



## WHITMORE CIRCLE APARTMENTS HOUSE RULES

The primary purpose of the House Rules is to protect you, your household and guests from annoyance and nuisance caused by the improper use of this housing project. Your compliance with the House Rules will provide maximum enjoyment of the premises and will protect the reputation and desirability of this housing project.

The House Rules may be revised by Management. A Resident Manager may be appointed to enforce these House Rules, but the Resident Manager shall not be responsible for the non-compliance or violation of any rule by any Tenant or their guests.

You, your household and guests must comply with the House Rules and are expected to conduct yourselves in a reasonable fashion while on the premises. If you do not comply with the House Rules, your Lease Agreement may be terminated.

### 1. Definitions:

- A. Tenant. This term shall have the same definition as in Paragraph 1C of the Lease Agreement.
- B. Management. Mark Development, Inc., the Managing Agent, will be called the Management.
- C. Premises. This term shall have the same definition as in Paragraph 1D of the Lease Agreement.
- D. Unit. This term shall mean the dwelling designated in Paragraph 2 of the Lease Agreement.
- E. Motor Vehicles. This term shall mean and include automobiles, motorcycles, motorscooters and any other vehicle powered by an engine or a motor.

### 2. General Provisions:

- A. Noises of any kind shall be kept at a minimum between the hours of 8 p.m. and 8 a.m.
- B. Disturbing noises are not permitted in the unit or within the premises.
- C. You will keep the volume control of all radios, TV and stereo sets, telephone bells and musical instruments at a level that will not disturb your neighbors at all times.

- D. You will properly throw away all garbage in trash containers. Any garbage that 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 before being thrown away.
- E. You will not place furniture or other large household items in trash containers or in the designated garbage collection areas. You are responsible for the disposal of all large items outside the premises. If you are unable to do so, contact Management and they will dispose of it for you for a service fee.
- F. You will keep the area around your unit clean from litter, leaves, etc.
- G. You will not install or operate any type of machinery (such as refrigerators, heaters, etc.) in the unit or on the premises without the written permission of Management.
- H. No appliance installed in the unit shall be replaced by another appliance without the prior written approval of Management.
- I. Any machinery or appliance installed with the approval of Management may be subject to additional reasonable charges for electricity, water, or other utilities.
- J. You will not bring any hazardous materials (such as flammable oil or fluid solvents, explosives, etc.) into the unit or onto the premises. No unregistered firearms are allowed on the Project site.
- K. Cooking over an open flame (including, but not limited to charcoal grills and hibachis) is not permissible on the lanais or in the common elements in the buildings.
- L. All drapes and window coverings are subject to approval by the Management. It is desirable that the sides of all draperies 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.
- M. Dusting and sweeping.
  - (1) Garments, rugs, mops or other objects shall not be dusted or shaken from windows or lanais of the building, or cleaned by beating or sweeping on the lanais or any exterior part of the building. Dust, rubbish or litter shall not be swept or thrown from any unit or any other room of the building into any entryway or other parts of the premises.
  - (2) Further, nothing shall be thrown or emptied by occupants or their guests out of windows, doors or off lanais into any part of the building or premises.
- N. Items affecting outward appearance of building.
  - (1) Garments, rugs, mops, torches or other objects shall not be hung on or from lanai railings for any purpose whatsoever; nor shall garments, rugs or other objects be hung in doorways or windows in such a manner as to be in view of persons outside of the building.

