

**HOUSE RULES
FOR
KO OLINA KAI GOLF ESTATES AND VILLAS**

**AS ADOPTED MARCH 24, 2004
AND UPDATED JUNE 4, 2007
AND UPDATED JANUARY 1, 2012
AND UPDATED JANUARY 1, 2014**

These House Rules supplement but do not change the obligations of the Owners, Occupants and Guests (as such terms are defined below) in Ko Olina Kai Golf Estates and Villas condominium project (the "Project"), and all, as set forth in the Declaration of Condominium Property Regime of Ko Olina Kai Golf Estates and Villas (the "Declaration") and the By-Laws of the Association of Apartment Owners of Ko Olina Kai Golf Estates and Villas (the "By-Laws"). In the event of any inconsistency, the Declaration or the By-Laws, as the case may be, will control.

The primary purpose of these House Rules is to protect all Owners, Occupants and Guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein. Owners, Occupants, and Guests that traverse onto adjoining Projects or the Ko Olina Golf Course, are subject to the adjoining property rules.

The Board of Directors (the "Board") of the Association of Apartment Owners of the Project (the "Association") shall be responsible for enforcing these House Rules, but such responsibility may be delegated to a General Manager by the Board. All Owners and other Occupants and Guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

The Board shall make such other rules and regulations from time to time or may amend the following House Rules as it deems necessary or desirable.

A. DEFINITIONS.

1. "Condominium Map" shall mean Condominium Map No. 1623, which sets forth the layout, location, floor plans, elevations, dimensions and apartment numbers of the apartments, the name of the Project, the location, floor plans and elevations of the other buildings, if any, the general location and layout of common areas, the metes and bounds description of any limited common element land and yard or courtyard areas and the location and identification of parking stalls, lanais and said land and yard or courtyard areas.

2. "Design Committee" shall mean the committee created pursuant to the By-Laws to oversee and exercise control over the improvements, renovations, replacements or other modifications of the apartments and other improvements of the Project.

3. "Design Committee Rules" shall mean the rules and regulations that may be promulgated and adopted by the Design Committee.

4. "Estates" shall mean each of the apartments contained within sixty (60) one-story to two-story single-family condominium dwelling unit structures, as more particularly depicted on the Condominium Map. Each such apartment shall be individually referred to herein as an "Estate Apartment."

5. "Guest" shall mean a guest, family member, invitee or other visitor of an Owner or an Occupant.

6. "Master Declarations" shall mean those certain Ko Olina Declaration of Covenants, Conditions and Restrictions dated December 1, 1986, recorded in said Office as Document No. 1419771, as the same may be amended or supplemented from time to time; and Declaration of Covenants for Ko Olina Community Association dated December 1, 1986, recorded in said Office as Document No. 1419773, as the same may be amended and/or supplemented from time to time.

7. "Occupant" shall mean any person (other than an Owner) renting, leasing or otherwise occupying an apartment in the Project.

8. "Owner" shall mean a fee simple owner or co-owner of an apartment in the Project, and shall include all persons characterized as an "Owner" or "Apartment Owner" in the Declaration.

9. "Villas" shall mean each of the apartments contained within forty-four (44) two-story multi-family condominium dwelling unit structures, as more particularly depicted on the Condominium Map. Each such apartment shall be individually referred to herein as a "Villa Apartment."

B. USE OF APARTMENTS. The apartments shall be occupied and used by the respective Owners thereof, their Occupants and Guests only for residential purposes and in compliance with the restrictions contained in the Master Declarations (as per Amended Master Declaration), the Declaration, the By-Laws, these House Rules, the Design Committee Rules and the respective apartment deeds. No apartment or limited common element of the Project shall be used for transient or hotel purposes, or in connection with the carrying on of any business, except as expressly permitted in the Declaration. Time-sharing and rentals with lease terms of less than 30 days (e.g. daily or weekly rentals) are strictly prohibited. Any unit rented for less than 30 days is subject to a \$1,000 fine for the initial violation. Each additional violation shall result in escalating fines of \$3,000 for the second fine and \$5,000 for each fine thereafter. In the event a unit is considered in flagrant violation of this policy the Board may take any / all necessary actions to stem the disruption to the Community / Operations. All associated costs for such action, to include all legal costs, shall be the unit owner's sole responsibility to pay.

C. TEMPORARY OCCUPANCY.

1. **USE BY OWNERS, OCCUPANTS AND GUESTS.** Subject to the terms of the Declaration, By-Laws and such Owner's apartment deed, an Owner may lease or rent their apartment or make it available to friends, but the Occupants leasing, renting, living in or occupying the apartment shall abide by the Master Declarations, the Declaration, the By-Laws,

the Design Committee Rules and these House Rules, and the Owner shall assume full responsibility for said Occupants' and Guests' conduct.

