



The Fairways

Ko Olina Resort

RULES AND PROCEDURES HANDBOOK

(Revised 3-1-2006)

• Board of Directors
The Fairways Owners' Association
March 1, 2006

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HOUSE RULES FOR KO OLINA FAIRWAYS

(Revised March 1, 2006)

The primary purpose of these House Rules is to protect all Owners, Occupants and Guests from annoyance and/or nuisance caused by improper use of the apartments and common elements; and to protect the reputation and desirability of the Ko Olina Fairways by providing for maximum enjoyment, comfort and security while promoting harmonious living.

The House Rules supplement but do not change the obligations of the Owners of apartments at Ko Olina Fairways as set forth in the Declaration of Condominium Property Regime of Ko Olina Fairways (the "Declaration") and the By-Laws of the Association of Apartment Owners of Ko Olina Fairways (the "By-Laws"). In the event of any inconsistency, the Declaration or the By-Laws, as the case may be, will control over these House Rules.

The Board of Directors (the "Board") shall be responsible for the enforcement of these House Rules, but 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 Owners, Occupants of any apartment(s), 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. "Owner" shall mean an owner or co-owner of an apartment in the Ko Olina Fairways project.
2. "Occupant" shall mean any person (other than the owner) renting, leasing, residing, or otherwise present in an apartment in the Ko Olina Fairways project.
3. "Guest" shall be deemed to include family members, invitees or other visitors to an apartment or the project.
4. "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 the Project.
5. "Resident Manager" shall mean the on-site manager who's office is located at the entrance to the pool area.
6. "Managing Agent" shall mean the property management entity retained by the Board.
7. "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 lots.
8. "Limited Common Elements" shall be as defined in the Declaration, including, but not limited to those areas of the project intended for the exclusive use of less than all owners, such as privacy yards and garages.

ARTICLE I. GENERAL

Section 1. Use. The apartments shall be occupied and used only as permanent or temporary residences, and for no other purpose.

Section 2. Registration. Owners and occupants who occupy an apartment for any period, and all guests who occupy an apartment for a period of seven calendar days or longer, must register with the Resident Manager on or prior to the commencement of occupancy.

Section 3. Invitations to Guests. Guests may be invited onto the premises only by an owner or occupant.

Section 4. Noise. No person shall make any noise or engage in any loud or offensive conduct, which shall disturb or annoy any other occupant or guest. 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. No construction, delivery, moving, or other work that might disturb or annoy any occupant of the Project shall be permitted between the hours of 7:00 p.m. and 8:00 a.m., except in an emergency situation.

Section 5. Responsibility of Owners for Conduct of Occupants and Guests. Owners shall be responsible for ensuring compliance by their tenants, employees and any other persons using the Project on their behalf with the Association's Declaration, By-Laws and these House Rules. Owners shall be responsible for the conduct of their occupants, guests, employees and any other persons using the Project 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 and/or guests of their respective unit.

Section 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.

Section 7. Exterior Surfaces. No awnings, shades, screens, venetian blinds, window guards, radio or television antennae except in accordance with the attached Antenna Policy, or other objects shall be attached to or hung from the exterior of the buildings or protruding through the walls, windows, or roofs thereof. No notice, advertisement, bill, poster, illumination, display, or other means of visual communication shall be inscribed or posted on or about the premises (except within apartments in locations not visible from the outside of the buildings). Only the Board of Directors may grant exceptions to this House Rule.

Section 8. Exterior Installations. No 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 Project Building except in accordance with the attached Antenna Policy. No air conditioning unit may be installed in any apartment without approval of the Board of Directors and owners as may be required by the provisions in the governing documents and/or Hawai'i law, or as otherwise provided by written guidelines established by the Board of Directors and/or Design Committee for such purpose. No nameplates, initials, other personal identifying signs or lettering, or other objects or things shall be placed on the outside of exterior doors or walls, on windows visible from the exterior of the buildings, or on parking stalls, except those originally installed by the Developer, or those which may be subsequently permitted by written guidelines established by the Board of Directors and/or Design

Committee, or in accordance with such other uses reserved in any easement contained in the Declaration.

Section 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 outward appearance of the buildings. No occupant may use bed sheets or similar items as drapes or cover the windows with newspaper or aluminum foil. (No occupant may use bed sheets or similar items, newspaper, paper or aluminum foil to cover the windows). 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.

