

Gateway Peninsula

House Rules

**Revised and adopted:
September 2013**

HOUSE RULES OF THE
GATEWAY PENINSULA ASSOCIATION OF CONDOMINIUM OWNERS

RULES AND REGULATIONS

I. <u>ENFORCEMENT</u>	3
II. <u>DEFINITIONS</u>	5
III. <u>GENERAL HOUSE RULES</u>	6
IV. <u>COMMON AND LIMITED COMMON AREA</u>	9
V. <u>RENTALS</u>	10
VI. <u>PARKING</u>	10
VII. <u>SWIMMING POOL</u>	12
VIII. <u>PETS</u>	14
IX. <u>CONTRACTORS AND REMODELING</u>	15
X. <u>AMENDMENTS OF HOUSE RULES</u>	16
APPENDIX A: <u>POOL & RECREATION AREA RESERVATIONS</u>	17
APPENDIX B: <u>OWNER & RESIDENT REGISTRATION FORM</u>	18
APPENDIX C: <u>HOUSE RULES WAIVER APPLICATION</u>	20
APPENDIX D: <u>BUILDING STANDARDS APPLICATION</u>	21

HOUSE RULES OF THE GATEWAY PENINSULA ASSOCIATION OF CONDOMINIUM OWNERS

The following administrative rules and regulations ("House Rules"), have been duly adopted by the Board of Directors (the "Board") of the Gateway Peninsula Association of Apartment Owners (the "Association") in accordance with the By-Laws of the AOA Gateway Peninsula, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") as Document No. 95-092893, as the same may be amended from the time to time (the "By-Laws").

These House Rules are intended to promote harmonious living, to maximize enjoyment of Gateway Peninsula (the "Project") and to protect all occupants of the Project from annoyance or nuisance caused by improper or unreasonable conduct or use of the Condominiums and common areas of the Project by Occupants (as such term is defined herein below).

The responsibility for enforcement of these House Rules may be delegated to the Managing Agent or Resident Manager for the Project (the "Resident Manager") by the Board. All Occupants shall strictly comply with the House Rules. The House Rules are subject to the covenants, conditions, and restrictions set forth in the Declaration of Condominium Property Regime of Gateway Peninsula filed in the Land Court as Document No. L2249976, as the same may be amended from time to time (the "Declaration") and the By-Laws and shall be bound by standards of reasonable conduct whether or not expressly covered by these House Rules, the Declaration, or the By-Laws.

ARTICLE I – ENFORCEMENT

Section 1 **Authority.** Compliance with the House Rules is required by Section §514A-81, Hawaii Revised Statutes, and Section I of the Declaration of Condominium Property Regime ("Declaration") of Gateway Peninsula.

Section 2 **Receipt for House Rules.** Prior to moving in, each new owner or lessee shall be provided with a copy of the House Rules by the Resident Manager. Each resident is required to fill out the attached Registration Form (Appendix B) and shall acknowledge receipt of the House Rules by signing Page 2 of this Registration Form. This form will be detached from the House Rules and placed on file in the Resident Manager's office. The terms of any written lease between an owner and a lessee/renter shall incorporate the House Rules by reference and require compliance by the lessee/renter.

Section 3 **Expenses of Enforcement.**

- A.** Every Owner shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provisions of the Declaration, By-Laws, or these House Rules against such person.
- B.** The violation of the Declaration, the By-Laws, or any of these House Rules by an Owner or Occupant shall give the Association, through the Board, the Managing Agent or the Resident Manager, the right, in addition to other remedies, to levy a fine against the Owner of the Condominium of the responsible Occupant. Fines duly imposed but unpaid shall constitute a lien of the Owner's Condominium that may be foreclosed upon in like manner as a lien for unpaid assessments to collect the unpaid account. The Association also has the right to pursue any action to recover a financial judgment for any unpaid fines without foreclosing or waiving the lien.

Section 4 **Amount of Fines.** Except as otherwise indicated in these House Rules, the following fines, shall apply to any violation of the Declaration, By-Laws, House Rules, Condominium Property Act or Administrative Regulations of the Real Estate Commission.

- A.** Any violations of the House Rules set forth below will result in a verbal warning and if not corrected, a citation being issued. A letter from the Managing Agent will follow, documenting the nature of the violation and warning the Owner and/or Occupant that any subsequent violation of the same rule will cause a fine as follows to be assessed:
1. Second Offense – written citation and \$ 50.00 fine, which will be assessed against the Owner / Occupant.
 2. Third Offense – written citation and \$100.00 fine, which will be assessed against the Owner / Occupant.
 3. Fourth and subsequent offenses – written citation and \$150.00 fine for each occurrence, which will be assessed against the Owner / Occupant.

If the violation is not corrected with thirty (30) days after the date of the citation, the fine will be increased by twenty-five dollars (\$25.00) per day from the thirtieth day until the violation is corrected.

4. A fine will be imposed for any second and subsequent violation for a recurring offense.
5. A current fine for a violation shall not be used in calculation of subsequent violations if it involves a different provision of the Declaration, By-Laws, and House Rules of other governing document.
6. The Managing Agent and the Resident Manager, as agents of the Board, are authorized to issue written citations and levy fines.