- (2) No occupant shall erect, place or maintain any television or other antennas on the Project visible from any point outside of his/her unit.
  - (3) This rule does not preclude the display of appropriate seasonal decorations which may be put up from time to time.
  - (4) You are responsible for keeping the area immediately in front your unit swept clear of litter and debris.
- O. No waterbeds are allowed on the premises.
- P. Furniture or other items which have termites must be treated or removed.
- Q. Use of grounds, entry lanais. The grounds, walkways, entry lanais, stairways, building entrances, driveways and other similar common elements shall be used strictly for ingress to and egress from the parking and apartment areas, and must at all times be kept free of obstructions such as furniture, packages, potted plants, laundry baskets, shopping carts, bicycles, toys, etc. No trash or personal property of any type may be placed or stored in (or on) any common element.
- R. Moving of furniture. To avoid congestion, all residents must notify the Resident Manager at least 24 hours before moving large furniture or household effects into or out of the units.
- S. There shall be no personal consumption of alcoholic beverages or controlled substances in the common areas (i.e., parking lot, walkways, etc.). There is no room for dope or narcotics in a household project. Evidence of illegal use or possession of controlled substances will be considered good cause for eviction. Tenant is responsible for all household members and guests.
- T. Intrusion into your neighbor's unit, damage to your neighbor's or the Project's property, physical abuse of your neighbor, threats, harassment and/or interference with Management will all be considered as good causes for eviction. If you violate these rules, Management can sue you for possession without giving you notice to correct.
- U. Laundry facilities.
- (1) Laundry hours are limited to the posted hours.
  - (2) The laundry facilities are provided for the convenience of all occupants. Users shall leave the equipment and area in a clean condition by wiping up any spilled water or suds, by removing all items such as soaps, detergents, bleaches, clothing, laundry baskets, etc., and by placing rubbish or trash (properly wrapped) into the trash disposal chute located in the laundry room.
  - (3) Laundry must be removed from the washer or dryer promptly upon completion of the cycle. Disregarding of this rule is an encroachment upon the rights of the other occupants.
  - (4) Any malfunctioning of laundry equipment should be promptly reported to the Resident Manager.

- V. Management or Resident Manager may keep a passkey to each residence. You will not alter any lock or install a new lock without the prior written approval of Management.
- W. You will be charged \$10.00 to replace any lost key. Tenant lockout charges will be \$10.00 cash in advance or a Tenant acknowledged work order.
- X. You must notify Management of the date you intend to move out of the unit. Before you move out, Management may make a preliminary inspection of the unit. You are strongly urged to cooperate with Management regarding this preliminary inspection as it may be very beneficial to you.

3. Building Maintenance and Repair:

- A. Any alterations, installations, repairs, changes or decorations of the following common elements of the premises must be approved in writing by the Management:
  - (1) exterior surface of all buildings;
  - (2) doors;
  - (3) passageways; and
  - (4) grounds.
- B. It shall be the Management's responsibility to repair and maintain:
  - (1) the exterior surface of all buildings; and
  - (2) any damage caused by breaks in the utility lines.
- C. If you, your household or guests deliberately damage any area or building on the premises, it will be your responsibility to pay for the costs of all necessary repairs.
- D. You may submit requests for exterior maintenance and repairs to the Resident Manager. The Management will determine who should pay for the work. You may write to the Landlord if you do not agree with the Management's decision. This appeal must be made within 10 days after the date of decision.
- E. You agree not to do any of the following:
  - (1) put wallpaper in the unit;
  - (2) install an air conditioner;
  - (3) make any major interior alterations; and
  - (4) paint the interior of the unit a different color from the original color.

- F. You will not drill holes or drive nails into the walls of the unit for painting, fixtures, etc.
- G. You will be expected to maintain the unit (including the appliances, fixtures, etc.) in a way that does not interfere with the rights of enjoyment of the other occupants.
- H. You will maintain the carpet or other floor surfaces and keep it clean at all times.
- I. For safety reasons, you will be expected to periodically check and tighten the ceiling light fixtures in the unit. You will be responsible for seeing that the glass globes are tightly secured. Further, you may be responsible for paying the cost of all necessary repairs to any of the ceiling light fixtures, including any glass parts, in the unit.

4. Maintenance Charges:

A. General:

- (1) Tenant is charged for labor and materials of any work/maintenance attributable to Tenant neglect or damage.
- (2) Management will cover costs for work/maintenance attributable to aging of the Project and fixtures/appliances owned by the Project.

B. Labor Charges:

- (1) Labor time is charged to include:
  - (a) Work preparation                      15 minutes
  - (b) Actual work on site                    varies
  - (c) Cleanup                                    15 minutes
  - (\*) Total call out time = 30 minutes plus actual work time
- (2) Labor time is charged per half hour or fraction thereof no matter if less time is actually spent on the work itself.