2. **CONDUCT OF OCCUPANTS AND GUESTS.** An Owner shall be responsible for the conduct of any Occupants and Guests. An Owner shall, upon request of the Board or the General Manager, immediately abate and remove, at their sole cost and expense, any structure, thing or condition that may exist with regard to the occupancy or use of their apartment by any such Occupants contrary to the intent and meaning of the provisions hereof, or, if an Owner is unable to control the conduct of any such Occupants to conform with the intent and meaning of the provisions hereof, such Owner shall, upon request of the Board or the General Manager, immediately remove such Occupants from the premises, without compensation for lost rentals or profits, or any other economic or other damage resulting therefrom.

3. **OBSERVANCE OF LAWS.** Every Owner, Occupant and Guest shall at all times observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, the Association or the Board applicable to the apartment and the Project.

4. **REGISTRATION OF OCCUPANTS/GUESTS.** An Owner shall be responsible to immediately register with the General Manager all Occupants leasing, renting, living in or occupying their apartment and the Occupant's vehicle(s). Failure to register vehicles with the General Manager may result in an Occupant's vehicle being towed at the Occupant's expense.

D. PETS.

1. Dogs, cats and other customary household pets (as determined by the Board) in reasonable number and size as determined by the Board (but not to exceed a total of two (2) such animals per apartment) and fish, birds or other similar animals may be kept in the apartment.

2. In no case shall poultry or other livestock or any animal prohibited by any applicable law (including Chapter 514A of the Hawaii Revised Statutes, as amended, or any rules and regulations promulgated thereunder) be allowed anywhere on the Project.

3. Except as otherwise provided herein, no pets shall be allowed on the common elements except in transit and when carried, walked or exercised on a short leash. A pet may be tied to a lead not longer than 8 feet on a Villa lanai as long as the lead is tied securely around a fixed pillar which is attached to the building. Attaching the lead to a stake in the ground or any other semi-permanent fixture is strictly prohibited. In the case of a pet being tied to a lead on a common area Villa lanai, the pet must be attended to and supervised at all times by a capable person- "capable" as defined as: a person strong enough to physically control the animal and restrain it, should the need arise, from any contact or confrontation with any other person(s) or pet(s) walking by on the common elements. Pets may be exercised or walked on the common elements only if such pets are at all times under the complete control and supervision of a capable person, defined above. Pets are never allowed on the golf course. Owners, Occupants or Guests shall ensure that if their pet(s) produces any waste or unsanitary material or condition

anywhere on the common elements, that any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such Owner, Occupant or Guest.

4. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any Owner, Occupant or Guest or any other pet may be ejected from the Project on the demand of the General Manager provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection. Such "remedies" may include, but not be limited to, requiring that the pet wear a muzzle at all times while walking on a leash on the common elements, as well as certification of obedience training and/or behavioral modification by a licensed professional. If a dog bites another human being or pet within the boundaries of Ko Olina Kai it will be required to be muzzled at all times while on the common elements of the property until the Board assessment is complete.

5. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled Owners, Occupants or Guests depend for assistance shall be permitted to be kept by such Owners, Occupants and Guests in their apartments and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. These animals shall fall under the classification of "Service" animals, not "Pets", and the Owner/Occupant must provide certification in the form of a Service Animal Exemption Letter to be placed on file with the General Manager from his or her current treating physician; should the Owner/Occupant already have the maximum of two "Pets" residing in the apartment in addition to the service animal. If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, Occupant or Guest, or another pet on property, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to, the safety or health of, other Owners, Occupants or Guests, or pets.

6. In no event shall the Board, the Association or the General Manager be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Owner's, Occupant's or Guest's pet, guide dog, signal dog or other animal. By acquiring an interest in an apartment 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 or Guest's pet, guide dog, signal dog or other animal.

7. All pets and other animals kept anywhere on the Project must be registered with a photo immediately with the General Manager.

8. The following breeds of dogs, including mixed breeds, are prohibited in Ko Olina Kai: Akita, Cane Corso, Chow Chow, Dalmatian, Doberman Pinscher, German Shepherd, Great Dane, Husky, Malamute, Mastiff (Bull Mastiff and Neapolitan Mastiff), Pit Bull (American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Staffordshire Terrier), Presa Canario, Rottweiler, and Saint Bernard. Service dogs are excluded.

E. COMMON AREAS.

1. **OBSTRUCTIONS, USES.** All sidewalks, walkways, recreational areas (if any), and roadways must not be obstructed or used for any purpose other than ingress and egress, or in the case of recreational areas, for any purposes(s) for which such areas are designated by the Board. Bicycles, skateboards, scooters, roller-skates and roller-blades, may be used on roadways within the Project but are not allowed in any of the other common areas at any time. Roof access of the Villas is prohibited except for licensed maintenance personnel authorized by the General Manager.

