

# **THE COCONUT PLANTATION AT KO OLINA RESORT & MARINA**

## **HOUSE RULES**

These House Rules have been enacted by the Board of Directors of the Association of Apartment Owners of The Coconut Plantation at Ko Olina Resort & Marina (the "Board of Directors") to protect all apartment owners and occupants from annoyance or nuisance caused by improper conduct or use of the apartments and common elements of The Coconut Plantation at Ko Olina Resort & Marina (the "Project"), and to promote harmonious living and maximum enjoyment of the Project.

The responsibility of enforcement of these House Rules shall reside with the Board of Directors, but such responsibility may be delegated to the Managing Agent and/or Community Manager by the Board of Directors. All owners, members of their families, tenants, guests, licensees and invitees shall be bound by these House Rules and be standards of reasonable conduct whether covered by these House Rules or not.

These House Rules supplement, but do not change, the obligations of the apartment owners and all occupants, tenants and their guests as set forth in the Declaration of Condominium Property Regime of The Coconut Plantation at Ko Olina Resort & Marina (the "Declaration") and the By-Laws of the Association of Apartment Owners of The Coconut Plantation at Ko Olina Resort & Marina (the "By-Laws") pertaining to the Project. In the event of any inconsistency, the Declaration and By-Laws will prevail, in that order.

### **SECTION 1. PERTAINING TO APARTMENTS**

1. No Owner may change the color of or tint the windows of such Owner's Apartment if it may affect the exterior appearance of the Apartment.
2. No Owner may install draperies if the exterior side is anything but an unpatterned, uniform white or off-white color or any other color and texture approved from time to time by a resolution of the Board.
3. No Owner or occupant may hang clothing, rugs, or anything else from the windows, lanais, or otherwise on the Project exterior.
4. Lanai furniture visible from outside of an Apartment must meet the design and color standards adopted by the Board.
5. No Owner or occupant may install or have any electrical or telephone wiring, television or other antenna, machines, air-conditioning units, or other equipment or accessories of any kind on the exterior of the Project or that stick out of the walls, windows, or roof of the Project.
6. No Apartment Owner or occupant may install awnings, shades, blinds, screens, louvers, or other similar objects on the lanai of any Apartment, or any exhaust vents, wind baffles, or drains, except in strict accordance with such guidelines, rules, regulations, and requirements as the Board may adopt from time to time.

7. No Owner or occupant may paint, resurface, enclose or make any structural modifications, changes, additions or alterations to such Owner's lanai, except in strict accordance with such guidelines, rules, regulations, and requirements as the Board may adopt from time to time in the House Rules; provided, however, that under no circumstance shall any lanai located above the ground floor be permitted to paint or resurface such lanai.
8. No Owner or occupant may post any advertisement, bill, poster, or other sign on or in the Project; except in strict accordance with guidelines, rules, regulations, and requirements adopted by the Board from time to time. An 'Open House' policy for all homeowner's / agents requiring the facilitation of an open house has been adopted, please contact the Community Manager concerning any question and posting of signs.
9. No Owner or occupant may place, store, or maintain on walkways, roadways, grounds, or other Common Elements any furniture, packages, or objects of any kind or otherwise obstruct transit through the Common Elements. This does not prohibit the Owners from placing goods and other materials on the Common Elements when loading or unloading them, or transporting them to the Apartment or to a storage area that is a Limited Common Element appurtenant to the Apartment. Any such loading, unloading, and transportation must be completed promptly.
10. Clotheslines or other similar objects shall not be hung in any outside area, including the lanais.
11. Potted plants may be placed on balconies and lanais. Porcelain or other suitable containers shall be placed under all flower pots. The watering and care of plants and the sweeping and mopping of balconies and lanais shall be the responsibility of the individual apartment owner and balconies and lanais shall be kept in an attractive and aesthetically pleasing manner and condition.
12. No occupant shall use or permit to be brought into any apartment or common areas anything deemed hazardous to life, limb or property, such as gasoline, kerosene, methanol or other combustibles of like nature, or any gunpowder, fireworks or other explosives. No activity shall be engaged in, nor shall any substance be introduced or manufactured within the apartments which may result in a violation of the law or in the increase of premium rates or cancellation of insurance for the Project.
13. A dog, a cat or other typical household pet (a "pet"), such as a guinea pig, a rabbit, fishes, or birds may be kept by occupants in their respective Apartments subject to the following conditions and restrictions:
  - a. Pets may not be kept, bred, or used at the Project for any commercial purpose.
  - b. Except for fishes and birds, no more than one (1) pet shall be allowed per Apartment. No more than two (2) birds shall be allowed per Apartment.
  - c. No pet may exceed fifty (50) pounds in weight. No infant or juvenile pet of a type or breed, when fully grown, is likely to exceed fifty (50) pounds in weight, may be kept in the Project.