C. Material Charges:

- (1) Actual cost of material purchased to complete the job is charged to either Tenant or Management.
- (2) Where material is purchased in bulk, pro-rated estimates are used. Gasoline, paints, solvents and other liquids are charged by actual usage.

Where purchased in bulk, material becomes a maintenance inventory item.

D. Charges to Tenant:

- (1) Typical Charges.

(a) Clogged plumbing within unit. If blockage is removed (not pushed out), maintenance personnel should report type of blockage, i.e., toys, utensils, etc.

(b) Windows and window knobs; breakage.

(c) Repairs to doors and cabinets; broken door knobs; other repairs except painting and fitting.

(d) Cracked wall boards or plaster/gypsum boards walls.

(e) Damaged ceiling except where water damage occurred due to roofing damage.

(f) Damaged floor surfaces and stained carpets where applicable.

(g) Damage to all door and cabinet hinges.

(2) Discretionary Tenant Charges.

(a) Appliances where attributable to:

1. Abuse or misuse.

2. Neglect (lack of cleaning and periodic maintenance).

5. Occupancy:

A. Those persons who permanently reside in the unit will be considered regular occupants. Occupancy is restricted to families as listed on the FmHA 1944-8. Any person not listed on the FmHA 1944-8 is defined as a guest and is subject to the restrictions on guests.

B. Guests will be permitted to stay in the unit without the prior approval of Management only if:

(1) the number of guests does not exceed the maximum number of persons allowed in the unit minus the number of regular occupants in the unit; and

(2) the guests do not stay longer than a total of 24 hours or overnight. That guest may not stay overnight more often than once every 3 months. More frequent visits require Management's permission.

C. You must obtain the prior written approval of the Management whenever:

(1) the number of guests exceeds the maximum number of persons allowed in the unit minus the number of regular occupants in the unit; or

(2) the guests plan to stay in the unit overnight or more than 24 hours.

- D. Tenant may be permitted to have a guest(s) visit their household. However, an adult person(s) making reoccurring visits or one continuous visit of 14 days and nights in a 45-day period without consent of the Management will be counted as a household member(s).
- E. Guest(s) may not stay overnight or more than 24 hours in your unit for more than a total of 14 days in one calendar year.
- F. You are responsible for the conduct and behavior of all persons occupying your unit. Management may require you to remove anyone occupying your unit from the premises if any misconduct on their behalf disturbs or is a nuisance to the other tenants.

6. Exterior:

You agree that:

- A. You will not hang any plants, clothing, etc. on windows that will be visible from the outside.
- B. You will not hang or place signs or decorations on any window or door of your unit. Holiday decorations will be permitted if they are not attached by nails, tacks or staples.
- C. Aluminum foil or paper will not be permitted on doors or windows.
- D. You will not use the exterior area of your unit for storage.

7. Lights:

You will comply with requests of the Management to either turn down or turn off lights which affects the peace and enjoyment of other occupants or which are determined to be unnecessary and wasteful.

8. Motor Vehicles and Parking Area:

- A. You must park only within your assigned stall or area.
- B. Visitors must park in the areas designated as visitor parking. The assigned parking stalls are for use by Tenants only. You shall be responsible for directing your guests to the proper parking areas. Visitor parking must be cleared by 1:00 AM. Visitors must move their vehicles by 1:00 AM. Visitors' vehicles are subject to towing after the 1:00 AM deadline, unless previous approval is granted by Management.
- C. Motor vehicles which cannot fit entirely within a standard parking stall are not permitted on the premises.
- D. Motor vehicles shall not be parked blocking driveways, entrances or exits, or in areas marked with red paint. You will not park your motor vehicles in any parking stalls reserved for visitors or Management.
- E. Due caution shall be exercised in the parking areas.

