



KO OLINA
HILLSIDE VILLAS

92-1506 Alii Nui Drive, Kapolei, HI 96707

HOUSE RULES & Resident Information

Effective – March 7, 2012

RESIDENT MANAGER'S CONTACT INFORMATION

OFFICE: (808) 680-0208. FAX: 808-680-0757

E-MAIL: frankt@koolinahillsidevillashawaii.com

CONTACT INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

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

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

INTRODUCTION

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

The primary purpose of these House Rules is to protect all Owners, Residents and Guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

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

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

B. USE OF VILLA APARTMENTS

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

C. OCCUPANCY

1. **Use by Owners, Residents and Guests.** Subject to the terms of the Governing Documents, an Owner may lease or rent their villa apartment or make it available to friends. All Residents and Guests are required to abide by the Governing Documents and the Owner of the villa apartment assumes full responsibility for said Residents’ and Guests’ and their conduct.
2. **Abatement and Removal of Residents and Guests.** An Owner shall, upon request of the Board, immediately abate and remove, at their sole cost and expense, any structure, thing or condition that may exist with regard to the occupancy or use of their villa apartment by their Residents or Guests that are contrary to the intent and meaning of the provisions of the Governing Documents. If an Owner is unable to control the conduct of their Residents or Guests so that they conform with the intent and meaning of the provisions hereof, such

walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements.

If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, Resident or Guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to, the safety or health of, other Owners, Residents or Guests.

7. **Liability for Pets.** Pet owners assume solely responsible for their pet(s) and the actions of their pet(s). In no event shall the Board, the Association, its employees or the Managing Agent be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any Owner's, Resident's or Guest's pet, guide dog, signal dog or other animal. By acquiring an interest in a villa apartment in the Project each Owner agrees to indemnify, defend and hold harmless the board, the Association, its employees and the Managing Agent against any claim or action at law or in equity arising out of or in any way relating to such Owner's or Resident's or Guest's pet, guide dog, signal dog or other animal.
8. **Registration of Pets.** All Residents must register their pets with the Resident Manager prior to the pet taking occupancy in the villa apartment with their owner(s). Pet owners must provide a recent picture of the animal for identification.

E. COMMON AREAS

1. **Obstructions, Uses.** All sidewalks, walkways and roadways must not be obstructed or used for any purpose other than ingress and egress.
2. **Throwing Objects from Building.** Nothing shall be thrown or permitted to be thrown from the windows of any villa apartment in the Project, including, but not limited to, keys, cigarettes, matches, and fireworks of any kind.
3. **Outdoor Cooking: Barbecuing.**
 - a) Outdoor cooking is allowed on the lanai area of any villa apartment, but not on/in any villa apartment driveway or garage. Outdoor cooking is also permitted in the designated barbeque area of the Project.
 - b) All outdoor cooking is subject to regulation by the Resident Manager and the Board, and shall be conducted in a safe manner so as not to be offensive to any neighbor.
 - c) Only electric grills and gas grills using a propane tank are permitted. Charcoal and wood burning grills and hibachis are prohibited.
4. **Aesthetics.** No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following:

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

F. **PARKING**

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

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

H. **BUILDING MODIFICATIONS**

1. **Alterations to Villa Apartments.** Except as permitted by the Governing Documents and/or the Design Committee Rules, nothing shall be allowed, done or kept in any villa apartment or the common elements of the Project which would be a violation of the Law or would overload or impair the floors, walls or ceilings of the villa apartment or cause any increase in the ordinary insurance premium rates or cause the cancellation or invalidation of any insurance maintained by or for the Association.
2. **Approval for Villa Apartment Alterations.** Except as set forth in the Governing Documents and/or the Design Committee Rules, no structural changes of any, type shall be permitted either within or without a villa apartment without prior consent and written approval of the Design Committee and the in accordance with the Governing Documents and such other approvals as may be required by applicable Law or the Master Declaration.
3. **Maintenance of Villa Apartments.**
 - a) Every Owner shall perform promptly all repair, maintenance and alteration work within their villa apartment when the omission of which would adversely affect any common elements or any other villa apartment, and shall be responsible for all loss and damage caused by their failure to do so.
 - b) Maintenance of individually owned villa apartments, including all of the items and fixtures included as part of the villa apartment in the Declaration, is the responsibility of their respective Owner and/or Resident.
 - c) All repairs of internal installations within each villa apartment, such as water, light, power, sewage, telephone, sanitation, windows, lamps, and other fixtures and accessories belonging to such villa apartment, including the interior walls, floors, ceilings and garage of such villa apartment shall be the responsibility of the Owner of the villa apartment and made at such Owner's expense.
4. **Antennas and Satellite Dishes.** Except as otherwise permitted in the Design Committee Rules or by the Design Committee, no private radio, television or other outdoor antenna, including, but not limited to satellite dishes, will be erected or installed on or anywhere within or without the villa apartment, common element or limited common elements, without the prior consent in writing of the Board.
5. **Alterations to Original Design.** Except as otherwise permitted in the Declaration, the Design Committee Rules or by the Design Committee, no additions or alterations to the original design of the villa apartment will be permitted which are visible from the exterior of the buildings or that affect structural integrity, other than those originally offered by the Developer.