- d. No animal described as pests under H.R.S. Section 150A-2 or prohibited from importation under H.R.S. Sections 141-2, 150A-5 or 150A-6, maybe kept in the Project.
  - e. Every Owner or occupant keeping a pet in an Apartment shall register the pet with the Managing Agent, who shall maintain a register of all pets kept in the Project.
  - f. Dogs must be kept on a leash when they are on the Common Elements, including, but not limited to, any recreation areas.
  - g. Except for specially trained animals, pets are not permitted at any time in the swimming pool and its appurtenant deck area, or the recreation buildings of the Project.
  - h. Any pet causing a nuisance or an unreasonable disturbance to any other Owner or occupant of the Project must be permanently removed from the Project promptly after the Board or the Managing Agent gives notice to the person owning the pet. The pet causing a nuisance or disturbance need not be removed before the time stated in the notice unless the Board believes that the pet poses an imminent and serious threat of physical harm to other Owners or occupants of the Project.
  - i. A tenant of an Owner must obtain the written consent of the Owner to keep a pet in the Apartment and provide a copy thereof to the Managing Agent. Notwithstanding such consent, a tenant may keep only that type of pet which may be kept by an Owner.
14. Regardless of anything else stated in the Bylaws or the House Rules, animals that must be permitted on the Project pursuant to the Americans with Disabilities Act are allowed on the Project and may be kept by occupants in their respective Apartments.
15. Regardless of anything else stated in these Bylaws, specially trained animals are permitted on the Project pursuant to Chapter 515, Hawaii Revised Statutes, provided that:
- a. Specially trained animals may not be kept, bred, or used at the Project for any commercial purpose.
  - b. Specially trained animals must be kept on a leash when they are on the Common Elements, including, but not limited to, any recreation areas.
  - c. Any specially trained animal causing a nuisance or an unreasonable disturbance to any other occupant of the Project must be permanently removed from the Project promptly after the Board or the Managing Agent gives notice to the person using the specially trained animal. The notice must give the person a reasonable period within which to obtain a replacement specially trained animal. The animal causing a nuisance or disturbance need not be removed before the time stated in the notice unless the Board believes that the animal poses an imminent and serious threat of physical harm to other occupants of the Project.
16. Any damage to any apartment building, grounds, flooring, or walls, caused by a pet or specially trained animal will be the full responsibility of the owner/occupant of the apartment

maintaining a pet or specially trained animal in the apartment and the costs of repair or replacement shall be specially assessed to the owner of such apartment.

17. Owners are responsible for picking up after their pets and specially trained animals.
18. Garments, rugs, mops or other objects shall not be dusted or shaken from windows, balconies or lanais. Dust, rubbish, or litter shall not be swept or thrown from any apartment on to any part of the Project. Furthermore, nothing shall be thrown or emptied by occupants or their guests out of windows, doors, verandas, balconies or lanais into any part of the Project.
19. Balconies and lanais may be furnished appropriately with typical lanai furniture which includes chairs, lounges, and tables, which shall be kept in an orderly fashion and maintained in good, clean condition. Balconies and lanais will not be used for storage areas for sports and play equipment, nor surplus cartons, boxes, or any other type of excess belongings except in lanai storage areas designated in the building plans as usable for storage. Any furniture, plants, or other articles which, in the opinion of the Board of Directors, are unsightly, shall be removed and kept from the balconies and lanais upon request by the Board of Directors.
20. Dust, floor and powdered waste shall be wrapped in compact packages. All trash must be thoroughly drained and wrapped in paper and all garbage and other refuse shall be securely wrapped, preferably in plastic bags, and securely fastened.
21. Boats, canoes, rafts, jet skis or other navigable craft and bicycles, motorcycles, mopeds and other transportation vehicles may be stored, maintained or repaired within the enclosed garage; provided that the enclosed garage shall continue to be used primarily for the parking and storing of automobile(s); provided, further, that minor repairs taking no more than eight (8) hours shall be permitted.
22. Roll-up garage doors, the vehicle ingress and egress door for vehicles into and out of garages, must remain in the down or closed position when homeowners are not in continuous activity in the garage or garage area. Such doors may be left open (rolled partially up), at the owners' discretion and at the owners' personal security risk, during daylight hours not more than approximately one foot (eight to fourteen inches maximum) to allow for cross-breeze ventilation.

