



KO OLINA  
HILLSIDE VILLAS

92-1506 Aii Nui Drive, Kapolei, HI 96707

# HOUSE RULES & Resident Information

*Effective – September 9, 2015*

## RESIDENT MANAGER'S CONTACT INFORMATION

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*CONTACT INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.*

**Please read these House Rules carefully.  
Each resident and owner is responsible for knowing the Rules and complying with them.**

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
	<b>INTRODUCTION</b> .....	<b>2</b>
<b>A.</b>	<b>DEFINITIONS</b> .....	<b>3</b>
<b>B.</b>	<b>USE OF VILLA APARTMENTS</b> .....	<b>4</b>
	1. Use of Villa Apartments	
	2. Business Limitations	
	3. Rentals of Villas Apartments	
<b>C.</b>	<b>OCCUPANCY</b> .....	<b>4</b>
	1. Use by Owners, Residents and Guests	
	2. Abatement and removal of Residents & Guests	
	3. Observance of Laws	
	4. Registration of Residents	
<b>D.</b>	<b>PETS</b> .....	<b>5</b>
	1. Limitations of Pets	
	2. Livestock	
	3. Pets in Transit	
	4. Waste and Unsanitary Materials	
	5. Disturbances Caused by Pets	
	6. Pets for/of Disabled Residents	
	7. Liability for Pets	
	8. Registration of Pets	
<b>E.</b>	<b>COMMON AREAS</b> .....	<b>6</b>
	1. Obstruction, uses	
	2. Throwing Objects from Buildings	
	3. Outdoor Cooking; Barbecuing	
	4. Aesthetics	
	5. Boats and Trailers	
	6. Personal Property	
	7. Trees & Landscaping	
	8. Termite Inspections	
	9. Signage	
	10. Garbage Cans	
	11. Project Employees	
	12. Window Cleaning	
<b>F.</b>	<b>PARKING</b> .....	<b>8</b>
	1. General Parking Rules	
	2. Garages	
	3. Vehicle Cleaning and Repairs	
	4. Speed Limit and Signage	
	5. Damage to or by Vehicles	
	6. Violations	
<b>G.</b>	<b>NOISE AND NUISANCES</b> .....	<b>9</b>
	1. General Noise and Nuisances	
	2. Quiet Hours	
	3. Reporting Excessive Noise and Nuisances	
<b>H.</b>	<b>BUILDING MODIFICATIONS</b> .....	<b>10</b>
	1. Alterations to Villa Apartments	
	2. Approval for Villa Apartments Alterations	
	3. Maintenance of Villa Apartments	
	4. Antennas and Satellite Dishes	
	5. Alterations to Original Design	
<b>I.</b>	<b>HAZARDS</b> .....	<b>11</b>

	1. Common Area use	
	2. Hazardous Materials	
	3. Fires	
	4. Decorative Torches & Lamps	
	5. Fireworks	
<b>J.</b>	<b>RECREATIONAL FACILITIES .....</b>	<b>11</b>
	1. Authorized Use	
	2. Access key	
	3. Cleanliness	
	4. Furniture	
	5. Prohibited Activities	
	6. Assumption of Risk	
	7. Posted Rules	
	8. Spa Use	
	9. Pool and Spa Guidelines	
	10. Reservations of Recreational Facility	
<b>K.</b>	<b>OTHER GENERAL RULES .....</b>	<b>14</b>
	1. Access	
	2. Keys	
	3. Personal Responsibility	
	4. Proper use of Equipment	
	5. Observance of Rules	
	6. Emergency Response	
	7. Golf Carts	
<b>L.</b>	<b>VIOLATIONS, DAMAGES AND FINES .....</b>	<b>15</b>
	1. Reporting Violations and Damages	
	2. Correcting Violations	
	3. Fines	
	4. Hearings	
<b>M.</b>	<b>BOARD OF DIRECTORS .....</b>	<b>16</b>

### INTRODUCTION

These House Rules supplement but does not change the obligations of the Owners, Residents and Guests as defined in the Governing Documents for the Ko Olina Hillside Villa Condominium Project (the "Project"). In the event of any inconsistency, the Governing Documents and/or applicable laws, in order of their legal hierarchy, will control.

