



The Fairways

Ko Olina Resort

HOUSE RULES

NEW REVISED JULY 1, 2015

Approved by Board of Directors
Ko Olina Fairways Association

These revised July 1, 2015 House Rules
supersede all other House Rules

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PURPOSE

These House Rules supplement, but do not change the obligations of the Owners of apartments of Ko Olina Fairways as set forth in the Declaration of Condominium Property Regime of Ko Olina Fairways (the "Declaration") and the By-Laws of Ko Olina Fairways Association (the "By-Laws"). In the event of any inconsistency between these House Rules and the Condominium Property Act, the Declaration and/or the By-Laws, then the House Rules shall be superseded by the following, in this order: (1) the Condominium Property Act, (2), the Declaration, and (3) the By-Laws, as the case may be.

The Board of Directors (the "Board") shall be responsible for the enforcement of these House Rules; such responsibility may be delegated to a "Managing Agent" and/or "Resident Manager". All owners, occupants and guests, shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not.

These House Rules apply to all apartment owners, occupants, guests and any employees of owners and occupants, or any other persons who may in any manner use any part of the Ko Olina Fairways condominium project on their behalf.

DEFINITIONS

1. **"Common Elements"** shall be as defined in the Declaration, including, but not limited to, those areas of the Project intended for use by all of the owners, such as the roofs, grounds and parking areas.
2. **"Design Committee"** shall mean the committee formed by the Board, pursuant to the Bylaws, to oversee and exercise control over the improvements, renovations, replacements or other modifications of the apartments and other improvements of Ko Olina Fairways.
3. **"Guest"** shall be deemed to include family members, invitees or other visitors to an apartment of Ko Olina Fairways.
4. **"Ko Olina Fairways"** shall be referred to as **"KOF"** in these House Rules.
5. **"Limited Common Elements"** shall be as defined in the Declaration, including, but not limited to those areas of the Ko Olina Fairways intended for the exclusive use of fewer than all owners, such as the privacy yards.
6. **"Managing Agent"** shall mean the property management entity retained by the Board of Directors.
7. **"Owner"** shall mean an owner or co-owner of an apartment in the Ko Olina Fairways.
8. **"Occupant"** shall mean any person (other than the owner) renting, leasing, residing, or otherwise present in an apartment in Ko Olina Fairways.
9. **"Resident Manager"** shall mean the on-site manager whose office is located at the entrance to the pool area.
10. **"Tenant(s)"** shall mean an occupant under lease or rental agreement made by the owner of an apartment in Ko Olina Fairways.

SECTION 1. GENERAL

1. **Use of Apartments.** The apartments shall be occupied and used only as permanent or temporary residences, and for no other purpose. No apartment or limited common element of the KOF shall be used for transient 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.**
2. **Registration.** Owners, occupants and all guests who occupy an apartment for a period of seven calendar days or longer, must register and complete the KOF **Resident Registration Information** form with the Resident Manager on or prior to the commencement of occupancy. Failure to register with the Resident Manager could result in a monetary fine, (see Section 10, #2, of these House Rules).

Required Information

- a. Names of all owners, occupants and guests.
 - b. Mailing address, email address and contact phone numbers.
 - c. If apartment is leased, a copy of the Rental Agreement (**which cannot be less than 30 days**)
 - d. All vehicles information, including license numbers(s), make and physical description.
 - e. Name, address, phone number of person(s) to notify in case of an emergency.
 - f. Completed Pet Registration Form and Service Animal documentation (if applicable).
 - g. Acknowledgement of receipt of the House Rules.
3. **Invitations to Guests.** Guests may be invited onto the premises only by a registered owner, or a registered tenant.
 4. **Responsibility of Owners for the Conduct of Occupants, Tenants and Guests.** Owners shall be responsible for ensuring compliance by their occupants, tenants, guests, employees and any other persons using the KOF on their behalf with the Association's Declaration, By-Laws, these House Rules and Ko Olina Community Association Use Restrictions and Rules. Owners shall also be responsible for the conduct of their occupants, tenants, guests, employees and any other persons using the KOF on their behalf and for any damages caused by such persons. Owners shall be responsible for any and all fines imposed, as a result of any misconduct relating to the occupants, tenants, guests, employees and any other persons using their respective unit.
 5. **Noise.** No persons shall make any noise or engage in any loud or offensive conduct, which shall disturb or annoy. This House Rule will be enforced at all times, and special care will be taken by all persons to refrain from making any loud noises between 10:00 p.m. and 8:00 a.m. Construction, delivery, moving, or other work that might disturb or annoy any occupant of KOF shall **not** be permitted between the hours of 5:00 p.m. and 8:00 a.m., except in an emergency situation and approved by the Resident Manager.
 6. **Solicitation.** No door-to-door sales or commercial solicitations of contributions for charitable, religious, political, or other causes of any nature whatsoever shall be permitted on the premises. Sales or solicitations shall be defined as the attempt to sell goods or services or to obtain donations by going door-to-door, either in person or by means of distributing advertisements. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place and manner.
 7. **Exterior Surfaces.** No shades, screens, venetian blinds, security bars, radio or television antennae (except in accordance with the Antenna Installation Policy), shall be attached to or hung from the exterior of the buildings or protruding through the walls, windows, or roofs thereof, with the exception of holiday decorations in accordance with Section 4 #7 of these House Rules. Decorative signs or plaques are allowed to be hung by the front door entrance, provide that are no larger than 14" x 16" and are considered "non-offensive" and in line with the building décor. No notice, advertisement, bill, poster, illumination,

