



# The Fairways

## Ko Olina Resort

### **HOUSE RULES**

NEWLY REVISED 2022

Approved by Board of Directors 8/4/22  
Ko Olina Fairways Association

These revised 2022 House Rules supersede all other House Rules

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## PURPOSE

These House Rules supplement, but do not change the obligations of the Owners of Units of Ko Olina Fairways as set forth in the Amended and Restated Declaration of Covenants for Ko Olina Community Association; Consent of the Estate of James Campbell; Consent of Declarant's Mortgagee (the "KOCA Declaration"), the Declaration of Condominium Property Regime Ko Olina Fairways (the "Declaration") and the By-Laws of Ko Olina Fairways Association (the "By-Laws"), and any and all amendments and restatements thereof. In the event of any inconsistency between these House Rules and the Condominium Property Act, the KOCA Declaration, the Declaration and/or the By-Laws, then the House Rules shall be superseded by the following, in this order: (1) the Condominium Property Act, (2), the KOCA Declaration, (3) the Declaration, and (4) the By-Laws, as the case may be.

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

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

**The ultimate responsibility for adherence and communication of the House Rules is to the owner. It is recommended that instead of having potential tenants just sign the House Rules that the owner should review them to make sure that they are understood and that the tenant is able to adhere to the House Rules.** It is highly recommended that this be done prior to signing any rental or lease agreement, so, for example, if the tenant has a car that cannot fit in the owner's garage or driveway, the tenant can determine whether or not they should move into KOF prior to moving in.

## DEFINITIONS

1. **"Common Elements"** shall be as defined in the Declaration or by operation of the Condominium Property Act, as may be applicable, including, but not limited to, those areas of KOF intended for use by all owners, such as the roofs, grounds, and recreation areas.
2. **"Design Committee"** shall mean the committee formed by the Board, pursuant to the Bylaws, to oversee and exercise control over the improvements, renovations, replacements or other modifications of the Units and other improvements of Ko Olina Fairways.
3. **"Guest"** shall be deemed to include family members, invitees, or other visitors to a Unit of Ko Olina Fairways and may refer to the guest of an owner or occupant.
4. **"Ko Olina Fairways"** shall be referred to as the **"KOF"** or the **"Project"** in these House Rules.

5. **“Limited Common Elements”** shall be as defined in the Declaration or by operation of the Condominium Property Act, as may be applicable, including, but not limited to those portions of the common elements designated and set aside for the exclusive use of one or more but fewer than all of the apartments (units), such as the privacy yards.
6. **“Managing Agent”** shall mean the property management entity retained by the Board of Directors.
7. **“Owner”** shall mean an owner or co-owner of a unit in the Ko Olina Fairways.
8. **“Occupant”** shall mean any person (other than the owner) renting, leasing, residing, or otherwise present in a unit in Ko Olina Fairways.
9. **“Owner-Occupant”** shall mean any person who is an owner who also resides in their unit.
10. **“Resident”** shall mean any person who is residing in one of the units in the Ko Olina Fairways.
11. **“Resident Manager”** shall mean the on-site manager whose office is located at the entrance to the pool area.
12. **“Tenant(s)”** shall mean an occupant under lease or rental agreement made by the owner or property manager of a unit in Ko Olina Fairways.
13. **“Unit(s)”** shall mean an apartment or condominium included in the Ko Olina Fairways condominium project as shown on the Condominium Map for KOF.
14. **“Condo Control”** shall mean the software platform which will contain all KOF information supporting all Owners and Residents to include Owner and Resident required information, Events, Document Library, Service Requests, and Pavilion reservations to name a few. This will be accessed via The Fairways website: [www.koolinafairways.com](http://www.koolinafairways.com).

## SECTION 1. GENERAL

1. **Use of Units.** All Units shall be used for residential purposes only. No Unit shall be used for transient or hotel purposes, which are defined, respectively, as (a) rental of any Unit for less than thirty (30) days, or (b) any rental in which the Occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, laundry and linen or bellhop service. No Unit shall be used in connection with the carrying on of any business other than home-office based businesses that do not require or contemplate the presence of customers on-site or create a disturbance. Time-sharing at KOF is strictly prohibited.
2. **Registration.**
  - a. **Resident Registration Requirements for Owner-Occupants and other Occupants.** All Owner-Occupants and Occupants who will be residing in a Unit at KOF are required to register through the Ko Olina Fairways resident portal at [www.koolinafairways.com](http://www.koolinafairways.com) and to complete the resident registration process prior to occupancy. Owner-Occupants will register through the

resident portal, by completing the online requirements at [www.koolinafairways.com](http://www.koolinafairways.com). Occupants (i.e., non-Owner-Occupants) will register through the resident portal by being invited to access the resident portal by the Owner, by completing the online process at [www.koolinafairways.com](http://www.koolinafairways.com). If an occupant does not receive an invitation to access the resident portal, the occupant is still responsible to ensure the registration process is completed within two (2) days of commencement of occupancy in a Unit by completing the online requirements at [www.koolinafairways.com](http://www.koolinafairways.com) by the deadline. Failure to register within two (2) days of commencement of occupancy will result in a violation and deactivation of fob, (see Section 10, #2, of these House Rules). Owner-Occupants and Occupants shall provide the following information via the registration process at [www.koolinafairways.com](http://www.koolinafairways.com). If any owner or resident has difficulty registering on the resident portal contact the office manager for assistance.

#### **Required Information**

- a. Names of all Owners Owner-Occupants and Occupants.
- b. Mailing address, email address and contact phone numbers of all Owners, Owner-Occupants, and Occupants.
- c. If a unit is leased, start and end date must be entered by the owner in Condo Control.
- d. Vehicle information, if applicable, for all vehicles Resident(s) will be parking at KOF, including vehicle license plate number(s), make, model and color.
- e. Name, address, phone number of person(s) to notify in case of an emergency.
- f. Completed Pet Registration Form, which includes pet insurance.
- g. Acknowledgement of receipt of the House Rules.

If any of the above-required information for Owner-Occupant and/or Occupant changes following registration, Owner-Occupant and/or Occupant whose information has changed, shall update the information in condo control.

**b. Registration Requirements for Non-Resident Owners.** Owners who reside **on-island** but who will not be residing in their Unit must provide Condo Control with the following information which applies to them under subsections a. through condo control within two (2) days of purchase of their Unit and prior to commencement of their Tenant'(s) occupancy of the Unit if such Non-Resident Owner rents the Unit. Owners who reside **off-island** must provide condo control with the following information which applies to them under subsections a. through i. within two (2) days of purchase of their Unit or prior to commencement of their Tenant'(s) occupancy of the Unit if such Non-Resident Owner rents the Unit. Owners who reside off-island who rent their Units shall designate a local agent or representative and enter that information in condo control as provided in subsection i. below as follows:

#### **Required Information**

- a. Names of all Owners.
- b. Names of all Occupants.
- c. Mailing address, email address and contact phone numbers of all Owners.
- d. Mailing address, email address and contact phone numbers of all Occupants.
- e. If Unit is leased, a rental start and finish date will be entered into condo control (which cannot be for a term of less than thirty (30) days)
- f. Vehicle information, if applicable, for all vehicles Resident(s) will be parking at KOF, including license plate number(s), make, model and color.
- g. Name, address, phone number of person(s) to notify in case of an emergency,
- h. Acknowledgement of Receipt of House Rules.
- i. **Designated Local Agent.** The Landlord and Tenant Code, Section 521-43(f), Hawaii Revised Statutes requires that every owner or landlord who resides outside the State

of Hawaii or on another island from where the rental unit is located must have an agent or representative residing on the island where the unit is located to act on the owner's or landlord's behalf. **Accordingly, all Owners who reside outside the State of Hawaii or on another island than Oahu who rent their Unit must provide the name, address, phone number and email address, if any of their Designated Agent residing on Oahu authorized to act on the Owner's behalf in Condo Control.**

If any of the above-required information changes following registration, such Non-Resident Owner whose information has changed shall update in Condo Control within fourteen (14) days of the date the information changed.

3. **Invitations to Guests.** Guests may be invited onto the premises only by those residing on the property. All Guests who will be residing in a Unit for longer than fourteen (14), consecutive days shall be required to register with Condo Control. Owners (or their designated agents) are responsible for registering their Guests, and Tenants are responsible for registering their Guests.