The primary purpose of these House Rules is to protect all Owners, Residents 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.

The Board of Directors (the "Board") of the Association of Owners of Ko Olina Hillside Villa (the "Association") shall be responsible for enforcing these House Rules. This responsibility may be delegated to the Resident Manager (the "Manager"), Security or the Managing Agent (the "Agent") by the Board. All Owners, Residents and Guests shall be bound by these House Rules and by standards of reasonable conduct, covered by these House Rules or not.

**A. DEFINITIONS** *(listed in Alphabetical order)*

1. **“Board”** shall mean the Board of Directors.
2. **“Common Elements”** shall mean the roadways, landscape grounds, mail enclosure, recreation facilities, parking areas, sidewalks and any other spaces exclusive of the villa apartments and limited common elements within the Property.
3. **“Condominium Map”** shall mean Condominium Map No.17 and 18 , which sets forth the layout, location, floor plans, dimensions, villa apartment numbers, the name of the Project, the location, floor plans and elevations of the other buildings and if any, the general location and layout of common areas, the metes and bounds descriptions of the limited common element land, yard or courtyard areas and the location of parking.
4. **“Design Committee”** shall mean the committee created pursuant to the Bylaws to oversee and exercise control over the improvements, renovations, replacements or other modifications of the villa apartments and other improvements of the Project.
5. **“Design Committee Rules”** shall mean the rules and regulations that may be promulgated and adopted by the Design Committee.
7. **“Governing Documents”** shall mean all of the documents that the owners are bound by when they become an owner at the Project. These documents include the Master Declaration, the Declaration, the Bylaws, these House Rules, the Design Committee Rules, the respective villa apartment deeds and all applicable laws (defined herein).
8. **“Guest”** shall mean a guest, family member, service provider, vendor, invitee or any other visitor of an Owner or Resident.
9. **“Laws”** shall mean all Federal, State, City or County laws, regulation or codes that apply to the Project. States law includes, but not limited to, HRS 514A & HRS514B, which govern condominium projects in Hawaii.
10. **“Limited Common Elements”** shall include the unit’s attached garage, driveway to attached garage, lanai/yard area, and covered entry walk.
11. **“Master Declaration”** shall mean the Ko Olina Community Association Declaration of Covenants, Conditions and Restrict 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.
12. **“Owner”** shall mean an owner or co-owner of a villa apartment in the Project, and shall include all persons characterized as an “Owner” or “Villa Apartment Owner” in defined in the Declaration.
13. **“Resident”** shall mean any person (other than an Owner) renting, leasing, borrowing or otherwise using or occupying a villa apartment in the Project.

14. **“Villa Apartments”** shall mean any of the one hundred seventy-four (174) two-story multi-family condominium dwelling units, as more particularly depicted on the Condominium Map. Each such villa apartment shall be individually referred to herein as a “villa apartment.”

## **B. USE OF VILLA APARTMENTS**

1. **Use of Villa Apartments.** The villa apartments shall be occupied by the Owners thereof, their Residents and Guests and be used for residential purposes only and in compliance with the restrictions contained by Law and in the Governing Documents.
2. **Business limitations.** No villa apartment shall be used for conducting or carrying on of any business, except as expressly permitted in the Declaration.
3. **Rental of Villa Apartments.** There is a minimum rental period of 30 continuous days for all villa apartments at the Project. These limitations are specified by Law and by the Governing Documents and will be strictly enforced.
  - a) Renting, leasing, loaning, advertising, or offering to rent or lease a villa apartment for a period of less than 30 continuous days (e.g., daily, weekly or biweekly rentals) is strictly prohibited and will be a violation of these House Rules.
  - b) Time-sharing or similar fractional use is prohibited.
  - c) Using any villa apartment for transient or hotel purposes is prohibited.
  - d) **Specific fines for violations of this section:** Violation of the above stated restrictions on rentals of villa apartments will result in a written warning notice.
    - **First violation-** a written citation given or sent to the villa apartment owner and posted on the villa apartment door to alert the resident of the violation.
    - **Second and subsequent violations** – includes a written citation given or sent to the villa apartment owner (and posted at the villa apartment) along with a fine of: (i) \$1000.00 for a second violation issued for the same offense, and (ii) \$3,000 for a third or subsequent violation issued for the same offense. All fines shall be cumulative and may be imposed daily for continuing violations.
    - The Board may seek other remedies as provided by Law in order to have the non-compliant homeowner cease and desist prohibited use violations at the Project. All cost of such remedies will be billed to the unit in violation.

