



Unit: «apt nbr only»

KOA'E MAKANA HOUSE RULES

The House Rules outline the services provided by Landlord, and the conduct expected of the Tenants. The purpose of these House Rules is to ensure the quiet enjoyment for all Tenants residing at the property and to provide guidance in procedures for Tenants to follow.

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

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

COMPLAINTS OR GRIEVANCES:

1. Contact the Manager first to register your complaint or concern in writing. Grievance Procedure is available upon request.
2. If you are unable to reach the Manager to resolve your complaint, contact Mark Development, Inc. All complaints will be kept confidential.

1 ACCESSIBLE UNIT:

- A. Tenant understands and agrees that if residing in an accessible unit designed for the mobility impaired and the features of the unit are needed by another tenant or applicant, the Tenant must relocate within the project within 30 days of being notified of the need for the unit by a person who requires the accessibility features.
- B. The Landlord shall assist the Tenant in moving household goods and furnishings to the relocating unit with project employees.
- C. The Tenant understands that if Tenant refuses to relocate after the 30-day notice, the Tenant shall pay market rent in accordance with program rules. Refusal to relocate is a material non-compliance and may be grounds for termination of this Lease Agreement.
- D. When a mobility impaired tenant is occupying a non-accessible unit and requires the features of an accessible unit, tenant shall be offered the first available accessible unit for such disability. Tenant understands that reasonable accommodation for a mobility impaired tenant are only provided in the accessible units and Landlord shall not be required to provide such accommodations if Tenant refuses to relocate to an accessible unit. A mobility tenant must relocate to an accessible unit to receive the accommodation provided in the accessible unit.



2 ALCOHOL, DRUGS AND CRIMINAL ACTIVITY:

- A. Drinking alcoholic beverages in the common areas is not permitted.
- B. The use of, manufacturing of, or selling of any drugs by Tenants, their guests or their visitors anywhere on the premises is in violation of Federal, State or County laws and is a material non-compliance of this Lease Agreement and the Landlord may sue for possession without giving notice to correct. Law enforcement will be notified. Landlord observes a strict no-drug policy. Tenants have a responsibility to IMMEDIATELY report the use of drugs at the site.
- C. A medical marijuana permit is not recognized as an acceptable reason for smoking marijuana, or the use of, manufacturing of, or selling of illegal drugs.
- D. Criminal Activity on or near the Project premises and the unit is a material non-compliance of this Lease Agreement and the Landlord may sue for possession without giving notice to correct. Tenant, household members or guests shall not:
 - a. Use the unit or surrounding premises for any unlawful, improper, or offensive purpose, commercial business or illegal activity, including drug related criminal activity.
 - b. Engage in, or facilitate any criminal activity, including drug related criminal activity.
 - c. Engage in, or facilitate acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms.
 - d. Allow any unregistered firearm to be stored, possessed, kept, held or present in any way.
- E. "Drug related criminal activity" include but is not limited to: (a) possession, usage, distribution, transportation, sale, manufacture, or storage of illegal drugs or drug paraphernalia or (b) conviction of violating any state or federal laws relating to illegal drugs or drug paraphernalia. Any breach of this paragraph is a material non-compliance and cause to immediately terminate this Lease Agreement.

3 APARTMENT UNITS-CARE AND USE: Tenants are expected to observe the following rules for the care of their apartment units.

- A. Adverse Materials: A Tenant who uses materials which may adversely affect another Tenant's health or deny another Tenant quiet enjoyment must cease using those materials. (Example: pest control sprays, drums, etc.)
- B. Appliances: Maintain appliances so that they work properly. All items that constitute a fire hazard or encourage pests in the unit, including grease on the stove and hood, back splash, floor and countertops, should be wiped clean. Any item that might damage the burners or could be a fire hazard should not be placed on the stove top. Do not store any items with plastic parts, fabrics, or other flammable items in the oven. Air vents in the refrigerator and freezer should not be blocked to allow for cold air to circulate properly.
- C. Do not dust sweep or clean any garment, rug, mop or other object from windows or lanais of the building, or any exterior part of the building. Dust, rubbish, litter or any object shall not be swept or thrown from any unit or any other room of the building into any

entryways or other parts of the premises. Further, nothing shall be thrown or emptied by tenants or their guests out of windows, doors or off lanais into any part of the building or premises. No mops, brooms, rags, etc. are to be shaken from the same.

- D. Floor must be cleaned frequently to maintain their condition. Guidance will be provided for the care of the flooring material upon request.
- E. Floors, Walls and Cabinets: Carpet tack strips, adhesive shelf paper, nails and adhesive hooks shall not be used in the unit. Damage caused by the removal of these articles shall be charged to the Tenants, including carpets that stain the floor or leave glue on the floor after removal.
- F. Garbage Disposals: The water in the kitchen sink **MUST BE RUNNING** when the disposal is used so that the ground up food can be carried to the main sewer lines.
 - a. Repairs that are made due to the misuse of the disposal, including overflowing sinks in the unit or that create a problem in an adjacent or lower unit, shall be charged to the Tenant who caused the problem.
 - b. Foods prohibited from being thrown into the disposal: bones, fish skin or scales, onion and garlic skins, flour, rice or corn starch or similar type items that may create a “concrete-like substance” or any large amounts of food at one time.
 - c. The disposal must be run at least once a week in order to prevent it from “freezing”.
 - d. For items that cannot be ground in the disposal, or if there is no disposal, put food items in plastic bags and tie them securely. Food items may also be frozen in empty milk cartons, then place in the trash containers the morning of trash pickup or the evening before.
- G. Health and Safety:
 - a. Access Path: There should be an unblocked 36-inch wide access path from the front door into the unit, throughout the unit and points of emergency egress.
 - b. Cleaning: Keep unit and entryway in a safe, clean and sanitary condition and maintain the unit free of accumulation of garbage and rubbish at all times.
 - c. Electrical Panel: **DO NOT BLOCK ACCESS TO YOUR ELECTRIC PANEL**, the 24-inch rule applies! No storage boxes or other obstructions should be placed within 24 inches of the panel box.
 - d. Hazardous Materials: Tenants may not use, bring into the unit or on to the premises, any flammable oils, fluid solvents, explosives, fluids or articles that may be deemed hazardous to life, limb or property, including unregistered firearms. Examples: lighter fluid, fire starters, gas, gas tanks, kerosene lanterns, etc.
 - e. Pest Problems: Clean the unit of food sources for the pests; and purchase ant or roach traps. Food items should be covered, stored, or bagged and put in the trash container to discourage pests.
 - f. Smoke Detectors and Fire Sprinklers: Smoke detectors and fire sprinklers in all units are installed for all Tenants’ safety. If a smoke detector is “chirping” tenant is responsible to immediately replace the 9-volt battery. Tenant may request for maintenance to replace battery for a service fee.
 - g. If smoke detector is inoperable, please notify the Manager. Notify the Manager immediately for any problem with fire sprinklers. Disabling the smoke detector or

- touching the fire sprinklers is considered “tampering”. Tampering with either of these fire-safety devices is a material non-compliance and may be grounds for termination of this Lease Agreement.
- h. Stored Items: Stored or stacked items at a height that creates a safety hazard must be removed.
 - i. Windows: No furnishings should be blocking the windows, or rising above the bottom windowsills of each room, for access to or for exiting the unit in case of emergency.
- H. Household Pests: Pests, ant and roach control are Tenant’s responsibility.
- a. Furniture or other items which have termites must be treated or removed and disposed of properly.
- I. Lighting Fixtures: Maintain all interior and exterior lighting fixtures of the unit which includes but not limited to the replacement of lamps (light bulbs) and securing light fixture covers. Tenant may request for maintenance to replace light bulbs for a service fee.
- J. Mold Prevention: To minimize the occurrence and growth of mold, you must:
- a. Remove moisture accumulation. Promptly remove any visible moisture accumulation in your unit, including moisture on walls, windows, window sills, floors, ceilings, closets, storage areas, and bathroom fixtures. Mop up any spills and thoroughly dry affected area as soon as possible. Use exhaust fans in kitchen and bathrooms when necessary. Keep climate and moisture in your unit at reasonable levels.
 - b. Keep unit clean. Clean and dust your unit regularly and keep the unit, particularly the kitchen and bathroom, clean.
 - c. Notify Landlord of problem by calling the Maintenance Request Line:
 - i. A water leak, excessive moisture, or standing water in your unit;
 - ii. Mold growth in your unit that persists after you’ve tried several times to remove it with household cleaning solutions or mold & mildew removers. (Follow manufacturers’ instructions when using these products.);
 - iii. Malfunctions in the heating, air-conditioning, or ventilation system in your unit; and
 - iv. Mold or musty odors in your unit or in a common area.
- K. Open Flame: Cooking over an open flame (including, but not limited to charcoal grills and hibachis) is not permissible in the unit, on the lanais or in the common areas in the buildings or premises. Barbecue grills, hibachis, gas grills or other similar open fire cooking equipment shall be used in designated areas only.
- L. Plants: Plants that are within the unit shall be placed in pots with saucers under the pot to contain excess water. The excess water must be emptied frequently to discourage the growth of mosquitoes. Potted Plants fronting unit or unit entry where allowed, must be kept healthy. Landlord has the right to request the removal of items at their discretion.
- M. Power & Usage: Unless Landlord gives advance written permission in each and every instance, Tenant shall not install or operate in or on the premises:

- a. Additional freezers, refrigerators, washers, dryers, dishwashers or other major appliances;
 - b. Air conditioners.
- N. Plumbing: The toilet, sink, tub, and disposal shall not be used for any purpose other than that for which they were constructed. Oil, grease, wipes, liners and pads, feminine hygiene applicators, diapers, etc. should not be disposed of in toilets, sinks, tub or disposal. Toilets should be cleaned regularly for the health of Tenants as well as for maintenance personnel who have to do repairs on them. If repairs are required to remove foreign items found in toilets, sinks, tubs, or disposals that cause water to overflow or back up in the unit, adjacent or lower units, the cost of the repair as well as the cost of damages to adjacent units shall be charged to the Tenant causing the problem.
- O. Residential Use Only: Tenant shall occupy and use the premises as a place to live and for no other purpose. Tenant shall not carry on any trade, profession, business, school, course of instruction, or entertainment on the premises. Failure to comply with this provision is a material non-compliance of this Agreement.
- P. Subletting/Additional Tenants: Tenant may not allow additional persons to occupy the Unit or replace you as the Tenant without prior written approval of Landlord. No live-in aids or attendants shall be allowed without prior written approval of Landlord. Assignment of this lease or subletting is prohibited.
- Q. Tenant Insurance: Landlord recommends that Tenant obtain their own insurance to cover personal items in your unit or bear the risk of loss or damage from fire, water, theft or other cause. Tenant understands Landlord's insurance will not cover Tenant personal items and Landlord will not be responsible for loss or damage to your personal items caused by theft, fire, water damages or any other cause.
- R. Tenant Personal Property: Tenant agrees to keep all personal property (including automobile, household furniture, valuables, etc.) in or around the unit or premises at own risk. Landlord will not be responsible for loss or damage to Tenant's personal property caused by theft, fire, water damage or any other cause.
- a. All personal items including but not limited to recreation, health, sports and hobby equipment, tools, brooms, cleaning supplies, recyclables, etc. shall be kept out of view and are not allowed in common areas.
 - b. This rule does not preclude the display of appropriate seasonal decorations which may be put up from time to time and removed in a timely manner.
 - c. You will not use the exterior area of your unit for storage.
- S. Utilities: Conserve resources when possible. Please turn off lights and appliances that are not in use or when you are absent from the unit. Additional utility costs due to water left running will be charged to the Tenant.
- T. Windows: Tracks should be wiped clean of dust, bugs, etc. for windows to slide properly.
- U. Window Coverings: Where Landlord provides window coverings, the Tenant will be responsible for proper periodic maintenance and cleaning.

4 APARTMENT UNITS: ALTERATIONS:

- A. Any tenant alterations to the unit must be approved in writing by Landlord. Tenant is responsible for maintenance of such alterations or changes.
- B. Landlord may withhold consent regarding any Tenant alterations if Tenant cannot show financial arrangements to pay all costs for the proposed alteration or the money readily available to pay for all costs of the proposed alteration.
- C. Any alterations shall not be paid for on credit. Landlord shall not be held responsible for any non-payment of bills on Tenant's part for any alterations.
- D. Any alterations made without the prior written approval of Landlord must be removed at Landlord's request. It shall be Tenant's responsibility to pay for both the removal of all alterations and the cost of restoring the unit back to its original condition.
- E. Any alterations made with the prior written approval of Landlord must be removed and the premises restored to its original condition when the Lease Agreement expires or is terminated. Tenant agrees to allow Landlord and any of its agents or contractors to enter the unit during reasonable hours to inspect the restoration.
- F. Tenant must obtain Landlord's approval to install any phone jacks or cable outlets to ensure that the jacks or outlets are properly installed and that the building or unit is not defaced by wires.
- G. Tenant will not put wallpaper in the unit; install an air conditioner; make any major interior alterations; and paint the interior of the unit a different color from the original color.
- H. Tenant will not drill holes or drive nails into the walls of the unit for paintings, fixtures, etc.
- I. All window coverings are subject to approval by Landlord. The sides of all window coverings placed against the windows, doors, or openings facing toward the exterior of the building shall be a neutral white in color to enhance the outward appearance of the building.
- J. Do not install or operate any type of machinery (such as freezer, refrigerator, air conditioner, etc.) in the unit or on the premises without the written permission of Landlord.
- K. No appliance installed in the unit shall be replaced by another appliance without the prior written approval of Landlord.
- L. No occupant shall erect, place or maintain any television or other antennas on the premises visible from any point outside of his/her unit.
- M. No waterbeds are allowed on the premises.
- N. Landlord may from time to time make alteration, additions and repair in and about the unit and the premises. These alterations shall be paid for by Landlord. You agree to allow Landlord and any of its agents or contractors to enter the unit during reasonable hours for such purposes.

5 BULLETIN BOARDS:

- A. Bulletin boards are used to post information pertinent to the housing site.
- B. Notices soliciting businesses of any nature, posters or flyers that do not relate to the housing site or community activities shall not be posted on the bulletin boards.

- 6 COMMON AREA: Common Area is defined as the area within the premises that can be used by all Tenants such as parking lots, laundry rooms, community room, sidewalks, stairs, walkways, landscaping, grounds, etc. The inside of a unit is NOT common area.
- A. Each Tenant is responsible for the cleanliness of the walkway and lanai fronting the unit.
 - B. Walkways, entries, stairways, building entrances, driveways and other similar common elements shall be used strictly for ingress to and egress from the parking and building areas, and must be kept free of obstructions.
 - C. Door Mats are acceptable on ground and upper floor units, but must not be trip-hazard. Landlord has the right to request the removal of items at their discretion.
 - D. Shopping cart, shopping basket or similar device from any business establishment shall not be brought on to the premises or placed in common area and thereby increasing property's liability risks through the violation of State laws. Such action constitutes a material non-compliance and may be grounds for termination of this Lease Agreement. Landlord removal of shopping cart, shopping basket or similar device shall result in a disposal and/or labor charge.
 - E. Rugs, drapes, mops or any other items shall not be dusted or beaten on the walkways or premises, nor shall dust, rubbish or litter be swept from any unit into the walkways.
 - F. Laundry or other items should not be hung anywhere outside the unit.
 - G. There shall be no spitting or throwing of items out of windows or doors into common areas or premises.
 - H. No signs, name plates or other such identification may be affixed or inscribed on the exterior doors, buildings or premises by Tenants.
 - I. Any damage to the building or project property, whether caused by accidental or deliberate action, such as graffiti, holes in walls, tampering with lighting, heating, water or fire safety apparatus, shall be charged to the Tenant for actions caused by the Tenant or their guests and visitors.
 - J. No radio, T.V. antenna or satellite devices shall be affixed to the building or installed by the Tenant outside of their respective units.
 - K. Any items, including vehicles and bicycles, left unattended in a common area shall be deemed to have been abandoned and shall be disposed of by Landlord ten (10) days after item has been found, unless a claim is made by the owner to Landlord. A storage charge plus a disposal and/or labor charge will be assessed for all abandoned items.
 - L. "Garage" or moving sales are not permitted on the premises, except as project-sponsored events.
 - M. Fireworks are not permitted on the premises.
 - N. Personal consumption of alcoholic beverages or controlled substances is not allowed in common areas.
 - O. Swearing or other abusive language is not allowed in common areas.
 - P. Loitering or any unsafe or improper activity is not allowed in common areas.
 - Q. No rollerskating, rollerblading, skateboarding, scooters, or bicycle riding in common areas or on the premises.

