

**FOSTER HEIGHTS VILLAS
HOUSE RULES**

2011 Update

THE ASSOCIATION OF APARTMENT OWNERS
OF FOSTER HEIGHTS VILLAS

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**Foster Heights Villas AOA
NOTICE
Violation Of House Rules & By-Laws**

Date: _____ Time: _____

Name _____

Apt. # _____ Parking Stall# _____

Reported By: ☐ Security Guard ☐ Board of Directors

☐ Resident ☐ Management ☐ Other _____

House Rules/By -Laws Section

☐ General Occupancy _____

☐ Common Area _____

☐ Swimming Pool _____

☐ Lanais _____

☐ Pets _____

☐ Refuse Disposal _____

☐ Noise and Disturbance _____

☐ Building Modification _____

☐ Parking _____

☐ Other _____

Explanation of Violation: _____

Violation must be corrected by: _____

☐ Warning: If this problem recurs or is not corrected by the above date, apartment owner will be assessed a fine in the amount of \$_____. Future repeated and/or uncorrected violations may result in additional monetary assessments and/or legal actions, or eviction from the premises at the owner's expense.

Resident Manager or Security Guard

◆ White Copy: Resident ◆ Yellow Copy: Owner
◆ Pink Copy: Managing Agent
◆ Goldenrod Copy: Resident Manager/Board Of Directors

I. PURPOSE

- A. **The purpose** of the House Rules is to help ensure maximum enjoyment of FOSTER HEIGHTS VILLAS by its occupants, to help protect all residents from inconvenience or nuisance caused by improper use of the premises, and to help protect the reputation, livability, and desirability of FOSTER HEIGHTS VILLAS. The House Rules can be stated simply as common sense in the consideration for others, in order to help keep the atmosphere and the premises pleasant and hospitable. The full responsibility and authority for the establishment of the rules lie with the Board of Directors.
- B. **All owners**, residents, and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not.
- C. **Copies:** Owners and owners' legal representatives shall furnish their Residents with copies of these rules, who in turn shall be responsible for acquainting all occupants with the same and for taking such steps as may be necessary to ensure that they conduct themselves in compliance therewith. Otherwise, the Resident Manager will provide the Resident with a copy and the Owner will be charged according to current prices for the copy.
- D. **Registration:** It shall be the obligation of the apartment owner to register with the Managing Agent/Resident Manager and sign the attached acknowledgment of receipt of these House Rules within 48 hours the names of the authorized occupants of any apartment rented or leased.

II. DEFINITIONS

As used herein, the following terms shall have the meaning ascribed to them:

- 1. **"Guest"**—A person allowed on the premises only by invitation of a resident.
- 2. **"Occupant"**—Any person legally occupying the apartment, including owners, Residents and the family of Owners.
- 3. **"Premises"** — The FOSTER HEIGHTS VILLAS, its buildings and grounds.
- 4. **"Resident"**—The owner-occupant, Resident, or lessee.
- 5. **"Owner"**—The party holding legal title to an apartment in FOSTER HEIGHTS VILLAS.
- 6. **"Common Area"**—Common elements are those areas defined as "Common Elements" in the Declaration of Horizontal Property Regime of FOSTER HEIGHTS VILLAS.
- 7. **"Limited Common Elements"**—Those areas or elements which are defined as "Limited Common Elements" in the Declaration of Horizontal Property Regime of FOSTER HEIGHTS VILLAS and Section 514B-35 of the Hawaii Revised Statutes.

8. **"Restricted Area"** —Stairways and or ladders to all roof access to all buildings.

III. VIOLATION OF RULES AND REGULATIONS

- A. **Rights of the Board or Managing Agent:** The violation of any rules and regulations adopted by the Association shall give the Board or the Managing Agent the right to:(a) Enter the apartment in which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of this provisions hereof. The Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass. (b) To enjoy, abate or remedy by appropriate legal proceedings, either of law or in equity, the continuance or any such breach, and all costs thereof, including attorney's fees, shall be borne by the defaulting Owner.
- B. **Compliance:** The full authority and responsibility of enforcing these Rules and Regulations may be delegated to the Managing Agent or Resident Manager by the Board. All owners, residents, occupants and their guests shall be bound by these rules and regulations and by rules of reasonable conduct, whether covered by these Rules and Regulations or not. Owners and Residents will be responsible for their guests' observance of all rules and regulations. In the event an owner's residents incur expenses due to the violations of these Rules and Regulations, guest's licensees, the Owners shall be responsible for payment of same.
- C. **Reporting Violations and Damages:** All complaints and requests shall be made only to the Managing Agent or Resident Manager who will in turn notify the appropriate parties. Owners shall also give immediate notice to the Managing Agent or Resident Manager of any damage, accident or injury to the exterior or roof of any buildings. All corrective actions regarding violation of the Rules and Regulations and damages to the common elements or common areas, will be enforced by the Board and shall be reported promptly to the Board or the Managing Agent. Damages to common elements or common areas shall be surveyed by the Board or the Managing Agent at the directions of the Board, and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to the owner or the residents for damages caused directly or indirectly by their guests.
- D. **Association Rights:** The Association of Apartment Owners of the project shall have the right, to be exercised by its Board of Directors or Managing Agent, to enter any apartment(s) and limited common elements from time to tome during reasonable hours as may be necessary for the operation of the project or for making emergency repairs therein required to prevent damage to any apartments or common elements or for the installation, repair or replacement of any common elements. (see Declaration of Horizontal Property Regime Paragraph C.3 and Hawaii Revised Statutes Section 514B-137).