display, personal identification, or other means of visual communication shall be inscribed or posted on or about the premises. Only the Board of Directors may grant exceptions to this House Rule.

8. **Exterior Installations.** No owner or occupant shall install any wiring for electrical, TV cable, or telephone installation, or install any machines or other equipment or appurtenances on the exterior or protruding from the interior of the KOF buildings, (except in compliance with the Antenna Installation Policy). Design Committee approval must be obtained prior to any installation. No air conditioning unit may be installed in any apartment without Design Committee approval. Owners are fully responsible for maintaining the air conditioning unit and any damage or liability caused by their air conditioning unit.
9. **Draperies, Venetian Blinds, Etc.** The side of all draperies curtains, venetian blinds, or other window coverings facing toward the exterior of the buildings shall be uniform in color (white) and type, as determined by the Board, to enhance the uniform exterior appearance of the buildings. No occupant may use bed sheets or similar items as drapes or cover the windows with newspaper or aluminum foil. Draperies and curtains shall not protrude to the exterior of the buildings from open windows. The repair or replacement of windows is the responsibility of the owner. Window replacement requires Design Committee approval.
10. **Entry Doors, Railings and Stairs.** The exterior of apartment entry doors, railings and stairs, shall be uniform in appearance, as determined by the Board of Directors, and no owner shall make or permit any change to the entry door, stairs or railings to their apartment that would be visible from outside without Design Committee approval. The Association shall be responsible for painting and maintaining the exterior surface of such doors, railings and stairs and may adopt rules and regulations governing the type and appearance of entry door locks, hinges, and other hardware.
11. **Screen Doors.** The installation of Screen Doors shall be uniform, for the purpose of enhancing the uniform exterior appearance of the building as determined in written guidelines as may be established by the Board of Directors and/or Design Committee. Design Committee approval must be obtained prior to any installation.
12. **Garage Doors.** Garage doors are for vehicle ingress and egress into and out of garages. Garage doors must remain closed when the homeowners are not in continuous activity in the garage area. The repair or replacement of garage doors are the responsibility of the owner and require Design Committee approval. Golf cart electrical charge cords are to remain inside the garage when not in use.
13. **Garage Door Windows.** All apartment windows and window coverings facing outward towards the exterior of the KOF shall be uniform in tint and type for the purpose of enhancing the uniform exterior appearance of the building, as determined in written guidelines established by the Board of Directors and/or Design Committee. No occupant may use fabric, paint, newspaper, adhered stickers, aluminum foil or any similar item as window coverings and/or tint. The repair or replacement of windows is the responsibility of the owner. Design Committee approval must be obtained prior to any installation of tint.
14. **Deliveries.** The Association, its officers, directors, employees, and agents shall not be liable for loss of or damage to packages, deliveries, any article, or for any personal property of an occupant in or about the common elements or limited common elements.
15. **Vendors and Contractors.** Residents must inform their vendor or contractor to sign in with the Resident Manager and obtain a temporary parking pass. Permitted work hours for vendor and contractors are from 8:00 am to 5:00 pm, Monday thru Friday and 8:00 am to 12:00 pm on Saturdays.
 - a. Vendors and contractors are not allowed to place **bulky construction material including furniture, air conditioners, water heaters, bricks, tile or appliances in the KOF disposal areas. It is the vendor's or contractor's responsibility to haul away their bulky or oversized items and not place them into the disposal facility or disposal area.** Owners are responsible for any damage to the KOF property by their vendor or contractor.
 - b. Water shut downs must be coordinated with the Resident Manager at least three (3) business days in advance (except in emergency situations) so that affected residents may be notified .

