

COLONNADE
ON THE GREENS
HOUSE RULES

MARCH 1, 2007



Welcome to The Colonnade On The Greens

On the following pages you will find house rules covering a variety of issues concerning The Colonnade on the Greens (COTG). Please take time to read them carefully as they will apply to your daily life at COTG. If you have any questions, please discuss with the Colonnade Manager. The information below is intended as a convenience for COTG residents, is for reference only and is subject to change.

CONDOMINIUM OFFICE

98-711 Iho Place
Aiea, HI 96701
808.487.5252
808.486.7568 - fax

OFFICE HOURS:
Monday – Friday: 8:00 am – 12:00 noon
1:00 pm – 6:00 pm
Saturday: 8:00 am – 12:00 noon
CLOSED Sunday and Holidays

Colonnade Manager: Enok Nielson
Email: colonnade@hawaiiantel.net

MANAGING AGENT

Hawaiiana Management Company 808.593.9100
711 Kapiolani Blvd, Suite 700 808.593.6333 - fax
Honolulu, HI 96813

Management Executive Bruce Howe

SECURITY

Front gate 24 hours / day 808.487.2228

EMERGENCIES

Fire Department 911
Police Department 911
Ambulance 911

If you call 911, be sure to give your complete address, with apartment number, not just the complex name. AFTER CALLING 911, contact the gate guard at 487.2228 and inform the gate guard that you called 911, the nature of the emergency, and the apartment number. This information will allow the guard to quickly direct the emergency responders to the correct apartment. The Association should not be expected to provide emergency services.

Hawaiian Electric (Emergency) 548-7961
(Start-up) 548-7311

Hawaiian Telcom (Repair) 611
(Local Service) 643-3456

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**COLONNADE ON THE GREENS
HOUSE RULES
(Adopted November 27, 2006)**

These House Rules have been enacted by the Board of Directors of the Association of Apartment Owners of Colonnade on the Greens (the "Board of Directors" or "the Board") to protect all apartment owners and occupants from annoyance or nuisance caused by improper conduct or use of the apartments and common elements of Colonnade on the Greens (the "Project"), and to promote harmonious living and maximum enjoyment of the Project. Enforcement of the House Rules is the responsibility of the Board of Directors, but may be delegated to the Colonnade Manager or the Managing Agent by the Board.

All owners, members of their families, tenants, guests, licensees, and invitees shall be bound by these House Rules and by standards of reasonable conduct as determined by the Board of Directors whether covered by these House Rules or not.

The House Rules supplement but do not change the Declaration of Condominium Property Regime of Colonnade on the Greens (the "Declaration") and the By-Laws of the Association of Apartment Owners of Colonnade on the Greens (the "By-Laws"). In the event of any inconsistency, the Declaration and By-Laws will prevail, in that order.

SECTION A. GENERAL

1. OCCUPANCY

- a. Apartments are restricted to use as private dwellings by owners, their tenants, occupants, and guests.
- b. No immoral, improper, unlawful, or offensive use shall be made of any part of the Project.
- c. The number of occupants per apartment will not exceed the maximum provided by current State laws and County codes and ordinances. All residents, whether owners or tenants, must be registered with the Colonnade Manager.
- d. No trade or business activity may be conducted in or from any apartment or common area except that an owner or occupant may conduct business activity, as provided in the Project's Declaration (Section E. Use), subject to, but not limited to, the following limitations. The activity
 1. is not evident from the exterior of the apartment;
 2. conforms to zoning requirements for the property;
 3. does not create a disturbance to other residents by foot traffic or noise, and
 4. does not increase the liability or casualty insurance obligation of the Association.See Section E. of the Declaration for an entire description of business activity allowed.
- e. Residents, occupants, and guests must be considerate of others and avoid creating excessive noise at any place on the Project at any time. This includes, but is not limited to, excessive noise from musical instruments, radios, televisions and amplifiers.
- f. All residents and their guests shall maintain quiet between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday nights, and between 12:00 Midnight and 7:00 a.m. Friday and Saturday nights. During quiet hours, radios or televisions should not be audible through the walls, windows or lanais of adjacent apartments.

- g. Owners will be responsible to ensure that their guests observe the quiet time, especially when entering and departing the Project.
- h. During quiet hours, all drop-off and pickups will be made at the front gate, not in the guest parking area adjacent to Building 3 or at the parking deck lobby entrances. Security will make exceptions for emergency or medical reasons.
- i. Noise from apartment repairs and remodeling work shall be limited to the hours of 8:00 am to 5:00 pm, Monday through Saturday.
- j. Excessive noise at any time should be reported to the Colonnade Manager during office hours or to Security if the office is closed.

2. DELIVERIES

- a. The Association and the Colonnade Management are not responsible for packages or deliveries left in halls, doorways or any other common element of the Project.
- b. Packages and keys may not be left at the Security Gate.
- c. There will be no deliveries on Sundays or holidays, with the exception of florist deliveries, Special Delivery mail, and deliveries of food for immediate consumption, such as pizza.

3. KEYS

- a. There will be a charge to replace lost amenity and pool keys, as determined by the Board of Directors.
- b. The Colonnade Manager may not accept and retain apartment keys to any apartment in the Project except the apartment owned by the Association.
- c. Storage lockers are assigned to each of the apartments, as designated in the Declaration, for the use of the owner(s) of such apartment. Amenity keys open the storage rooms; if the Amenity key does not work, contact the Colonnade Manager's office or Security. Colonnade on the Greens is not responsible for security of contents of storage lockers. Owners are responsible for and advised to obtain and maintain locks on their individual lockers.
- d. A tenant shall not have access to the leased apartment's storage locker unless the owner or owner's representative informs the Colonnade Manager that the tenant is authorized to use the storage locker. ***The Association will not be liable for any loss or damage caused by anyone authorized by the owner or owner's representative to access such locker.***

4. GUESTS

- a. Guests must sign in with Security at the Entrance Gate and park their vehicles in accordance with instructions issued at the gate. All guests must remove their vehicles from the visitor parking area by 1:00 a.m.
- b. The apartment owners and occupants are responsible at all times for the conduct of their guests, and will ensure that guests observe the House Rules, especially when entering and departing the Project during quiet hours.

- c. Any guest who will be residing in an apartment in the Project for more than one week shall be registered with the Colonnade Manager.
- d. A resident may authorize a guest to use the resident's assigned parking stall by registering with the Colonnade Manager, and shall inform such guest of all house rules.

SECTION B. APARTMENTS

For those items below that require approval by the Board of Directors, a Design Review Application Form must be completed and delivered to the Colonnade Office. The form can be obtained from the Owners Corner section of the web site (<http://colonnadeonthegreens.org>), or from the Colonnade Office. The Board may at any time name a designee to review and approve the application forms.

1. VISIBLE AESTHETICS

- a. Nothing shall be attached to, hung from, or protrude through the walls or windows of apartments without the prior written permission of the Board of Directors. This includes awnings, shades, radio or television antennae, planters, wiring for electrical or telephone installations, air conditioning units, etc. The only exception to this is the master television antenna servicing the entire Project. Satellite dishes are allowed but cannot be attached to the wall, ceiling, or railing and the Board of Directors must be notified before the installation.
- b. No notice, advertisement, bill, poster, illumination or other sign will be posted on the Project.
- c. Entrances or hallways appurtenant to apartment will not be decorated or landscaped except in accordance with this paragraph or with standards established from time to time by the Board of Directors or specific plans approved in writing by the Board.
 - 1. Door or entranceway attachments, either permanent or temporary, such as lock boxes, wreaths, small signs, nameplates, patriotic and religious symbols, etc. are acceptable and permitted.
 - 2. Commercial signage, including real estate signs, is not acceptable and will not be allowed.
 - 3. Items deemed by the Fire Department to be safety hazards, such as floor mats or plants, shall not be placed in any entrance or hallway.
 - 4. Any attachment which, in the opinion of the Board of Directors, is unsightly or inappropriate shall be removed promptly upon request by the Colonnade Manager or the Board of Directors.

2. STANDARDIZED REQUIREMENTS

To present a unified and aesthetic appearance, and for other safety and quiet enjoyment considerations, the Board of Directors has adopted standardized requirements for certain items to be applied to repairs or replacements:

a. Window coverings

Curtains, drapes, blinds or shades are the only allowable window coverings, and the exterior of those window coverings will be neutral white. If curtains or drapes are used on long windows, they will go from ceiling to floor.

b. Screen door

Screen door frames will be dark brown or black in color, have a non-reflective finish, and reasonably complement the appearance of the external doorframe as determined by the Board of Directors.

c. Flooring

If tile or hardwood flooring is installed and another unit is located below the replaced floor, soundproofing must be installed. Prior approval of the Board of Directors is required. Information regarding approved soundproofing is available from the Colonnade Manager.

d. Lanai awning

Only permanent roller shades with a neutral white color on the exterior side of the awnings are permitted to be installed. Prior written approval of the Board of Directors is required. Roll-down canvas or lattice awnings or Venetian blinds are not permitted. Information regarding approved awnings is available from the Colonnade Manager or on the web site.

e. Air conditioner

Prior written approval of the Board of Directors is required to install any freestanding or window air conditioner. The Design Review Application form may be obtained from the Colonnade Manager or on the web site.

Window air conditioner units must meet the following conditions in order to be considered for approval:

1. Unit will have a capacity of 8,000 btu or less and not exceed 110 volts.
2. Unit will be dripless and designed for condensation to evaporate within the unit. No condensation will drip onto the building, other apartments, or other air conditioning units. No drain lines will be attached to the exterior of the building.
3. Unit will not be excessively noisy.
4. The exposed part of the unit will be a color close to the color of the building, i.e., white, off-white or beige.
5. Unit will not protrude more than 6" from the outside of the window sill. The unit must be securely fastened to the interior and not attached to the exterior of the building.
6. Installation will not create a safety hazard, either due to not being properly secured in the window or to improper wiring.
7. Unit will be sealed around the perimeter and the opening above or below the unit filled with clear glass, Plexiglas or plastic (no plywood). The baffles on either side may be white, off-white or beige. The same requirement applies to the exhaust of freestanding interior units.

If any of these conditions are not complied with, or repeated complaints of noise resulting from air conditioner use are received, the owner must remedy the condition or remove the unit within 30 days upon written request of the Board of Directors through the Colonnade Manager.

3. LANAIS

- a. Apartment owners, occupants and tenants are responsible for the care and maintenance of the fixtures and finished surfaces of the apartment lanai and for any lanai floor covering, as well as cleanliness of lanai railings. The Association is responsible for the maintenance of the unfinished or undecorated walls, floors and ceilings of the lanais, and lanai railings. The apartment owner is responsible for reporting any maintenance/repairs needed to items which are the Association's responsibility to repair and maintain, including lanai railings. The resident is also responsible for informing the Association of any lanai safety hazard.
- b. The owner may not, however, paint or otherwise decorate the walls and ceilings of the lanai without the prior written approval of the Board of Directors. To present a unified appearance, the Board of Directors may regulate the type and color of paint to be used on lanai walls and ceilings.

- c. Lanais shall be furnished appropriately and maintained in good and clean condition. Lanais will not be used to store sports and play equipment, bicycles, appliances, cartons or boxes. Any furniture, plants, or other articles which, in the opinion of the Board of Directors, are unsightly or inappropriate will be removed promptly on request by the Colonnade Manager or the Board of Directors.
- d. All plants on lanais shall be placed in containers designed to prevent the dripping of water or soil onto other apartments or common elements.
- e. When cleaning lanais, owners must prevent water from running down the exterior of the building or dripping down on the lanai below.
- f. No objects may be thrown or dropped from lanais or apartment windows. The throwing or dropping of lighted cigarettes, matches, or other burning material constitutes a serious threat to life and property. Persons known to engage in such conduct will be subjected to penalties and fines under Section F.3 and possible criminal prosecution.
- g. Garments, rugs, mops or other objects shall not be shaken from lanais and nothing shall be draped over the lanai railings or out of windows of apartments.
- h. Fires are not permitted on lanais. All cooking on lanais is prohibited, including the use of any kind of burner or barbecue equipment. Barbecue grills have been provided for open flame cooking at the swimming pool and at picnic sites on the Project.

4. APARTMENT MAINTENANCE, REPAIRS AND MODIFICATIONS

- a. Repair and maintenance of apartment interiors are the responsibility of the individual owners in accordance with the Declaration and By-Laws. All repairs and maintenance to apartment interiors are to be made at the owner's expense.
- b. Owners, tenants or occupants shall promptly report to the Colonnade Manager or Security any maintenance/repairs needed to items which are the Association's responsibility to repair and maintain, as well as any safety hazards. Areas the Association is responsible to repair and maintain include, but are not limited to, unfinished and undecorated walls, floors and ceilings of lanais; front entry; grounds; swimming pool and other recreational facilities; utilities that serve more than one apartment; stairways, elevators, and lobby; and driveways and parking areas.
- c. Individual owners are liable for all costs, loss or damage caused by their failure to perform maintenance work diligently and shall reimburse Association for all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent.
- d. Structural alterations or modifications, including but not limited to kitchen/bath renovations, tile or wood flooring, plumbing and electrical changes, within an apartment or lanai shall be made only with the written consent and approval of plans by the Board of Directors of the Association. The Design Review Application form can be obtained from the web site or the Colonnade Manager.
- e. Appliances and debris discarded during maintenance or remodeling must be removed from the Project by the owner or his/her contractor. These items may not be disposed of in the Association's trash rooms or dumpsters.

- f. All contractors and other people providing repair or remodeling services must register with the Colonnade Manager or Security upon entering the Project.
- g. The Board of Directors, or its designees, shall have the right to enter any apartment and limited common elements from time to time 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 apartment or common elements or for the installation, repair or replacement of any common elements.

5. FAIR HOUSING ACTS

None of the provisions of the Project documents is intended to be in contravention of State or Federal Fair Housing Acts. The Board of Directors 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 Project if the proposed modifications are necessary for their full enjoyment of the Project. The Board will also comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons for exemptions from any of the provisions of the Project documents which may be necessary to afford full enjoyment of the Project.

6. TRASH

- a. Each floor in the residential buildings has a trash room with a dumpster. All rubbish trash shall be placed in secured plastic bags and deposited in the dumpster in the trash room located on the same floor as the apartment. All papers shall be bagged or bound. Large boxes shall be broken down and placed neatly so as not to topple over. No loose trash shall be placed in the dumpster or in the trash room area.
- b. Extremely large amounts of trash, including remodeling and move-out debris, are to be removed from the Project by the resident or his/her contractor. Such trash shall not be left on the sidewalk or grassy area immediately outside the front gate. Information on the location of County disposal locations can be obtained from the Colonnade Manager.

7. PETS

- a. Dogs, cats, or other typical household pets ("pets"), as reasonably determined by the Board and/or Managing Agent, may be kept by occupants in their respective apartments subject to the following conditions and restrictions:
 - 1. Pets will be registered with the Colonnade Manager within 10 days of being brought onto the property. The Colonnade Manager will maintain a register, including a photograph, of all pets kept in the Project. Proof of license with license number(s) of all pets required to be licensed by City codes/ordinances or State laws, and a photograph shall be provided to the Colonnade Manager at the time of registration.
 - 2. Failure to register a pet or provide proof of a required license within the 10 days may cause the pet(s) to be subject to immediate removal from the Project.
 - 3. Dogs and cats must wear ID tags at all times while outside the owner's apartment.
 - 4. Pets may not be kept, bred, or used at the Project for any commercial purpose.
 - 5. Pets may not be allowed to roam free, must be carried or kept on a leash and under the control of their owners at all times while outside the owner's apartment, and may not be tied unattended in any common area. Dogs and cats must wear ID tags at all times while outside the owner's apartment.
 - 6. Owners must pick up all pet droppings on the common elements in accordance with City and County Ordinances. Droppings may be deposited in designated "Dog Stations" located around the property for disposal of pet waste.

7. "Pests", as defined in Hawaii Revised Statutes (HRS) Chapter 150A-2, and animals not legally present in the State of Hawaii, including such animals that are prohibited from importation under HRS Chapters 141-2, 150A-5 or 150A-6, may not be kept on the Project.
- b. Except for guide dogs, signal dogs or service dogs, pets are not permitted at any time in the swimming pool and its appurtenant deck area, or the recreation buildings of the Project.
- c. Any pet causing a repeated nuisance or an unreasonable disturbance to any other apartment owner/occupant of the Project must be permanently removed from the Project promptly by its owner upon written notice to do so by the Board or the Managing Agent. Such pet shall be subject to removal before the deadline stated in such notice if the Board subsequently determines that the pet poses an imminent and serious threat of physical harm to other owners/occupants of the Project.
- d. A tenant of an Owner must obtain the written consent of the Owner to keep a pet in the Apartment and provide a copy thereof to the Colonnade Manager. Notwithstanding such consent, a tenant may keep only that type of pet which may be kept by an Owner, except that disabled tenants will be permitted to keep a guide dog, signal dog, or other animal required because of the tenant's disability.
- e. Notwithstanding anything to the contrary contained in the Declaration, By-Laws or the House Rules, guide dogs, signal dogs or service dogs, or other animals permitted pursuant to the Fair Housing Act or Chapter 515, Hawaii Revised Statutes, are allowed on the Project, may be kept by occupants in their respective Apartments, and may be used as reasonably necessary for their full enjoyment of the Project, provided that:
 1. Pursuant to Section B.7, a disabled resident must notify the Board prior to bringing a service animal onto the property and must register the animal with the Association.
 2. Service animals may not be kept, bred, or used at the Project for any commercial purpose.
 3. Guide dogs, signal dogs or service dogs must be kept on a leash when they are on the Common Elements, including, but not limited to, any recreation areas.
 4. If a service animal causes a nuisance or an unreasonable disturbance to any other occupant of an Apartment, the owner thereof will be notified in writing and given an opportunity to rectify the problem. If the Board determines that the problem is not rectified, and that such animal must be permanently removed from the Project, a second notice shall be issued and the owner allowed a reasonable period of time within which to obtain a replacement guide dog, signal dog or service dog, as may be required. However, the animal shall be subject to removal before the deadline stated in said notice if the Board subsequently determines that the animal poses an imminent and serious threat of physical harm to other owners/occupants of the Project.
- f. Any damage to the common elements of the Project, including but not limited to, any apartment building, grounds, flooring, or walls, caused by any animal will be the full responsibility of the owner/occupant of the apartment maintaining such animal in the apartment, and the costs to repair, replace and remedy such damage shall be specially assessed to the owner of such apartment.

SECTION C. COMMON ELEMENTS

1. GENERAL

Maintenance, repair and upkeep of the common elements are carried out by the Colonnade Manager under the direction of the Board of Directors. Furniture and equipment of the common areas shall not be altered, removed or transferred to other areas except as authorized by the Board of Directors and implemented by the Colonnade Manager.

- a. Common areas may not be used for commercial purposes, unless prior approval is obtained from the Board of Directors. This does not preclude private parties, commonly known as "home parties", such as Tupperware, etc., that may include demonstration and order of products by the resident's guests.
- b. The grounds, walkways, stairways, elevators, lobbies, driveways and other similar common elements shall be used only for ingress and egress from the parking areas to and from apartments, and shall be kept free and clear of obstructions. There shall be no loitering in these areas.
- c. Recreational activity is not permitted in the hallways, parking areas, elevators or around the buildings.
- d. Due to the steep terrain and configuration of the Project buildings, all residents and guests must remain on the pathways and paved pedestrian walkways and not walk or play on the landscaped areas of the Project.
- e. Surfboards and bicycles shall be stored only in the designated areas.
- f. Skateboarding, roller-skating, in-line skating and bicycling are not permitted on the Project.
- g. No soliciting of goods and services is allowed on the Project. Religious or political activities are not permitted.

2. DAMAGES

- a. Each apartment owner, occupant or tenant shall be held responsible for any damage to any common element that is caused by them, their family, guests, invitees or any other person or tradesmen sponsored by such owner, occupant or tenant.
- b. The cost of repair or replacement and any legal fees incurred by the Association for the same may be assessed by the Board of Directors against the apartment owner, occupant or tenant responsible for the costs to remedy the damage (notwithstanding that such person(s) did not directly or indirectly cause such damage, but such damage was caused by others for whom the person(s) was responsible).

3. MOVING

- a. Move-ins, move-outs and delivery or moving of large items shall be coordinated with the Colonnade Manager at least 24 hours in advance.
- b. If an occupant damages the buildings or other common elements by moving furniture or other personal effects, the apartment owner will be charged for the cost of the damage. The apartment owner may later collect this amount from the person responsible for the damage.
- c. Move-ins and move-outs will be allowed only between 8:00 am and 4:00 pm, Monday through Saturday. Absolutely no moves in or out will be allowed on Sundays or Holidays.
- d. Residents shall ensure that all large cartons are broken down and placed neatly so as to not topple over in the trash room on the floor of the respective apartment. Any carton too large to disassemble and fit in the trash room shall be taken by the resident to the Central Trash Area makai of Building 1.
- e. Extremely large amounts of moving debris are to be removed from the Project by the resident or his/her movers. Such trash shall not be left on the sidewalk or grassy area immediately outside the front gate.

- f. Any items that a resident cannot fit into either his/her apartment or storage locker must be removed from the Project.

4. BULLETIN BOARD POSTINGS

- a. The main bulletin board for the Project is located in the lobby of Building 3. Smaller bulletin boards are located in the lobby of each building.
- b. Residents may post notices of general interest to the residents of the Project on the main bulletin board, subject to this paragraph.
 - 1. The decision to accept a notice for posting will be made by the Colonnade Manager, subject to these guidelines. The Colonnade Manager may defer a decision on any questionable item to the entire Board.
 - 2. Items may be submitted to the Colonnade office on 3"x5" cards or paper cut to 3"x5". Notices must be dated and will be posted for a maximum of 1 month, after which they may be resubmitted for consideration.
 - 3. The following items may be posted on the main bulletin board.

Colonnade announcements:

Utility outages
Reservation notices
Pool/game room closings
Newsletter
Board agenda/meeting notices/communications

Personal services

Babysitting
House sitting
Pet sitting
Cleaning

For sale

Personal items (furniture, cars, etc.)
Units by owner (Colonnade units)
Units by realtor (Colonnade units ONLY)

For rent/wanted to rent

Units by owner (Colonnade units)
Units by managing agent (Colonnade units ONLY)
Parking spaces
Storage units

- c. Only Colonnade announcements and those items specifically approved by the Board for posting in elevators or building lobby boards may be posted in a location other than the main bulletin board located in Building 3.
- d. Non-profit and/or special event announcements/solicitations may be inserted in the newsletter if space is available, posted on the main bulletin board, posted in each individual building, and/or posted in elevators with approval of the Board. These items include but are not limited to:
 - Postal Service deliverers' collection of canned goods,
 - Big Brothers/Big Sisters solicitation for donated items,
 - Special fundraisers for extraordinary occasions.
- e. Activities/services that are not conducted on the Colonnade property (such as language lessons and yoga/exercise lessons) will not be posted.
- f. Any resident desiring to post an item that is rejected by the Colonnade Manager may appeal the decision to the entire Board.

5. SMOKING POLICY

In accordance with County ordinances, smoking is not allowed in any enclosed or partially enclosed Colonnade common element or within 20 feet of any door, window or ventilation intake. Smoking will not be allowed in or around the pool cabana or within 20 feet of any building lobby. Smoking will be allowed in a corner of the pool area that is more than 20 feet from the cabana; an ash tray will be situated in that area. Smoking will be allowed on individual unit lanais because lanais are limited common areas. Failure to comply with the ban can result in fines up to \$50 plus court costs for you, and \$100 - \$500 for the Colonnade.

SECTION D. AMENITIES

1. GENERAL

- a. The use of amenities shall at all times be under the control of the Colonnade Manager.
- b. The Board of Directors will impose such restrictions and guidelines as may be reasonably necessary in order to promote the safe and orderly use of the amenities by all residents.
- c. The amenities may be used during the hours posted at the respective amenity subject to the rules governing the use of the same. Amenity use hours are also available by calling the Colonnade Office or the Security Guard.

2. SWIMMING POOL AND SPA

- a. The cabana, pool, spa and the surroundings areas are for the exclusive use of residents and their guests during permissible hours. Guests must be accompanied by their sponsor. No more than four guests are permitted per apartment, except during the time the cabana has been reserved.
- b. NO LIFEGUARD IS ON DUTY AT THE POOL. Persons using the pool area do so at their own risk. Entry to the pool area is through a locked gate and door, and a key is required to open the same. Both the door and gate must be closed and locked at all times after entering and leaving the pool area. 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.
- c. ***Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and spa, and for ensuring that all rules for those facilities are obeyed.*** Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters, including the costs to clean and/or repair the pool or spa, and to restore the pool or spa to Health Department safety standards and health requirements. The Colonnade Manager shall determine the corrective actions needed to return the pool or spa to Health Department standards. Residents are advised that the cost to replace the water in the pool may be \$250.00 or more.
- d. All pool and spa usage policies shall be age neutral and applied to all persons equally.
- e. Owners and residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 12 should be accompanied by an adult when using the pool unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.

- f. Anyone who may be adversely affected by the heat or humidity of the spa, such as young children, pregnant women, and anyone with high blood pressure, should not use the spa. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian or someone who can ensure their safety when using the spa.
- g. There shall be no nude persons/bathers in the pool of any age. Persons who are incontinent or not toilet-trained shall not use the pool or spa unless they wear pants which will prevent leaks. Persons with a disease or other conditions generally accepted by the medical community as being transmitted through contact, whether casual contact or otherwise, are not allowed in the pool or spa. Persons with bandages or open wounds are not allowed in the pool or spa.
- h. All persons swimming in the pool must wear proper swimwear, which includes swim suits, board shorts and rash/sunguards. Cut-offs and street clothes are not permitted in the pool.
- i. Scuba equipment, inflatable mats and inner tubes, boogie boards, and other inflatable items are not permitted in the pool or adjacent area, with the following exceptions:
 - 1. Goggles and masks are acceptable.
 - 2. Children may wear personal flotation devices.
 - 3. Floatable devices are allowed by medical waiver, with a doctor's certificate on file with the Colonnade Manager.
- j. Showers are required before entering the pool or spa. All suntan oil, hairpins, and other similar objects and substances shall be removed before entering the pool. Persons using oils, etc, shall protect the furniture and the deck area from the same.
- k. Except for guide dogs, signal dogs or service dogs, pets are not permitted in the pool or spa area.
- l. Running, excessive noise, and "horseplay" are not permitted in the pool or adjacent areas. Diving or jumping off the wall into the pool is not allowed.
- m. Radios and all other audio and visual devices are not permitted at the pool unless earphones are used.
- n. Glassware and other breakable items are not permitted in the pool, spa, pool deck, or cabana. Drinks may be taken to the pool and cabana area only in unbreakable containers.
- o. The kitchen facilities and the cabana area can be reserved for parties and private events through the Colonnade Manager, who will provide the rules and requirements for the facilities. A security deposit is required. No more than 25 guests, including children, are allowed for such parties and private events. Guests at such a party or private event may use the pool, notwithstanding the restriction in paragraph D.2.a. above. The pool, however, cannot be reserved for private use and must remain available to all residents.
- p. Separate reservations are required for the kitchen/cabana area and game room and both cannot be reserved by residents of the same apartment on the same day.

3. GAME ROOM

- a. The game room is located in Building 3, near the lobby. The game room is open during regular daily office hours, but may be locked after 5:00 pm. If locked during the posted hours of use, contact Security, who will unlock the door and log your admittance.
- b. The game room can be reserved for various permitted purposes by contacting the Colonnade Manager. A security deposit is required. No more than 40 guests, including children, are allowed for such parties and private events. Guests attending events in the game room are not automatically entitled to use the pool; instead, they are restricted to 4 guests per apartment and must be accompanied by their sponsor, as provided in Paragraph D.2.a. above.
- c. Separate reservations are required for the kitchen/cabana area and game room and both cannot be reserved by residents of the same apartment on the same day.

4. EXERCISE ROOMS

- a. The exercise rooms are located in Building 3, next to the office. The hours of operation are posted.
- b. Lockers in the exercise rooms can be assigned by the Colonnade Manager. The Colonnade Manager may remove unauthorized locks without liability to their owners for the lock or materials in the locker.
- c. A sauna is located in one of the exercise rooms. Anyone who may be adversely affected by the heat of the sauna, such as young children, pregnant women, and anyone with high blood pressure, should not use the sauna. Since prolonged exposure to high temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian or someone who can ensure their safety when using the sauna. A child's parent or guardian shall be responsible for determining if the child should be in the area.
- d. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the exercise and sauna areas, and for ensuring that all rules for those facilities are obeyed.

5. TENNIS AND PADDLE TENNIS COURTS

- a. Use of the tennis court and paddle tennis court shall be in accordance with the posted notices at the facilities.
- b. Use of the tennis court is by reservation only. Reservations may be made in advance but not earlier than 48 hours prior to the reserved time, by calling the Colonnade Office during office hours or Security if the office is closed. Use of the tennis court is for 1 hour per apartment. Reservations not claimed within the first 10 minutes after the reserved time are voidable.
- c. Only tennis shoes shall be worn on the tennis courts. Black-soled shoes are prohibited on the tennis courts.
- d. The tennis courts shall be used only for playing tennis and for no other activity.

SECTION E. VEHICLES

Please drive slowly and cautiously while on the Project. THE SPEED LIMIT IS 5 MPH. Because of the blind curves of the parking garage ramp for residents turning out of various parking levels, and the presence of residents and visitors in the parking area fronting Building 3 and the swimming pool area, exceeding this limit is unacceptably dangerous.

1. REGISTRATION

- a. All vehicles parked in a stall must be registered with the Colonnade Manager. Registration requires current license tags, a current inspection certificate, and proof of insurance. A parking decal will be issued and shall be placed on the driver's side back of the inside rear view mirror, where it can be clearly viewed by the Security Guard.
- b. Motorcycles and mopeds must also be registered and have a parking decal placed on the back of the left side rear view mirror.

2. PARKING

- a. Parking stalls are assigned to certain apartments for the exclusive use of the owner(s) of such apartments or by other persons authorized by such owners. Unauthorized use of a parking stall may result in the vehicle being towed at its owner's expense.
- b. Major repairs, overhauls, tune-ups, oil changes or the painting of vehicles in the parking stalls are prohibited. Disposal of oil or other petroleum products or other substances considered hazardous materials under any state or federal law, is prohibited on the Project.
- c. Residents are responsible for the cleanliness and orderliness of their respective stalls, including the removal of grease and oil build-up. Residents with stalls that violate these rules will be given written notice of their violation(s). If the violation is not remedied within 7 days, the maintenance staff will remedy the violation, including cleaning the stall if necessary, and the resident will be charged accordingly. Vehicles with chronic leaks may be barred from the Colonnade if not repaired promptly upon written notice by the Colonnade Manager.
- d. If a resident is using a temporary vehicle and will not be using his/her registered vehicle, a temporary pass may be issued by the Colonnade Manager for the substitute, temporary vehicle.
- e. All vehicles in the parking spaces shall be maintained in operating condition and shall have a current registration, insurance and safety sticker, as required by law.
- f. Parking stalls shall not be used for storage of any kind.
- g. Vehicles shall be parked head-in only.
- h. No vehicle in a parking stall shall exceed the marked length or width limits of the stall, or impede access to safety equipment. Vehicles in violation of the foregoing will be subject to towing. Motorcycles may be parked in a stall subject to these rules.
- i. Standard size vehicles shall not be parked in "compact" parking stalls. A standard size vehicle is defined as having an overall width exceeding 66 inches. Compact parking stalls are designated as follows:

- A Level — Numbers 18 - 21
- D Level — Numbers 1 - 26 and 56 - 83
- E Level — Numbers 52 - 55

- j. All vehicles parked in visitor parking spaces after 1:00 am will be towed at the owner's expense.
- k. Other than for the conduct of brief business at the Colonnade Office, residents shall not park in visitor parking spaces except as approved by the Colonnade Manager.

3. CAR WASH

- a. Vehicles and window screens shall be washed only in the car wash area. The hours of use of the car wash area are posted.
- b. The car wash area is restricted to car washing and waxing only. It is not and may not be used as a maintenance or repair area and should not be tied up any longer than necessary when others are waiting. Vacuuming and other noisy car care activities are prohibited.
- c. Maintenance of and repairs to vehicles shall not be made in the car wash area. Disposal of oil or other substances considered hazardous material under any state or federal law, is prohibited on the Project.
- d. Use of the car wash is restricted to residents only. Guests are not permitted to wash their vehicles on the premises
- e. There shall be no playing of radios, tape recorders or other sound equipment in the car wash area.

SECTION F. COMPLIANCE AND VIOLATIONS

1. CONFLICT

Notwithstanding anything contained herein to the contrary, these House Rules shall be subject to the Declaration and By-Laws, and in the event of any conflict between these House Rules, the Declaration, and By-Laws, the Declaration and By-Laws shall control, and the Board of Directors shall conform these House Rules from time to time to comply with the Declaration and By-Laws.

2. REPORTING VIOLATIONS

All violations of the House Rules or other Association documents and damage to the common elements or common areas should be reported promptly to the Colonnade Manager, the Managing Agent, or the Board of Directors.

3. ACTIONS

- a. The Board of Directors has adopted the following schedule of fines for any violations
 - First Notice: A written notice given or sent to the owner and tenant; 15 days to comply.
 - Second Notice: A written notice given or sent to the owner and tenant; 15 days to comply.
 - Third Notice: A written notice given or sent to the owner and tenant; a \$50.00 fine assessed against the owner; owner has 15 days to comply.

- Subsequent Notices: A written notice given or sent to the owner and tenant; \$100.00 fine assessed against the owner for each offense; file sent to the Association's attorney.

Second, third, and subsequent violations need to be for a violation of the same provision. A \$50.00 fine will be assessed for a third violation and a \$100.00 fine will be assessed for subsequent violations.

The Board may delegate its authority to impose fines to the Colonnade Manager and/or Managing Agent.

- b. Violations: Each violation issued shall briefly describe the nature of the violation; date of the violation; unit number; and names of parties involved, if known. The original citation shall be sent to the owner who shall be responsible for payment of any applicable fine(s) and a copy provided to the tenant-resident.
- c. Payment of Fines and Liability: Owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, etc. Unless appealed as provided below, a fine must be paid by the owner to the Association within thirty (30) days of the assessment of the fine. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's unit. The Association may file a lien against the owner's unit for the unpaid fines and may collect the unpaid fines under the procedures provided in Article V Section 1(a), (b), (c), and (d), and Section 5 of the By-Laws for collection of delinquent assessments. The owner shall also be assessed a late fee for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.
- d. Appeal of Fines: Any violation or fine may be appealed as provided in this subsection.
 - Within thirty (30) days of the date of a citation or fine, an owner, tenant, or other offender may appeal to the Board by mailing or delivering written notice of appeal to the Board or the Managing Agent.
 - If an appeal is made to the Board, the notice of appeal must contain a copy of the violation, a statement of the facts of the offense, the reason for appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, tenant, or other offender may appear at a Board meeting to provide additional information or the Board may ask the person to appear.
 - After consideration of the appeal, the Board may reduce, suspend, or cancel any citation. The Board will mail or deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal.
 - Pending an appeal to the Board, an owner need not pay a fine and no lien shall be imposed on an owner's unit. However, if on appeal it is determined that a fine is due, the Board may collect late fees even for the time during which the appeal was pending.
- e. Nothing contained herein shall be interpreted to prevent or delay the Board and/or Managing Agent from immediately enjoining, abating, removing, or remedying – through automatic fines, legal action, or any other means – any violation or breach that may impair or in any way affect the value or safety of the Project or the use, enjoyment, safety, or health of any apartment owner or resident.

SECTION G. AMENDMENT OF HOUSE RULES

The Board of Directors, upon giving notice to all apartment owners in the same manner as provided for notice of meetings of the Association and opportunity to be heard thereon, may, from time to time, modify, amend, supplement, add to and/or change the House Rules by action of a majority of the Directors at any duly called meeting of the Board of Directors as the Board of Directors determines are necessary to implement the Declaration and By-Laws, for the safety, care, attractiveness, maintenance and cleanliness of the Project and for securing the comfort and convenience of all of the owners and occupants of Colonnade on the Greens.

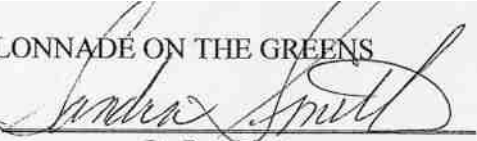
(Certificate of Adoption on next page)

CERTIFICATE OF ADOPTION

The undersigned, Colonnade on the Greens, pursuant to Article V Section 4 of the By-Laws, hereby adopts the foregoing House Rules as the rules and regulations of the Association of Apartment Owners of Colonnade on the Greens, this 27th day of November, 2006 (effective February 1, 2007).

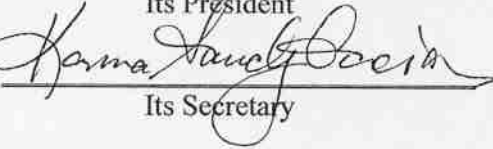
COLONNADE ON THE GREENS

By:



Its President

By:



Its Secretary