4. **Responsibility of Owners for the Conduct of Occupants, Tenants and Guests.**

Owners shall be responsible for ensuring compliance by their Occupants, Tenants, agents, families, Guests, employees, and any other persons who may in any manner use KOF for whom the Owner is responsible with the Association's Declaration, By-Laws, these House Rules and the KOCA Declaration (the "governing documents"). Owners shall also be responsible for the conduct of their Occupants, Tenants, agents, families, Guests, employees, and any other persons who may in any manner use KOF for whom the Owner is responsible and for any injuries and/or damages caused by such persons to any Unit, limited common element or common element of KOF and/or to any other Owner, Occupant, Guest or any other person who may in any manner use KOF. Owners shall be responsible for all fines imposed, as a result of any violation of the governing documents by their Occupants, Tenants, agents, families, Guests, employees, and any other persons who may in any manner use KOF for whom the Owner is responsible.

5. **Noise.** No Owner, Occupant, Tenant, Guest or any other persons who may in any manner use the Property for whose conduct the Owner, Tenant or Occupant is responsible shall make any noise or engage in any loud or offensive conduct, which shall disturb or annoy any other Occupant or unreasonably interfere with any other Occupant's quiet use and enjoyment of their Unit and/or the common elements. This House Rule will be enforced at all times, and special care will be taken by all Owners, Occupants, Tenants, Guests and any other persons who may in any manner use the Property to refrain from making any loud noises as determined by the board of the resident manager during Quiet Hours which are between 10:00 p.m. and 8:00 a.m. daily. Construction, delivery, moving, or other work that might disturb or annoy any Occupant of KOF shall **not** be permitted between the hours of 7:00 p.m. and 8:00 a.m. daily, except in an emergency situation and approved by the Resident Manager.

6. **Solicitation.** No door-to-door commercial 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 or distribution of materials occurs at a reasonable time, place, and manner.

7. **Exterior Surfaces and Windows.** All Unit windows, garage windows, and window coverings shall be uniform in tint and type for the purpose of enhancing the uniform exterior appearance of the building, as determined in written guidelines established by the Board of



Directors and/or Design Committee. No Occupant may use a sheet, blanket, towel, paint, newspaper, adhered stickers, aluminum foil or any similar item as window coverings and/or tint. The repair or replacement of Unit windows is the responsibility of the Owner. Screens are acceptable in Garage Door Windows but must have Design Committee approval before installation. The repair or replacement of the Unit's Garage Door Windows is the responsibility of the Owner. Design Committee approval must be obtained prior to any installation of tint to any Unit windows and/or garage windows. The Fairways website includes some suggestions for tint. No shades, screens, venetian blinds, security bars, or radio, shall be attached to or hung from the exterior of the buildings or protruding through the walls, windows, or roofs thereof, with the exception of holiday decorations in accordance with Section 4 #7 of these House Rules. Decorative signs or plaques are allowed to be hung by the front door entrance, provided that they are no larger than 14" x 16" and are considered "non-offensive" (i.e., language or images that would be offensive to the ordinary person are prohibited) and in line with the building décor. No notice, advertisement, bill, poster, illumination, display, personal identification, or other means of visual communication shall be inscribed or posted on or about the premises, except after application and approval of exterior surface Design Committee Request via Condo Control.

- 8. Exterior Installations.** No Owner or Occupant shall install any wiring for electrical, TV cable, or telephone installation, or install any machines or other equipment or appliances on the exterior or protruding from the interior of the KOF buildings without **Design Committee approval**. Owners are fully responsible for maintaining the air conditioning unit and any damage or liability caused by their air conditioning unit.

Security cameras also require Design Committee approval but are allowed. A camera used for security video monitoring must be directed in such a way that neighboring condominiums have their privacy preserved, and verification to view the range of the monitoring device can be requested by the Resident Manager or any Board Members. Security video monitoring systems shall not be used for lewd, improper reasons, or monitoring other residents.

- 9. Draperies, Venetian Blinds, Etc.** The side of all draperies curtains, venetian blinds, or other window coverings facing toward the exterior of the buildings shall be uniform in color (white) and type, as determined by the Board, to enhance the uniform exterior appearance of the buildings. No Occupant may use bed sheets or similar items as drapes or cover the windows with newspaper or aluminum foil. Draperies and curtains shall not protrude to the exterior of the buildings from open windows. The repair or replacement of windows is the responsibility of the Owner. Window modification requires Design Committee approval.

- 10. Entry Doors, Railings and Stairs.** The exterior of Unit entry doors, railings, and stairs, shall be uniform in appearance, as determined by the Board of Directors, and no Owner shall make or permit any change to the entry door, stairs or railings to their Unit that would be visible from outside without Design Committee approval. This includes any screw holds, mounting brackets, fixed devices, stickers, adhesives, glue, nails, etc. See Holiday section for additional guidance on holiday decorations. 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. Any damage to stair membrane will result in Owner responsibility for repair and all repair expenses.

- 11. Screen/Security Doors.** The installation of Screen Doors shall be uniform, for the purpose of enhancing the uniform exterior appearance of the building as determined in written guidelines as may be established by the Board of Directors and/or Design Committee. Design Committee approval must be obtained prior to any installation. Owners are responsible for regular maintenance of screen door paint. The Fairways website also has a list of previously approved doors.

**12. Garage Doors.** Garage doors are for vehicle ingress and egress into and out of garages. Garage doors must remain closed when the homeowners are not in continuous activity in the garage area. The repair or replacement of garage doors is the responsibility of the Owner and require Design Committee approval. Garage door replacements are also on Fairways websites. We have metal or wood (only for certain Units) options. All garage doors must be changed to metal by December 31, 2023 unless the garage door is on the side of the golf course that gets hit by golf balls (these wooden garage doors are still required to be maintained). Golf cart electrical charge cords are to remain inside the garage when not in use.

**13. Deliveries.** The Association, its officers, directors, employees, and agents shall not be liable for loss of or damage to packages, deliveries, any article, or for any personal property of an Occupant in or about the common elements or limited common elements.

**14. Vendors and Contractors.** Residents should inform Resident Manager when they will have vendors or contractors working on site. Permitted work hours for vendors and contractors are from 8:00 am to 7:00 pm, Monday thru Friday and from 9:00 am to 5 pm on Saturdays and Sundays.

- a Vendors and contractors are not allowed to place **bulky construction material, including** but not limited to **furniture, air conditioners, water heaters, bricks, tile, or appliances in the KOF disposal areas. It is the vendor's or contractor's responsibility to haul away their bulky or oversized items and not place them into the disposal facility or disposal area.** Owners are responsible for any damage to the KOF property by their vendor or contractor.
- b Water shutdowns must be coordinated with the Resident Manager **at least three (3) business days in advance** (except in emergency situations) so that affected Residents may be notified.

**15. Modifications or Additions to Units/Common Elements.** No Unit Owner shall make any modification to the outside of a Unit, the limited common elements or the common elements without Design Committee approval. Additionally, furniture or other items, such as waterbeds or hot tubs, which may cause damage to any portion of the premises, without obtaining prior **written** approval of the Board of Directors and Design Committee is not allowed as it may impair the structural integrity of the units. The Board may require the execution of an instrument in a form approved by the Board of Directors, to be recorded in the Bureau of Conveyances and/or filed in the Land Court, which indemnifies the Association, its officers, directors, members, agents, employees, and all other persons, from all liability in connection with such modification. The approval of other Owners may also be required. None of the provisions of the Association's governing documents are intended to be in contravention of the State or Federal Fair Housing Act ("Acts"). The Board of Directors will always comply with all applicable provisions of the Acts, and will grant reasonable accommodations as required by said Acts in response to requests by Residents with a disability to make a reasonable modification to their Unit, the limited common elements or the common elements at the disabled Resident's cost, if the proposed modification is reasonable and necessary for the Resident's full use and enjoyment of the property. The Board may deny a Resident's request for modification to the Unit, the limited common elements and/or the common elements based on a disability if:

- the request for modification was not made by or on behalf of a Resident with a disability;
- there is no disability-related need for the requested modification;
- the requested modification is not reasonable, because it would impose an undue financial and/or administrative burden on the Association;

- the requested modification is not reasonable, because it would fundamentally alter the nature of the Association's operations; and/or
- the requested modification would constitute a direct threat to the health or safety of other Occupants or other persons that may in any manner use the property or would cause substantial physical damage to the property of the Association and/or to the property of other Owners, Occupants or other persons that may in any manner use the property, unless the threat can be eliminated or significantly reduced by reasonable accommodation.

