



Beach Villas
AT KO OLINA

**5th
Amended and Restated
House Rules**

(Effective April 1, 2017)

Table of Contents

Definitions 4

General Rules - Usage, Safety, and Etiquette..... 4

 General Use..... 4

 Limits on Occupancy and Use of the Project 4

 Access to Apartments 5

 Owner Check-In/Check-Out Procedures 6

 Guests Arrival Notice and Check-In/Check-Out Procedures..... 6

 Renter Arrival Notice and Check-In/Check-Out Procedures 6

 Visitors Arrival and Visitor Logging 7

 Use of Apartments..... 7

 Use of Lanais 8

 Use of Common Areas 10

 Smoking Restrictions 12

 Noise and Nuisances..... 12

 Garbage and Refuse..... 13

 Pets 13

 Furniture Moves..... 15

 Other 17

Recreational Areas – Usage, Safety, and Etiquette..... 18

 General Use of Recreational Facilities 18

 Pools and Spas 18

 Fitness Center 18

 Barbeque Pits 19

Parking Areas – Usage, Safety, and Etiquette..... 19

Owner Storage Bin Area – Usage, Safety, and Etiquette 21

Specific Rules for Owners Renting their Apartments 21

 Additional Responsibilities of Owners Renting their Apartments..... 21

 Additional Insurance Requirements for Owners Renting Their Apartments 22

Specific Rules for Renters 22

Commercial Apartment Operations 22

 Rules for all Commercial Apartments 22

 Lounge..... 23

Employees of the Association 24

Special Hazards and Expressly Prohibited Activities..... 24

Design Changes and Building Modifications..... 25

Violations and Enforcement of House Rules 26

 General Compliance and Enforcement..... 26

 Legal Protections..... 27

Certification of Adoption by the Board 29

EXHIBIT A - Schedule of Fines and Other Penalties 30
EXHIBIT B - Pool and Spa Rules 33
EXHIBIT C – Hours of Operation 35
EXHIBIT D - Fitness Center Rules and Regulations 36
EXHIBIT E - Summary of House Rules, Beach Villas at Ko Olina..... 38

Preamble

Whereas, the Board of Directors of the Association of Apartment Owners of Beach Villas at Ko Olina (“Board”) adopted those certain Amended and Restated House Rules for Beach Villas at Ko Olina dated March 20, 2007, as amended by First Amendment to Amended and Restated House Rules dated February 14, 2008, and by Second Amendment to Amended and Restated House Rules dated June 23, 2008, and by the Third Amendment to Amended and Restated House Rules originally dated September 11, 2011 (the “Amended House Rules”); and by the Fourth Amended and Restated House Rules dated May 28, 2013, and

Whereas, in accordance with Article X, Section 1 of the Bylaws, the Board has the exclusive power to amend and adopt house rules for the Beach Villas at Ko Olina (“Project”) through a vote or written consent of majority of the Board.

Now therefore, the Board desires to amend and restate the Amended House Rules through adoption of these **Fifth Amended and Restated House Rules** for Beach Villas at Ko Olina (“House Rules”), which shall be effective April 1, 2017, pursuant to the Bylaws, which House Rules shall amend, restate, supersede and replace in their entirety all previously adopted House Rules and Amended House Rules.

The House Rules supplement but do not change the obligations of the Owners, and all Renters and Guests thereof, as set forth in the Commercial Declaration, Declaration and Bylaws, as amended. In the event of any inconsistency, the Commercial Declaration, Declaration or the Bylaws, as amended, will control over these House Rules. These House Rules may also not limit or restrict any rights expressly granted by the Commercial Declaration, Declaration, and/or Bylaws. The term, “Renter” as used in these House Rules shall refer to any person renting or leasing a Residential Apartment. To the extent these House Rules impose restrictions upon Renters which conflict with any rights expressly granted to, “Owners” and/or “Authorized Users” under the Commercial Declaration, Declaration, and/or Bylaws, respectively, the applicable language of the Commercial Declaration, Declaration, and/or Bylaws, as amended, shall control over these House Rules.

The primary purpose of these House Rules is to protect all Owners, Renters and Guests from annoyance and nuisance caused by improper use of the Project, to promote safety to both persons and property, 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 shall be responsible for enforcing these House Rules, but such responsibility may be delegated to the Managing Agent, Resort Manager and/or to the on-site General Manager¹ for the Project by the Board. All Owners, Renters and Guests shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not; provided, however that neither the Board nor the Managing Agent or Resort Manager shall be responsible for any noncompliance or violation of these House Rules by said Owners, Renters and Guests.

¹ “Resort Manager” as utilized herein shall refer equally to either the Resort Manager and/or General Manager.

Definitions

Unless otherwise defined herein, the terms used with initial capital letters shall have the meanings given to them in the Declaration.

General Rules - Usage, Safety, and Etiquette

General Use

Intended Use of Apartments: The Apartments shall be occupied and used by the respective Owners thereof (or their Renters, Guests, or Visitors), only for those purposes that are consistent with, and appropriate to, a resort destination operated at a First Class Standard, as set forth in the Declaration. Commercial operations, residential occupancy, and transient vacation rental use, to the extent permitted under applicable law, are expressly permitted at the Project, subject, however, to the restrictions contained in the Project Documents.

Equal Rights of All Owners: All residential Owners shall have the equal right to use, occupy, rent, and enjoy their respective Apartments and respective Limited Common Elements, and to utilize the Common Elements that are not also designated Limited Common Elements, subject to the restrictions contained in the Project Documents.

Fair and Reasonable Use: At no time may any Owner, Renter, Guest, or Visitor monopolize or utilize for their sole use any of the Project's Recreational Facilities or other portions of the Common Elements, including parking areas, to the exclusion of any other Owners, Renters, Guests, or Visitors.

Limits on Occupancy and Use of the Project

Limits on Overnight Use of Apartments: Except to the extent otherwise required by law (including, but not limited to the Federal Fair Housing Act, and any amendments thereto), the total number of occupants staying overnight in any Residential Apartment shall not exceed eight (8) persons for any three-bedroom Apartment, and shall not exceed six (6) persons for any two-bedroom Apartment; except such limits shall not include infants less than two (2) years of age in the total number of occupants.

Limits on Common Area, and Recreational Facility Use: Except to the extent otherwise required by law (including, but not limited to the Federal Fair Housing Act, and any amendments thereto), the use of the Project facilities, Common Areas, and Recreational Facilities is restricted as follows: No more than a total of eight (8) persons from any three-bedroom Apartment, nor more than a total of six (6) persons from any two-bedroom Apartment shall be permitted to use and/or be present on the Common Areas and/or Recreational Facilities at any time, except such limits shall not include infants less than two (2) years of age in the total number of persons permitted to use and/or be present on the Common Areas and/or Recreational Facilities at any time.

Adherence to Local Laws and Rules: Each Owner and Renter and their respective Visitors and Guests, as appropriate, shall at all times observe and comply with all laws, ordinances, rules and regulations now and hereafter made by any governmental authority, the Association or the Board applicable to the use of the Project. Any violation of such laws, ordinances, rules and regulations shall also constitute a violation of these House Rules.

Special Requirements for Service Employees: Proper work attire must be worn by cleaners, maintenance workers, and other personnel employed by Owners, Renters and rental agents, and their designated agents, employees and representatives, commensurate with the First Class Standard applicable to the Project. Cleaners, maintenance workers, and other personnel are required to wear shoes and clean collared shirts, such as polo-style shirts, at all times while in the Common Element areas. Within the sole and absolute discretion of the Board and/or Resort Manager, tee-shirts, jeans, denim clothing of any kind, torn or tattered clothing, clothing with slogans and logos that may reasonably be deemed offensive, and clothing which reveals tattoos or piercings that may reasonably be deemed offensive or inappropriate for the First Class Standard are prohibited. All Service Employees must sign in when entering the Project and must display a valid identification badge as issued by the Resort Manager, or his/her designate, at all times while anywhere on the Project. Firms whose employees visit the Project must agree, to the extent permitted by law, to provide written background check reports on each employee visiting the Project in a format acceptable to the Board, as directed by the Resort Manager. Any written background check reports provided pursuant to this paragraph will not be disclosed to third-parties by the Board or Resort Manager except to the extent such disclosure is required by law.

Access to Apartments

No Keys to Unauthorized Entrants: Neither the Resort Manager nor his/her designated agents, employees and/or representatives shall be required to grant access (other than to authorized law enforcement personnel) to Apartments or any other portion of the Project without the prior written permission of the responsible Owner or Board.

