



The Arbors

91-927 La'aulu street, Ewa Beach, Hawaii 96706 / Phone & Fax 808-683-5261

Rules & Regulations Of the Association of Apartment Owners The Arbors

These rules & regulations (House Rules / Rules) are designed to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and to preserve the project's reputation and desirability. All owners/tenants should have the opportunity for maximum enjoyment of his or her apartment.

All owners, residents, tenants, guests and invitees are bound by these rules. It is the unit resident's responsibility to ensure the compliance of each person invited onto the property.

These rules may be amended by the Association of Apartment Owners of The Arbors (the 'Association') as provided in the Association's Bylaws.

The Board of Directors ('BoD') of the association has full authority and responsibility for the enforcement of these rules; however, the BoD may delegate its responsibility to a managing agent.

I. Definitions: The following terms, whenever used in these Rules, shall have the following meanings:

1. The 'Project' shall mean The Arbors condominium project and all of its apartment buildings, grounds and facilities.
2. Apartment 'Owner' or 'Owner' shall mean the person or persons holding legal title to an apartment and its appurtenant common interest or the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances of the State of Hawaii, where such transactions are usually recorded.
3. 'Tenant' shall mean any person lawfully occupying an apartment under an agreement (oral or written) with the owner.
4. 'Guest' shall mean any person who has been invited onto the Project by an owner or resident.
5. 'Invitee' shall mean any tradesman who is authorized to be on the property by a resident or owner to perform services. Examples of invitees are carpenters, plumbers and delivery persons. The association staff and management will not grant access to any invitee or guest unless such person(s) are here for the express purpose of conducting association business.
6. 'Common Elements' are defined in the Declaration of Condominium Property Regime of The Arbors and include, among other things, the grounds, the landscaping, visitor parking stalls, all recreational facilities and buildings, and all common utility facilities. Any line, pipe, wiring, duct work, etc. that services two or more units shall be considered a 'Common Element.'
7. 'Limited Common Elements' are also defined in the Declaration of the Condominium Property Regime of The Arbors and includes, among other things, all parking garages, mailboxes, courtyards and lanais and exterior 'B' unit stairways. Any item that the Association has jurisdiction over with regards to up-keep and maintenance that services only one unit shall be considered a 'Limited Common Element.'
8. 'Apartment I Home I Unit' shall mean the dwelling of any person/ occupant to include the garage and lanai areas.
9. 'Project Documents' are the Declaration of Condominium Property Regime of The Arbors, the Bylaws of the Association of the Apartment Owners of The Arbors, the Rules and any amendments thereto (addendums).

ii. Use & Conduct; Generally:

1. Use of Apartment: The apartments shall be occupied and used only as private dwellings by the owners, their families and tenants (sometimes referred to in the Rules as 'residents'). The apartments may not be used for any other purpose without the prior written consent of the BoD.

