall be responsible for any noncompliance with or violation of these rules by owners, occupants or their guests.

B. TERMINOLOGY

- 1. Agent.** Any real estate broker, corporation, firm or individual empowered to act on behalf of any home owner.
- 2. Association.** The Association of Home Owners of Halemalu at Puhi.
- 3. Board.** The board of directors of the Association.
- 4. Bylaws.** The Bylaws of the Association, as amended from time to time.
- 5. Community.** Halemalu at Puhi condominium community.
- 6. Declaration.** The Declaration of Condominium Property Regime of Halemalu at Puhi, as amended from time to time.
- 7. Guest.** A person who resides other than at the Community and visits the Community for a period of time at the invitation of an occupant.
- 8. Home.** A home in the Community.

9. Managing Agent. The agent engaged by the Board for management and operation of the Community, pursuant to the Declaration and the Bylaws.

10. Occupant. A person who occupies a home in the community.

11. Owner. The owner or owners of record of a home in the community.

12. Other. All terms defined in the Declaration and in these rules with initial capitalization shall have the same meaning as set forth in the Declaration.

C. OCCUPANCY OF HOMES

1. Record of Occupants. Each Owner and Occupant shall file his or her name, mailing and e-mail address and phone number with the Board or the Managing Agent upon purchasing or taking occupancy of a Home.

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2. Number of Occupants. Occupancy is limited to no more than two (2) persons per bedroom in each Home, not including children under the age of five (5) years, but in no event shall the number of Occupants per bedroom exceed three (3), including children under the age of five (5) years.

3. Absent Owner. An Owner shall be responsible for designating a local Agent to represent his or her interest if he or she will be absent from the Home for more than thirty (30) days. The Owner shall file with the Managing Agent his or her mailing and e-mail address and telephone number, and the mailing and e-mail address and telephone number of the Agent. At his or her expense, the Owner shall have his or her Agent or some other designated person conduct monthly inspections of the owner-unoccupied Home, assuming responsibility for the contents of the Home.

4. Children. An Occupant of the Community shall be responsible for the conduct of his or her children at all times and shall ensure that their behavior is neither offensive to any Occupant nor damaging to any portion of the Community. Residents and guests are not permitted to play in the parking areas or streets, and are encouraged to play in Sunshine Park.

5. Guests. Owners and Occupants are responsible at all times for the reasonable conduct of their Guests.

6. Nameplates. Nameplates and names, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board.

7. Security. Owners, Occupants or Guests who entrust the key to a Home, vehicle or other item of personal property to an employee of the Board or of the Managing Agent, do so at the sole risk of such Owner, Occupant or Guest and neither the Board nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever.

8. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Managing Agent or the resident manager, if any.

9. Electrical Equipment. All radio, television, dish, antennae, A/C unit or other electrical equipment of any kind or nature installed or used in or on each Home shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Home.

10. Water Facilities. Toilets, sinks, and other water or sewer facilities in the Community shall not be used for any purpose other than those for which they were designed. Sweepings, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of any toilets, sinks or other water facilities in a Home shall be immediately repaired by the Owner of such Home at his or her sole expense. (Note: County electrical, plumbing or building permits may be required.)

11. Prohibited Activities. No activity shall be engaged in and no substance introduced into or manufactured within a Home or the Community which might result in a criminal or civil violation of the law or which may overload or impair the structural integrity of a building or result in the cancellation of the insurance or increase in the insurance rate on the Community.

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D. RENTALS/TEMPORARY OCCUPANCY

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1. Use By Lessees, Tenants and Guests. Owners who permit occupancy of their Homes by others shall convey a copy of these rules to the Occupant. Each Owner shall be responsible for the actions or omissions of all Occupants of his or her Home and their Guests.

2. Conduct of Tenants and Guests. An Owner shall, upon the request of the Board, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of a Home by the Owner's tenants or Guests as deemed contrary to the intent and spirit of these rules. If the Owner is unable to control the conduct of the tenants or Guests, the Owner shall, upon request of the Board, immediately remove such tenants or Guests from the Community, without compensation for lost rentals or any other damage resulting from such removal.

3. Appointment of Local Agent. Owners shall be responsible for designating a local Agent to represent the Owners' interests if they reside outside the County of Kauai. Such Owners shall file with the Board the name, mailing and e-mail address and telephone number of the Agent.