Access Permission From Legal Owners Required: Owners shall provide their name, electronic mail address, street address, telephone number, and signature to the Resort Manager upon purchasing an Apartment, and shall furnish the Resort Manager or his/her designated agents, employees and/or representatives with such other reasonable information, complete and update such forms in furtherance thereof as shall be requested from time to time, including names of all persons authorized to receive Apartment door keys. For each key so authorized by the Owner of an Apartment, such Owner shall execute a release and indemnification agreement in a form provided by the Board releasing the Resort Manager, his/her designated agents, employees and/or representatives, the Association, its employees, and the Board from any and all liability, and indemnifying and holding them harmless from any claims, damages or liabilities that may be incurred by such keys/key cards being furnished pursuant to such authorization.

Forced Entry to an Apartment: If an emergency arises within an Apartment requiring a forcible entry into the Apartment by or at the direction of the Association, the Owner of the Apartment shall be solely liable for all costs and expenses incurred by the Association arising in connection

with such forcible entry, including all costs of replacement or repair to any part of the Apartment, other Apartments, or Common Elements damaged by the forcible entry.

Owner Check-In/Check-Out Procedures

For security reasons, all Owners of Residential Apartments who are not full-time residents at the Project must check-in and check-out with the Resort Manager, or his/her designated agent, employee and/or representative, each time the Owner begins and ends a stay at the Project. For safety reasons, full-time residents at the Project are required to register their occupancy with the Resort Manager or his/her designated agent.

Guests Arrival Notice and Check-In/Check-Out Procedures

Advance Notice of **Guest** Arrival: All Owners must notify the Resort Manager, or his/her designated agent, employee and/or representative, at least 24 hours in advance of the anticipated arrival date and time of any **Guests** staying at the Project, providing the following information:

- (i) The Apartment Number in which the Guest is staying
- (ii) Check-In and Check-Out dates
- (iii) Names and contact information for each person in the party who will stay in the Apartment
- (iv) Any special needs of any member of the party (e.g., disabled, hearing impaired, etc.)

A Guest may be denied the right to check-in by the Resort Manager, his/her designated agent, employee and/or representative, if such notice is not provided prior to arrival, or if the Resort Manager in his/her reasonable judgment determines that there is an invalid reservation, or the Owner has not authorized the check-in.

Required **Guests** Check-In/Check-Out: Upon arrival, any Guests must register with the Resort Manager or his/her designated agent, employee and/or representative responsible for Check-In. **Owners are responsible for ensuring that their Guests register and check-in/check-out utilizing the same procedure applicable to Renters** (as described elsewhere in these House Rules).

Renter Arrival Notice and Check-In/Check-Out Procedures

72 Hour Advance Notice for **Renters**: Renting Owners, or their designates, are required to notify the Resort Manager, his/her designated agent, employee and/or representative, of the following information at least seventy-two (72) hours in advance of the expected arrival time of any Renter:

- (i) The Apartment Number in which the Renter is staying
- (ii) Check-In and Check-Out dates
- (iii) Names and contact information for each person in the party who will stay in the Apartment
- (iv) Any special needs of any member of the party (e.g., disabled, hearing impaired, etc.)

The following must be provided at Check-in:

- (i) Government issued Photo ID for the primary member of the party
- (ii) Vehicle make, color, and license number of any vehicles to be parked within the Project
- (iii) A credit card imprint or other means of payment (as may be deemed acceptable by the Resort Manager, his/her designated agent, employee and/or representative) as a security deposit for any potential damages.

Upon arrival, any Renter of a Residential Apartment must check-in with the Resort Manager, his/her designated agent, employee and/or representative. A Renter may be denied the right to check-in by the Resort Manager, his designated agent, employee and/or representative, if such notice is not provided within the deadline stated in this section and/or if the Resort Manager has not been provided evidence that the Owner maintains insurance as required by the Project Documents and these House Rules. Alternatively, the Resort Manager, his/her designated agent, employee and/or representative, may permit check-in with less than 72 hours advanced notice, at the Resort Manager's sole discretion, if the Resident Manager reasonably determines special circumstances so warrant.

All above check-in and check-out procedures for Renters or Guests must be completed wholly within the Project lobby area (Commercial Apartment 1), in the presence of and before the Resort Manager or his/her designated agent, employee and/or representative in accordance with the Association's current published procedures.

Visitors Arrival and Visitor Logging

Lobby Sign-In for all Visitors: Immediately upon arrival, all Visitors must sign in at the Lobby, providing his/her name and number of the Apartment being visited. The Owner or Guest hosting the visit must accompany the Visitor from the lobby, as no keys will be issued to Visitors. Hosts are responsible for advising their Visitors regarding these House Rules, and Owners shall be responsible for any violations of these House Rules and/or the governing documents by Visitors to their Apartments.

Use of Apartments

General Apartment Maintenance Responsibility: Maintenance of Apartments, including all of the items and fixtures included as part of the Apartment as set forth in the Project Documents, is the responsibility of the respective Apartment Owners. Accordingly, all repairs of internal installations within each Apartment, such as water, light, power, sewage, telephone, sanitation, windows, lamps, and other fixtures and accessories belonging to such Apartment, including the interior walls, floors and ceilings of such Apartment shall be the responsibility of the Owner of such Apartment and made at such Owner's expense.

Window Treatments: To maintain the uniform exterior appearance of the building, curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior shall be

restricted as to the color of the side visible to the exterior of the Project. Only window coverings and materials which were originally installed, their like replacements, or those having a white, off-white or beige color and tone are permitted. Aluminum foils or other reflective materials, bed sheets, paper, and similar items not specifically manufactured and designed for use as window covering may not be applied to windows, at any time. No exterior screens are permitted except for sliding glass doors with approved screen doors as specified in the Design Committee Rules. The Owner is responsible for the care and maintenance of these window coverings. Drapes, curtains, shutters, blinds and other window covering and related materials must be kept in good condition. The Board shall be authorized to require Owners to replace non-conforming, damaged, and/or improperly maintained window covering and related materials visible to the exterior of the Project.

Apartment Cleaning by Owners Required: Cleaning of Apartments, including the periodic washing of all interior and exterior windows (to the extent exterior windows are readily accessible by owners from their unit's respective lanai) as necessary to maintain the First Class Standard, is a responsibility of the respective Owner.

Timely Maintenance Required: Every Owner shall perform promptly all repair, maintenance, and alteration work within their respective Apartment, the omission of which would adversely affect any Common Elements or any other Apartment, and shall be responsible for all loss and damage caused by failure to do so.

Use of Lanais

General Use of Lanais: The lanais of the Apartments may be used as an outdoor living area, containing lanai furniture and other similar outdoor furnishings only if specifically designed and manufactured for outdoor use. Furniture and other furnishing not specifically designed and manufactured for outdoor use shall not be permitted on lanais. All lanai furniture and furnishings must be properly maintained and kept clean at all times. Torn, faded, rusted or broken lanai furniture and furnishings are not permitted to be kept on lanais at any time. A reasonable number of potted plants as determined within the sole and absolute discretion of the Board shall also be permitted on lanais only if properly maintained and trimmed (i.e. no dead or dying material) and no portion of any potted plant may protrude beyond the boundaries of, or make contact with any lanai ceiling, wall or railing.

Restrictions on Use of Lanai: The lanai of any Apartment shall not be used for overnight storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, bicycles, toys, beach equipment, cleaning utensils and supplies or other household items. Stand-alone storage containers of any type are not permitted on lanais, except that an Apartment may place one such storage container on its lanai if such container (a) is specifically designed and manufactured for outdoor use constructed of weather resistant materials, neutral or dark in a color substantially similar to the exterior color of the building and/or the trim thereof, not larger than 130 gallons in storage capacity, not higher than 28 inches, and is closable with a lid or doors at all times when not being accessed, or (b) is otherwise approved in writing by the Resort Manager. Other furniture specifically designed and manufactured for outdoor use with ancillary storage capabilities (e.g. tables with drawers and/or hinged lids) is permitted on lanais if written

approval is obtained from the Resort Manager. Lanais shall not be used for any overnight sleeping, and the use of bed linens on any lanai furniture item is prohibited at all times. No clothes racks are permitted on lanais at any time.

No Shades, Permanent Covering, or Draping of Items on Lanai: Sunshades, awnings or screens, other than those installed by the Project's original Developer, may not be used on the exterior of Apartment windows or over lanais of an Apartment. No rugs, towels, mops, bed linens, swimwear and/or any other items shall be draped on lanai railings at any time. No permanent rug or carpeting or artificial turf is allowed on or shall be attached to lanai areas. The installation of any flooring material on any lanai shall require the prior written approval of the Resort Manager and/or Board.