IV. ENFORCEMENT

- A.** The Resident Manager is authorized to issue violation notices to Owners, Residents, or their guests. The violation notice will be delivered to both the apartment owner and the violator if the violator is not the apartment owner. Any person issued a violation notice shall be given a reasonable time to correct a violation. However, if the violation causes an immediate threat to the health or safety of residents or to property, it must be corrected immediately and an immediate fine may be imposed. The Resident Manager will state on the violation notice a description of the violation, the date of the violation and the date by which the violation must be corrected, if applicable.
- B.** If the violation is not corrected within the time period stated, the Resident Manager will issue a second notice, with a fine of \$50.00. If the violation is not corrected by the end of the period stated in the second notice, the Owner will be charged \$100.00 and \$150.00 for each subsequent notice thereafter for the time the violation remains uncorrected. In incidents involving property damage, owners will be assessed for the cost of repairs in addition to the fine for the violation. Repeated or uncorrected violations may result in additional monetary assessments and/or legal action or renter's eviction from the premises at the Owner's expense.

V. APPEALS

Anyone issued a violation notice may appeal the violation notice by writing to the Managing Agent within thirty (30) of the violation notice. A hearing on the violation notice will then be scheduled at the next regular Board meeting, or at the special meeting, if the Board so decides. The appealing party will be notified by the Board of the date of the meeting and the decision of the Board.

VI. VIOLATION NOTICES AND VIOLATION ASSESSMENTS

See attached House Rules and By-Laws Violation Form.

VII. GENERAL CONDUCT

- A.** Residents are responsible for the conduct of the occupants of their apartment. Residents who are requested by the Resident Manager to take action concerning their conduct or the conduct of their guests shall comply promptly therewith.
- B.** Disturbances: No owner, resident, occupant, or guest shall at any time make or permit any disturbing noises in their unit or in the recreational and pool area, by themselves, family, or their guests; nor do or permit anything to be done by any such person that will interfere with the rights, comfort, and/or convenience of other residents, and/or occupants. This rule shall have general application at all times.

However, the hours between 10:00p.m. - 8:00a.m. on Sunday through Thursday and 11:00 p.m. — 8:00a.m. on Friday and Saturday shall be hours of quiet. The volume of radios, television, hi-fi/stereo sets, musical instruments, etc. shall be turned down so as to avoid bothering neighbors. No portable audio equipment is to be played in the common areas, including the pool area except with earphones.

- C. **Hazardous Materials:** Occupants shall not use or permit to be brought into any building any flammable oils and fluids such as gasoline, kerosene, naphtha, or benzene, or other explosives or articles deemed extra hazardous to life, limb, or property.
- D. **Fireworks:** No fireworks of any sort shall be set off in any part of the Project. An immediate fine may be imposed for each instance of using fireworks and the Board may seek the eviction of the persons responsible if they are tenants.
- E. **Illegal Activities:** No activity shall be engaged in and no substance introduced into or manufactured within any building, which might result in violation of the law and/or result in the cancellation or increase in the insurance rate on the buildings on the premises. An immediate fine may be imposed for conducting illegal activities and the Board may seek the eviction of the persons responsible if they are tenants.
- F. **No loitering or recreation** will be permitted in the stairways, parking areas, and 2nd floor walkways.
- G. **Motor Vehicle:**
 - 1. **Safety:** All residents and guests are to exercise extreme care in the operation of the motor vehicles on the property. A speed limit of five (5) MPH is established for all driveways and parking areas. All vehicles must bear a current registration sticker and comply with State of Hawaii Laws. Parking stalls shall not be used for the storage of inoperable vehicles.
 - 2. **Repair:** No major vehicle repairs will be permitted within the confines of FOSTER HEIGHTS VILLAS. This includes removal and/or repairs to vehicle transmissions, differential or any other parts that require removal from the vehicle prior to being repaired. Replacing of brakes and changing oil and filters are also prohibited.

Minor work, defined as engine tune-ups and repairing of small body areas is permitted. Any minor repairs must be completed in a one-day period. All vehicles must be operable at all times except while performing minor repairs. Upon completion of work the parking stall must be cleaned. Emergency repairs are permitted but only with the above limitations.
- H. **Nuisances:** No resident shall permit any objectionable or unsanitary odors to emanate from his or her apartment or the common areas, nor do or permit

anything to be done by residents or guests that interferes with the rights, comfort and convenience of other residents.