- A. Leasing of the apartment for periods shorter than thirty (30) days is prohibited. No unit may be used as transitional housing in similarity to hotels and other temporary rental complexes.
2. **Conduct of Residents:** Owners shall be ultimately responsible for their conduct and the conduct of all of their tenants, guests and invitees at all times, regardless of whether they are at fault or not. Owners must ensure that their behavior is in full compliance with these Rules and is neither offensive to any other resident of the Project nor damaging to any portion of the common elements nor in violation of the association governing documents. If the owner is unable to control the conduct of residents within their unit, within the guidelines outlined in these rules and other project documents, he / she shall, upon request of the BoD or managing agent, immediately remove such residents from the project.
 3. **Condition of Apartments:** Each apartment owner will at all times keep his / her apartment in a clean and sanitary condition, to include the unit lanai and garage areas, and will abide by all laws, ordinances, rules and regulations and the project documents that affect the property. Each apartment owner will also ensure that he / she and their residents / tenants shall comply with any future rules imposed by the BoD relating to the use, maintenance and enjoyment of the project.
 4. **Floor Covering:** All Type IA apartments (B units) shall have, except in the kitchen, bathrooms and entryway, carpeting or other noise deadening material, as approved by the BoD, throughout the unit in order to reduce noise to the Type 1 (A units) below.
 5. **Owner's Responsibility to Remedy:** If the BoD requests, every apartment owner shall do whatever is necessary to remove or remedy anything relating to his / her apartment that violates these rules or the project documents. The unit owner shall bear full financial responsibility for the remedying of the problem. Should the association staff be required to remedy any identified problem the unit owner shall be assessed the costs for labor and materials PLUS any reasonable service fee as required (A typical service fee can range from \$25.00 and up. Labor charges are at the rate of \$15.00 per man-hour. Materials are charged at the rate for which they were obtained) Such fees left unpaid shall be placed on the unit owners account and deducted from the monthly paid maintenance fees creating a possible delinquent status in said account.
 6. **Use of Water Facilities:** Toilets, sinks and other water apparatus in or around each building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere within the building or common elements traced back to an 'at fault' unit's sink(s), toilet(s) or other water apparatus shall be repaired and paid for by the owner of such unit.
 7. **Pets:** No livestock, poultry or other animals whatsoever shall be allowed or kept in any part of the premises except that dogs, cats and other household pets limited to a total of two (2) in number, may be kept by occupants in their respective units, but shall not be kept, bred, or used for any commercial purpose. All pets must be registered with the resident manager with an accompanying picture.
 - A. No animals shall be allowed on any common elements except in transit when carried or on a leash and, in any case, no animals shall be allowed on any part of the recreation area grounds. Pet owners must immediately clean up any droppings left by their pets on common areas and lanai areas so as not to create a pest/odor problem for neighboring units in accordance with City & County Ordinance #3912. Any pet causing a nuisance or unreasonable disturbance to any occupant of the premises shall be promptly and permanently removed upon notice given by the BoD or the managing agent.
 - B. Notwithstanding the foregoing, certified guide dogs, signal dogs, or other animals upon which physically impaired persons depend upon for assistance shall be allowed in the common elements while on a leash, provided that such animal shall at all times be accompanied by the person requiring assistance.
 - C. In the event said certified guide dogs, signal dogs or other animal upon which a physically impaired person depends upon causes a nuisance, the person shall be responsible for abating the nuisance within a reasonable time. In the event the person is unable to abate the nuisance, the person will be required to remove the animal from the project. The person will be provided with a reasonable amount of time to secure a replacement animal before he / she is required to remove the animal causing the nuisance.

III. Common Areas:

1. **Entrances:** Footwear or shelves for footwear shall not be allowed at the entrance to any unit so as to create an unsightly appearance as determined by the resident manager and the board of directors. Deliveries of any kind left at the front of any unit must not be allowed to remain for longer than a twenty four (24) hour period so as not to create criminal opportunities. At no time shall the association staff be responsible for the receiving of any deliveries to any unit
2. **Personal Property:** Items of personal property shall not be left or allowed to stand at the entrance to any unit or within any of the common elements. Articles left in any of the common elements/ entryways shall be subject to removal and disposal by the association

staff Persons desiring to increase the aesthetic appearance at their entryway via potted plants, door hangers, etc., may do so provided that such items do not present an unsightly appearance. Units with items at the entryway deemed unsightly shall be cited. The items shall be subject to removal and disposal by the association staff