Section 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, and no owner shall make or permit any change to the entry door of his or her apartment (or any locks, hinges, or other hardware attached thereto) or the stairs or railings that would be visible from outside any apartment without prior written approval from the Board of Directors. 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.

Section 11. Garage Door Windows. All apartment windows and window coverings facing outward toward the exterior of the Project shall be uniform in tint and type, as determined in written guidelines as may be established by the Board of Directors and/or Design Committee, for the purpose of enhancing the uniform exterior appearance of the buildings. No occupant may use fabric, paint, newspaper aluminum foil or any similar item as window covering and/or tint. The repair or replacement of windows is the responsibility of the owner. See ARTICLE IX. DESIGN COMMITTEE GUIDELINES for specific use and additional information on this topic.

Section 12. Deliveries. The Association, its officers, directors, employees, and agents shall not be liable for loss of or damage to packages or other deliveries or for any article or for any personal property of an occupant placed or left in or about the common or limited common elements.

Section 13. 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 approval and complying with any conditions of such approval, including, but not limited to, the execution of an instrument in a form approved by the Board, to be recorded in the Bureau of Conveyances and/or filed in the Land Court, which indemnifies the Association, its officers, directors, members, 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 Project documents are intended to be in contravention of the State or Federal Fair Housing Acts ("Acts"). The Board 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 Project. The Board will also comply with the provisions of the Acts when acting upon requests by disabled persons for exemptions from any of the provisions of the Project's controlling documents which would interfere with said applicant's equal opportunity to use and/or enjoy their apartments and/or the common elements of the Project.

Section 14. Apartment Maintenance. Repair and maintenance of apartment interiors is the responsibility of the apartment owners, which includes the windows and doors. No Association employee shall be asked to repair or maintain any apartment.

Section 15. 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.

Section 16. 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.

Section 17. Refuse. Refuse, garbage or trash of any kind 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. No refuse, garbage or trash shall be thrown, placed or kept anywhere on the common elements of the Project. Highly combustible substances such as paint, petroleum products and the like, shall not be disposed of anywhere on the premises including placing the same in any drain or sewer facility.

Section 18. 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.

Section 19. 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.

Section 20. Pets.

a. No apartment owner or occupant shall keep any animals or pets in their apartment or on the common or limited common elements of the Project without the prior written approval of the Board of Directors. Pets must be registered with the Resident Manager within 5 days of moving into the Project. In addition to completion of a written registration form, the owner or occupant must provide: 1. Certificate of Insurance (see paragraph c below); 2. Current vaccination records; 3. Current license; and 4. Current photo of animal (3 x 5 or 4 x 6). A current City and County of Honolulu dog license (if applicable), must be worn at any time the pet is outside the apartment (i.e., on common or limited common elements).

b. Dog 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 dog or dogs.

c. 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 Property, the following minimum insurance requirements:

General Liability Insurance - 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.

Dog owners must furnish the Association with a Certificate of Insurance completed by a duly authorized representative of their insurer certifying that such policy is in force with at least the minimum limits of liability coverage and that coverage will not be cancelled, non-renewed, or materially changed except upon 30 days' written notice to the Association, as Additional Insured. All insurance will be provided through a company authorized to do business in the State of Hawaii. 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.

d. The following restrictions shall be applicable to all pets:

(i) Owners shall at all times be responsible for any excessive noise made by any permitted pets including those of any tenant. Pets who 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 Project upon written notice from the Board;

(ii) Animals or pests prohibited by law to be imported into the State are not permitted anywhere on the premises at any time;

(iii) No more than two domestic animals will be allowed per apartment;

(iv) Tenants of an owner may only keep pets with the written permission of the owner;

(v) Pets in common elements must be under COMPLETE CONTROL of a responsible human companion, who is physically able to restrain the animal, and on a short hand-held leash (6 feet maximum) or in a pet carrier.

(vi) When not on leash, pets must be confined to an apartment or fenced-in privacy yard, must not be allowed to roam free, and may not be tied or left unattended in any common area.

(vii) No pets shall be brought onto the Project by contractors or other persons entering the Project at the behest of or on behalf of the owner or tenant.