I. Parking Lot:

1. **Parking stalls:** The parking stalls in FOSTER HEIGHTS VILLAS are restricted to the use of operable motor vehicles only and any exceptions must be granted by the Board of Directors.
2. **Washing of vehicles:** Only vehicles of owners or residents may be washed in front of trash bin number 1 at Building A and trash bin number 5 at Building J. Washing and rinsing of car exterior will be done in this area **only**; then car must be moved. Residents may wipe vehicle in stall with a bucket that contains only water, no soap, so as not to affect the asphalt and/or adjacent vehicle(s). Residents must clean the area thoroughly before leaving the area. Spray nozzles shall be used in such a manner as to prevent the continuous running of water. The washing of vehicles or trailers and disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste.
3. **Maintenance of spaces:** Owners are responsible for the cleanliness of their respective spaces, including the removal of any grease build-up. The use of cardboard, carpet or sand or any other device used to catch fluid other than a drip pan is strictly prohibited. Drip pan must be removed as car is moved. No personal items, such as lumber, furniture, or crates shall be permitted in the parking spaces.
4. **Observance of signs:** Drivers must observe traffic signs for the safety of all.
5. **No impeding of access:** No vehicles belonging to an owner or to a resident, or to a member of the owner's or resident's family, guest or employee shall be parked in such a manner as to impede or prevent ready access to any entrance or to any exit from the Project by another vehicle.
6. **Parking in proper place:** All numbered parking stalls are reserved/assigned to specific apartments for their exclusive use. Cars parked in unauthorized spaces (which include cars not parked entirely within an assigned space) may be towed away at the violator's expense. Automobiles shall be centered in their parking stalls so as to prevent crowding of adjacent spaces and/or blocking of passages.
7. **Condition of vehicles:** No major repairs to automobiles or motorcycles are permitted in the Project. No racing of motors is permitted, and all automobiles and motorcycles must be equipped with quiet mufflers. All cars in the Project must be in operating condition with current vehicles licenses and safety stickers required by law.
8. **Towing of vehicles:** The Managing Agent or the Resident Manager is authorized to tow away any vehicle or equipment at the Violator's

expense, in the event these Rules and Regulations are violated. Residents may have vehicles towed that are illegally parked in their assigned parking stall only and they must use the towing company whose name is on the "No Parking" sign.

- 9. Parking-Visitor/Guest Parking:** Parking in undesignated areas is strictly prohibited, except for loading and unloading. Guest parking spaces are not for private use by resident or for overnight parking. The following is a list of Rules and Regulations for the use of guest parking.

- a. FOSTER HEIGHTS VILLAS AOA and its Board of Directors and its Resident Manager are NOT responsible for the loss due to theft, property damage, etc. to any vehicle utilizing this parking area or property.
- b. Visitor/Guest parking will be permitted only in the stall marked "Guest".
- c. Visitor/Guest parking hours is from 6:00 a.m. until 1:00 a.m. only, seven (7) days a week.

J. Pets:

1. Household pets are permitted at Foster Heights Villas, provided that (a) pets are registered with the Association, (b) all pet owners comply with these House Rules, (c) tenants provide their landlord's written authorization to keep a pet in their apartment before bringing a pet to the project, and (d) no animal that is dangerous or prohibited by the Hawaii Department of Agriculture shall be kept at the project.
2. All pet owners, prior to bringing a pet to their apartment, must register the pet with the Resident Manager. All pets must, if required by law, be licensed and have identification tags. The Resident Manager may ask for confirmation from a veterinarian that the pet has all the required immunizations and has been spayed or neutered.
3. Pets shall not be kept, bred, or used in therein for any commercial purpose.
4. Pets are allowed on common areas only when on leash or inside a carrier and in their master's control and are not to be left unattended outside of their respective apartment at any time. Dogs are required to be leashed. Any damage caused by the pets to the common or limited common areas shall be the responsibility and liability of the pet owner and the owner of the apartment.
5. Pet owners shall be responsible for the immediate and proper disposal of all fecal matter of their pets from the common elements. Pet owners shall promptly dispose of all animal waste from their apartments so that it does not become a nuisance to other residents. Owners who do not comply with these rules will be fined and will be charged for any repair/replacement damages incurred to the common elements.

6. Pets will not be allowed in recreation areas, except that the Board may grant exemptions for service animals required to assist persons with disabilities.
 7. All pet owners must comply with all laws and regulations prohibiting animal nuisances, including but not limited to unreasonable noise (continuous for 10 minutes or intermittent for half an hour).
 8. An owner may be required to remove from the Project any pet which causes unreasonable disturbance to any other occupant upon notice given by the Board of Managing Agent. In the case of an animal required to assist a disabled person ("service animal"), the service animal will be allowed to remain at the project for a reasonable period of time while the disabled person attempts to find a suitable replacement service animal, provided that the continued presence of the service animal during that interim period of time does not constitute an unreasonable imposition upon the other residents.
 9. No visiting pets shall be allowed on the premises except for service animals required by a disabled person visiting a resident of the project.
 10. Pets shall be feed in their apartments only. Leaving food in patios or walkways attracts feral cats and rodents among other less desirable pests.
- K. Removal of items:** Any unsightly or disturbing item, or items creating a fire hazard within any apartment and/or common element, shall be removed upon request of the manager, Board, or Managing Agent. If not removed in a timely manner, the owner will be assessed.
- L. Solicitation:** No solicitation or canvassing will be allowed on this Project at any time except as provided by Chapter 514B, Hawaii Revised Statutes.
1. Solicit- To seek to obtain by persuasion, entreaty, or formal application.
 2. Canvassing- A solicitation of votes, orders, or opinions.
- M. Employees** of FOSTER HEIGHTS VILLAS shall not be asked to perform work within any apartment and not asked to leave the premises for any reason. All work requests related to the project shall be through the Managing Agent or the Board.