If the Board denies a Resident's requested modification on the ground that it constitutes a direct threat to the health or safety of others or would cause substantial physical damage to the property of others, the Board will engage in an interactive process with the Resident, whereby the Board or its designated representative will discuss with the Resident whether there is an alternative accommodation that would effectively address the Resident's disability-related needs without imposing direct threat to the health or safety of others or causing substantial physical damage to the property of others. If an alternative accommodation would effectively meet the Resident's disability-related needs, and the direct threat to the health or safety of others or threat of substantial physical damage to the property of others can be eliminated or significantly reduced, the Board is required to and will grant the alternative reasonable accommodation in accordance with the Acts.

**16.Maintenance of Unit and Appurtenant Limited Common Elements.** As further set forth in the Declaration, as amended, Owners shall be responsible, at their own expense, for repairs and maintenance of their Unit and the limited common elements appurtenant thereto, including but not limited to the interior plumbing and electrical, finished surfaces of all interior doors and stairways located inside the Unit, if any; the finished surfaces of exterior stairs and railings appurtenant to the Unit, if any; and the finished surfaces of lanais appurtenant to the Unit, if any. Owners are also responsible for repairs and maintenance of the garage which is deemed to be a part of the Unit; the interior finished surfaces of the Unit's front door and garage door and the exterior unfinished surfaces of the Unit's front door and garage door; the interior finished surfaces of all Unit windows and window frames and the exterior unfinished surfaces of all Unit windows and window frames; and all split system air conditioning ("A/C") units installed in the Unit and all electrical and mechanical installations used in connection with such A/C unit, including but not limited to A/C drains. No Association employee shall comply with any request by an Owner, Occupant or anyone acting on behalf of the Owner or Occupant to repair or maintain any Unit interiors.

**17.Activities on Premises.** Nothing shall be allowed, done, or kept in any Unit 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. No Unit shall be used in connection with the carrying on of any business or commercial activity other than home-office based businesses that do not require or contemplate the presence of customers on-site or create any consistent disturbances. Persons may petition the BOD for exceptions to this rule.

**18.No Smoking Policy.** Based on the known effects of second-hand smoke to others and how people smoking on common elements can affect neighbors within and outside of their Units, **no**

**smoking** of any substance (including but not limited to any tobacco product, plant product including but not limited to marijuana, whether by cigarettes, pipes, cigars, and/or the use of devices that simulate the act of smoking if the device discharges smoke or vapor, such as certain electronic cigarettes) is permitted on the common elements or on limited common elements, except as may be otherwise permitted by law in connection with a disability. For purposes of this section, "smoking" includes the inhaling, exhaling, burning or carrying of any lighted or heated cigarette, cigar or other tobacco product or plant product intended for inhalation in any manner or in any form, marijuana or other substances (including medical marijuana), the use of electronic smoking devices that aerosolize and deliver nicotine or other substances to the person inhaling from the device, and any other activity that is included in the definition of "smoking" under Hawaii law. If smoking in a Unit or a garage, and the smoke constitutes a nuisance to any occupants of any adjacent units or to persons on the common or limited common elements then the windows must be closed to help prevent the smoke from spreading into the common elements and/or adjacent units.

**19. 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 a Unit, 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 to avoid risk of injury or any violation of any state or federal rule or regulation related to hazardous materials. You may store only 2 1lb tanks of propane in your garage.

**20. Refuse.** All household refuse, garbage or trash shall be deposited in the disposal facilities provided for that purpose. Household refuse, garbage or trash shall be securely bagged before it is placed in the disposal facility. All household refuse, garbage or trash shall be placed inside the trash receptacle and not placed on the ground. Boxes must be broken down. No refuse, garbage or trash shall be thrown, placed, or kept anywhere on the common elements of the KOF. Highly combustible substances such as paint thinners, petroleum products and the like, shall not be disposed of anywhere on the premises, including but not limited to any drain or sewer facility on the premises. Paint may be disposed of by pouring the liquid into an approved disposal container with absorbent material, such as shredded newspaper, rags or sawdust, seal the bag, then discard bag inside the trash receptacle. Paints may also be air-dried in the can, then the can may be disposed of in the trash receptacle. For further details regarding proper disposal of household hazardous waste, please visit <https://www.honolulu.gov/opala/quick-links/hhw.html>. **No bulky construction material including, but not limited to, furniture, mattresses, bricks, or appliances are to be placed in the disposal area. It is the Owner's or Resident's responsibility to haul away their bulky or oversized items and not place them into the disposal facility or disposal area.**

An immediate fine of \$250.00 will be imposed for each occurrence of bulky items that are left inside the disposal facility area.

**21. Liability for Damage.** Each owner shall be liable to the Association for all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association to repair, replace or restore any uninsured loss, damage to, or destruction of the common or limited common elements or any furniture, furnishings, and equipment thereof, which damage or destruction was contributed to or caused by the owner, occupant or any person under owner or occupancy or anyone on the premises pursuant to the invitation or authority of such owner.

**22. Association Disclaimer of Liability.** All persons using the premises do so at their own risk and must always 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 caused by or contributed to by any person or object on the premises, whether such loss, damage, injury, or death occurs while the person and/or their personal property are located in a Unit or in the common or limited common elements or, in cases of death, whether such death occurs off-premises as a result of an injury suffered while such person was in a Unit, the common or limited common elements, even if such loss, damage, injury or death was caused or contributed to by the negligence of the Association, its officers, directors, agents, and/or employees.

**23. Unit Owner Insurance.** Pursuant to the resolution dated October 15, 2008 adopted by the Board and a majority of owners, each Unit Owner must obtain homeowner's insurance, such as an HO-6 policy or its equivalent, for the Owner's Unit. The association insurance has a \$10,000 deductible that HO-6 may also cover. Although the Association verifies that each Unit Owner has a current HO6 policy or its equivalent, the Association, its officers, directors, agents, and employees do not provide any advice on coverage, including but not limited to any exclusions under the policy. Additional hurricane insurance for each Unit may be obtained by the Owner.

**24. Collection Policy.** Pursuant to Article V., Section 5 of the Bylaws and as further set forth in this House Rule, the penalties, and late charges for late payment of assessments shall be as follows:

- a) All assessments shall be due by the first day of the month (the "Due Date"), and the Managing Agent shall give notice to the Unit Owner of the monthly assessment which shall indicate the date after which any interest on the delinquent account shall accrue, any like charges, and any penalties recoverable by the Association.
- b) If the monthly assessment is not paid in full and received by the Managing Agent by the tenth (10<sup>th</sup>) day after the Due Date, this constitutes a default, and such assessment shall be subject to a late charge in the amount of one hundred dollars (\$ 100.00) which the Managing Agent shall charge to the delinquent Owner, and the Managing Agent shall send the Owner a first written notice of default, which shall indicate the late charge assessed and shall request immediate payment of all amounts due.
- c) If the Owner fails to pay an assessment within thirty (30) days of the Due Date, the Managing Agent shall send the delinquent Owner a second written notice of default, providing that if the account is not paid in full within thirty (30) days of the date of the second written notice, it will be turned over to the Association's attorneys for collection, and the Owner will have to pay all costs and expenses, including reasonable attorney's fees incurred by or on behalf of the Association for collecting any delinquent assessments against the Owner's Unit and/or foreclosing any lien thereon.
- d) The Managing Agent shall transfer to the Association's attorney any account which remains delinquent after the due date stated in the second written notice of default.
- e) If an account is transferred to the Association's attorney, the attorney shall send the delinquent Owner a written notice that if the account is not paid in full within thirty (30) days, a lien will be recorded against the Owner's property.
- f) The attorney shall sign any lien prepared by the Association's attorney against the delinquent Unit and the attorney shall record the lien in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and/or the Bureau of Conveyances of the State of Hawaii.

- g) The Managing Agent shall also consult with the Association's attorney and, if appropriate, transfer any account to the Association's attorney for handling in which: (i) the Owner has filed bankruptcy; or (ii) anyone else has commenced foreclosure against the Owner's Unit.

**25. Harassment of Association Employees.** Harassment by any Owner, Occupant or Guest of any Association employee, contractor, vendor and/or consultant in the performance of their duties for the Association will not be tolerated. "Harassment" for purposes of these House Rules means (a) physical harm, bodily injury, assault, or the threat of imminent physical harm, bodily injury, or assault; or (b) an intentional or knowing course of conduct directed at an individual that seriously alarms or disturbs consistently or continually bothers the individual and serves no legitimate purpose; provided that such course of conduct would cause a reasonable person to suffer emotional distress. Physical assaults and threats will be immediately referred to the Honolulu Police Department and all complaints of harassment by the Association employees, contractors, vendors and/or consultants may be referred to the Association's attorney for handling. Any attorneys' fees and costs incurred by the Association in enforcing this rule prohibiting harassment against any Owner, Occupant or guest will be assessed to the responsible Owner's Unit.