## **SECTION 2. COMMON ELEMENTS**

1. No soliciting of goods and services, or religious or political activities shall be permitted on the premises unless approved by the Board of Directors.
2. Surfboards, bicycles, skate boards, roller skates, etc., shall not be left or allowed to stand on any part of the premises, other than within the confines of the apartment or other storage area(s).
3. Skate boards, roller skates and related equipment shall not be operated or used on any part of the premises.
4. Transportation vehicles, including bicycles, mopeds, and motorcycles, shall be operated only

on the road; provided that said vehicles shall comply with state and county registration and Declaration, provided that notwithstanding the foregoing and subject to the requirements of Section 9 of the House Rules, an automobile may be parked in each parking stall designated vehicular requirements for use on public streets and highways. The use of such vehicles is not permitted on the premises except on paved areas and solely for ingress and egress.

5. Boats, canoes, rafts, jet skis or other navigable craft and automobiles, bicycles, motorcycles, mopeds and other transportation vehicles shall not be parked, maintained or repaired on the roadway and other areas designated as common and limited common elements in the as a limited common element appurtenant to an apartment in accordance with the Declaration.
6. Group sports such as football, baseball, basketball, volleyball or golf shall be prohibited in the common elements.
7. The planting and care of foliage in the common elements (which includes around lanais, apartments, garages, and walkways) is within the sole discretion and responsibility of the Board of Directors. **Owners, occupants and guests shall not be permitted to plant or place shrubs, trees, vines or other types of plants in the common elements.** See "Resolution Adopting a Set of Landscape Rules" adopted by the Board of Directors on January 20, 2010 for implementing rules and procedures for owners to donate plants which are a part of the House Rules.
8. The grounds, roadways, and other similar common elements shall be used strictly for ingress and egress and must be at all times kept free of obstructions.
9. Trash cans may not be stored outside of garages or apartments (i.e., they may not be left in vegetation areas, on lanais, breezeways, driveways or walkways). Trash cans may be placed street-side in the direct proximity of an apartment's driveway in the late afternoon (preferably after sunset) on the evening prior to scheduled trash pick-up days (currently occurring on Tuesday's and Friday's each week). Trash cans should be retrieved from common elements (streets) by sunset on the day of actual trash pick-up, and in no case may trash cans be left on common areas for two consecutive nights.

Trash cans otherwise left unattended/abandoned create traffic hazards and a poor appearance to our property. Accordingly, they will be confiscated by the Site Manager's Staff and stored until retrieved by the respective tenant; a \$25.00 fee is charged for this service.

10. Domestic-style garden hoses may be left outside garage areas, at the owner's risk, in the immediate vicinity of water faucets if, and only if, they are neatly coiled and/or placed on a hose caddy or in a large pot when they are not in active use. Hose caddies may NOT be mounted on the garage or any other part of the building structure, and should not be stored on top of foliage areas or walkways. The hose storage unit should not block any driveway or walkway.

### **SECTION 3. LIMITED COMMON ELEMENTS**

1. The apartment owner, at its sole expense, shall be responsible to maintain all limited common elements appurtenant to its apartment in a clean, safe and sanitary condition and shall incur all liability arising from said limited common elements.

### **SECTION 4. NOISE AND NUISANCES**

1. Contractors, other than those employed to provide services to the AOA The Coconut Plantation at Ko Olina Resort & Marina, will be permitted on the premises Monday through Saturday 8:00 a.m. to 5:00 p.m. except in emergencies.
2. Loud and/or disturbing noise that interferes with the rights, comforts, or convenience of others will not be tolerated. Special consideration for quietness shall be followed between the hours of 10:00 p.m. and 8:00 a.m.
3. Excessive noise at any time should be reported to the Community Manager or security personnel who will take appropriate action.
4. The use of profane or abusive language will not be tolerated within the Project. Any person using such language shall leave the common elements of the Project upon the request of the Community Manager or other employee or representative of the Board of the Association.

### **SECTION 5. RESPONSIBILITY OF APARTMENT OWNERS**

1. Owners and/or occupants shall be responsible for the safety and conduct of family and guests ensuring that their behavior is not offensive to others nor damaging to common elements.
2. Owners are responsible for cost of damages caused by improper disposal of items through the sewage systems; e.g., toys, diapers, feminine hygiene products, and plastic wrappers. Owners are responsible to inform family members, guests or renters on the proper use of plumbing and toilet systems.

### **SECTION 6. BUILDING MODIFICATIONS**

1. No signs, signals, lettering or decorative items shall be attached or exposed on any part of the building, lanais or the exterior door of any apartment, except for a sign indicating the apartment number and name of the occupant, without the prior approval by the Board of Directors. Reasonable holiday decorations are exempt from this rule as long as they are affixed in a temporary manner.
2. No projections shall extend through any door or window opening into any walkway, off any lanai or beyond the exterior face of the buildings.
3. Every apartment owner shall perform promptly all repair, maintenance and alteration work within his apartment, or any limited common elements appurtenant to his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.