7. **Posted Rules.** The Board, Managing Agent or Resident Manager may post additional rules in the Recreational Facilities area from time to time, and Owners and Residents and their Guests must conform therewith.

8. **Spa Use – Risk to Children.** No persons under the age of fourteen (14) should use the spa at any time, unless a parent, guardian or responsible adult accompanies them. Warning: The Red Cross has determined that small children can overheat very quickly when using a spa and this can result in health problems. Everyone who uses the spa does so at their own risk; use of the spa by young children is highly discouraged. Resident and Owners assume full responsibility for themselves, their children and their guests.

9. **Pool and Spa Use.**
 - a) Pool and spa hours are: Daily - 8:00 A.M. to 9:00 P.M.

 - b) **There is no lifeguard on duty.** The “buddy” system is recommended for all swimmers at all times. No one should swim alone.

 - c) The use of the pool is expressly limited to Owners, Residents or their Guests.

 - d) Each villa apartment is limited to a total of six (6) guests at a time. At no time shall one group monopolize the facilities.

 - e) The entry gate must be closed and latched at all times. This is for the safety of all, especially children that may wander into the area without adult supervision.

 - f) Absolutely no running, pushing, diving or horseplay around or in the pool will be permitted. This includes “dunking” activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to Owners, Residents or Guests.

 - g) No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pool without proper swimming diapers/protection.

 - h) Inflatable items, sun-mats, surfboards, styrofoam floats, “boogie boards,” or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings, small tubes, safety vests, etc.) shall be permitted.

 - i) No person is to enter the pool after application of any tanning or sunscreen preparation without first taking a shower. Please do not use suntan oil prior to entering the pool without rinsing off first.

 - j) Misuse of any pool and patio furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool area.

 - k) No glassware of any kind is allowed on the pool deck. Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in the pool and around the pool areas is not allowed.

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

K. OTHER GENERAL RULES

1. **Access.** The Resident Manager is not required to give access to villa Apartments
2. **Keys.** Each Owner and Resident shall be responsible for the keys to their villa apartment. However, to facilitate the right of access provided by the Bylaws to the Resident Manager or the Board.
 - a) Each Owner may, but shall not be required to, furnish keys to the Resident Manager. If an Owner desires to furnish keys to the Resident Manager, such Owner shall execute a release and indemnification agreement in a form provided by the Board agreeing that the Owner releases the Board, Resident Manager, employees and Managing Agent from any and all liability and indemnifies and holds them harmless from any claims or damages that may be incurred in connection with such keys being furnished to the Resident Manager.
 - b) Keys provided to the Resident Manager are for emergency use and common area maintenance only. The Resident Manager shall not provide access to the units for any other reason. This includes, but is not limited to resident lock-outs, vendors, deliveries, open houses, etc.
3. **Personal Responsibility.** Each Owner and Resident shall assume full responsibility for protecting their villa apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.
4. **Proper use of Equipment.** Toilets, sinks, and other water apparatus in the Villa apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in a villa apartment shall be repaired and paid by the Owner of such villa apartment.
5. **Observance of Rules.** Each Owner shall observe and perform these House Rules and ensure that their Residents and Guests also observe and comply with all of the Governing Documents (including these House Rules). Owners are responsible for their Residents' and all Guests' observance as set forth herein. In the event that expenses are incurred due to violations of these House Rules by a Residents or Guest, the Owner or the villa apartment is responsible and shall pay for such expenses, including applicable attorneys' fees.

3. **Fines.** Unless otherwise specified*, violation of the House Rules of Governing Documents shall be handled as follows:

First Violation – written notification with appropriate corrective action.

Second Violation – a \$50 fine will be assessed

Third Violation – a \$75 fine will be assessed

Fourth – a \$100 fine will be assessed.