4. Notice. The Board shall be notified by the Owner or his Agent of the name, mailing and e-mail address, telephone number and duration of stay of any tenant or Guest.

E. COMMON AREAS, PRIVATE YARD AREAS

1. Aesthetics. No Owner or Occupant shall permit an unsightly condition to be maintained in open view from such Owner's Home or the limited common elements appurtenant thereto or any adjoining common area of the Community, and in particular, nothing shall be hung from windows. For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers (except as specifically provided, containers must be kept behind fences in Private Yards, or within the Home); broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear, equipment, cans, bottles, coolers, ladders, crates or barrels; unshaded or improperly shaded lights that create an objectionable glare; and weeds, untrimmed grass and other uncultivated plant life. No shades, awnings or window guards shall be used without the prior approval of the Board.

2. Windows. Garments, rugs, mops or other objects shall not be dusted or shaken from windows of the buildings or cleaned by beating or sweeping on any exterior part of the buildings.

3. Public Ways. The sidewalks, driveways and passageways of the Community must not be obstructed or used for purposes other than ingress and egress. Items of personal property shall not be left, parked or allowed to stand in any part of the common elements or Common Driveways so as to interfere with ingress and egress. Items left in violation of this section will be removed at the Owner's risk and expense at the direction of the Board. Surfboards and bicycles and related items shall not be left or allowed to stand on any part of the Community, other than within the confines of a Home or any storage area set aside or assigned for such purposes. Skateboards, rollerblades, scooters and all non-street legal vehicles shall not be operated on walkways, sidewalks, roadways, or within the parking areas. Bicycles and motorcycles shall not be operated on walkways or sidewalks or within the parking areas, but may be operated on the roadway if rules of the road are followed.

4. Lost Property. Neither the Board nor the Managing Agent or resident manager, if any, shall be responsible for packages or other deliveries or personal property left at doors of Homes or any other undesignated place on the Community, or left with any employee of the Association.

5. Soliciting. No soliciting of goods and services, or religious, fundraising or political activities shall be permitted on or at the Community unless approved by the Board.

6. Signs. No Owner or Occupant may erect, affix or place any signs or other advertising materials in front of or on the common elements visible from any point outside of his or her Home, without the prior written approval of the Board. "For Sale" and "For Rent" signs of five square feet or less are allowed.

7. Recreation Areas. Owners and Occupants may use Sunshine Park and any recreational facilities of the Community if developed in the future, provided that each Owner and Occupant shall assume all risk of personal injury or property damage that may result from the use of the recreational facilities by themselves or their family members and Guests. A Guest of any Owner or Occupant may use such facilities only when accompanied by such Owner or Occupant.

8. Common Area Yards. No personal equipment or recreational gear may be installed or affixed to common area buildings, fences or landscaping, including, but not limited to, swings, basketball hoops, bicycles and tether balls.

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9. Clothes Lines. No clothes lines or other outside clothes drying or airing facilities shall be permitted on any part of the common elements so as to be visible from other Homes or the common elements of the Community.

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10. Removal of Items. Any item creating a nuisance or hazard (as determined by the Board) within any Home or the common elements shall be removed upon the request of the Board or the Managing Agent.

11. Protection of Common Areas. Furniture, furnishings and equipment, if any, of the common elements have been provided for the safety, comfort and convenience of all residents and Guests and, shall not be altered, extended or removed or transferred to other areas without permission from the Board or the Managing Agent. Waste disposal, including but not limited to green waste, soil, pet waste and rubbish, is prohibited on common area yards and adjoining land.

12. Fireworks. There shall be absolutely no use of any kind of fireworks of any type at anytime in, from or around the Community.

13. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided for trash disposal. Trash containing food shall be securely wrapped before being placed in a receptacle. After weekly trash pickup, empty trash containers shall be promptly removed from the common areas.