## **C. OCCUPANCY**

1. **Use by Owners, Residents and Guests.** Subject to the terms of the Governing Documents, an Owner may lease or rent their villa apartment or make it available to friends. All Residents and Guests are required to abide by the Governing Documents and the Owner of the villa apartment assumes full responsibility for said Residents’ and Guests’ and their conduct.
2. **Abatement and Removal of Residents and Guests.** An Owner shall, upon request of the Board, 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 villa apartment by their Residents or Guests that are contrary to the intent and meaning of the provisions of the Governing Documents. If an Owner is unable to control the conduct of their Residents or

Guests so that they conform with the intent and meaning of the provisions hereof, such Owner shall, upon request of the Board immediately remove said Residents or Guests from the premises, without compensation for lost rentals or profits, or any other economic or other damage resulting there from.

3. **Observance of Laws.** Every Owner, Resident and Guest shall at all times observe and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Board as applicable to the villa apartment and the Project. Including these House Rules.
4. **Registration of Residents.** Owners and Residents are required to register with the Resident Manager and receive a copy of these House Rules prior to taking occupancy of a villa apartment. Registration shall include their name, address, telephone number, vehicle information and other reasonable information that may be requested from time to time. It is also the owners responsibly to ensure that their leasing agent(s), if used, register their Residents and all of the residents vehicle prior to occupancy.

#### D. **PETS**

1. **Limitations of Pets.** Dogs, cats and other customary household pets of reasonable sizes, not to exceed a total of two (2) of such animals per villa apartment. Fish, small birds or other similar animals in reasonable number and size, as determined by the Board, may also be kept in the villa apartments.
2. **Livestock.** In no case shall poultry, livestock and/or any other animal prohibited by law be allowed anywhere on the Project.
3. **Pets in Transit.** Pets shall only be allowed on the common elements when in transit provided that they are carried or on a short leash: six feet or shorter. Pets may be exercised or walked on the common elements if such pets are at all times under the complete control of a capable person and on a short leash.
4. **Waste and Unsanitary Materials.** No Owner, Resident or Guest shall permit their pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements. In the event that such waste or unsanitary material or condition occur, Owner, Resident or Guest who is with or owns the pet shall immediately remove and disposed of the waste or unsanitary material.
5. **Disturbances Caused by Pets.** Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or is considered a threat to the health or safety of any Owner, Resident or Guest may be ejected from the Project on the demand of the Board or their agents. 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 pets' owner an opportunity to remedy the situation short of ejection.
6. **Pets for/of Disabled Residents.** Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled Owners, Residents or Guests depend for assistance shall be permitted to be kept by such Owners, Residents and Guests in their villa 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.

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, Resident or Guest, 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 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, Residents or Guests.

7. **Liability for Pets.** Pet owners assume solely responsible for their pet(s) and the actions of their pet(s). In no event shall the Board, the Association, its employees or the Managing Agent 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, Resident's or Guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a villa apartment in the Project each Owner agrees to indemnify, defend and hold harmless the board, the Association, its employees 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 Resident's or Guest's pet, guide dog, signal dog or other animal.
8. **Registration of Pets.** All Residents must register their pets with the Resident Manager prior to the pet taking occupancy in the villa apartment with their owner(s). Pet owners must provide a recent picture of the animal for identification.