4. No apartment owner or occupant shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the buildings or protruding through the walls, windows or roof thereof.
5. No awnings or other projections shall be attached to the lanais or outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board of the Directors.
6. All proposed modifications to any part of a building's exterior (doors, walls, lanais, etc.) must be submitted in writing for approval by the Board of Directors.

7. Installation of Solar Energy Devices

1. As used in these rules:

“Apartment” means the area within the perimeter walls, floors, ceilings and roofs of the apartment and garage, as well as all doors and door frames and windows and window frames, and lanais – see Paragraph 5.1.6 of the Declaration for details.

*Note: The definition of “apartment” in the Declaration means that installation of solar energy devices on the apartment will not be possible and every owner must comply with the procedures outlined below for installing solar energy devices on the common elements and limited common elements.*

“Common elements” and “limited common elements” means: all structural parts of the project, including slabs, columns, and beams; all exterior apartment walls; all yards, roofs, walkways, sidewalks, driveways, alleyways, railings, and fences, etc. (see Paragraphs 5.2 and 5.3 of the Declaration for more details).

*Note: Since installation of solar energy devices will only be possible on the common elements and limited common elements, owners must comply with the procedures outlined below for installing solar energy devices on those areas.*

“HECO” means Hawaiian Electric Company.

“HECO Standards” means the most current residential solar water heating system standards and specifications established by HECO.

“Apartment Owner” or “Owner” means an apartment owner as defined in Section 1.4 of the Declaration.

“Solar energy device” means any identifiable facility, equipment, apparatus, or the like, including a photovoltaic cell application, that makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for generation. Any equipment that cannot be used as a solar device without being incorporated with other equipment will not qualify as a “solar energy device” unless it is installed in place with the other equipment and ready to be made operational. “Solar energy device” does not include skylights or windows.

## 2. Prohibitions

- a. No skylights or windows may be installed at the project as solar energy devices.
- b. Only an apartment owner may install a solar energy device at the project. No tenant or other resident may install a solar energy device on an apartment at the project except with the written permission of the apartment owner, and the apartment owner must: (i) submit the application form on behalf of the tenant; and (ii) assume all responsibilities imposed by these rules and the law on an apartment owner who installs a solar energy device.
- c. No apartment owner may trim any vegetation/landscaping on the common elements in connection with the installation of a solar energy device without the prior written permission of the board.
- d. No solar energy device may be placed on a common element or limited common element as defined by the declaration, unless the owner first obtains the written consent of the board and otherwise meets the requirements of these rules and the law.
- e. No water tank may be installed on the roof, therefore passive solar water heaters are prohibited.

## 3. Pre-Installation Procedure

- a. General. Any owner proposing to install a solar energy device must:
  - i. Submit a fully completed copy of the association's solar energy device installation form (attached) and obtain board consent prior to beginning the installation.
  - ii. Hire a contractor licensed in the State of Hawai'i to install the solar energy device.
  - iii. Obtain a building permit for the installation of the solar energy device.
  - iv. Confirm in writing that the solar energy device will be installed in accordance with HECO Standards, except as otherwise permitted or required by these rules.
- b. Common and Limited Common Elements. In addition to the general requirements above, any apartment owner proposing to install a solar energy device on any common element or limited common element at the project must:
  - i. Prior to installation, have the owner's contractor confirm in writing that the area on which the solar energy device is to be installed can support the weight of the solar energy device.
  - ii. Prior to installation, if a roof warranty for materials or labor exists at the time of the proposed installation of the solar energy device, provide written confirmation from the company which issued the warranty that installing the solar energy device will not void the warranty. Contact the Resident Manager or the Managing Agent for details about the roof warranty.
  - iii. Within fourteen days of obtaining written board approval of the installation of the solar energy device, provide the board with a certificate of insurance



from a company admitted to do business in Hawai'i, naming the association as an additional insured on the apartment owner's insurance policy. The certificate of insurance must show that the policy covers the solar energy device and their liability insurance limit shall be at least \$300,000.00 per claim.

#### 4. Installation Requirements

- a. Except as permitted in the last paragraph of this subsection, an owner installing a solar energy device at the project must:
  - i. To the maximum extent possible, consistent with the effective functioning of the solar energy device, install the solar energy device:
    1. flat on the roof immediately above the owner's apartment;
    2. on the side of the apartment not facing the street;
    3. parallel to the edges of the roof;
    4. set back from the roof edge so that the device is entirely within an area created by extending the exterior walls of the apartment vertically;
    5. pipes are located in the interior of the apartment; and
    6. consistent with the designs of solar energy devices approved by the developer.
  - ii. Integrate the solar energy device installation into the architecture and design of the apartment and make the solar energy device as visually unobtrusive as possible. (For example, no part of the solar energy device installation, including the panels, any piping, or any other exposed part of the installation may be higher than the peak of the roof on which the solar energy device is mounted.)
  - iii. Ensure that none of the exposed parts of the solar energy device have reflective surfaces and paint all exposed surfaces to match the surface on which the solar energy device is mounted. (Owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)
  - iv. Ensure that any pipes or other part of the solar energy device that must be installed on the walls of the apartment are enclosed with material that is similar in color and texture to the walls.
  - v. If a water heater or storage tank will not fit in the existing location of the apartment's water heater: (1) install the tank in the location approved by the board; and (2) enclose the tank or heater so that it is not visible from outside the owner's apartment.
- b. If compliance with the requirements of subsections i, ii, iii, iv, or v, above, will: (1) render the owner's solar energy device more than twenty-five per cent less efficient; or (2) increase the cost of installing the device by more than fifteen per cent, the apartment owner may ask the board for an exemption from those requirements. That exemption may include the right to install the solar energy device or part thereof: (1) in a different location (such as the roof of the owner's apartment or, if applicable, lanai); or (2) at a different angle/elevation. In making the request, however, the apartment owner shall have the burden of proving that compliance with any of the

requirements of subsections i through v will either render the solar energy device more than twenty-five per cent less efficient or increase the cost of installing the device by more than fifteen per cent. Note that an owner will not be permitted to install a solar energy device on the roof above any other owner's apartment, garage, or lanai.

#### 5. Post-Installation Procedure

- a. An owner must: (1) register the completed solar energy device installation with the association within thirty days of its installation; and (2) confirm in writing that the solar energy device has been installed in accordance with HECO Standards, except as otherwise permitted or required by these rules.

#### 6. Maintenance, repair, replacement and removal.

- a. If a solar energy device is placed on a common element or limited common element, the apartment owner and each successive owner of the apartment on which the device is placed shall be responsible for:
  - i. Any costs for damages to: (1) the device; (2) the common elements; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device.
  - ii. Any repair, maintenance, removal, and replacement of the solar energy device, for as long as the solar energy device remains on the common elements or limited common elements.
  - iii. Removing the solar energy device if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements. Owners of the solar energy device are responsible for all increase in repair and maintenance costs to the common elements caused by the solar energy device.
- b. The board may also require the removal of a solar energy device that threatens the health or safety of project residents.
- c. In the event that the installation of the solar energy device voided the warranty on the roof, the Board of Directors reserves the right to hold the Owner responsible for the maintenance and repair of the roof.
- d. The board may require the apartment owner to sign a written, recordable agreement confirming the responsibilities of the owner and the owner's successors in title under these rules. The owner is responsible for the cost for the Association's attorney to prepare the agreement. In addition, the owner and each successive owner shall at all times, maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the association as an additional insured under the policy, and the owner shall provide the board with a certificate of insurance confirming that the policy is in effect.

## **SECTION 7. CABANA, POOL AND SPA**

1. The Cabana, Pool, Spa and the surroundings areas are for the exclusive use of residents and their guests between the hours determined and posted from time to time by the Board of Directors.
2. All Owners, Tenants, and Visitors using the Cabana, Pool and Spa for any period, must be registered by the Owner with the Managing Agent and/or Community Manager using the "Coconut Plantation at Ko Olina Resort and Marina Confidential Owner Registration Form".
3. All policies shall be age neutral and applied to all persons equally.
4. Each apartment shall be allowed no more than 6 guests at the pool or spa simultaneously. Guests must always be accompanied by their sponsor when at the pool or spa. The only deviation to this policy shall be allowed in the event the apartment owner has rented the Cabana area in which case the Cabana rental rules apply.
5. Showering before entering the swimming pool or spa pool is required. The shower is located on the deck area. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool or spa pool. Persons having open sores or wounds or communicable diseases are not allowed in the swimming pool or spa pool.
6. NO LIFEGUARD IS ON DUTY AT THE POOL. The pool areas are for the exclusive use of apartment residents and their guests. An owner's or resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool or spa pool and for ensuring that all rules for those facilities are obeyed. Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters.
7. Swimming is permitted only in appropriate bathing attire.
8. Swim caps or hair ties must be worn by all persons using the swimming pool with shoulder length hair or longer.
9. Children two and under are required to wear a swim diaper in the swimming pool or spa pool. Owners and residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 12 should be accompanied by an adult when using the pool unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer. Persons who are incontinent or not toilet-trained shall not use the pool or spa pool unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pool or spa pool.

10. Anyone who may be adversely affected by the heat or humidity of the spa pool, such as young children, pregnant women, and anyone with high blood pressure, should not use those facilities. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian or someone who can ensure their safety when using the spa pool.
11. Spitting, urinating, and blowing one's nose in the swimming pool or spa pool are strictly prohibited. Running, jumping off walls, and horseplay are not permitted in the swimming pool or spa pool, and adjacent areas. Splashing of water other than that accompanying normal swimming is not permitted.
12. Glassware and other breakable items are not permitted in the pool, spa or on the pool deck. Drinks may be taken to pool area provided unbreakable containers are used. No person is allowed to have food or beverage items while in the water or within 5 feet of the edge of the pool or spa.
13. The introduction of sand, rock, or other foreign matter in the swimming pool or spa pool is strictly prohibited and will result in immediate eviction therefrom.
14. All persons shall comply with the requests of the Community Manager with respect to matters of personal conduct in and about the swimming pool, spa pool and recreation deck areas. The employees of the Community Manager and/or security personnel are authorized to require any person using any of the recreational facilities to identify himself or herself by name and apartment number and, if a guest, to give the name and apartment number of the host occupant and to confirm, if required, the physical presence of the host occupant.
15. No animals are allowed in or around the swimming pool, spa pool, or adjacent areas, except for animals required by disabled persons. Intoxicated persons are not permitted to use the swimming pool or spa pool.
16. Bathers must dry themselves before leaving the swimming pool or spa pool areas. Bathers shall dry themselves before entering the recreation deck restrooms or the Cabana.
17. No wheeled vehicles or devices of any kind whatsoever will be permitted in the pool area; provided, however, that (a) wheeled vehicles or devices relied upon by handicapped persons for mobility, and (b) baby carriages or strollers for infant children when accompanied by their parent(s) or guardian, are exempt from this House Rule.
18. For safety and security reasons, at no time shall any pool gates be propped open or left open. All pool gates must remain closed at all times.
19. No common area items may be taken from the pool or spa area (furniture, wading area sand or pool equipment).
20. All pool deck furniture must be kept off the lawn areas and out of pool or spa.

21. Radios and all other audio and visual devices are not permitted at pool unless earphones are used.
22. No smoking is allowed within the pool, spa and cabana area and/or fenced in area of the Lagoon and Ocean Pools, and Hidden Spa.
23. Persons observed behaving in an inappropriate manner may be asked to leave the area.

#### Department of Health Pool Rules

24. All persons using the swimming pool or spa pool shall take a cleansing shower bath before entering swimming pool or spa pool. A bather leaving the swimming pool or spa pool to use the toilet shall take a second cleansing bath before returning to the swimming pool or spa pool;
25. Any person having an infectious or communicable disease shall be excluded from the swimming pool or spa pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the swimming pool or spa pool;
26. Spitting, spouting of water, blowing the nose, etc., in the swimming pool or spa pool shall be strictly prohibited;
27. Special toddler diapers shall be used to prevent contamination of the swimming pool or spa pool;
28. Emergency pool closures for cleaning accidental fecal or vomitus discharges shall require all bathers to leave the swimming pool or spa pool until the substances are removed. The swimming pool or spa pool shall be disinfected before they are reopened for use; and
29. Pets are not allowed in a public swimming pool.

### **SECTION 8. GENERAL**

1. If any key or keys are entrusted by a apartment owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to the Board, the Managing Agent or Community Manager, whether for the apartment owner's or occupant's apartment or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of the apartment owner or occupant and the Board of Directors, the Managing Agent or the Community Manager shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.
2. Nothing shall be allowed, done or kept in any apartment or common area of the Project which would cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.
3. Complaints and suggestions regarding the Project shall be made in writing to the Board of Directors, the Managing Agent or the Community Manager.

4. There shall be no shooting or use of fireworks of any type at any time in, from or around any apartment or the common and limited common elements except by special permission in writing from the Board of Directors. There shall be no shooting or use of firearms of any type at any time in, from or around any apartment or the common and limited common elements.
5. Owners are required to be registered with the Managing Agent and/or Community Manager using the "Coconut Plantation at Ko Olina Resort and Marina Confidential Owner Registration Form". All Tenants and Visitors who occupy an Apartment for a period of three calendar days or longer, must be registered by the owner with the Managing Agent and/or Community Manager on or prior to the commencement of occupancy using the "Coconut Plantation at Ko Olina Resort and Marina Confidential Owner Registration Form". This information shall be updated on an annual basis and or when changes occur.
6. Each apartment owner is at all times personally responsible for the conduct of his family, guests, and guests of his family, tenants and all occupants. Each occupant is at all times personally responsible for the conduct of his family, guests and guests of his family. This responsibility extends but is not limited to any damage or destruction to common or limited common areas.
7. No person shall place, store or maintain on the road or premises any object of any kind to otherwise obstruct transit through any common element, or leave any personal belongings on any of the common elements.
8. No Owner or Agent of Owner shall rent, lease, advertise, or offer for rent or lease of an Apartment for a period of less than 30 continuous days. Fines for violations: First Offense - a written citation given or sent to the apartment owner. Second and subsequent offenses - a written citation given or sent to the apartment and a fine of \$ 1000.00 for each citation issued for the same offense.
9. Whenever possible, infractions of these House Rules should be reported to and enforced by the Managing Agent and/or Community Manager. The Managing Agent and/or Community Manager will handle all complaints on an anonymous basis, if possible. It is suggested that, if possible, minor disagreements should be settled between the individual occupants affected.
10. The Board of Directors reserves the right to modify, amend, alter, replace, add to and change the House Rules from time to time as may be deemed necessary.
11. An apartment shall be used only for family living accommodations and shall not be used for business or any other purposes; provided, however, this provision shall not affect such apartments from being rented or leased for residential or living accommodations.
12. No structural changes of any type shall be permitted either within or outside an apartment without prior consent and written approval of the Board of Directors.
13. Any changes in landscaping must receive prior consent and written approval of the Board of Directors.
14. Owners are required to make requests on maintenance matters of the common elements to the Managing Agent or Community Manager and not directly to maintenance personnel.

15. Deliveries of any items or objects shall be permitted only between the hours of 8:00 a.m. to 5:00 p.m., Monday through Saturday.

## **SECTION 9. PARKING**

1. Damage to cars and other objects or to common areas shall be the responsibility of the person causing the damage.
2. No major repairs to automobile or any transportation vehicles shall be permitted or any common elements or parking stall.
3. Owners of all motor vehicles are required to operate same within the Project at a reasonable level so as not to constitute a noise nuisance to other occupants. No racing of motors, etc., is permitted.
4. Residents may not wash automobiles, motorcycles, golf carts, or recreation vehicles or craft on streets or vegetation areas; they may only be washed in designated areas. Designated areas are the area in front of a homeowner's assigned garage space or the area adjacent to the water faucet nearest the garage. In order to prevent soap runoffs and damage to the surrounding foliage, only bio-safe style wash agents (soaps) may be used.

Homeowners are encouraged to cooperate with their neighbors when washing vehicles and not block access to shared driveways or cause over-spray on other owners' vehicles.

5. No personal items such as, but not limited to, lumber, furniture or crates shall be stored in any common element or limited common element and may only be stored in the apartment and shall not be visible from any point of the Project.
6. Traffic Regulations and Vehicle Registration. Vehicles shall travel at speeds no greater than the posted speed limit. Drivers shall observe traffic and directional signs. All residents are required to register their vehicles with the Managing Agent and/or Community Manager.
7. Parking.
  - a. With the exception of parking of vehicles along roadway areas designated under the Declaration as limited common elements appurtenant to specified apartments, no vehicles may be parked along the main roadways.
  - b. Residents of any one apartment may not bring more than two (2) vehicles on the Project at any one time.
  - c. Residents shall park their vehicles only in the garage attached to their apartment or in the limited common element driveway of their attached garage as provided in the Declaration. No other vehicles shall park in the driveway of any apartment except on a temporary basis. "Temporary" shall mean not on a daily basis.
  - d. All vehicles parked at the Project must fit: (i) within the resident's garage or limited common element driveway; or (ii) if parked in a marked stall (including a guest stall),

within the confines of the stall. The vehicles may not intrude into the common elements (including other quest stalls) or the stall of any other resident.

- e. Except as permitted by this subsection, no one shall park the following vehicles at the Project:
  - i. Any motor vehicle with commercial signage visible from the exterior of the vehicle, including commercial signage in any window of the vehicle, provided that for purposes of this rule, a vehicle's license plate frame that advertises the dealer or servicer of the vehicle shall not be considered a commercial sign.
  - ii. Any motor vehicle that is registered as a commercial vehicle.
  - iii. Trailers and boats (including canoes, rafts, jet skis and other navigable craft), without prior written permission of the Board.

A resident may ask the Community Manager or Managing Agent for an exemption from subsections e (i) and e (ii) for the vehicle of any person either delivering items or providing service/repairs for the resident at the Project; provided the person's vehicle may remain at the Project only while delivering the items or providing the service or repair.

- f. All motor vehicles parked at the Project must have a current registration sticker, inspection sticker, and license plates. Otherwise, the vehicles may be considered abandoned and subject to towing, with all towing and storage costs paid by the owner. In addition, no motor vehicle may be stored on jacks or blocks in a common area or limited common area for more than 24 consecutive hours.
8. Guest Parking Stalls. Guests may park in designated guest stalls for not more than twelve (12) hours per day and not more than three (3) consecutive days without prior approval of management. Designated guest stalls may not be utilized for any activity except parking of guest vehicles. Residents may not park in a designated guest stall without approval of management. "Stacking" of vehicles one behind another in guest stalls is not permitted.
  9. All vehicles parked on the project between the hours of 2:00 AM and 6:00 AM must display either a Ko Olina vehicle sticker or a "Temporary Parking Permit" assigned by the Managing Agent and/or Community Manager.
  10. No vehicle with a Gross Vehicle Weight (GVW) in excess of 10,000 pounds is to be driven or parked on any Apartment driveway or parking apron. All moving vans and containers must be loaded and unloaded at the street.
  11. Enforcement Provisions. Violations of traffic and parking rules may result in towing of the violating vehicle at the vehicle owner's expense and/or in the imposition of fines. Fines will be assessed after the first violation, which will result in a warning, and will be imposed at the following schedule: \$50.00 for second violation: \$100.00 for third violation: and \$100.00 for successive violations. Fines must be paid within thirty (30) days of assessment to AOA The Coconut Plantation at Ko Olina Resort & Marina, except that any fine may be appealed to the Board of Directors at the next regularly scheduled meeting.



## **SECTION 10. VIOLATIONS OF THESE RULES**

1. Reporting Violations and Damages
  - a. All violations of the House Rules and damages to the common elements or common areas should be reported promptly to the Community Manager, the Managing Agent, or the Board of Directors.
  - b. Damages to common elements or common areas shall be surveyed by the Community Manager or the Managing Agent at the direction of the Board of Directors and the cost of repair or replacement and any legal fees incurred may be assessed by the Board of Directors against the person or persons responsible, including, but not limited to, any apartment owner for damages caused directly or indirectly by his tenants or employees, or such apartment owner's or his tenants' family members, domestic servants or guests.
2. The Violation of Any of These House Rules Shall Give the Board of Directors, the Community Manager, the Managing Agent or their Agents the Right to:
  - a. Enter the apartment in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment 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 of Directors, the Community Manager, or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; and or
  - b. 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 apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner shall be responsible).
  - c. Levy a fine for continued violations of these House Rules at its discretion, after appropriate verbal and written notice to the apartment owner. Such fines shall be a minimum \$50 but shall not exceed \$200 per violation.

## **SECTION 11. COMPLIANCE WITH THE DECLARATION AND BY-LAWS**

1. Notwithstanding anything herein to the contrary, these House Rules shall be subject to the Declaration and By-Laws, and in the event of any conflict between these House Rules and the Declaration and By-Laws, the Declaration and By-Laws shall govern and the Board of Directors shall make such changes to these House Rules from time to time to comply with the Declaration and By-Laws.

**SECTION 12. AMENDMENT OF HOUSE RULES**

1. The Board of Directors reserve the right from time to time to modify, amend, supplement, add to and change the House Rules by action of a majority of the Board of Directors at any duly called meeting of the Board of Directors as the Board of Directors may deem needful for the safety, care, attractiveness, maintenance and cleanliness of the Project and for securing the comfort and convenience of all of the owners and occupants of The Coconut Plantation at Ko Olina Resort & Marina.

**CERTIFICATE OF ADOPTION**

The undersigned, on behalf of the Board of Directors and pursuant to Section 7.7 of the By-Laws, hereby adopts the foregoing House Rules as the rules and regulations of the Association of Apartment Owners of The Coconut Plantation at Ko Olina Resort & Marina, this 18 day of April 18, 2012. Amended Section 7. Cabana, Pool and Spa - Removed any discriminatory age restrictions. All policies shall be age neutral and applied to all persons equally.

ASSOCIATION OF APARTMENT OWNERS OF THE  
COCONUT PLANTATION AT KO OLINA RESORT  
& MARINA



By \_\_\_\_\_

Name: Bob Teramoto

Title: President

Attachments:

Non-Discrimination Policy

Open House Policy

Resolution Adopting a Set of Landscape Rules

Resolution Adopting a Set of Pet Policies

Resolution Adopting a Schedule of Fines for Violations