



Ahuimanu Home Owners Association

P.O. BOX 593 KANEOHE, HAWAII 96744

CLUBHOUSE MESSAGE CENTER (808) 239-5585 AVAILABLE 24 HOURS

"LET'S KEEP IN TOUCH"

February 2001

RULES AND REGULATIONS

1. Jurisdiction: The Board of Directors of the Ahuimanu Home Owners Association (AHA) has jurisdictional responsibility and authority for establishing and enforcing rules and regulations affecting architectural and the use of common and recreational areas as defined in the AHA Declaration of Covenants, Conditions and Restrictions (DCCR)(Article VIII (9), Article IX, and Article X; and By-laws (Article VIII, Section (1)(a)) of the Ahuimanu Home Owners Association. Home owners and tenants are urged to review the AHA DCCR and By-Laws.

2. Ahuimanu Home Owners Association (AHA): Chapters 415B and 421J of the Hawaii Revised Statues, entitled Hawaii Nonprofit Corporation Act and Planned Community Associations, respectively, are the basic laws governing nonprofit corporations. The AHA Charter of Incorporation was granted pursuant to the predecessor of Chapter 415B and 421J and provides that the Association shall have all powers and authority as contained within Chapters 415B and 421J, the AHA DCCR and its By-Laws.

The AHA DCCR and By-Laws provides for the Rules and Regulations governing our Association's common and recreational areas. From time to time, the Board of Directors (BOD) may make, establish, promulgate, amend and repeal such rules and regulations.

3. Association Home Owners: All persons (owners, non-resident owners, tenants and guests) entering Association common and recreational areas shall comply with the AHA DCCR, By-Laws, Rules and Regulations and other lawful determinations by the BOD.

The AHA By-Laws provide that the BOD may adopt Rules and Regulations with a penalty system which are binding upon all Association residents. The By-Laws also provide that these Rules and Regulations with a penalty system may be modified and amended at any time by the BOD.

4. These Rules and Regulations (February 2001) shall be effective 48 hours after distribution and posting. This set represents a complete revision of the rules and regulations and supercedes all previous editions.

I. USE RESTRICTIONS AND ARCHITECTURAL CONTROL. A penalty for **Violations** of any section of Article IX of the AHA DCCR. **Violation (See NOTE 1)**

Examples:

- (1) Storage of inoperatable or derelict vehicles, boats, etc.
- (2) Excessive storage in open car ports which prevent the parking of cars.
- (3) Yards and area between sidewalk and street that are not maintained in a neat, tidy and sanitary condition.

II. USE OF COMMON AREAS

a. The common areas are described in **ENCLOSURE (1)**. The common areas consist of the following: (1) The area designated as the Upper Common area in **ENCLOSURE (1)**; (2) the area designated as the Middle Common area in **ENCLOSURE (1)**; and (3) the area designated as the Lower Common area in **ENCLOSURE (1)**, which includes the clubhouse, swimming pool and parking lot. The designated ingress and egress points may not be obstructed in any way. **NO TRESPASSING** in the Upper Common area and Lower Common area (excluding parking lot) and outside of the chain link fence and drainage ditch.

b. No building, structure, wall or fence of any kind may be erected by anyone in the common areas. **Violation (See NOTE 1)**

c. Those living adjacent to common areas are reminded that any planting made in the common area becomes the property of the association and are subject to removal at any time at the expense of the home owner. No trees in the common area may be cut down by anyone. If a tree needs removal, **submit written** request to the BOD stating why member/tenant (tenant should advise landlord (home owner or property manager) thinks tree needs to be removed. **Violation (See NOTE 1)**

d. No dogs, horses or other animals (including chickens) may be maintained at any time in the common areas. **Violation (See NOTE 1)**

e. Dogs may be permitted in the common areas (except Clubhouse and Pool enclosures), if on a leash, on the condition that the owner cleans up the waste the animal may leave behind while in the common area. If your dog makes waste along the sidewalk or in someone else's yard, be courteous and clean it up. **Violation (See NOTE 1)**

f. Dogs are never permitted in the Clubhouse or Pool enclosures. **Violation (See NOTE 1)**

g. **No** bicycles, skateboards, roller skates, roller blades, scooters, wagons or similar devices are to be used in the Clubhouse or pool areas (excluding parking lot). **Violation (See NOTE 1)**

h. No mopeds, go carts, motorbikes, off road vehicles or any unauthorized vehicles are permitted on any of the common areas (excluding parking lot of Lower Common area). **Violation (See NOTE 1)**

i. The Board of Directors inspect the common areas periodically to enforce rules and will cite violators. **Violations (See NOTE 1)**.