Section 5 **Appeal of Citations and Fines.** The person penalized (herein called the “Offender”) may appeal from the fine or penalty imposed by the Board, the Managing Agent, or the Residential Manager as follows:

A. Notice of Appeal. The offender may appeal such penalty within fourteen (14) days after receiving notice thereof, by filing a written notice of appeal and the reasons therefore. The filing of a notice of appeal shall not halt the accrual of any ongoing fines or penalties that are the subject of the appeal. However, the Board may waive or rescind all or part of the aforesaid fines or penalties at the time of the hearing or such appeal.

B. Time for hearing Appeal. All appeals shall be heard at a meeting of the Board within sixty (60) days after the notice of appeal has been filed.

C. Procedure. The causes of the fine or penalty shall be reported in writing by the Board, the Managing Agent or the Residential Manager at such meeting, with a statement of the facts on which the fine or penalty was based, a copy of which shall be furnished to the appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Board, Managing Agent and the Resident Manager. The Offender shall then present his or her defense in writing, to which the Board or its designee may reply orally. The Offender or any one Owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the fine or penalty imposed. Thereafter, no further discussions, except among the Board itself, shall be allowed.

D. Disposition of Appeal. The Board shall vote as to whether the fine or penalty shall be affirmed. If a majority of those present votes in the affirmative, the fine or penalty shall stand and shall be remitted by the Offender in full within seven (7) days of the date of such meeting. If less than a majority of those present votes in the affirmative, then the fine or penalty shall thereby be rescinded.

ARTICLE II – DEFINITIONS

- Section 1** **ASSOCIATION OF APARTMENT OWNERS** (AOAO): All the Condominium owners acting as a group in accordance with the By-Laws and the Declaration of Horizontal Property Regime for Gateway Peninsula.
- Section 2** **ASSOCIATION PROPERTY**: Consists of all the real property within the Association of Condominium Owners, as defined in the Declaration of Horizontal Property Regime.
- Section 3** **BOARD OF DIRECTORS**: The elected Board constituted in accordance with the By-Laws of the Association of Condominium Owners. They will be referred to as “The Board”, individually or collectively.
- Section 4** **BY-LAWS**: The applicable By-Laws of the Association of Condominium Owners.
- Section 5** **COMMON AREAS/ELEMENTS**: All real property serving more than one Condominium owner for the common use and enjoyment of all owners.
- Section 6** **LIMITED COMMON AREAS**: Areas that are limited to owner use but require Association access for maintenance, i.e. front lanai, carport, etc.
- Section 7** **OWNER**: The term “Owner “ and any pronoun used in place there of shall mean and include any Owner of any Condominium in the Project, members of the Owner’s family, and any other person who may in any manner use the Project.
- Section 8** **OCCUPANT**: The term “Occupant” and any pronoun used in place there of shall mean and include any tenant, renter, lessee, or any other person who may in any manner inhabit any Condominium within the Project.
- Section 9** **GUEST**: Person who is on the premise for a period of time at the invitation of an owner or resident. He/She must comply with the House Rules at all times.
- Section 10** **MANAGING AGENT**: The property management firm under contract to the Association of Condominium Owners for management of the project at the direction of the Board in accordance with their authority and responsibilities.
- Section 11** **CONDOMINIUM**: The term “Condominium” shall mean and include each residential Condominium located within the Project, as designated and described in the Declaration, unless otherwise specifically qualified herein.
- Section 12** **PROJECT**: The term “Project” shall mean the entire property, including the Condominium buildings, carports, driveways and docks, as designated and described in the Declaration of Condominium Property Regime of Gateway Peninsula.
- Section 13** **MOTOR VEHICLE**: The term “Motor Vehicle” shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.

ARTICLE III – GENERAL

- Section 1** **Compliance:** Each Owner/Occupant shall at all times keep his/her Condominium in good order and condition and serve and perform all laws, ordinances, rules, and regulations applicable to the use of the Project and his/her Condominium now or hereafter made by any governmental authority or the Board.
- Section 2** **Use:** A unit shall be used only for family living accommodations and shall not be used for business or any other purposes; provided, however, this provision shall not affect such units from being rented or leased for residential or living accommodations. No Owner/Occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her Condominium.
- Section 3** **Exterior:** No clothes, towels, garments, rugs, flags, or other similar objects shall be hung on clotheslines or from the lanai railings or walls, doorways, windows, or facades of the Project in such a manner as to be in view of persons outside the Project.
Likewise, for the front lanais, sporting equipment, bicycles, oars, plants or any other similar objects are not allowed to be placed on top of the storage shed, or on the lanai walls so that any object is visible from inside or outside the Project. The only exception shall be holiday decorations.
For outdoor lighting, only clear, soft white or white color bulbs are allowed. Umbrellas may be placed inside of the front or back lanais. They may be a solid neutral color and should not detract from the overall appearance of the project. Other colors or designs may be presented to the Board for consideration and approval. Umbrellas must be kept in good repair at all times.
- Section 4** **Lanai Usage:** When watering lanai plants or cleaning the lanai, the Occupant shall not cause or otherwise allow water to drain out excessively. Dust, rubbish, animal deposits or litter of any kind shall not be swept or thrown from any Condominium under the lanai doors or any exterior part of the Project.
- Section 5** **Condominium Usage:** Nothing shall be allowed, done, or kept in any Condominium or common area that would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or cancellation or invalidation of any insurance thereon maintained by or for the Association.
- Section 6** **Registration:** Registration with the Resident Manager is required by all Owners and Occupants of the Condominiums. Nonresident Owners or their duly appointed agent will be responsible for the registration of their tenants. Registration forms may be obtained from the Resident Manager. The incoming Owner or Occupant will acknowledge receipt for and receive a copy of the House Rules at time of registration.
- Section 7** **Rental Agents:** Rental Agents are required to convey a copy of the rental management contract for each Gateway Peninsula Condominium managed by that agent. At a minimum, the contract will include name, address, residence and business telephone number (s) of the rental agent.
- Section 8** **Noise:** All Owners/Occupants shall avoid making noise and using musical instruments, radios, televisions and amplifiers in such a manner as may disturb other occupants. This rule shall have general application at all times. Excessive noise is prohibited.

