



RHR MANAGEMENT

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June 6, 2007

Dear Ko Olina Kai Golf Estates and Villas Owner,

Aloha!

Enclosed is your copy of the *House Rules for Ko Olina Kai Golf Estates and Villas – Updated June 4, 2007*. Please take time to read through and familiarize yourself with it.

To better enhance the value of your purchase at Ko Olina Kai Golf Estates and Villas, we will need to work together in keeping our community a beautiful, desirable place to live. Let's also work together in making it a clean, safe, and enjoyable environment.

Please advise your tenant(s) of these documents and violations.

We appreciate your cooperation and support to these matters. Should you have any questions or concerns, please feel free to contact our office at 808-671-2890 or 808-671-2891.

Sincerely,

RHR Management

Romeo Monces
Property Manager

Cc: Leasing Agent
File

HOUSE RULES

FOR

KO OLINA KAI GOLF ESTATES AND VILLAS

AS ADOPTED MARCH 24, 2004
AND UPDATED JUNE 4, 2007

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 Bylaws of the Association of Apartment Owners of Ko Olina Kai Golf Estates and Villas (the "Bylaws"). In the event of any inconsistency, the Declaration or the Bylaws, 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.

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 managing agent (the "Managing Agent") 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 descriptions 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 Bylaws 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.

1. **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 Bylaws, 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. Violation of the above stated restrictions will result in a written warning notice and if the violation is not corrected within three weeks of the date of mailing the notice, then a fine of \$100 per day will be levied until the violation is corrected.

C. TEMPORARY OCCUPANCY.

1. **USE BY OWNERS, OCCUPANTS AND GUESTS.** Subject to the terms of the Declaration, Bylaws 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 Bylaws, 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 Managing Agent, 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 Managing Agent, 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 Managing Agent all Occupants leasing, renting, living in or occupying their apartment and the Occupant's vehicle(s). Failure to register vehicles with the Managing Agent 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 or on a short leash. 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. No Owner, Occupant or Guest shall permit their pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and 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 may be ejected from the Project on the demand of the Managing Agent; 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.

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. 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, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejectment of the animal from the Project. Ejectment 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.

6. In no event shall the Board, the Association 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, 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 immediately with the Managing Agent.

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.

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 Villa Apartments 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 Apartment driveway or any Villa Apartment 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. Charcoal and wood burning grills are strictly forbidden. Violation of this rule will result in a written warning notice and if the violation is not corrected within two weeks of the date of mailing the notice, then a fine of \$50 per week will be levied until the violation is corrected.

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 in its sole discretion) 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 in its sole discretion) 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. **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. Temporary or permanent parking of any boat or trailer in areas of the Project that are visible to the public shall be strictly prohibited.

6. **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. 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. 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 in Paragraph E.4 above.

7. **STREET TREES AND OTHER LANDSCAPING.** No Owner, Occupant or Guest shall disturb, cut, trim, damage 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, 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. This restriction shall in no way limit the right of an Owner or Occupant of any Estate Apartment to cut, trim, remove or otherwise upkeep and maintain any landscaping within the limited common element designated private yard area within the Estates Land Area appurtenant to an apartment.

8. **TERMITE INSPECTIONS.** No less frequently than once each month, (a) the Association, through the Managing Agent, shall cause the exterior of all Villa Apartments 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 Managing Agent, 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 Managing Agent. The cost of such inspection shall be charged only to Owners of the Villa Apartments in accordance with the Product Fee (as such term is defined in the Declaration) attributable to said Owner's apartment. Each Estate Apartment Owner shall be responsible for inspecting and treating their Estate Apartment 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 Managing Agent may take appropriate action against an Apartment in the Project for non-compliance with this section in accordance with paragraph M.

9. **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 not allowed. Violation of this rule will result in a written warning notice and if the violation is not corrected within two weeks of the date of mailing the notice, then a fine of \$50 per week will be levied until the violation is corrected.

10. **Garbage cans.** Garbage cans must be located in the garage at all times except for the following times; from 5:00PM the day prior to a scheduled trash pick-up day to 9:00am the day following a scheduled trash pick-up day. Each violation of this rule will result in a written warning notice. The third violation of this rule will result in a \$50.00 fine, \$75.00 for the fourth violation and \$100.00 for each violation thereafter.