## SECTION 2. PETS AND ASSISTANCE ANIMALS

1. **Registration.** All **animals (pet dogs/pet cats and Assistance Animals)** must be registered with Condo Control prior to the animal's commencement of residence at KOF, provided that a Resident with a disability may make a request for a reasonable accommodation at any time, and the Association is required to consider the reasonable accommodation request even if the Resident made the request after bringing the Assistance animal onto KOF and/or did not register the Assistance animal within two (2) days of the animal's commencement of residence at KOF. The KOF "**Animal Registration Form**", must include the following information:
  - a. Upload a digital copy.
  - b. Assistance animal documentation, **(if applicable)**.
  - c. Hawaii dog or cat microchip identification (i.e., microchip number and name of microchip registration company).
2. **Indemnification.** Animal owners agree to indemnify, defend, and hold the Association, its directors, employees, and agents harmless from and against loss or liability of any kind whatsoever arising from their animals(s).
3. **Microchipping of Cats and Dogs.** A current microchip identification must be worn at any time an Owner's or Occupant's pet dog, pet cat or Assistance dog or cat is outside the Unit (i.e., on common or limited common elements). Effective July 1, 2020, all dogs 3 months of age and older and cats 4 months of age and older must have microchip identification. Identification for cats 4 months or older means microchip identification. In accordance with local ordinance, all Residents with pet or Assistance dogs and/or cats on the premises must ensure that their pet or Assistance dog over 3 months of age is properly microchipped and their pet or Assistance cat over 4 months of age is properly microchipped and wears an ID collar or tag as described herein above, and must provide the microchip identification information to Condo Control at the time of registration as set forth in Section 2, #1 of these House Rules.
4. **Insurance for Pet Dogs.** Pet dog owners must procure at their sole cost and expense and keep in force during the entire period that a pet dog is kept on the KOF, the following minimum insurance requirements:
  - a. **A general liability policy** covering liability arising out of the presence of the pet dog on the property. Such insurance will have minimum limits of \$300,000 Each Person/Each Accident. All coverage required of the pet 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. This insurance requirement shall not apply to dogs which are Assistance animals kept by Residents in connection with a disability.

**5. Restrictions Applicable to Pets.** The following restrictions shall be applicable to all pets at KOF:

- a. **No more than a total of TWO (2) pets consisting of domestic** cats and/or dogs will be allowed per Unit. Fish, small birds, or other similar small animals in reasonable size and quantity as determined by the Board, may also be kept in the Unit.
- b. The total combined weight of any two (2) pet dogs and/or cats may not exceed one hundred (100) pounds.
- c. No two (2) pet dogs and/or cats, individually or combined, when infant or juvenile of a type or breed, when fully grown, that are likely to exceed one hundred (100) pounds in weight, may be kept on KOF property.
- d. Owners shall at all times be responsible for any excessive noise made by any of the owner's permitted pets, including excessive noise made by any permitted pets of the owner's tenant. Consistent with the principles set forth in Section 7-2.2 of the Revised Ordinances of Honolulu ("ROH"), "animal nuisance" shall include but shall not be limited to any pet that makes noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half-hour (30 minutes) or more to the disturbance of any other occupant, at any time of the day or night, and such pet may be issued progressive violations, *provided that* even though a pet may make noise for lesser periods of time, the noise may still be considered unreasonable and in violation of this rule. Consistent with the principles set forth in ROH, Section 7-2.4 but not limited thereto, the Board may consider noise made by pets to be unreasonable, if considering the nature and the circumstances surrounding the animal nuisance, including the nature of the location and the time of the day or night, the noise interferes with any other occupant's reasonable activities such as, but not limited to communication, work, rest, recreation or sleep; or the failure of the pet's owner to heed the admonition of the Board, Resident Manager, Managing Agent, a police officer, or a special officer of the animal control contractor that the noise is unreasonable and should be stopped or reduced.
- e. Animals prohibited by law to be imported into the State are not permitted anywhere on the premises at any time.
- f. All pets in the common areas must be under their owner's COMPLETE CONTROL on a short hand-held leash no longer than 6 feet in length or carried in a pet carrier. Owners using retractable leashes must keep the leash no longer than 6 feet in length while accompanying their pet on the common elements. No pet shall be left unaccompanied in a privacy yard while the home is unoccupied by a human companion.
- g. No animals shall be brought onto the KOF property by contractors, except for assistance animals required by disabled guests or invitees.
- h. Animals shall not be kept, bred, or used for any commercial purpose.
- i. Pet owners are responsible for any damage to the common or limited common elements caused by their pet, including any and all personal injury and/or property damage caused by their pet to any other owner, resident, guest, Association personnel or any other person who may in any manner use the property, including but not limited to the cost of having the common elements professionally cleaned. Any subsequent damage caused by cleaning chemicals or other such materials used to remedy said damage are also the full responsibility of such pet owner.

- j. Pet owners who walk their pets on the common or limited common elements are responsible for IMMEDIATELY cleaning up after their animals and placing animal droppings in a SECURELY tied bag and discarding the bag in appropriate trash containers. Failure to comply with this rule will result in a violation, (see Section 10, #2, of these House Rules).
  - k. Pets must be on an active flea and tick control program. Infested animals will not be permitted on the premises at any time.
  - o. Any pet that exhibits aggressive or vicious behavior toward any other Owners, Occupants, or their pet or Assistance animal; that, in the sole discretion of the Board, constitutes a nuisance, including but not limited to by reason of making excessive noise; that threatens the health or safety of any other Owners, Occupants, or their pets or Assistance animals; and/or which has caused or would cause, if allowed to remain, physical damage to the Association property or the property of any other Owners or Occupants shall be promptly removed from KOF upon written notice from the Board to the pet's owner.
6. **Assistance Animals.** The Board will grant reasonable exemptions from certain animal restrictions for the benefit of disabled residents who need Assistance animals, as required by applicable provisions of the Federal Fair Housing Act, as amended.
- a. Assistance animals are animals that work, assist, or perform tasks for the benefit of a person with a disability. There are two types of assistance animals: (1) service animals, and (2) other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities. Assistance Animals are **not** pets. As of the date of these House Rules, cats, birds, rabbits and other animals have been recognized as Assistance Animals. Therefore, the number and breed restrictions that apply to pets under Section 2, #5a of these House Rules, and the weight restrictions under Section 2, #5b and #5c of these House Rules, **do not** apply to Assistance animals,
  - b. Unlike pets, Assistance Animals may accompany their owner (i.e., person with a disability in need of Assistance animal) at all times on the common elements. Assistance animals must be carried in an animal carrier or on a leash no more than 6 feet in length and under the control of their owner at all times while present on the common elements, *except* that if the nature of a person's disability makes physical control of an Assistance animal impracticable, or if physical control would interfere with the assistance the animal provides, the Assistance animal shall otherwise be under its owner's control by voice control, signals or other effective means at all times while on the common elements.
  - c. If any Assistance animal exhibits aggressive or vicious behavior toward any other Owners, Occupants, or their pet or Assistance Animal; in the sole discretion of the Board, constitutes a nuisance, including but not limited to by reason of making excessive noise; threatens the health or safety of any other Owners, Occupants, or their pets or Assistance Animals; and/or which has caused or would cause, if allowed to remain, physical damage to the Association property or the property of any other Owners or Occupants, the animal's owner will be given an opportunity to rectify the problem by measures which fall short of removal of the animal from the KOF. Removal of such animals will be required only if less drastic alternatives prove unsuccessful or would be futile, and the Board, in its sole discretion, has determined such animal, if allowed to remain permanently, constitutes a **direct threat** to the health or safety of any other Owners or Occupants or would result in **substantial physical damage** to Association property or the property of any other Owners or Occupants and such threat cannot be eliminated or significantly reduced by reasonable accommodation. If the Board determines that such an animal must be removed, the owner thereof will be allowed a reasonable period of time to obtain a substitute animal. The animal in question will be permitted to remain at KOF during that time, provided that the problem is controlled to a



sufficient degree that the continued presence of the animal does not constitute a direct threat to the health or safety of any other Owners or Occupants and provided the continued presence of the animal would not result in substantial physical damage to Association property or the property of any other Owners or Occupants.

7. **Stray Animals.** Feeding, caring for, or otherwise aiding stray animals is prohibited. Likewise, residents are prohibited from feeding wild birds from their lanai, in their privacy yards or in common areas. There are immediate violations for feeding stray animals and KOCA also assess a fine. The feral cat population in Ko Olina has contributed to Hawaiian Monk Seal death.