Quiet hours shall be:

Sunday through Thursday: 10:00 P.M. – 8:00 A.M.
Friday, Saturday & Holidays: 11:00 P.M. – 8:00 A.M.

- Section 9** **Conduct Compliance:** Owners/Occupants and Managing Agents shall be responsible for insuring compliance by their lessees and guests with the House Rules. Owners/Occupants shall be responsible, including liability for damages, for the conduct of their lessees and guests.
- Section 10** **Solicitation:** No soliciting of goods or services or charitable, religious, political or other cause of any nature whatsoever shall be permitted on the common elements.
- Section 11** **Exterior Attachments:** No awnings, Venetian blinds, window guards, radio or television antennae, or other objects shall be attached to or hung from the exterior of the building or planters or protruding through the walls, windows or roofs thereof. No notice, advertisement, bill poster, display or other means of communication shall be inscribed or posted on or about the premises or from the exterior of the buildings, nor shall anything be displayed or projected from the windows of the buildings. In the event a waiver from this requirement is desired, a formal request (Appendix C) shall be submitted to the Board of Directors whose decision, in writing and provided to the requestor, shall be final within the conditions of this document.
- Likewise, no Owner/Occupant shall install any wiring for electrical or telephone installation, or install any machine or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows, or roofs thereof, whether or not visible outside the building. In the event a waiver from this requirement is desired, a formal request (Appendix C) shall be submitted to the Board of Directors whose decision, in writing and provided to the requestor, shall be final within the conditions of this document.
- Section 12** **Dangerous Goods:** No explosives of any nature whatsoever, including but not limited to fireworks and black powder shall be brought onto, stored or used on the premises. No highly combustible substances except of such nature and in such limited quantity as are usual and incidental to the occupancy of a Condominium as a private residential dwelling shall be brought onto, stored, or used on the premises.
- Section 13** **Window Treatments:** No mirror reflecting glass tint is allowed on any exterior window or lanai glass door. Only glass tint, which is not observable from the exterior of the Project, may be applied.
- Section 14** **Refuse, Garbage, and Trash:** No refuse, garbage or trash of any kind shall be thrown placed or kept on any common elements of the Project outside of the disposal facilities provided for such purpose. Rubbish should be bagged, preferably in plastic bags, but at least wrapped. Spilled rubbish should be picked up and placed in rubbish bins. Rubbish should not include fruit skins, meat, vegetables or other garbage items that can be disposed of through kitchen garbage disposals. Trash bin lids should be closed quietly after each use. All animal waste materials and refuse shall be wrapped in small bundles and tied securely before being discarded in the trash bins and not be kept in any common areas of the project. Paint, thinner, solvent, oil, gasoline or other combustible

materials shall not be put into the trash dumpster.

Bulky trash items are scheduled by the State for pick up once a month. Bulky items should be brought to the front curb one day prior to the scheduled pick up day. Residents may not store bulky items in the trash area.

Section 15

Condominium Maintenance: The repair and maintenance of Condominium interiors and limited common areas are the responsibility of the Condominium Owner. No Association employee shall repair or maintain these except at the direction of the Resident Manager, or when an emergency threatens damage to that or other Condominiums or to the common or limited common elements. If the damage is not repaired promptly by the Owner/Occupant, the Managing Agent, after due notice to the owner, may contract to have the damage repaired. The invoices for the cost of such repairs plus an administrative fee equal to ten percent (10%) of the repair invoice shall be sent to the Owner/Occupant.

Section 16

Liability: Each Owner/Occupant shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace, or restore any damage to or destruction of the common or limited common elements or another Condominium unit, which damage or destruction was contributed to or caused by the Owner/Occupant or Guest thereof.

Section 17

Hold Harmless: The Association, the Board of Directors and all agents and employees thereof, shall not be liable in any manner whatsoever for loss, damage, injury or death which occurs in a Condominium or in the common or limited elements, unless such loss, damage injury or death shall have been due to the sole fault or gross negligence of the Association, the Board of Directors, or any agent or employee thereof.

Section 18

Handicap Modifications: Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their Condominiums and/or the common elements, at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or By-Laws), if such modifications are necessary to enable them to use and enjoy their Condominiums and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their Condominiums and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so 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 modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

Section 19

Docks: Docks, which have any attachment to the property of the Association, must be approved, in advance, by the Association's Board of Directors (Appendix D). Any request for approval must be made upon the applicable form as approved by the Board of Directors and shall include a detailed diagram of the proposed dock along with a construction schedule. In addition to the approval of the Association's Board of Directors, all proposed dock construction must be approved by the Hawaii Kai Marina Community Association and the Corps of Engineers and such approval must be on file with the Association prior to the commencement of construction of the dock.