No Liquids Spills from Lanai: The care and maintenance of the lanai decking area and lanai railings is the responsibility of each individual Owner. Care must be taken to prevent irrigation and cleaning water, detergents and other fluids from running and dripping over the edges of the lanai area onto the lanais below. Plants must be kept only in containers specifically designed and manufactured for plants inclusive of catch pans and/or saucers to prevent leaking of water onto the lanai and adjacent areas.

Lanai Appearance: The lanais of all Apartments shall be maintained in clean, neat and sanitary condition at all times, and nothing shall be placed on such lanais so as to detract from the uniform exterior appearance of Project as necessary to maintain a First Class Standard.

Child Safety on Lanais: Adults with children are strongly cautioned to monitor children at all times while present anywhere on lanai areas. **Climbing or standing on lanai-railings is not permitted at any time.**

No Changes to Lanais: The lanais of any Residential Apartment may not be enclosed or extended.

Required Furniture Quality for Lanais: The furniture on the lanais of each of the Apartments will be of a quality in accordance with the Project's First Class Standard as appropriate for a resort setting, and must be of equal or better quality to the outdoor furniture present in the Project's public areas.

No Special Lanai Lighting: Special or decorative lights, including holiday lights, may not be used on lanais without prior written approval from the Resort Manager. If approved, holiday lights may only be used for the time period specified by the Resort Manager, after which it must be completely removed, including any hangers or fasteners.

Standard Lanai Lighting Required: Owners are responsible for maintaining lighting on their lanai in substantially the same design and appearance as that originally installed by the builder or approved in writing by the Resort Manager. Only lighting which does not detract from the uniform exterior appearance of the project will be approved by the Resort Manager. No colored, neon, flashing, or other special lighting may be used (except temporary holiday lighting, as set forth above). The Resort Manager reserves the exclusive right to approve replacement lighting

types for all lanais, and to order immediate removal and replacement of lighting which, in the sole discretion of the Resort Manager, violates this provision.

Use of Common Areas

No Obstructions: All corridors, lobbies, hallways, entranceways, sidewalks, walkways, recreational areas, and roadways must not be obstructed or used for any purpose other than ingress and egress. Recreational facilities and related areas may only be used for purposes as designated in the Declaration. This provision also applies to those areas adjacent to Penthouse Apartment entrances which are designated as Common Elements in the Declaration.

Outdoor Cooking in Designated Areas Only: Outdoor cooking and the use of outdoor cooking equipment is subject to regulation by the Board and shall not be permitted within any of the Apartments or appurtenant lanai areas or within the Common Elements except in those areas specifically designated by the Board from time to time for such use.

No Fires: Fires, including any for outdoor cooking (other than approved Project barbecues) are strictly prohibited.

Aesthetics Within Common Areas: No unsightliness within the public view is permitted within the Project. For this purpose, “unsightliness” includes but is not limited to the following:

- (i) the placement, storage or stowing (as determined by the Board in its sole and absolute discretion) of non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, or other items of personal property in any Common Element or Limited Common Element including those that create reflective glare;
- (ii) the placement of any garbage cans, household or commercial supplies or other similar articles outside the Apartment or in a place where visible from outside any such Apartment, except as the Board may designate and approve in writing;
- (iii) Except as otherwise permitted by these House Rules, door knockers or similar features and equipment (including without limitation poles, ropes and planters) hung, installed, or attached to the door or entry area to the Apartment, visible from any Common Element area corridor or hallway, or hung, placed or attached within any Open Areas of a Commercial Apartment (as hereinafter defined) such that such sign or other object or equipment visible from any Common Element; and
- (iv) Except as otherwise permitted by these House Rules, the storage or placement of floor or door mats at exterior door entries, or potted plants, signage, pictures, paintings or items of furniture on lanais or entry areas; provided that an Owner of an Apartment with a Limited Common Element lanai or entry area will be permitted to decorate such area upon the Board’s prior written approval, at its sole discretion, of any planned decoration; and provided that any such plan shall not detract from the uniform exterior appearance of the Project, as determined by the Board or Resort Manager in his/her sole discretion;
- (v) Erection of tents or placement of personal furniture in any Common Areas.

Any items which detract from the appearance of the project in accordance with its First Class Standard must be immediately removed upon request of the Resort Manager.

No Storage of Personal Property in Common Areas: No items of personal property, including, without limitation, mopeds, bicycles (other than in approved garage and storage areas), kayaks, canoes, racks, skateboards, scooters, rollerblades, surfboards, beach toys, beach chairs, baby carriages, packages, boxes, crates, furniture or other items, shall be left or allowed to stand on or within any of the Common Element areas. Articles or personal property of any kind left in or on any of the Common Element areas without the prior written approval of the Board or the Resort Manager may be removed and disposed of at the Owner's risk and expense at the direction of the Resort Manager or the Board, and pursuant to the Hawaii Condominium Property Act.

No Removal of Common Area Furniture: Furniture placed and/or located on the Common Elements by or at the direction of the Board or the Resort Manager shall be used only in those specific areas and may not be moved therefrom.

Prohibited Activities within Common Areas: The following activities are prohibited anywhere within or on the Common Elements:

- (i) Dusting, brushing or cleaning of personal belongings in any Common Element area;
- (ii) Overnight sleeping, including sleeping within game rooms (if any) or offices that are part of the Common Elements;
- (iii) Distribution of advertising, pamphlets, newspapers (except delivery to newspaper subscribers by vendors who have obtained prior approval of the Resort Manager) or any other printed matter on or in any portion of the Project or on cars of Owners, Renters or Guests, including but not limited to door-to-door solicitation, electioneering, and other such activities, except to the extent such activities are required to be permitted by law;
- (iv) Rigging or propping open of any Common Element area or Apartment door, or perimeter gates, at any time;
- (v) Access to the roof area and related mechanical rooms by Owners, Renters or Guests, except in an emergency situation;
- (vi) Presence or use of skateboards, scooters, bicycles (except in garage transit or approved storage areas) or rollerblades
- (vii) Storage or operation of flying devices including but not limited to drones or model aircraft or similar devices, regardless of whether equipped with cameras.

Prohibited Uses of Common Elements: The Common Elements (other than the specifically designated Recreational Facilities and/or as set forth in the Project Documents), shall not be used for recreational activities of any kind at any time. It is recommended that minors be supervised by a responsible adult while present anywhere on the Common Elements and/or Recreational Facilities. No Owner or occupant shall permit their guest(s) to loiter in any Common Elements.

Proper Attire in Common Areas: Proper attire must be worn whenever present anywhere on the Common Elements. Foot coverings and shirts are required to be worn at all times while on the

Common Elements other than the pool areas. Persons transgressing to and from the pool areas must wear a cover-up over bathing suits when entering indoor areas of the Project, including the lobbies, hallways, elevators and parking garage. Precautions should be taken to prevent water from dripping onto interior surfaces and flooring, including within the lobbies, hallways or other areas of the Project that may cause a slippery and potentially dangerous condition.

Protection of Trees and Landscaping: No Owner, Renter or Guest shall disturb, cut, trim, damage, modify, alter or remove any of the trees or landscaping located anywhere in the Common Elements or Recreational Facilities.

Smoking Restrictions

Smoking Restrictions at the Project: Smoking and the use of all Smoking Products (including “E-Cigarettes”) is prohibited at all times within the Project, except wholly within individual Apartments (not including the Lanai area) with all lanai doors and all windows closed, or in designated Smoking Area(s), as may be authorized by the Board. Nothing in these House Rules shall be construed to require the designation of any Smoking Area anywhere within the Project. Smoking on lanais is prohibited for both aesthetic and health and safety reasons, and to prevent smoke or smoke odors from entering into and interfering with the use and quiet enjoyment of nearby Apartments, Recreational Facilities and/or the Common Areas.

Noise and Nuisances

No Nuisance Behavior: No nuisance shall be allowed anywhere on the Project premises, nor shall any use or practice be allowed which unreasonably interferes with the quiet enjoyment and/or use of the Apartments and/or the Common Elements by other Owners or Renters. Owners are responsible at all times for the reasonable conduct of themselves, their Renters and their and their Renter’s Guests.

No Loud or Unreasonably Disturbing Conduct: Loud conduct anywhere on the Project premises, including wholly within an Apartment, which unreasonably disturbs the use and quiet enjoyment of any portion of the Project, is prohibited. In the event a neighbor or Guest is causing a disturbance, the person being inconvenienced should promptly notify security at the time of the disturbance.