3. Signs: No resident shall erect, affix or place any sign(s) on any of the common areas except in accordance with the Project Documents or with written permission of the BoD. Units using the recreation area shall be allowed to post signage for directional purposes, celebration banners and the like provided that all signs are promptly removed upon completion of the gathering. Units listed for sale may post a sign adjacent to the entryway of the unit so as to be visible to passersby. During the showing of such a unit (open house) an additional sign may be placed at the entryway to the property (curb on Kolowaka Dr.). Directional signs may also be used provided that such signs are promptly removed upon completion of the showing. Signs found left after an event that requires removal by the association staff shall be removed and disposed of at the unit owner's expense.
4. Sidewalks & Driveways: The sidewalks & driveways must remain clear at all times and shall not be used for any other purpose other than ingress and egress unless otherwise permitted by these rules. Refer to parking violations addendum.
5. Trash Disposal: Garbage services are provided by the City & County Refuse service on Tuesdays & Fridays as early as 6:00am or such time as they are able to provide service. Rubbish disposed of into the association trash bins must meet City & County requirements for disposal. The unit resident in accordance with the proper disposal procedures of such items must dispose of bulky items (Leeward Bulky Item Pick Up #455-1725), hazardous materials and other such materials that are not handled by routine services. Any fines / charges to the association resulting from the improper disposal of or the disposal of rubbish not permitted in the trash bins may be charged back to the unit owner. All questions about refuse disposal should be directed to the resident manager. In the event the association implements a recycle program such policies shall be outlined in a future addendum.
6. Furniture: Furniture placed in the common elements is for use in those specific areas and must not be moved/ removed from their respective location(s).
7. Moving: Advance notice must be given to the resident manager when household goods or large items of furniture are expected to be delivered. Oversized vehicles are required to enter the property via the alternate entrance through Palm Villas 2. Weekend deliveries shall be allowed so long as such deliveries do not interfere with neighboring units right to peaceful enjoyment. No move ins I outs shall be allowed after 7:00pm on any day. All damages resulting from a move in/ out shall be the responsibility of the unit resident I owner.

IV. Limited Common Elements

1. Lanais and Courtyards;

- A. General Appearance: All apartment owners shall make every effort to prevent their lanais and courtyards from becoming 'unsightly.' This is to include 'B' unit stairways as they are deemed 'Limited Common Elements' in accordance with the governing documents. The BoD, via the resident manager, shall use reasonable discretion in determining what is 'unsightly.' Second floor lanais must ensure that all potted plants have a catch system in place so water is not allowed to run off. When cleaning the second floor lanai, residents must ensure that flooding and damages do not occur to units I common elements below.
- B. Household Items, Laundry, Etc.: Laundry, brooms, garbage cans, mops, towels, boxes, etc. shall not be stored or placed on lanais / in courtyards so as to be in view from outside the building or from second floor units.
- C. Maintenance & Repair: Owners are responsible for maintaining the lanais and courtyards in a clean and neat manner. The association shall be responsible for painting and repairing the structure of the lanai and the fences surrounding the courtyards. Occasional touch-up painting may be made when such areas crack and or peel. Touch-up paint may be provided for such occurrences upon confirmation by inspection. Touch-up paint may be provided for purchase for the resident that desires to maintain their area in a high state of keeping and such area is not damaged.
- D. Barbecuing: No fires, open flames, hibachis or grills of any kind whatsoever shall be permitted on the common areas. Grills, hibachis and such like must be kept wholly within the limited common element lanais / courtyards. Acceptable grill fire starting chemicals shall be allowed in quantities limited to 'personal use' limits. All residents are required to familiarize themselves with the location of the nearest fire extinguisher. Grill flames and smoke must be maintained in such a manner so as not to create a nuisance to neighboring units. The disposal of barbecue debris into the common elements is prohibited.
- E. Signs: Apartment owners I residents shall not place any kind of sign on their lanais or

inside their courtyards that are visible from any other unit or from the common elements except such signs that have been approved in writing by the BoD according to the association governing documents.