j. The common areas are not to be used for dumping lawn or tree clippings or any other debris or garbage. The City and County refuse service will pick-up tree clippings in front of your residence as long as they

are put in the container or plastic bags. Check the lid of your refuse container for days of green trash pick-up. **Violation (See NOTE 1)**

k. Playground equipment has been provided for your enjoyment. Please be considerate of others. The play area is designed for ages 2 to 12. All children are to be supervised by an adult. **Violation (See NOTE 1)**

II. AHA CLUBHOUSE

a. **TRESPASSING**. Unless authorized by BOD, anyone within the Clubhouse and Pool enclosures between the hours of **7 p.m.(or dusk which ever occurs first) and 9 a.m.**, are trespassing and are subject to a trespassing citation issued by the Honolulu Police Department. In addition to a citation, members and tenants of the Association will be assessed up to three hundred (\$300) dollars and loss of privileges per home owner/tenant. **Fence jumping** at any time will be considered trespassing. AHA Members/Tenants should caution their children that jumping Clubhouse and Pool fences is unlawful. **PARENTS WILL BE RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN**. This applies to any damage done to the Clubhouse and property as well as graffiti. **See Note 2**.

b. **KEYS**. All keys are management tools of the Board of Directors (i.e., Clubhouse, Pool, Dumpster, gate locks, etc).

(1) New requests for a pool key will require a fifty (\$50) deposit. Replacement of a pool key issued prior to February 2001 will require a fifty (\$50) deposit plus the cost of a lost key (see below). Replacement of a broken key issued prior to February 2001 will require a fifty (\$50) deposit plus ten (\$10) for broken key. Broken key replacement will require return of broken key, otherwise, the determination of a lost will be noted and assessed for a lost key.

(2) Loss of Key. The first time loss of keys will be assessed as follows: (1) Pool key ("C" Key) - fifty dollars (\$50); (2) Clubhouse key ("B" Key) - one hundred dollars (\$100); and Management Keys ("A" Key) - one hundred and fifty dollars (\$150). A second loss by same member/tenant and the cost of the type of key will double; a third loss cost will triple, etc.

(3) AHA members or tenants **WILL NOT** loan their pool key to other members, tenants or guests who have not been issued a key or have lost their pool key. Loaning of a key is a violation. **Violation (See NOTE 1)**.

(4) Issued pool keys must be returned to the BOD as a result of a change in tenants and prior to sale of property. Failure to do so is a violation. **Violation (See NOTE 1)**

(5) AHA members or tenants **WILL NOT** make duplicates of keys issued for Pool or Clubhouse use. Issued keys have a "DO NOT DUPLICATE" stamped on them and that is exactly what it means. Making copies of issued keys is a violation. **Violation (See NOTE 1)**.

c. **USE OF CLUBHOUSE** - Every member/tenant (tenant with an EXHIBIT E on file) in good standing (current in payment of annual dues) are entitled to use of the Clubhouse during the year. Tenants with an EXHIBIT "E" ON FILE (**Enclosure (4)**) are entitled to use the Clubhouse **ONLY ONCE** during the year. A member or tenant's use of the clubhouse must be reasonable and may not be of a commercial or political nature.

Members who assign an EXHIBIT "E" to a tenant lose relinquishes their privileges of using common areas and facilities. Reservations for clubhouse usage may be made six (6) months in advance but no later than **thirty (30) days** before required date by calling the AHA Message Center at 239-5585. **(There WILL BE NO SPONSORED parties). Violation (See NOTE 1)**

d. **PARKING CLUBHOUSE DRIVEWAY.** The driveway into the Clubhouse parking lot is a fire lane. Parking is **prohibited**. Vehicle will be towed at owners expense. **Violation (See NOTE 1)**

e. **GENERAL RULES GOVERNING CLUBHOUSE USAGE**

(1) NO USE OF THE POOL IS PERMITTED BY PARTY ATTENDEES. See enclosure (3), page 1 of 5 = Forfeiture of two hundred \$200 dollar security deposit. Violation (see NOTE 1).