- 16. Additions to Apartments/Common Elements.** No apartment owner shall make any additions to an apartment or to the common elements or keep any furniture or other item therein, such as waterbeds or hot tubs, which may cause damage to any portion of the premises without obtaining prior written Board of Directors approval and complying with any conditions of such approval. The Board may require the execution of an instrument in a form approved by the Board of Directors, to be recorded in the Bureau of Conveyances and/or filed in the Land Court, which indemnifies the Association, its officers, directors, members, agents, employees and all other persons, from all liability in connection with such addition. The approval of other owners may also be required. None of the provisions of the KOF documents are intended to be in contravention of the State or Federal Fair Housing Act ("Acts"). The Board of Directors will at all times comply with all applicable provisions of the Acts, and will grant reasonable accommodations as required by said Acts in response to requests by disabled persons to make reasonable modifications at their cost, to apartments and/or common elements of the Project if the proposed modifications are necessary for the applicant's full use and enjoyment of the KOF. The Board of Directors will also comply with the provisions of said Acts when acting upon requests by disabled persons for exemptions from any of the provisions of the KOF governing documents which would interfere with said applicant's equal opportunity to use and/or enjoy their apartments and/or the common elements of the KOF.
- 17. Apartment Maintenance.** Owners shall be responsible for all repairs and maintenance of all exterior doors, windows, stairs, air conditioning drainage lines and lanais (excluding painting). No Association employee shall comply with any request to repair or maintain any apartment interiors.
- 18. Activities on Premises.** Nothing shall be allowed, done or kept in any apartment or common or limited common element which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be engaged in on the premises. Nothing shall be thrown or emptied by any person out of windows or doors into or onto the common or limited common elements.
- 19. Smoking.** State of Hawaii laws and the City and County Ordinance prohibit smoking in the common areas that are covered by a roof or overhang and within 20 feet from entrances, exits, windows that open, and ventilation intakes that serve these common areas. Smoking is also prohibited in the pool area.
- 20. Combustible Substances.** No explosives, or explosive components of any nature whatsoever, including without limitation blasting caps, fireworks and black powder, shall be brought onto, stored or used on the premises. No highly combustible substances, such as petroleum products, except of such a nature and in such a limited quantity as are usual and incidental to the occupancy of an apartment, and except for petroleum products in vehicles, shall be brought onto, stored, or used on the premises. Only hazardous substances intended for consumer use may be brought onto the property, and must be stored properly so as to avoid risk of injury or any violation of any state or federal rule or regulation related to hazardous materials.
- 21. Refuse.** All household refuse, garbage or trash shall be deposited in the disposal facilities provided for that purpose. Household refuse, garbage or trash shall be securely bagged before it is placed in the disposal facility. All household refuse, garbage or trash shall be placed inside the trash receptacle and not placed on the ground. No refuse, garbage or trash shall be thrown, placed or kept anywhere on the common elements of the KOF. Highly combustible substances such as paint, petroleum products and the like, shall not be disposed of anywhere on the premises including any drain or sewer facility. Only recyclable items should be placed into the "Recycle Bin" following the written guidelines located inside the refuse area. **No bulky construction material including, but not limited to, furniture, mattresses, bricks or appliances are to be placed in the disposal area. It is the resident's responsibility to haul away their bulky or oversized items and not place them into the disposal facility or disposal area.** An immediate fine of \$250.00 will be imposed for each occurrence of bulky items that are left inside the disposal facility area.

- 22. Liability for Damage.** Each owner shall be liable to the Association for all costs and expenses, including attorneys' fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common or limited common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.
- 23. Association Disclaimer of Liability.** All persons using the premises do so at their own risk and must at all times use caution in so doing. The Association, its officers, directors, agents and employees shall not be liable in any manner whatsoever for loss of or damage to any personal property of, injury to, or death of, any person whether such loss, damage, injury, or death occurs in an apartment or in the common or limited common elements.
- 24. Apartment Owner Insurance.** Pursuant to the resolution dated October 15, 2008 adopted by the Board and a majority of owners, each apartment owner must obtain insurance, such as an HO-6 policy or its equivalent, for the owner's apartment.
- 25. Collection Policy.** Pursuant to Article V. section 5 of the bylaws, the penalties and late charges for late payment of assessments shall be as follows:
- a) All assessments shall be due by the first day of the month (the "Due Date"). The Managing Agent shall charge a delinquent owner a late charge of thirty-five dollars (\$ 35.00) for any assessment which is not paid in full as of the tenth day of the month in which the assessment is due.
 - b) If payment is not received by the tenth day after the Due Date, the Managing Agent shall send the owner a written notice of the late charge and shall request immediate payment of all amounts due.
 - c) If the owner fails to pay an assessment within thirty (30) days of the Due Date, the Managing Agent shall send the delinquent owner a second written notice that if the account is not paid in full within thirty (30) days of the date of the notice, it will be turned over to the Association's attorneys for collection and the owner will have to pay of any attorney's fees and costs charged to the Association
 - d) The Managing Agent shall transfer to the Association's attorney any account which remains delinquent after the date stated in the second notice.
 - e) If an account is transferred to the attorney, the attorney shall send the delinquent owner a written notice that if the account is not paid in full within thirty (30) days, a lien will be recorded against the owner's property.
 - f) The attorney shall sign any lien prepared by the Association's attorney against the delinquent unit and the attorney shall record it.
 - g) The Managing Agent shall also consult with the Association's attorneys and, if appropriate, transfer any account in which: (i) the owner files bankruptcy; or (ii) anyone else commences foreclosure against the owner's property.