2. Parking Garages

- A. **Parking Exclusively Within Garages:** Each apartment has a two-car parking garage (covered parking for buildings #29, 30, 32 & 33) appurtenant to it for its exclusive use. Occupants must not use any other visitor parking space and may not park cars on any roadways or driveways in the project unless otherwise indicated in these rules. Driveways must be kept clear at all times except during incidental uses (vehicle washing, loading, unloading) . Garage doors must be kept closed at all times unless activity is on going within. Refer to parking violations addendum
- B. **Incidental Uses:** Occupants may utilize their garages for incidental storage, maintenance, repair, etc. However, occupants must realize that their use of the garage must be primarily for the parking of vehicles. Units with 'covered parking spaces' may use their area for incidental storage so long as such use does not affect the overall aesthetic appearance of the area. Stored items must not be in plain view and must not result in the loss of the area for the purpose of parking. Incidental use of the garage area that restricts two vehicle parking may result in the resident's inability to obtain parking passes per the association governing documents. Refer to parking pass policy addendum
- C. **Maintenance & Repair:** The resident I owner shall be responsible for keeping his / her garage and driveway leading to it clean and in good repair. The association shall be responsible for repairing and maintaining the exterior of the garages and driveways . The driveway shall be kept free and clear at all times unless otherwise indicated in these rules . Units with covered parking spaces are required to keep their stalls free of oil and grease build up. Drip pans may be used provided they are properly cared for and do not become a nuisance. In the event oil build up results in damages to the asphalt requiring repairs, the unit owner shall be responsible for such costs when performed.
- D. **Loading Areas:** Vehicles may not be parked or left unattended at any loading areas, or in the driveways . Vehicles using the loading areas must be moved immediately upon completion of all loading / unloading. Refer to parking violations addendum
- E. **Workmen & Deliveries:** When workmen are performing work on an apartment or if any occupant orders deliveries of any kind, the occupant shall advise them to use the visitor parking stalls. Contractors (clearly labeled vehicles IE, company signs, etc.) may park in the driveway during on-going work provided that such vehicles do not interfere with traffic flow. Private companies performing commercial work (No company vehicle/ signage) may not park in the driveways but must park according to the associations visitor parking rules. Each resident is responsible for granting access to such persons. At no time shall the association staff/ management grant access for such persons unless they are conducting business for the association specifically.
- F. **Guest Parking:** It is the responsibility of each owner/ resident to inform all guests, workmen, invitees, etc. of the association policies . The association shall assume no costs for vehicles cited and towed in accordance with these rules. Refer to parking violations addendum
- G. **Violations:** Refer to parking violations & visitor parking pass addendums.
- H. **Prohibited Activities:** No recreational activities are permitted in any parking area or roadway.

V. Noise & Nuisances

- 1. **Nuisances, Generally:** Any use of a unit or behavior of a resident that deprives other residents from the right of peaceful possession and enjoyment of their unit(s) is considered a nuisance and shall not be permitted. The BoD has the discretion to determine if any use of a unit or behavior of a resident is deemed a nuisance or annoyance to others. Such authority may be delegated to the association manager. Continued offenses may be handled by the association BoD and, as required, the association attorneys. Any costs resulting from such activities shall be passed on to the owner of the unit.
- 2. **Noise Levels:** All occupants shall avoid excessive or disturbing noise levels of any kind at any time. Stereos, radios and televisions shall be played at reduced volume before 7:00am and after 10:00pm. These are considered the association 'Quiet Hours.' Reasonable noise levels must be maintained at all times outside of the quiet hours.
 - A. Excessive noise levels should be reported immediately to the association manager. If in the event the manager is unavailable, or no response is received from the manager, residents should use reasonable judgement as to whether or not the police should be notified . Any event that requires police notification should always be reported to the manger . It is never recommended that any person should confront any person from whom such disturbances are stemming.