Thereafter, per violation - \$100 and referral to the Association's attorney for enforcement at the villa apartment owner's expense.

* Specified fines and corrective measures listed herein include:

* Specified fines and corrective measures listed herein include:

- a) Rental periods – please refer to section B, entitled, "Use of Villa Apartments";
- b) Parking – please refer to section F, entitled, "Parking";
- c) Recreation area reservations – please refer to section J-10, entitled, "Reservations of Recreational Facility".

4. **Hearings.** Unless the Owner or resident who allegedly violated the House Rules waives the hearing by paying the assumed fine(s), the following procedural safeguards will be followed prior to assessing fines:

- a) No hearings shall be brought against any owner or other person more than sixty (60) days after the occurrence of the events which the charge is based, unless the parties involved are unavailable during the sixty (60) day period.
- b) The Board will appoint a Panel of three (3) capable persons (one of whom is a Board member) who may or may not be an Owner who will hear the violation(s), evaluate the evidence, and provide a decision.
- c) A written letter shall be forwarded to the Resident charged with an alleged violation, that notify the Resident of the nature of the violation, at least fifteen (15) days prior of the hearing date with the Panel.
- d) At such hearing, the Resident so charged shall have the right to present oral or written testimony and to confront and cross-examine witnesses.
- e) Within seven (7) days after the hearing, the Panel's decision shall be forwarded in writing to the Resident, Board and Managing Agent, that states the decision, any fines, and the reasons therefore;
- f) The Panel's decision shall be binding and is not appealable.
- g) If assessed, all fines shall be paid within thirty (30) days of notification. Any fines not paid within the required period will be subject to late fees and collection charges.

M. BOARD OF DIRECTORS

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

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

KO OLINA HILLSIDE VILLAS

Solar Energy Device Policy (for insertion into Section "H" of the House Rules):

H. BUILDING MODIFICATIONS

6. Solar Energy Devices. A Solar Energy Device, as defined in this section below, may be installed so long all of the following conditions are complied with:
- a) Definitions.
- (i) "Solar Energy Device" (hereinafter "Device") is defined as any equipment, apparatus, or machine which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation. If the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and ready to be made operational to qualify as a "solar energy device". The phrase "solar energy device" shall not include skylights or windows. A nonintegrated solar system is a system added to the residence with no dual function. An integrated system (building integrated photovoltaic or BIPV) is an integral component of the building. For example, for a PV module to be considered a BIPV module, it must typically replace materials which would have been used in the building, such as a roof membrane. These PV modules serve the dual functions of electrical devices and roof coverings.
- (ii) "Installing Owner" refers to such owner who initially installs and/or places the Device ("Original Owner") and each successive owner, including but not limited to the Original Owner's heirs, assigns and successors in interest.
- b) No Unreasonable Restrictions.
- So long as the installation of the Device does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or violate applicable law, such placement shall not render the

Device more than twenty-five percent (25%) less efficient or increase the cost of the Device by more than fifteen percent (15%) if such restriction did not exist. The Board shall not consent to any installation, which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or violate applicable law.

d) Design Specification for Installation.

The plans and specifications for the installation of the Device, including any plans and specification for modifications or changes to the device after installation, must be prepared and approved by a licensed contractor. Without limitation such plans and specifications must be adequate to permit the "board" and its committees to review the proposed work in detail including, but not limited to, a plot plan showing placement of the device and any appurtenant electrical, plumbing or pipes that will be added to the exterior.

e) Board's Consent.

Before the Device is installed, the owner shall first obtain the Board's written consent ("Consent"). The Board's Consent may be given if the owner agrees in writing that such owner shall:

(i) Comply with the Association's solar energy device rules, including but not limited to the Association's design specification for the installation of the Device, The solar energy device must be integrated into the architecture and design of the subject townhouse. Exterior interconnecting components shall be minimized. No solar energy device shall extend beyond the perimeter of the roof (not including gutters). The solar energy device must be installed on a portion of the roof located above the owners townhouse. No solar energy device or any components thereof shall be installed on the roof above any other owner's property. The exposed parts of the solar energy device shall have low reflective surface materials, such as glass or polymer encapsulating materials, and shall not cause a nuisance for any other residences or facilities. Color of the solar device and all its components including, but not limited to frames, anchoring, piping, etc., shall be either black or match the color of the surface onto which it is mounted. In addition, some screening may

be required as necessary to address visual impact. The solar energy device shall not exceed 8" above the roof surface, or the peak of the roof, whichever is lower. The solar energy device must be installed so as to be parallel to the roof. No racking will be allowed. Water storage tanks shall not be allowed on any roof and shall be enclosed with the existing water heater, if possible. If this is not possible, the owner must enclose the water storage tank in a location approved by the "board" and enclose the tank and heater in a "closet" attached to the main structure. The enclosure shall be painted the same color as the residence and shall be aesthetically complementary to the residence itself. No unsightly solar energy device will be permitted. The solar energy device must be installed strictly in accordance with the plans and specifications submitted by the owner. Any deviations from those plans or specifications must be approved by the "board" and the Residential Modifications Committee.