- R. Do not bring any furniture to the common areas, or move or remove the furniture and equipment provided by Landlord from the common areas. Standing on, tampering, altering and abusing in any other way the common area furniture and equipment is prohibited.
- S. No littering in common areas.
- T. Do not break or pick any of the plants or flowers, or allow the landscaped areas to be damaged in any way. All damages shall be charged to the responsible Tenant.
- U. Do not plant any vegetation in the landscaped areas.
- V. No parking or driving on the lawn or sidewalks. Exception may be made by Landlord for renovation or repair work being done on the premises.

7 EXTENDED ABSENCES AND ABANDONMENT:

- A. Extended Absences: A Tenant must notify Landlord in writing if all members, or if the head of the household plans to be away from the unit for more than 3 consecutive days or any extended period of time. Tenant's failure to notify Landlord of intent to be away from the unit for an extended period of time, Tenant will be responsible for any damages resulting from absence.
 - a. Limits on Extended Absence. A head of household may not be absent from the housing site for longer than 60 consecutive days, or 180 days if the absence is due to medical reasons, without losing the right to tenancy in the unit. If households exceed the limit for absences, Landlord will take appropriate legal action, including termination of assistance and termination of this Lease Agreement.
 - b. A household may request in writing to have a longer absence approved, but only if there are extenuating circumstances.
 - c. During Extended Absence, Tenant will make arrangement to keep rent payment current.
 - d. Landlord or Manager may enter the Tenant's unit for the purpose of inspection, maintenance and safe-keeping.
- B. Abandonment of Unit: If the Tenant fails to pay rent due for the unit and fails to acknowledge or respond to notices regarding the overdue rent, and the unit remains unoccupied for a continuous period of 20 days and Landlord has not been informed of Tenant's extended absence from the unit, or if there has been evidence of abandonment, the unit shall be considered abandoned and this Lease Agreement shall be terminated. Landlord may, without prior notice, enter the unit and remove and place in storage personal belongings at Tenant's expense.
 - a. If Tenant fails or refuses to claim personal belongings within 30 days of the date of termination of this Lease Agreement, such personal belongings shall be considered abandoned. Landlord may then, with prior notice, sell or dispose of personal belongings. Tenant agrees that Landlord shall not be held responsible for personal belongings which have been abandoned or maybe in storage.
 - b. If the unit is empty or appears to be empty, with no personal belongings of value and no notice of move out was made by Tenant, Landlord will enter the unit and

dispose of all personal belongings. Tenant agrees that Landlord shall not be held responsible for belongings which have been abandoned.

8 EXTERIORS OF BUILDINGS:

- A. It shall be the Landlord's responsibility to repair and maintain all exterior surfaces of all buildings and any damage caused by breaks in the utility line, except for damages caused by Tenant.
- B. If Tenant, Tenant's household or guests damage any part of the building or premises, it will be Tenant's responsibility to pay for the costs of all necessary repairs.
- C. Damage to buildings, common areas, premises and property beyond normal wear and tear is a material non-compliance of this Lease Agreement and Landlord may sue for possession without giving notice to correct.
- D. Any alterations, installations, repairs, changes or decorations to the exterior surface of all buildings, doors, passageways, and grounds must be approved in writing by Landlord.
- E. Tenant may submit request for exterior maintenance and repairs to the Maintenance Request Line.
- F. Exterior Surfaces: No alterations allowed to exterior surfaces. Nails, screws and adhesive hooks shall not be used. Damage caused by the removal of these articles shall be charged to the Tenants.
- G. Hanging: No hanging plants, chimes, or any other items shall be hung on the exterior of the building.

9 GUESTS:

- A. Any person visiting and not listed on the Tenant Certification is defined as a guest and is subject to the restrictions on guests.
- B. Only persons listed on the Tenant Certification as members of the household may reside in the unit, all others are considered guests or unauthorized household members. Guests making recurring overnight visits on a regular basis or one continuous visit of 14 days and nights in a 45-day period without consent of the Landlord will be counted as an unauthorized household member(s) and is a material non-compliance and may be grounds for termination of this Lease Agreement.
- C. Tenants are responsible for all actions of their guests and visitors.
- D. Guests will be permitted to stay in the unit without the prior approval of Landlord only if:
 - a. The total number of occupants does not exceed the occupancy limit for the unit; and
 - b. the guests do not stay longer than a total of 24 hours or overnight.
- E. Tenant must obtain the prior written approval of the Landlord for guests whenever:
 - a. The total number of occupants exceed the occupancy limit for the unit; or
 - b. the guests plan to stay more than 24 hours.
- F. Guests may not stay overnight or more than 24 hours for more than a total of 21 days in one calendar year.
- G. Tenant must submit completed Guest Request Form to the Manager or Landlord one week prior to the visit.

- H. Requests for extended stays may be made in writing to Manager or Landlord for special, extenuating circumstances one week prior to the visit.
- I. Guests must sign in and out.
- J. Landlord may require Tenant to remove guest from the premises if any misconduct on their behalf disturbs or is a nuisance to the other tenants.
- K. Landlord has the right to trespass guest that may infringe on the right to a peaceful enjoyment of other Tenants or Landlord. Guest may also be trespassed if they keep violating house rules for any reasons. For example: Constant unauthorized entry, unauthorized occupancy, not signing in or out, etc. Tenant guest request privileges may be revoked for one year if guest keeps violating house rules.

10 HARASSMENT: Harassment by Tenant, household members and their guests will not be tolerated and is a material non-compliance of this Lease Agreement and the Landlord may sue for possession without giving notice to correct due to:

- A. Verbal harassment which may include innuendos, name-calling, and other language that makes people uncomfortable or interferes with quiet enjoyment;
- B. Physical abuse or confrontation which may include inappropriate body gestures;
- C. Overt or implied threats, including those of a sexual nature;
- D. Inappropriate attire that can be construed as deliberate sexual harassment, such as open trouser flies, see-through blouses, or unbuttoned shirts;
- E. Invasion of privacy, including taking photos without permission, eavesdropping on others, deliberately situating oneself to be in someone else's way;
- F. Intrusion into neighbor's unit or damage to neighbor's property.
- G. Tenant, household members or guests shall not intimidate, threaten, harass or interfere with Landlord.

11 LAUNDRY FACILITIES:

- A. Coin operated laundry equipment is provided for the convenience of all tenants and on-site personnel only. Tenants who abuse, damage or permit non-residents to use the housing site's laundry facilities may have their laundry privileges revoked.
- B. Please keep the laundry room clean. Wipe inside the washer and clean the dryer lint tray after each use. Remove all personal detergents, softeners, bleaches, laundry baskets, etc. after use. Dispose of all rubbish properly.
- C. No holding of washers or dryers by leaving money in coin slots.
- D. Remove your clothes promptly. Laundry may be removed from the machines if they are left unattended in the machine for more than 10 minutes after the machine has stopped. Waiting Tenant has the right to remove sitting laundry 10 minutes after completion wash or dry cycle. Unattended laundry will be placed on laundry room tables. Landlord is not responsible for any missing items or the removal of clothes left in the machines or laundry area.
- E. Properly operate laundry equipment. Abuse or damage is a non-compliance.
- F. Do not overstuff washers. Do not wash comforters or other items that exceed washer capacity. Take all large and bulky items to a commercial facility for laundering.

- G. Do not overstuff dryers. For dryers to work efficiently, clothes need room for air circulation and drying.
- H. Front load washers require HE-High Efficiency detergents. Only HE detergents shall be used in accordance with appliance and manufacturer's instructions.
- I. Use the proper amount of laundry detergent to wash, consider using only ½ a dryer sheet to soften clothes to avoid strong smells that may create a breathing problem for others.
- J. Hours of operation are posted. The last load in the washer or dryer should go in 1.5 hours prior to closing to allow enough time to get laundry done. Any load which is not done by closing time will have to be picked up the next operating day.
- K. Any malfunctioning of laundry equipment should be promptly reported to Manager. Lost money from washers and dryers should be reported to the Manager
- L. Separate Laundry Rules are posted in the Laundry Rooms. Failure to abide by these and posted rules will result in non-compliance.