(2) NO ALCOHOL CONSUMPTION UNDER THE AGE OF TWENTY ONE (21). Violation will cause suspension of privileges and forfeiture of (\$200) deposit. See also NOTE 2.

(3) TENTS THAT MUST BE ATTACHED TO BUILDING OR MUST USE STAKES DRIVEN INTO THE GROUND ARE NOT PERMITTED . Only free standing tents are permitted. Violation (See NOTE 1)

(4) A payment of two hundred and fifty dollars (\$250) is required for the use of the clubhouse and must be paid in advance. The check must come from the homeowner/authorized tenants account. This is for tax purposes and WILL BE ENFORCED.
Of the \$250:

(a) A non-refundable deposit of fifty dollars (\$50) is required to confirm and secure the reservation date. The reservations may be made no earlier than six (6) months in advance of the party date and no later than thirty days (30) before party. If a cancellation occurs, the fifty dollars (\$50) is forfeited.

(b) A two hundred dollars (\$200) security deposit is required **thirty (30)** days before the reservation date. This will be refunded as long as the rules and regulations upon which the user agreed upon have not been violated.

(c) There will be a charge of twenty-five (\$25) dollar for all returned checks.

(d) Clubhouse key will be given the morning of the party but no entry to setup until 8:00am. The only exception is for the weekends where two parties are booked.

(5) Approximately two hundred and fifty (250) folding metal chairs and forty (40) tables are available for use. There is no charge to member/authorized tenants for the use of the same.

(6) Functions in the clubhouse are limited to two hundred and fifty (250) persons. Said capacity must not be exceeded at any time.

(7) No charcoal grills are to be used in/on Clubhouse property. Any cooking other than in the kitchen must be done in the Barbecue Pit. This includes but is not limited to propane barbecues, hot plates and woks. It is also suggested that suitable container shall be put under woks to catch the grease from falling on the cemented area. ANY AND ALL GREASE USED SHALL BE CONTAINED AND REMOVED FROM THE PREMISES. GREASE SHALL NOT BE DUMPED DOWN ANY DRAIN, IN THE DUMPSTER OR ON THE PREMISES OR OVER ANY FENCE. Violation (See NOTE 1)

(8) Functions in the clubhouse on Sundays through Thursdays must end at 10:00 p.m. On Fridays, Saturdays and evenings preceding holidays, the function must end at midnight. No excessive noise. A complaint of excessive noise is a violation. **Violation (See NOTE 1)**

(9) There is to be **NO PARKING** on any of the grass area of the parking lot at the clubhouse facility. **Violation (See NOTE 1)**

(10) All clean-up and removal of rubbish from the Clubhouse area, Clubhouse gutters, drainage ditch or over any of the clubhouse fences and parking lot shall be the responsibility of the person using the clubhouse. **Trash cans must be cleaned and trash bags replaced in the trash can.** Failure to do so will cause part of the security deposit to be withheld. All rubbish must be deposited in the dumpster located in the parking lot and the dumpster must be closed and locked. Any overflow must be removed or an additional charge of \$50.00 will be taken from \$200 deposit. **No hosing down inside the clubhouse is permitted.** Clean-up must be accomplished no later than noon on the day following the user's function and shall be checked to insure compliance with the association's checklist, **ENCLOSURE (2)**, a copy of which is attached hereto. A limited amount of cleaning equipment is available at no charge to users and is inventoried before and after Clubhouse use. Missing equipment after Clubhouse use will be replaced by Association and cost of replacement will be deducted from deposit, and if greater than the deposit it will be charged to member/tenant as appropriate.

NO THUMBTRACKS, STAPLES, NAILS OR TAPE may be used on the clubhouse walls or doors. **QUIK-TAC** may be used and will be provided by the association. All electrical switches must be turned off after usage except for those switches that must remain on at all times. **Violation (See NOTE 1)**

If the clean-up is satisfactory, the full security deposit of \$200 will be refunded. If further clean-up or repairs or replacement of missing equipment is required, the board will determine the amount of the refund to be withheld.

(11) The member/tenant is responsible to insure that his/her guests adhere to these rules and regulations and comply with all applicable laws and statutes including but not limited to compliance with the rules and regulations of the Department of Health, State of Hawaii, which pertain to community noise control on Oahu.