- F. While on the premises, all motor vehicles are subject to the County Traffic Code.
  - G. You will keep your motor vehicles in good condition and repair.
  - H. While on the premises, tune-up or extensive repair work on motor vehicles is not allowed.
  - I. The operation of any unreasonable loud motor vehicle is not allowed.
  - J. You will park your motor vehicles at your own risk. Management will not be responsible for theft, fire, water or other cause of damage in the parking areas.
  - K. The parking area shall not be used as a recreational area. Bicycles, scooters, skates, etc. are not allowed.
  - L. 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.
  - M. Illegally parked motor vehicles and motor vehicles without registration or which are inoperable will be towed away at your expense.
  - N. Failure to abide by the parking rules is reason to terminate this Lease Agreement.
  - O. The parking area shall not be used as a storage area for boats or trailers.
  - P. Do not play or loiter in the parking area.
  - Q. Vehicles improperly parked or in violation of any of the house rules will be towed at the owner's expense.
  - R. Tenants who have more than one vehicle may request Management to rent an additional parking stall if available at a cost determined by Management.
9. Recreation and Play Area:
- A. Do not remove the furniture or equipment provided by Management from the recreation area.
  - B. Do not bring any other furniture into the recreation area.
  - C. Do not leave any personal items in the recreation area.
  - D. Management will determine and post the hours of the recreation area.
  - E. Tenant is responsible for all household members and guests.
  - F. Only tenants of the Project and their guests may use the recreation area.
  - G. Management shall request and enforce decent conduct in and around the recreation area.



- H. Swearing or other abusive language is not allowed in the recreation area.
- I. The privilege to use the recreation area may be taken away if the rules are violated.
- J. If the recreation area is damaged, all costs to repair the damage shall be paid for by the Tenant responsible for the person causing the damage.

10. Landscaped Areas:

You agree not to:

- A. litter the landscaped areas;
- B. break or pick any of the plants or flowers;
- C. move any benches or tables from their original positions;
- D. stand on or abuse in any other way the benches and tables;
- E. tamper with or alter the equipment and fixtures;
- F. allow the landscaped areas to be damaged in any way. All damages will be paid for by the Tenant responsible for the person causing the damage.

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

The Owner has delegated administration of the rules to its Managing Agent and, through this agent, to the Resident Manager. The Owner 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.

CAUTION: Your signature on this document indicates that you have read and understood its contents and agree to abide by its conditions.

TENANT(S)

By:

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

\_\_\_\_\_

\_\_\_\_\_

Date

SAMPLE



## SMOKE-FREE POLICY

### Whitmore Circle Apartments

Revised August 1, 2013

#### Background

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

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

Residential unit turnover costs can be two to seven times greater when smoking is allowed. National housing surveys report that the majority of residents would like:

- Smoking banned in all units,
- Some type of outside smoking area.

#### 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 regarding smoking, the following policy has been established to provide smoke free areas and procedures for accommodating the preferences of both smokers and nonsmokers.
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 non-smoking.

#### 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.
- *"Smoke-Free"* buildings are classified as buildings where smoking had been allowed in the past but, at the time of policy implementation, smoking will not be allowed. Smoking will be allowed in designated areas outside the building.

#### Policy

It is the policy to provide smoke-free areas for residents, visitors and staff. Smoking will not be permitted in individual residential units or the common spaces of a property or facility unless otherwise specified.

Where the desire of smokers to smoke conflicts with the desire of nonsmokers to breathe smoke-free air, the desire to have smoke-free air will have priority.

### No-Smoking Areas

Smoking is not permitted in the following areas:

- All buildings 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, reception areas, stairways, offices and elevator, recreation areas, and within 25 feet outside of building(s) including entry ways, windows, porches, balconies and patios.
- Designated smoking areas will be indicated on each property's map if applicable.

### Designated Smoking Areas

- Smoking is permitted in areas specifically designated and posted as smoking areas. Management is responsible for designating and posting signs in smoking areas.
- Lit tobacco products must be extinguished, and tobacco residue must be placed in an appropriate ash can or other waste receptacle located outside of non-smoking areas.

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

### Resident Responsibility

1. It shall be the resident's responsibility to inform his/her household members, and guests of this No-Smoking Policy.
2. The resident shall prohibit smoking by his/her household members or guests while on the premises that would violate this policy.
3. Failure to comply or upon repeated violations to this policy may be cause for lease enforcement action up to and including termination of resident tenancy.

### Management Responsibility

It will be the responsibility of Management to inform residents, guests, visitors, and service personnel of the No-Smoking Policy and to enforce the policy.