#### E. **COMMON AREAS**

1. **Obstructions, Uses.** All sidewalks, walkways and roadways must not be obstructed or used for any purpose other than ingress and egress.
2. **Throwing Objects from Building.** Nothing shall be thrown or permitted to be thrown from the windows of any villa apartment in the Project, including, but not limited to, keys, cigarettes, matches, and fireworks of any kind.
3. **Outdoor Cooking: Barbecuing.**
  - a) Outdoor cooking is allowed on the lanai area of any villa apartment, but not on/in any villa apartment driveway or garage. Outdoor cooking is also permitted in the designated barbeque area of the Project.
  - b) All outdoor cooking is subject to regulation by the Resident Manager and the Board, and shall be conducted in a safe manner so as not to be offensive to any neighbor.
  - c) Only electric grills and gas grills using a propane tank are permitted. Charcoal and wood burning grills and hibachis are prohibited.
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:

- a) the unsightly placement, storage or stowing (as determine by the Board in its sole discretion) of non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, hoses, or other items of personal property in any common element or limited common element lanais, or
  - b) the use of outside clothesline or other outside clothes drying or airing facilities.
  - c) 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 villa apartment, or in a place where they can be seen from outside any such villa apartment, except as the Board shall prescribe.
  - d) Every Owner, Resident 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. **Boats and Trailers.** The temporary parking, permanent parking, storage or repair of any boat or trailer that is visible to the public or from other villa apartments or any roadway or walkway of the Project is absolutely prohibited.
6. **Personal Property.**
- a) No items of personal property, including, but not limited to, baby carriages, play equipment, bicycles, surfboards, packages, hoses, boxes or crates shall be left or allowed to stand on or within any of the common element areas. Articles of any kind left in any of the common element areas may be removed by the Board or Resident Manager and disposed of without further notice.
  - b) Notwithstanding the foregoing, nothing shall prohibit an Owner from keeping such items or other similar items within any limited common land or yard areas, provided that the storage or arrangement of such items does not qualify as “unsightliness” as such term is defined herein.
7. **Trees and landscaping.** No Owner, Resident or Guest shall cut, trim, harm, remove, disturb or damage in any way any of the trees, plants, shrubs, groundcover or other elements of landscaping placed or planted on any of the common elements of the Project or on the adjacent roadways.
8. **Termite Inspections.**
- a) When directed by the Board, as often as they may determine necessary, the Board may require the exterior and interior of each villa apartment building (including the interiors of the villa apartments) to be inspected for termite damage. Each Owner and Resident shall cooperate in providing access to their villa apartment for the purpose of such inspections.
  - b) Between such inspections, villa apartment owners are responsible for periodically inspecting and treating their villa apartment for termites.
  - c) Report any evidence of termite infestation or damage to the Resident Manager.
  - d) Visible evidence of termite damage shall be considered and treated as unsightliness in accordance herein.
9. **Signage.**
- a) The Bylaws of the Project states that no Owner or Resident of a villa apartment shall post any advertisement, bill, poster, or other sign on or about the Project, except as authorized by the Board.



- b) For home security warnings, signs noting the presence of a home security system are not allowed. With the exception, of a 3"X 5" window decal on the front door glass and rear window noting the presence of a home security system is permitted.
10. **Garbage Cans.** Garbage cans **must** be located in the garage at all times except for the following times; from 6:00 PM the day prior to a scheduled trash pick-up day to 9:00 AM the day following a scheduled trash pick-up day.
11. **Project Employees.**
- a) No Project employee shall be asked by an Owner, Resident or Guest to leave the common elements or to perform any tasks for them.
  - b) Project employees are not permitted to work inside privately owned villa apartments at any time.
  - c) All Project employees and service providers are under the direction of the Resident Manager.
12. **Window Cleaning.** Cleaning of individually owned villa apartments, including all interior and exterior windows, is the responsibility of the respective Owners and Residents.