(viii) Pets shall not be kept, bred or used for any commercial purpose.

(ix) Pet owners are responsible for any damage to the common elements caused by their pets. 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 pet owner.

(x) Persons who walk pets, or keep pets in Limited Common Areas, are responsible for IMMEDIATELY cleaning up after their animals, and discarding SECURELY BAGGED pet droppings in trash containers.

(xi) Cat litter may NOT be disposed of in toilets, but must be discarded in SECURELY TIED BAGS in the trash containers.

(xii) Pets must be on an active flea and tick control program. Infested pets will not be permitted on the premises at anytime.

e. Notwithstanding any other provision herein, visually impaired persons may keep guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may keep signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their apartments and may use such dogs/animals as reasonably necessary to enjoyment of the Project. Assistance animals will also be

permitted as required by applicable provisions of the Federal Fair Housing Act and/or Americans with Disabilities Act.

f. Animals who exhibit aggressive or vicious behavior or who in the sole discretion of the Board threaten the health or safety of occupants or other pets shall be promptly removed from the Project upon written notice from the Board.

g. 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.

h. In addition to any other remedies, violation of any of the rules related to pets shall provide a basis for the Board to notify the pet owner that the pet must be promptly removed.

ARTICLE II. KEY POLICY

Section 1. No Authority for Access. Management shall not comply with any request by an occupant to permit anyone access to his or her apartment. Management will not accept or hold keys for any apartment.

ARTICLE III. COMMON ELEMENTS

Section 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.

Section 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.

Section 3. Moving. Moving must be scheduled, and 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.

Section 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.

Section 5. Signs. No owner, lessee, or other person at his or her direction shall place a "For Sale," "For Rent," "Open House," or any other signs anywhere on the premises.

Section 6. 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.

Section 7. 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, 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.

Section 8. 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 or

boisterous activity therein. The common elements and limited common elements shall not be used for any commercial or religious purposes.

Section 9. Hours of Use. No person shall use or remain in the common elements during hours that those areas are closed, as provided in these House Rules, except for purposes of ingress and egress to and from the apartments, unless authorized to do so by the Board of Directors or these House Rules.

ARTICLE IV. VEHICLES AND PARKING

Section 1. Vehicle Definition. For purposes of this Article IV, the term "vehicle" shall mean automobiles, trucks, motorcycles, motorbikes, mopeds, Golf Carts and Low Speed Vehicles, and any other motorized transportation devices. The exception from the definition is made for "commercial vehicles" and "oversized vehicles," "boats and trailers," which in general, are vehicles that are not considered compatible in the Project. Commercial, oversized vehicles, and boats and trailers are prohibited vehicles in guest parking stalls, or driveways.

Section 2. Vehicle Registration. Except for a guest's use of an occupant's parking stall as authorized by Section 4, below, all vehicles parked in garages belonging to an apartment must be registered with the Managing Agent.

Section 3. 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.

Section 4. Parking Garages and Stalls.

a. Vehicles shall be parked only in the garages belonging to an apartment and/or in the driveway area fronting the apartments enclosed garage, if space permits, or unless permission has been obtained for the use of another apartment's driveway from the person to whom that enclosed garage is owned.

b. Guest vehicles may be parked in the guest parking stalls, or in the driveway assigned to the occupant who they are visiting. **A vehicle parking in a guest stall shall not exceed the posted time limit** and shall not otherwise obstruct the ingress and egress from any other apartment's garage or driveway.

c. 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 in the event the owner or occupant fails to do so within fourteen (14) days of the date that Management gives written notice of the need for such cleanup to the responsible party.

d. 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.

e. 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 in writing by the Board of Directors.

Section 5. 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.

Section 6. Unauthorized Parking. Vehicles parked in parking stalls other than as authorized by Section 4, above, or for more than thirty (30) minutes in the loading zones, or in any other location on the premises, and vehicles not possessing current licenses and/or safety inspection stickers, will 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.

Section 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 the Project.

Section 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 on 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. All bicycles must be stored within the apartments, garages or private yards.

d. Use of Golf Carts and Low Speed Vehicles

i. Compliance with Law. No Golf Cart or Low Speed Vehicles shall be operated upon the roadways, driveways, parking lots or other common elements of the Project except in strict compliance with all applicable federal, state and local laws and regulations and with these Rules.

ii. Equipment.