12 LIVE-IN AIDE/ATTENDANT

- A. A Live-In Aide/Attendant is a person who lives with an Elderly, Disabled or Handicapped individual(s), is essential to that individual's care and well being, is not obligated for the support of the person, and would not be living in the unit except to provide the support services. While a relative may be considered to be a Live-in Aide/Attendant, the relative can reside in the unit as a Live-in Aide/Attendant only if Tenant requires special care. The Live-in Aide qualifies for occupancy only as long as Tenant requires supportive services and may not qualify for continued occupancy as a Remaining Family Member.
- B. Tenants who have provided the appropriate forms required may be allowed to have a live-in aide.
- C. In the event that the Tenant no longer occupies the unit or no longer requires the services of a live-in aide, the Live-in Aide must vacate the premises.
- D. The Live-in Aide must complete an application and meet the same screening criteria as other Tenants.
- E. The status of a live-in aide is not a guarantee of occupancy. Live-in aides may be evicted for violation of the House Rules.

13 MAINTENANCE SERVICES:

- A. Tenant shall immediately notify Landlord of maintenance problems by calling the Maintenance Request Line, including but not limited to water leaks; electrical and plumbing problems, broken fixtures, appliances and heating equipment, and problems with lights, locks, latches, etc.
- B. Tenant shall be liable for all damages sustained to the unit as result of Tenant's failure to report the maintenance problem as soon as practicable.
- C. Situations involving the health and safety of the Tenant or anyone on the premises shall be immediately brought to the attention of the Manager.
- D. Tenants will be asked if they authorize Maintenance to enter the unit without the 48-hour Notice of Entry or a scheduled appointment.

- E. If Tenant does not agree to allow Maintenance to enter the unit when they are not at home, an appointment will be made or 48-hour Notice of Entry issued. The Tenant or an adult representative will be required to remain at the unit during the time the work is done. If the work cannot be completed within one day, Tenant or adult representative must be available when Maintenance can return to complete the work. If Tenant fails to keep appointment or denies entry, Tenant will be responsible for all reasonable service and travel charges.
- F. Maintenance will enter only during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. If repairs need to be done Saturday or Sunday, or during hours that extend beyond 8:00 a.m. – 5:00 p.m., Tenant’s approval will be obtained.
- G. If Tenant or adult representative is not present for maintenance work, notice will be left at the unit to inform the Tenant that maintenance entered and what work was performed.
- H. In the event of an emergency situation, where immediate entry is deemed necessary due to electrical, plumbing, fire or other situations involving the health and safety of all Tenants and/or the building, the unit will be entered by the Manager, project maintenance, Landlord’s staff or other authorized persons including emergency personnel (police, fire, rescue) without notification to the Tenant. Notices will be left at the unit to inform the Tenant that the unit was entered for emergency purposes and what the emergency was.
- I. In the event that a licensed person (electrician, plumber, etc.) or repair technician must be contacted for a maintenance problem, the Tenant must allow entry without 48-hour advance notice if they are home or not since the licensed person or repair technician’s time is not controlled by the Manager. If Tenant is not home, the Manager or project staff shall accompany the maintenance person until the work is completed. Notices will be left at the unit to inform the Tenant that the unit was entered to complete the work. If licensed person or repair technician is denied entry, Tenant will be responsible for all reasonable service and travel charges.
- J. Tenant shall not interfere with maintenance or contract service personnel during repairs. On completion of the repair(s), maintenance personnel or Manager will inform Tenant what work was done.
- K. Tenant is charged for labor and materials of any work/maintenance attributable to Tenant neglect or damage. Charges will be added for failure to allow access to the unit. Charges shall be in accordance with Standard Maintenance Charges established by Landlord or actual labor, material and overhead costs.
 - a. Labor Charges shall include: Work mobilization 15 minutes, actual work time, work demobilization 15 minutes, Travel time. Minimum labor charge is 30 minutes.
 - b. Material charges are actual costs of material to complete work. Where material is purchased in bulk, pro-rated estimates are used.
- L. Payment for repair and maintenance and other Tenant charges shall be due 30 days from date on invoice. If unpaid after the due date, any payment made by the Tenant, payment shall apply to the oldest account first and unpaid balance by the fifth of the month shall be considered delinquent. Tenant shall pay interest at a rate approve by

the Contract Administrator or the Court, on all unpaid balances due to Landlord upon receipt of Landlord's bill. Failure to comply with payment may result in termination of this Lease Agreement.

14 NOTICES: Any notice required in this Lease Agreement must be in writing.

- A. Any notice given to Landlord by Tenant must be mailed or delivered to Landlord's duly authorized agent, Mark Development, Inc., 3165 Waiialae Avenue, #200, Honolulu, Hawaii 96816 or such other place as may be established by Landlord.
- B. Any notice given to Tenant from Landlord must be:
 - a. mailed to Tenant at his/her dwelling unit; or
 - b. delivered personally to Tenant. If there is more than one Tenant, the notice may be delivered to any one or more of the Co-Tenants; or
 - c. given to an adult occupant of the unit; or
 - d. attached to Tenant's door.

15 PETS: Pets are not allowed in or on the premises unless provided by governing program rules or requirements.

16 QUIET ENJOYMENT:

- A. Peacefully co-exist with and shall not violate a neighbor's right of privacy and right of enjoyment. Any harassment, threats or abuse of a neighbor or their guests is a material non-compliance of this Lease Agreement and the Landlord may sue for possession without giving notice to correct.
- B. Tenants, household members and their Guests, shall not make or permit any disturbing noises in the building or on the grounds, or do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Tenants.
- C. The volume of televisions, radios, stereos and musical instruments shall be kept down or suppressed by closed doors and windows to avoid disturbing neighbors.
- D. No loud music, conversation, or other noises are permitted after 10:00 p.m. Noises should be kept at a minimum between the hours of 10:00 p.m. and 8:00 a.m. Radios and televisions that are loud enough to be heard by adjacent neighbors, at the front door or from the parking lot areas at any hour shall be deemed to be too loud and disturbing to other Tenants.
- E. Profane language or swearing by anyone will not be tolerated anywhere on the premises.
- F. Unit doors should be kept closed at all times for your security. When leaving your unit, be sure to lock your doors and close your windows securely.
- G. No person shall operate a motor vehicle on the premises which creates an unreasonably loud noise.
- H. If a Tenant has a "Temporary Restraining Order (TRO)" against another person, or if Landlord has a "No Trespass" against a person, that person will not be allowed on-site. Any Tenant who allows the person (against whom a TRO or No Trespass has been placed) on-site will be acting in violation of the House Rules.

17 RENT PAYMENTS:

- A. Tenant understands that if Landlord accepts his/her rent, it does not mean that Landlord waives any non-performance by Tenant of any part of this Lease Agreement. It further will not eliminate from this Lease Agreement the provision that is not being performed.
- B. Payments for less than the full balance due will not stop late fees or legal action.
- C. Payments are applied to the oldest rents first.
- D. Rent payments will not be accepted by the Manager or at the Site office nor will it be accepted at the Landlord's office. Any payments received in this manner will be returned to the Tenant which may result in late fees.

18 SOLICITING: No soliciting of any kind or purpose will be permitted on premises at any time. If you notice this, notify the Manager immediately. If suspicious people or activities are observed on the premises, notify the Manager or call 911 at once. Landlord, in all cases retains the right to control and limit access to the premises of any persons whom, with sufficient cause, is considered to be undesirable.