The new no-smoking policy does not mean that residents/employees will have to quit smoking in order to live and/or work at affected properties. The new policy will only limit smoking to designated areas.

### No-Smoking Signage

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

### Enforcement for Residents

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

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

Evictions due to violations of the no-smoking policy must be approved Management.

Enforcement for Employees

See Employee Handbook.

Compliance

Cooperation and consideration between smokers and nonsmokers are necessary to ensure the successful implementation of this policy. All residents and staff are responsible for observing the provisions of this policy on smoking. Persons in designated smoking areas (as specified above) should honor the wishes of nonsmoking visitors to that particular area.

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

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

Effective Date: August 1, 2013

Changes:

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

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

**TENANT SIGNATURES:**

\_\_\_\_\_  
Name (print): Head of Household

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name (print): Head of Household

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name (print): Head of Household

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:



## **PET POLICY WHITMORE CIRCLE APARTMENTS**

March 2006

**INTRODUCTION:** Pets are a serious responsibility and risk for each Resident in the project. If not properly controlled and cared for, pets can disturb the rights of others and cause damages for which Pet Owners will be held liable.

### **1. OWNERSHIP:**

Residents of Whitmore Circle Apartments (WCA) may own and keep one dog, or one cat, or not more than two birds or a 25 gallon aquarium and shall be referred to as Pet Owner. The Pet Owner must maintain each pet responsibly, in accordance with applicable State and local public health, animal control and anti-cruelty laws and regulations and rules.

### **2. ASSISTANCE ANIMALS THAT ASSIST THE DISABLED:**

- a. Assistance animals are not pets and are excluded from the Pet Policy.
- b. Assistance animals are animals individually trained to do work or perform tasks for the benefit of a person with a disability or animals that provide emotional support of a person's disability.
- c. The disabled person must show how the animal is trained to assist with the specific disability-related need by demonstrating the assistance.

### **3. DEFINITION AND LIMITATIONS:**

"Pets" mean the following domesticated, common household animals, and no others: cats, dogs, birds and fish. Only one four-legged furry, warm body pet per household will be permitted. The weight of the animal shall not exceed 25 pounds (adult size). Dobermans, Pit Bulls, Rottweilers and mixtures of these breeds are not only large but also aggressive animals and are not permitted. Exotic cats shall not be permitted. One medium size bird or two small birds (parakeet size) may be kept in one cage. Only one aquarium, which shall not exceed 25 gallons, may be kept. A determination of the breed and probable mix can be made by a veterinarian, pet store owner, humane society or by a decision of the pet committee.

Animal such as snakes, reptiles, rabbits, ferrets, monkeys, rodents and insects are not permitted under any circumstances.

### **4. PET COMMITTEE:**

The Landlord or a Tenant Association shall appoint a Pet Committee preferably with an equal number of Pet Owners and non pet owners on the Committee. The Committee will assist the Landlord in monitoring the Pet Policy. Any violation of the Pet Policy and/or sighting of any stray animals within the boundaries of the housing project will be immediately reported to the management staff. The Committee will interview the applicant, observe the pet and make a recommendation to the Landlord.

### **5. REGISTRATION AND REQUEST FOR OWNERSHIP:**

Pet Owner shall register a pet by filing a written request with Landlord and include:

- a. Name of pet, type (dog, cat, bird, or fish), breed, weight, age, and color. A determination of the breed and probable mix can be made by a veterinarian, pet store owner, humane society, or by a decision of the pet committee.
- b. A current dog license with collared ID tag with the Pet Owner's name and address.
- c. A cat shall have a collared ID tag with the Pet Owner's name and address. Landlord may require a microchip to be implanted in the cat as an additional identification.
- d. Veterinarian's statement verifying that the animal is in good health, current with all inoculations or boosters, has no communicable diseases or pests, and, in the case of cats and dogs, is spayed or neutered and house broken and docile.
- e. An affidavit with the name, address and phone number of an alternate custodian who will take custody of the pet from the project when the Pet Owner is away overnight or longer. In addition, the alternate custodian must be available to take custody of the pet from the project within twelve hours if the Pet Owner is incapacitated or dies. This affidavit shall be renewed annually. A resident of the project cannot be named as an alternate custodian.
- f. A letter of reference on the pet from a previous landlord, if applicable.
- g. A color picture of the pet or aquarium must be provided both at the time of application and when the pet reaches adult size.
- h. A statement by the Pet Owner that the dog or cat has never bitten or scratched a person or animal.