(1) Definitions:

"Golf Cart" means a 4-wheeled motor vehicle whose speed attainable is not more than 20 miles per hour on a paved level surface.

"Low Speed Vehicle" means a 4-wheeled motor vehicle whose speed attainable in 1 mile is more than 20 miles per hour and not more than 25 miles per hour on a paved level surface.

(2) Each Golf Cart and Low Speed Vehicle must be equipped with such motor vehicle equipment as is compliant with federal, state and local laws and regulations and as is appropriate for motor vehicle safety.

iii. Operators.

(1) All operators of Golf Carts and Low Speed 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 on the operator at all times and shown to the Resident Manager upon request.

(2) All operators must be a resident, a guest of a resident or an employee of the Association.

Section 9. Vehicle Registration. All vehicles operated within the premises shall, if required by law, display a current State registration and be covered by liability insurance.

ARTICLE V. PRIVACY YARD AREAS

Section 1. Privacy Yard Areas Definition. For the purposes of this Article V, 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.

Section 2. 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.

Section 3. Use. 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 boats, vehicles, materials, equipment, personal property, temporary housing structures or broken, rusted, scarred or unmaintained furniture. Owners may place appropriate yard or garden furnishings (i.e., specifically designed for outdoor use) within the yard area. No open burning is permitted provided that the operation and use of portable barbecue equipment is permitted (either electric, gas or charcoal). The drying of any clothing, laundry or other materials shall not be permitted within the privacy yard.

Section 4. Landscaping. 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. See ARTICLE IX. DESIGN COMMITTEE GUIDELINES for additional information on this topic.

Section 5. Fence. The location, design, color or height of the fence may not be altered or moved by any owner.

ARTICLE VI. RECREATION CENTER

Section 1. Hours of Use. The recreation center may only be used between the hours of 8:00 a.m. to 8:00 p.m. daily, subject to closure from time to time for clean-up or maintenance purposes.

Section 2. Reservation of the Recreation Pavilion. The Recreation Pavilion may be reserved on a first-come, first-served basis by occupants, subject to the following conditions:

a. Reservations shall be made with Managing Agent Resident Manager according to written procedures established by the Board of Directors.

b. A reservation shall be forfeited if the person who made the reservation is not present within thirty (30) minutes of the time reserved.

c. If there is no reservation, the recreation center may be used on a first-come, first-served basis.

Section 3. Cleanup. After use, the recreation center and surrounding area shall be cleaned by the persons using them and left in a neat condition and shall be responsible for the cost of cleanup performed by the Association in the event the persons using the recreation center fail to do so.

Section 4. Swimming Pool. The use of the swimming pool shall be subject to the swimming pool rules posted in the Recreation Center including the hours of use. Owners and Occupants shall be responsible for the safety and supervision of their guests, and Owners and Occupants of an apartment shall be responsible for all non-swimmer owners and occupants of the same household. The Association will not be providing any lifeguard for the pool. See ARTICLE X. POOL RULES for additional information on this topic.

Section 5. Spa. For health and safety reasons, the Board of Directors recommends that children under the age of eight (8) years old not use the Spa at anytime. See ARTICLE X. POOL RULES for additional information on this topic.

ARTICLE VII. ENFORCEMENT

Section 1. Authority. Compliance with these House Rules is required by Chapter 514A, Hawaii Revised Statutes, as well as by the Ko Olina Fairways Declaration of Condominium Property Regime and By-Laws.

Section 2. Costs of Enforcement. All costs of enforcing these House Rules, including reasonable attorneys' fees and all other legal costs incurred by or on behalf of the Association, shall be promptly reimbursed by the apartment owner and/or occupant violating these House Rules or responsible for the conduct of the person violating these House Rules.

Section 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. The terms of any written lease between an owner and a lessee shall incorporate these House Rules by reference and require compliance by the lessee.

Section 4. Monetary Fines.

a. The Board of Directors may impose a monetary fine in the amount of \$25.00 on the owner of any apartment whose Owners, Occupants or Guests, individually or cumulatively, are issued more than two House Rule violation notices (citations) in any 12 month period. The third such citation issued during any 12 month period will carry a minimum fine of \$25.00, and each subsequent citation in any 12 month period will be a minimum additional \$25.00.

b. The Board of Directors may authorize the imposition of fines in amounts in excess of those specified in the preceding paragraph if it deems appropriate to do so, but must state in writing to the owner its basis for doing so.