### SECTION 3. KEY POLICY

1. **No Lockout Service.** The Association does not retain any keys to the Units. It is the responsibility of the owner to ensure that their Designated Local Agent or other authorized person located on the island has a key to provide to the Association in the case of emergencies (flooding, faulty fire alarm, etc.) and to put that person's name and contact information on the Registration Form. If no one can provide access to the Unit door in an emergency, a locksmith may be contacted to gain entry into the Unit so that emergency repairs can be made by the Association to prevent any damage or further damage from occurring to the common elements or any other Unit(s) at KOF, and any locksmith charges will be the Unit owner's responsibility.

### SECTION 4. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. **Reservations.** No common element may be reserved for exclusive use by any persons unless expressly permitted by these House Rules, or by written policy adopted by the Board of Directors.
2. **Obstruction of Ingress and Egress.** The driveways, aprons, sidewalks, passageways, and walkways are primarily for ingress and egress, and shall not be obstructed. No items of personal property, except as otherwise allowed by these House Rules, shall be placed or left in any of those areas. Owners', Residents' or Guests' vehicles may be cited or towed for protruding onto the street, roadway or accessible sidewalks or for damaging landscaping in the common areas.
3. **Moving.** Moving in or out of a KOF Unit must be performed only during the hours of 8:00 a.m. to 7:00 p.m. Monday through Friday and 9:00am to 5:00pm on Saturday and Sunday.
4. **Association Property.** Furniture, furnishings, and other property of the Association located in the common elements and/or the limited common elements shall not be altered or removed from their locations.
5. **Signs.** No owner, occupant, tenant, or other person at his or her direction shall place a "For Sale," "For Rent," "Open House," or other signs anywhere on the premises. "Open House" signs must comply with the Ko Olina Community Association's guidelines, policies, and procedures.

6. **Wind Chimes.** Small to medium size wind chimes may be hung on lanais provided they do not conflict with Section 1, #5 “Noise” of these House Rules.
7. **Seasonal Decorations.** Winter holiday decorations are permitted and can be displayed from the day after Halloween till January 7<sup>th</sup> only. Other holiday or seasonal decorations must be consistent with the season and removed within one (1) week of the holiday or season.
8. **Fire Equipment.** Tampering with fire alarms and other fire safety equipment is a criminal offense, and the Association will actively pursue prosecution of all offenders. An immediate fine may also be imposed for each instance of tampering with fire equipment and the Association may seek the eviction of persons responsible if they are tenants.
9. **Identification.** Management is authorized to require any person anywhere on or about any of the common elements to identify himself or herself by name and Unit number and, if a guest, such person shall be required to give Management their the name and the Unit number of the owner or occupant being visited, and to confirm the physical presence of that owner or occupant on the premises.
10. **Fireworks.** Fireworks are strictly prohibited at KOF. An immediate fine may also be imposed for each instance of use of fireworks and the Association may seek the eviction of persons responsible if they are tenants.

## SECTION 5. VEHICLES AND PARKING

1. **Vehicle Definition.** The term “vehicle” for purposes of these House Rules shall mean automobiles, trucks, motorcycles, motorbikes, mopeds, scooters and golf carts and any other motorized transportation devices. Oversized vehicles (vehicles that are not able to fit within a driveway or parking stall and overhang into the street), boats and trailers are strictly prohibited vehicles in any driveway or a guest parking stall. Prohibited vehicles must be parked completely in an enclosed garage or parked offsite. Commercial motor vehicles are prohibited at KOF. A “commercial motor vehicle” is defined by Hawaii State Law as “a motor vehicle or combination of motor vehicles used in commerce to transport passengers or property:
  - a. If the vehicle has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit(s) with a gross vehicle weight rating of more than 10,000 pounds;
  - b. If the vehicle has a gross vehicle weight rating of 26,001 or more pounds;
  - c. If the vehicle is designed to transport sixteen or more occupants, including the driver; or
  - d. If the vehicle, regardless of size, is used in the transportation of hazardous materials”
2. **Vehicle Registration.** All resident vehicles must be registered at [www.koolinafairways.com](http://www.koolinafairways.com). Vehicles not possessing current license plates and/or safety inspection stickers cannot be registered at the KOF before they are properly registered with the City & County of Honolulu or they may be considered to be parked on private property without authorization, and may be towed without notice from the premises at the vehicle owner’s risk and expense. Golf carts must be registered with KOCA.
3. **Guest Parking Stalls.** All overnight guests must obtain a Guest Parking Pass to park overnight in a guest parking stall. Residents who require temporary parking in a guest parking stall must also obtain a Parking Pass. Passes are available from the Fairways website at

[www.koolinafairways.com](http://www.koolinafairways.com). All parking passes must be visibly displayed on vehicle's dashboard. Any vehicle found parked in guest parking between midnight and 7:00 a.m. without a valid Guest Parking Pass, may be towed or tagged at the vehicle owner's expense.

4. **Vehicle Condition & Noise.** 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 which have not been modified to noticeably increase the noise emitted by the vehicle above that emitted by the vehicle as equipped by the factory. Owners, occupants and guests shall not operate a vehicle on the property which creates any loud or offensive noise, including sound or exhaust systems and shall not idle their vehicle's engine for any unreasonable period of time on the property.

5. **Garages and Driveways.**

- a. Vehicles shall be parked only in the garages belonging to the Unit to which the vehicle has been registered and/or in the driveway area fronting that Unit's enclosed garage, if space permits, except when the owner or occupant has obtained permission for the use of another Unit's driveway or enclosed garage from the owner of that Unit.
  - b. Owners and occupants shall maintain their parking garages and appurtenant driveway in a clean condition, free from accumulation of oil or other deposits and shall be responsible for the cost of cleanup of any oil or other deposits in these areas performed by the Association.
  - c. Parking is not permitted on any sidewalk, street, road, or thoroughfare. No part of any vehicle may protrude onto an "accessibility sidewalk," street, or thoroughfare. Sidewalks begin and end at each of the 3 entrances from the main Aliinui street. Parking sideways in short driveways is discouraged as damage to landscaping features has been noted (if damage occurs a violation/fine will be assessed to the owner). Homeowners and their tenants are encouraged to use the garage for parking vehicles.
  - d. No oil mats may be left on driveways when not in use.
  - e. Commercial signage on any vehicle that is inappropriate, or offensive (i.e., language or images on signage that would be offensive to the ordinary person are prohibited) is **NOT** allowed and is at the discretion of the Board of Directors.
6. **Curbside Loading/Unloading.** Curbside loading and unloading of items for delivery to or from a Unit may be performed in designated areas by occupants while people are present.
7. **Vehicle Repair and Cleaning.** Only minor repairs may be made to vehicles on the premises that do not involve excessive noise. The vehicle must remain operable and materials must be disposed of properly. Owners, occupants and guests shall not use any Unit's appurtenant driveway, garage or any guest parking stall at the KOF to operate or conduct a business operation of any type, including but not limited to any automotive repair business.

8. **Operation of Vehicles, Bicycles, and Other Devices on the Common Elements. See if this can be modified**

- a. The vehicle speed limit on the premises is posted on the common elements and is enforced. There are also other road signs posted for the safety of our community and our children. All operators of vehicles must be duly licensed in accordance with the laws of the State of Hawaii to operate a passenger vehicle, or be exempt from such licensing requirements. The license must be always carried by the operator and shown to the Resident Manager upon request.