Upon completion of all requirements, the Pet Committee shall submit the request for approval to the Landlord. A decision shall be made within 10 days of receipt of a decision by the committee. If the request is approved by Landlord, Pet Owner shall execute the Pet Consent Agreement.

**6. REFUSAL OF PET REQUEST:**

Landlord may refuse the request for ownership for the following reasons:

- a. The pet exceeds the limitations set above.
- b. Pet Owner fails to provide complete information required in the Pet Policy.
- c. Landlord determines that Pet Owner is incapable of keeping the pet in compliance with this policy and other factors such as the pet's temperament, size or the Pet Owner's habits and practices.

**7. DEPOSIT AND REFUND:**

- a. A pet deposit of \$300.00 is required for a cat or a dog. A minimum of \$50.00 is required prior to housing the pet on the premises. Monthly payments of \$10.00 can be arranged until the full deposit is made. Pet Owner may make larger payments or pay the deposit in full. The amount of deposit can be changed periodically by USDA-Rural Development rules and the amount of the new deposit shall be posted in the project office.
- b. This deposit is refundable within 14 days after the Pet Owner disposes of the pet or vacates and after deducting expenses attributable to the pet on the property. If expenses exceed the deposit, the Pet Owner shall reimburse the Landlord for the balance.

**8. SANITARY STANDARDS:**

Pet Owners must:

- a. Exercise their dog daily not only for their health but to allow for the deposit of waste in designated areas only and are forbidden in all other areas. The designated area shall be selected by the Pet Committee.

- b. Remove and properly dispose of all removable pet waste as it occurs. Failure to remove the waste shall result in a waste residue removal charge of \$5.00 per occurrence. If the waste is not solid enough for removal by hand, it should be washed down immediately until the residue is no longer noticeable. Waste must be disposed of by being placed in a sealed plastic bag and then placed in a designated trash container outside of the building.
- c. Take pets elsewhere to exercise or deposit waste if there are no areas on the premises designated for such purposes.
- d. Place litter boxes on tiled surfaces only and never on a carpet.
- e. Remove waste from litter boxes daily by placing the collection in a sealed plastic bag and placed in designated trash containers.
- f. Completely change litter not less than once a week and the used litter shall be placed in a plastic bag and placed in designated trash containers.
- g. Pet Owner shall take adequate measures to eliminate animal odors within or surrounding the unit and maintain the unit in a sanitary condition at all times.
- h. Never dispose of any litter or waste in any drain or toilet and shall be responsible for all costs associated with the plumbing and repair of any septic tank system. No paper towels shall be disposed in the toilet after cleaning the animal or picking up waste. All paper towels must be placed in a plastic bag and disposed of outside the unit.
- i. Use only designated washers and dryers for pet laundry if the project has more than three washers and three dryers. Otherwise, all pet laundry must be done in a commercial facility. When using the designated washer, Pet Owner shall mix baking soda with their laundry detergent to eliminate pet smells.
- j. Provide food and water to pets inside the dwelling unit exclusively and only on the tiled areas of the unit and not on the carpets. No food and water is permitted outside the unit.
- k. Birds must be confined to a cage at all times. The cage must have newspapers or like material covering the bottom for the collection of waste and seeds. The newspapers must be changed not less than once a week by placing it in a plastic bag and placed in designated trash containers.
- l. If a bird dies, it shall be disposed of by placing it in a plastic bag and given to the Department of Health for disposal.
- m. If a pet dies, the Pet Owner shall notify the Landlord within seven (7) days. No replacement shall be authorized without the Landlord's written approval.
- n. Aquariums must be cleaned at least once a week.
- o. No animal is permitted to bathe in a unit. All dogs must be bathed periodically in an area designated for animals. Clean up of the bathing area is the sole responsibility of the Pet Owner.