No Excessive Noise: Noise generation from an Apartment originating from any source, but particularly from entertainment systems, speakers and musical instruments, must not disturb or interfere with the quiet enjoyment and/or use of the Project by Owners and Renters, especially those utilizing the Residential Apartments. Speakers and floor-supported musical instruments (i.e. pianos and organs) must be properly insulated from direct contact to floors and walls in order to minimize vibrations.

Minimum Noise from Machines and Equipment: All data processing, computer, graphic arts and printing facilities, business machines and equipment, kitchen equipment and all other mechanical or electronic equipment installed and used in any Apartment or anywhere within the Project shall be designed, installed, maintained and used by the Owner, Renter or Guest of such Apartment at

the expense of such Owner, Renter or Guest so as to minimize insofar as possible, and, in any event, to reduce any noise to a reasonable level which does not interfere with the quiet enjoyment and/or use of an Apartment or any other part of the Project.

No Excessive Vehicle Noise: No excessive noise from vehicles or revving of engines is permitted anywhere at the Project.

Garbage and Refuse

Refuse Disposal: Garbage shall be disposed of only in areas provided therefore. Garbage containing food shall be thoroughly drained, placed in a plastic bag, and securely tied. Large trash items shall be taken to the large receptacles provided for this purpose.

Recycling Disposal: Items to be recycled shall be deposited into designated recycling bins located within the refuse disposal areas. In no case may such materials be left in the hallways or other common areas at any time.

Special Disposal Items: Large items or items not suitable for common household garbage disposal, including but not limited to, furniture, appliances, hazardous or construction waste, etc. may not be disposed of or abandoned on the Project at any time. Owners are responsible for arranging suitable pick-up and legal disposal of all such items including the providing of advance notification to the Resort Manager, and any actions that may be required for a Major Move as described elsewhere in these House Rules. Illegal dumping is a crime on the island of Oahu. Owners and Residents may also obtain information on local bulk item disposal locations by calling the Pearl City Regional Office of the City and County of Honolulu Department of Environmental Services at (808) 455-9644, referring to its website at: http://www.opala.org/solid_waste/bulky_item_pickup.html

No Misuse of Toilets, Sinks, or Drains: Toilets, sinks, storm drains, drains and other water appliance or fixture in the 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, storm drains, drains or other water appliance or fixture in an Apartment shall be the responsibility of the Owner of such Apartment.

Pets

General Policy: Owners and Residents are permitted to keep pets within their Apartment, subject to the restrictions below.

Limits on Numbers and Size of Pets: No more than two (2) household pets may be kept in any Apartment. No single pet may weigh more than 100 pounds. Fish tanks, aquatic tanks, and/or any aquarium holding more than twenty (20) gallons of water require prior review by Association engineering staff, and prior written approval of the Resort Manager.

Prohibited Animals: In no case shall poultry or other livestock or any animal prohibited by any applicable law (including Chapter 514B of the Hawaii Revised Statutes, as amended, or any rules and regulations promulgated thereunder) be allowed anywhere on the Project.

Leash Requirements: Except as otherwise provided herein, no pets shall be allowed on the Common Elements except while in transit, during which time each must be either carried by a human, transported in a carrier or be attached to and controlled by a leash not to exceed six (6) feet in length.

Fouling by Animals: No Owner, Renter, Guest, Visitor, or Service Worker shall permit his/her pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the Common Elements (hereafter called "Fouling"), and any such waste or unsanitary material (including but not limited to feces, vomiting, or urine) or condition shall be immediately removed and disposed of or remedied by such Owner, Renter or Guest. Owners may be charged for any special cleaning required, in the sole opinion of the Resort Manager, by the Fouling of any Common Area by their pets, in addition to fines which may apply under these House Rules.

No Pet Noise: Noise from pets that interferes with others' quiet enjoyment of the Project is prohibited. Continuous barking or whining for more than five (5) minutes by any pet is strictly prohibited.

Nuisance or Unsafe Animals: Any pet which, in the sole judgment of the Resort Manager or the Board, causes a nuisance, unreasonable disturbance, or threat to the health or safety of any Owner, Renter, Guest, Visitor, or Service Worker may be ejected from the Project on the demand of the Resort Manager; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.

Assistance Animals: Assistance animals utilized by disabled and/or handicapped Owners, Renters or Guests shall be permitted to be kept by such persons in their Apartments and shall be allowed on the Common Elements while on a leash (except to the extent the assistance animal owner's condition does not permit use of a leash), provided that such assistance animals shall at all times be under the control of their owners while present anywhere on the Common Elements. If an assistance animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any Owner, Renter or Guest, the assistance animal's owner will be provided a reasonable opportunity to correct the problem by measures which fall short of removal of the assistance animal from the Project. Removal of any assistance animal will not be sought unless the Board reasonably determines that less drastic alternatives have been unsuccessful. If any assistance animal is ordered removed by the Board in accordance with the provisions of this paragraph, the assistance animal owner will be permitted a reasonable time to obtain a suitable replacement assistance 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 immediate unreasonable imposition upon, or threat to, the safety or health of, other Owners, Renters or Guests. For emergency purposes, disabled and/or handicapped persons who reside at the Project are requested (but not required) to register their assistance animals with the Resort Management.

Indemnification of Board and Management: In no event shall the Board, the Association, the Resort Manager, the General Manager or the Resort Manager, if any, 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, Renter's, Guest's, Visitor, or Service Vendor's pet, assistance animal or other animal. By acquiring an interest in an Apartment, each Owner agrees to indemnify, defend and hold harmless the Board, the Association, the Resort Manager, the General Manager and the Resort Manager (if any), including any subcontractors of the Resort Manager, against any claim or action at law or in equity arising out of or in any way relating to such Owner's or Renter's or Guest's pet or other animal.

Pet Registration Requirements: All pets kept anywhere on the Project must be registered immediately with the Resort Manager or their designated agent, representative or employee. Such registration must include current certifications of vaccinations as may be required by the Board, in its own discretion.

Furniture Moves

Basic Moving Requirements: When undertaking any Major Move, Owners must:

- (i) coordinate and confirm delivery schedules with the Resort Manager or Director of Security at least one (1) day in advance, and
- (ii) submit a refundable Three Hundred Dollar (\$300.00) security deposit. However, with respect to moves consisting of transporting in or out all or the majority of an Apartment's furniture, a refundable security deposit of Two Thousand Dollars (\$2,000.00) may be required at the sole discretion of the Resort Manager.
- (iii) Complete a "Moving Walk Through." To insure full return of the deposit, each Owner or such Owner's designated representative will be accompanied by a member of the Association's staff on a "pre/post" move in/out inspection of the area to be traveled during the move.

Owner Insurance Requirements for Moving: Prior to any Major Move, Owners shall provide the Association with a current Certificate of Insurance verifying its retained moving company maintains workers' compensation and employer's liability insurance with stated liability limits of not less than those required by Hawaii law, commercial automobile insurance with combined limits for bodily injury and/or property damage of not less than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) aggregate and commercial general liability insurance with minimum combined liability limits for bodily injury and/or property damage of not less than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) aggregate, or such other minimum liability limits as may be required in writing by the Board. The Certificate of Insurance shall also identify the Association as Additional Insured on all insurance policies mandated by this paragraph. Owners are also strongly recommended to verify their retained moving company's insurance coverage, as Owners are responsible for any damage or loss incurred by the Association attributable to the conduct and/or negligence of any Owner's retained moving company.

Use of Elevators When Moving: Elevators may be used for moving, although elevators may not be used exclusively by any one Owner, Renter or moving company. After each use of the elevator, it must be available for use by other Owners and Renters. Elevators are available for moves only Monday through Friday 8:00 a.m. until 5:00 p.m. and Saturdays 8:00 a.m. until 4:00 p.m. At the sole determination of the Resort Manager, the elevators may be reserved for moving use during other times subject to availability. Moving is allowed only during these hours and is prohibited on Sundays and Federal and State holidays unless arrangements are made in advance and approved in writing by the Resort Manager.

Owner Requirements from Moving Company: When undertaking a Major Move, Owners must ensure that contracted moving companies agree to all the following conditions prior to the start of the move:

- i) All furnished floor areas are to be protected with carpet runners as appropriate. The protective coverings must be removed and the floor cleaned by 5:00 p.m. each day.
- ii) The moving company must ensure that the elevator is padded at all times during moving.
- iii) All trash and debris must be carried off-site on a daily basis by the Owner's moving company.
- iv) Moving vans are allowed only on specifically designated areas of the Project, with current parking permits issued by the Resort Manager, and must be parked so as not to obstruct entries, exits, parking areas or walkways.