- b. Drivers operating vehicles shall observe all traffic signs, exercise extreme caution for the safety of pedestrians, other vehicles, and persons using other types of transportation devices such as wheelchairs, mobility scooters, bicycles, tricycles, skateboards, rollerblades, roller skates, and scooters and shall operate their vehicles quietly.
- c. Bicycles may be used on the common element roadways and operated in accordance with these House Rules and all applicable operation and safety laws, ordinances, rules and regulations. Skateboards, tricycles, bicycles with training wheels, rollerblades, roller skates and scooters are allowed when used with caution. It is recommended that parents, guardians or other responsible persons accompany and directly supervise their minor children when their minor children are using such transportation devices on the property. Any person using a skateboard, tricycle, bicycle with or without training wheels, rollerblades, roller skates, scooter or similar transportation device at the Project (i) does so at their and/or their parent(s)' or guardian(s)' own risk; and (ii) neither the Association, its officers, directors, agents or employees shall be liable in any manner whatsoever for loss, damage or injury to any person or property resulting from such use, even if such loss, damage or injury was caused or contributed to by the negligence of the Association, its officers, directors, agents or employees.
- d. Wheelchairs may be used by owners, occupants, guests, or any other persons who may in any manner use the property with a mobility disability on all common elements and limited common elements of the Project for purposes of locomotion, including but not limited to common element roadways, driveways, sidewalks, passageways, at designated crosswalks, walkways, decks of the pool and spa, and in the Recreation Pavilion. Owners, occupants, guests, or any other persons who may in any manner use the property with a mobility disability shall exercise reasonable care when using or operating the wheelchair in the limited common elements and common elements, keeping a lookout for pedestrians, other vehicles, and persons using other types of transportation devices.
- e. Other power-driven mobility devices ("OPDMD"), defined under Title II of the Americans with Disabilities Act ("ADA") as "any mobility device powered by batteries, fuel, or other engines, whether or not it was designed primarily for use by individuals with mobility disabilities, that is used by such individuals for the purpose of locomotion" may be used by owners, occupants, guests, or any other persons who may in any manner use the property with a mobility disability on all common elements and limited common elements of the Project for purposes of locomotion, including but not limited to common element roadways, driveways, sidewalks, passageways, at designated crosswalks, walkways, decks of the pool and spa, and in the Recreation Pavilion, *unless* the Association can demonstrate that the class of OPDMD cannot be operated in one or more of the foregoing areas in a reasonably safe manner, even with alternative reasonable accommodation. Owners, occupants, guests, or any other persons who may in any manner use the property with a mobility disability shall exercise reasonable care when using or operating an OPDMD in the limited common elements and common elements, keeping a lookout for pedestrians, other vehicles, and persons using other types of transportation devices. OPDMDs may include mobility scooters, golf cars/carts, electronic personal assistance mobility devices, such as the Segway ® Personal Transporter (PT), or any mobility device that is not a wheelchair and is designed to operate in areas without defined pedestrian routes.
- f. All bicycles, skateboards, trikes, and scooters must be stored within the Units or within the Unit's garage.

## **9. Use of Golf Carts and Electric Vehicles.**

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

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

## SECTION 6. DESIGN COMMITTEE

1. **Approval Process.** The Design Committee's function is to maintain the consistent appearance of the Fairways. Any modifications to the outside or visible from the outside of a unit must receive Design Committee approval. These include things like changing windows, window tint, doors, privacy yards or air conditioners. Within forty-five (45) days after submission of complete plans and information in CC using the Design Committee Request submission in CC, the Design Committee shall review the plans and return them to the owner indicating its approval or disapproval. The forty-five (45) days shall commence upon receipt of a complete set of plans. If disapproval is indicated, the Design Committee's rationale shall be provided. If the consent of other parties is required (such as the Ko Olina Community Association or a percentage of owners), the owners presenting the plans shall be responsible for obtaining this consent at their expense. Request for Design Committee Approval can be found on the Fairways website under; Service Requests, then New Service Request, then Design Committee Request.

## SECTION 7. PRIVACY YARD

1. **Privacy Yard Area Definition.** The term "privacy yard" shall mean the limited common element land area assigned to the respective Units on the ground level for apartment types C, F, G, and H as bounded by a fence running along the perimeter of such yard area, as defined in the Declaration, as amended.
2. **Privacy Yard Maintenance.** The owner shall be responsible for the maintenance and upkeep of the privacy yard, which includes all landscaping within such privacy yard. Such area shall be maintained in a clean, orderly, and presentable condition, which shall include the trimming of grass and other plant life as well as the removal of dead foliage. Privacy Yards must be presentable with an approved combination of a lanai, grass, shrubs, trees, bushes, and cannot just be barren with no irrigation leading to dead zones. Trees must be maintained at no higher than 20 feet, with the exception of Palm Trees, and with the exception of "C" Units which height limit is 15 feet. Plant life must not overhang or lean on the privacy yard fence or gutters. Any damage made to the fencing caused by owner owned plant life or any other personal material, will be the responsibility of the owner.

3. **Privacy Yard Irrigation.** Owners are responsible for maintaining their irrigation systems. Sprinkler heads need to be a minimum of 18 inches away from the building. Over-watering that extends into the Common Element areas is strictly prohibited.
4. **Privacy Yard Modifications.** Owners may landscape their privacy yard provided that any landscaping, plants, shrubs, and trees shall comply with any written landscaping restrictions and guidelines established by the Board of Directors which may include height limitation and other restrictions. Written **Design Committee approval must be obtained prior to any alterations to the original layout or structure of existing privacy yards.**
5. **Use of Privacy Yards.** The owner may use the privacy yard in any suitable manner provided that it shall not be used for the temporary or permanent storage of any equipment, boats, kayak, vehicles, broken, rusted or unsightly items. No temporary housing is allowed. Owners may place appropriate yard or garden furnishings specifically designed for outdoor use, within the yard area. Table umbrellas are allowed provided they are uniform with the building design décor, are natural in color and have no printed solicitation. Design Committee Approval must be obtained for any outdoor storage containers. The hanging of clotheslines, whether attached to any portion of a Unit, garage, lanai or any other structure, or whether freestanding, for drying of any clothing, laundry or other materials shall not be permitted within the privacy yard. No tarps or canvases can be used for weather coverage. Tiki torches must be kept 3 feet away from any combustibles (building and/or vegetation) and shall maintain a 7-foot vertical height from grade to flame per the Hawaii State fire code.
6. **Outdoor Barbecuing.** Portable barbeques (grills) are permitted to be used on privacy yards for those units which have privacy yards, provided they are electric or gas. Cooking that involves any other source of open flame, such as charcoal or wood burning grills are strictly prohibited. **Portable grills used on privacy yards must be at least 10 feet away from any wall, post, fence or overhang when in use,** and properly stored when not in use. Fires other than for outdoor cooking in designated areas are not permitted.
7. **Fence.** The maintenance of privacy fences and gates are the Association's responsibility, in addition to the perimeter fence on the golf course. The location, design, color, or height of a fence may not be altered or moved by any owner. Owners are responsible for reporting of maintenance or repair issues in Condo Control via service request.
8. **Retractable/Fixed Awnings.** Awnings facing outward towards the exterior of the KOF shall be uniform for the purpose of enhancing the uniform exterior appearance of the building, as determined in written Design Committee Guidelines established by the Board of Directors and/or Design Committee. The prior written approval of the Design Committee must be obtained before any installation of privacy yard retractable awnings. Fixed Awnings are subject to removal for painting as determined by the Design Committee and/or for purposes of performing maintenance, repairs or replacement of the common elements as determined by the Board, and removal and/or replacement of the fixed awnings for painting or maintenance, repairs or replacement of the common elements shall be at the Unit owner's sole expense. Tarps are not considered a fixed or retractable awning.

## SECTION 8. LANAIS

1. **Lanai Area Definition.** The term "lanai areas" shall mean the limited common element area that overhangs the ground floor unit's entry and the overhang of the second-floor unit's entry that belongs to the respective Unit, as defined in the Declaration, as amended. Units A, B, C, D, and E units have lanais.

2. **Lanai Area Maintenance.** The owner shall be responsible for the maintenance and upkeep of the lanai areas and the floor covering itself, excluding the floor slab unless maintenance was ignored causing damage to the sub-floor. Such area shall be maintained in a clean, orderly, and presentable condition without unsightly vegetation. Any alterations need to be approved in writing by the Design Committee before such alterations are undertaken. Holes in the surface of the floor, ceilings, railings, and posts can cause damage.
3. **Use of Lanais.** The owner may use the lanai areas in any suitable manner provided that it shall not be used for the temporary or permanent storage of materials, personal property, broken, rusted or unmaintained furniture, bicycles, surfboards, paddle boards, toys or the like. Only furniture specifically designated for outdoor use may be placed on the lanai areas. Owners may place potted plants with an overflow pan on the lanai, but the plants cannot grow through the balusters nor hang over the lanai. The drying of any clothing, laundry or other materials on the lanais is not permitted. Further, the hanging of clotheslines on a lanai, whether attached to any portion of a Unit, garage, lanai or any other structure, or whether freestanding, for drying of any clothing, laundry or other materials shall not be permitted. No items are to be draped over, nor hung onto the lanai railings. Tiki torches are not allowed on lanais as they are too close to the building per the Hawaii Fire Code.
4. **Lanai Outdoor Barbecuing.** Existing fire codes do not allow for any outdoor cooking of any kind on the lanais. The Hawaii Fire Code, Table 69.5.3.1(a) (Maximum Allowable Storage Quantities of LP-Gas in Other Than Industrial, Storage and Mercantile Occupancies) also indicates that you may store a maximum of two (2) one (1)-pound containers (cylinders) of propane gas indoors, but not the standard size propane tank.