**9. RESPONSIBLE PERSON:**

Pet Owners or any member of their household and guest are considered responsible persons who shall be equally responsible for the pet under these rules.

**10. PET RESTRAINT:**

Pet Owners must restrain and control their pets at all times in accordance with State and local leash laws while on the common areas of the project. Pets cannot be housed outside the designated unit. When taken outside, dogs and cats must be kept on a leash, no longer than eight (8) feet. Landlord shall have the right to pick up unleashed pets and/or report them to the proper authority. Pet Owner shall be responsible for any associated costs.



## **11. GENERAL PROVISIONS:**

- a. In the case of dogs, proof that the pet is currently licensed must be provided annually.
- b. Evidence that the dog or cat is in good health and has received all current inoculation or boosters required by state and county laws and regulations must be provided to the Landlord annually.
- c. A signed affidavit from the alternate custodian must be provided to Landlord annually that the alternate custodian is willing to take temporary custody of the pet when the Pet Owner is unable to care for the pet.
- d. No pet may be kept in violation of state law, or local ordinances with respect to humane treatment.
- e. If pets are left unattended for a period of twenty-four (24) hours or longer, the Landlord may enter the dwelling unit to remove the pet. The Landlord will transfer the pet to the proper authorities, subject to the provisions of Hawaii State law and pertinent local ordinances. Landlord accepts no responsibility for the animal under such circumstances.
- f. Dogs and cats must wear identification tags specifying Pet Owner's name and apartment number
- g. No pet shall be kept, raised, or bred for any commercial purpose.
- h. Pets are not permitted in offices or other dwelling units.
- i. Pets shall not be tied to any fixed object outside of the dwelling unit including but not limited to fences, walkways, posts, trees, parking lots, lawns, or any other area within the project.
- j. Pets must not disturb, interfere, or diminish the right, comfort, convenience and peaceful enjoyment of neighbors and other residents of the project. The terms "disturb", "interfere", and "diminish" shall include but not be limited to excessive barking, howling, chirping, biting scratching, and other like activities. Excessive barking shall occur if the dog barks intermittently for 30 minutes or constantly for 10 minutes to the disturbance of others.
- k. If necessary, the Committee may require the Pet Owner to move to another unit to accommodate a resident who has allergies caused by the pet.
- l. Pet Owners cannot alter their dwelling unit, patio, or unit area except by written approval of Landlord. No animal enclosures, doghouses, animal runs, etc. will be permitted.
- m. Pet Owners are prohibited from feeding or harboring stray animals or birds. The feeding of stray animals/birds shall constitute having a pet without the permission of the Landlord.
- n. Guests may not bring any pet of any type or description onto the project. No pet sitting will be allowed.
- o. Pet Owner must restrain and prevent the pet from gnawing, chewing, scratching or otherwise defacing the doors, walls, windows and floor and floor coverings of the unit, other units, and the common areas, buildings and landscaping.

## **12. LIABILITY FOR DAMAGES, CLEANING, ETC.:**

Pet Owners shall be liable for the entire amount of all damages caused by such pet and all cleaning, exterminating, and deodorizing required because of such pets. This applies to carpets, doors, walls, blinds, windows, screens, appliances, and any other part of the dwelling unit, landscaping, and other improvements of the property. If such items cannot be satisfactorily cleaned or repaired, Pet Owner must pay for the complete replacement by the Landlord. Payment for damages, repairs, cleaning and replacements, etc. shall be due immediately upon demand. Pet Owner shall be strictly liable for the entire amount of any injury to the person or property of others caused by such pet and Pet Owner shall indemnify Landlord for all litigation resulting from the same.

## **13. RELOCATION:**

At the recommendation of the Tenant Association or the Pet Committee, Landlord may designate areas within the project, where pet owner must live and may direct such moves as may be necessary to establish such areas. Unit transfer shall conform to typical move out/move in. Tenant/Pet Owner shall clean the unit and be responsible for any damages less normal wear and tear. The areas may be adjusted and Landlord may direct such additional moves as may be necessary to meet changing needs. Landlord shall provide adequate written notification to Tenant should any designation be made. Tenant agrees to comply with Landlord's request to move pursuant to this paragraph.