VIII. APARTMENT OCCUPANCY

- A. Tenants:** Subject to the terms of the Declaration and the By-Laws of the Association, an Owner may lease his or her apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Rules and Regulations adopted by the Association. All apartments of the Project shall be used for residential purposes; and no apartment shall be used for transient or hotel purposes.

- B. **Registration:** All residents shall file their names, address, phone number, signature, and automobile make, model, and license number with the Managing Agent or Resident Manager within 48 hours of taking occupancy of the apartment. Any changes are required to be updated to keep information current, i.e. cars, pets, new tenants, emergency contact, etc.
- C. **Owner's Responsibilities:** An owner shall be responsible for the conduct of his or her residents or guests and shall, upon request of the Board or Managing Agent, immediately abate and remove, at his or her expense, any structure, object or condition that may exist with regard to the occupancy of his or her apartment by his or her residents or guests to conform with the interest and meaning of the provisions hereof, he or she shall, upon request of the Board or Managing Agent, immediately remove such residents or guests from the premises, without compensation for lost rentals or any damage resulting therefrom.
- D. **Absentee Owner:** Owners shall be responsible for designating a local agent to represent their interest if their residence is outside the State of Hawaii or if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Board their out-of-town address and telephone number and the telephone number of their agent. Absentee owners shall have their agent conduct periodic inspections of their apartments. Any changes are required to be updated to keep registration information current, i.e. cars, pets, new tenant(s), emergency contact information, etc.
- E. The Apartments of the Project shall not be used for or in connection with the conduct of a trade or business.

IX. APARTMENT STANDARDS

A. Alterations, Additions:

1. No apartment owner or resident shall erect or place any object or structure, including fences and walls, nor make any alteration to, or change in any way the common elements of the Project without first obtaining written permission from the Board of Directors and in some instances the affirmative vote of other owners as required by Chapter 514B, Hawaii Revised Statutes, or the Project documents.
2. No owner or resident, without the written consent of the Board of Directors, shall install any type of air conditioner, wiring, or appurtenances whatsoever on the exterior or the building or through the walls, windows, or roof thereof with proper drainage for condensation. Any installation of an antenna shall be according to the FOSTER HEIGHTS VILLAS ANTENNA INSTALLATION POLICY attached hereto.
3. No apartment owner or resident shall damage or cause any waste or unlawful, improper or offensive use of his apartment or the project; nor

alter or remove any furniture, furnishings or equipment of the common elements.

4. None of the provisions of the project documents are intended to be in contravention of the Federal or State of Hawaii Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the Projects if the proposed modifications are necessary for their full enjoyment of the Project. Disabled occupants wishing to make these modifications shall submit their proposed modifications to the Board, in writing, for its approval prior to commencing any work on the apartments or common elements. The Board may impose reasonable conditions on its approval, including the use of a licensed contractor and obtaining a building permit. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the project documents, which would interfere with, said handicapped person's equal opportunity to use and/or enjoyment of their apartments and/or the common elements of the Project. Any disabled occupant wishing to make such modifications or wishing such an exemption shall make a request in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications or to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request.

B. Appliances: Any new appliance installation or replacement shall be compatible with the existing electrical wiring capacity.

C. Front Doors:

1. **Screen Door:** Screen doors shall be all black in color with no contrasting ornamentation or decoration.
2. **Security Door:** Screen and Security doors (similar pattern if can be obtained) shall be all black in color no other color is permitted.
3. No permanent signs, symbol, or fixtures are permitted on the front door or screen door, except that brown or brass dead bolt locks and peepholes are permitted. Seasonal or commemorative decorations are allowed to be temporarily displayed on the front of screen door.
4. Shoeboxes and other furniture are not permitted on the front entrance way.

D. Interior Fixtures, Movable: Nothing shall be allowed, done or kept in any apartment or common element, which will overload or impair the floors, wall or roofs of the buildings, or cause any increases in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with

respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereto.

E. Windows, Lanais, and Railings: Nothing shall be hung from the windows, lanais, railings, exterior walls, and fences of any unit. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc. shall not be placed in passages, lanais, or windows so as to be in view from outside the building. Nor shall anything be shaken or hung from any of the windows, doors, or lanais of the apartments; provided, however, that appropriate banners commemorating holidays or festivals may be displayed from lanais and window on holidays.

1. No shades, awnings, or window guards shall be used, except such as shall be approved by the Board.
2. No barbecuing except in a barbecue pit or private back yard area.
3. Each member shall be responsible for the care and maintenance of his or her lanai.
4. Lanai sliding doors may be secured with lanai door locks.