(ii) Engage a duly licensed contractor to install the Device. It is the responsibility of the owner to obtain a building permit and any other applicable governmental approvals. The "board" reserves the right to require verification of licensing for any contractor or subcontractor and evidence of compliance with other laws prior to approval. The solar energy device must be installed in accordance with HECO Standards, the "Board" reserves the right to require verification of compliance with said standards prior to approval.

(iii) The owner must address any safety issues such as the ability of the device to withstand strong winds. In particular, see provisions from International Building Code -- Section 1609.1.3 on wind design criteria and Section 1621 on seismic design criteria. Solar energy devices should be firmly secured to the roof in accordance with applicable building codes in order to avoid a safety issue

(iiii) No owner may trim any vegetation/landscaping including but not limited to trees in connection with the installation of a solar energy device without the approval Hillside Villas Association and/or KOCA. The Hillside villas

Association shall not be responsible to trim or remove landscaping in Areas of Common Responsibility including landscaping that may eventually block sunlight to the solar energy device.

(iii) Provide a Certificate of Insurance, which names the Association as an additional (or interested party) insured on the owner's insurance policy, to the Association within fourteen (14) days of the Board's Consent for inspection and copying.

f) Confirmation that Installation Will Not Void Any Material or Roof Warranty.

If a material or roof warranty exists before the installation of any Device, the

Installing Owner shall obtain written confirmation from the company that issued the warranty that the proposed installation will not void such material and/or roof warranty, and deliver a copy of such written confirmation to the Association before installing the Device.

g) Insurance.

The Installing Owner shall at all times have and maintain a policy of insurance covering the obligations of the owner arising from the installation, maintenance, repair, removal, or replacement of the Device, until the Device has been removed from the common elements or limited common element(s). The Association shall be named as an additional insured under such insurance policy.

h) Registration with the Association.

All Devices must be registered with the Association within thirty (30) days of such

installation, pursuant to H.R.S. §196-7 (2009) or as such statute may be amended. Also, any plans and specifications for modifications or changes to the Device after installation must be delivered to the Association within thirty (30) days of such modification.

i) Owner's Financial Responsibility.

The Installing Owner shall be financially responsible for any costs, expenses, and fees, including but not limited to attorneys' fees and costs, for damages to the Device, the common elements, limited common elements, and any

adjacent units, which arise or result from the installation, maintenance, repair, removal, or replacement of the Device, until the Device has been removed from the common elements or limited common element(s). The Installing Owner shall reimburse the Association for any and all of the Association's costs related to damage to the common elements, limited common elements, and any adjacent units, which arise or result from the installation, maintenance, repair, removal, or replacement of the Device.

j) Owner's Duty to Remove the Device.

The Installing Owner shall be financially responsible for removing the solar energy device if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements. The owner shall be responsible to maintain the solar energy device in good condition and so as not to create an eyesore to neighbors or the general public and in accordance with the standards described in the governing documents of Ko Olina Hillside Villas. The "board" may require the removal of a solar energy device that threatens the health or safety of others or is not kept in good condition.

k) Violation of the Solar Energy Device Rules.

After reasonable notice, the Association may at the Installing Owner's expense remove any Device, which violates any of these Solar Energy Device Rules. If the Association removes a Device, then the Installing Owner shall promptly reimburse any and all expenses incurred from the removal of the Device, including the Association's reasonable attorneys' fees and costs for enforcement of these Rules.