Any damage to the clubhouse premises or common areas will be the full responsibility of the member/tenant. All damage **WILL BE** repaired by the association. The two hundred (\$200) dollar deposit will be used to accomplish repairs and any excess cost will be assessed to the member/tenant. Any legal fees or other expenses incurred in connection with enforcing this rule shall be paid by the responsible member/tenant. The member/tenant shall be financially responsible for any personal injury or property damage sustained arising out of the member's/tenant's function and he/she shall hold the Association harmless for any claims asserted or suits filed against the Association.

To protect the Association, upon completing the prescribed reservation form, the member/tenant will also execute a signed reservation form (Enclosure (3)) which reiterates the member's/tenant's responsibility.

Said agreement between the Association and its members/tenants may **NOT** be transferable or assignable and will be valid only on the date and time designated thereon. See **ENCLOSURE (3)**.

III. SWIMMING POOL. The posted rules and the additional following rules, when properly observed will insure the safety of all persons using the Association (AHA) swimming pool.

a. AHA members, AHA tenants, household members or guests will **NOT** swim **ALONE**. An adult person (18 or older) must be in attendance when swimming. **Violation (See NOTE 1)**

b. One AHA member or AHA tenant (Pool Key Holders) per household using the pool must sign in and out in the "AHA POOL SIGN-IN/SIGN-OUT LOGBOOK" before entering pool. Besides "Date," "Key No.,"

“AHA Member/Tenant Last name,” and “Address, Sign-in includes “Total Number of Adults,” “Total Number of Children,” “Number of Adult Guest,” “Number of Children Guest,” and number if children “Age 0 to 6,” “Age 7 to 14,” and “Age 15 to 17.” **Violation (See NOTE 1)**

c. All children age 14 and under must be accompanied by a **PARENT** or **ADULT**. (**This does not mean that a person age 15 to 17 is allowed to be responsible for watching children 14 and under). **THERE IS NO LIFE GUARD ON DUTY, ALL PERSONS SWIM AT THEIR OWN RISK.** **Violation (See NOTE 1)**

d. AHA members or tenants (Pool Key Holders) are permitted only four (4) guests at a time to use pool. Key holder **MUST** be present. Guests are not permitted to use pool on their own. **Violation (See NOTE 1)**

e. Pool hours are from **9:00 a.m. to 7:00 p.m., (or until dusk, whichever comes first)** everyday. However, pool hours are subject to change during programs and functions sponsored by the Association and for repairs. **Violation (See NOTE 1)**

f. Showers must be taken prior to entering swimming pool and any time swimmer leaves pool for any reason and reenters the pool area.. **POOL GATE IS NOT TO BE BLOCKED IN THE OPEN POSITION.** **Violation (See NOTE 1)**

g. Swimmers, both male and female, with long hair must tie their hair in back or wear swim cap. **Violation (See NOTE 1)**

h. Only clean bathing suits are to be used for swimming (no play shorts, Levi's, knee length shorts, etc..). **Violation (See NOTE 1)**

i. Masks and flippers may be used in the pool. No rubber inner tubes, surfboards or scuba equipment, etc. are to be used in the swimming pool. (NOTE: Life Ring and Life Hook are not play things and are to be used **ONLY FOR LIFE SAVING**. Also, Leaf Skimmer is not to be used for any activity other than skimming leaves out of the pool). **Violation (See NOTE 1)**

j. All food and beverages must be consumed outside of the immediate pool area. No drinking or eating is permitted in the pool area. **Violation (See NOTE 1)**

k. Running on the pool deck and lanai area is prohibited. **Violation (See NOTE 1)**

l. Pets of any kind are **NOT** permitted in the pool area or clubhouse common area. **Violation (See NOTE 1)**

m. AHA Members/Tenants (Key Holders) using the pool are responsible to insure that the clubhouse gate and pool gate are locked after entry and exiting. When leaving Clubhouse area, **ALL** restroom doors and gates must be locked and secured. **Violation (See NOTE 1)**

n. AHA Members/ Tenants (Key Holders) in attendance **SHOULD ENFORCE** these rules and do whatever is necessary to maintain the safety and comfort of AHA Members/Tenants and their families using the pool. You are also requested to inspect other member's/tenant's keys to make sure that the key is the authorized key. All keys should look alike. If there are any questions or concerns you can contact the AHA Message Center at 239-5585. **Violation (See NOTE 1)**

o. By calling the AHA Message Center at 239-5585, each AHA member may request one pool key for each lot. No person may use the pool without authorization. AHA tenants may request a pool key through their landlord (AHA member or AHA property manager representing an AHA member) as prescribed by AHA By-Laws Rule V. Rule V requires the submission of an EXHIBIT E which is attached. **Every time an owner has**

a new tenant, and tenant wishes to use recreational facilities, a new EXHIBIT E must be filed so that the tenant has proper authorization. For Pool Key Requirements, see "Keys", Article IIb.