SECTION 2. ANIMALS

- 1. Registration.** All animals must be registered with the Resident Manager within 5 days of moving into KOF. The KOF "**Animal Registration Form**", must include copies of the following information;
- a. Current City and County of Honolulu dog license.
 - b. Photo of the animal either printed or digitally.
 - c. Service animal documentation, (if applicable).

2. **Indemnification.** Animal owners agree to indemnify, defend and hold the Association, its directors, employees and agents harmless from and against loss or liability of any kind whatsoever arising from their animals(s).
3. **Licensing.** A current City and County of Honolulu dog license must be worn at any time the animal is outside the apartment (i.e., on common or limited common elements).
4. **Insurance.** Dog owners must procure at their sole cost and expense and keep in force during the entire period of time that a dog is kept on the KOF, the following minimum insurance requirements:
 - a. **A general liability policy** covering liability arising out of the presence of the dog on the property. Such insurance will have minimum limits of \$300,000 Each Person/Each Accident. All coverage required of the owner shall be primary over any insurance program carried by the Association. The Association must be included as an Additional Insured under all required insurance policies. The above insurance requirement is not intended to substitute for complete compliance with any applicable rules.
5. **Restrictions.** The following restrictions shall be applicable to all animals:
 - a. **No more than TWO (2)** domestic animals will be allowed per apartment.
 - b. The total combined weight of any two (2) domestic animals may not exceed one hundred (100) pounds in weight.
 - c. No two (2) domestic animals when infant or juvenile of a type or breed, when fully grown, that are likely to exceed one hundred (100) pounds in weight, may be kept in KOF property.
 - d. Residents already in possession of such domestic animal(s) that exceed those weight restrictions are not required to remove their animals from KOF. However, once that animal(s) expires, these House Rule restrictions apply.
 - e. Owners shall at all times be responsible for any excessive noise made by any permitted animals including those of any tenant, occupant or guest. Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more may be deemed a nuisance and be required to be promptly removed from the KOF upon written notice from the Board of Directors.
 - f. Animals prohibited by law to be imported into the State are not permitted anywhere on the premises at any time.
 - g. Animals in common elements must be under COMPLETE CONTROL of a responsible human companion, who is physically able to restrain the animal, on a short hand-held leash (6 feet maximum) or in a pet carrier. Retractable leashes must be kept at 6 feet or less, while in KOF.
 - h. No animal is allowed to roam free and may not be tied or left unattended in any limited common elements. Animals in a privacy yards must be accompanied by a human companion. If an animal is unaccompanied while in a privacy yard, the animal must be tied. No animal shall be left unaccompanied in a privacy yard while the home is unoccupied by a human companion.
 - i. No animals shall be brought onto the KOF property by contractors or other persons entering KOF, with the exception of assistance animals required by disabled guests.
 - j. Animals shall not be kept, bred or used for any commercial purpose.
 - k. Animal owners are responsible for any damage to the common or limited common elements caused by their animals, including the cost of having the common elements professionally cleaned. Any subsequent damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage are also the full responsibility of each owner.
 - l. Persons who walk animals in Common or Limited Common Areas, are responsible for IMMEDIATELY cleaning up after their animals, and discarding SECURELY BAGGED animal droppings in trash containers. Failure to comply may result in a monetary fine, (see Section 10, #2, of these House Rules).
 - m. Animals must be on an active flea and tick control program. Infested animals will not be permitted on the premises at any time.

- n. Animals that exhibit aggressive or vicious behavior or that in the sole discretion of the Board threaten the health or safety of occupants or other pets shall be promptly removed from KOF upon written notice from the board.
6. **Assistance Animals.** The Board will grant reasonable exemptions from certain pet restrictions for the benefit of disabled residents who need Assistance animals, as required by applicable provisions of the Federal Fair Housing Act and/or Americans with Disabilities Act. Assistance animals shall comply with all the other pet/animal restrictions of this Section 2 of these House Rules.
 7. **Stray Animals.** Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, residents are prohibited from feeding wild birds from their lanai, in their privacy yards or in common areas. Injured or stray animals should be reported to the Hawaiian Humane Society for pick up.
 8. **Violations.** In addition to any other remedies, violation of any of the rules related to animals shall provide a basis for the Board of Directors to notify the animal owner that the animal must be promptly removed; provided that in the case of assistance animals, the notice shall give a reasonable time to replace the assistance animal, unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants at the KOF property.

SECTION 3. KEY POLICY

1. **No Lockout Service.** The Association does not retain any keys to the apartments. Owners and Occupants are urged to make their own arrangements to provide access to their apartment, including calling a locksmith if necessary.