F. Plumbing Fixtures: Any installation or replacement fixtures shall conform to the existing specifications. For example: A toilet fixture shall be replaced with a model compatible with the existing inlet/outlet connections. Before any significant change can be made, a written request for approval shall be submitted to the Board of Directors specifying all proposed plumbing modifications. A licensed plumber shall perform all work.

G. Waterbeds: will not be allowed except in ground floor apartments.

H. Window Treatments:

1. There shall be no installation of any window treatments, i.e. draperies, tinting, etc., without first contacting the Resident Manager and/or Board of Directors to verify compliance with requirements for uniform appearance of the condominium exterior.
2. Drapery/linings and curtains shall be white in color, solid colors or printed need to be lined in white as seen from outside.
3. Blinds may be horizontal or vertical and shall be white in color.
4. Swags, tassels, and other decorative appliances shall not be used if visible from building exterior.
5. Only commercial type tinting with prior Board approved material and color shall be permitted.
6. No signs, such as "For Sale" or "For Rent" signs, except seasonal holiday decorations, shall be displayed in windows.
7. Only Board approved window gates may be installed from inside the apartment.

8. Cleaning and maintenance of windows and glass doors in each unit is the responsibility of each resident.

X. APARTMENT MAINTENANCE

- A. **Aesthetics:** All owners, tenants, and residents must maintain their apartments, lanais, and exterior areas in a clean, neat, and attractive condition. No unsightly or unattractive condition, which is in public view, shall be allowed or permitted in the Project. No litter, trash, trash cans, or receptacles, boxes, barrels, broken or unattractive objects or items shall be allowed, placed, or stored outside the apartment area unless they are in an orderly fashion, below the fence line or enclosed in a **Rubbermaid®** or similar type storage unit no higher than 6'2" storage cabinet with closed doors. Laundry shall not be hung or displayed in public view.
- B. **Maintenance of Apartment:** Each owner shall be responsible for the care and maintenance of his or her apartment, including the lanai. It is intended that the buildings shall present a uniform appearance and, to effect that end, the Board may require the painting of exterior walls of all or part of the building, and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and to make payment therefor out of the maintenance fund in the case of common elements or limited common elements, and in case of individual apartments, the Board shall charge such sums to said apartment. Any installation or replacement fixtures shall conform to the existing specifications.
 1. It is each resident's responsibility to maintain his or her apartment in a clean and sanitary condition, and fixtures and appliances in good working condition.
- C. **Neglect of Maintenance:** Every apartment owner shall perform promptly all repairs, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his or her failure to do so.

XI. USE AND MAINTENANCE OF COMMON AREAS

- A. **No Obstructions:** The common areas shall not be obstructed or used for any purpose other than ingress and egress from the apartments, or from the appropriate recreational use designated.
- B. **Damages to Buildings:** All damages to any building caused by the moving and carrying of articles therein shall be paid for by the Owner or resident causing such damage. Any damage to the property of others, including the common area elements, resulting from the misuse of the Project's facilities, of any nature or character whatsoever, shall be paid for by the Owner of the apartment in which misuse occurred.

- C. No Interference: Residents** shall not interfere in any manner with any water heating, lighting and other such apparatus in the Project.
- D. Common Area Furniture:** Any furniture placed in common areas is for use in those specific areas and will not be removed therefrom.

XII. COMMON AREAS

- A.** Only residents and their guests have the privilege of using the swimming pool and barbecue area. Non-resident owners shall not permit their friends, relatives, or any non-residents of FOSTER HEIGHTS VILLAS to use FOSTER HEIGHTS VILLAS facilities, including but not limited to pool, barbecue area, and visitor parking stalls.
- B.** No resident or occupant shall decorate or landscape the entrance or common area to his apartment or any other portion of the building except in accordance with standards established by the Board.
- C.** No occupant shall place, store or maintain in the halls, lobbies, stairways, grounds or other common elements furniture, package or objects of any kind, including but not limited to shoes, slippers, or other objects that obstruct transit through such common elements.
- D.** No flammable substance such as gasoline, kerosene, naphtha, and other articles deemed hazardous to life, limb, or property shall be brought into, used or stored within the premises.
- E.** No refuse, garbage, or trash of any kind including cigarette butts shall be thrown from, placed or kept on any common elements of the building. An immediate fine may be imposed for each instance of throwing objects from upper floors and the Board may seek the eviction of the persons responsible if they are tenants.
- F.** Commercial grocery carts from supermarkets will not be permitted on the premises.
- G.** The apartment owner shall pay all damages to the premises, caused by the moving and carrying of articles therein.
- H.** Toilets, basins, and other water using apparatus situated within common elements shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, paper, ashes, or other substances shall be thrown therein. The resident who caused the damage shall pay any cost of repair or damages resulting to them from misuse of any nature of character whatever.