F. **PARKING.**

1. **PARKING.** Parking in unmarked paved areas is prohibited, except for temporary loading and unloading. 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, such apartment's limited common element driveway or in a handicap parking stalls (if any, as appropriate). Only Guests may park in the designated Guest parking stalls or areas. 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 or handicap parking stalls so as to prevent crowding of adjacent stalls and blocking of passages.

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 Bylaws, 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. **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.

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

6. **VIOLATIONS.** Any Owner, Occupant or Guest of an apartment who violates the parking regulations set forth hereunder shall have their cars towed 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, Bylaws 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 to emanate from their apartments.

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

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

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

6. Each violation of the excessive noise rule will result in a written warning notice. The second violation of this rule will result in a \$50.00 fine, \$75.00 for the third violation and \$100.00 for each violation thereafter.

H. BUILDING MODIFICATIONS.

1. Except as permitted by the Declaration, the Bylaws, 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 Bylaws 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 Managing Agent 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 or benzine, or other explosives or other articles deemed extra hazardous to life, limb or property.

K. **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 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 Managing Agent:

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.

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 do so at their own risk.

5. The Association, Managing Agent or resident 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 A.M. TO 9:00 P.M.

(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 Managing Agent 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 flotation devices for small children (i.e. water wings) shall be permitted.

(h) 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.

(i) 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.

(j) 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.

(k) 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.

(l) 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.

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

(n) Only persons dressed in standard swimwear are allowed in the pool. Nudity or nude sunbathing in these areas will not be tolerated.

- (o) Climbing over the gates and fences in the pool area is prohibited.
- (p) 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.
- (q) Immoral, lewd or indecent conduct in the pool is not permitted.
- (r) Portable televisions and radios are not permitted unless used with headphones.
- (s) 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.
- (t) 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.**
- (u) 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 Managing Agent and will be on a first-come first-serve basis. The Managing Agent shall keep a log of such reservations. Reservation for this cabana consists of one (1) event reservation per day for a four (4) hour maximum with a twenty (20)-guest maximum.

8. The Managing Agent 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 Managing Agent shall maintain a record of pool key disbursement.

9. Each violation of any rule specified in the Recreational Facilities paragraph will result in a written warning notice. The second violation of this rule will result in a \$50.00 fine, \$75.00 for the third violation and \$100.00 for each violation thereafter.

L. GENERAL HOUSE RULES.

1. The Managing Agent 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 Managing Agent upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Managing Agent 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. However, to facilitate the right of access provided by the Bylaws to the Managing Agent or the Board, each Owner may, but shall not be required to, furnish keys to the Managing Agent. If an Owner desires to furnish keys to the Managing Agent, such Owner shall execute a release and indemnification agreement in a form provided by the Board agreeing that the Owner releases the Managing Agent, the Association and the Board of and from any and all liability and indemnifies and holds harmless the Managing Agent and the Board from any claims, damages or liabilities that may be incurred by the Managing Agent or the Board in connection with such keys being furnished to the Managing Agent. The delivery of such keys shall be at the sole risk of such Owner, and the Managing Agent and the Board of the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. If an Owner elects not to furnish keys to the Managing Agent and an emergency arises requiring a forcible entry into the apartment, the Owner of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by the forcible entry.

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. 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.

6. Each Owner shall observe and perform these House Rules and ensure that their Occupants and Guests also observe and comply with the Master Declarations, the Declaration, the Bylaws, 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.

7. 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 Managing Agent.

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 Managing Agent.

(b) Damage to common elements shall be surveyed by the Board or the Managing Agent 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 Managing Agent 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 that does not have a specified fine or course of corrective action may include the levying of a fine not to exceed \$50 for each offense, occurrence, or a continuing offense. Fines may be imposed per day, per week or per month for continuing violations. Fines may be imposed concurrently with other action by the Board or Managing Agent to address a violation if it is necessary.

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

(a) LEVY FINES IN ACCORDANCE WITH THE PROCEDURE 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 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 MANAGING AGENT 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.

N. GENERAL PROVISIONS.

The Board of Directors will be distributing this policy at a minimum on a one-time basis. It will then remain in effect until modified by the Board of Directors. 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 Managing Agent will review and attempt to resolve. However, if the Managing Agent 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. AMENDMENTS.

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

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