VI. General Provisions

1. Workmen on the property: No workmen (to include movers) shall be allowed on the premises before 8:00am or after 7:00pm Monday through Saturday, except in the event of an emergency.
2. Throwing Objects from Buildings, Lanais & Courtyards: Nothing shall be thrown from windows, lanais or courtyards onto any common elements. Especially liquids, matches, cigarettes, fireworks and such like that may result in damages.
3. Dusting or Shaking Objects from Windows: No rugs or other objects shall be dusted or shaken from the windows of any unit. Upstairs units desiring to 'wash' their lanais must coordinate with any downstairs neighbors, or ensure the common element below is clear, prior to such work taking place.
4. Key Control & Lockouts: No keys are kept, or may be kept, in the manager's office or by any of the association staff. Residents desiring assistance during a lockout may consult with the association staff but shall assume all costs should any damages occur. If the association staff is unable to gain access residents must contact a locksmith. It is the residents sole responsibility for gaining access into their unit and shall be responsible for all costs incurred.
5. Resident Registration: All residents are required to fully complete a "Resident Registration" form and place it on file in the manager's office. Persons desiring any assistance or service from the management not found on file shall be denied assistance until confirmation is obtained and a registration card is filed and / or updated.
6. Vehicle Registration: Each resident must ensure that all vehicles are registered with the manager. For the safety and security of our association, each resident must also ensure that each vehicle belonging to a registered resident obtains a set of window decals. Window decals shall be sequentially numbered One set per vehicle for both front & rear windows in the lower drivers side corner.

VII. Building Modifications

1. No structural changes of any type shall be permitted either within or without any unit without prior written approval from the BoD.
2. Draperies, blinds or shutters visible from the exterior of any unit must be of a color or backing so as to appear neutral in color. (IE, white, off-white, cream.) All window coverings must be of a type 'recognized as such. Sheets, blankets, aluminum foil, etc. shall not be used as window coverings. Units using such materials shall be cited and must promptly remove any materials deemed in violation.
3. Residents desiring to tint any or all windows of their unit must complete an association 'Design Request' form and provide a sample to the board of the tint to be used. Such requests are considered for approval only at a duly called meeting of the BoD (typically held on the 4th Tuesday of each month).
4. Every owner/ resident shall promptly perform all repair, maintenance and alteration work within his/ her unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by his I her failure to do so. Conversely, the association shall assume costs resulting from the failure of a common element that causes damages to a unit(s). IE, roofleak noted during heavy rains resulting in ceiling staining.
5. The unit owner shall be responsible for all costs to repair/ maintain all items deemed 'not a common/ limited common element.' IE, fixtures, wiring, plumbing, air conditioning, windows, etc.
6. The installation of any exterior mounted wiring is prohibited unless prior written approval is obtained from the BoD.
7. Nothing shall be done/ allowed or kept in any unit so as to overload or impair the floors, walls, ceilings or roofs of the building, or cause an increase in the ordinary premium rates, cancellation or invalidation of any insurance maintained by the association.
8. No awnings or projections shall be attached to the outside walls of any building without the prior written approval of the BoD.
9. The following items have been deemed "Pre-Approved" and do not require the submission of a design request. A design agreement policy may be obtained at the association manager 's office and must be completed and placed on file prior to the installation , addition of said item:
 - A. Window mounted air conditioners
 - B. Screen doors.
 - C. Motion sensing lamps / sensors for lanais and entryways

Guidelines for the above items may be obtained at the manager's office.
10. No plantings shall be made in the fenced area of any lanai, which may damage the common elements of the property; nor shall any plantings interfere with the use and enjoyment of the project by any other resident. The BoD has the discretion to request a resident / owner modify any landscaping that is deemed detrimental , unsightly, etc. Especially when such plantings interfere with the inspection of the building for pests I termites.

VIII. Employees of the Association

1. The maintenance and grounds staff will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24 hour basis. Thus, each resident is encouraged to do their part towards abating unsightliness on the premises to the fullest practicable extent.
2. The association staff is under the sole direction of the managing agent. During the prescribed work hours they shall in no case be diverted to the private business or employment of any occupant. No employee shall be asked to leave the premises for any reason.
3. The use of association equipment for resident use is prohibited for liability purposes.
4. The abuse (verbal and / or physical) of any of the association staff at any time is strictly prohibited and will not be allowed at any time. Any problem arising between a resident and any staff member must be brought to the attention of the resident manager and / or BoD.