2. **THROWING OBJECTS FROM BUILDING.** Nothing shall be thrown or permitted to be thrown from the windows of any apartment in the Project, including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

3. **BARBECUING.** Outdoor cooking shall be permitted by the Owners of Estates within the limited common element Estates Land Area, as defined in the Declaration, appurtenant to said apartments, but shall not be permitted within any of the Villas or within the common areas identified and depicted on the Condominium Map and described in the Declaration for the Project. Outdoor cooking is allowed, however, on the lanai area of any Villa Apartment, but not on any Villa driveway or in any Villa garage. Outdoor cooking is also permitted in any designated barbeque area of the Project. All outdoor cooking is subject to regulation by the Board, and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted. Only electric grills and gas grills using a propane tank are permitted. Cooking that involves any other source of open flame, such as charcoal or wood burning grills are strictly forbidden.

4. **AESTHETICS.** No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: (i) in the case of an Estate Apartment, the unsightly placement, storage or stowing (as determined by the Board or General Manager) of non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, or other items of personal property in any limited common element Estates Land Area (as defined in the Declaration), lanais, porches (if any), balconies or driveways, the use of outside clothesline or other outside clothes drying or airing facilities, the use of unshaded or improperly shaded lights that create objectionable glare, or the placement of any garbage cans, household or commercial supplies or other similar articles outside the apartment, or in a place where they can be seen from outside any such apartment and (ii) in the case of a Villa Apartment, the unsightly placement, storage or stowing (as determined by the Board or General Manager) of non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, or other items of personal property in any common element (as defined in the Declaration), or limited

common element lanais (if any), balconies (if any) or any area outside of such apartment, the use of outside clothesline or other outside clothes drying or airing facilities, the use of unshaded or improperly shaded lights that create objectionable glare and the placement of any garbage cans, household or commercial supplies or other similar articles outside the apartment, or in a place where they can be seen from outside any such apartment, except as the Board shall prescribe. Every Owner, Occupant or Guest is to do their part and to use their influence on all members of their household to do their part towards abating unsightliness within the Project to the fullest practicable extent.

5. CONSTRUCTION OF PERMANENT & TEMPORARY STRUCTURES. Any construction, erection, or placement, permanently or temporarily, on the outside portions of the apartment, whether such portion is improved or unimproved, is prohibited unless expressly authorized by, and then subject to such conditions as may be imposed by Ko Olina Kai Design Committee or By-Laws with regard to temporary structures for special events. This shall include, without limitation, signs, energy conservation equipment, exterior lights (except traditional holiday decorative lights, which may be displayed from the day after Thanksgiving until January 7 only), basketball hoops, swing sets and similar sports and play equipment, clotheslines, garbage cans, woodpiles, exterior sculpture, fountains, artificial vegetation, swimming pools, air conditioning and similar equipment; antennas, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite, or other signals of any kind; and hedges, walls, dog runs, animal pens, or fences of any kind.

6. AUTOMOBILES, BOATS, TRAILERS. The storage or repair of any trailer, boat or automobile in a manner that is visible from other apartments of the Project or any roadway or walkway of the Project is absolutely prohibited. Moving pods, containers, trucks or trailers may be left in the Loading Zone, apartment driveway(s) or common areas with a Parking Pass not to exceed 7 calendar days. Temporary or permanent parking of any boat or trailer in areas of the Project that are visible to the public shall be strictly prohibited. A POD or similar moving unit may not be left in the common areas for longer than 7 calendar days unless approved by the General Manager.

7. PERSONAL PROPERTY. No items of personal property, including baby carriages, play equipment, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on or within any of the common element areas or limited common areas. Trash, including recyclables, is considered to be personal property and occupants that place trash out for pick-up in other than approved bins are responsible for ensuring it is properly contained and stored. Bulky trash items such as mattresses, furniture, appliances, etc., cannot be placed curbside and must be disposed of independently. Articles of any kind left in any of the common element areas may be removed and disposed of at the Owner's risk and expense at the direction of the Board.

8. STREET TREES AND OTHER LANDSCAPING. No Owner, Occupant or Guest shall disturb, cut, trim, dig, damage, stake into the ground or remove any of the trees located in the landscaped areas adjacent to roadways, the limited common element, Estates Land Area (excluding the designated private yard area) as described in the Declaration, Recreational Facilities area or Guest parking areas, nor harm, dig, stake into the ground, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping placed or planted on any of the common elements of the Project. Additionally, to prevent

damage to underground systems, no Owner, Occupant, or Guest shall dig or put stakes into the ground in the landscaped areas of the limited common elements. This restriction shall in no way limit the right of an Owner or Occupant of any Estate Apartment to cut, trim, dig, stake into the ground, remove or otherwise upkeep and maintain any landscaping within the designated private yard area within the Estates Land Area appurtenant to an apartment.