p. IF YOU SEE POOL RULES BEING VIOLATED REPORT VIOLATION TO THE BOARD OF DIRECTORS (AHA MESSAGE CENTER AT 239-5585).

q. Telephone is for EMERGENCY use only – calling 911. Personal calls not permitted. Violation (See NOTE 1)

r. Pool parties per se are not permitted. Violation (See NOTE 1)

IV. DOGS/ANIMAL NOISE AND NUISANCES

a. The leash and animal nuisance laws of the City and County of Honolulu are to be observed in the maintenance of animals at all times (this includes the clubhouse parking lot). No dogs are permitted in the clubhouse common area or pool area. Violation (See NOTE 1)

b. Animals must not be allowed to become nuisances and interfere with other members'/tenants' rights to quiet enjoyment of their property. Violation (See NOTE 1)

c. Those who allow their dogs to bark continuously are subject to being cited by Humane Society. To make a complaint to the Humane Society, call 955-5122.

d. Those who walk their dogs on approved AHA Common areas must have their dogs on a leash. Violation (See NOTE 1)

e. Pet owners are responsible for the clean-up of the waste their animal may leave in the common areas. Failure is a violation. Violation (See NOTE 1)

f. Roosters WILL NOT BE CAGED permitted on private property. Violation (See NOTE 1).

g. Member's/Tenant's stereos, parties and other activities should not be so loud as to disturb other Members/Tenants. The City and County Nuisance Laws must be obeyed. If a Member/Tenant would like to make a complaint they should call the Honolulu Police Department (Call 911) or the appropriate State or City and County agency.

V. ASSIGNMENT OF MEMBERS RIGHTS TO ENJOYMENT OF THE COMMON AREA - Any member may assign his/her rights to enjoyment of the common areas and facilities to his tenants pursuant to Article V, Section II in the AHA DCCR. Such assignment must be in writing on the form prescribed, EXHIBIT E (enclosure 4), a copy of which is attached hereto. The member should mail the completed form to Ahuimanu Homeowners Association, P.O. Box 593, Kaneohe, Hawaii, 96744. You can also call the AHA message center at 239-5585 to obtain the form. All rights and privileges of such assignee are subject to suspension to the same extent as those of the member. Following receipt of said form by the Association, the assignee will be issued a key to the swimming pool only if requested. Member no longer retains privileges of using common areas and facilities. Use of the clubhouse and common areas by the assignee shall be in accordance with the applicable rules.

VI. COMPLAINTS/REQUESTS - If any member/tenant wishes to make a complaint or request, he/she may call the AHA Message Center at 239-5585, write a letter or attend the monthly meeting which is held at 7:00pm on the second Tuesday of every month. Letters should be written to AHA BOD and submitted prior to scheduled monthly meeting. Letters are presented to BOD for action and will permit timely answering of letters

of complaint or request.

VII. AMENDMENTS TO RULES AND REGULATIONS - The board of Directors will promptly notify members/tenants of any amendments to these rules and regulations by causing said amendments to be posted in the clubhouse and copies thereof to be distributed to all members and tenants. All such amendments will become effective 48 hours after distribution and posting. Actions of a tenant are the responsibility of the home owner.

NOTE(S):

1. **Violation** will cause a letter of violation from the AHA BOD. Failure to respond to AHA BOD may incur suspension of AHA membership and / or a maximum penalty of \$50 dollars per month until violation is corrected. (See NOTE 2).

2. The suspension of membership and / or penalty will be determined by the Board of Directors (BOD) in accordance with AHA By-Laws, Article III, Section 2. Additionally, any cost to the Association, due to the violation will be the responsibility of the home owner.