SECTION 4. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Reservations.** No common element may be reserved for exclusive use by any persons unless expressly permitted by these House Rules, or by written policy adopted by the Board of Directors.
2. **Obstruction of Ingress and Egress.** The driveways, sidewalks, passageways, and walkways are for ingress and egress only, and shall not be obstructed, loitered in, or used for any recreational or boisterous activity of any nature. No items of personal property, except as otherwise allowed by these House Rules, shall be placed or left in any of those areas.
3. **Moving.** Moving in or out of a KOF apartment must be performed only during the hours of 8:00 a.m. to 5:00 p.m., on Mondays through Saturdays. No moving is permitted on Sundays.
4. **Association Property.** Furniture, furnishings, and other property of the Association located in the common elements shall not be altered or removed from their locations.
5. **Signs.** No owner, occupant, tenant, or other person at his or her direction shall place a "For Sale," "For Rent," "Open House," or other signs anywhere on the premises. "Open House" signs must comply with the Ko Olina Community Association's guidelines, policies and procedures.
6. **Wind Chimes.** Small to medium size wind chimes may be hung on lanais provided they do not conflict with Section 1, #5 "Noise" of these House Rules.
7. **Decorations.** Christmas decorations are permitted and can be displayed from the day after Thanksgiving until January 7th only.

8. **Fire Equipment.** Tampering with fire alarms and other fire safety equipment is a criminal offense, and the Association will actively pursue prosecution of all offenders. An immediate fine may also be imposed for each instance of tampering with fire equipment and the Association may seek the eviction of persons responsible if they are tenants.
9. **Identification.** Management is authorized to require any person anywhere on or about any of the common elements to identify himself or herself by name and apartment number and, if a guest, required to give the name and apartment number of the owner or occupant being visited, and to confirm the physical presence of that owner or occupant on the premises.
10. **Restrictions on Use.** All common elements shall be used only for their respective purposes as designed. Except for the use of the common elements in accordance with their intended purposes, no person shall loiter in any common element, or engage in any form of recreational, construction use or boisterous activity therein. The common elements and limited common elements shall not be used for any commercial or religious purposes.
11. **Fireworks.** Fireworks are strictly prohibited.

SECTION 5. VEHICLES AND PARKING

1. **Vehicle Definition.** The term “vehicle” shall mean automobiles, trucks, motorcycles, motorbikes, mopeds, scooters and golf carts and any other motorized transportation devices. Commercial vehicles, oversized vehicles, boats and trailers are strictly prohibited vehicles in any driveway or a guest parking stall. Prohibited vehicles must be parked completely in an enclosed garage or parked offsite.
2. **Vehicle Registration.** All resident vehicles must be registered with the Resident Manager’s office. Vehicles not possessing current licenses and/or safety inspection stickers cannot be registered before they are properly registered with the City & County of Honolulu or they may be considered to be parked on private property without authorization, and may be towed without notice from the premises at the vehicle owner’s risk and expense.
3. **Guest Parking Stalls.** All overnight guests must obtain a Guest Parking Pass in order to park overnight in a guest parking stall. Residents who require temporary parking in a guest parking stall must also obtain a Parking Pass. Passes are available from the Resident Manager during regular business hours. All parking passes must be visibly displayed and hung from the rear view mirror. Any vehicle found parked in guest parking after midnight without a valid Guest Parking Pass, will be towed at the vehicle owner’s expense.
4. **Vehicle Condition.** All vehicles on the premises shall be in operating condition, and must display current licenses and safety inspection stickers, as required by law. All vehicles shall be equipped with effective mufflers.
5. **Garages and Driveways.**
 - a. Vehicles shall be parked only in the garages belonging to an apartment and/or in the driveway area fronting the apartment’s enclosed garage, if space permits. Permission must be obtained for the use of another apartment’s driveway from the person who owns that enclosed garage.
 - b. Owners and occupants shall maintain their parking garages and appurtenant driveway in a clean condition, free from accumulation of oil or other deposits and shall be responsible for the cost of cleanup performed by the Association.
 - c. Parking is not permitted on any sidewalk, street or thoroughfare. No part of any vehicle may protrude onto a sidewalk, street or thoroughfare. Sidewalks begin and end at each of the 3 entrances. Parking sideways in short driveways is discouraged as damage to landscaping features has been noted. Homeowners and their tenants are encouraged to use the garage for parking vehicles.

- d. The parking and driveway areas shall be used for vehicle parking consistent with this section, and ingress and egress, and for no other purpose, except as specifically authorized by the Board of Directors.
- e. No oil mats may be left on driveways when not in use.
- f. Commercial signage or advertising on any vehicle that is visible on the exterior of the vehicle is not allowed.