9. **TERMITE INSPECTIONS.** No less frequently than once each month, (a) the Association, through the General Manager, shall cause the exterior of all Villa buildings to be inspected for evidence of termite infestation, and (b) the Owner of each such apartment shall inspect the interior of their apartment for such evidence. At least once each year, the Association, through the General Manager, may cause the exterior and interior of each such Villas building (including the interiors of the apartments) to be inspected for termite damage. Each Owner shall cooperate with the Association in providing access to their apartment for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the General Manager. The cost of such inspection shall be charged only to Owners of the Villa in accordance with the Product Fee (as such term is defined in the Declaration) attributable to said Owner's apartment. Each Estate Owner shall be responsible for inspecting and treating their Estate periodically for termites. Visible evidence of termite damage shall be considered and treated as unsightliness in accordance with paragraph E.4 above. The Board or General Manager may take appropriate action against an Apartment in the Project for non-compliance with this section in accordance with paragraph M.

10. **SIGNAGE.** The Bylaws of Association of Apartment Owners of Ko Olina Kai Golf Estates and Villas Article V, Section 3, paragraph (a) states that no Owner or Occupant of an Apartment shall post any advertisement, bill, poster, or other sign on or about the Project, except as authorized by the Board. Signs noting the presence of a home security system are allowed with the restriction that there may be only two standard-sized home security signs per residence, one located in the front and one in the back of the property. Window decals noting the presence of a home security system are subject to review and approval by the Design Committee.

11. **GARBAGE CANS.** Garbage cans and recycling bins must be located in the garage at all times except for the following times; from 5:00 PM the day prior to a scheduled trash pick-up day to 9:00 AM the day following a scheduled trash pick-up day. Items left in trash cans and recycling bins are considered to be personal property and are not to be tampered with or removed.

12. **FLAGS.** The American flag may be displayed (from dawn to dusk) on the front of the Villas and Estates on federal holidays and other days designated by the Board. The dimensions of the flag and location of flag mount on the structure are in accordance with Design Rules.

F. **PARKING.**

1. **PARKING.** Parking in unmarked paved areas is prohibited, except for temporary loading and unloading. Parking is not permitted on any sidewalk, street or thoroughfare. Parking on grass areas is always prohibited. No vehicle belonging to an Owner or Occupant may be parked or left unattended, except in the Owner's or Occupant's garage, which is a part of each apartment, or such apartment's limited common element driveway. No part of any vehicle parked in a driveway may extend beyond where the end of such driveway meets the curb, so as to protrude onto a curb, street or thoroughfare. Only Guests may park in the designated Guest parking stalls or areas. Guests parked in guest parking after 10:00 PM must have a guest parking permit issued by the General Manager or the Security roving patrol. When workmen are performing work on an apartment, the Owner or Occupant shall advise them to park in any available Guest stall. All vehicles shall be centered in the designated Guest parking stalls so as to prevent crowding of adjacent stalls and blocking of passages.

All vehicles (including but not limited to cars, trucks, vans, motorcycles, golf carts, etc.) belonging to Owners or Occupants and parked in limited common element driveways must display proof of current registration and safety inspection on all license plates in accordance with City and County Ordinances and Statutes. Golf carts and low speed vehicles must be registered with KOCA and must display the decal issued by KAT on the driver's side of the hood, as well as a triangular slow moving vehicle emblem meeting ASAE Standard S276.2 mounted on the rear of the vehicle base.

All vehicles parked in limited common element driveways must be in good condition, repair, and appearance. No rusty, dilapidated or otherwise decrepit equipment that would be considered to be "unsightly" will be allowed. The acceptability of the appearance of any vehicle parked in limited common driveways or any common element on the property will be at the discretion of the Board, and/or General Manager.

RESIDENT PARKING

The House Rules and Regulations permit residents (owners or tenants) to park registered vehicles in the designated driveway associated with their apartment. The vehicles must have current state registration, safety inspection, and appear to be in running condition. Vehicles must be kept clean and fit completely in the driveway. Street parking for residents is strictly prohibited.

Residents are also prohibited from parking in the guest parking stalls and may be towed away at Owner's expense after two warnings. Temporary parking in guest stalls while loading and unloading or while waiting on another resident is not allowed.

Residents with cluttered garages, golf carts, or excess vehicles may not use guest parking stalls. However, special situations such as moving, home renovations, etc. will be evaluated by the general manager on a case-by-case basis if the need arises.

The only exception to guest parking is that residents may park in the guest's stall adjacent to the recreation center during normal operating hours only. Resident(s) must be present in the recreation center for this exception to be valid.

PARKING DECALS

Each vehicle belonging to a resident must be registered with the general manager and possess a Ko Olina Resort parking decal. The parking decal must be visible when the vehicle is on Association property. Vehicles without a parking decal may be towed away after two warnings at the Owner's expense. A nominal fee is required for tenant decals and must be renewed annually.

Residents living in Ko Olina Kai for more than 30 days but less than six months will receive a static cling decal upon registration. Static cling decals may also be given to residents staying longer than 30 days that drive rental or company vehicles upon request.