Ahuimanu Home Owners Association

P.O. BOX 593 KANEOHE, HAWAII 96744

CLUBHOUSE MESSAGE CENTER (808) 239-5585 AVAILABLE 24 HOURS

"LET'S KEEP IN TOUCH"

APPLICATION NO. _____ Date: _____

APPLICANT: _____

PHONE NO: _____

ADDRESS: _____

LOT NO: _____

Date Clubhouse Desired: _____

Type of Party (Meeting, Luau, Graduation Party, Birthday, Etc.): _____

Number of People Expected (Including Children): _____

Non-Refundable Deposit	\$ 50.00	Date & Check No. _____
Security Deposit	\$200.00	Date & Check No. _____
TOTAL		Comments: _____

All payments and deposits for use of the Clubhouse and equipment must be made by the home owner reserving the facilities.

NOTE: ATTACHING OF TENTS OR OUTSIDE COVERINGS TO THE BUILDING OR USE OF STAKES FOR ERECTION OF TENTS OR OUTSIDE COVERINGS ARE NOT PERMITTED. FREE STANDING TENTS MAY BE ERECTED.

NO USE OF THE POOL DURING FUNCTIONS, FAILURE TO ADHERE TO THIS RULE WILL RESULT IN THE FORFEITURE OF TWO HUNDRED (\$200) DOLLAR SECURITY DEPOSIT.

NO PARKING ON GRASS.

This agreement is not transferable or assignable to another individual. Payments must be made at the time of the reservation.

APPLICATION NO. _____ Date: _____

Enclosure (3)

CLUBHOUSE RESPONSIBILITY AGREEMENT

This agreement is hereby made between AHUIMANU HOME OWNERS ASSOCIATION (hereinafter referred to as "AHA"), and _____, member/tenant of Lot No. _____ (hereinafter referred to as "the member/tenant"). AHA hereby approves usage of the Clubhouse as requested by the member/tenant for the sole purpose of a _____ to be held on _____. This approval is subject to the following terms and conditions:

1. The member/tenant shall pay a fifty (\$50) dollars non-refundable deposit made at the time of reservation. The two hundred (\$200) dollars security deposit is to be made thirty (30) days before the party..
2. The member's/tenant's function shall not exceed the legal Capacity inside the Clubhouse of 250 persons.
3. The function must terminate at 10:00PM on Sundays - Thursdays and at midnight on Friday, Saturdays and evenings preceding holidays.
4. All clean-up and removal of rubbish shall be the responsibility of the member/tenant using the Clubhouse and is to be completed by **"NOON" THE DAY AFTER THE PARTY**, unless there is a party the next day, then the rubbish is to be removed the night of the party. The Clubhouse Manager will notify you of this.
5. No thumbtacks, staples, nails or tape may be used in/on the Clubhouse walls, beams or doors. Only Quick-Tak is permitted.
6. If the member's/tenant's clean-up is satisfactory: and above rules have been kept; and there is no property damage - the full deposit will be refunded. If further clean-up is required, and above rules have not been kept; and there is property, the Board of Directors will determine the amount of refund to be withheld.
7. The member/tenant is responsible to insure that his/her guests adhere to AHA rules and regulations, comply with all applicable laws and statutes including compliance with the rules and regulations pertaining to community noise control on Oahu.
8. Any damage to the Clubhouse premises or common areas will be the responsibility of the member/tenant. Any legal fees or other expenses incurred in connection with enforcing this condition shall be paid by the responsible member.
9. The member/tenant shall be financially responsible for any personal injury or property damage arising out of the member's/tenant's function and he/she shall hold AHA harmless from any claims or suit filed against AHA.

Said agreement between AHA and member/tenant shall not be transferable or assignable and will be valid only on the date designated.

I HAVE READ & ACKNOWLEDGE ALL RULES

Association Representative

Member

Date _____

Enclosure (3)

AHUMANU HOME OWNERS ASSOCIATION

CLEAN-UP CHECKLIST

APPLICATION NO. _____ **PHONE NO:** _____ **Date:** _____

LOT NO. _____ **PARTY** _____

Clean-up schedule to be accomplished no later than **"NOON"** the day following use of the Clubhouse or the night of the use of the Clubhouse if there is a party scheduled for the next day. The AHA Facilities Manager will let you know when clean-up is to be completed.