14. Private Yard Area Landscaping. Owners or Occupants of Homes shall not plant or place any potted tree(s) or other vegetation on any part of the Private Yard Area with root systems or foliage growth patterns which come in contact with, hang over, may grow too close to or can impair any portion of the common elements (such as fences, street lights or buildings) or utility services of the Community. All vegetation shall be kept trimmed at all times so as not to encroach on neighboring Yards or common elements. The installation of a concrete or wood treated deck within the Private Yard Area shall meet the following requirements and have Board approval before commencement of any such work, provided: i) the work has appropriate building and zoning permits, and in particular shall comply with all County setback requirements; ii) the area to be covered with

concrete (including any piers for a wood deck) shall be treated by a licensed pest control contractor specifically for termites, and a copy of the warranty is to be given to the Managing Agent within three working days of the termite treatment; and iii) the deck shall have sufficient drainage away from the building with appropriate clearance from the glass door track complying with applicable County of Kauai regulations. Home owners should consult with the Managing Agent prior to landscaping or related activities in the Private Yard Area.

F. MAINTENANCE, REPAIRS AND MODIFICATIONS

1. Maintenance of Homes.

(a) Every Owner shall at all times promptly perform all repair and maintenance work within his or her Home, the appurtenant Private Yard Area and related Private Yard Area fences and Party fences, if applicable, for which the Owner is responsible pursuant to the Declaration and the Bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other Home, caused by his or her failure to do so.

(b) The repair and maintenance of installations of each Home such as plumbing systems (water, sewage, sanitation), electrical systems (electric power, telephone, lamps), mechanical systems (air conditioning), doors, windows, and all other fixtures and accessories belonging to such Home, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such Home, shall be at the Owner's expense.

(c) The repair and maintenance of common area buildings, surfaces, and landscaping shall be performed by Association contracted workers. Owners are encouraged to alert the Managing Agent of observed damage or required maintenance of common areas. At no time are Owners allowed to access common area roofs for maintenance of Private Yard landscaping or cleaning of windows.

2. Private Yard Area Maintenance. It is intended that the Homes and the Private Yard Areas be properly maintained. To that end, the Board may require the maintenance, repair and/or replacement of Private Yard Area landscaping and Private Yard Area fences where an Owner fails to comply with the Board's requirements. The Board is authorized to contract for such maintenance, repair and/or replacement of Private Yard Area landscaping and to make payment out of the maintenance fund in the case of common elements and in the case of individual Homes, the Board shall individually charge such sums to the respective Owners.

3. Structural Changes. No structural changes of any type shall be permitted to a Home without the prior written approval and consent of the Board, and such changes shall be in accordance with the Declaration and the Bylaws. No additions or alterations to the original design of a Home, which are visible from the exterior of any Home, shall be permitted without the prior written approval and consent of the Board and only if in

accordance with the Declaration and the Bylaws. If board approval is obtained, any building or structure that is erected, constructed, enlarged, altered, repaired, moved, improved, removed, converted or demolished shall first obtain Kauai County Building Division and Planning Department permits.

4. Antenna. No private radio, satellite dish, television or other outdoor antenna may be erected or installed on or anywhere within, or attached to or protruding from, the Homes or the common elements without prior Board approval.

G. PARKING AREAS, ROADWAYS, GARAGES

1. Maintenance of Spaces/Driveways. Owners and Occupants shall be responsible for the cleanliness of their respective garages, parking stalls and, if applicable, the appurtenant limited common element driveways, including the removal of any grease or oil build-up. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in the parking stalls or driveways.

2. Observance of Signs. Vehicle operators within the Community shall observe all traffic signs posted in the Community, whether by the appropriate County authorities or by the Association. Vehicles shall travel at no greater than fifteen (15) miles per hour while within the Community.

3. No Impeding of Access. No vehicles belonging to an Owner or Occupant or to a family member, tenant, Guest, or employee of an Owner or Occupant shall be stopped or parked so as to extend into any portions of the roadways or sidewalks, or impede or prevent ready access to a home with a common driveway to any entrance or any exit from the Community by another vehicle.

4. Parking in Proper Place. The Board may adopt rules limiting parking in the roadways and driveways serving the Community. Parking is allowed on one side of the roadway and common driveways. Parking on designated red curbs is prohibited, and red curbs must remain clear at all times to allow emergency, postal, and utility vehicle access. Boats, trailers, cars, recreational vehicles, etc., and non-vehicular and personal items must be stored either within an enclosed garage or outside the Community. At no time are vehicles, boats, trailers or motorcycles allowed on the common area or Private Yards. Any damage incurred to common area irrigation systems or landscaping due to improper parking will be repaired at the Owner's expense. Vehicles parked in unauthorized locations may be towed away at the expense of the Owner or operator thereof.

5. Parking on Scheduled Refuse Pickup. Street parking is not allowed from 10:00 p.m. the night before trash pickup until the following morning after County trash pickup.