2. **GARAGES.** Any Owner, Occupant or Guest may make any use of their garage, provided that such use does not violate the Master Declarations, the Declaration, the By-laws, these House Rules, the Design Committee Rules and/or any Federal, State or County law, regulation or code; provided that the garage shall not be used by any Owner, Occupant or Guest as an additional living space. Garage doors shall remain closed at all times when not in use.

3. **REPAIRS.** Any Owner, Occupant or Guest washing, cleaning or polishing cars within the Project shall thoroughly clean the area immediately after such use. Any repairs of a motor vehicle or any equipment associated with such repairs shall not be permitted in any driveway or in any of the common elements of the Project.

4. **GOLF CARTS & LOW SPEED VEHICLES.** All golf carts and low speed vehicles must be registered with KOCA and equipped with motor vehicle equipment compliant with federal, state and local laws and regulations and as is appropriate for motor vehicle safety, as outlined in the KOCA guidelines. The owner of a golf cart or low speed vehicle must provide proof of adequate liability insurance for the vehicle and all operators of golf carts and low speed vehicles must be 16 years of age or older and duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car. Golf carts and low speed vehicles are not allowed on any Common Areas except roadways, driveways, parking lots or in designated parking areas only. Golf carts and low speed vehicles shall be driven in a safe and cautious manner. Pedestrians shall always have the right of way. Operators must obey all traffic signs. Golf carts can only be operated during daylight hours between sunrise and sunset unless equipped with all lamps cited in Paragraphs 2 (1)-(4) of the KOCA guidelines, and such other equipment as may be required by federal, state or local laws and regulations. Golf carts and low speed vehicles operated on any roadway shall be driven in the right-hand lane, or as close as practicable to the right-hand curb or edge of the roadway; they must always travel in a single file; utilize a minimum safe following distance of at least three cart lengths (about 20 to 25 feet); utilize the appropriate hand signals with extreme caution as outlined in the KOCA guidelines, must not carry more passengers than the designated capacity; and the parking brake must be firmly set when parked. The Association may prohibit any operator from using the roadways of the Project if it determines at the discretion of the Board or General Manager that the severity and/or frequency of infractions justifies such action.

5. **COMMERCIAL VEHICLES.** The parking of commercial vehicles or equipment, tractors, mobile homes, campers, camper trailers or other recreational vehicles, boats or other

watercraft, or trailers in places other than enclosed areas screened from view is prohibited within the property, unless expressly authorized by, and then subject to such conditions as may be imposed by the Board. Construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to an apartment or Common Areas.

6. **SPEEDING.** Vehicles shall not be driven in excess of the posted speed limit on any driveway or roadway of the Project. Drivers are expected to observe traffic and directional signals for the safety of all and to exercise extreme caution in the operation of any type of vehicle within the Project.

7. **RESPONSIBILITY FOR DAMAGE.** Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage.

8. **VIOLATIONS.** Any Owner, Occupant or Guest of an apartment who violates the parking regulations of this section is subject to having their vehicle towed per the current approved Ko Olina Kai Parking Policy and the Owner, Occupant or Guest of such apartment shall be responsible for payment of the towing charge

G. NOISE AND NUISANCES.

1. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the Master Declarations, Declaration, By-Laws or these House Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or the common elements by other Owners or Occupants.

2. Owners, Occupants and Guests of the apartments shall avoid causing or creating unreasonably excessive noises of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors, fumes, dust and smoke to emanate from their apartments, and/or common or limited common areas.

3. Radios, televisions, stereos, musical instruments, etc., must be played at a reduced volume after 10:00 PM and before 8:00 AM.

4. Excessive noise at any time should be reported to the General Manager who will decide on appropriate action. If unable to contact the General Manager, the Owner or Occupant can contact either the Honolulu Police Department or the Ko Olina Kai security team (contact the General Manager for security team's phone number).

5. Noise due to departing Guests, particularly at night, shall be kept at a minimum.

H. BUILDING MODIFICATIONS.

1. Except as permitted by the Declaration, the By-Laws, and/or the Design Committee Rules, nothing shall be allowed, done or kept in any apartment or the common elements of the Project which would be a violation of the law or would overload or impair the floors, walls or ceilings of the apartments or cause any increase in the ordinary insurance premium rates or cause

the cancellation or invalidation of any insurance maintained by or for the Association. Waterbeds are not permitted in the Project.

2. Except as set forth in the Declaration and/or the Design Committee Rules, no structural changes of any type shall be permitted either within or without an apartment without prior consent and written approval of the Design Committee in accordance with the By-Laws and such other approvals as may be required by applicable law or Declaration or Master Declarations.

3. Every Owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within their apartment, the omission of which would adversely affect any common elements or any other apartment, and shall be responsible for all loss and damage caused by their failure to do so.