Adopted: MARCH 7, 2012

AOAO Ko Olina Hillside Villas Recreational Facility

The Recreational Facilities area, which is located in the common area of the Project and is designated on the Condominium Map, is scheduled to consist of one (1) swimming pool, cabana(s), a multipurpose building, pool deck and barbeque facilities. The following are general rules applicable to the Recreational Facilities area; however, additional rules may be adopted by the Board and enforced by the Managing Agent:

1. The Recreational Facilities area is for the exclusive use of all Owners, Occupants and their Guests. Proper identification must be presented to security or management personnel upon request.
2. Personal furniture, other than that provided by the Association, shall not be used in the Recreational Facilities area. Association-provided furniture, accessories and equipment shall not be removed from those areas. Persons who use this area are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
3. Running, horseplay, loud noises or activities, drunken or lewd behavior is prohibited. Such activities may be subject to a fine levied by the Association.
4. All persons using the Recreational Facilities area do so at their own risk.
5. Additional rules may be posted in the Recreational Facilities area from time to time by the Association, Managing Agent or Resident Manager, and Owners and their Guests must conform therewith.
6. Swimming Pools. There is one (1) swimming pool in the Project. No persons under the age of fourteen (14) may use the adult pool at any time, unless a parent or guardian accompanies them. The following guidelines will apply.
 - a. Pool hours are as follows: Daily – 8:00 A.M. to 9:00 P.M.
 - b. The “buddy system” is recommended for all swimmers at all times. No one should swim alone.
 - c. The use of the pool is expressly limited to **Owners, Occupants and their Registered Guests**. Each Apartment is limited to six (6) Guests total at a time and at no time shall one group monopolize the facilities unless the Owner has made prior arrangements with the Managing Agent for a large function. Our community is for the quiet enjoyment of all Owners or their Guests.
 - d. All gate latches, if any, will be latched closed at all times. This is for the safety of all, especially children that may wander into the area without adult supervision.
 - e. Absolutely no running, pushing, diving or horseplay around or in the pool will be permitted. This includes “dunking” activities. At no time shall there be any loud noise, disturbance or other activity that creates a nuisance to Owners or Guests.
 - f. No infant, young child or person subject to involuntary natural bodily functions is permitted to use the pools without proper and effective diaper protection.’
 - g. Inflatable items, sun-mats, surfboards, Styrofoam floats, “boogie boards,” or other large objects of this nature will not be permitted. Only flotation devices for small children (i.e. water wings) shall be permitted.

- h. No person is to enter any pool after application of any tanning or sunscreen preparation without first taking a shower. Please do not use suntan oil prior to entering the pool without first rinsing off first.
 - i. Misuse of any pool and patio furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation. Pool furniture, tables, umbrellas and other accessories shall not be removed from the pool.
 - j. No glassware of any kind is allowed on the pool deck. Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in the pool and around the pool areas is not allowed.
 - k. No alcohol of any kind is allowed in the Recreational Facility or the pool deck.
 - l. No barbeque, hibachi, or other cooking apparatus, other than those barbeque facilities provided by the Association, shall be used within the pool area. Please make sure to turn-off the gas valves if not in use, and keep these areas clean. Failure to clean barbeques and/or areas is subject to a fine or loss of use.
 - m. No pets are allowed in the pool areas at any time, except that visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified seeing-eye dogs, certified signal dogs and certified service dogs, respectively, with them at the pool area while utilizing such facilities.
 - n. Bicycles, skateboards, scooters, roller-skates, toys or other wheeled vehicles are not allowed in any of the common areas at any time.
 - o. Only persons dressed in standard swimwear are allowed in the pool. Nudity or nude sunbathing in these areas will not be tolerated.
 - p. Climbing over the gates and fences in the pool area is prohibited.
 - q. Persons with skin disorders, colds, cough or communicable diseases are asked to refrain from pool use due to potential risk of health problems to other individuals.
 - r. Immoral, lewd or indecent conduct in the pool is not permitted.
 - s. Portable televisions and radios are not permitted unless used with headphones.
 - t. The Board of Directors reserve the right to deny use of the pool to anyone at anytime or to waive the applicability of some of the rules herein pursuant to request by the Owner or the Developer for special functions.
 - u. The Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the pools facilities. **The pools have no lifeguards on duty.**
 - v. Owners or Guests shall not consume food or drinks while in the pool.
7. Cabanas, the barbeque area and the multipurpose building may be reserved on a first come first serve basis with the Managing Agent. The Managing Agent shall keep a log of such reservations. Based on demand, the Managing Agent may restrict the use of such areas by a party to a limited number of hours at a time.
8. Private Party Restrictions, reservations **will not be accepted** on the following major holidays:
- a. **NEW YEARS DAY**
 - b. **PRESIDENTS DAY**
 - c. **MEMORIAL DAY**
 - d. **INDEPENDENCE DAY**
 - e. **LABOR DAY**
 - f. **VETERANS DAY**
 - g. **THANKSGIVING DAY**
 - h. **CHRISTMAS DAY**