IX. Hazards

1. The roadways or other common elements not intended for recreational use shall not be used for such at any time. Parents/ legal guardians are responsible for the appropriate supervision of children under their care at all times. Damages to any common element resulting from play in said areas shall be charged back to the owner / resident of the at fault unit.
2. The storage of hazardous materials anywhere on the association premises is strictly prohibited.
3. Any activity conducted anywhere on the premises, or within any unit, that is a violation of law will be reported immediately to the police.
4. The use of fireworks at any time, with the exception of children's sparkler type items, is strictly prohibited. The use of any explosive device anywhere on the premises shall be reported to the police.
5. The posted speed limit throughout the property is 15mph. Vehicles observed driving in excess of the posted limit, or in a reckless manner, shall be recorded. The police may be notified dependant upon the situation.

X. General Rules & Regulations

1. No solicitation or canvassing will be allowed in any building or anywhere on the premises at any time.
2. Absent Owner
 - A. Owners shall be responsible for designating a local agent to represent their interest (in accordance with Hawaii State law) in the event of any absence for periods longer than 30 days.
 - B. Any person assigned to 'manage' the interest of an absent owner must notify the manager upon their assumption of duties to ensure that the flow of services is maintained.
 - C. An absent owner, maintaining their unit as a rental, must provide an updated mailing address and contact phone numbers to ensure prompt notification in the event of any circumstance / situation that would affect their interest.
3. Recreation Area Usage: All persons using the recreation area must abide by the posted rules governing the same. Refer to pool usage, cabana reservation & conference room reservation addendums.
4. In the event of any emergency within any unit that requires immediate action (IE, flood, fire) such actions shall be taken so as to minimize any damages. The association shall make every effort to obtain a witness in the event that access must be gained. Any unit accessed in such circumstances shall be provided with a written report by the management detailing the event. The unit owner shall be responsible for any costs resulting from such circumstances.

XI. Violations of These Rules

1. Reporting Violations & Damages:
 - A. All corrective actions regarding violations must be reported to the manager to ensure that such actions are recorded promptly.
 - B. Continued violations may result in further actions as deemed necessary by the BoD.
 - C. The cost of repair resulting from any violation, or the cost of any violation correction, performed by the association staff shall be charged to the owner of the unit. Such charges shall be on a case by case basis.
 - D. In the event that this association adopts a fine system to ensure prompt response to any violation all residents shall be required to adhere to such policies.
 - E. The violation of any rule adopted by the association shall give the BoD, or its agents the right to:
 - A. Enter the unit in which the violation exists, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein in

violation of these rules. The BoD, nor its agents, shall not thereby be guilty of any trespass provided, however, that notwithstanding the foregoing, the BoD shall have such right of entry only in the instance where such violation or breach constitutes an immediate, substantial and undeniable threat to life, limb or property of any apartment owner, member of his family, tenant, guest, licensee or invitee; or

- B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees shall be borne by the defaulting apartment owner.
- C. Enforcement: Persons / units in violation of these rules shall be notified for a first offence either in writing or via a violation citation and the amount of time to correct. A subsequent offence will be documented (copies to the resident and owner) and referred to the association management company. Further violations will be forwarded to the association board of directors with a request for action. All costs incurred as a result of such actions (legal fees, etc.) shall be the responsibility of the unit owner to pay.
- D. Appeals: Any resident desiring to appeal a violation notice may do so either in writing or by attending the monthly board of directors meeting. Whether in writing or in person, anyone desiring to appeal must state their intentions at least one week prior to the regular meeting so that the issue may be placed on the agenda. If the appealing resident is a tenant/ renter, they may be invited to the monthly meeting if notice is received in advance. Otherwise, tenants must submit their appeal in writing or have the unit owner / property manager attend on their behalf. All notice of appeals must be forwarded to the association property manager.

XII. Amendments

These rules may be amended only by a majority vote of the owners at a meeting of owners duly called and held in the manner provided for in the bylaws of the association or by a majority vote of the BoD at a duly called meeting.