6. Curbside Loading/Unloading. Curbside loading and unloading of items for delivery to or from an apartment may be performed in designated areas by occupants and delivery truck operators for periods not to exceed thirty (30) minutes.

7. Vehicle Repair and Cleaning. No major repairs may be made to any vehicle on the premises. For purposes of this section, a "major repair" is defined as a repair that may involve excessive noise, or spillage of oil or other deposits. Vehicles may be washed in the driveway fronting the garage of an apartment provided that it does not obstruct the access to or from any other garage. In no event may any owner flush the radiator of a vehicle on the premises. Disposal of oil or other petroleum products or other substances which could be considered hazardous materials under any state or federal law is prohibited at KOF.

8. Operation of Vehicles, Bicycles, and Other Devices on the Common Elements.

- a. The vehicle speed limit on the premises is 5 mph maximum. All operators of vehicles must be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car or be exempt from such licensing requirements. The license must be carried by the operator at all times and shown to the Resident Manager upon request.
- b. Drivers shall observe all traffic signs, exercise extreme caution for the safety of pedestrians, and operate their vehicles quietly.
- c. Bicycles without training wheels may be used on the common element roadways for the purpose of ingress and egress or for transportation, provided that they are duly-licensed with the City and County of Honolulu and operated in accordance with these House Rules. Skateboards, trikes, bicycles with training wheels, rollerblades and scooters are allowed on the sidewalks and at designated crosswalks with caution, but will be prohibited if they are used in a reckless manner. Anyone using a skateboard, trike, bicycle with training wheels, rollerblades, or a scooter in the project: (i) does so at his or her own risk; and (ii) will be held fully and completely responsible for the consequences of any damage to property or injury to an individual that results from such use. In the case of children under the age of 18, parents shall be held fully and completely responsible for any damage to property or injury to an individual that results from the use of any of those items by the children of the parents.
- d. All bicycles, skateboards, trikes and scooters must be stored within the apartments, garages or privacy yards.

9. Use of Golf Carts and Electric Vehicles.

- a. All Golf Carts must comply with the Ko Olina Community Association's guidelines, policies and procedures.
- b. All Golf Carts must have lights if operated at night.
- c. All operators of Golf Carts must be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger car or be exempt from such licensing requirements. The license must be carried by the operator at all times and shown to the Resident Manager upon request.
- d. Electric vehicles charging stations require Design Committee approval.

10. **Storage Containers.** Owners may keep storage containers or Pods on the driveway apron that leads to their apartment's garage for a maximum period of seven (7) days. Any storage items left in the driveway past this period of time may be removed by the Association and the apartment owner may be fined in accordance with Section 10 "Violations of House Rules – Fining Policy".

SECTION 6. DESIGN COMMITTEE

1. **Approval Process.** Within forty-five (45) days after submission of plans along with a complete "Request for Design Committee Approval" form, the Design Committee shall review the plans and return them to the owner indicating its approval or disapproval. The forty-five (45) days shall commence upon receipt of a complete set of plans. If disapproval is indicated, the Design Committee's rationale shall be provided. If the consent of other parties is required (such as the Ko Olina Community Association or a percentage of owners), the owners presenting the plans shall be responsible for obtaining this consent at their expense. See Section 12, Design Committee Guidelines, for additional information.

SECTION 7. PRIVACY YARD

1. **Privacy Yard Area Definition.** The term "privacy yard" shall mean the limited common element land area belonging to the respective apartments as bounded by a fence running along the perimeter of such yard area.
2. **Privacy Yard Maintenance.** The owner shall be responsible for the maintenance and upkeep of the privacy yard, which includes all landscaping within such privacy yard. Such area shall be maintained in a clean, orderly and presentable condition, which shall include the trimming of grass and other plant life as well as the removal of dead foliage. Trees must be maintained at no higher than 20 feet, with the exception of Palm Trees, and with the exception of "C" Units which height limit is 15 feet. Plant life must not overhang or lean on the privacy yard fence. Any damage made to the fencing caused by owner owned plant life or any other personal material, will be the responsibility of the owner.
3. **Privacy Yard Irrigation.** Owners are responsible for maintaining their irrigation systems. Sprinkler heads need to be a minimum of 18 inches away from the building. Over watering that extends into the Common Element areas is strictly prohibited.
4. **Privacy Yard Modifications.** Owners may landscape their privacy yard provided that any landscaping, plants, shrubs, and trees shall comply with any written landscaping restrictions and guidelines established by the Board of Directors which may include height limitation and restrictions. **Design Committee approval must be obtained if any alterations are made to the original layout or structure of existing privacy yards.**
5. **Use of Privacy Yards.** The owner may use the privacy yard in any suitable manner provided that it shall not be used for the temporary or permanent storage of any equipment, boats, kayak, vehicles, broken, rusted or unsightly items. No temporary housing is allowed. Any attached or unattached structures, other than table umbrellas, must have Design Committee Approval. Owners may place appropriate yard or garden furnishings specifically designed for outdoor use, within the yard area. Table umbrellas are allowed provided they are uniform with the building design décor, are natural in color and have no printed solicitation. Design Committee Approval must be obtained for any outdoor storage containers. The drying of any clothing, laundry or other materials shall not be permitted within the privacy yard; except that the occupants of a townhouse may hang laundry in an area of their privacy yard that is not visible from the outside.
6. **Outdoor Barbecuing.** Portable barbeques are permitted provided they are electric or gas. Cooking that involves any other source of open flame, such as charcoal or wood burning grills are strictly prohibited. **Portable grills must be at least 12 inches away from any wall, post or fence when in use**, and properly stored with a covering when not in use. Fires other than for outdoor cooking in designated areas are not permitted.