**14. REVOCATION:**

The Pet Owner's pet ownership may be revoked at any time for a violation of the Pet Policy, House Rules, lease or the following reasons:

- a. Improper or inadequate care of the pet.
- b. The pet presents a threat to the safety and security of others on the premises.
- c. The pet is destructive or causes an infestation or subject to a pandemic.
- d. The pet disturbs other residents of the project for reasons including but not limited to noise, odor, cleanliness, sanitation, and allergic reactions.
- e. Failure to abide by the recommendation of the Pet Committee.
- f. Failure to renew or re-validate the annual ownership requirements.
- g. Failure to reimburse Landlord for costs attributable to the presence of the pet.
- h. Repeated violation of the Pet Policy on more than two (2) occasions within a 12 month period.

**15. NOTICE OF VIOLATION:**

A notice of violation must be served on the Pet Owner and contain:

- a. A brief factual statement of how the alleged pet violation was determined and the Pet Policy alleged to be violated, and
- b. A statement that the Pet Owner has 10 days from the effective date of service of the notice to correct the alleged violation, or to make a written request for a meeting to discuss it, and
- c. A statement that the Pet Owner is entitled to be accompanied by another person at the meeting, and
- d. A statement that the Pet Owner's failure to correct the violation, or to request a meeting, or to appear at a requested meeting may result in initiation of procedures to terminate the Pet Owner's tenancy.

**16. SERVICE OF NOTICE:**

Service of notice for amending Pet Policy, or notifying a Pet Owner of: refusal to register a pet, Pet Policy violation, pet removal and an increase in pet deposit shall be made as follows:

- a. Sending a letter by first class mail, properly stamped and addressed, to the resident at the unit, with a proper return address; or
- b. Giving a copy to any adult answering the door at the Pet Owner's unit; or if no adult responds, by placing the notice under or through the door if possible, or by attaching the notice to the door; or
- c. In high rise buildings, posting the notice in at least three conspicuous places within the building and maintaining the posted notices intact and in legible form for 30 days.

The service of notice is effective on the day that all notices are delivered or mailed or posted.

**17. PET POLICY VIOLATION MEETING:**

Upon a timely request for a meeting to discuss a violation:

- a. The Landlord must establish a mutually agreeable time and place for the meeting. The meeting shall take place no later than 15 days from the effective date of the notice, unless the Landlord agrees to a later date.
- b. At the meeting, the Pet Owner and Landlord shall discuss the violation and attempt to correct it. As a result of the meeting, the Landlord may give the Pet Owner additional time to correct the violation.

**18. INITIATION OF PROCEDURES TO TERMINATE A PET OWNER’S TENANCY:**

The Landlord may not terminate a Pet Owner’s tenancy based on a violation unless:

- a. The Pet Owner has failed to remove the pet or correct a Pet Policy violation within the applicable time period and the violation is sufficient to begin termination procedures under the terms of the lease, house rules and this Pet Policy.
- b. The Landlord may initiate procedures at any time in accordance with the provision of applicable State or local laws.

**19. NOTICE OF PET REMOVAL:**

The Landlord may serve notice for the removal of the pet if a resolution is not made after a meeting for a violation or if the Pet Owner has failed to correct the violation of the Pet Policy and/or Pet Consent Agreement. The notice of pet removal must be served on the Pet Owner and contain the following:

- a. A brief factual statement of how the pet violation was determined and the Pet Policy and/or Pet Consent Agreement violated; and
- b. A statement that the Pet Owner must remove the pet within 10 days of the effective date of the notice (or 10 days after the meeting if notice was served at the meeting); and
- c. A statement that failure to remove the pet may result in initiation of procedures to terminate the Pet Owner’s tenancy.

**20. CHANGES:**

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

**CAUTION: Tenant’s signature on this Pet Policy indicates that he/she has read and understood its contents and agrees to abide by its conditions.**

**TENANT SIGNATURES:**

\_\_\_\_\_  
Name (print): Head of Household

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name (print): Co-Head of Household

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Name (print):

\_\_\_\_\_  
Signature:

\_\_\_\_\_  
Date: