



## KIPUKA AT HOAKALEI

### HOUSE RULES

**March 2018**

Original version : 2013/07

As Amended February 15, 2018 with effective date of March 1, 2018

These house rules ("House Rules") apply to all owners, tenants, guests, invitees, lessees, licensees, and other persons using the Kipuka at Hoakalei project.

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## ARTICLE I. GENERAL

Section 1. Purpose. The purpose of these House Rules is to protect all Owners and other occupants from annoyance and nuisance created by improper use of the Kipuka at Hoakalei subdivision (the "Project"), and also to protect the reputation and desirability of the Project by providing for the enjoyment, comfort and security of its Occupants. The provisions of these House Rules shall apply equally to all Units in the Project, except as otherwise stated.

Section 2. Enforcement. The Board of Directors (the "Board") of the Association of Unit Owners of Kipuka at Hoakalei (the "Association") shall be responsible for enforcing these House Rules. The Board may delegate this responsibility to the Managing Agent of the Project. All Owners, tenants, guests, invitees, lessees, licensees, and other persons using the Project (collectively, "Occupants") must obey these House Rules.

The Board has instituted a fining policy for House Rules violations. The Kipuka Fining Policy is located on Kipukacommunity.com for download. The Board may revoke a Unit owners privileges for use of Common Areas for up to 30 days for each instance of repeated violations. (see Article V, Sections 4 and 5)

Section 3. Conflicts. These House Rules supplement but do not change the obligations of the Occupants contained in the Master Declaration of Covenants, Conditions, and Restrictions for the Hoakalei Resort Community, as amended (referred to at times as the "Master Declaration"), the Declaration of Condominium Property Regime for each respective increment in the Project (the "Increment Declaration") as well as the Architectural Guidelines referenced therein (the "Architectural Guidelines") (collectively, the "Kipuka at Hoakalei Documents"). If any part of these House Rules conflict with any of the provisions of the Kipuka at Hoakalei Documents, the Kipuka at Hoakalei Documents will govern.

Section 4. General Provisions.

(a) The Board may make other rules and regulations or amend these House Rules if necessary or desirable.

(b) Any word used that is capitalized but not defined in these House Rules shall have the same meaning as in the Kipuka at Hoakalei Documents.

## ARTICLE II. OCCUPANCY AND USE

Section 1. Use of Units. The Units may be used for residential purposes only. The Units may not be used for transient or hotel purposes.

(a) The term "transient accommodations" is defined by Hawaii State Law (18-237D) as the furnishing of a room, apartment, suite, single family dwelling, or the like to a transient for less than one hundred eighty consecutive days. Unit owners are required to comply with Hawaii State Tax Laws

(b) **Designate a local contact residing on Oahu.** The local contact can be any individual residing on the island or any entity with its principal place of business on the island. The contact need not be a licensed real estate broker, or be accredited in any other manner. Owners not residing in the unit but residing on Oahu can act as their own agent.

(c) **Provide the local contact (agent/person) information to the AOOU when owner will not reside in unit or unit will be vacant for more than 30 days.** Such information must be updated within 60 days of any change.

Section 2. Activities Prohibited. No person shall undertake any activities that would result in a violation of any provision of the applicable Increment Declaration.

Section 3. Responsibility of Owners for Conduct of Others. All Occupants and their family members must abide by these House Rules. Owners are responsible for the conduct of their tenants, guests, invitees, lessees, and licensees. Upon receipt of a notice from the Board or Managing Agent, the Owner must immediately abate and remove, at the Owner's expense, any structure, thing, or condition that any Occupant is using, causing, or has built in the Project which causes a nuisance or other violation of these House Rules. If an Owner cannot control the conduct of any Occupant, such Owner shall, upon request of the Board or Managing Agent, immediately remove such Occupant from the premises, without compensation from the Association, Board, or Managing Agent for lost rental or profits or any other damage resulting therefrom. If an Occupant causes damage to the Common Areas or to the property of another, the Owner shall be responsible for the expense of repairing such damage.

(i) If an Owner rents or leases their unit or any portion thereof, the owner must register as a landlord at the Association's website by furnishing the Board with the information required by the Association's landlord registration form.

Section 4. Pets.

(a) Number and Type. An Occupant may raise, keep and maintain only such number and type of generally recognized domestic house pets as is permitted in the Increment Declaration(H.8), and shall keep and maintain said pets subject to the terms set forth therein.

(b) Common Areas. Pets are permitted in those portions of the Common Areas designated by the Association for such purposes (if any), provided they are carried or confined to a leash held by a responsible person at all times. Pets may not roam the Common Areas unattended at any time. Electronic leashes are not acceptable as a suitable restraint leash.

(c) Responsibility. Occupants are responsible for ensuring that their pets do not make excessive noise and for immediately cleaning up any mess made by their pets. Occupants shall be responsible for any damage caused by their pets.

(d) Ejectment. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any other Occupant may be ejected from the Project on the demand of the Managing Agent or the Board.

(e) No Liability on the Board, Association or Managing Agent. In no event shall the Board, the Association, nor the Managing Agent be deemed liable for any loss, damage or injury to persons or property caused by or arising from any Occupant's pet or other animal. By acquiring an interest in a Unit in the Project, each Owner agrees to indemnify, defend and hold harmless the Board, the Association and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such Owner's or Occupant's pet or other animal.

(f) Service Animals and Comfort Animals. A service animal, as defined by the U.S. Department of Justice for the purposes of the Americans with Disabilities Act ("ADA"), is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Service animals are not counted towards the number and type of domestic house pets an Occupant may be able to keep under the Increment Declaration. A comfort animal (sometimes referred to as an "assistance animal") by contrast, is an animal that is kept by an owner for emotional reasons, and is not trained to perform specific, measurable tasks directly related to the person's disability. Therefore, comfort animals are counted towards the number and type of domestic house pets an Occupant may be able to keep under the Increment Declaration.

(g) Registration of Pets. Service Animals, and Comfort Animals. All Owners or

Occupants within the Project with pets, service animals, or comfort animals must register such pets or animals with the Association. Any owner seeking to designate an animal as a comfort animal shall provide evidence to the Association from a medical professional indicating that such professional believes that the animal is necessary for the individual's health, use, and enjoyment

Section 5.     Fences. The location, design, color or height of any fence may not be altered or moved by any Occupant, except as otherwise specified in the Architectural Guidelines. Owners shall maintain all fences in accordance with the Increment Declaration.

Section 6.     Yard Area.

The Owner of each Unit shall at all times maintain and use the front and/or rear Yard in such a manner so as not to cause any nuisance, an improper or offensive use in the reasonable opinion of the Board, a threat to health or safety, 'an unreasonable visual impairment to any Occupant, or an unreasonable interference with or unreasonable annoyance to the peaceful possession or proper use of the Project by any other Occupant. Except where the Association has assumed responsibility for maintaining the landscaping, the Owner shall be responsible for (a) maintaining its landscaping and irrigation system within the rear Yard; (b) maintaining the 'shrubs and other plantings (other than the grass) within the planting strip of the front Yard; (c) maintaining any drain lines that may be installed within the front or rear Yard; and (d) maintaining and keeping in good repair the fences and entry gate, if any, all in accordance with the Increment Declaration. In addition, any proposal to install chicken wire, lattice, or other barrier or fencing against or adjacent to the fence within the rear Yard that was installed as part of the original construction of a Unit must conform to the Architectural Guidelines and shall require the prior approval of the Hoakalei Resort Architectural Review Committee. In no event shall an Owner or Occupant install a gate on the perimeter fence of a Golf series Unit. The Owner must not conduct any activities upon any yard area in such a manner as to alter the grade level, except as may otherwise be provided under the Architectural Guidelines with the approval of the Hoakalei Resort Architectural Review Committee.

(a)     Units Adjacent to Golf Course. For those Units that are adjacent to the Golf Course, it is the intent of the Association that the view planes between the Units and the adjacent Golf Course be encouraged wherever possible. The Owner shall maintain the landscaping of the rear Yard so as not to cause the interruption or interference of any view planes between the Units and the Golf Course. To this end, any landscaping along the open rail fence shall not exceed twenty-four inches (24") in height. Unless\$ included as part of the initial landscaping installed by the developer of the Project, all other landscaping within a rear Yard shall not exceed the height of the surrounding fence. To the extent an Owner desires to install or change the landscaping which may potentially exceed the height limitations, the Owner shall first submit his or her landscaping plans to the Board for its initial approval. Following receipt of the Association approval, such approved landscaping plans shall then be submitted to the Hoakalei Resort Architectural Review Committee for final approval.

(b)     Maintenance of Appearance. The Owner shall maintain the rear Yard in such a manner as to minimize clutter, trash, or other detrimental appearance when viewed from the Golf Course or any nearby Unit.

(c)     Restrictions on Hard Surfaces. In order to minimize any potential ricochet or other effects of errant golf balls which may be hit into a rear Yard of a Unit located adjacent to the Golf Course, an Owner of a Unit shall be prohibited from installing any additional concrete slab except for (i) a pad not to exceed fifty percent (50%) of the rear Yard area and (ii) which pad must not extend beyond the solid fence of the rear Yard of such Unit and be installed only upon receipt of approval by the Hoakalei Resort Architectural Review Committee.

(d)     No Hitting of Golf Balls. With the exception of any putting green which may be

installed within the Project or in a rear Yard of a Unit, no hitting of golf balls within the Project shall be permitted. In addition, no Owner or Occupant may chip, pitch, or otherwise hit golf balls or similar objects from the rear Yard or any Common Areas adjacent to or near the Golf Course to the Golf Course or any vacant land nearby.

Section 7. Alcoholic Beverages. The consumption of alcohol shall be limited to the Units, the Limited Common Elements appurtenant to the Owner's Unit, and to such other places and times as specified by the Association.

Section 8. Boats.

(a) Parking. Boats within the Project shall be limited to an overall maximum height of ten (10) feet and overall maximum length of twenty (20) feet. Boat parking is only permitted within an Owner's enclosed garage and only if the boat can be wholly parked within the garage with the garage door closed. Notwithstanding the foregoing, the towing of boats through any roadway shall only be permitted if the boat can be safely towed without causing damage to persons or property and the Occupant uses due care and diligence to prevent any damage to any Unit or the Common Areas.

(b) Use of Boats. All repairs of boats shall be conducted solely within an enclosed garage and in such manner so as to minimize the disturbance of other Occupants within the Project.

Section 9. Signs. No customized address or other signs are permitted except as otherwise permitted by the Architectural Guidelines.

Section 10. Fireworks and Firecrackers. The use of fireworks including, but not limited to, firecrackers, sparklers, fountains, aerial fireworks, novelty fireworks, pinwheels, rockets, shells, poppers/snaps, and aerial and ground spinners are prohibited within the Project.

Section 11. Barbecues. Except as to those places expressly designated by the Association, barbecuing and hibachis shall be limited to the rear Yard area appurtenant to each Unit.

Section 12. Flammable or Hazardous Activities and Substances. Occupants shall not engage in any hazardous activity, and no flammable or hazardous substances shall be introduced into or manufactured within any Unit or the Common Areas which might result in the violation of any law or in the cancellation of the insurance or increase in the Association's insurance rate on the Common Areas of the Project.

Section 13. Trash Disposal. Waste, such as food, must be disposed of through the garbage disposer, whenever possible. Occupants must place household trash in plastic trash bags and in designated receptacles. Trash receptacles must be stored in an area not visible by the public or adjacent Units, they can, however, be placed in the area designated for refuse collection no earlier than the evening prior to collection, and shall be removed the same day following collection.

Section 14. Tents and Temporary Structures. Occupants shall not place within the front or rear Yard of a Unit or any part of the Project any tent or any structure of a temporary nature. Notwithstanding the foregoing, party tents, tarps and temporary structures are permitted in the rear Yard of a Unit provided that the Owner shall not continue to use the structure beyond the special event for which it is planned and shall remove the tent or temporary structure within forty-eight (48) hours following the conclusion of such special event. Placement of any such structure on any Unit for any purpose longer than four (4) days may require application and approval of the Hoakalei Resort Architectural Review Committee or the Board, and may be subject to such additional regulations as may be provided in the Architectural Guidelines.

Section 15. Sewer Lines. Occupants may not flush sanitary napkins, tampons, paper towels, or any other materials down the toilets, which may clog sewer lines.

Section 16. No Objects to be Hung from Windows, Lanais, or Walkways. Occupants may not hang clothes, bedding, carpeting, or anything else from windows, lanais or walkways visible from adjoining or nearby Units. Notwithstanding the above, temporary holiday or special event decorations are permitted to be displayed on a Unit, provided they are not installed sooner than thirty (30) days before the holiday or event and are removed not later than fifteen (15) days after the holiday or event, are used in such a manner as to not cause an improper or offensive use or condition in the reasonable opinion of the Board, and are otherwise in compliance with the Architectural Guidelines.

### **ARTICLE III. USE OF COMMON AREAS**

Section 1. Restrictions on Use. All Common Areas shall be used only for their respective purposes as designated in the Increment Declaration.

Section 2. Driveways, Roadways and Pathways. All driveways, roadways, lanes and pathways must not be obstructed or used for any recreational purpose or any purpose other than ingress or egress. Except as may be provided in the Declaration or as may be adopted by the Board, parking in any portion of the driveways, roadways (excluding designated parking stalls), lanes and pathways is prohibited and is subject to immediate towing.

Section 3. Use of Recreation Area. The recreation area that will be located within Kipuka at Hoakalei development ("Recreation Area") is intended for the use and enjoyment of all Owners and tenants of the Project, including their respective guests. The Recreation Area is comprised of an open grassed area, children's play area with play equipment, a swimming pool and jetted spa, gas grills, restrooms and related facilities. Up to four (4) guests per unit may accompany an Owner or tenant and utilize the Recreation Area and the related facilities without the prior approval of the Board or its designee(s). Any person using the Recreation Area agrees to abide by the House Rules and legitimate instructions of staff, if any, as a condition of remaining on the Recreation Area premises. The following rules and regulations shall apply to the use of the Recreation Area, including the pool, spa, restroom and related facilities, which rules and regulations may be amended from time to time by the Board:

#### **A. General.**

(a) Any person entering the Recreation Area does so at his or her own risk to safety and personal property. Any person entering the Recreation Area agrees not to hold the Board, the Association, or the developer of the Project for any loss or damage to any personal property brought on the Recreation Area, including property stored in any storage area or left within the Recreation Area.

(b) Owners will be held financially liable for any Association property that they, their renters or guests damage, misplace, abuse or render unusable, except for damage due to normally anticipated wear and tear. No Association property may be removed from the Recreation Area premises without the prior approval of the Board or its designee(s).

(c) Persons using the Recreation Area facilities shall not threaten, intimidate, abuse or use any profane language against any other person while on the premises. Harassment is a petty misdemeanor criminal offense

(d) Gambling, illicit use of drugs, and consumption of alcohol, are



prohibited in the Common Areas, including all portions of the Recreation Area. Smoking is not permitted within the pool and/or spa area.

(e) No motorized vehicle or wheeled device such as scooters, shoes, motorcycles, motorbikes, skateboards, roller-skates, roller blades or bicycles (other than to and from the premise), shall be driven or ridden within the Recreation Area premises. Such motorized vehicles or wheeled devices such as scooters, motorcycles, motorbikes, and bicycles shall be parked only in areas authorized by the Board. Any activity or use of equipment, which the Board or its designee(s) deems injurious to users of the facilities or damaging to property, is prohibited. Notwithstanding any other provision herein, this rule shall not prohibit persons with disabilities from using a motorized vehicle or wheeled device on the premises as reasonably necessary for the use and enjoyment of the Recreation Area premises.

(f) Commercial activity and soliciting within the Common Areas, including any portion of the Recreation Area, is prohibited unless prior written approval has been obtained from the Board.

(g) Radios and other sound equipment are permitted within the Recreation Area premises provided the volume is controlled and not a nuisance to other Occupants as determined by the Board or its designee(s).

(h) Specific areas of the facilities may be closed for maintenance or repairs from time to time and the Board or its designee(s) will endeavor to provide pre-notice where practicable.

(i) The Board or its designee(s) may waive any part of these rules for any supervised class or activity, provided that all Occupants are treated in a fair and equitable manner.

(j) Pets. Pets are permitted in the grassy portions of the Recreation Area, provided they are carried or confined on a leash, and any droppings are immediately cleaned up after by a responsible person at all times. Pets are not permitted anywhere within the pool and/or spa area at any time. . Dogs and Cats found and trapped in the common area will be defined as feral unless that animal has a collar with an id as required by county statute. Feral animals will be removed without notice from the Association.

(k) Activities. No activities are permitted within the Recreation Area that would cause a nuisance or an unreasonable interference with or unreasonable annoyance to the peaceful possession or proper use of the Recreation Area by any other Occupant.

(l) Hours of Use. The Board may regulate the hours of use of the Recreation Area by the adoption of rules from time to time.

(m) Play Equipment. All play equipment shall be used in accordance with such rules as may be adopted by the Board from time to time.

(o) Children. Children (as defined in Fair Housing Act) should be accompanied and supervised by a responsible adult while within the common areas of the Project. The Owner is responsible for the conduct of their dependant, tenant and guest children and their compliance with house rules.

B. Swimming Pool and In-Ground Jetted Spa ("spa").

(a) The pool and spa is for the use of Kipuka at Hoakalei residents and

accompanied guests between the hours of 9:00 a.m. to 9:00 p.m. Sunday through Thursday and from 9:00 a.m. to 10 p.m. Friday and Saturday The pool, spa, grills, kitchen, restrooms and poolside areas are closed during all other hours unless approved in advance by the Board. Persons entering or remaining in the pool enclosure outside of these posted hours will be considered in violation of these rules and subject to punitive action. The Kipuka Fining Policy is located on [Kipukacommunity.com](http://Kipukacommunity.com) for download.

(i) The pool area is equipped with a video surveillance and alarm system. Entering the pool area is consent to be video recorded by the Association.

(ii) FOBs shall be used to gain access to the pool area during operating hours. At least one member of a resident group must have a FOB for the group to enter the pool area. The Owner of the FOB is designated as the sponsoring owner. Opening the gate to allow others to enter makes the sponsoring Owner of the person opening the gate responsible for the entering party's conduct. FOB (with number) must be presented/shown upon demand of other pool area users.

(iii) Persons not presenting a FOB upon request must exit the pool area immediately or be considered trespassing and subject to legal and administrative actions.

(iv) Pool Gates must be closed and latched after entry. Not closing gates may result in actions under the Association's Fining Policy.

(v) a FOB be must be used to unlock the gate and exit after operating hours.

(vi) FOBs that do not work should be reported on [kipukacommunity.com](http://kipukacommunity.com)'s Resident Forum tab.

(vii) Climbing over the pool area fences or gates may result in actions under the Association's Fining Policy. The Kipuka Fining Policy is located on [Kipukacommunity.com](http://Kipukacommunity.com) for download.

(b) The Sponsoring Owner is responsible and liable to the Association by allowing access to the pool area by the use of the unit's FOB and the conduct of all who enter under the use of the FOB. This extends to granting access to others by opening the gate for others to enter in lieu of a FOB. There is no lifeguard on duty at the pool or spa. Any person using or entering into the swimming pool or spa does so at his or her own risk. The Sponsoring Owner is solely responsible that members of their party possess swimming skills or are in the care of someone who does. The Association will not be responsible for any injury or loss of property. All users (and their sponsoring owner) shall indemnify, save, protect, defend, and hold harmless the Association, the Board, employees and agents, and all other owners and occupants, from any and all liability and damages caused by or happening to the user.

(c) Complete showering is REQUIRED before entering the pool or spa. All ointment, suntan or skin products, and sand must be washed off from body and attire before entering the pool or spa. A second showering is required before entering the pool and/or spa after the use of restroom facilities.

(d) The sponsoring owner is responsible for the conduct of dependant, tenant and guest children in the pool area per Article III.3.B.(b). The Association cautions owners that that high temperatures in the spa and water depths in the pool present a risk and it is the owner's sole obligation to mitigate those risks..

(e) No food or any glassware, bottles, containers, etc. of any type are permitted in the pool and spa. In addition, eating. or drinking while in the pool and/or spa is prohibited.

(f) Swimming attire must be worn by all persons using the pool or spa. Persons must remove all hairpins, bobby pins, hair rollers, or other hair ornaments and any jewelry before entering the pool or spa. All persons with shoulder length hair or longer must either wear a swim cap or tie their hair back.

(g) No tossing of foreign objects into the pool or sticking of hands or objects into the skimmer is permitted. In addition, no metal objects are allowed in the pool and/or spa.

(h) Occupants may not bring or allow any pet or comfort animal to be in the pool or spa area; provided, however, disabled persons who depend upon a service animal for assistance may be permitted to bring such animal onto the premises; provided further that such animal shall (i) be on a leash; (ii) not be allowed in the swimming pool or spa, and (iii) not cause a nuisance or create unreasonable disturbances.

(i) Persons with skin abrasions, open blisters, inflamed eye infections, or wearing bandages or who have open wounds are prohibited from using the swimming pool or spa. Persons with infectious and communicable disease are prohibited from entering the pool or spa area. Violations of this rule will result in loss of access to the pool or spa area.

(j) No running, rough-housing, ball playing, pushing, shoving, carrying someone on your shoulders, conduct not conducive to safety, or unreasonable noise is allowed in the pool or spa area.

(k) No "bombing", diving, somersaults, or sliding down the handrails into the pool is allowed. No jumping into the pool from the deck or any part of the walls, rock features or railings surrounding the pool is allowed. . The rock features are hollow and for decorative purposes only. Climbing on the rocks is strictly prohibited because of the risk of severe injury,

(l) Spitting, spouting of water, blowing the nose, and urinating are unsanitary and therefore are NOT allowed in the swimming pool or spa. The Board or its designee(s) reserve the right to use its discretion in prohibiting any act or conduct by any person that may be potentially harmful to themselves, others or property.

(m) Any person using the pool or spa who is incontinent, experiencing diarrhea or loose bowels, i.e. .• unable to retain a bodily discharge voluntarily, are prohibited from using the pool or spa. Infants and toddlers ("not potty trained") must wear clean waterproof swim diapers or other leak-proof protective clothing. Infants and toddlers shall use swim diapers to prevent contamination. . In the event of a discharge, the responsible individual must immediately inform all pool users to immediately vacate the pool, and then inform the site manager or Association Board member of the incident. The sponsoring Owner will be financially responsible for all costs associated with the cleanup and restoration of the pool.

(n) After using the pool or spa, bathers must dry off thoroughly before walking through the Recreation Area.

(o) Towels, mats, caps, trash and other personal belongings shall be removed from the area when the person leaves.

(p) The lifesaving and cleaning equipment is strictly for those purposes and SHALL NOT be used as play items by anyone in the pool or spa area.

(q) The pool and/or spa is subject to being closed for cleaning in the event of an accidental fecal or vomitus discharge. All pool and spa users shall leave the area and the pool and spa will be closed until the water quality meets the prescribed health standard.

(r) For safety reasons, no use of electrical products (including cell

phones, ipods, or other musical devices) shall be used in the pool or spa.

(s) Balls, surfboards, boogie boards, inflatable mats, floating chairs, rafts, or toys of any kind or type are not permitted while in the pool and/or spa. Safety "wings" and life vests are permitted.

(t) The Board or its designees is authorized to eject any violator of the above pool or spa rules from the pool and spa area. Suspension of pool privileges may be initiated against repeat offenders by the Board.

#### Section 4. Pedestrian Pathways.

(a) Vehicles. No motorcycles, mopeds, motorized scooters, or any other motorized vehicles are permitted to be operated on any pedestrian pathways or sidewalks. Owners accept liability for use of non-motorized bicycles and skateboards on pathways and roadways by family members and guests and are responsible to ensure that the vehicles are operated in a safe and courteous manner.

(b) Graffiti. It is forbidden to place any graffiti on or otherwise deface any portion of the Project.

#### Section 5. Parking and Automobiles.

(a) Operation of Vehicles. All vehicles, including but not limited to automobiles, trailered boats, motorcycles, mopeds, and bicycles, must be kept within the roadways, driveways, and parking areas of the Project.

(b) Speeding. Vehicles shall not be driven at speeds in excess of fifteen (15) miles per hour on any roadway, driveway, or lane unless otherwise posted. Speeders may be fined under the Association's Fining Policy. The Kipuka Fining Policy is located on [Kipukacommunity.com](http://Kipukacommunity.com) for download..

(c) Traffic Signs. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians, and ensure that their vehicles operate quietly.

(d) Guest Parking Stalls. There are a total of 51 street parking stalls in Kipuka designated as either exclusive guest parking or guest parking stalls. No parking is allow on Kipuka's Kaikohola Street other than in a street parking stall.

(i) 20 of those spaces are set aside for Exclusive Guest Only parking and are intended to be used exclusively by guests, visitors, and invitees of Unit owners between the hours of 6:00 a.m. and 2:00 a.m. the following day (the "Exclusive Guest Stalls"). These Exclusive Guest Only stalls are identified by signage and marked as a courtesy by yellow striping, by yellow curbs and by the letter "G" following the number for that space, Unless prior arrangements are made with the Association, no overnight parking (between 2am to 6am daily) in these Exclusive Guest Only Stalls by guests, visitors and invitees of Unit owners shall be permitted.

(ii) All other guest parking stalls along the roadway may be used by residents of a Unit on a first-come, first-served basis, if not utilized by guests, visitors, and invitees of Unit owners, provided that parking in any Non-Exclusive Guest stall does not exceed 24 hours (unless prior authorization is obtained from the Association). Commercial vehicles, boats, boat trailers, trailers, and oversized vehicles (defined as vehicles whose length exceeds the stall markings) are prohibited from street parking unless specifically authorized by the Board. Exceptions to this rule may be made for moving vans, delivery trucks, landscaping crew vehicles, repair trucks, other workers' vehicles who have legitimate business with residents; these vehicles may be parked in the stalls on the Property until 1800 (six PM)., after which they must be removed from the property. The

Board may designate or restrict selected parking spaces for trash pick-up or container use per section 5 (e). The Board may establish towing at violators' expense and/or require decals/placards to be displayed upon owner, tenant and guest vehicles while on the property.

(iii) . Owners may request the board authorize short-term parking of pods, shipping containers and renovation trash. The Board reserves the right to designate specific guest parking spaces for the container(s) and the period of time/dates allowed for the use of the parking spaces. The Board is not required to grant the request but if granted, the requesting owner shall be responsible for returning the parking area to its original state including but not limited to pavement damage, common area damage, and cleanliness. The Board is authorized to assess expenses required to correct deficiencies, and to remove unauthorized containers at the Owner's expense..

(e) Occupant Parking. Except as may otherwise be provided in the Increment Declaration, Occupants shall park vehicles and trailers (including boat trailers) only in each Unit's respective garage. If a Unit also has a concrete apron deemed appropriate for parking as described herein, the Occupants may also park vehicles (but excluding boat trailers) on said concrete apron, subject to such other reasonable rules and regulations as may be set forth in the House Rules as the Board may adopt. Except as otherwise provided above in this section, all vehicles parked within the Project shall be parked wholly within the boundaries of the garage (with garage door closed at all times unless an Occupant is actively working in the garage) or concrete apron; as the case may be. There shall be no parking within the roadways, driveways, or lanes except in designated stalls and as may be permitted by the Board. In addition, parallel parking on the concrete apron between the driveway and a Unit's garage door is strictly prohibited. Parking is permitted on the concrete apron provided that (a) the vehicle is parked such that either the front or rear end of the vehicle is facing the garage door; and (b) the vehicle is entirely on the concrete apron and at least one (1) foot from the edge of the roadway improvements. Parking of oversized commercial vehicles within the Project is prohibited.

(f) Registration of Automobiles. All Owners or Occupants within the Project shall register all their automobiles, motorcycles, mopeds and other motorized vehicles with the Association. Changes to vehicle ownership shall be reported to the Association within 30 days of the event. All vehicles parked on the street or operated on the Property must have a current state registration. Violations will be subject to towing at the owner's expense.

(g) Violations and Enforcement. Notwithstanding any provision herein to the contrary, any improperly parked or stored vehicle within the Project may be towed away by the Association at the expense of the owner of such vehicle, and each Owner shall be responsible for the payment of the towage and related charges for any person using the Project by, through or under such Owner. In addition to towing, the Owner may be fined for parking violations. The Kipuka Fining Policy and Parking & Enforcement Policy are located on [Kipukacommunity.com](http://Kipukacommunity.com) for download.

Section 6. Camping. No camping or use of tents on the Common Areas is allowed at any time, unless otherwise approved by the Board.

Section 7. Trees and Other Landscaping. No Occupant shall disturb, cut, trim, damage or remove any of the trees located in the landscaped areas within the roadway, lanes; front Yard areas (where the Association has undertaken the maintenance), or any other Common Areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the Common Areas of the Project.

Section 8. Liability for Damage. Each Owner shall be liable to the Association for all costs and expenses, including attorneys' fees and costs, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the Common Areas or to the property of another, which damage or destruction was contributed to or caused by the Owner or anyone on the premises pursuant to the Invitation or authority of such Owner.

Section 9. Safety Considerations. Climbing on any fences, trees, walls, retaining walls, perimeter walls or other structures is prohibited. In addition, no Occupant may enter any portion of the Golf Course from a Unit or the Project, including at the gate located near the Project entrance, unless permission has been obtained from the golf course proprietor

Section 10. Bicycles, Skateboards, and other vehicles. Bicycles shall not be ridden on walkways or planted areas. Skateboards are not to be ridden anywhere within the Project. Unlicensed motorized vehicles will not be permitted to be operated within the Project.

#### **ARTICLE IV. MISCELLANEOUS**

Section 1. Association Disclaimer of Liability. All persons using the premises do so at their own risk and must exercise caution at all times. The Association, its officers, directors, agents and employees shall not be liable in any manner whatsoever for loss of or damage to any personal property of, injury to, or death of, any person whether such loss, damage, injury, or death occurs in a Unit or in the Common Areas of the Project.

Section 2. Deliveries. The Association, its officers, directors, employees, and agents shall not be liable for loss of or damage to packages or other deliveries, or for any article or for any personal property of an Occupant placed in, left at, outside of, or about the Unit or Common Areas.

Section 3. Loss of Personal Property. The Association shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the Common Areas, or any area of the Units or buildings.

Section 4. Appointment of Local Agent. If an Owner's residence is outside the State of Hawaii, or if the Owner is absent from the Unit for more than thirty (30) days, the Owner must designate a local agent to act on their behalf. Non-resident Owners must file with the Board or its Managing Agent their out-of-town address, email and telephone number, and the address and telephone number of their local agent. . Owners must comply with the requirements specified in Article II, Section 1 of this document.

Section 5. Registration of Occupants.

(a) Owners who purchase a unit must file their name, their contact address, their contact phone number and their contact email with the Board within 30 days of the recording of the unit's purchase and any other reasonable information as may be requested by the Association from time to time.

(b) Owners not occupying their unit are required to provide the name of the on-island agent, agent mailing address, agent phone and agent email within 30 days of the recording of the unit's purchase or departure from Oahu.

(c) Owners taking occupancy of a Unit must provide the Association at the Association's website or by mail the information required by the Association's registration within seven (7) business days of occupancy.

(d) Owners are responsible for registering their tenants or lessees, and other occupants who occupy any Unit for a period of ten (10) calendar days or longer at the Association's website by furnishing the Board with the information required by the Association's registration form within seven (7) business days.

(e) Owners are responsible for notifying the Board through



kipukacommunity.com, Resident Forum Tab or by mail of changes to registration information and may be subject to fines for not keeping their information current. The Kipuka Fining Policy is located on Kipukacommunity.com for download.

Section 6. Maintenance Employees of the Association. Maintenance employees of the Association are employed at the sale direction of the Board. During prescribed hours of work they may not be diverted to the private business or employment of any Occupant. Occupants may not ask maintenance employees to leave the Common Areas.

Section 7. Compliance with Laws; Kipuka at Hoakalei Documents. Occupants must observe all laws, ordinances, rules and regulations existing now or in the future of any governmental authority and shall at all times comply with the provisions of the Kipuka at Hoakalei Documents.

Section 8. Copies of House Rules. Copies of these House Rules shall be provided to an Owner upon such Owner's request, provided that such Owner pay a reasonable fee for duplicating, postage, stationery, and other administrative costs associated with handling the request.

Section 9. Lockouts. The Association is not responsible for lockouts or for providing the Unit owners with any extra sets of keys for their Units.

Section 10. Actions Required Pursuant To Sale Of Unit. Owners selling their units are required to notify the Association of the Escrow Closing Date so that the water meter can be read. Owners not complying shall be assessed a monetary fine. The Kipuka Fining Policy is located on Kipukacommunity.com for download.

Section 11. Annual Meeting Proxy.

(a) An Owner failing to submit/provide a completed proxy for the Association's Annual Meeting or fails to attend the Association shall be considered as "Not Present". In the event the scheduled Annual meeting must be adjourned due to lack of an owner quorum, each "Not Present" owner shall be assessed expenses and costs to reissue the proxy for the rescheduled Annual Meeting.

(b) Owners submitting/providing a completed proxy or registering at the Annual Meeting shall be considered present for the Annual Meeting and all rescheduling of the Annual Meeting.

## **ARTICLE V. VIOLATION AND ENFORCEMENT OF THESE RULES**

Section 1. Reporting Violations and Damages.

(a) Reporting of Violations. The Board shall take all corrective actions regarding violations of these House Rules and damages to the Common Areas. Residents should promptly report to the Board or Managing Agent any violations of the Increment Declaration or House Rules.

(b) Damages to Common Areas. The Board shall survey damage to Common Areas and determine the repair or replacement costs, and all such costs, including legal fees, may be assessed by the Board against the person or persons responsible, including Owners.

Section 2. Right of Entry in Favor of Association; Failure to Maintain. Each Owner shall permit the Board and its designees at all reasonable times to enter upon the Limited Common Elements of a Unit and examine the state of repair and condition of the exterior of any portion of a Unit or the Limited Common Element appurtenant to such Unit. If any nonconformance or violation

with the Declaration, Bylaws or the House Rules comes to the Board's attention as a result of such inspection, the Board may give notice of such nonconformance or violation to such Owner. Within sixty (60) days after such notice, the Owner shall remedy the nonconformance. If the correction may be made within a reasonable time but cannot be reasonably be made within Sixty (60) days, the Owner will not be in default under this Section if the correction is begun within the sixty (60) day period and is thereafter continuously and diligently undertaken to completion by the Owner. If the Owner refuses or neglects to commence and complete the correction in time, the Board may make such repairs or cause the same to be made at the Owner's expense and subject to the Owners obligation of reimbursement to the Association. In such a case, the Board and the Association shall not be responsible to the Owner or to any persons claiming by or through the Owner for any loss or damage that may be caused to its or their property or business, other than such loss or damage which arises out of the gross negligence or willful misconduct of the Association or any Board member.

Section 3. Costs of Enforcement. All costs of enforcing the above provisions, including reasonable attorneys' fees, incurred by or on behalf of the Association, shall be promptly reimbursed by the Owner and/or Occupant in violation of the Increment Declaration and/or House Rules.

Section 4. Monetary Fines. The Board of Directors may impose reasonable monetary fines upon any Owner, Occupant or other person who fails to rectify an Increment Declaration or House Rule violation within a reasonable time after receiving notice of such violation.

Section 5. Penalties. In addition to or in lieu of monetary fines, the Board of Directors may impose reasonable penalties, including but not limited to the removal of privileges.

## **ARTICLE VI. AMENDMENTS**

Section 1. These House Rules may be amended upon the majority vote of the Board at a duly called meeting of the Board.

### Amended

2/15/2018 by majority Board vote.



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