7. **Fence.** The maintenance of privacy fences and gates are the owner's responsibility. The location, design, color or height of a fence may not be altered or moved by any owner.
8. **Retractable Awnings.** Awnings facing outward towards the exterior of the KOF shall be uniform for the purpose of enhancing the uniform exterior appearance of the building, as determined in written Design Committee Guidelines established by the Board of Directors and/or Design Committee. The prior written approval of the Design Committee must be obtained before any installation of privacy yard retractable awnings. See Design Committee Guidelines for more information.

SECTION 8. LANAIS

1. **Lanai Area Definition.** The term "lanai areas" shall mean the limited common element area that overhangs the ground floor unit's entry and the overhang of the second floor unit's entry that belongs to the respective apartment.
2. **Lanai Area Maintenance.** The owner shall be responsible for the maintenance and upkeep of the lanai areas. Such area shall be maintained in a clean, orderly and presentable condition.
3. **Use of Lanais.** The owner may use the lanai areas in any suitable manner provided that it shall not be used for the temporary or permanent storage of materials, personal property, broken, rusted or unmaintained furniture, bicycles, surfboards, paddle boards or toys. Only furniture designated for outdoor use may be placed on the lanai areas. Owners may place potted plants with an overflow pan. The drying of any clothing, laundry or other materials is not permitted. No items are to be draped over, nor hung onto the lanai railings.
4. **Lanai Outdoor Barbecuing.** Barbecuing is allowed on the lanai area of each apartment, provided that the portable barbeque is electric or gas. Cooking that involves any other source of open flame, such as charcoal or wood burning grills are strictly prohibited. Portable grills must be at least 12 inches away from any wall, railing or post when in use, and properly stored with a covering when not in use and in an unobstructed manner within the lanai. Open flames other than for outdoor cooking in designated areas are not permitted.

SECTION 9. POOL, SPA AND RECREATION PAVILION

1. **No Lifeguard on Duty.** There is no lifeguard on duty. Residents and their guests use the swimming pool at their own risk. 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 must be accompanied by someone who can ensure their safety when using the pool.
2. **Use.** The pool, spa and recreation pavilion areas are for the exclusive use of KOF residents and their guests. Each apartment shall be limited to no more than four (4) guests at a time. Residents shall be responsible for the safety and supervision of their guests and must accompany their guests at all times.
3. **Alcohol.** The KOF Association discourages the use of alcohol. Alcohol is not allowed on the pool deck.
4. **Hours of Use.** The recreation center may only be used between the hours of 8:00 a.m. to 10:00 p.m. daily, subject to closure from time to time for clean-up or maintenance purposes.
5. **Reservation of the Recreation Pavilion.** The Recreation Pavilion may be reserved on a first-come, first-served basis according to the written procedures established by the Board of Directors. Reservations are limited to one per day on a first-come, first-served basis and limited to 20 guests for up to four (4) hours. **A Recreation Center Reservation form must be completed and submitted to the Resident Manager along with the appropriate refundable deposit.**