**F. PARKING**

1. **General Parking Rules.**
- a) Parking in unmarked paved or unpaved areas is prohibited, except for temporary loading and unloading.
  - b) No vehicle belonging to an Owner or Resident may be parked or left unattended, except in the Owner's or Resident's garage or limited common element driveway, which is a part of each villa apartment.
  - c) Only Guests may park in the designated Guest parking stalls. Service providers or vendors (i.e. workmen, care takers, delivery people, etc.) that are performing work on a villa apartment are considered guests and the Owner or Resident shall advise them to park in any available guest stall.
  - d) All vehicles shall be centered in the designated Guest or handicap parking stalls so as to prevent crowding of adjacent stalls and blocking of passages.
  - e) Handicap parking stalls are intended for use by handicap persons. Vehicles using the handicap stall should display the appropriate State or City and County issued decal inside the vehicle indicating that they are authorized to utilize a handicap stall.
  - f) All registered vehicles must have current registration, insurance coverage and safety inspection documentation.
2. **Garages.**
- a) Any Owner, Resident or Guest may make any use of their garage, provided that such use does not violate the Governing Documents.
  - b) Garage shall not be used by any Owner, Resident or Guest as an additional living space.
  - c) Garage doors shall remain closed at all times when not in use.

3. **Vehicle Cleaning and repairs.**
  - a) **Cleaning.** Washing, cleaning or polishing vehicles is permitted in their villa apartment driveway. Any Owner, Resident or Guest doing such shall thoroughly clean the area immediately after such use.
  - b) **Repairs.** 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. **Speed Limit and Signage.**
  - a) The posted speed limit at the project is 5 miles per hour.
  - b) Vehicles shall not be driven in excess of the posted speed limit on any driveway or roadway of the Project.
  - c) Drivers are to observe all traffic and directional signals (including stop signs) for the safety of all and to exercise extreme caution in the operation of any type of vehicle within the Project.
  
5. **Damage to or by Vehicles.** All damage caused by vehicles or to vehicles shall be the sole responsibility of the person causing the damage.
  
6. **Violations.** Violations of the parking regulations set forth herein may result in having the vehicle towed without further notice. The owner or driver of the vehicle shall be responsible for payment of the towing charge. In addition, the Owner and Resident of a villa apartment may be fined for parking violations. Fine amounts are listed in section "L".
  
7. **Commercial Vehicles.** Commercial vehicles shall not be parked in plain view overnight without prior approval and a permit issued by the Resident Manager. A commercial vehicle as defined by Ko Olina Hillside Villas, is a vehicle that is not designed for regular passenger use.
  
8. **Golf Carts.** Any golf cart parked on or across another units driveway and/or in common area without written permission will be subject to a fine of \$50.00 (after the 2<sup>nd</sup> violation notice).

**G. NOISE AND NUISANCES**

1. **General Noise and Nuisances.**
  - a) No nuisance shall be allowed in the villa 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 Governing Documents which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the villa apartments and/or the common elements by other Owners or Residents.
  - b) Owners, Residents and Guests of the villa 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 to emanate from their villa apartments.
  - c) Noise due to departing Guests and vendors, particularly at night shall be kept at a minimum.

2. **Quiet Hours.** Radios, televisions, stereos, musical instruments, etc., must be played at a reduced volume after 10:00 p.m. and before 8:00 am. daily.
3. **Reporting Excessive Noise or Nuisances.** Excessive noise or nuisances at any time should be reported to the Resident Manager. If the disturbance is occurring after business hours and/or the Resident Manager is unable to be reached, contact the Police Department or Security.