Use of Carts and Hand Trucks: Only hand trucks equipped with rubber tires and slide guards will be permitted in the buildings of the Project. All deliveries shall only be brought through areas designated by the Resort Manager. All persons making deliveries to any Owner or Renter must sign a delivery log located in the office of the Resort Manager, or such other place designated by the Resort Manager.

Limits on Freight Deliveries and Heavy Packages: All transportation of freight, packages or bulky matter of any description must take place only during the hours designated in writing by the Board or the Resort Manager and then only with prior notice to and approval by the Resort Manager. The Board or the Resort Manager shall have the right to prescribe the location of heavy objects and, if considered necessary, the means to distribute the weight thereof (to no more than fifty (50) pounds per square foot unless prior written approval is obtained from the Resort Manager). Any costs incurred will be charged to the Owner. Any damage to the Project caused by any such Owner or Renter or its contractor, delivery or moving service will be repaired at such Owner's sole expense.

Other

No Pungent Odors: Owners, Renters, Guests, and Visitors shall not cause or permit any pungent odors to emanate from their respective Apartments or anywhere within the Project. These include, but are not limited to, odors caused by smoking or the use of any Smoking Products, cooking, cleaning, painting, etc. In addition to and/or in lieu of the assessment of fines in accordance with these House Rules and/or the Project Documents, the Board may require an owner to take remedial action(s) as reasonably necessary to prevent reoccurring violations of this rule set forth in this paragraph.

Required Clean-up for Waste and Accidental Spillage: Spillage of any substance shall be cleaned immediately as may be reasonably necessary to prevent encroachment upon the Common Elements or any Apartment or harm to persons or property. Owners and Renters are responsible for any and all spillage and unauthorized disposal attributed to their rental agents, cleaners, maintenance and Service Workers, Renters, Guests, and Visitors throughout the Project, including but not limited to the flagstone walkways, decks and interior corridors, landscaped areas, parking spaces and areas and trash rooms. Waste fluids or materials shall be properly discarded in suitable containers or by recycling services or as recommended by the manufacturer and in accordance with all applicable governmental laws and regulations. Dumping any substance in plumbing or storm drain lines or in the surrounding landscaping is prohibited.

No Advertising or Solicitation. Advertising on the Project is prohibited without prior written consent of the Resort Manager and there shall be no solicitation by any person anywhere within the Project of any cause, business enterprise, charity or purpose whatsoever, unless specifically authorized in writing by the Resort Manager or as may be required by law.

Required Termite Inspections: No less frequently than quarterly, (a) the Association, through the Resort Manager or his/her designated agent, employee and/or representative, shall cause the exterior of all buildings in which the Apartments are located to be inspected for evidence of termite infestation, and (b) the Owner of each Apartment shall inspect the interior of his/her Apartment for such evidence. At least once each year, the Association, through the Resort Manager, may cause the interior of each building (including the interiors of the Apartments) to be inspected for termite damage and shall be allowed access to each Apartment for such an inspection provided that prior written notice is given to Owners of any scheduled inspection, at least fourteen (14) days in advance of same. The Board and Resort Manager shall also receive full cooperation from the Owner for access to the Apartment for termite and pest inspection and treatment, as necessary. Any evidence of termite infestation or damage shall be reported immediately to the Resort Manager. The cost of such inspection and the cost of any necessary interior and/or exterior treatment, as determined by the Board in its sole discretion, shall be charged to the Owners of the Apartments as a Common Expense (as further described in the Declaration).

Emergency Preparation by Owners: Owners who rent their apartments must prominently post a current list of telephone numbers within their unit to advise Renters, Guests, and Visitors of local emergency services providers.

Owner Protection Requirements: Each Owner is responsible for protecting their respective Apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss, including compliance with the loss and fire insurance requirements as set forth in the Project Documents.

Recreational Areas – Usage, Safety, and Etiquette

General Use of Recreational Facilities

Intended Use of the Recreational Facilities: The Recreational Facilities are intended for exclusive use of Owners, Renters, and Guests of the Apartments, in accordance with reasonable limitations imposed by these House Rules.

No Commercial Use of Recreational Facilities: No Owner, Guest, or Renter may use the Recreational Facilities for or in connection with any commercial purpose (e.g. an Owner may not use the pool for purposes of providing swimming or scuba diving lessons for a fee, whether paid directly or indirectly such as part of a package of services).

Children in Recreation Area: Parents and legal guardians (whether Owners, Renters, Guests) are reminded of their legal responsibility for the safety and supervision of their minor children while anywhere on the Project, including, but not limited to, in or near any pool or hot tub or any other area within the Recreational Facilities. Parents are strongly urged to consult with their physician and/or healthcare professional prior to use of the hot tubs by minor children.

Hours of Operation of the Recreational Facilities: (All Stated Times are Hawaii Standard Time) The hours of operation of all Recreational Areas, pools, spas, gates, and Barbeques will be established by the Board and posted by the Resort Manager in accordance with Exhibit C attached to these House Rules, which may be changed from time to time at the discretion of the Board.

Pools and Spas

Pool and Spa Rules: The specific rules pertaining to the pools, spas, and related areas are set forth in Exhibit B attached to these House Rules, which may be amended from time to time by and at the discretion of the Board

Fitness Center

Fitness Center Rules: The specific rules pertaining to the Fitness Center are set forth in Exhibit D attached to these House Rules, and may be amended from time to time by and at the discretion of the Board.

Barbeque Pits

Access to Barbeque Pits: Barbeque pits and surrounding areas are available for use by Owners, Renters, and Guests on a first-come/first-serve basis. Users are required to share space within a barbeque pit whenever necessary and feasible, and social interaction and visitation between fellow residents and guests during joint cooking sessions is both permitted and encouraged.

Parking Areas – Usage, Safety, and Etiquette

General Use of Parking Areas: The parking areas are for Owners, Renters and for a limited number of Guests. Drivers must park vehicles only in their assigned spaces and display a valid parking permit at all times. Vehicles parked in unauthorized or restricted areas, including areas assigned to other Owners, may be immediately towed at the vehicle owner's expense without prior notice. Parking at the Project shall be controlled by the Resort Manager, subject to and in accordance with the provisions of these House Rules.

Parking at Driver's Risk: Parking at the Project is at the risk of the vehicle owner or operator. The Association, its agents, the Board, and the Resort Manager disclaim liability for any damages and/or losses whatsoever related to any vehicles parked at or while operating on the Project.

Restrictions on Transfer of Parking Spaces: Deeded or assigned parking spaces are for the exclusive use of an Owner or such Owner's tenant, and may not be leased, sub-leased, sold, or otherwise separately transferred apart from the conveyance of Owner's Apartment; provided that an Owner:

- (i) may lease a parking space assigned to his Apartment to another Owner or Renter provided such lease terminates upon the lessee ceasing to be an Owner or Renter,
- (ii) may, to the extent such is in accordance with applicable law and/or as may be permitted in the Project documents, sell, transfer or exchange a parking space assigned to his Apartment to another Owner to whose Apartment the parking space will then be assigned.

Restrictions on Vehicle Size: A vehicle must fit wholly within the designated parking space and no part thereof may protrude or extend into any adjacent space, driveway or walkway. Oversized vehicles such as limousines and extra-large vehicles which do not fit wholly within a parking space are not permitted to park at the Project. More than one vehicle, to include golf carts, motorcycles and bicycles, may be parked in a single space only if all vehicles fit wholly within the designated parking space. Owners with two adjacent parking spaces (i.e., tandem or side-by-side) may park a single vehicle anywhere within the combined designated boundaries of both parking spaces.

Restrictions on Use of Common Area Electric Outlets: No use of the electrical outlets within any Common Area is permitted by anyone without the prior written approval of the Resort Manager. Electrically powered vehicles, including golf carts, may only utilize electrical outlets and/or charging stations, if any, specifically designated for such purpose in accordance with

posted written procedures as may be adopted by the Board. Nothing in these House Rules shall be construed to require the Resort Manager, Board or Association to permit the use of Common Area electrical outlets by any Owner, Renter, Guest and/or Visitor and/or install electric vehicle charging stations anywhere at the Project.

No Obstructions: The walkways, roadways and driveways of the Project must not be obstructed or used for any purpose other than ingress and egress. Obstructions, equipment, materials, pallets, or other loading gear or machinery shall not be left in any parking area or Common Element so as to interfere with the normal flow of traffic or so as to create a nuisance to other Owners or Renters. Congregating, playing or engaging in recreational activities of any kind on walkways, roadways or driveways is strictly prohibited.