Residents 12 years and under, fishing or playing on their dock, must have parental or adult supervision. Playing and fishing should be limited to daylight hours.

Docks are private property and access is limited to Owners/Occupants, tenants and guests with permission to access. Owners are required to keep their docks in good repair at all times.

- Section 20** **Signage, Walls and Fences:** No Condominium Owner or Occupant shall erect or place in the project any building or structure including fences and walls, or make any alterations or additions to any common element of the project; or place or maintain thereon any signs, posters or bills whatsoever, except as approved in writing by a majority vote of a quorum of the Board of Directors.
“Open House” signs may be posted temporarily during showing and must be removed promptly after each showing. One “For Sale” sign may be displayed close to the exterior front wall of the unit for a period not to exceed six (6) months.
- Section 21** **Waterbeds:** No waterbeds shall be allowed within the Project. A copy of the Association’s insurance summary is available through the Managing Agent of the Project.
- Section 22** **Marina Restrictions:** No debris, rocks or other materials shall be thrown into the marina.
- Section 23** **Walls:** Climbing, sitting or walking on any walls (private or common) is strictly prohibited.
- Section 24** **Motor Vehicle Repair:** The Owner/Occupant will not make major repairs to his auto, boat, etc, in the parking areas.
- Section 25** **Wildlife:** Feeding of the ducks is strictly prohibited.

ARTICLE IV – COMMON AND LIMITED COMMON AREA

- Section 1** **Area Usage:** No Owner/Occupant, Tenant or Guest shall abuse, remove nor allow any alteration of any common area furnishings or equipment located within the Common and Limited Common Areas of the Project.
- Section 2** **Speed Limit:** The speed limit is 5 (five) miles per hour, for all vehicles, in the driveways and carport areas.
- Section 3** **Signage:** For Real Estate purposes, an “Open House” sign may be displayed during an open house within the Project. The person conducting an open house or his agent will be responsible for placing and removing the sign next to the unit holding the open house. Additionally, Section III, Sub-section 22 of the House Rules outlines the specific rules for such signage placement and hours they may be in place on the Project.
- Section 4** **Deliveries:** Delivery is defined as “the bringing in or removal from the premises of one or more items of a size or weight that cannot be handled by one (1) person without the aid of mechanical means (which would include hand trucks and dollies, but excludes small carts designed for groceries or luggage) and/or those items which may cause damage to the common elements or limited common elements.

Persons planning to deliver items into or out of the Project must coordinate the delivery with the Resident Manager at least one (1) day prior to the delivery. The person ordering delivery must assume responsibility for any damage to the premises. Delivery into or out of the Project is restricted to the hours of 8:00 a.m. and 6:00 p.m. The Owner/Occupant and/or whoever makes the delivery must clean up any debris created by the delivery.

Section 5 **Moving:** Persons planning to move into or out of Gateway Peninsula must notify the Resident Manager at least one (1) day prior to the move. The person moving must assume responsibility for any damage caused by movers to the premises.

Section 6 **Landscaping:** No resident shall decorate or landscape any common areas without the consent of the Board of Directors. All landscaping must be done in accordance with standards approved and established by the Board of Directors.

Section 7 **Lanai Presentation:** The front, rear and side (when applicable) lanai for each apartment shall be kept in a neat and attractive condition at all times.

ARTICLE V – RENTALS

Section 1 **Registration:** Owners, Nonresident Owners or Managing Rental Agents who rent, loan, or otherwise permit occupancy of their Condominiums shall require the new Occupant to register with the Resident Manager in accordance with Section III, Sub-section 7, and receive a copy of the House Rules. The owner shall be responsible for the actions or omissions of his agent or the Condominium Occupant.

Section 2 **Moving Procedures:** All Renters must comply with the moving procedures as stated in Article IV Section 5 above and are subject to the same conditions and penalties for failure to comply.

Section 3 **Guests:** Owners/Occupants, Nonresidents or managing Rental Agents are requested to notify the Resident Manager when their Condominium is unoccupied. Occupants are requested to give notice to the Resident Manager when they will be absent from the premises for an extended visit elsewhere and if Guests will be occupying the Condominium. If so, the Guest(s) must contact the Resident Manager on arrival. It is suggested that an owner, rental agent, or an occupant arrange to have the Condominium inspected periodically if extended nonuse or extended absence is anticipated.

ARTICLE VI – PARKING

Section 1 **Usage:** Parking in areas of the Project not expressly designated for parking is prohibited.

Section 2 **Assignment:** All parking in the carports is reserved for the use of the Occupants of the Condominiums to which the parking stalls are appurtenant. No Occupant shall use any parking stalls located in the parking structures other than the parking stall(s) which are appurtenant to such Occupants Condominium, as designated in the Declaration, except as permitted under the Declaration or as permitted in writing by the Occupant of the Condominium to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.