## H. **BUILDING MODIFICATIONS**

1. **Alterations to Villa Apartments.** Except as permitted by the Governing Documents and/or the Design Committee Rules, nothing shall be allowed, done or kept in any villa 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 villa apartment 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.
2. **Approval for Villa Apartment Alterations.** Except as set forth in the Governing Documents and/or the Design Committee Rules, no structural changes of any, type shall be permitted either within or without an villa apartment without prior consent and written approval of the Design Committee and the in accordance with the Governing Documents and such other approvals as may be required by applicable Law or the Master Declaration.
3. **Maintenance of Villa Apartments.**
  - a) Every Owner shall perform promptly all repair, maintenance and alteration work within their villa apartment when the omission of which would adversely affect any common elements or any other villa apartment, and shall be responsible for all loss and damage caused by their failure to do so.
  - b) Maintenance of individually owned villa apartments, including all of the items and fixtures included as part of the villa apartment in the Declaration, is the responsibility of their respective Owner and/or Resident.
  - c) All repairs of internal installations within each villa apartment, such as water, light, power, sewage, telephone, sanitation, windows, lamps, and other fixtures and accessories belonging to such villa apartment, including the interior walls, floors, ceilings and garage of such villa apartment shall be the responsibility of the Owner of the villa apartment and made at such Owner's expense.
4. **Antennas and Satellite Dishes.** 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 villa apartment, common element or limited common elements, without the prior consent in writing of the Board.
5. **Alterations to Original Design.** 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 villa 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. HAZARDS**

1. **Common Area Use.** The common elements (other than specifically designated 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. **Hazardous Materials.** Unless the Board gives advance written consent in each and every instance, Residents and Owner 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 or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.
3. **Decorative Torches & Lamps.** Tiki torches, lamps and other such devices are limited to four (4) per villa apartment and must be kept at least five (5) feet from the building.
4. **Fireworks.** Fireworks of any type, including sparklers and those that only give off smoke, are strictly prohibited.
5. **Fires.** Fires are not permitted.

**J. RECREATIONAL FACILITIES**

The Recreational Facilities area, which is located in the common area of the project and is designated on the Condominium Map, may consist of a swimming pool, a cabana, a multi-purpose area, pool deck, barbeque facilities and a spa. The following are general rules applicable to the Recreational Facilities area:

1. **Authorized Use.** The Recreational Facilities area is for the exclusive use of all Owners, Residents and their Guests. Proper identification must be presented to security or management personnel upon request.
2. **Access Key.** Each villa apartment is provided one key to the recreation facilities. It is the Owner's responsibility to provide the pool key to the Resident. Additional or replacement keys may be purchased through the Resident Manager at a cost of \$50. No more than two (2) keys may be activated for any villa apartment at any one time.
3. **Cleanliness.** 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.
4. **Furniture.** Project-provided furniture, accessories and equipment shall not be removed from those areas or used in the pool or spa. Personal furniture, other than that provided by the Association, shall not be used in the Recreational Facilities area.
5. **Prohibited Activities.** Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited. Alcohol and smoking is not permitted in the recreational area.
6. **Assumption of Risk.** All persons using the Recreational Facilities area do so at their own risk.

7. **Posted Rules.** The Board, Managing Agent or Resident Manager may post additional rules in the Recreational Facilities area from time to time, and Owners and Residents and their Guests must conform therewith.
8. **Spa Use – Risk to Children.** No persons under the age of fourteen (14) should use the spa at any time, unless a parent, guardian or responsible adult accompanies them. Warning: The Red Cross has determined that small children can overheat very quickly when using a spa and this can result in health problems. Everyone who uses the spa does so at their own risk; use of the spa by young children is highly discouraged. Resident and Owners assume full responsibility for themselves, their children and their guests.
9. **Pool and Spa Use.**
  - a) Pool and spa hours are: Daily - 8:00 A.M. to 9:00 P.M.
  - b) **There is no lifeguard on duty.** 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, Residents or their Guests.
  - d) Each villa apartment is limited to a total of six (6) guests at a time. At no time shall one group monopolize the facilities.
  - e) The entry gate must be closed and latched at all times. This is for the safety of all, especially children that may wander into the area without adult supervision.
  - f) 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, Residents or Guests.
  - g) No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool without proper swimming diapers/protection.
  - h) Inflatable items, sun-mats, surfboards, styrofoam floats, “boogie boards,” or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings, small tubes, safety vests, etc.) shall be permitted.
  - i) No person is to enter the 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 area.
  - 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 Project, shall be used within the pool area. The gas for the Projects grills must be turn-off if not in use. The Resident Manager checks the gas levels periodically but the Project does not guarantee availability of gas for the grills at any specific time. The person using the barbecue grill(s) is responsible for cleaning the grills before they leave the area.
- 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 the pool area at any time.
- o) Only persons dressed in standard swimwear are allowed in the pool. Nudity or nude sunbathing in these areas will not be tolerated.
- 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 other individuals.
- 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, its employees and the Managing Agent are 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, spa, recreational area or barbecue facilities. There is no lifeguard on duty.
- u) Consumption of food or drinks while in the pool or spa is not permitted.