	Accepted	Not Accepted
1. Floors are swept , mopped and dry.		
2. No thumbtacks, hooks, staples, nails or tape were used on property		
3. All signs & other property belonging to party applicant has been removed		
4. Kitchen area & appliances are clean and dry.		
5. Restrooms are clean and dry.		
6. All doors are properly locked.		
7. All rubbish deposited in dumpster in parking lot & dumpster locked properly. Rubbish not fitting into dumpster will be removed from premise by Clubhouse user. Gutters are clear of party rubbish.		
8. All electrical switches turned off except those marked otherwise.		
9. There is no visible damage to AHA property.		
10. AHA cleaning equipment & property returned (See Inventory Below)		

I = INVENTORY B = BORROWED R = RETURNED

INVENTORY ITEM DESCRIPTION	<u>I</u>	<u>B</u>	<u>R</u>	INVENTORY ITEM DESCRIPTION	<u>I</u>	<u>B</u>	<u>R</u>
Refrigerator	1	1		Garbage Bags	5	5	
Stove	1	1		Trash Containers	5	5	
Fire Extinguishers (Charged)	4	4		Mops	2	2	
Push Brooms	3	3		Plastic Mop Buckets with Ringers	2	2	
Squeegees	1	1		Aluminum Ladder	1	1	
Toilet Brushes	2	2		Auto Air Fresheners	2	2	
Paper Towel Dispensers	2	2		Tables	40	40	
Metal Folding Chairs	250	250		Small Rake	1	1	
Metal Buckets	1	1		Hoses	2	2	
Brooms	2	2		Utility/Storage Cabinet	1	1	
Scoops	2	2		Plunger	1	1	
Dust Pans	1	1					

REQUEST REFUND: \$ _____ **AHA REP:** _____ **DATE:** _____

REMARKS (ALSO SEE REVERSE SIDE: _____ Enclosure (2)

EXHIBIT "E"

(Type I - Use by AHA Member)

AHUIMANU HOME OWNER'S ASSOCIATION

Gentlemen:

I am the home owner of Lot No _____. In accordance with Article V, Section II of the Declaration of Covenants, Conditions and Restrictions; and By-laws of the Ahuimanu Home Owner's Association, I hereby assign my rights of enjoyment to the common area and facilities to my tenant (PRINT TENANT'S NAME): _____. This assignment shall continue in effect until I cancel same.

NOTE: Home owner is responsible to ensure that pool key is returned to Board of Directors upon sale of property or change of tenant(s). A fee of fifty (\$50) dollars will be assessed for failure to return pool Key.

DATE / PHONE NUMBER

PRINT: NAME OF HOME OWNER

SIGNATURE OF HOME OWNER

PERMANENT ADDRESS OF HOME OWNER

CITY, STATE, ZIP CODE

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

STATEMENT OF TENANT

I have read the Rules and Regulations of the AHUIMANU HOME OWNERS ASSOCIATION and agree to abide by same.

DATE / PHONE NUMBER

PRINT: NAME OF TENANT

SIGNATURE OF TENANT

ADDRESS OF TENANT

CITY, STATE, ZIP CODE

EXHIBIT "E"
(Type II - Use by Property Manager)

AHUIMANU HOME OWNER'S ASSOCIATION

Gentlemen:

We, _____ represent the home owner of Lot No _____. In accordance with Article V, Section II of the Declaration of Covenants and in accordance with the by-laws of the Ahuimanu Home Owners Association, we hereby assign the home owner's rights of enjoyment to the common area and facilities to tenant (PRINT TENANT'S NAME):

_____.
This assignment shall continue in effect until we cancel same.

NOTE: Home owner is responsible to ensure that pool key is returned to Board of Directors upon sale of property or change of tenant(s). A fee of fifty (\$50) dollars will be assessed for failure to return pool Key.

DATE / PHONE NUMBER

PRINT: NAME OF PROPERTY MANAGER

SIGNATURE OF MANAGER

ADDRESS OF PROPERTY MANAGER

CITY, STATE, ZIP CODE

★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★ ★

STATEMENT OF TENANT

I have read the Rules and Regulations of the AHUIMANU HOME OWNERS ASSOCIATION and agree to abide by same.

DATE / PHONE NUMBER

PRINT: NAME OF TENANT

SIGNATURE OF TENANT

ADDRESS OF TENANT

CITY, STATE, ZIP CODE

ENCLOSURE (4)