- Section 3** **Drop Off:** No Motor Vehicles shall be parked in the driveways, entrances, and exits of the Project and in any areas marked as a No Parking area, provided that Occupants may park in a “drop off” area fronting the main entrance to the Occupants Condominium for a period not to exceed fifteen (15) minutes for the purpose of loading and unloading.
- Section 4** **Trailers:** No Motor Vehicle or trailer shall be parked so that any portion thereof shall protrude from the parking stall. Parking stalls can be used for boats and boat trailers but shall not extend beyond either end of the parking stall into the common area or driveways.
- Section 5** All persons shall exercise due caution in parking, loading, or unloading within the parking area to avoid damage to other Motor Vehicles or property and injury to other persons.
- Section 6** The carport stalls shall not be used for playing or loitering.
- Section 7** **Towing:** Pursuant to Section 290-11, Hawaii Revised Statutes, Violators of the parking regulations set forth may have their vehicles towed away at their own expense; provided the Occupants shall be responsible for authorizing the towing of unauthorized vehicles from such Occupants’ assigned parking stalls, and must sign all required authorizations of the towing of vehicles from such assigned parking stalls. If the violator is a Guest of an Occupant of a Condominium (a “Guest”), the Occupant shall be held responsible for payment of any fines or related charges not paid by the violator.
- Section 8** **Guest Parking:** Guest parking stalls in the project are to be used by the guests of residents only between the hours of 7:00 a.m. and 1:00 a.m. for a time period of no longer than eight (8) hours. Notwithstanding the foregoing, a guest of a resident may park in a guest-parking stall overnight, provided that the occupant or their guest signs in on the parking log located at the front of the manager’s unit. Owners or occupants may park in guest parking (including overnight) only if they have first contacted the Resident Manager and obtained authorization to do so.
- Section 9** **Carport Stall Restrictions:** No personal property, bicycles or scooters not in use, boxes, storage containers, motor vehicle parts or other items shall be stored in the parking structures or stalls. Bicycles when not being used shall be kept and stored in privacy areas, such as the front or rear lanais.
- Section 10** **Cleaning:** Owners/Occupants shall be responsible for maintaining their respective parking stall in a clean condition, free from oil drips or other discharge from their Motor Vehicles. From time to time and upon giving prior written notice and opportunity to cure, the Association may (1) clean any parking stall within the parking structures and (2) assess the Owner or Occupant of the Condominium to which the parking stall is appurtenant a fee of \$25.00 for such cleaning.
- Section 11** **Registration:** All Owners/Occupants shall register their vehicle (make, model, color, license plate) with the Resident Manager (Appendix B).
- Section 12** **Car Wash:** The car wash is for the exclusive use of the residents of Gateway Peninsula. Vehicles shall be washed only in the area designated for that purpose.
- Section 13** **Car Repair:** No major repairs may be made to any vehicle on the premises.

"Major Repair" is defined as a repair that may involve excessive noise, or spillage of oil or take more than one (1) hour to complete.

Section 14

Motorized and Non-Motorized Vehicles: Children must be supervised by an adult at all times when riding motorized and non-motorized vehicles throughout the complex for recreational purposes.

ARTICLE VII – SWIMMING POOL

Section 1

Hours of Operation: The hours of operation of the swimming pool are as follows:

Monday – Thursday: 8:00 a.m. – 9:00 p.m.
Friday (only): 8:00 a.m. – 10:00 p.m.
Saturday (only): 9:00 a.m. – 10:00 p.m.
Sunday (only): 9:00 a.m. – 9:00 p.m.

The Pool areas are for the exclusive use of Gateway Peninsula owners, residents and their guests. An owner's or resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and pool areas and for ensuring that all rules for those facilities are obeyed. Gateway Peninsula owners and residents are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees and their renters.

Section 2

Guests: Pool guests are limited to five (5) guests per Condominium in the pool areas without prior approval from the management, and access shall be restricted to those with a security key. For more than five (5) guests, authorization from the Resident Manager must be received PRIOR to the occasion for usage of the swimming pool.

Section 3

Attire: Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted. Hairpins, bobby pins, and/or hair rollers must be removed before entering the pool. Babies must wear snug fitting swim diapers at all times when in the pool.

Section 4

NO LIFEGUARD IS ON DUTY: There will be no lifeguard at the pool. Therefore, anyone using the swimming pool does so at their own risk and is fully responsible for his/her own safety.

Section 5

Adult Supervision: Parents are responsible for their children's safety at the swimming pool. If any child under the age of twelve (12) is using the swimming pool, an adult must be present to supervise them.

Section 6

Restrictions: Showering before entering the swimming pool is required. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool. Persons having open sores or wounds or communicable diseases are not allowed in the swimming pool. Spitting, urinating, and blowing one's nose in the swimming pool are strictly prohibited. Running, diving, jumping, and horseplay are not permitted in the swimming pool and adjacent areas. Violators will immediately be evicted from the swimming pool area.

Section 7

Prohibited Items: No glass items of any kind, food, beverages (other than water), diving equipment, or similar items shall be permitted in the swimming pool. The introduction of sand, rock or other foreign matter in the swimming pool is strictly prohibited and will result in immediate eviction there from.