The BoD acting on the behalf of the Association of Apartment Owners hereby adopts the foregoing House Rules as the House Rules of The Association of Apartment Owners of The Arbors Condominium Project on _____

Secretary

Date



91-927 La'aulu street, Ewa Beach, Hawaii 96706 / Phone & Fax 808-683-5261

Parking Pass Policy

Date of review: 2 April 2002

Re.: Overnight parking pass policy Towing policy

In an effort to better control the use / misuse of the visitor's parking pass policy, the following has been adopted by the association board of directors and implemented for use with the current association house rules.

Parking Pass Policy

1. All passes will be issued between the hours of 7:30am – 4:30pm Mon. – Fri. Except holidays.' While it is understood that many residents are unable to meet with the manager during these hours the following is allowed for convenience:
 1. You may call the manager with the vehicle information during the listed hours and upon confirmation of resident registration, a pass may be delivered to the front door of the requesting unit. For rental cars, the information must be provided with 24 hours of pass issuance.
 2. Allowances for after hours & weekend pass requests may be made so long as the after hours / weekend request does not come at an hour deemed excessively late AND provided that the manager is available. In the event that an after hours / weekend pass is not obtained, it is recommended that the vehicle be parked outside the property to avoid costly tow charges.
 3. Units observed using their assigned parking areas (garage and/or covered stall) for other than parking may forfeit their pass privileges.
2. All parking passes issued must be prominently displayed on the dash of the vehicle. The association is not responsible for any vehicle removed for failure to display a properly issued pass.
3. The association is not responsible for the damage, theft of or from any vehicle parked within a visitor's stall.
4. Passes may be issued for no longer than a 30-day period provided that a valid reason is provided and confirmed by the resident manager.
5. The resident manager has the right to revoke any issued pass if the policy is abused. Units observed abusing the parking pass privilege may forfeit their privilege for a period of time to be determined by the board.
6. Touchstone Properties, LTD. (the association property manager) may not grant permission to park overnight without a parking pass for any purpose. The association shall not be responsible for tow charges resulting from telephonic permission.
7. In accordance with #6, handwritten passes do not constitute a properly issued pass. Vehicles shall be removed without a properly issued pass.
8. There will be no parking pass issued for any 3rd vehicle at any time.

Towing Policy

1. Vehicles found in a visitor's parking stall without a properly issued pass between the hours of 2am – 6am are subject to removal by Solid Towing / #620-0656.

**A driveway does not constitute a parking stall. Vehicles are subject to removal from any driveway apron even when a pass has been issued.
2. There is no advance notification prior to a vehicle's removal. It is the owner's / resident's responsibility to ensure that any vehicle parked overnight has a current, properly issued pass.
3. Any person finding their vehicle properly 'hooked up' and not removed is responsible for the payment of any 'drop fees.'
4. There will be no last minute pass requests to prevent the removal of any vehicle. The association is not responsible for 'negotiating' with the tow company for the drop of any properly hooked up vehicle.
5. Refer to "Parking Violations Addendum" for additional information.



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Parking Violations Policy

Date of Review: 2 April 2002

Due to the high volume of parking violations throughout the property the association board of directors has adopted the following policy as its enforcement measure(s):

Vehicles observed parking improperly (in driveways / roadways) without on-going loading / unloading shall be cited. The date, time & vehicle information will be noted. Upon issuance of the citation the association towing company (Solid Towing /

#620-0656) shall be called to have the vehicle removed. Any grace time for such occurrences shall be the response time for the tow company to arrive (approx. 15 – 30+ minutes). If the vehicle is moved prior to the tow company's arrival the information shall be maintained on file. Future violations (by the same unit or vehicle) may result in immediate removal without citation.

Any vehicle to be towed is the responsibility of the vehicle owner / resident. Management is not required to offer courtesy calls / knocks as it is the resident's responsibility to adhere to these guidelines.

This policy will be in effect twenty-four (24) hours a day, seven (7) days a week, during routine / random patrols by the resident manager.

The above enforcement policy is in keeping with the association 'House Rules' sections;

III 4 & IV-2 A, D, F & G

Any questions concerning this policy may be directed to the resident manager during normal office hours.