19 TRASH AND GARBAGE:

- A. Trash containers are exclusively for the use of the Tenants. No outside trash (from off the premises) may be dumped in these bins. Deposit trash only between the hours of 8:00 a.m. and 10:00 p.m. to ensure the right of quiet and peaceful enjoyment by other tenants.
- B. Properly throw away all garbage in trash containers designated for the purpose. Any garbage that is wet or will rot or smell (including food, bottles, cans, etc.) must be securely wrapped before being thrown away. Large boxes and cartons must be cut or torn into smaller pieces and flattened before being thrown away.
- C. Trash container lid must be completely closed. If any garbage items do not fit due to an already filled trash container, take garbage back and wait for the next trash pickup cycle to dispose of properly. DO NOT leave any garbage items on or about the trash collection area. Garbage improperly placed in trash containers preventing the lids from fully closing will result in additional disposal fees to the property and will be charged as tenant damages.
- D. Do not place furniture or other large household items in trash containers or in the designated trash collection areas. Tenant is responsible for the disposal of all large items outside the premises or at a local transfer station. If Tenant are unable to do so, contact Landlord and they will dispose of it for you for a service fee.
- E. Bulky items shall be placed curbside for pick up no more than 1 day prior to the City & County's scheduled Bulky Item pick up day. Any fines assessed to the property by a government agency due to the negligence or deliberate action by a tenant will be charged as tenant damages.

- F. Other prohibited items are hazardous materials, pallets, tires, batteries, engine oil, liquids, large heavy engine parts, box springs, mattresses, tree stumps, fluorescent bulbs, lumber, long metal rods or pipes, or items protruding out of trash container.
- G. Disposing of Christmas trees in the trash container is prohibited. They should be taken to the local transfer station, or taken to a recycling collection site.
- H. Separate Trash Rules are posted in the Trash Areas. Failure to abide by these and posted rules will result in non-compliance

20 UTILITIES:

- A. The utilities provided are listed in the Lease.
- B. Tenant agrees that Landlord shall not be responsible for the temporary failure of electricity, gas, water or other utility service. Landlord further shall not be responsible for Tenant's personal property or for the breakdown of appliances or equipment due to causes beyond Landlord's control.

21 VACATING UNIT/TERMINATING LEASE:

- A. Lease Agreement Terminated by Tenant: Tenant must provide Landlord a 28-day notice of the date you intend to move out of the unit. Before move-out, Landlord may make a preliminary inspection of your unit. You are strongly urged to make the preliminary inspection as it may be beneficial to you by pointing out some of the areas that need to be corrected before your move out. Tenant agrees to return the unit in the same condition, less reasonable normal wear and tear, as Tenant received the unit, including cleaning the unit, windows, screens, etc. Tenant understands that carpet where provided, prior to your move-in, was shampooed and you are required to professionally shampoo the carpets prior to move-out.
 - a. Tenant shall pay for any prorated and/or unpaid rent to the date the unit is returned and all keys returned. Tenant shall be charged the cost of re-keying or replacing the lock when all keys are not returned.
 - b. Tenant shall pay for the cost of cleaning and repairing the unit, appliances, fixtures, etc. when not returned in the same condition Tenant received the unit less reasonable normal wear and tear.
 - c. Any alterations, etc. made with the prior written approval of Landlord must be removed and the premises restored to its original condition when the Lease Agreement expires or is terminated. You agree to allow Landlord and any of its agents or contractors to enter the unit during reasonable hours to inspect the restoration.
 - d. If there is more than one Tenant involved in this Lease Agreement, any one of the Co-Tenants may terminate this Lease Agreement. Co-Tenants agree that payment of any refund by Landlord to any one or more of the Co-Tenants shall relieve Landlord of the responsibility to all Co-Tenants.
- B. Lease Agreement Terminated by Landlord: If Tenant's tenancy is terminated because of Tenant default with the terms of this Lease Agreement, Tenant must vacate by the date specified in the Landlord's termination notice.

- a. If Tenant fails to vacate the premises when this Lease Agreement ends or has been terminated, Tenant shall be considered a holdover tenant and shall be liable to the Landlord for a sum not to exceed twice the monthly rent under the Lease Agreement, computed and prorated on a daily basis for each day the Tenant remains in possession. The Landlord may bring a summary proceeding for recovery of the possession of the dwelling unit at any time during the first sixty days of holdover.
- C. Legal Fees: If Landlord obtains an attorney to collect unpaid rent owed by Tenant to Landlord, Tenant agrees to pay the costs of a suit, for unpaid rent, and reasonable attorney's fees not to exceed twenty-five percent of the unpaid rent after default, and referral to an attorney not a salaried employee of the Landlord or the Landlord's assignee. Tenant further agrees that reasonable attorney's fees and costs may be awarded to the prevailing party in all other matters arising under the Hawaii State Residential Landlord-Tenant Code. Tenant understands that Tenant will not be required to pay for attorney's fees or other legal costs if a court determines Tenant is not responsible for such payments. Tenant understands that Landlord may begin court proceedings to correct any non-performance on Tenant's part of any provision of the Lease Agreement. Landlord may begin and conclude any court proceedings against Tenant regardless of whether Tenant's rent has been accepted by Landlord or whether this Lease Agreement has been terminated.

OTHER PROVISIONS:

1. Access by Landlord: The Landlord agrees to enter the unit only during reasonable hours, providing written 48-hour advance notice of intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to so do, except when emergency situations make such notices impossible. The Landlord may enter the unit with Tenant's consent without the Tenant being present in the unit.
2. Employees and Agents of Landlord: If Tenant requests an employee or agent of Landlord to perform a service, and the service is not one which Landlord is obligated to perform, that employee or agent will be considered as your employee or agent. Landlord will not be responsible for damages to property or injury of any kind to any person related in any way to the service being performed for Tenant by that employee or agent.
3. Injuries or Damage Caused to Tenant: Tenant agrees Landlord shall not be responsible for any injuries or damage caused to Tenant, household members, guests or agents while in the unit or on the premises, unless the injury or damage is a direct result of negligence on the part of Landlord in carrying out its responsibilities under this Lease Agreement.
4. Inspections:
 - A. Landlord will inspect all units at least annually.
 - B. Additional inspections will be scheduled as deemed necessary.
 - C. Policy requires Staff to not remove their footwear during inspections.
 - D. In preparation for inspections, personal items and valuables should be secured by Tenant.

5. For safety reasons, all children under the age of 12 must be accompanied by an adult resident when using building facilities.

The foregoing rules have been prepared and approved by the Landlord. In case of dispute over the meaning of any terms therein, the decisions of the Landlord shall prevail.

The Landlord reserves the right to make changes to these rules as needed to provide for safety, care, and cleanliness of the premises and for securing the comfort and convenience of all occupants.

Attachments: You certify that you have received a copy of this House Rules and the following Attachments to this House Rules. You understand that the Attachments are part of this House Rules.

- Air Conditioner Units
- Smoke-Free Policy
- Bedbug Policy
- Community Center/Recreation/Barbeque Area
- Elevator Rules
- Garden Rules
- Keys and Locks
- Motor Vehicle and Parking Area
- Violence Against Women Act
- Environmental and Wildlife Protection

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

TENANT SIGNATURES:

Print (Head of Household)

Signature

Date

Print (Co-Head of Household)

Signature

Date

Print (Adult Tenant)

Signature

Date

Print (Adult Tenant)

Signature

Date

SAMPLE





Unit: «apt nbr only»

KOA'E MAKANA
AIR CONDITIONER UNITS
Attachment to House Rules

1. Landlord will waive the policy prohibiting installation of air conditioner ("AC") units. Management will allow a Portable AC unit with Window Kit. Tenant will provide the desired Portable AC unit and Window Kit. No air conditioner condensate is allowed to drain outside of unit. Landlord will install the Portable AC unit and Window Kit for Tenant upon request for a service fee.
2. Portable AC units will be allowed as exterior noise produced is significantly less than Window AC units and will be less likely to infringe on other tenants' peaceful enjoyment of their unit. However, if other tenants complain about the heat or noise produced by the Portable AC unit and if this heat or noise impacts their peaceful enjoyment of their units, the Portable AC use must be discontinued.

Window AC units are still prohibited for the following reasons:

- A. Window AC units will disturb other tenants' peaceful enjoyment due to noise and heat the units produce; and
- B. Window AC unit installation in the bedroom will create a health and safety issue as a Window AC unit will block emergency egress from the window.

3. Place a work order with the Maintenance Request Line when the Portable AC unit and Window Kit is ready to be installed.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____





Unit: «apt nbr only»

KOA'E MAKANA

SMOKE-FREE POLICY

Attachment to House Rules

Background

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

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

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

Reason for Policy

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

Definition

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

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



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

Policy

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

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

Smoke-Free Areas

Smoking is not permitted in the following areas:

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

Designated Smoking Areas

- None. Property is designated as Smoke Free.