No Storage in Parking Stalls: Storage or placement of any personal property other than approved vehicles stated above (autos, mopeds, golf carts, bicycles) in assigned parking spaces, including but not limited to equipment, cans, furniture, bottles, ladders, trash, boxes, storage bins, barrels, or other items is not allowed.

Parking Provisions for Regular Service Personnel: Contractors and service personnel including, but not limited, to rental agents and their employees, housekeepers, and plant maintenance vendors, may be issued a day-use (or longer) temporary parking permit, subject to availability on a first come-first served basis and at the sole discretion of the Resort Manager, his/her designated agent, employee and/or representative. Service personnel working at the Project frequently (three or more days per week) may register their vehicle for a permanent day-use permit, subject to availability and at the sole discretion of the Resort Manager, his/her designated agent, employee and/or representative. Service personnel shall be required to log in with the Resort Manager or his/her designee prior to being granted parking access. It shall be the Owner's or Renter's responsibility to notify the Resort Manager, or his/her designated agent, employee and/or representative, of any change in identity of approved service personnel or their registered vehicle.

Speed Limits and General Safety: Safe and proper speeds, not to exceed 5 mph, must be maintained while driving in the garage and parking areas, or any part of the Project. Headlights must be turned on at all times while driving in the garage area.

No Vehicle Repairs: No vehicle repair or maintenance of any kind is permitted anywhere in the garage area. This includes, but is not limited to, washing, waxing, changing oil, and any maintenance; except that washing and waxing may take place within the designated car wash area in the open space near the Ocean Tower.

No Oil or Fluid Leaks: Owners and Renters must use engine fluid-catching and absorbing materials or trays underneath their vehicles (as may be approved in writing by the Board or Resort Manager) to prevent excessive staining or damage to the parking deck surface. Owners must monitor the condition of those materials or trays and replace or clean them when necessary. Excessive engine fluid leak damage or stains caused by a vehicle will be cleaned and/or repaired at the sole expense of the Owner of the apartment to which the parking space is appurtenant.

Restrictions on Types of Vehicles: Boats, jet skis, trailers, campers or unregistered motorized vehicles of any type are not permitted anywhere within the Project.

Restrictions on Car Alarms: Should a car alarm sound, and fail to stop within a period of fifteen (15) continuous minutes, the Resort Manager may, at the Owner's expense, hire a locksmith or mechanic to take whatever action necessary to stop the noise. Vehicle alarms that do not automatically discontinue all audible alerts after fifteen (15) continuous minutes are not allowed anywhere on the Project. In the alternative, at the discretion of the Resort Manager, cars with continuous sounding alarms may also be towed at the expense of the vehicle owner, in accordance with Revised Ordinances of Honolulu, Art. 29, Sec. 41.

Owner Storage Bin Area – Usage, Safety, and Etiquette

Access to Storage Bin Areas: Owners of storage bins located within the storage bin area of the Project are permitted to access that area at any time. Owners who rent storage bins shall also be permitted access to the storage bin area at any time.

No Hazardous Materials: No illegal, flammable, or other hazardous materials may be stored in Owner storage bins at any time.

Specific Rules for Owners Renting their Apartments

Additional Responsibilities of Owners Renting their Apartments

Rental Use Permitted: Subject to the terms and conditions of the Project Documents and these House Rules, an Owner may lease or rent their respective Apartment.

Special Responsibilities of Owners When Renting their Apartments: Owners renting their apartments must inform all their Renters, Guests, (and any Visitors) of the Project Documents and these House Rules. Owner shall also assume full responsibility for the conduct of said Renters, Guests, and Visitors, and shall be liable for any fines and/or penalties assessed for violations of the Project Documents and these House Rules committed by their Renters, Guests, and Visitors. Upon the making of a written request by the Board or the Resort Manager, Owners shall immediately remove any Renter, Guest, or Visitor from the Project upon being advised the Resort Manager and/or Association Security Staff has determined that in their reasonable judgment, such Renter, Guest, or Visitor has caused or threatens to cause harm or injury to any person, and/or destroy, deface, damage, impair, or remove any part of an apartment or the Project. Owners whose Renters, Guests and Visitors are removed from the Project pursuant to this paragraph shall not be entitled to compensation from the Association, Board or Resort Manager for lost rentals, profits, income or any other economic losses or damages resulting therefrom.

All owners who rent their apartments are required to provide their tenants, either directly or through their rental agent, a summary of these House Rules as provided in Exhibit E attached to these House Rules, which may be revised from time to time, and make a complete copy of these House Rules available for access by their tenants in their apartment.

Electronic Access Requirements for all Rental Apartments: Only apartments with electronic access key entry systems may be rented.

Additional Insurance Requirements for Owners Renting Their Apartments

Additional Liability Coverage Required for Owners Renting Their Apartments: Owners renting their apartments are required, in addition to any other applicable insurance requirements, to maintain additional liability insurance in the amounts specified in the Project Documents, including naming certain parties and the Association as “additional insured”, as may be required by the Project Documents.

Required Parking Spaces for Renters: If the Apartment is rented, the Owner’s primary parking stall appurtenant to the Apartment (or alternate as approved in writing by the Resort Manager) will be made available for use by the Renter.

Specific Rules for Renters

Compliance with Project Documents: The Renters and any Visitors of Renters shall abide by the Project Documents and these House Rules.

Commercial Apartment Operations

Rules for all Commercial Apartments

No Storage in Open Areas of Commercial Apartments: Open Areas of a Commercial Apartment shall not be used for storage of any type, including, without limitation, boxes, tools, exercise and sports equipment, bicycles, toys, beach equipment, cleaning utensils and supplies or other household items. The foregoing restriction on storage in the Open Areas of a Commercial Apartment is not intended to prohibit the installation of fixtures or furniture which provides storage space so long as such fixtures and furniture satisfy the First Class Standard and are approved in advance in writing by the Design Committee to the extent such approval is required by the Project Documents.

Proper Maintenance of Commercial Apartments Required: The Open Areas of a Commercial Apartment shall be maintained in clean, neat and sanitary condition at all times, and nothing shall be placed in Open Areas of a Commercial Apartment so as to detract from or negatively impact the appearance of the Project or to any other property neighboring the Project. The Open Areas of a Commercial Apartment shall be painted by the Owner thereof periodically as required to maintain such areas in a condition commensurate with the First Class Standard applicable to the Project. Likewise, at all times, furniture, fixtures and equipment, as well as floor coverings in the Open Areas of a Commercial Apartment shall be maintained in a condition commensurate with the First Class Standard.

No Enclosures or Extensions: The Open Areas of a Commercial Apartment may not be enclosed, partially or in whole, nor may such areas be extended, without the prior written approval of the Design Committee.

Lounge

The Owners' Lounge ("Lounge") is the common name used to identify Commercial Apartment 2 ("CA-2") described in the Commercial Declaration, Declaration, Bylaws, as amended.

No Public Use: The Lounge shall be used as a club/meeting/function/activity room exclusively for the benefit of Owners, Guests, and/or Renters. As specifically set forth below Owners, Guests, and/or Renters, may reserve the Lounge for private functions except when utilized for Association sponsored functions.

Reservations: The Lounge will be available to be reserved for private functions to be held only between the hours of 4:00 p.m. and 9:00 p.m. daily, which shall be inclusive of the time to set up before and clear and clean the area after an event. All events must end, and cleaning of the Owners' Lounge must be completed no later than 9:00 p.m. The reserving party must abide by all terms and conditions stated in the Owners' Lounge Contract.

No reservation for private function use of the Lounge shall be accepted more than six (6) months in advance. All such reservations must be submitted in writing (or via email or website forms) by completing the "Owners' Lounge Contract" and payment of a security deposit as described below. All reservations will be taken on a "first come/first served" basis.

Each Apartment will be allowed to reserve the Lounge for no more than five (5) private functions in any single calendar month, nor for more than two (2) consecutive days during any consecutive occupancy of any Apartment of up to thirty (30) days.

Certain blackout dates apply whereby the Lounge will not be available for private functions, including but not limited to New Year's Eve, 4th of July, and the date of the Annual Owners Meeting, and as necessary to accommodate any Association sponsored functions. The Resort Manager will advise Owners as to the dates the Lounge will not be available for private functions.

Limits on Event Attendance at Owners' Lounge: Total Attendance at any private function shall be limited to forty (40) persons, including Owners/Guests/Renters.