Section 5. Penalties. In addition to or in lieu of monetary fines, the Board of Directors may prohibit the use of the recreation center by apartment Owners, Occupants or Guests, and any other persons for violations of the Declaration, the By-Laws, or these House Rules and, at its discretion, may establish a schedule setting forth the duration of such prohibition.

ARTICLE VIII. ANTENNA INSTALLATION POLICY

Section 1. General Information. Owners are cautioned against installing any antenna or satellite dish anywhere on the buildings, common elements or limited common elements without first obtaining approval from the Board of Directors. For important information on the installation of antennae and satellite dish receivers, please refer to the Antenna Installation Policy attached hereto.

ARTICLE IX. DESIGN COMMITTEE GUIDELINES

Section 1. General Information. Owners may landscape their privacy yard. Prior to installation, replacement and/or modification to the existing landscape or any portion of the privacy yard, owners should review the Design Committee Guidelines and then submit a written plan to the Design Committee for approval. Please see the Design Committee Guidelines attached hereto.

ARTICLE X. POOL RULES

Section 1. General Information. Owners, Occupants and Guests, are required to abide by the Pool Rules which are also posted inside the pool area. See Ko Olina Fairways Pool Rules attached hereto.

ARTICLE XI. INITIAL USE RESTRICTION AND RULES (KO OLINA COMMUNITY ASSOCIATION)

Section 1. General Information. Owners of apartments at Ko Olina Fairways must comply with the "Use Restrictions and Rules" of the Ko Olina Community Association. See Initial Use Restrictions and Rules attached hereto.

KoOlina Fairways Pool Rules

Residents and their guest use the swimming pool at their own risk. Parents are responsible for their children. (There will be no lifeguard on duty.)

Guests must be accompanied at all times by an adult resident. Residents are limited to no more than three guests at one time without a pavilion reservation from the Resident Manager.

Swimmers must wear proper swimming attire. Items such as hairpins and rollers can damage the pool equipment and must be removed before swimming.

All persons with shoulder length hair must either wear a bathing cap or properly constrain their hair.

All foreign material must be removed or showered from the body and attire before entering the pool, including suntan oil, ointment and sand.

Department of Health regulations require that:

- (A) All persons having an infectious or communicable disease shall be excluded from the swimming pool. Persons having any open blisters, cuts, etc., are advised that these are likely to become infected and are advised not to use the pool.
- (B) Spitting, spouting water, nose blowing, or urinating in the pool are strictly prohibited. No one may enter the water without first having showered; another shower is required after using the toilet.
- (C) Infants and toddlers to prevent contamination of the pool shall use swim diapers.

After using the swimming pool, bathers are required to dry themselves thoroughly before entering the recreation area.

Running, swearing, shoving, horseplay and loud conduct in the pool area or loud playing of radios is not permitted. Earphones or headsets must be used at all times with any tape or disc player, radio or television. Guitar, ukulele or other electrical or musical instruments may not be used in the pool or recreation area without prior approval of the Resident Manager.

Pets, swimming gear, large toys, surfboards or other equipment are not permitted in the pool area. (Small kick boards, masks or swimming goggles are acceptable.)

The use of glassware, bottles, ceramics, china wear or other breakables is prohibited. Used paper cups, paper plates and other litter should be deposited in trash bins provided for that purpose.

No pool furniture shall be removed from the pool area nor shall other furniture be placed in the pool area.

The pool may not be reserved for the exclusive use by anyone.

Jumping and diving into the pool is strictly prohibited.

For safety reasons children under the age of twelve (12) are not allowed in the spa unless accompanied by an adult. Spa users should consult their physician for medical advice on any health conditions which might restrict or limit their use of the spa.

Non-swimmers, regardless of age, are not permitted to use the pool unless accompanied in the water and supervised by a competent swimmer. For safety reasons, children under the age of the age of twelve (12) must be under the direct and immediate supervision of a responsible adult while in the pool or pool area.