Tenant Responsibility

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

Landlord Responsibility

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

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

Disclaimer by Landlord

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

No-Smoking Signage

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

Enforcement for Tenants

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

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

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

Compliance

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

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

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

Changes

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

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____

SAMPLE





Unit: «apt nbr only»

KOA'E MAKANA

BEDBUG POLICY

Attachment to House Rules

This community has a comprehensive plan of action to follow when we encounter bedbugs in our community. Bedbugs are now a pandemic, not just here in Hawaii, but around the world. Following a systematic plan will ensure that issue is mitigated quickly and will protect other residents, family members, and guests in the community. Every effort is made to protect residents from the social embarrassment associated with having a bedbug infestation. Because self-treatment poses extreme dangers to residents and family, we require that a licensed pest management professional be engaged to help respond and treat infested units. Without full cooperation of the Tenant, this treatment program will not be successful. Because involving a pest management professional in the eradication plan is very difficult and costly, we require Tenants to cooperate fully in the treatment solution and policies relating to controlling bedbug infestations. Integrated pest management requires that the Tenant, landlord and pest management professional work together. Lack of cooperation will result in termination of tenancy.

This will acknowledge that all parties are aware of bedbug issues and will cooperate throughout the tenancy to deal with potential issues.

Tenant(s) claim that all furnishings and personal properties to be moved into the premises are free of bedbugs.

Tenant Initials _____

Tenant(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities for the duration of the tenancy:

1. Housekeeping. Tenant shall:
 - A. Remove clutter. Eliminating concealed, dark places will reduce the places that bedbugs can hide.
 - B. Keep the unit clean. Vacuum and dust regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. Use a brush attachment to vacuum furniture legs, headboard and in and around the nightstand(s). While cleaning, look for signs of bedbugs. If any bedbugs or signs are detected, report them immediately.
 - C. Not use secondhand or rental furnishings unless they have been thoroughly inspected by qualified pest control applicators for the presence of bedbugs, especially beds and mattresses. Used items may be infested with bedbugs. If you must use rented or secondhand items, inspect them carefully, in compliance with this policy, and Tenant



agrees not to use any item that shows signs of bedbugs, egg or larvae infestation. Tenant shall not bring discarded items from the curbside into the unit.

- D. Cover mattresses and box springs with zippered coverings that are impermeable to bedbugs. These can prevent bedbugs from getting inside the mattress. The covers will also help prevent any bugs inside from getting out as they will eventually die inside the sealed cover.
 - E. Arrange furniture to minimize bedbug hiding places. If possible, keep beds and upholstered furniture several inches from the walls.
2. Inspection. Tenant shall check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your unit. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
 3. Duty to Report. Tenant shall report any problems immediately to Landlord. Even a few bedbugs can rapidly multiply to create a major infestation that can spread to other units. Manager will then be given access to rental unit for inspection.
 4. Mandatory Cooperation. Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional will be called in to inspect and eradicate the problem.
 5. Bedbug Treatment. Tenant shall in the event of a bedbug issue, agree to execute the "Bedbug Treatment Agreement" attached as Exhibit A. In addition, Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - A. Place all bedding, drapes, curtains and small rugs in plastic bags for transport to laundry or dry cleaners.
 - B. Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of properly. Call Landlord for removal and disposal. Empty dressers, night stands and closets. Remove all items from floors and bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable separately from non-washable items. Used plastic bags must be disposed of properly.
 - C. Wash all machine-washable bedding, drapes, and clothing, etc. on the hottest water temperature and dry on the highest heat setting. Items that cannot be washed must be taken to a dry cleaner who MUST be informed of the issue. You must safely discard ALL items that cannot be decontaminated.
 - D. Vacuum all floors, including the inside of closets. Vacuum all furniture including inside drawers and nightstands, mattresses and box springs. Carefully remove vacuum bags, sealing them tightly in plastic and discarding of properly. Use a brush attachment to dislodge eggs.



- E. Move furniture toward the center of the room so that technicians can easily treat carpet edges where bedbugs congregate, as well as walls and furniture surfaces. Items must be removed from the closets to allow for treatment.
- 6. Indemnification. Tenant agrees to indemnify and hold the Landlord harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Landlord may incur as a result of the negligence of the Tenant(s) or any guest occupying or using the premises.
- 7. Property Insurance. It is acknowledged that the Landlord shall not be liable for any loss of personal property to the Tenant, as a result of an infestation of bedbugs. Tenant agrees to obtain personal property insurance to cover such losses.
- 8. Default. Any Default of this Addendum or of the Lease by Tenant shall entitle Landlord to pursue all rights and remedies available under this Addendum, the Lease, or applicable law including, but not limited to, terminating the Tenant's right to possession of the premises for material non-compliance. The following will be considered material non-compliance of the Lease and Addendum:
 - A. Any misrepresentation by the Tenant in this Addendum.
 - B. Refusal to execute the Bedbug Treatment Agreement.
 - C. Failure to promptly notify the Landlord of the presence of bedbugs.
 - D. Failure to adequately prepare for treatment in the sole discretion of the pest control professional.
 - E. Refusal to allow the Landlord to inspect the premises.
 - F. Failure of the Tenant to have personal property insurance to cover damage or losses to furniture.
 - G. Any action that prevents treatment of the Unit or potentially exasperates or increases the bedbug issue.
- 9. Conflicts. To the extent that the terms of this Addendum are inconsistent with the terms of the Lease, the terms of this Addendum shall control.

In the event bedbugs are determined to be in the unit, Landlord shall have the right to select the method of treating the unit, building, and common areas of the community for bedbugs. In compliance with HUD Notice 2012-5, costs for Bedbug Pest Control treatment shall be a tenant payment of damages or non-compliance. Repeat bedbug infestations shall be a material non-compliance and subject to termination for cause in accordance with the Lease.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____



Exhibit A

Bedbug Treatment Agreement

In the event of a bedbug infestation, much of the burden falls on you to help us prevent the spread to other units and to eliminate the problem in your unit.

Bedbugs are tough to control. They are difficult to see, they are active at night when humans are sleeping, and a female lays eggs at 2 to 3 per day and may lay 200 to 300 eggs in a lifetime. They can go without food (blood) for up to 140 days. They hide in cracks and small places and are difficult to see, especially in the early molting stages and the eggs are very small and almost invisible to the naked eye. Since the elimination of DDT and Chlordane several decades ago, the problem has become widespread and the current insecticides are not near as effective. Bedbugs live in clusters, like roaches. They generally will travel 20 or more feet from their nesting area if the host moves to another location. They have been known to move downstairs if the host goes from bedroom to living room. They prefer to feed at night, but will feed during the day if the host is inactive. You may need a flashlight to locate the bedbugs. They will hide in bedding, bed frames, covers, couches and chairs, window and door moldings, behind wall paper and pictures, cracks in flooring, under carpet along walls, wall voids such as light sockets and outlets, luggage and backpacks and clothing.

By signing below, you are agreeing to the preparation that would be required for treatment by the Pest Management Professional. With cooperation, we can win the battle in your unit. Without your cooperation, we will lose the war against bedbugs in the building.

Tenant Responsibility.

1. Prepare for treatment:
2. I understand that I may need to arrange for family members or friends to help me prepare.
3. I agree to be ready the day before treatment and agree to a pre-inspection on the afternoon before the day of treatment to ensure that everything is properly prepared.
4. Remove all clothing from the floors. This includes both the basement and the attics. Remove all clothing from closets, drawers, shelves.
5. ALL Clothing must be removed and placed in ziplock or sealable plastic bags. Separate washable from non-washable items. Non-washable items to be taken to the drycleaners and clearly mark for the cleaner to know and deal with the problem. Drycleaners must be advised that they may not reuse the plastic bags the clothing was brought in.
6. Wash all clothing in HOT water and tumble dry a least 10 minutes on HIGH setting. Place all clean clothing in NEW sealable plastic bags. Do not reuse the plastic bags used to collect the clothing prior to washing. Store them in the plastic bags on the kitchen floor until after treatment.
7. Remove all sheets, blankets, mattress covers and pillowcases from all beds, wash in HOT water (over 120 degrees F.) at HIGH heat setting. After cleaning place in new plastic bags and do not put them back on the bed until the evening after receiving pest control service. Wash or dry clean all pillows. Store them in the plastic bags on the kitchen floor as well.