## **SECTION 9. POOL, SPA AND RECREATION PAVILION**

1. **No Lifeguard on Duty.** There is no lifeguard on duty. Residents and their guests use the swimming pool at their own risk. Persons of any age who are not competent swimmers must be accompanied by and/or under the direct supervision of a responsible competent swimmer at all times while using the pool and/or the spa and while present on the pool deck and/or the spa deck. Minor children should be accompanied and supervised by an adult parent, guardian or other adult who can ensure their safety while using the pool and/or the spa and while present on the pool deck and/or the spa deck.
2. **Use.** The pool, spa and recreation pavilion areas are for the exclusive use of KOF residents and their guests. Each Unit shall be limited to no more than four (4) guests at a time unless they have reserved the pavilion. Residents shall be responsible for the safety and supervision of their guests. Entrance to the pool is restricted by a key fob. Each Unit is entitled to one free key fob. Each Unit is allowed to purchase a second key fob for a fee of \$25. Pool fobs will only be able to access the pool during posted pool hours. Improper use of key fobs (loaning them to unauthorized users) or violation of the House Rules relating to use of the pool, spa and/or recreation pavilion areas may result in removal/seizure of key fob from the owner or occupant in violation or temporary shut-down of key fob (to be determined by the Board). Owners/rental agents should keep track of key fob numbers in case they are stolen.
3. **Alcohol.** Alcohol is prohibited in the pool and spa and on the pool deck and spa deck. Alcohol is permitted in the grill and recreation pavilion.

4. **Hours of Use.** The recreation center may only be used between the hours of 9:00 a.m. to 10:00 p.m. daily, subject to closure from time to time for clean-up or maintenance purposes. The pool hours may be changed at the discretion of the Board.
5. **Reservation of the Recreation Pavilion.** The Recreation Pavilion may be reserved by residents on a first-come, first-serve basis according to the written procedures established by the Board of Directors. Reservations are limited to 20 guests for up to four (4) hours. Residents are limited to one (1) reservation per day. Guests must leave the pool when the 4-hour reserved period ends. A Recreation Center Reservation form must be completed and submitted on the Fairways website under Amenity Booking along with the appropriate \$100 refundable deposit in order to reserve the Pavilion. If the area is left dirty or damaged, the security deposit will not be refunded.
6. **Spa Use and Safety.** It is recommended that persons who are elderly, pregnant or who have certain medical conditions consult with a physician prior to using the spa due to risks prolonged exposure to high water temperatures may pose to such individuals. In accordance with current guidelines issued by the Centers for Disease Control ("CDC"), children under the age of five (5) should not use the spa. Current CDC guidelines also recommend pregnant women consult a physician prior to use of a spa. Current CDC guidelines applicable to hot tub/spa use may be reviewed at: <https://www.cdc.gov/healthywater/swimming/swimmers/hot-tub-user-information.html>. Minor children over the age of five (5) should be accompanied and directly supervised by an adult parent, guardian or other adult who can ensure their safety when using the spa.
7. **Appropriate Attire.** Swimmers must wear proper swimming attire. Bathing caps or hair bands are strongly recommended to constrain longer hair. Hair pins are not permitted in the pool. Regular diapers are not permitted in the swimming pool or spa unless protected with waterproof covering or are specifically designed for swimming (swim diapers).
8. **Showers Required.** All persons using the pool and/or spa must take a shower prior to entering the pool or spa.
9. **Health Precautions.** For health reasons, persons having an infectious or communicable disease generally accepted by the medical community as being communicable through casual contact or any open blisters, cuts, etc., shall be excluded from the swimming pool and spa. Spitting, spouting water, nose blowing, defecating or urinating in the pool and spa are strictly prohibited. Persons lacking voluntary control of bladder and/or bowels must wear diapers which are specifically designed for swimming and/or use in water while using the pool or spa. After pool and spa use, residents and guests are required to dry off thoroughly prior to entering the pavilion area. In the event of accidental fecal or vomitus discharge the swimming pool shall be immediately closed for cleaning and reopened at the discretion of the Resident Manager.
10. **Noise and Nuisances.** Diving, jumping, running, horseplay or loud conduct is not permitted in the pool area or on the pool furniture.
11. **Animals.** No animals are allowed in the pool pavilion area, except for assistance animals required for persons with a disability. No animals are permitted in the pool or spa.
12. **Dangerous or Hazardous Items.** No large flotation devices, balls, oversized toys, surfboards, boogie boards, diving fins or scuba equipment are permitted in the pool area. Glassware, bottles, ceramics, china wear or other breakables are not permitted in the pool or recreation area. Used paper goods and other litter must be deposited in the trash bins provided or other appropriate trash receptacle. No riding of wheeled items or vehicles is permitted in the pool area, except that this rule shall not apply to wheelchairs, mobility scooters or similar wheeled



vehicles needed in connection with a disability. Bikes, skateboards, and scooters may be brought into the pool area to be stored while using the pool, but not used (ridden) in the pool area.

- 13. Pool Furniture.** No pool furniture shall be removed from the pool area nor shall other furniture be placed in the pool area. Lounge chairs should be covered with a towel during use.

## **SECTION 10. VIOLATION OF HOUSE RULES - FINING & APPEAL POLICY**

### **1. Schedule of Fines:**

a. The following fines will be assessed against the Unit owner for violations of the Declaration, Bylaws and/or House Rules, and any and all amendments and restatements thereof by the owner, the owner's tenant, the guest of the owner or tenant, or any other person for whom owner may be responsible, except for the violations set forth under Section 10, 2b., c. and d. below:

**i. 1<sup>st</sup> Violation:** A first (1<sup>st</sup>) notice of violation will be issued and sent by the Resident Manager ("RM") or the Managing Agent via Condo Control/email, requiring correction of the violation within fifteen (15) calendar days of the date of the notice. The owner in all cases is responsible for correcting the violation. Violation Notices will be disbursed to the following parties:

- (ii) The Resident responsible for the violation
- (iii) The Unit Owner
- (iv) The Rental Agent (if applicable)

**ii. 2<sup>nd</sup> Violation:** RM or Managing Agent will issue and send a second (2<sup>nd</sup>) notice of violation via Condo Control and a **\$100.00** fine will be assessed against the owner's Unit if the previously noticed violation has not been addressed or corrected or if a 2<sup>nd</sup> violation has re-occurred within 15 calendar days of the date of the 1<sup>st</sup> notice of violation. The 2<sup>nd</sup> notice of violation will provide that the Unit owner has 15 calendar days from the date of the 2<sup>nd</sup> notice of violation to correct the violation. The fine imposed will be paid online via Condo Control.

**iii. 3<sup>rd</sup> & Subsequent Violations:** RM and Managing Agent will issue and send a third (3<sup>rd</sup>) or subsequent notice of violation via Condo Control and a **\$250.00** fine will be assessed against the owner's Unit if the previously noticed violation has not been addressed or corrected or if a 3<sup>rd</sup> or subsequent violation has occurred within 15 calendar days of the date of the 2<sup>nd</sup> or subsequent notice of violation. (A \$250 fine will be assessed for the 3<sup>rd</sup> violation and each subsequent violation, every 15 days after the 3<sup>rd</sup> notice, and the Association may continue to send notices of violation and to assess fines for subsequent violations even after matter has been referred to the Association's attorney for handling). The violation will also be turned over to the Association's attorney for appropriate action, *provided that* nothing shall prevent the Board of Directors from immediately referring a matter involving threat of injury to persons or property or other serious violation of the governing documents to the Association's legal counsel for appropriate action after the first or second violation. The Unit owner will be responsible for all reasonable attorneys' fees and costs incurred by the Association to resolve the matter once the matter is turned over to the Association's attorney for handling.

Certain violations won't require 15 calendar days to resolve and follow-up violations can be submitted per occurrence, for example, but not limited to; parking, noise, pets, smoking, safety, pool.

- d. Safety Violations:** Any violation, act or omission by a Unit owner, their occupant(s), tenant(s) or their guest(s) that is deemed to constitute a threat to the personal safety or wellbeing of any other residents or which represents an immediate danger or threat to the safety of any of the residential apartment buildings and/or any other property on the common or limited common elements, at the discretion of the Board of Directors, will result in a **notice of violation and an immediate \$250.00 fine** being assessed against the responsible owner's Unit. No initial warning will be issued for these serious offenses, an immediate fine of \$250.00 will be imposed and the violation may be immediately referred to the Association's attorney for appropriate legal action as deemed

appropriate by the Board. Offenses which constitute safety violations subject to an immediate \$250.00 fine include, but are not limited to glass at the pool or pavilion (i.e., glass bottles and Pyrex or ceramic dishes), failing to obey stop signs, fireworks, improper grilling.