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The Arbors Pool Usage Rules

“There is no lifeguard on duty.” All swimmers swim at their own risk. It is highly recommended that weaker swimmers be accompanied by a stronger swimmer for their safety. Hosts are responsible for their guests. Parents are responsible for their children.

1. Hours of operation are 8am to 9pm daily. 10pm on weekends and holidays. No exceptions. Management reserves the right to close the pool and cabana areas to facilitate repairs without advancenotice
2. The recreation area is for the private and exclusive use of residents and their guests only. Guests must be accompanied by the host resident. Long term guests may use the pool area, alone, if registered with the resident manager in advance. No more than five (5) guests may accompany a resident into the pool area with the only exception being for a reserved party in the cabana area. Any damages to the recreation area / furniture will be the responsibility of the host. Anyone found using the area without a key will be asked to leave.
3. The entry gates to the recreation area must be closed and locked at all times. Each person is responsible for any persons entering the pool area following them in. If you allow someone in, be sure they have a key and are allowed to be there. This also applies to the recreation area restrooms.
4. Pets are not allowed in the recreation area. Pets used as seeing eye animals and other appropriate animals used to assist the physically impaired will be allowed.
5. Appropriate swimwear must be worn by all person entering the pool. Cutoffs, diapers and other items that may release materials into the pool filtration system are not allowed. No nude sunbathing or swimming is allowed. All children must remain clothed when on the pool deck.
6. Persons with long hair must use a swim cap.
7. No jumping or diving into the pool. Persons doing so may be asked to leave the area. Excessive splashing so as to cause excessive water displacement is not permitted. The use of pool furniture / pool handrails for diving is not permitted.
8. Excessive horseplay so as to create a disturbance to other users is not permitted. Inappropriate or vulgar language / behavior will result in the person(s) being asked to leave.
9. Radios may be used as long as they do not interfere with other users right to enjoy the recreation area. Excessive noise levels by radio / users may result in the offenders being asked to leave the area.
10. Small, personal flotation devices will be allowed into the pool. Large items such as rafts, inflatable mattresses, boogie boards and inner tubes are not permitted.
11. Food, smoking and beverages in glass containers are not permitted on the lower pool deck.
12. At no time may any person other than hired staff / contractors add any substance / chemicals to the swimming pool.
13. Recreation area furniture may not be taken from the area at any time. Pool furniture must be kept within the pool area. Cabana furniture must be kept within the cabana area.
14. Each user is responsible for the removal of their personal items and rubbish. Rubbish left behind may result in suspension of recreation area privileges. Personal items, unclaimed, will be disposed of within a reasonable period of time.
15. Repeated violations of the recreation area operating rules may result in the forfeiture of privileges for a period of time to be determined by the resident manager / board of directors.
16. Management reserves the right to deny use of the recreation area to anyone at any time with reason.

Here is How to Detect Leaks on You're Your Property

1. Turn off your water faucets, pipes, and other water-using fixtures to make sure that no water is running.
2. Locate your water meter. It should be in or near the sidewalk area fronting your building
3. Open the meter cover and check to see if the dial is moving. If **it is, you have a leak!** Check toilets, faucets, pipes, and other fixtures for possible leaks. Also check your lawn area for wet spots or areas where the grass seems greener than the rest of the lawn. This could indicate a leaking underground pipe.
4. Please call a plumber and have the leak repaired as soon as possible.
5. Remember, Water leaks mean money down the drain. possible.

THE COSTLY DRIP



Slow dripping spigot
wastes 1.5 gals/day
450 gals/month
80 Cents per Month



1/32" leak wastes
25 gals/day
750 gal/mo.
\$1.33 per month



1/16" leak wastes
100 gal/day
3,000 gals/month
\$5.31 per month



1/8" leak wastes 400
gals/day
12,000 gal/month
\$21.24 per month

For More Water Conservation Information

Call the Board of Water Supply at 527-6124