8. Remove all loose items from the floor and all items must be moved 3 feet away from the baseboards, including toys, etc. This includes both the basement and attic as well. Washable toys are to be handled in the same manner as clothing.
9. I understand that my thorough cleaning of the unit in advance of the treatment is necessary to make it more effective. The best cleaning is to vacuum the floors, drapes, baseboards, vacuum cleared closets, shelves, drawers, etc. Be sure to remove the vacuum bag outside, tape it shut, enclose in plastic bag and place it in the dumpster.
10. All furniture must be moved 3 feet from the walls.
11. Closets - all floors must be cleared of any objects.
12. Attic and Basements - all floors must be cleared of any objects.
13. All shelves must be cleared of any objects.
14. Empty all dresser and night stand drawers and remove drawer from dresser or night stand.
15. Remove all items from the floors. Remove all items under beds. Place items in the Kitchen.
16. Stuffed animals should be placed in a clothes dryer on high setting for 20 minutes.
17. Existing beds will be treated based on the condition of the mattress and box springs and the severity of the infestation. If mattresses and or box springs are damaged (including tears or small holes around buttons, rips in seams, etc.), the mattress must be disposed of. The mattress must be spray painted "Bedbug Infested" and sealed in plastic before being carried out of the building. This is to prevent anyone else from picking the item up and transporting to their home. If you insist on keeping the damaged and infested bedding, you will be required to purchase a customized bedbug mattress and box springs cover from the Pest Control Service. Such cover must remain on the mattress and box springs for a minimum of 18 months.
18. Additional furniture such as couches, chairs, etc., will be treated based on the condition of the item of furniture and the severity of the infestation. Some leather furniture may not be treatable. If furniture is damaged (including holes or rips, etc.) treatment will not be rendered and the items must be discarded. If any untreatable furniture is rented, you must report it to the rental company and have them pick it up and remove that furniture, otherwise the Pest Control Service may spray paint and dispose of the furniture causing unrepairable damage. Any such items must be spray painted "Bedbug Infested" and covered entirely with plastic and disposed of properly. This is required to prevent anyone else from picking the item up and transporting it to their home.

On the day of treatment:

1. I understand that the Pest Control Service will verify the proper disposal of all untreatable beds and furniture, and if not done properly by Tenant, the Pest Control Service will take action to ensure proper disposal at Tenant's expense.
2. If you have a pet, the pet must be removed from the unit during and for 4 hours following the treatment. Fish tanks need to be covered and sealed in plastic and air pump turned off during and for 4 hours following the treatment.
3. Everyone must vacate the unit during and for 4 hours following the treatment as an extra precaution.



4. Anyone that is pregnant, has asthma, heart conditions, or any other respiratory problems must vacate the unit prior to treatment and must consult with their physician as to when they can safely re-enter the unit.
5. You will need to repeat all this several times because eggs will hatch and your unit will need to be re-treated.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____

SAMPLE





Unit: «apt nbr only»

KOA'E MAKANA
COMMUNITY CENTER/RECREATION/BARBECUE AREA

Attachment to House Rules

1. **COMMUNITY CENTER:**

Where provided:

- A. Reservation: The facility is reserved based on the order of the request received. A reservation notice will be posted. Contact Manager for rules and to reserve the space and allowed uses and functions.
- B. Hours of Use: Between 8:00 a.m. and 10:00 p.m.
- C. Who Can Use: Use is limited to Tenants (registered members of the household). The Tenant responsible for use of the facility must be an adult (18 years or older) and must be present during the event.
- D. Restrictions: House Rules apply. No smoking, alcoholic beverages or drugs allowed.
- E. Cleaning: The Tenants using the facility are responsible for cleaning the area after its use and returning facility in same condition as received. The floor should be swept (and mopped if needed) and all surfaces wiped. All rubbish must be taken to the trash containers.
- F. Personal Items: Use of the Resource Center is at your own risk. Collect belongings when you leave. Landlord is not responsible for lost or stolen items.
- G. Damage Charges: In the event the facility is not returned in condition as received, Tenant will be charged for labor and materials required to restore condition of facility.
- H. Comply with posted rules. Failure to abide by these and posted rules will result in non-compliance.

2. **RECREATION/BARBECUE AREA:**

Where provided:

- A. Hours of Use: Weekdays between 8:00 a.m. and 8:00 p.m.
- B. Hours of Use: Weekend and Holiday Hours between 8:00 a.m. and 10:00 p.m.
- C. Barbecue grills, hibachis, gas grills or other similar open fire cooking equipment shall be used ONLY in designated areas.
- D. All personal grills shall be removed from the barbecue area after each use. All grills left will be disposed of.
- E. Damage Charges: In the event the facility is not returned in condition as received, Tenant will be charged for labor and materials required to restore condition of facility.
- F. Comply with posted rules. Failure to abide by these and posted rules will result in non-compliance.

3. **BASKETBALL COURTS and PLAYGROUND EQUIPMENT:**



Where provided:

- A. Hours of Use: Daily between 8:00 a.m. and 8:00 p.m.
- B. Comply with posted rules. Failure to abide by these and posted rules will result in non-compliance.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____

SAMPLE





Unit: «apt nbr only»

KOA'E MAKANA

KEYS AND LOCKS

Attachment to House Rules

1. Landlord may keep a passkey to each unit. Tenant will not alter any lock or install a new lock without the prior written approval of Landlord.
2. If Manager or Maintenance Staff is not available, Tenant shall have the option of calling a licensed locksmith directly and pay for all cost. Additionally, any damage to the premises will be at Tenant's own cost and expense.
3. Tenant lock out charges are placed on Tenant's account and must be paid within 30 days by the payment method established by Landlord.
4. Additional and replacement Keys:

Unit Key	Actual Cost
Mailbox Key	Actual Cost
Common Area Key	Actual Cost
5. Additional and replacement FOB:

Unit or Common Area FOB:	Actual Cost
Deactivation of lost FOB:	Actual Cost
Reprogramming of FOB:	Actual Cost
6. Non-working keys or FOBs will be replaced at no cost provided they are not abused or damaged.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____





Unit: «apt nbr only»

KOA'E MAKANA
MOTOR VEHICLE AND PARKING AREA

Attachment to House Rules

1. Motor Vehicles and Parking Area:

- A. Motor vehicles which cannot fit entirely within a standard parking stall are not permitted on the premises.
- B. Motor vehicles shall not be parked blocking driveways, entrances or exits, or in areas marked with red paint. Tenants will not park their motor vehicles in any parking stalls reserved for visitors or Management.
- C. Due caution shall be exercised in the parking areas. Observe and obey all pavement markings, traffic control signs and devices and speed limit signs while driving at all times. The speed limit within parking area is 5 miles per hour. Caution shall be exercised in parking, loading or unloading to avoid damage to other motor vehicles or property or injury to any person. No person shall operate a motor vehicle at or on the premise without a valid Hawaii driver's license.
- D. Keep motor vehicles in good condition and repair.
- E. While on the premises, tune-up or extensive repair work on motor vehicles is not allowed. Batteries and vehicle fluids may not be deposited in the property's dumpsters. Minor vehicle maintenance such as change of a flat tire, a battery, spark plugs and belts are permitted as long as it will be completed in one (1) day and does not result in trash or other unsightly occurrences. Changing of vehicle fluids (i.e. oil, antifreeze, etc.) are not permitted.
- F. The operation of any unreasonable loud motor vehicle is not allowed.
- G. Park motor vehicles at your own risk. Management will not be responsible for theft, fire, water or other cause of damage in the parking areas.
- H. Motor vehicles shall be washed only in designated areas. The method of washing shall be by bucket and sponge or cloth and not by hose.
- I. Improperly parked motor vehicles, unauthorized motor vehicles and motor vehicles without registration or which are inoperable will be towed away at vehicle owner's expense.
- J. Failure to abide by the parking rules is reason to terminate this lease agreement.
- K. The parking area shall not be used as a storage area for boats or trailers.
- L. The owner of any vehicle that leaks oil will be held responsible for its cleanup and required to park the vehicle off site until the leak is repaired. Tenant is responsible for guest's vehicle and shall inform their guest to park vehicle off site if leaking oil or other fluids.
- M. Any Tenant with an alarm on their vehicle is asked to program the alarm to arm and disarm silently, with only flashing lights. Arming your vehicle alarm with the audio



alert disturbs the whole property. Alarm must not be set so sensitive as to go off when other vehicles pass by it.