Security Deposit Requirements: Prior to any private function to be held in the Owners' Lounge, the Owner, Guests, or Renters reserving use of the Lounge shall deposit with the Resort Manager a check in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) made payable to the Association of Apartment Owners of Beach Villas at Ko Olina as a security deposit for any cleaning fees or damages to the Common Elements and/or the Lounge that may result from or in connection with any private function. The financial institution identified on the check must verify sufficient funds are on deposit to pay the check prior to commencement of any private function. Upon inspection, if the Resort Manager determines, in his/her sole discretion, that there is no damage and all cleaning has been performed following the private function, the

Resort Manager shall return the security deposit check to the Owner. Conversely, if upon inspection, the Resort Manager determines, in his/her sole discretion, at the conclusion of the private function that additional cleaning and/or repairs are required following conclusion of the private function, the Resort Manager shall use the security deposit submitted with the reservation to pay for services as necessary to undertake cleaning and/or repairs and any remaining monies shall be refunded to the Owner. Any costs for cleaning and/or repair incurred as a result of the private function in excess of the security deposit will be assessed against the reserving party's Apartment.

Fees for Use: Private functions held in the Lounge, as disclosed in the completed Owners' Lounge Contract and Security Deposit described above, may also incur a per-hour charge to the reserving party, which rates shall be determined and adjusted from time to time by the Resort Manager. Rates shall be designated per hour, and will include all set-up and clean-up time.

In accordance with the project's Commercial Declaration, weddings are prohibited Commercial Activities which may not be conducted in any Commercial Apartment, including, but not limited to the Owners' Lounge, **unless** a member of an Owner's family is a party to the marriage ceremony.

As the Commercial Declaration also specifies that Commercial Apartments are not open to the general public, only Authorized Users as defined in the Commercial Declaration may attend functions held at any Commercial Apartment.

Employees of the Association

Management by the Resort Manager: All Association employees and contract service providers or vendors of the Association are employed or retained at the sole discretion of the Resort Manager by the authority of the Board, pursuant to the Condominium Property Act and the governing documents of the Association. During prescribed work hours no Owner, Renter or Guest shall direct or attempt to direct the work activities of any Association employees or contract service providers or vendors retained by or on behalf of the Association. Under no circumstances shall Association employees and/or contract service providers and/or vendors be diverted to the private business or employment of any Owner, Renter or Guest. In addition, no employee of the Association shall be directed by any Owner, Renter, or Guest to leave the Common Elements or Project or deviate from their assigned duties.

Special Hazards and Expressly Prohibited Activities

No Throwing of Objects from Apartments: Nothing shall be thrown or permitted to be thrown, projected or launched from the windows or lanais of any Apartment in the Project, including specifically, but without limitation, bottles, cigarettes, matches, and/or fireworks of any kind.

No Roof Access: At no time is anyone permitted on the roof of any building within the Project for any purpose without the express prior written approval of the Board or Resort Manager. Violators will be prosecuted for trespassing.

No Flammables, Explosives, or Hazardous Materials: Unless the Board grants prior written consent in each and every instance, Owners, Renters or Guests shall not use any illumination other than electric lights or household candles, or use or permit to be brought into the Project any flammable oils or fluids such as gasoline, kerosene, propane, naphtha or benzene, or other explosives or other articles deemed by the Board to be extraordinarily hazardous so as to constitute an unreasonable risk to the Project; provided that, except to the extent prohibited by law, this House Rule shall not prohibit the use and maintenance of gasoline in gas tanks of vehicles upon the Project premises or the temporary storage of flammable fluids in suitable containers that are required for normal operation of a resort operating at a First Class Standard, as well as those utilized to operate a barbeque grill, where permissible.

No Fireworks: The use of firecrackers and the explosion of any fireworks or other explosives anywhere on the Project premises, including within any Apartment, is expressly prohibited.

No Illegal Manufacturing Activities: No activity shall be engaged in, and no substance introduced into or manufactured within the Project that:

- i) is a violation of law, or that might result in violation of the law, or
- ii) will potentially result in the cancellation of insurance or increase in insurance premium rates on the Project.

No Water Beds: Water beds are not permitted to be used anywhere in the Project.

Design Changes and Building Modifications

No Unauthorized Structural Changes: Except as set forth in the Project Documents and/or the Design Committee Rules, no structural changes of any type shall be permitted either within or without an Apartment, including on or within any Limited Common Element, without prior consent and written approval of the Design Committee in accordance with the Bylaws and such other approvals as may be required by applicable law or the Project Documents.

No Electric or Electronic Modifications: Except as otherwise permitted in the Design Committee Rules or by the Design Committee, no wiring or other device for electrical or telephone installations, private radio, television or other outdoor antenna, including, but not limited to satellite dishes, or other equipment or appurtenances will be erected or installed on or anywhere within or without the Apartments or the Common Elements, or on the exterior of the building or protruding through the walls, windows or ceilings thereof without the prior consent in writing of the Board; provided that the foregoing restrictions shall not be applicable to the extent such restrictions are prohibited by law or as permitted by the Antenna Installation Policy attached hereto adopted pursuant to the Over the Air Reception Devices Rules (“OTARD”) promulgated by the Federal Communications Commission (“FCC”), as may be amended.

No Signs: No Owner or Renter will erect, affix or place any signs, electrical or otherwise, nor post or suffer to be posted any handbills or other advertising matters, anywhere on the Common Elements, or that shall be visible from any point outside of the Apartment owned by such Owner or occupied by such Renter except in accordance with the Project Documents and/or with the

prior written approval of the Board, Resort Manager and/or Design Committee, or as may be required to be permitted by law.

No Structural Overloading: Nothing shall be allowed, done, or kept in any Apartment or Common Element which will overload or impair the floors, walls or ceilings, or roofs of any structure within the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board or by or for the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

No Decoration or Painting Modifications to Buildings: The exterior of the Project shall not be painted, decorated, or modified by an Owner, Renter, or any Guest of either, in any manner without prior written consent of the Design Committee, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Design Committee on behalf of the Association. No awnings, window guards, light reflective materials, hurricane, or storm shutters, ventilator, fans, or air conditioning devices shall be used in or about the Project, except as shall have been approved in advance by the Design Committee in writing, which approval may be withheld solely on aesthetic grounds within the sole discretion of the Design Committee on behalf of the Association. Any costs incurred due to damages resulting from any exterior addition, alteration and/or modification whether authorized or unauthorized, shall be the sole and absolute responsibility of the Owner as determined by the Design Committee.

Violations and Enforcement of House Rules

General Compliance and Enforcement

Required Compliance with House Rules: Each Owner shall observe and comply with these House Rules and ensure their Renters and Guests also observe and comply with the Project Documents and House Rules. In the event expenses are incurred due to violations of the House Rules by any such Renters or Guests for whom an Owner is responsible, the Owner shall pay for such expenses, including reasonable attorneys' fees and costs as assessed by the Board.

Assessment of Fines: Owners are advised that they may be fined upon any violation of these House Rules and be assessed in accordance with the schedule of fines adopted by the Board and attached to these House Rules as Exhibit A. Owners are encouraged to read and review the Project Documents, including the Declaration, Commercial Declaration, the Bylaws and Articles of Incorporation, as amended. These documents impose other legal obligations upon Owners not specified in these House Rules, and except as permitted by law, nothing in these House Rules may change, modify or excuse compliance with the Project documents. To avoid violations and possible assessment of fines, Owners are urged to read and become familiar with all obligations imposed upon them, their Renters, Guests and Visitors by these House Rules and all other Project Documents.

Towing of Vehicles: Parking Violators may have their vehicles immediately towed away or removed at the expense of the owner of the vehicle. If the violator is a Renter or Guest, the

Owner of the Apartment shall be held responsible for payment of the towing or removal charge. Towing may be ordered by the Resort Manager in any of the following situations:

- (i) Vehicle parked in stall(s) assigned to other Owners
- (ii) Vehicles remaining in Guest parking spaces for any period of time exceeding the expiration date displayed on the Parking Permit
- (iii) Vehicles leaking fluids of any kind
- (iv) Vehicles illegally parked in an designated disabled space
- (v) Continuous sounding alarms, in accordance with Revised Ordinances of Honolulu, Art. 29, Sec. 41.

The Resort Manager, acting directly or through his designees, when so authorized herein, may issue written citations and levy fines against violators of these House Rules at any time.

Corrective actions regarding violations of the House Rules and any resulting damage to the Project will be handled by the Resort Manager. Appeals of the assessment of fines shall be referred to the Panel in accordance with the Project Documents.

Assessment and Payment for Damages: Damage to Common Elements attributable to violations of these House Rules shall be surveyed by the Board or the Resort Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred in connection therewith will be assessed by the Board against the Owner whose Renters, Visitors, Contractors, Vendors and/or Guests are responsible for any and all such damages.