- I. Furniture other than that provided by the Association shall not be used in the common areas. Furniture provided by the Association shall not be removed from said areas.
- J. Except for ingress or egress of bicycles and mopeds through parking areas, bicycle riding, tricycle riding, riding of other types of non-motorized vehicles, roller-skating, roller-blading, skateboarding, mopeds, scooters, and all similar types of activities are prohibited in all common areas of FOSTER HEIGHTS VILLAS, including the parking lot, driveways, and walkways, and grass areas. This rule shall not apply to wheeled devices necessary to assist persons with disabilities.
- K. Bicycles and mopeds shall be stored only in designated areas of the bicycle storage rack. Bicycles and mopeds stored in bicycle storage rack must be in operable condition. No motorcycles shall be stored in the bicycle rack, nor any motor vehicles whose displacement is greater than 249 cubic centimeters.
- L. No ball playing of any kind is allowed in the common areas, including the swimming pool.
- M. Damage to FOSTER HEIGHTS VILLAS equipment and injuries or accidents sustained by persons while on the premises shall be reported to the Resident Manager. In the event of an emergency, owners and other occupants should contact the appropriate emergency service agency (e.g. fire department, police department). The Association does not provide emergency services.
- N. Items stored in the storage lockers are the responsibility of the person using the storage locker. Persons who store items in the storage lockers do so at their own risk. Neither the Resident Manager, the Managing Agent, nor the FOSTER HEIGHTS VILLAS Association of Apartment Owners shall be responsible for any loss or damage to such items.
- O. No commercial activity of any kind shall be conducted in any of the common areas. Such prohibited activities include but are not limited to second-hand sales, car washes, swap meets, etc.
- P. **All fence climbing is prohibited:** An immediate fine may be imposed for each violation of this rule and the Board may seek the eviction of the persons responsible if they are tenants.
- Q. **Barbecue:**
 - 1. Hours of operation: 10:00 a.m. - 8:00 pm.
 - 2. Residents are required to make arrangements with Resident Manager at least a day prior to intended use.
 - 3. Resident Manager to approve the use of barbeque area and use of instant portable canopies/chairs in area.

4. Extinguish coals and leave for Resident Manager to dispose of. Remove all rubbish from the area.
5. Fires should not be large or excessively smoky. Gasoline as a lighter fluid is prohibited. The use of wood chips or other substance to create "smoking" flavor are prohibited.
6. Noise and disturbances should be kept at a minimum in consideration of residents who live around the Barbecue area.
7. Non-compliance of any of the above rules may result in revocation of use privileges.

R. Personal Property: No item of personal property, including baby carriages, tricycles, bicycles, or surfboards shall be left or allowed to stand on any of the common area. Articles of any kind left in any of the common areas or common elements will be removed at the Owner's risk and expense at the direction of the Board.

S. Pool Rules:

1. FOSTER HEIGHTS VILLAS does not accept any responsibility for injuries or damages sustained by the users of the pool. Anyone using the pool does so entirely at his own risk.
2. Pool hours: 9:00 a.m. to 10:00 p.m. Pool quiet hours will be from 5:00 p.m. to 10:00 p.m.
3. A deposit of \$25.00 is required per swimming pool key. Upon returning the pool key, owner/resident will receive a refund. Any lost key to be replaced will cost the owner/resident an additional \$25.00 deposit.
4. Residents are permitted two guests per apartment unless other arrangements are made with the Resident Manager. An owner or tenant must accompany their guest(s) at all times while in the swimming pool area unless the guest has been registered with the Resident Manager. Registration includes first and last name of guest, apartment number, name, and signature of resident.
5. Residents shall be responsible for persons under the supervision while such persons are in or around the pool. To ensure safety and follow insurance carriers underwriting standards, children under the age of 12 are to be accompanied by an adult.
6. All persons, including infants, using the pool, shall wear only appropriate swimwear. Persons who are incontinent or not toilet-trained shall not use the pool unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the pool.
7. Persons shall shower before entering the pool (all suntan oil shall be washed off).

8. Rubber rafts, surfboards, large balls and similar objects, metal articles such as hairpins and/or other items which may cause damage to the filter system or pool are not allowed. In general, inflatable swimming aids are permitted.
9. There shall be no horseplay, ball playing, boisterous conduct or unreasonable loud noise permitted in the pool area.
10. There shall be no consumption of food or beverage of any kind within the pool area.
11. Please observe good general health rules when using the pool.
12. Animals are not allowed in the swimming pool area; provided, however, that the Board may grant exemptions for service animals required to assist persons with physical disabilities.
13. Continual violations of these pool rules may result in the loss of pool privileges for violators.

T. Trash:

1. All rubbish must be placed in plastic bags before being disposed of in the facilities provided at the Project for that purpose. All such bags must be securely tied so as to prevent spillage of the contents thereof. Spilled rubbish must be picked up and placed in rubbish bins. Rubbish should not include meat, vegetables, or other garbage items that can be disposed of through kitchen disposal. Bin lids should be closed quietly after each use. Large items such as boxes, crates, etc. must be broken into smaller sizes to allow their deposit into the trash bins. Any signs regarding trash must be observed.
2. No bulky items may be placed in or outside trash bin. Bulky item pick-up schedule and rules are available from the Resident Manager and is posted on the community bulletin board. Bulky item pick-up is subject to City and County of Honolulu Regulations. Bulky items must be stored inside apartments until the evening before the scheduled pickup date. The Board may impose an immediate fine of \$250 for each occurrence of bulky items that are left outside too early.
3. No flammable objects are to be placed in trash bins.
4. Disposal of any items or rubbish resulting from any repair or remodeling of any units will be the responsibility of the unit owner. Such items are not to be placed in the trash bins or left in any common area.