6. Maintenance of Storm Drains. At no time are any materials, substances or objects allowed in or around the storm drains. Prohibited items include, but are not limited to: mud, sand, plants, pet waste, rubbish and chemicals. Storm drains are to remain unobstructed to allow water flow from the streets.

7. Condition of Vehicles. No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted within the Community. No racing of motors shall be permitted and all motor vehicles shall be equipped with quiet mufflers. All vehicles parked in the Community shall be in operating condition with a current vehicle license and safety sticker as required by state law.

8. Towing of Vehicles. The Board and the Managing Agent are authorized to have towed away or removed at the Owner's expense any vehicle or equipment parked, located or used in violation of these rules and shall not be subject to any claim for liability or damage in the exercise of such authority.

9. Garage Doors. Owners are encouraged to keep overhead garage doors closed except when entering and exiting and during the loading and unloading of personal property for purposes of Owner and Home safety, as well as aesthetics.

H. PETS

1. Permitted Pets. No livestock, poultry or other animals whatsoever shall be allowed or kept in or on any part of the Community, except that dogs, cats or other common household pets as described in the Bylaws, in reasonable number (as determined by the board) may be kept by Owners and Occupants in their respective Homes. Pets are only allowed on the common elements of the Community if they are on a leash or in a pet carrier. Pets must be accompanied by the Owner at all times when on the common area, and may not be tied up by a leash or other means and left unattended on common areas, driveways or in open garages.

2. Pet Waste. Owners and Occupants shall be responsible for the immediate and proper removal and disposal of all fecal matter of pets kept in their Homes. On common areas and private yards, pet waste must be picked up and properly disposed of immediately. Pet waste must be deposited in Owner trash containers and disposed of on the next scheduled refuse pickup day.

3. Breeding of Pets. Pets shall not be kept, bred or used for any commercial purpose.

4. Damage. Any personal injury to residents or pets, or property damage to the structures, grounds, flooring, walls, trim, finish, tile, carpeting, stairs or other portion of the Community caused by a pet will be the full responsibility of the pet owner and the Owner of the Home in which the pet is kept.

5. Nuisance Removal. Any pet which is a nuisance or causes unreasonable disturbance to any Occupant or causes damage to the Community shall be removed by its Owner or by the Occupant of the Home in which it is kept promptly upon the request of the Board. Pet owners should be aware of the Animal Nuisance Law which defines excessive noise by any animal as continuous or incessant for a period of ten minutes or intermittently for one-half hour to the disturbance of any person at any time of the day or night. Pet owners

are encouraged to train their animals so as not to create a nuisance for the residents of the Community.

6. Neighbor Complaint Resolution. The Board will have all powers as set forth in Section L of these rules and otherwise in the Bylaws to require compliance with the rules. Neighbor complaints based on alleged violations of this Section shall first be reviewed by the Board before resort by the complaining party to other remedies permitted hereunder.

I. NOISE, NUISANCES AND HAZARDS

1. Hazards. No Owner or Occupant shall use or permit to be brought into the buildings or common areas of the Community anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives of any kind. One-gallon containers of gasoline for yard maintenance equipment is allowed, if properly contained and stored. No activity shall be engaged in and no substance introduced into or manufactured within the Community which might result in a violation of the law or in the cancellation of the insurance or increase in the insurance rates on the Community, if any.

2. Nuisance. No nuisances shall be allowed in the Community and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community by other Owners and Occupants.

3. Disturbances. Owners and Occupants shall not cause excessive noise of any kind and shall be considerate of other Occupants at all times. Occupants shall not make or cause, or permit their families or their Guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other Occupants.

J. GENERAL RULES AND REGULATIONS

1. Employees of the Association.

(a) The Association's maintenance and contract employees, if any, will use every effort to effectively care for the grounds of the Community. To the extent that such employees are unable to do so, every Owner or Occupant is to do his or her part and to use his or her influence on all members of his or her household to do their part towards abating unsightliness on the Community.

(b) Maintenance and contract employees of the Association are under the sole direction of the Board and the Managing Agent; and during prescribed hours of work, they shall not be diverted to the private business or employment of any individual Owner or Occupant.

(c) No Owner or Occupant may require maintenance and contract employees of the Association to leave the common elements of the Community or to perform any personal tasks.