- Section 8** **Noise**: Boisterous and loud conduct in the pool or pool area is not allowed. Earphones must be used if a radio is played in the pool area.
- Section 9** **Cleaning**: When using the pool furniture, all debris, food and drink related items must be removed and disposed of prior to leaving the swimming pool area.
- Section 10** **Reservation for Parties**: The swimming pool and adjacent area may be reserved for private parties upon written request to the Resident Manager. For all functions involving more than five (5) guests, a reservation shall be required. A written request (Appendix A) to the Resident Manager must be provided no less than three (3) working days, and no more than thirty (30) days prior to the scheduled function date. A deposit check for the amount of one hundred (\$100) dollars shall be required to be given to the Resident Manager at the time of the application. When reserved, the swimming pool will remain open to all residents.
- The decision to allow the reservation for private parties shall be subject to guidelines adopted by the Board from time to time and shall be implemented by the Resident Manager. The guidelines shall be for the purpose of reasonably regulating, restricting and/or limiting the use of the swimming pool for private parties. Note: If the sponsoring Owner/Occupant intends to serve or have available alcoholic beverages at such party, then in addition to any other guidelines adopted by the Board, the Occupant must provide evidence of appropriate and adequate liability insurance coverage for such scheduled function, including liquor liability, naming the Association as an additional insured there under.
- Section 11** **Identification**: All persons shall comply with the requests of the Resident Manager with respect to matters of personal conduct in and about the swimming pool area. The Resident Manager has the authority to require any person using the swimming pool or adjacent areas to identify themselves by name and Condominium number and, if a Guest, to give the name and Condominium number of the host Condominium Owner or Occupant acting as host.
- Section 12** **Animals**: No animals (except specially trained animals for handicap or impaired usage) are allowed in the swimming pool or adjacent areas of the pool area.
- Section 13** **Furniture**: Pool furniture shall not be removed from the pool area or reserved, and should be returned to their original positions/locations to ensure a neat and orderly appearance.
- Section 14** **Alcohol**: Intoxicated persons are not permitted to use the swimming pool. Alcohol is prohibited in the pool and recreation areas, except as outlined in Article VII, Section 10 of the House Rules.
- Section 15** **Equipment**: Owner/Occupants or their guests must not interfere in any manner with any portion of the swimming pool, lighting equipment, electrical connections, or plumbing devices. Pool lifesaving equipment may not be used except in emergencies.
- Section 16** **Smoking**: Smoking is prohibited in the Gateway Peninsula Pool, Recreation room and at the pool entrance.

ARTICLE VIII – PETS

Section 1

Compliance: No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project. Owners/Occupants may keep dogs, cats, and other typical household pets (“Pet”), such as guinea pigs, rabbits, fishes, or birds may be kept in their respective Condominiums and shall be subject to the conditions and restrictions contained herein; but shall not be kept, bred, or used therein for any commercial purposes.

- a. Except for fish, no more than three (3) pets, total, shall be allowed per condominium.
- b. No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
- c. Every Owner/Occupant keeping a pet or pets is required to register each pet with the Resident Manager (Appendix B), who shall maintain a register of all pets kept in the Project.
- d. The Board wishes to “grandfather in” existing, registered pet(s) at the project

Section 2

Handicap: Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals (herein collectively referred to as “specially trained animals”) shall be permitted at the Project subject to the following restrictions:

- a. Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;
- b. Such specially trained animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
- c. Other certified service animals that serve a similar purpose as a guide dog will be permitted.

Section 3

Guide Dog: The term “guide dog” shall mean “any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person” as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.

Section 4

Signal Dog: The term “signal dog” shall mean “any dog trained to alert a deaf person to intruders or sounds,” as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.

Section 5

Indemnification: Each owner of a pet and the Owner/Occupant of the Condominium in which such pet is kept shall indemnify and hold the Association and the Board harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the Condominium and Project.

Section 6

Restrictions: When on common elements, dogs must be in a carrier or on a leash (that keeps them within six feet (6) of their handler’s feet) and must be under the complete control of their handler at all times. Walking dogs on property to relieve themselves is prohibited; except for the front grass area between the rock wall and pool wall. Owners are responsible for picking up their dogs waste (feces) at all times when on property. Residents shall not tie or stake their pets on a leash to any common or limited common areas.

- Section 7** **Damage:** Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the Owner/Occupant of the Condominium in which the pet is kept and the costs or repair or replacement shall be specially assessed to such person(s).
- Section 8** **Pet Refuse:** Owners/Occupants and pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter, etc.) shall be wrapped with extra care.
- Section 9** Residents are prohibited from feeding wild birds from limited common areas, common areas or from their lanai.
- Section 10** **Nuisance / Noise:** No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance and unreasonable type of behavior include, but are not limited to, the following:
- a. Pets that exhibit any form of aggressive, vicious or violent behavior.
 - b. Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any resident at any time of day or night.

ARTICLE IX – CONTRACTORS AND REMODELING

- Section 1** **Structural Modifications:** No structural changes of any type by an Owner/Occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Declaration and By-Laws.
- Section 2** **Exterior Modifications:** No exterior modifications may be made to any unit without the written consent of the Board of Directors. Owners wishing to make exterior modifications to their unit must submit a completed Building Standards Committee Application (Appendix D) to the Board. All applications will be reviewed by the Building Standards Committee and Board. Work may not begin on a unit without the prior written approval of the Board of Directors. Owners should refer to ***The Building Standards Manual*** for further information regarding structural modifications to the exterior of units.
- Additionally, no Owner/Occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, windows, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project; provided, however, that antennae covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Section 1.400 et seq.) may be installed in accordance with and Antennae Installation Policy adopted by the Board.
- Section 3.** **Parking:** Contractors, repairmen, and others working inside units of the Project must park in the Guest Parking stalls, in the parking area of the unit they are working on, or on Kawaihae Street. Work vehicles parked in a guest parking stall must sign in on the parking log located at the front of the Resident Manager's unit.
- Section 4.** **Loading/Unloading:** Contractors, repairmen, and others working inside units at the Project must unload or load supplies and equipment from their vehicle in a location convenient to the unit to be worked in, and then promptly moved to one of

the areas cited in Section VI. Offenders will be towed.