XIII. RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

A. Introduction:

This Section XIII is adopted by the Board of Directors pursuant to Hawaii Revised Statutes Section 514B-140 and Article V, Sections 3(f), (m) and (n) of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Sections 3(f), (m) and (n) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

B. Definitions:

1. “Reception Antenna” means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. “Reception Antenna” does NOT include, among other things, Amateur (“HAM”) radios, Citizens Band (“CB”) radios and Digital Audio Radio Services (“DARS”), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
2. “Similar Structures” are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.
3. “Transmission Antenna” means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
 - a. Meets all requirements for Reception Antennas and Similar Structures;
 - b. Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
 - c. Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the

Reception Antenna; and

- d. Is no larger than necessary to transmit the video programming selections of the viewer.
4. “Exclusive Use Area” means any portion of the Resident’s apartment or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the Resident’s apartment.
5. “General Common Element” means any common element not a limited common element appurtenant solely to the Resident’s apartment. Residents do not have the exclusive use or control of any of the general common elements.

C. Location, Size and Number Restrictions.

1. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
2. No Resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the Resident’s Exclusive Use Areas.
3. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner’s apartment or limited common element or onto the General Common Elements does not comply with this rule.
4. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - a. Within the apartment;
 - b. Within an Exclusive Use Area inside the structure, if any;
 - c. For first floor apartments, within the garden area below the top of the fence;

- d. For first floor apartments, within the fenced garden area above the top of the fence, but within the Exclusive Use Area;
 - e. For upper floor apartments, within the vertical boundaries of the lanai below the top of the railings/walls of the lanai;
 - f. Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.
5. Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.
 6. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
 7. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.
 8. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
 9. Masts shall not be installed closer to the lot line than the total height of the Reception Antenna plus the height of the structure on which it sits unless approved in writing by the Board. (In other words, a permit will be required if the structure is so tall that, if it falls, at least part of it will fall outside the apartment's courtyard or lanai area.)
 10. No Resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

D. Installation.

1. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote

the proper and safe installation of Reception Antennas and Similar Structures.

2. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:
 - a. Commercial General Liability (including Completed Operations): \$1,000,000.00 and
 - b. Workers' Compensation: Statutory Limits.
3. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.
4. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.
5. Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than 12 feet tall, prior written approval of the Board must be obtained. The Owner must submit an application including detailed drawings of the structure and methods of anchorage.
6. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.
7. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the Resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors or ceilings:
 - a. Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
 - b. Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;
 - c. Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
 - d. Existing wiring for transmission of video programming signals.

8. If penetrations of the General Common Element walls, floors or ceilings of the building are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.
9. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a Resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
10. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
11. Any Resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
12. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they be permanently secured.
13. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
14. The Association, in the sole discretion of the Board, may provide video programming signals to the Residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the Residents, those Reception Antennas previously installed may be removed by the Association at its expense.

E. Maintenance and Repair.

1. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's Residents. Maintenance and repair shall include, but not be limited to:
 - a. Reattachment or removal within 72 hours of dislodgement from its original point of installation.
 - b. Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
 - c. Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
 - d. Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
2. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
3. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
4. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
5. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and (d) reimburse Residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.
6. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall

take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.

7. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
8. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

F. Process and Procedure.

1. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.
2. Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

AOAO FOSTER HEIGHTS VILLAS

**NOTIFICATION FORM
INSTALLATION OF RECEPTION ANTENNAS
AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned within five (5) days of the installation of an antenna unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

Owner's Name: _____

Mailing Address: _____

Phones: Home: _____ Work: _____

Unit Address: _____

Type of satellite dish or antenna to be installed (check any that apply):

- ☐ DBS satellite dish - 1 meter or smaller (e.g. Dish TV)
☐ MMDS antenna (wireless cable) - 1 meter or smaller (e.g. GTE Americast)
☐ Television antenna

Installation will include a mast: ☐ No ☐ Yes

If yes, insert total height of mast: _____ feet (Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board).

Installation of the dish or antenna will be done by:

Name: _____

Address: _____

Phone: _____

Date of Installation: _____

Name of the insurer of any Contractor: _____

Attach a drawing showing the exact location of the Reception Antenna or Similar Structure and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

- ☐ Yes ☐ No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. If any of the House Rules violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Resident's Signature: _____

Date: _____

Harassment Policy

The Board of Directors of Foster Heights Villas endeavors to create a harmonious and pleasant working environment for its employees and volunteers, such as Board members. To achieve this end, harassment of employees and volunteers of Foster Heights Villas by residents and/or volunteers is strictly prohibited. Harassment is a very serious matter. Foster Heights Villas may be held legally responsible for the harassment of its employees and/or volunteers. Additionally, the harasser may face civil and/or criminal charges.