6. **Spa Use and Safety.** For health and safety reasons, children under the age of eight (8) years old are not allowed in the spa unless accompanied by an adult. The adult supervising the child is solely responsible for the child's safety and for monitoring that such child does not become overheated by the spa. Pregnant women and individuals who have a medical condition, are on medications, or who have consumed alcohol or other controlled substances use the spa at their own risk, and are advised to consult with a physician regarding the safety of spa use prior to using the spa.
7. **Appropriate Attire.** Swimmers must wear proper swimming attire. Bathing caps and hair bands are strongly recommended to constrain longer hair. Hair pins are not permitted in the pool. Diapers are not permitted in the swimming pool or spa unless protected with waterproof covering.
8. **Showers Required.** All persons using the pool and/or spa must take a shower prior to entering the pool or spa.
9. **Health Precautions.** For health reasons, persons having an infectious or communicable disease or any open blisters, cuts, etc., shall be excluded from the swimming pool and spa. Spitting, spouting water, nose blowing, or urinating in the pool and spa are strictly prohibited. After pool and spa use it is required to dry off thoroughly prior to entering the pavilion area. In the event of accidental fecal or vomitus discharge the swimming pool shall be immediately closed for cleaning and reopened at the discretion of the Resident Manager.
10. **Noise and Nuisances.** Diving, jumping, running, horseplay or loud conduct is not permitted in the pool area or on the pool furniture. Earphones or headsets must be used for any music, radio or television. Guitar, ukulele or other electrical or musical instruments may not be used in the pool or recreation area without the approval of the Resident Manager.
11. **Animals.** No animals are allowed in the pool pavilion area, except for animals required for disabled persons. No animals are permitted in the pool or spa.
12. **Dangerous or Hazardous Items.** No large floatation devices, balls, oversized toys, surfboards, boogie boards, diving fins or scuba equipment are permitted in the pool area. Glassware, bottles, ceramics, china wear or other breakables are not permitted in the pool area. Used paper goods and other litter should be deposited in the trash bins provided.
13. **Pool Furniture.** No pool furniture shall be removed from the pool area nor shall other furniture be placed in the pool area. Lounge chairs should be covered with a towel during use.

SECTION 10. VIOLATION OF HOUSE RULES - FINING POLICY

1. **Authority.** Compliance with these House Rules is required by Chapter 514B, Hawaii Revised Statutes, as well as by the Ko Olina Fairways Declaration of Condominium Property Regime and By-Laws. The violation of any House Rules adopted by the Association of Apartment Owners of the Ko Olina Fairways gives the Board of Directors or its agent the right to seek compliance with the rules, through cooperation or by efforts to:
 - a. 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 fee and other costs shall be borne by the defaulting apartment owner.
 - b. If any violation of these House Rules results in damages of the project, the apartment owner shall be held responsible for all cost of damages. Apartment owner will be notified in writing of action to be taken. If owner so desires, he or she may request a hearing before a committee named by the Board to conduct an appeals hearing.

2. Unless Otherwise Stated in these House Rules: Fining Policy for Violating the House Rules shall be as Follows:

- a. **1st Offense** – A first written notice of violation will be promptly issued by the Resident Manager. The owner in all cases is responsible for resolving the violation and has Ten (10) business days to comply. Violation Notices will be disbursed to the follow parties;
 - i. The Resident responsible for the violation
 - ii. The Apartment Owner
 - iii. The Rental Agent (if applicable)
- b. **2nd Offense** – A second written notice of violation will be issued and a \$100.00 fine will be assessed.
- c. **3rd Offense** – A third written violation will be issued and a \$250.00 fine will be assessed. The violation will be turned over to the association’s attorney. The apartment owner will be responsible for any and all legal fees.
- d. **Safety Violation** – Any violation and/or actions by an apartment owner, their occupants or their guests that is deemed to be a safety hazard or is a detriment to any individual, at the discretion of the Board of Directors will be assessed an automatic \$250.00 fine.

3. Receipt for House Rules. Upon adoption, a copy of these House Rules will be mailed to all current owners of record, and shall also be available from the Resident Manager and/or Managing Agent. Owners shall be required to provide all occupants of their apartment with a copy of the House Rules.

4. Appeal Process. Violations must be appealed within 30 days of the date of the violation by forwarding a written response to the Board of Directors c/o the Managing Agent. If no written response is received within the 30 day period, the violation and fine (if assessed) will be deemed valid. However, if the fine is paid, the apartment owner may initiate a dispute resolution process.

SECTION 11. NON-DISCRIMINATORY POLICY

1. **Pursuant to HRS Chapter 515;** Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discriminatory policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:
 - a. In granting or withholding any approval or consent required under the Association’s rules.
 - b. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
 - c. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant’s or visitor’s disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
 - d. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

2. **The Board will suspend any requirement of the Association rules;** which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting; an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association will require written confirmation of the disability from a qualified physician, including a statement from the physician as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

SECTION 12. DESIGN COMMITTEE GUIDELINES

1. **General Information.** For certain modifications, Design Committee approval is required. Owners must submit a “**Request for Design Committee Approval**” Form. Refer to the “Design Committee Guidelines” document.

SECTION 13. ANTENNA & SATELITE DISH INSTALLATION POLICY

1. **General Information.** Owners are cautioned against installing any antenna or satellite dish anywhere on the buildings. Approval must be obtained from the Board of Directors. **Design Committee approval must be obtained prior to any installation.**

SECTION 14. RULES FOR INSTALLATION OF SOLAR ENERGY DEVICES

1. **General Information.** Only an Owner of apartments may install a solar energy device, and are required to abide by the “Solar Energy Devices Installation Policy”. Approval must be obtained from the Board of Directors. **Design Committee approval must be obtained prior to any installation.**