Section 5. **Working Hours:** Working hours are between 8:00 AM to 6:00 PM Monday through Friday and between 9:00 AM to 5:00 PM on Saturdays, Sundays and holidays. Contractors are not permitted on the premises until 7:30 AM, and therefore, are not permitted to unload equipment from their vehicles until that time.

Section 6. **Debris Removal:** All construction materials and debris are to be taken off the property unless otherwise approved by the Resident Manager. Owners, occupants, their employees and Agents are responsible for disposing of all construction debris. Use of the dumpsters in the Project for disposal of such is prohibited. Owners/Occupants will be charged a minimum of \$75.00 or more if professional help is required or deemed necessary by the Resident Manager, or other additional amounts for the removal of any trash left in common areas.

Section 7. **Damage and Liability:** Owner/Occupant shall be liable for all repairs and damage to the Project and to all limited and common elements and for any cleaning expenses incurred by the Owner/Occupant, contractors, workers, or employees thereof. Time expended by the Association's employees for cleaning will be charged at a rate of \$25.00 per hour or any fraction thereof. Damages to the building will result in a \$300 fine, plus repair costs.

ARTICLE X – AMENDMENT OF HOUSE RULES

Section 1. Except to the extent expressly proscribed or limited by the Declaration, the By-Laws or these House Rules, the Board reserves the right to make such other rules or to amend these House Rules from time to time by action of the Board as it deems appropriate to promote the safety, care, and cleanliness of the project and to ensure the comfort and convenience of all Owners/Occupants, so long as such rules are not inconsistent with any applicable laws, ordinances, codes, rules or regulations applicable to the Project and/or its management or operation.

I certify that the foregoing are the House Rules that were adopted by the Board on _____ and filed with the Association's management company.

Board President:

Board Secretary

APPENDIX A
SWIMMING POOL / REC. AREA RESERVATION APPLICATION

NAME OF RESIDENT: _____

UNIT #: _____ PHONE NUMBER: (H) _____ (W) _____

I WOULD LIKE TO RESERVE:

- ☐ Recreation Area only (upper pool deck and use of kitchen)
- ☐ Swimming Pool only
- ☐ Both recreation area and swimming pool

DATE OF ACTIVITY: _____ HOURS: _____

TYPE OF ACTIVITY: _____

NUMBER OF PERSONS IN ATTENDANCE: (adults) _____ (children) _____

CHECK IF APPLICABLE: ☐ Music ☐ Food ☐ Alcoholic Beverages

\$100 REFUNDABLE CLEANING & DAMAGE DEPOSIT INCLUDED: (check # _____)

I have read the Swimming Pool / Rec. Area Rules, including deposit requirements, and agree to abide by these and the Gateway Peninsula House Rules.

(Signature)

(Date)

ACCEPTED / APPROVED

(Resident Manager, AOA Gateway Peninsula)

(Date)

RECREATION AREA RESERVATION RULES

A. GENERAL

Residents who have an approved reservation for a special event or activity at the recreation area of the swimming pool, and/or the swimming pool must comply with the following additional rules.

1. The host must be present at all times and maintain control of the event or activity.
2. Events must be scheduled to comply with the quiet hours.
3. All facilities used, including restrooms, must be put back in the same condition as found prior to activity. Gateway Peninsula will provide a broom, dustpan, and reasonable number of plastic trash bags for clean up. **All garbage must be taken to the dumpster.**
4. Decorations may be used; however, they must be attached and removed in a fashion to prevent damage to the walls, furniture, or fixtures. All decorations and attachments must be removed at the completion of the event.
5. No pets are allowed in the swimming pool / recreation area.
6. All other rules and regulations outlined in the Gateway Peninsula House Rules apply.

APPENDIX B
Gateway Peninsula
Owner and Resident Registration form

Unit # _____
Occupants of unit:

1. Last Name: _____ First Name: _____
Resident Owner _____ Non Resident Owner _____ Renter _____ Family Member _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail address: _____
2. Last Name: _____ First Name: _____
Resident Owner _____ Non Resident Owner _____ Renter _____ Family Member _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail address: _____
3. Last Name: _____ First Name: _____
Resident Owner _____ Non Resident Owner _____ Renter _____ Family Member _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail address: _____
4. Last Name: _____ First Name: _____
Resident Owner _____ Non Resident Owner _____ Renter _____ Family Member _____
Home Phone: _____ Work Phone: _____ Cell: _____
E-mail address: _____

Rental Agent

Name: _____ Company: _____

Phone: _____ Address: _____

Emergency Contact Information

Name: _____ Phone: _____

Name: _____ Phone: _____

Pet Registration

1. Name:_____ Type of Animal:_____ Breed:_____
Age_____ Weight_____ Microchip number (if available)_____
2. Name:_____ Type of Animal:_____ Breed:_____
Age_____ Weight_____ Microchip number (if available)_____
3. Name:_____ Type of Animal:_____ **Breed:**_____
Age_____ Weight_____ Microchip number (if available)_____

Automobile/Motor Vehicle/Boat Registration

1. Make/Model:_____ Year_____ Color_____ License_____
2. Make/Model:_____ Year_____ Color_____ License_____
3. Make/Model:_____ Year_____ Color_____ License_____
4. Make/Model:_____ Year_____ Color_____ License_____
5. Make/Model:_____ Year_____ Color_____ License_____

Boat Name:_____ **Type:** () Sail or () Power () Size:_____

State Registration #_____ **Color:**_____ **Insurance Co:**_____

All Automobiles, motor vehicles and boats MUST have current registration, Safety inspection and insurance.