To ensure that Foster Heights Villas employees and volunteers are protected from verbal, physical and sexual harassment, the following rule is adopted.

1. Harassment of employees and volunteers of Foster Heights Villas is strictly prohibited.
 - A. "Harassment" means:
 - (1) Physical harm, bodily injury, assault, or the threat of imminent physical harm, bodily injury, or assault, or
 - (2) An intentional or knowing course of conduct directed at an individual that seriously alarms or disturbs consistently or continually bothers the individual, and that serves no legitimate purpose; provided that such course of conduct would cause a reasonable person to suffer emotional distress, including sexual harassment. "Course of conduct" means a pattern of conduct composed of a series of acts over any period of time evidencing a continuity of purpose.
 - B. "Terroristic threatening" means if the person threatens, by word or conduct, to cause bodily injury to another person or serious damage to property of another and the person acts with the intent to terrorize, or in reckless disregard of the risk of terrorizing, another person.
 - C. "Sexual harassment" means any unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests of sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.
2. Any resident and/or owner or any guest and/or employee of any resident and/or owner or any Association employee and/or volunteer who commits the act of harassment and/or terroristic threatening as defined in this section against any Association employee and/or volunteer or resident and/or owner or guest and/or employee of a resident and/or owner shall immediately cease such action **and** be fined up to \$300.00, regardless of any other provision in these House Rules. Employees of the Association who commit the act of harassment and/or terroristic threatening shall also be subject to appropriate disciplinary action, including and up to termination of employment, regardless of any other provision in these House Rules.

3. Whether or not any person(s) committed the act of harassment and/or terroristic threatening as define in this section shall be in the sole and reasonable determination of the Resident Manager or member of the Board of Directors, whosoever is not involved in the dispute. The Resident Manger of Board member or a person so designated by the Board is authorized to issue the citation and the disciplinary action for an employee, regardless of any other provision in these House Rules.
4. Any employee or volunteer who feels a target of harassment, including but not limited to any of the conduct defined in this section, by any supervisor, management official, other employee, other volunteer, resident and/or owner or his/her guest of employee, or any other person connected with employment at the Association should bring the matter to the **immediate** attention of a supervisor, the Managing Agent or a Board member. As an alternative, the employee or volunteer may contact any other member of management. Every effort will be made to promptly take appropriate corrective, remedial action if warranted, including and up to termination of employment and/or a fine up to \$300.00, regardless of any other provision in these House Rules. The Resident Manager or a Board member or a person so designated by the Board is authorized to issue the citation and corrective, remedial action, regardless of any other provision in the House Rules.
 - A. Similarly, any resident and/or owner of his/her guest or employee who feels a target of harassment by and Association employee or volunteer may also bring the matter to the immediate attention of the Association. After an investigation, any employee or volunteer who is determined to have violated any portion of this policy will be subject to appropriate disciplinary action, including and up to termination of employment and/or a fine up to \$300.00, regardless of any other provision in the House Rules. The Resident Manager or a Board member or a person so designate by the Board is authorized to issue the citation and disciplinary action, regardless of any other provision in the House Rules.
 - B. The Association expressly prohibits and does not condone any form of retaliation against any employee, volunteer, resident and/or owner or individual who has complained of harassment, cooperated with the investigation of a complaint or acted as a witness during the investigation of a complaint. Any Association employee or volunteer who engages in such retaliation in violation of this policy shall be subject to appropriate disciplinary action, including and up to termination of employment and/or a fine up to \$300.00, regardless of any other provision in the House Rules. The Resident Manager or a Board member or a person so designated by the Board is authorized to issue the citation and disciplinary action, regardless of any other provision in these House Rules.
5. Regardless of the protections provided in this section to Association employees and volunteers and other individuals and regardless of any fines levied pursuant to this section and/or any remedial, corrective or disciplinary measures taken, anyone who believes that she/he has been harassed or threatened or sexually harassed has the right to

report the matter to the police and seek a remedy in civil court or through appropriate governmental agencies.

6. If any person(s) who feels the citation is unjust or there are mitigating circumstances may appeal the citation pursuant to Enforcement – Appeal Procedure section of these House Rules. Any employee of the Association who feels that the remedial, corrective or disciplinary measure taken against him/her is unjust may discuss the matter with his/her supervisor.

ACKNOWLEDGEMENT

I/We hereby acknowledge receipt of a copy of the House Rules. I/We have read the House Rules, understand its contents, and will fully abide by the rules as stated. Any violations of the rules may result in my/our eviction and/or legal action against us/me.

Apartment Number _____

Printed Name

Name

Date

Resident Manager

Date

CUT ALONG THE DOTTED LINE

Resident Manager Copy

ACKNOWLEDGEMENT

I/We hereby acknowledge receipt of a copy of the House Rules. I/We have read the House Rules, understand its contents, and will fully abide by the rules as stated. Any violations of the rules may result in my/our eviction and/or legal action against us/me.

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