**9. Reservations of Recreational Facility.**

- a) The multi-purpose area, the cabana and its respective barbecue area by the pool will be available for Owners and Residents to reserve as follows:
  - Reservations are made in writing by completing a reservation request form which is available through the Resident Manager. Reservations are not guaranteed; they are available on a first-come first-serve basis. Reservation may only be requested up to 90-days in advance.
  - Reservations are limited to one (1) reserved event per day, for a maximum of five (5) hours.
  - A maximum number of people will be increased to a total of twenty (20) people for reserved facilities.
  - Reservations will not be accepted on any State or Federal Holiday.

- The multi-purpose area will be automatically reserved by the Board, as needed for Board meetings.
- b) The pool, spa and the two remaining barbecue grills may not be reserved. These areas remain open and accessible to the Owners, Resident and Guests regardless of any reservation for the multi-purpose and cabana area.
- c) The Board may reserve the entire Recreational Facility for the purpose of conducting Board or Association meetings. When reserved for these purposes, part or all of the recreation area, pool and spa may be closed.
- d) Violations of any of the House Rules during a reserved activity may result in the Resident being denied any future reservations. In addition, the Board and/or the Resident Manager have the right to deny reservations to any Resident.

#### **K. OTHER GENERAL RULES**

1. **Access.** The Resident Manager is not required to give access to villa Apartments
2. **Keys.** Each Owner and Resident shall be responsible for the keys to their villa apartment. However, to facilitate the right of access provided by the Bylaws to the Resident Manager or the Board.
  - a) Each Owner may, but shall not be required to, furnish keys to the Resident Manager. If an Owner desires to furnish keys to the Resident Manager, such Owner shall execute a release and indemnification agreement in a form provided by the Board agreeing that the Owner releases the Board, Resident Manager, employees and Managing Agent from any and all liability and indemnifies and holds them harmless from any claims or damages that may be incurred in connection with such keys being furnished to the Resident Manager.
  - b) Keys provided to the Resident Manager are for emergency use and common area maintenance only. The Resident Manager shall not provide access to the units for any other reason. This includes, but is not limited to resident lock-outs, vendors, deliveries, open houses, etc.
3. **Personal Responsibility.** Each Owner and Resident shall assume full responsibility for protecting their villa apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
4. **Proper use of Equipment.** Toilets, sinks, and other water apparatus in the Villa 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 a villa apartment shall be repaired and paid by the Owner of such villa apartment.
5. **Observance of Rules.** Each Owner shall observe and perform these House Rules and ensure that their Residents and Guests also observe and comply with all of the Governing Documents (including these House Rules). Owners are responsible for their Residents' and all Guests' observance as set forth herein. In the event that expenses are incurred due to violations of these House Rules by a Residents or Guest, the Owner or the villa apartment is responsible and shall pay for such expenses, including applicable attorneys' fees.

6. **Emergency Response.** 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 Resident Manager .
7. **Golf Carts.** Refer to the Master Declaration (Ko Olina Association Rules) and these House Rules, Page 9, Section F – Parking, Number 8