The undersigned acknowledges receipt of a copy of the Gateway Peninsula House Rules and agree to fully comply with all the rules and regulations. (All occupants: Resident owners, Non Resident Owners, Renters)

Signature:_____ Date:_____

Signature:_____ Date:_____

Signature:_____ Date:_____

Signature:_____ Date:_____

Appendix C
AOAO GATEWAY PENINSULA
Request for Board Waiver of House Rules
(House Rules, Article III, Section 11)

Date: _____

Name of Owner: _____ Unit No.: _____
Telephone: _____ Email: _____

Owner hereby requests a waiver under the Gateway Peninsula House Rules, Article III, Section 11, Exterior Attachments, to (please provide detailed description):

A drawing of the proposed attachment:

- ☐ is attached
☐ is not attached because:

Decision of Board

The Board has reviewed the request made for a waiver of Gateway Peninsula House Rules, Article III, Section 11 and:

- ☐ Approves the request as described above
☐ Does not approve the request made

Conditions or Comments: _____

Approved: _____ Date: _____

Board President

Board Secretary

Appendix D

Building Standards Procedures and Application

Owners wishing to make improvements to the exterior of their homes are required to follow the steps listed below for Board consideration and approval. Owners are required to obtain Board approval prior to making any additions or alterations to the exterior of their unit.

The Gateway Peninsula Building Standards Manual (BSM) is a Board approved document that establishes guidelines for alterations for our community. If you are proposing an alteration that conforms to the standards in this manual, the Board is likely to approve your request. If you are proposing an alteration that is not in the BSM, you may be required to obtain the approval of the Board and a minimum of 67% of all owners.

- 1.** Obtain a copy of the BSM, from the Resident Manager.
- 2.** Fill out the BSC Request Form completely (attached), sign and date. Attach photos, detailed sketches and/or architectural drawings (as necessary) that describe your request in detail.
- 3.** Keep a copy of your request and submit a copy to the Board President or the Property Manager.
- 4.** The BSC will review your request and meet with you if necessary.
- 5.** When a complete application has been submitted and the BSC has voted on the request, the application will be added to the agenda of the next Board meeting
- 6.** The Board may vote to approve or deny the request at that time or may hold it over for further discussion or information. Any vote taken will be recorded in the minutes of that meeting.
- 7.** You will receive a signed copy of your approved request from the Board.

You may not begin any alteration until the Board has voted to approve your request and you have received a signed copy of your 'Request for Approval' form from the Board.

Failure of an owner to obtain Board approval before making alterations or additions may result in owners being required at their own expense to remove the alteration or addition and to restore the unit to its original condition. Any legal or professional costs incurred by the Association to enforce these requirements will be borne by owner.

Please contact the Building Standards Chairperson or Board President with any questions regarding the application and approval process.

Gateway Peninsula
Building Standards Committee Application for Alterations

IDENTIFICATION:

Date: _____ Unit: _____

Owners Name: _____

Phone: _____ e-mail: _____

DESCRIPTION OF ALTERATION REQUEST:

General Description:

Will there be changes to: (please circle YES or NO)

Structure:	YES	NO
Electrical:	YES	NO
Plumbing:	YES	NO

DETAILED PLANS SUBMITTED (mandatory): YES NO

PHOTO OF PRODUCT SUBMITTED (recommended): YES NO

Contractor Name: _____ Company: _____

Contractor Phone: _____ e-mail: _____

PLANNED SCHEDULE:

Estimated Start Date: _____ Estimated End Date: _____

INSPECTIONS:

I/we agree to periodic inspections during construction by the Resident Manager, Property Manager and/or representatives of the Board of Directors.

Circle: YES NO

OWNER (S) CERTIFICATION:

I/we acknowledge that any approval given by the Gateway Peninsula Board of Directors is conditioned upon all work conforming to all applicable building and zoning laws, ordinances and regulations and other conditions established by regulating authorities.

Circle: YES NO

STATUS OF PERMITS: (CIRCLE)

City of Honolulu	YES	NO	NOT REQUIRED
Hawaii Kai Marina	YES	NO	NOT REQUIRED
Army corps of Engineers	YES	NO	NOT REQUIRED

INDEMNIFICATION AGREEMENT: Signed by applicant and attached (required).

Circle: YES NO

Owner Signature: _____ Date: _____

Co- Owner Signature: _____ Date: _____

Building Standards Committee Recommendation:

Recommend approval: YES NO

If no, reason why: _____

BOARD APPROVAL/DISAPPROVAL: YES NO

BOARD MEETING (MONTH/YEAR): _____

Building Standards Representative: Gateway Board President:

Name: _____ Name: _____

Signature: _____ Signature: _____

Date: _____ Date: _____