4. Maintenance of individually owned apartments, including all of the items and fixtures included as part of the apartment in the Declaration, is the responsibility of their respective Owners and/or Occupants. Accordingly, all repairs of internal installations within each apartment, such as water, light, power, sewage, telephone, sanitation, windows, lamps, and other fixtures and accessories belonging to such apartment, including the interior walls, floors, ceilings and garage of such apartment shall be the responsibility of the Owner of such apartment and made at such Owner's expense.

5. Except as otherwise permitted in the Design Committee Rules or by the Design Committee, no private radio, television or other outdoor antenna, including, but not limited to satellite dishes, will be erected or installed on or anywhere within or without the apartments or the common elements, without the prior consent in writing of the Board.

6. Except as otherwise permitted in the Declaration, the Design Committee Rules or by the Design Committee, no additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the buildings or that affect structural integrity, other than those originally offered by the Developer.

I. EMPLOYEES OF THE ASSOCIATION.

1. No maintenance employee shall be asked by an Owner, Occupant or Guest to leave the common elements or to perform any tasks. Rather, the maintenance employee is under the direction of the General Manager and the Board.

2. Cleaning of individually owned apartments, including all interior windows, is a responsibility of the respective Owners and Occupants.

J. HAZARDS.

1. The common elements (other than specifically designated parks and recreational areas) shall not be used for recreational activities of any kind. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

2. Unless the Board gives advance written consent in each and every instance, Occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, butane, or other explosives or other articles deemed extra hazardous to life, limb or property. The only exceptions to these restrictions are that small quantities of gasoline for lawn equipment or other personal uses may be maintained by occupants in an approved gasoline stowage container and small quantities of propane for cooking may be kept in approved 5 gallon or smaller tanks.

K. RECREATIONAL FACILITIES. The Recreational Facilities area, which is located in the common area of the Project and is designated on the Condominium Map, consists of two (2) swimming pools, cabanas, a multi-purpose building, pool deck and barbeque facilities and spa. The following are general rules applicable to the Recreational Facilities area; however, additional rules may be adopted by the Board and enforced by the General Manager:

1. The Recreational Facilities area is for the exclusive use of all Owners, Occupants and their Guests. Proper identification must be presented to security or management personnel upon request. No persons under the age of fourteen (14) may use the adult pool or spa at any time, unless accompanied by a parent or guardian.

2. Personal furniture, other than that provided by the Association, shall not be used in the Recreational Facilities area. Association-provided furniture, accessories and equipment shall not be removed from those areas. Persons who use this area are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.

3. Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited. Such activities may be subject to a fine levied by the Association.

4. All persons using the Recreational Facilities area to do so at their own risk.

5. The Association or General Manager may post additional rules in the Recreational Facilities area from time to time, and Owners and Occupants and their Guests must conform therewith.

6. Swimming Pools/Spa. There are two (2) swimming pools: the adult pool and the kiddy pool. No persons under the age of fourteen (14) may use the adult pool or spa at any time, unless a parent or guardian accompanies them. The following guidelines will apply to each of these pools, as appropriate.

a. Pool and spa hours are as follows: Daily - 8:00 AM TO 9:00 PM.

b. The “buddy” system is recommended for all swimmers at all times. No one should swim alone.

c. The use of the pool is expressly limited to Owners and Occupants or their Guests. Each Apartment is limited to six (6) Guests total at a time and at no time shall one group monopolize the facilities unless the Owner or Occupant has made prior arrangements with the General Manager for a large function. Our community is for the quiet enjoyment of all Owners and Occupants or their Guests.

d. All gate latches will be latched closed at all times. This is for the safety of all, especially children that may wander into the area without adult supervision.

e. Absolutely no running, pushing, diving or horseplay around or in the pool will be permitted. This includes “dunking” activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to Owners, Occupants or Guests.

f. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pools without proper and effective diaper protection.

g. Inflatable items, sun-mats, surfboards, styrofoam floats, “boogie boards,” or other large objects of this nature will not be permitted. Only Coast Guard approved flotation devices shall be permitted.

h. No playing ball on deck. Ball playing, Frisbee and football tossing are not permitted in the pool facility.

i. No person is to enter any pool after application of any tanning or sunscreen preparation without first taking a shower. Please do not use suntan oil prior to entering the pool without rinsing off first.

j. Misuse of any pool and patio furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool.

k. No glassware of any kind is allowed on the pool deck. Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in the pool and around the pool areas is not allowed.

l. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Association, shall be used within the pool area. Please make sure to turn-off the gas valves if not in use, and keep these areas clean.

m. No pets are allowed in the pool areas at any time, except that visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs and certified service dogs, respectively, with them at the pool area while utilizing such facilities.

n. Bicycles, skateboards, scooters, roller-skates, roller-blades, toys or other wheeled vehicles are not allowed in any of the common areas at any time.