2. No Solicitation. No solicitation or canvassing is permitted in the Community at any time.

3. Access to Homes. The Managing Agent shall not give access to a Home without the written permission of the Owner thereof, a registered Agent of the Owner or a registered Occupant.

4. Observance of Law. Each Owner and Occupant will at all times keep his or her Home in a strictly clean and sanitary condition and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these rules and any agreements, decisions and determinations duly made by the Association.

K. DESIGN GUIDELINES

1. Exterior Alteration or Addition. In accordance with the Declaration, all exterior alterations or additions to Condominium Homes in the Community require the Board's advance written approval as to design, materials and contractor. Before commencing any improvement requiring an addition or alteration, the Homeowner shall first obtain the written approval of the Board. For the purposes of this rule, such improvements shall include, without limitation, fences, and the alteration of the existing common area building, surfaces, landscaping or color scheme.

2. Design Approval Procedures. Homeowners seeking the Board's approval of proposed modifications shall comply with the provisions contained in the Declaration for submission of the proposal to the Board. Any request for modification shall be submitted in writing and shall conform to any rules and regulations adopted by the Board.

3. Limitations on Board's Action. Approval of a Homeowner's request by the Board is solely for the architectural design or scheme thereof and for conformance with the requirements of these rules. It is the Owner's responsibility to ensure that all modifications or additions comply with all applicable statutes, ordinances, codes, rules and regulations and to secure any other necessary approvals and permits in advance of the visible commencement of construction of the proposed improvements. No representations are made nor is responsibility assumed by the Board for any action taken under these rules. It is the sole responsibility of the Homeowner and the Homeowner's design professional to examine the premises and to undertake adequate design for all improvements or changes to be constructed and made on the Owner's property. The Homeowner shall be solely responsible for the effects on the value of any property which result from any modification to property due to any approval granted under these rules.

4. Other Codes, Laws, Rules and Ordinances. Approval of plans does not modify or eliminate the Homeowner's obligation to comply with all existing laws, ordinances, rules and regulations, as may be amended or hereafter made by any governmental authorities, or with such terms and conditions required under the Declaration or any deed, lease or mortgage. In case of conflict, the more stringent requirement shall apply.

L. ENFORCEMENT OF RULES

1. Violations and Damages.

(a) All corrective actions with respect to violations of these rules and damages to the common elements shall be enforced by the Board and should be reported promptly to the Board or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for costs incurred directly or indirectly related to such Owner's tenants or such Owner's, or his tenant's, family members or Guests.

(b) Damages to common elements shall be inspected by the Board or the Managing Agent or resident manager, if any, at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by such Owner's tenants or such Owner's, or his tenant's, family members or Guests.

2. Complaints. Complaints and suggestions regarding the Community shall be made in writing to the Board or the Managing Agent.

3. Observance of Rules. Each Owner shall observe and perform these rules and ensure that such Owner's tenants and Guests also observe and perform these rules. The Owner shall be responsible if expenses are incurred due to violations of these rules by such Owner's tenants, family members or Guests or the family members or Guests of such Owner's tenants.

4. Violation of Rules. The violation of any of these rules shall give the Board, acting on behalf of the Association, the right to:

(a) Only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner, Occupant or Guest, enter the Home (or secure an order permitting entry into a Home) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these rules, and the Board shall not thereby be deemed guilty in any manner of trespass; and/or

(b) Enjoin, abate or remedy through the commencement of arbitration as provided in the Declaration to the extent provided in the Declaration, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

M. AMENDMENTS

These rules may be amended by the Board at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners.

If any portion of these rules is subsequently declared invalid, this shall not invalidate the remainder of this document.

The Board adopts the foregoing Community Rules as the Community Rules for Halemalu at Puhi on behalf of the Association this 3rd day of May, 2010.

By:

Board of Directors,
AOAO HALEMALU AT PUHI

AOAO Halemalu at Puhi

House Rule Amendment: Garage Doors

Approved by the Board of Directors on
March 29, 2012

Due to safety concerns where garage doors are open at all times, the Board of Directors unanimously approved an amendment to the House Rules allowing for garage doors to remain open only when the garage is actively being used and the resident is present. Otherwise, the garage door must be closed.

Circulated:

4/10/2012: Emailed to owners and rental agents
Sent via postal delivery to all owners
Hand-delivered to rental units
Posted to the association website