KO OLINA FAIRWAYS
ANTENNA INSTALLATION POLICY

I. Background

This Antenna Installation Policy adopted by the Board of Directors of the Association of Apartment Owners of Ko Olina Fairways is intended to conform with the current Over the Air Reception Devices Rules ("OTARD") adopted by the Federal Communications Commission ("FCC") (47 C.F.R. Part 1, Subpart S, §1.4000 et seq.) governing installation of direct broadcast satellite antennas, multi-point distribution system ("wireless cable") antennas, and over-the-air broadcast antennas. A current OTARD Information Sheet (effective July 2005) published by the FCC is attached hereto. **IMPORTANT: Although Board approval of a proposed installation satellite dish reception dish and/or exterior wireless cable antenna may not be required in many circumstances, owners are strongly urged to review this Policy and the attached document prior to commencement of any work to avoid incurring costs in connection with the relocation of improperly placed or installed equipment.**

A. Existing Restrictive Covenants

The Association's By-Laws provide:

All limited common elements and common elements of the Project shall be used only for their respective purposes as designed.

No apartment owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his apartment or the Project nor alter, build or construct improvements, or remove any furniture, furnishings or equipment of the limited common elements and/or common elements except as permitted by the Declaration, as amended.

Other provisions of the governing documents of the project and of Chapter 514A, Hawaii Revised Statutes, also restrict installation of antennas. These restrictions will continue to apply to all installations of antennas except to the extent modified by OTARD.

B. Antenna Installations Affected by OTARD

The antennas which are currently covered by OTARD are:

(1) A "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite.

(2) An antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite.

(3) An antenna that is designed to receive local television broadcast signals. Masts higher than 12 feet above the roofline may be subject to local permitting requirements.

In addition, antennas covered by the rule may be mounted on "masts" to reach the height needed to receive or transmit an acceptable quality signal (e.g. maintain line-of-sight contact with the transmitter or view the satellite). Masts higher than 12 feet above the roofline may be subject to local permitting requirements for safety purposes. Further, masts that extend beyond an exclusive use area may not be covered by this rule.

II. Restrictions on Antenna Installation Affected by OTARD

Antennas covered by OTARD may be installed only in accordance with the following restrictions:

A. Any owner proposing to install an antenna shall provide the Board of Directors with written notice at least seven (7) days prior to installation. The notice shall include: (a) the type of antenna including dimensions and other specifications; (b) the name of the television service provider; (c) plans showing the location of installation and the manner in which the antenna will be installed and cables will be run into the apartment. The owner, prior to installation, shall also provide the Association with a copy of any applicable governmental permit.

B. Except as provided herein with respect to limited common elements, antennas shall not be installed, used, or maintained on or in the common elements of the Project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user's exclusive use and control, any other owner's apartment, or the air space of another owner's apartment or of a limited common element that is not within the antenna user's exclusive use and control.

C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by OTARD may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the owner's apartment, provided, however, that:

1. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;

2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required to repair and/or maintain.

D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however, that no antenna shall be

installed, used, or maintained in any apartment, without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.

E. If acceptable quality signals can be received by placing antennas and masts inside an apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from the exterior of the project, the fenced yard area adjoining the apartment (if any) or the apartment itself unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:

1. Antennas and masts shall be placed in the least visually obtrusive location which would not preclude reception of an acceptable quality signal.

2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may otherwise be received.

3. Antennas situated on the ground and visible from the street or from other apartments must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement.

4. If no existing landscaping or screening exists, the Board of Directors may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas.

5. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception of an acceptable quality signal. No bare metal may be exposed.

6. Exterior antenna wires shall be installed so as to be minimally visible.

7. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

As used in this Antenna Installation Policy, "preclude reception of an acceptable quality signal" means that reception would be impossible or would be substantially degraded.

F. Any installer of an antenna, other than the apartment owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts must be installed by licensed contractors providing proof of such insurance as may be required by the Board from time to time.

G. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of antennas and masts. Owners shall be responsible for repairing or replacement if the exterior surface of the antenna or mast deteriorates.

H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements, apartments of other owners, or void any warranties of the Association or other owners.

I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the Project which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.

J. No more than one (1) antenna of each type of service may be installed by an owner.

K. Antenna installations shall not present any safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by OTARD.

Installation of antennas or masts which present potential safety concerns require an application process. The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. Installation of such masts must be approved by the Board of Directors. Any application for these masts must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If the installation will pose a safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The written notice of rejection shall specify the safety risks.