o. Ko Olina Kai is a family-friendly community, and less than appropriate attire in any common area, including the pool/recreation areas, is not allowed. Nudity or nude sunbathing in these areas will not be tolerated. Lack of compliance to appropriate dress standards in common areas by residents or their guest will result in the offenders being requested to leave the premises by the General Manager or his representatives on duty.

p. Climbing over the gates and fences in the pool area is prohibited.

q. Persons with skin disorders, colds, coughs or communicable diseases are asked to refrain from pool use due to the potential risk of health problems to others.

r. Immoral, lewd or indecent conduct in the pool is not permitted.

s. Portable televisions and radios are not permitted unless used with headphones.

t. The Board of Directors reserves the right to deny use of the pools to anyone at any time or to waive the applicability of some of the rules herein pursuant to request by the Owner for special functions.

u. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pool and barbecue facilities. **The pools have no lifeguard on duty.**

v. Owners, Occupants, and Guests shall not consume food or drinks while in the pool.

7. The Recreational Facility's pavilion and one of the cabanas and its respective barbecue area at the pool will be available for Owners and Occupants to reserve for their use. Owners and Occupants reserving the pavilion and this cabana are not allowed to use at the time of the reservation any additional cabanas. Reservations are made with the General Manager and will be on a first-come first-serve basis. The General Manager shall keep a log of such reservations. Reservation for this cabana consists of a maximum duration of four (4) hours per event with a twenty (20) guest maximum for Cabanas 2 & 3 and up to thirty (30) guest maximum for Cabana 1 and the Pavilion.

8. The General Manager will provide each Owner with a key to allow entrance to the pool. If the Owner is not the Occupant of the residence, it will be the Owner's responsibility to provide the pool key to the Occupant. The replacement cost for a lost, stolen or misplaced key is \$50.00. The General Manager shall maintain a record of pool key disbursement.

9. Each violation of any rule specified in the Recreational Facilities paragraph is subject to penalty as established in the current approved Ko Olina Kai Fining Policy.

L. GENERAL HOUSE RULES.

1. The General Manager is not required to give access to apartments or buildings without the written permission of the responsible Owner, Occupant, or their authorized agent.

2. Owners and Occupants shall file their name, address and telephone number and signature with the General Manager upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the General Manager with such other reasonable information as shall be requested from time to time.

3. Each Owner and Occupant shall be responsible for the keys to locked entrances to their apartment. See Section 7 of Right of Access from By-Laws.

4. Each Owner and Occupant shall assume full responsibility for protecting their apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

5. Any activity which violates local, state or federal laws, ordinance, rules or regulations is strictly prohibited within the property.

6. Toilets, sinks, and other water apparatus in the apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid by the Owner of such apartment.

7. The arm entrance/exit gate and the swing entrance/exit gate at the main entrance to Project shall not be tampered with. Any damage resulting from misuse or tampering of these gates shall be repaired and paid for by the offending party.

8. Each Owner shall observe and adhere to these House Rules and ensure that their Occupants and Guests also observe and comply with the Master Declarations, the Declaration, the By-Laws, these House Rules and/or any Design Committee Rules. Owners will be responsible for their Occupants' and all Guests' observance of the Master Declarations and House Rules as set forth herein. In the event expenses are incurred due to violations of these House Rules by any such Occupants for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees.

9. If the immediate service of the Honolulu Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the General Manager. Owners and their Occupants and/or Guests shall conform to the rules of the "Amended and Restated" "Declaration of Covenants" and "Amended and Restated By-Laws" of Ko Olina Community Association and upon entering all adjoining community associations within Ko Olina Resort and Marina.

M. VIOLATIONS OF THESE RULES.

1. REPORTING VIOLATIONS AND DAMAGES.

a. Corrective actions regarding violations of the By-Laws or House Rules and damage to the common elements will be handled by the Board as it may decide and should be reported promptly to the Board or the General Manager.

b. Damage to common elements shall be surveyed by the Board or the General Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against (i) Owners, including any of their Occupants or Guests responsible for damages caused directly or indirectly by them and (ii) Occupants and Guests.

c. All persons shall comply with and cooperate with the requests of the General Manager with respect to matters of personal conduct in and about the common elements.

d. Any violation of a rule or regulation specified in this document is subject to penalty as established in the current approved Ko Olina Kai Fining Policy.

2. THE VIOLATION OF ANY OF THESE HOUSE RULES SHALL GIVE THE BOARD, THE GENERAL MANAGER OR THEIR AGENTS THE RIGHT TO:

a. Levy fines in accordance with the procedure set forth in the By-Laws; and /or

b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting owner (whether or not caused by the Owner or by any person for whose conduct the Owner may be responsible); and/or

c. Enter the apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether or not caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board or the General Manager shall not thereby be deemed guilty in any manner of trespass, provided, however, that judicial proceedings must first be instituted before any items of construction can be altered or demolished; and/or

d. Any other remedies available by law and on a case by case basis, and through proper judicated channels.