- e. **Parking Violations:** 1) Any vehicle that is parked in an unauthorized location (i.e., in guest parking overnight, parked along the curb, parked by the pool when not visiting the pool) in violation of Section 5 of these House Rules; has failed to register as required per Section 5, # 2 of these House Rules and/or which lacks current license plate and/or safety inspection decal in violation of Section 5, #2 of these House Rules will be subject to the same violation notices and schedule of fines as apply to violations governed by Section 10, #2, a.(i), (ii) and (iii) above of these House Rules, without the 15-calendar day grace period given in each violation notice to cure the violation, and towing expenses, as follows:

- (i) **1<sup>st</sup> Violation:** First (1<sup>st</sup>) written warning/notice of violation (which requires immediate correction, with no 15-day grace/cure period).
- (ii) **2<sup>nd</sup> Violation:** Second (2<sup>nd</sup>) written notice of violation (which requires immediate correction, with no 15-day grace/cure period) and \$100.00 fine.
- (iii) **3<sup>rd</sup> and Subsequent Violations:** Third (3<sup>rd</sup>) or subsequent written notice of violation and \$250.00 fine for 3<sup>rd</sup> violation and each subsequent violation, and the vehicle in violation will also be towed at the vehicle owner's expense, or at the expense of the Unit owner if the vehicle's registered owner cannot be identified. The violation may also be turned over to the Association's attorney for appropriate action, *provided that* nothing shall prevent the Board of Directors from immediately referring a matter involving threat of injury to persons or property or other serious violation of the governing documents to the Association's legal counsel for appropriate action after the first or second violation. The Unit owner will be responsible for all reasonable attorneys' fees and costs incurred by the Association to resolve the matter once the matter is turned over to the Association's attorney.

There may be occasions, as determined at the Board's sole discretion, or at the discretion of the Board's authorized agent(s) (i.e., Resident Manager, Managing Agent, Security personnel) when the 1<sup>st</sup> offense will result in towing of the vehicle in violation (i.e., improvements or construction at a Unit or on the limited common or common elements necessitates removal of vehicle; emergency situations; or owner or resident previously notified of violation has failed to resolve violation). Additionally, if the vehicle in violation constitutes a safety hazard, it will be subject to immediate tow.

- f. **Short Term Rental Violations:** For violations of the minimum rental period restriction set forth in Section 1, #1 of these House Rules prohibiting rentals for less than 30-day rental period, the following violation notices and schedule of fines shall apply:

- (i) **1<sup>st</sup> Violation:** First (1<sup>st</sup>) written notice of violation and **\$1,000 fine** assessed against the Unit owner.
- (ii) **2<sup>nd</sup> and Subsequent Violation(s):** Second (2<sup>nd</sup>) or subsequent written notice of violation and **\$3,000 fine** assessed against the Unit owner for 2<sup>nd</sup> violation and each subsequent violation. The violation will also be turned over to the Association's attorney for appropriate action. The Unit owner will be responsible for all reasonable attorneys' fees and costs incurred by the Association to resolve the matter once the matter is turned over to the Association's attorney.

## **2. Appeal Process.**

**Who may Appeal:** An owner may choose to contest a written citation (notice of violation) and/or fine according to the following procedure:

**Notice of Appeal & Appeal on Written Submissions Only:** A written notice of appeal and written submissions in support of the appeal must be submitted by the appealing owner to the Board of Directors, sent via USPS Certified Mail, Return Receipt requested or delivered in person in care of the Managing Agent within **thirty (30) calendar days** after the date of the written citation (notice of violation) and contain the following information and documents:

- i. A copy of the citation (notice of violation);
- ii. A concise Statement of Facts;
- iii. Reason for appeal;
- iv. Written witness statements with name, address and phone number of witness; and
- v. Copies of exhibits, if any.

**Decision on Written Appeal:** The Board shall deliver to the appealing Owner a written decision on the appeal, which specifies the disposition of the appeal and the amounts of fines and/or penalties assessed, if any, and the reasons therefore, **not more than thirty (30) days following receipt of the written appeal.**

**Decision Final:** Any decision by the Board as to any owner's appeal shall be final, however, pursuant Hawaii Revised Statutes §514B-104, if the fine, if applicable, is paid, the owner shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes §514B-161 or §514B-162, or by filing a request for an administrative hearing under a pilot program administered by the State of Hawaii Department of Commerce and Consumer Affairs.

**Owner Liable for Fines:** Owners shall be liable for their own fines and fines assessed against them by reason or attributable to violations committed by their guests, family members, tenants, occupants, employees or any other person who may use the property for whose conduct the owner is responsible under the governing documents and/or Hawaii Revised Statutes, Chapter 514B.

**Payment of Fines.** All assessed fines must be paid via Condo Control within **thirty (30) calendar days** of issuance of a written citation, and/or the Board's written decision on an appeal, whichever is later.

**Failure to Timely Pay Fines.** If any fine is not paid within the applicable period specified above, the fine shall be deemed a special assessment chargeable against the owner's unit. Additionally, the owner shall be assessed a late fee for each month the fine remains unpaid, and reasonable attorneys' fees and expenses will be assessed in accordance with HRS section 514B-157(a)(3), should any governing documents violation be referred to the Association's attorney for enforcement proceedings. The amount of late fee assessed pursuant to this paragraph shall be the same as the late fee assessed to delinquent common and/or special assessments payable to the Association.

3. **Receipt for House Rules.** Upon adoption, a copy of these House Rules will be available on Condo Control. Owners shall be required to provide all occupants of their Unit with a copy of the House Rules prior to occupants inhabiting the property.

## SECTION 11. NON-DISCRIMINATION POLICY

1. **Requests for Reasonable Modifications to Unit, Limited Common Elements or Common Elements.** None of the provisions of these House Rules, the Declaration and/or the By-Laws are intended to be in contravention of the State or Federal Fair Housing Acts, or any amendments thereof. The Board of Directors ("Board") for Ko Olina Fairways Association ("Association") will at all times comply with any and all applicable provisions of the State and Federal Fair Housing Acts and any and all amendments thereof when acting upon requests by persons with a disability to make reasonable modifications, at their cost, to their unit, the limited common elements or the common if the proposed modifications are necessary for their full use and enjoyment of the property.
2. **Requests for Reasonable Exemption from Compliance with Declaration, By-Laws and/or House Rules.** The Board will also comply with any and all applicable provisions of the State and Federal Fair Housing Acts and any and all amendments thereof, including, but not limited to requests by persons with a disability seeking a reasonable accommodation or exemption from any of the provisions of the Declaration, the By-Laws and/or the House Rules, which would interfere with any disabled person's equal opportunity to use and/or enjoy the property.
3. **Exceptions.** Finally, the Board will comply with any and all applicable provisions of the State and Federal Fair Housing Acts, and any and all amendments thereof with respect to the application and enforcement of the Declaration, By-Laws, these House Rules, and the covenants, conditions, rules and restrictions of the Association shall apply to and be enforced equally against all persons, except where there is a legitimate legal basis to allow differential treatment and/or a valid legal exception or exemption to the Association's covenants, conditions, rules and/or restrictions applies.

## SECTION 12. DESIGN COMMITTEE GUIDELINES

1. **General Information.** For exterior changes (e.g., A/C units, Windows, Solar, fence line changes), Design Committee approval is required. Owners must submit a "**Design Committee Request**" Form in Condo Control under Service Request, New Service Request, and Design Committee Request. Refer to the "Design Committee Guidelines" document.

## SECTION 13. ANTENNA & SATELLITE DISH INSTALLATION POLICY

1. **General Information.** Design Committee approval must be obtained prior to any installation.

## SECTION 14. RULES FOR INSTALLATION OF SOLAR ENERGY DEVICES

1. **General Information:** Only an Owner of Units may install a solar energy device. Approval must be obtained from the Board of Directors. **Design Committee approval must be obtained prior to any installation.**

## SECTION 15. POLICY AGAINST HARASSMENT

**Section 1. No Discrimination.** The Association seeks to promote reasonable use and enjoyment of KOF without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status,

ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

**Section 2. Report Any Discrimination.** Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

**Section 3. Other Action to Take.** A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order (“TRO”) with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

**Section 4. Sexual Harassment.** One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the workplace, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to as a result of any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board of Directors. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

**Section 5. Retaliation.** The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.