Antennas and masts shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas or masts be placed where they may come into contact with such power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.

In accordance with Section 1609.0 of the National Building Code promulgated by Building Officials & Code Administrators International, Inc. and in light of the fact that

there have been two (2) hurricanes with peak gusts in excess of 100 mph in Hawaii since 1982, antenna installations shall be designed to withstand wind speeds of at least 80 mph.

L. Any tenant wishing to install an antenna or mast must seek permission through the homeowner/landlord.

M. Pursuant to OTARD, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by the Association, acting through its Board.

Ko'Olina Fairways Design Committee Guidelines

Within forty-five (45) days after submission of the plans, 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 general nature of the Design Committee's objections shall also be stated. The Design Committee's failure to make a decision within said forty-five (45) day period shall be deemed approval of the plans.

Christmas Decorations

Horizontal Property Regime, Exhibit Q, Initial Use Restrictions and Rules, Page 2, Paragraph (I): ...This shall include, without limitation, signs, energy conservation equipment, exterior lights, (except traditional holiday decorative lights, which can be displayed from the day after Thanksgiving until January 7 only)...

Air Conditioning Units

Units must be ductless split system, set on concrete slabs installed in the designated areas for the unit.

Privacy Yards

1. Plant material selected should be chosen for their ability to survive in the hot, dry and windy environment here at the Fairways.
2. Select smaller canopy trees and palm varieties that will attain a maximum of 17 feet Height/spread, with the exception of "C" Units where windows to the "D" Units would be blocked.
3. Tree and palm varieties should have non-aggressive root systems to avoid future problems with concrete slabs.
4. Automatic irrigation sprinkler heads need to be a minimum of 18 inches away from the building. Generally they need only be on for 3 minutes twice a day.
5. If landscaping includes night lighting, use low voltage landscape lights. Place lights to accentuate plants and pathways, but take care to avoid situations where excessive glare may be disruptive to other building units.
6. Trellis material used should be white vinyl and not to exceed the height of the existing fence.
7. Concrete in privacy yards is limited to 50% of the yard.

Ko Olina Fairways Pool Rules

Residents and their guest use the swimming pool at their own risk. Parents are responsible for their children. (There will be no lifeguard on duty.)

Guests must be accompanied at all times by an adult resident. Residents are limited to no more than three guests at one time without a pavilion reservation from the Resident Manager.

Swimmers must wear proper swimming attire. Items such as hairpins and rollers can damage the pool equipment and must be removed before swimming.

All persons with shoulder length hair must either wear a bathing cap or properly constrain their hair.

All foreign material must be removed or showered from the body and attire before entering the pool, including suntan oil, ointment and sand.

Department of Health regulations require that:

(A) All persons having an infectious or communicable disease shall be excluded from the swimming pool. Persons having any open blisters, cuts, etc., are advised that these are likely to become infected and are advised not to use the pool.

(B) Spitting, spouting water, nose blowing, or urinating in the pool are strictly prohibited.

No one may enter the water without first having showered; another shower is required after using the toilet.

(C) Infants and toddlers to prevent contamination of the pool shall use swim diapers.

After using the swimming pool, bathers are required to dry themselves thoroughly before entering the recreation area.

Running, swearing, shoving, horseplay and loud conduct in the pool area or loud playing of radios is not permitted. Earphones or headsets must be used at all times with any tape or disc player, radio or television. Guitar, ukulele or other electrical or musical instruments may not be used in the pool or recreation area without prior approval of the Resident Manager.

Pets, swimming gear, large toys, surfboards or other equipment are not permitted in the pool area.

(Small kick boards, masks or swimming goggles are acceptable.)

The use of glassware, bottles, ceramics, china wear or other breakables is prohibited. Used paper cups, paper plates and other litter should be deposited in trash bins provided for that purpose.

No pool furniture shall be removed from the pool area nor shall other furniture be placed in the pool area.

The pool may not be reserved for the exclusive use by anyone.

Jumping and diving into the pool is strictly prohibited.

Pool_Rules.txt

For health and safety reasons children under eight (8) years old are not allowed in the spa.

For health and safety reasons children are not allowed in the pool area without an adult.

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