2. Authorized and Allowed Vehicles:

- A. Vehicle without a current registration, insurance and safety inspection will not be permitted on property grounds and will be towed and stored at owner's expense.
- B. Vehicle must be registered in the name of an adult household member.
- C. Tenants are required to register their vehicles with Management. Vehicle registration forms are available from the Property Manager.
- D. All registered vehicles must have Property Parking Sticker installed on windshield.
- E. Tenant must have sole use of the vehicle in order to obtain a parking stall.

3. Tenant Parking:

- A. Only one (1) vehicle per unit. Additional second vehicle may be allowed if stalls are available, waiting list to be maintained by Property Manager.
 - a. Current Tenants as of the effective date of this policy with registered second vehicles will have first priority.
 - b. Second priority will be according to wait list. Waiting list forms furnished by Property Manager.
 - c. In the event that existing or new tenants require parking and none are available, second vehicle parking privileges will be revoked on a last in-first out basis.
- B. No Tenant parking allowed in visitor handicap stalls.
- C. If Tenant have a change in vehicle or temporary vehicle, new vehicle information shall be reported to the Property Manager upon bringing the vehicle onto the property.
- D. If Tenant no longer have a vehicle, Tenant shall report the change within 10 calendar days.
- E. Parking assignment policy and vehicle identification requirements are site specific. See Manager for information.

4. Visitor Parking:

- A. Visitors must park in the areas designated as visitor parking. Tenant shall be responsible for directing their guests to the proper parking areas. Visitor parking must be cleared by 11:00 PM. Visitors must move their vehicles by 11:00 PM. Visitors' vehicles are subject to towing after the 11:00 PM deadline, unless previous approval is granted by Management.
- B. Visitor shall park in designated "Visitor" parking stalls only and on a first come first serve basis.
- C. If no "Visitor" parking is available, guests shall park outside of the property grounds at available street parking.
- D. Visitors shall not park in "Tenant" parking stalls. Visitors parked in "Tenant" parking stalls will have a warning notice placed on the vehicle by the Property Manager. Upon second infraction, the vehicle will be towed and stored at owner's expense.

E. All visitors who park in the "Visitor" parking must sign in their vehicles. Vehicles not signed in will have a warning notice placed on the vehicle by the Property Manager. Upon second infraction, the vehicle will be towed and stored at owner's expense.

5. Assigned Handicap Parking:

- A. Assigned Tenant Handicap parking stalls. Tenant must have placard. First priority will be given to disabled Tenants in handicap units. Second priority shall be given to disabled Tenants based on need.
- B. If all handicap stalls are assigned, reasonable accommodation will be made upon verification and need.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____





Unit: «apt nbr only»

KOA'E MAKANA
VIOLENCE AGAINST WOMEN ACT
Attachment to House Rules

Protections under Violence Against Women Act (VAWA) of 2013:

An applicant for or tenant of housing assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy.

Effective December 16, 2016 under the implementation in HUD Housing Programs Final Rule of the Violence Against Women Act (VAWA) of 2013:

- An applicant cannot be denied admission/assistance based on their status as a victim.
- A tenant cannot be terminated from a housing program or evicted from a housing community based on their status as a victim.
- Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the household or guest under control of the tenant cannot be used to terminate tenancy/assistance if the tenant or affiliated individual is a victim.
- Actual or threatened domestic violence, dating violence, sexual assault or stalking shall not be construed as a serious or repeated violation of the lease, or other 'good cause' to terminate assistance/tenancy or occupancy rights for the victim.

The Landlord may request in writing from the victim to certify that the individual is or has been a victim of domestic violence, dating violence, sexual assault or stalking by completing the Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-5382), or providing other documentation as noted on the certification form and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. If applicant/tenant fails to provide the certification or other supporting and requested documentation within the specified timeframe, the Landlord does not need to grant the applicant/tenant any of the VAWA protections.

The Landlord can evict or terminate assistance of a tenant for any violation of the lease not related to the tenant's status as a victim. If the Landlord can demonstrate actual or imminent threat to other tenants, employees, or service providers, the Landlord is allowed to terminate assistance/evict the tenant if there is no other action that will reduce or eliminate this threat including but not limited to: transferring the victim to another unit, barring the perpetrator from the property; contracting law enforcement; or other legal remedies. When notified of a court order, the housing provider has the right to comply with the court order with respect to the right of access or control of property, including civil protection orders and the distribution or possession of property among members of the household.

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____





Unit: «apt nbr only»

KOA'E MAKANA
Environmental and Wildlife Protection
Attachment to House Rules

1. **ENVIRONMENTAL PROTECTION**

Comply with all applicable federal, state, and local laws, regulations and ordinances and the following requirements for light pollution control and dark skies. Endangered birds are severely affected by unshielded lights. Proper shielding of lights and minimizing uplighting is the most effective way to reduce light pollution.

2. **WILDLIFE PROTECTION AND PROTOCOL**

The Koa'e Makana property, Waikomo Stream and surrounding areas are unique in that it is home to the following five (5) bird species and two (2) subterranean invertebrates that are protected under both federal and State of Hawai'i endangered species laws. Protection of these native birds and invertebrates is everyone's responsibility and is in the common interest of the Island community and future generations.

Birds:

- Hawaiian Goose - Nene
- Common Gallinule - 'Alae'ula
- Hawaiian Coot - 'Alaekē'ōkē'ō
- Hawaiian Duck - Koloa
- Hawaiian Stilt - 'A'eo

Invertebrates:

- Kauai cave wolf spider
- Kauai cave amphipod

A. Bird Issues. At the present time, the five (5) endangered water-birds above are generally found in the surrounding environs. It is a violation of both state and federal law to disturb, harass, harm, pursue, hunt, shoot, wound, kill, trap, capture or collect, or to attempt to engage in any such conduct with any of these listed species. Tenants and Guests shall not disturb or otherwise cause harm to any of these listed species. Violations of this prohibition can be punishable with jail time and/or significant fines under both federal and state statutes. Failure to comply is a material non-compliance of this Lease Agreement and the Landlord may sue for possession without giving notice to correct.

- a. Do not feed, touch or approach Nene or other water-birds.
- b. Dispose of food in a sanitary fashion or in appropriate trash receptacles.
- c. Feeding stray cats or dogs on property is expressly prohibited.

B. Invertebrate Issues. Unlike the five (5) endangered bird species which are quite large and easy to see, the two (2) listed invertebrates, the Kauai cave wolf spider and the Kauai cave amphipod, are blind subterranean dwelling "critters" that will not be seen. Critical Habitat for these two (2) species and these areas are located within archeological and biological preserves outside of the project area.



- a. The invertebrates are very sensitive to disturbances to the subterranean environment in which they live. These animals live in total darkness in an atmosphere high in humidity and low in oxygen, thus breaking into underground lava tubes in which they live is potentially harmful to these species.

3. EMERGENCY RESPONSE COORDINATION

If sick, injured or dead water bird is found, immediately contact Manager or:

State Department of Land & Natural Resources DOFAW,
Kauai Branch: 808-274-3433

ACKNOWLEDGMENT: Tenant's initial indicates that the above has been read and understood its contents and agrees to abide by its conditions.

Tenant Initials _____

SAMPLE



Exhibit A

Federally and State Protected Endangered Species



Nene – Hawaiian Goose



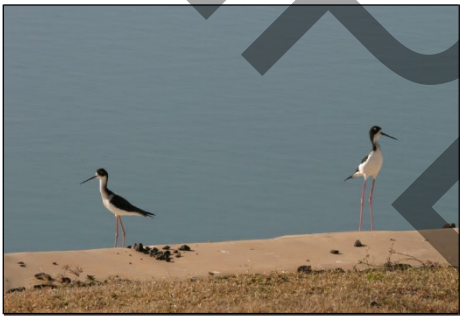
Common Gallinule 'Alae 'ula



Hawaiian Coot - 'Alae ke'oke'o



Hawaiian Duck – Koloa



Hawaiian Stilt – 'A'eo



Kauai cave wolf spider



Kauai cave amphipod