

Ypao Gardens Apartments
House Rules

The Primary purpose of these Rules is to protect all occupants from annoyance and nuisance caused by improper use of Ypao Gardens Apartments (the "Premises") and to protect the reputation and desirability of the Premises by providing maximum enjoyment thereof. These Rules may be amended by the action of the Board of Directors of the Association of Apartment Owners of Ypao Gardens (the "Board")

The full authority and responsibility of enforcing these Rules may be delegated to a Managing Agent by the Board. All owners or occupants and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any non-compliance with, or violation of, the Rules by the owners or occupants and their guests.

1. No obstruction of halls, etc. The public halls, sidewalks, stairways, and elevators shall not be obstructed or used for any other purposes than for ingress to and egress from the apartment units.
2. No storage in lobby, etc. The lobby, stairways and other public areas shall not be used for the storage or placement of furniture or any other articles, including, but not limited to, plants, boxes, shopping cart, etc.
3. No Disturbing noises. No owner or occupant shall make or permit any disturbing noises to be made in the buildings or on the Premises by himself, his family, friends, tenants, servants, or other invitees; nor do or permit anything to be done by such persons that would interfere with the rights, comfort, or convenience of other owners or occupants of the buildings.

No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder, or the like in the Premises between the hours of 11:00pm and the following 8:00am if the same shall disturb or annoy other owners or occupants of the buildings.

4. No name plates. Owners and occupants shall not be allowed to put their names in any entry, passageway, vestibule, hall, or stairway of the building, except in the proper place or in the mailbox provided for use of the units occupied by them respectively.
5. No rugs beaten, etc. No rugs shall be beaten on lanais or outdoor living areas, stairways, or in the halls or corridors, nor dust, rubbish, or litter swept from the Premises or any room thereof into any of the halls or entryways of the buildings.
6. No playing in halls. Children shall not be permitted to loiter or play on the stairways or in the halls, lobbies, elevators, parking areas, or any other common areas.

7. Plumbing not abused. The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes, or other substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities, of any nature or character whatever, shall be paid for by the owner of the unit responsible.
8. **Liability for damage.** All damage to the Premises caused by the moving or carrying of articles therein, shall be paid by the owner or person in charge of such articles.
9. No Defenestration. Nothing shall be thrown or emptied by owners or their tenants or servants out of the windows or doors, or off the lanais, or down the stairways, or in the common areas, nor shall anything be hung from outside of the windows or placed on the outside windowsills.
10. Pets permitted. Dogs, cats, and other domestic pets are allowed in the Premises; provided that the same shall not disturb or annoy other occupants of the buildings. Any inconvenience, damage or unpleasantness caused by the same shall be the responsibility of the respective owners thereof. **(UPDATED 3/2006 #6)**
11. Water not wasted. The water shall not be left running any unreasonable or unnecessary length of time in the Premises.
12. No interference with apparatus. No occupant shall interfere in any manner with any portion either of the air-conditioning or lighting apparatus in or about the buildings.
13. Laundry only in laundry area. Laundry work shall be done only in the areas provided for such purposes.
14. No shades and no signs. No shades, awnings or window guards shall be used except as shall be put up or approved by the Board, and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Board.
15. No aerials. No radio or aerial or connection shall be installed by the occupants outside of their respective units.
16. No appliances without Board approval. Unless the Board gives advance written consent in in each and every instance, occupants shall not install or operate in the premises any machinery, refrigerating or heating device, washing machine or washer-dryer or air-conditioning apparatus, or use any illumination other than electric light or use or permit to be brought into the buildings or onto the Premises any flammable oils or fluids, or other explosives or articles deemed hazardous to life, limb or property.

17. RECREATION AND POOL AREA.

- 17.1** Furniture other than that provided shall not be used in the recreation and pool area, nor shall such furniture be removed from said area.
- 17.2** Users of the recreation and pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area.
- 17.3** Swimming shall be permitted only between such hours as are prescribed by the Managing Agent.
- 17.4** No running, pushing, or scuffling shall be permitted around the pool.
- 17.5** Radios, television sets, tape-recording or playing devices, and all other electrical devices are strictly forbidden in the pool area.
- 17.6** There shall be no splashing of water other than that accompanying normal swimming.
- 17.7** There shall be no yelling in the pool or pool area.
- 17.8** No life rafts, toys or other such objects shall be permitted in the pool.
- 17.9** Showers shall be taken before entering the pool.
- 17.10** Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.
- 17.11** All bobby pins, hairpins and other such materials shall be removed before entering the pool.
- 17.12** No occupants of the units under the age of sixteen (16) shall be permitted to entertain guests in the pool or poolside area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.
- 17.13** Glass containers of any kind shall be prohibited in the pool area.
- 17.14** The pool is for the exclusive use of all occupants and their guests, and the non-resident members of the Racquet Club as hereinafter provided, and the occupants are responsible for the conduct of their guests.
- 17.15** All persons shall comply with the requests of the Managing Agent respecting matters of personal conduct in and about the pool and recreation areas.

(UPDATED 3/2006 #7)

18. TENNIS COURT AND RACQUET CLUB.

18.1 Name of the club. The name of the club shall be Ypao Gardens Apartments Racquet Club.

18.2 **Members.** Membership in the Club shall consist of two classes: Resident and non-resident. The resident members of the Club shall consist of owners or occupants of apartment units in the Premises. The non-resident members shall consist of those persons other than resident members who hold valid membership certificates issued by the Board.

A person may become a non-resident member upon execution and delivery of a written membership application form, and acceptance thereof by the Board and upon payment of the fees and dues as provided by these Rules. Only forty non-resident members will be admitted.

Membership, both resident and non-resident, shall include the member and the immediate members of his family. "Immediate members of the family" means the spouse and minor children of the member.

18.3 **Initiation fee.** For non-resident members, there shall be initiation fee of \$300. This fee is non-refundable and payable upon acceptance of the applicant's application.

18.4 **Dues.** Dues shall be \$25 per month for each non-resident member and \$5 per month for resident members. Dues are payable by mail or in person to the Managing Agents of the Premises. Dues shall be paid in advance for the first six months, and thereafter monthly, on the first calendar day of each month. The month of application shall be included for purposes of computing the advance payment. In the event of cancellation of membership for any cause, prepaid dues will be refunded pro rata.

18.5 **Nonpayment of dues.** Nonpayment of dues shall constitute grounds for revocation of membership and denial of any further privileges, at the sole discretion of the Board. As a matter of policy, membership will be suspended for 15 days after nonpayment of dues. It is agreed that the Board may post notice of delinquency of any member without liability.

18.6 **Reservation of courts.** Members shall be entitled to reserve the courts based on "first come, first served", provided, however that the Board reserves the right to cancel reservations of members under extraordinary circumstances, at its sole discretion. Weekend reservation of the courts will begin only on the preceding Wednesday, and in no event will reservations be accepted more than two weeks in advance, except under extraordinary circumstances at the discretion of the Boards. As a matter of policy, a reservation will be considered forfeited, and the court may be opened to a member without reservation after a period of ten minutes. The Managing Agents shall post on the Club's bulletin board a schedule of use of the courts, showing all reserved times. No member may reserve more than one

court at a time or for a period of more than two hours without the prior consent of the Board.

- 18.7 Rules of conduct.** Members and guests will maintain a mode of dress and manner of conduct within a generally acceptable public standard and will adhere to the established rules of tennis etiquette with respect to the use of the Club's tennis facilities. Specific dress and use requirements will be posted. Violations constitute grounds for revocation of membership and the denial of further privileges at the sole discretion of the Board.
- 18.8 Privileges.** Membership of wither class shall entitle the holder to use the tennis courts and swimming pool as well as other recreational facilities without charge; but except for the specific privileges granted herein, members shall be subjected to all applicable charges and obligations.
- 18.9 Limitation.** These rules and regulations notwithstanding, non-resident membership is a license granted by the Board and is revocable at the sole discretion of the Board for any grounds and without recourse.
- 18.10 Rules change.** Deletions, additions, or amendments to these Racquet Club rules may be made by the Boars and become effective as of the date promulgation.
- 19.** Passkeys. The Managing Agents may retain a passkey to each unit. No owner shall alter any lock or install a new lock on any door leasing into the unit of such owner without the prior consent of the Managing Agent. If such consent is given, the owner shall provide the Managing Agent with a key for the Managing Agent's use.
- 20.** Parking not blocked. No vehicle belonging to an owner or to a member of his family or guest, tenant, or employee of an owner shall be parked in such a manner to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees, and the owner's family will obey the parking regulations posted at the parking areas and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners.
- 21.** No blowing of horns. No owner shall cause pr permit the blowing of any horn from any vehicle in which he, his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the buildings, except as may be necessary for the safe operations thereof.
- 22.** No using wrong parking spaces. No owner shall use, nor shall they permit their family, guests, tenants, or invitees to use parking spaces of other owners. The Managing Agents reserves the right to remove such vehicles at the expense of the respective owners thereof.

23. MAINTENANCE AND REPAIR.

- 23.1** All of the common elements and limited common elements, including but not limited to the exterior surfaces of the buildings, doors, passageways, and grounds, shall be used, and decorated only as permitted by the Board. No alterations, installations, repairs, or changes of any nature whatsoever shall be affected to the exterior surfaces of the buildings, including lanais, and thereafter maintained without the prior written approval of the Board.
- 23.2** The Board shall be responsible for the repair and maintenance of the exterior surfaces of the buildings, passageways, and doors (except doors of apartment units). The maintenance and upkeep of apartment unit doors and of lanai floors are not the responsibility of the Board. Where said exterior surfaces, passageways, fences, shrubbery, and other areas are damaged deliberately or because of the negligence of any occupant or guests, then such occupant shall be responsible for the prompt payment of the cost of the repairs. The Boards shall repair damage caused by breaks in the main utility lines. In the event any occupant causes damage to another apartment or other areas, he shall be financially responsible for all necessary repairs.
- 23.3** Requests for exterior repairs and maintenance shall be submitted to the Managing Agents, who shall determine whether the requested repairs or maintenance are the responsibility of the Board or the occupant. Any decision of the Managing Agent may be appealed to the Board in writing within ten days following the decision.
- 23.4** Repairs and maintenance of apartment interiors are the responsibility of each occupant. It is the responsibility of the occupants to maintain their apartments and the equipment and fixtures therein located in such manner as not to cause damage to other apartments or the common elements or to interfere with the rights of enjoyment to which other occupants are entitled.

24. LANAIS. (UPDATED 3/2006 #3 & #4)

- 24.1** No clothes shall be hung on or from lanai railings for any purpose whatsoever nor shall clothing or laundry be hung in doorways or windows, in such manner as to be in view of persons outside the buildings.
- 24.2** Only furniture and small potted plants appropriate to lanais may be used thereon. Containers shall be placed under all pots to avoid the dripping of water therefrom.
- 24.3** The water of plants and the sweeping and mopping of lanais in adjacent areas shall be accomplished in a manner which will not create a nuisance to persons residing in adjacent or lower apartments or to persons on the grounds of the Premises.
- 24.4** No barbecuing shall be allowed on lanais, except with the written consent of the Managing Agent.

25. Occupancy rate. Two-bedroom apartments may be regularly occupied by no more than five people. "Regular occupancy" means occupancy for a period more than four days on any one occasion or fifteen days in any one calendar year.
26. Changes in House Rules. These House Rules may be changed from time to time by the Board pursuant to the provisions of Section 4 of Article V1 of the Bylaws of the Association. Notice of such changes will be delivered or mailed to each occupant.

UPDATED MARCH 2006

1. **ABANDONED or IN-OPERABLE VEHICLES:** Each condominium unit is allowed parking for two (2) vehicles. An Abandoned or In-Operable vehicle as defined by the board of directors is any vehicle fitting the following description. (A) Any vehicle parked in the premises for more than 24 hours which the owner cannot be identified or located by management, (B) any vehicle in-operable for more than 10 days, (C) any vehicle not street legal due to expired license plates or mechanical condition.

Photos of abandoned or in-operable vehicles will be taken, a 10 Day "Tow Away Notice" posted on the vehicle, and vehicles will be towed away at unit owner's expense. Only emergency vehicle repairs are to be made on the premises and must not exceed one (1) day without management approval.

UPDATED DECEMBER 2020

2. **EGRESS & INGRESS:** An improperly parked vehicle as defined by the board of directors is any vehicle fitting the following description. (A) Any vehicle parked on the premises for more than 24 hours which the owner cannot be identified or located by management, (B) any vehicle impeding the parking stalls, (C) any vehicle parked on or along the road verges.

Photos of improperly parked vehicles will be given, a 24 hour "Tow Away Notice" posted on the vehicle, and vehicles will be towed away at unit owner's expense. Only emergency vehicle repairs are to be made on the premises and must not exceed one (1) day without management approval.

UPDATED MARCH 2006

3. **BALCONY'S & PATIOS**: The Balcony's & Patios are, while owned by each unit, they are termed "Limited Common Area". No changes are to be made to the Walls, Grounds, Ceilings, Railings, or permanent Trees without written approval from the Board of Directors. While miscellaneous furniture and items are permitted, balconies and patios must always be kept clean and free of garbage or other offensive items or materials. No items are such as, but not limited to, rugs or clothes are to ever be hung from the safety railings of any patio or balcony.

4. **BARBEQUING**: Barbequing is permitted in designated areas only. The designated areas are the Bar-B-Q pavilions, or the club house area. No Bar-B-Qs are permitted on any Balcony's or Patio's. The main reason for this policy is because barbequing in a semi closed in space is a "Fire and Health Hazard". Also, the smoke often damages the above ceiling paint, and creates undesired smoke in and around adjacent units. No Bar-B-Q coals are to ever be dumped on the common area grounds.

5. **DISTURBING NOISES**: No resident or guest shall make or permit any disturbing noises to be made in or around the buildings, balconies and patios, parking lot, or any other part of the premises. A disturbing noise is any noise that interferes with the rights, comforts, or convenience of other residents. Some examples are, but not limited to, loud music from a condo unit or vehicle, horn blowing, shouting, loud talking, or dog barking. Kids at play should not be unnecessarily loud and should not play near the buildings. Parents are responsible for all actions and behavior of their children.

6. **LITTER**: No trash, cans, bottles, wrappers, cigarette butts or any other type of litter shall be thrown or left on the common area grounds or building area. No trash shall come from vehicles into the parking lot, no dumping ash trays, no food wrappers, cups, etc. No garbage bags/boxes will be placed anywhere outside condo units except in the large dumpster. The large dumpster is for REGULAR HOUSEHOLD TRASH ONLY, no metal, large pieces of wood, furniture, or hazardous materials such as car batteries or tires shall be placed in the dumpster. All large boxes or cartons must be broken prior to dumping. Kids who cannot reach the dumpster shall not be expected to dump the household trash.

7. **PETS**: Pets and their actions are solely the responsibility of their owners. Although Pets are allowed, **they are not recommended** due to the limited size of our common area grounds. Pet owners must take the responsibility to follow strict guidelines set by the Board of Directors. **ALL DOGS MUST BE ON A LEASH WHEN OUTSIDE.** No Pet will be allowed to disturb other residents, by, but not limited to, barking, while inside or outside the condo units. **Pets are not to be walked near the walkways or near the doorways of resident buildings any more than necessary to get to the outer perimeter grounds. All dog mess must be picked up immediately and disposed of properly, which is in the main dumpster only, because it is emptied daily.** It is recommended to walk dogs outside of the complex whenever possible. No balcony or patio is to show signs of dog mess or offensive odors at any time. No pets are allowed in

or around the pool area. Any dog showing unprovoked aggressive behavior toward people or other dogs can be permanently evicted from the premises. The Homeowners Association, its Management, nor the Board of Directors is responsible for any pet-related personal problems or injuries that may occur.

8. **POOL RULES:** The Pool is exclusively for use of residents and their escorted guest only. Guests are allowed in limited numbers, maximum four (4) at one time. When a paid party reservation has been made, additional guest up to 25 people are allowed, however no EXCLUSIVE reservations will apply to the pool. No Minor under the age of 14 shall be permitted to use the pool unless accompanied by an adult who is at least 18 years of age. No resident under the age of 16 will be permitted to entertain guests at the pool or poolside area unless they are accompanied by, and under the direct supervision of a parent or adult of at least 18 years of age. **No Food, No Drinks, No Smoking is allowed inside the fenced area of the pool. No bicycles, skateboards, rollerblades, pets, or other non-pool related activities are allowed in the pool area. Portable stereos or other electronic devices can only be used with headphones so as not to be heard by others.**

The pool is open from 6:00 AM to 10:00 PM. No one is permitted inside the fenced pool area after 10:00 PM.

9. **OUTSIDE PARTIES:** An outside party is defined by the board of directors as any gathering of more than four (4)-people at any outside common area location, such as the club house or barbeque pavilion, or pool. Party type Gatherings up to 25-people are permitted, but only after a paid reservation has been made. The fee for a party reservation is \$50.00 and must be paid in advance prior to reservation date. The fee goes to maintenance of common area grounds, buildings, and equipment. The resident party host is responsible for thoroughly cleaning up the area used, this includes, but not limited to, properly disposing of Bar-B-Q coals, disposing of all trash into the large dumpster, picking up all cigarette butts, cans, paper, or other litter.

10. **TRASH DUMPSTER:** The large dumpster is for RESIDENTS REGULAR HOUSEHOLD TRASH ONLY. No metal, furniture, car batteries, or hazardous materials are to be placed in or around the dumpster at any time. Residents should try to deposit trash prior to 6:00 am as much as possible. Violators will be held responsible for the cost of removing and disposing of unauthorized items, and could face prosecution of Guam Litter, and EPA laws.

11. **WALKWAYS & STAIRWAYS:** Walkways and Stairwells are solely for the safe, undisturbed ingress and egress passage only. No items such as, but not limited to, furniture, toys, shoes, or trash are to be placed on walkways at any time. No items such as, but not limited to, rugs or clothes are to ever be placed on the metal safety railings along the 2nd and 3rd floor walkways. Walkways and stairways are not to be used for places of play or hanging out. This includes no skating, skateboarding, rollerblading, or bicycling. These activities are recommended in the back grounds area, in extreme safety, and at one's own risk! Biking or Skating in the parking lot is allowed, however not recommended for safety reasons.

12. **UNSCHEDULED METER READINGS:** Monthly Reading of sub-meters are read on the first of every month and submitted to the Managing office for processing. If a request is made to read the sub-meter after the 1st for any reason other than dispute in the charges. **There will be an additional \$30.00 charge.** The person making the request can choose to read the meter themselves or pay the extra fee to the Association. **MSC BOARD MEETING 02/28/23**
13. **NO ALCOHOL ALLOWED IN THE CLUBHOUSE:** Effective June 06, 2023, no alcohol will be consumed at the clubhouse. **Updated 06/06/23 via email by Board.**
14. **MANDATORY POWER IN UNITS:** Per email from Board on June 6, 2023, For Health and Safety reasons all residents must have a working sub-mete. In the case of a disconnection the unit must not be occupied during this time. Retroactive **MSC BOARD 06/06/23**

The above rules will be strictly enforced! Repercussions ranging from **WRITTEN or Verbal WARNINGS, FINES, and POSSIBLE EVICTION FROM THE PREMISES** can be implemented as directed by the Board of Directors. Fines will be levied for repeat violations; **the minimum fine set is \$25.00 per violation, per day, until the discrepancy is corrected.**

In accordance with the Homeowners Association By-Laws, the Board of Directors reserves the right to amend the above rules at any time deemed necessary.

Please contact the resident manager, property manager, or Board of Directors should you have any questions or problems complying with the above rules.

Your corporation and support are greatly appreciated by the Board of Directors and its Management staff.

Thank you,