#### L. **VIOLATIONS AND DAMAGES**

1. **Reporting Violations and Damages.**
  - a) Corrective actions regarding violations of the House Rules and/or damage to the common elements will be handled by the Board.
  - b) Damage to common elements shall be surveyed by the Board or the Resident Manager (at the direction of the Board) and the cost of repair or replacement of the common element(s) and any legal fees incurred may be assessed against the villa apartment owner. Owners are responsible for damages caused directly or indirectly by them, their Residents or Guests of their villa apartment.
  - c) All persons shall comply with and cooperate with the requests of the Resident Manager with respect to matters of personal conduct in and about the common elements.
2. **Correcting Violations.** THE VIOLATION OF ANY OF THESE HOUSE RULES SHALL GIVE THE BOARD, THE RESIDENT MANAGER OR THEIR AGENTS THE RIGHT TO:
  - a) Levy fines in accordance with the procedures set forth in the Bylaws: 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 attorney's fees, shall be borne by the defaulting Villa Apartment owner (whether or not caused by the owners or by any person for whose conduct the owners may be responsible) and/or;
  - c) Enter the Villa Apartment in which or as to which, such violations or breach exists and to summarily abate and remove, at the risk and expense of the defaulting owner (whether or not caused by the owners or by any person for whose conduct the owners 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 Resident 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.



3. **Fines.** Unless otherwise specified\*, violation of the House Rules of Governing Documents shall be handled as follows:
- First Violation – written notification with appropriate corrective action.
  - Second Violation – a \$50 fine will be assessed
  - Third Violation – a \$75 fine will be assessed
  - Fourth – a \$100 fine will be assessed.
  - Thereafter, per violation - \$100 and referral to the Association’s attorney for enforcement at the villa apartment owner’s expense.
- \* Specified fines and corrective measures listed herein include:  
\* Specified fines and corrective measures listed herein include:
- a) Rental periods – please refer to section B, entitled, “Use of Villa Apartments”;
  - b) Parking – please refer to section F, entitled, “Parking”;
  - c) Recreation area reservations – please refer to section J-10, entitled, “Reservations of Recreational Facility”.
4. **Hearings.** Unless the Owner or resident who allegedly violated the House Rules waives the hearing by paying the assumed fine(s), the following procedural safeguards will be followed prior to assessing fines:
- a) No hearings shall be brought against any owner or other person more than sixty (60) days after the occurrence of the events which the charge is based, unless the parties involved are unavailable during the sixty (60) day period.
  - b) The Board will appoint a Panel of three (3) capable persons (one of whom is a Board member) who may or may not be an Owner who will hear the violation(s), evaluate the evidence, and provide a decision.
  - c) A written letter shall be forwarded to the Resident charged with an alleged violation, that notify the Resident of the nature of the violation, at least fifteen (15) days prior of the hearing date with the Panel.
  - d) At such hearing, the Resident so charged shall have the right to present oral or written testimony and to confront and cross-examine witnesses.
  - e) Within seven (7) days after the hearing, the Panel’s decision shall be forwarded in writing to the Resident, Board and Managing Agent, that states the decision, any fines, and the reasons therefore;
  - f) The Panel’s decision shall be binding and is not appealable.
  - g) If assessed, all fines shall be paid within thirty (30) days of notification. Any fines not paid within the required period will be subject to late fees and collection charges.

#### **M. BOARD OF DIRECTORS**

Owners have a situation that they feel need to be addressed by the Board or simply wish to address the Board at any of the regularly scheduled Board of Directors’ meetings are requested to supply the Board with the following information:

1. Submit a written request to the Resident Manager or Managing Agent at least 15 days prior to a schedule Board meeting, addressed to the Board of Directors, detailing the situation or the topic that they would like to discuss. The request must include a specific statement of what they would like to see done to resolve the situation.

2. If the request is within the duties and abilities of the Resident Manager, the Resident Manager will attempt to resolve the situation rather than taking it to Board. The Resident Manager will advise the Board of the request, that it was resolved and the actions that were taken to resolve the situation. However, if the Resident Manager cannot resolve the situation to the Owner's satisfaction, the request will be submitted to the Board for review at a Board meeting. Prior to the Board meeting, the Resident Manager will inform the Owner that the item is on the agenda so that they may attend and address their concerns.

*These House Rules may be amended in the manner set forth in Article X, Section 1 of the Bylaws.*

Amended and Adopted: September 9, 2015