N. GENERAL PROVISIONS.

The Board will be distributing this policy at a minimum on a one-time basis. It will then remain in effect until modified by the Board. At any time in the future when the policy is modified, it will be redistributed to the Owners. It is the responsibility of the Owner to provide a copy of the House Rules to any Occupant or Guest.

O. BOARD OF DIRECTORS

Owners wishing to address the Board at any of the regularly scheduled Board of Directors' meetings are requested to supply the Board with the following information in writing one week prior to the scheduled board meeting:

1. Submit a written request, in advance, addressed to the Board of Directors with what they plan to discuss, along with what they want to see done to resolve the issue.
2. The General Manager will review and attempt to resolve. However, if the General Manager cannot resolve to the Owner's satisfaction, the request will be submitted to the Board as an agenda item for the next Board meeting.
3. Prior to the Board meeting, the Owner is to be informed to the maximum amount of time allowed for discussion.

P. FINE POLICY

WHEREAS, the By-Laws of the Association of Unit Owners of Ko Olina Kai Golf Estates & Villas gives the Association's Board of Directors the power to establish penalties and fines and any interest thereof as it deems appropriate with respect to enforcement of the provisions of the Declaration, By-Laws, and the Rules and Regulations.

WHEREAS, in accordance with this power, the Board has approved a fining policy for violations.

RESOLVED, the Board adopts the following fining policy for any violation of the Association's Declaration, By-Laws, or Rules & Regulation by unit Owners, and all invitees, guests, employees and tenants of unit Owners and all occupants of the unit. Tenants will be held responsible for House Rule violations and the responsibility to provide House Rules to the tenants by the Owner of the unit. Fines for infractions by tenants will be charged to the Owner of the unit.

1. Procedure

a. First violation. A courtesy violation letter sent to the unit Owner citing the specific violation(s) and requesting corrective action within 10 days.

b. Second violation. An automatic fine is issued. An Owner or person appointed on behalf of the Owner (property manager or tenant) can request to appear at a hearing before the Board of Directors' appointed designees to address the cited violation(s) in no less than 30 days. At such hearing, the Owner or other person charged shall have the right to present oral and written evidence and to cross-examine adverse witnesses. The panel will render a written decision within seven (7) days after the hearing and specify the fines or penalties levied, if any, and the reasons therefore. If the homeowner fails to request a hearing or provide written evidence against the charges, the fine plus any other monetary penalty will then be imposed against the homeowner.

c. Continuing or repeat violations. A written violation letter sent to the unit Owner

and a continuing monetary penalty assessed on a daily basis against the Owner, without additional notice or hearing. The Board may initiate after three (3) such violation notices, any appropriate legal proceedings or other remedy, such as but not limited to a written demand to the Owner for eviction or other disciplinary action. All costs incurred by the Association to enforce violations or collect fines are to be borne by the Owner of the defaulting unit.

Subsequent, continuing or repeat violations are defined as a violation of the same rule or regulation previously violated. Violation of another rule or regulation will be treated and considered new. Violations shall remain on file for a period of three (3) years. Violations older than three (3) years will not be considered as a previous violation.

If a violation occurs at the same unit, but by a different invitee, guest, employee, tenant or other occupant, the violation will not be considered a subsequent infraction if the new occupant is registered with the General Manager.

No proceeding shall be brought against any Owner or other person more than 60 days after the occurrence of the events upon which the charge is based, unless the Owner or other parties involved are unavailable during such 60 day period.

2. Schedule of Fines

a. Declaration, By-Laws, or House Rules Violations:

1st fine \$25.00 2nd fine \$50.00 3rd fine \$100.00.

b. Design or Residential Modification Committee Violations will be fined \$150.00 per violation. The violation must be corrected within 14 days or the owner is subject to additional fines as determined by the Board of Directors.

Fines may be increased by the Board to cover the cost of repairs or damages to property, other individuals or the Association.

Any action which in the opinion of the Board of Directors creates a danger to residents or staff will result in a citation and an immediate \$100.00 fine assessed against the Owner. The Board of Directors reserves the right to enjoy, abate, or remedy by appropriate legal proceedings, any violation of the Rules and Regulations that is a substantial and undeniable threat to life, limb, or property of any unit owner, resident, tenant, guest, or invitee.

3. Appeal Process

Violations may be appealed within 30 days of the written decision rendered by the appointed panel by forwarding a written request to the Board of Directors for KOK. If a request for appeal is not received within the 30 day period, the violation and fine will be final.

4. Payment of Fines

All unit Owners will be liable for the payments of fines that have been assessed to their units. If the Owner fails to pay or appeal within the appeal process, the fine that has been assessed will be

forwarded to the Association's attorney for collection.

Q. AMENDMENTS.

These House Rules may be amended in the manner set forth in Article X, Section 1 of the By-Laws.

The foregoing House Rules are hereby adopted by the Board acting on behalf of the Association.