Legal Protections

SUBJECT TO APPLICABLE LAW AND THE PROJECT DOCUMENTS, THE VIOLATION OF ANY OF THESE HOUSE RULES AND/OR THE FAILURE TO OBSERVE AND COMPLY WITH ANY AND ALL OTHER PROJECT DOCUMENTS SHALL GIVE THE BOARD, THE RESORT MANAGER OR THEIR DESIGNATED AGENTS AND/OR REPRESENTATIVES THE RIGHT TO:

ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD OR THE RESORT MANAGER OR THEIR AGENTS SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; PROVIDED, HOWEVER, THAT JUDICIAL PROCEEDINGS MUST FIRST BE INSTITUTED BEFORE ANY ITEMS OF CONSTRUCTION CAN BE ALTERED OR DEMOLISHED EXCEPT TO THE EXTENT THEY MAY CAUSE IMMEDIATE AND IRREPARABLE HARM AND/OR POSE AN IMMEDIATE AND UNREASONABLE RISK TO THE HEALTH AND/OR SAFETY OF ANY PROJECT OCCUPANT; AND/OR

TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE); AND/OR

LEVY FINES IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN ARTICLE X, SECTION 1(b) OF THE BYLAWS WHICH IS INCORPORATED HEREIN BY REFERENCE AND APPLICABLE LAW; AND/OR

EXERCISE ANY OTHER REMEDIES AVAILABLE AND/OR PERMITTED BY LAW.

Certification of Adoption by the Board

These House Rules may be amended and/or restated in the manner set forth in Article X, Section 1 of the Bylaws.

The Amended House Rules are hereby amended, restated and superseded by the foregoing House Rules, adopted by the Board pursuant to Article X, Section 1(a) of the Bylaws.

DATED: Honolulu, Hawaii, _____.

Board of Directors
Association of Apartment Owners of
Beach Villas at Ko Olina

By _____
Sherrie Cumming
President

By _____
Mark Barnes
Secretary

“Board of Directors”

(The Remainder of the page is intentionally left BLANK)

EXHIBIT A - Schedule of Fines and Other Penalties

The following is the schedule of fines and other penalties that may be levied as a result of violation of these House Rules and other governing documents of the Association. The imposition of fines is in addition to other remedies and rights set forth in the House Rules, other Project Documents or as otherwise permitted by law. Fines will be imposed only in accordance with the procedures set forth in the Bylaws and applicable law.

Without limitation, the procedural safeguards provided in Article X, Section 1(b) of the Bylaws and Hawaii Revised Statutes Section 514B-104(a) (11) (including the right to an appeal to the Board of any assessed fine and, if the fine is paid, the right to demand participation in a dispute resolution process or the right to file a request for an administrative hearing, to the extent permitted or required by law) apply.

Specifically, the Bylaws Article X, Section 1(b) states that no fine or penalty shall be levied without the following procedural safeguards, which safeguards may be waived by the Owner or other person against whom the Association proposes to impose a fine or penalty:

- (1) A written statement of the alleged violations shall be provided to any Owner or other person against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard;
- (2) No proceedings shall be brought hereunder against any Owner or other person unless such Owner or other person shall have received a written statement of charges at least fifteen (15) days prior to that hearing;
- (3) No proceeding shall be brought against any Owner or other person more than sixty (60) days after the discovery by the Association or occurrence of the events upon which the charge is based, unless such Owner or the other parties involved are unavailable during such sixty (60) day period;
- (4) The Board shall appoint a panel of three (3) capable persons (one of who shall be designated as chairman) who may or may not be Owners, and who shall hear the charges and evaluate the evidence of the alleged violation;
- (5) At such hearing, the Owner or other person so charged shall have the right to present oral and written evidence; and

The panel shall deliver to the Owner or other person so charged within seven (7) business days after the hearing, a written decision which specifies the fines or penalties levied, if any, and the reasons therefor.

NOTE: The panel appointed by the Board of Directors to hear charges and evaluate the evidence of an alleged violation of the House Rules, as provided by the By Laws of the Project Documents, Article X, Section 1(b)(4), is herein referred to as the "Panel".

Penalty Type A: Fines and Penalties for Violations of Special Hazards Provisions

1st notification of a violation: \$500 per violation plus immediate removal of any offending item(s) from the Property at Owner's expense and without recompense for loss.

2nd notification of a violation: \$1,000 per violation, plus immediate removal of any offending item(s) from the Property at Owner's expense and without recompense for loss.

3rd or more notification of a violation: Referral to Association's legal counsel for legal action, including but not limited to in the case of a non-Owner, possible eviction from the Property, as well as assessment of attorneys' fees and costs incurred in connection therewith.

Penalty Type B: Standard Fines and Penalties – for violations including, but not limited to certain safety issues, noise nuisance, and parking in unassigned stall

1st notification of a violation: Written warning.

2nd notification of a violation: \$50 fine if violation not corrected by due date which is provided on 1st written warning, or if a second violation occurs, depending on the nature of the violation.

3rd notification of a violation: \$100 fine if violation not corrected by due date which is provided on 2nd written warning, or if a third violation occurs, depending on the nature of the violation.

4th or more violation: \$500 per occurrence, plus any remedial action required to prevent continued violations that may be specified by the Board and/or Resort Manager, plus refer to Association's legal counsel for legal action, plus suspension of use privileges at the sole discretion of the Board and/or Resort Manager, as well as assessment of all attorneys' fees and costs incurred in connection therewith.

Penalty Type C: Vehicle Towing

In addition to the foregoing, vehicles may be towed, as provided in the House Rules. A vehicle not displaying a valid government issued disabled parking permit parked in a designated disabled/handicapped parking stall may also be subject to fines and penalties as may be imposed by federal, state and local governments or agencies in addition to towing and/or any assessment of any fines set forth in these House Rules

Penalty Type D: Owner Arrival Notification and/or Owner Check-In

1st notification of a violation: Verbal safety reminder

2nd and additional notifications of a Violation: Written safety reminder

Penalty Type E: Vehicles not parked fully within the assigned space and/or not displaying valid Parking Pass

1st violation: Written reminder

2nd violation: \$10 fine

3rd and subsequent violation: \$25 fine per occurrence

Owner Responsibility. Violation of these House Rules or other governing documents of the Association shall accrue per Owner. Violations by Renters or Guest will remain the responsibility of the Owner, and reset of any count of repeat violations will occur as though the Owner had committed the violation.

Accumulation of Violations resulting in Assessment of Fines. While fines are still assessed against the Apartment, violations committed by Transient Renters/Guests accumulate during their stay and are reset when they check out. For Owners and Long Term Tenants, violations will accumulate within each 30 day period from the date of the first violation, and reset to zero at the beginning of the next 30 days.

Assessment of Fines – Special Cases. In the event of violations involving more than one Owner, Renter or Guest, the specified fine amounts will be assessed on a per-person basis rather than on a per-occurrence basis. For example, for violations of occupancy and/or use limits: Four (4) or more violations will result in a fine of \$500 per occurrence **and** a \$500 fine per person in excess of the maximum allowed.

No Violation for Voluntary Early Renter Check-Out. The above violation shall not be issued to an Owner in any case involving a Renter who has reserved and paid for the required minimum stay per the Project Documents, but who checks out of the rented Apartment before the minimum required term is complete, provided that the Owner shall not then rent or re-rent the same Apartment for any portion of the period originally reserved by the departing Renter.

Adjustment of Fines. In connection with any appeal, the Panel shall have the sole and absolute discretion and right, upon an express finding of good cause and a reasonable basis therefore, to reduce or excuse assessed fines that would otherwise be applicable to a particular violation.

END

EXHIBIT B - Pool and Spa Rules

SAFETY

1. **NO LIFEGUARD ON DUTY.** All persons using the pools and spas do so at their own risk.
2. No diving, jumping, running, horseplay, pushing, or shoving are permitted in the pools, spas, or pool or spa areas at any time.
3. Parents and adults supervising minor children are advised that the U.S. Centers for Disease Control (CDC) urges recreational facility operators to "...exclude children less than 5 years of age from using hot tubs." Parents and adults supervising minor children are strongly urged to consider this warning from the CDC and/or consult with a qualified healthcare professional before allowing use of the hot tubs by their minor children.
4. Only persons who are able to swim or are directly supervised by competent swimmers are permitted to enter the pools.
5. No person subject to involuntary bodily function discharges is permitted to use the pools without effective swim diaper protection.
6. Any person with an infectious or communicable disease which can be transmitted in water commonly used in swimming pools or spas is prohibited from using the pools or spas.
7. All persons must shower before entering the pool or spa after using suntan products, and always after using restroom facilities.
8. Glassware and other breakable items are not permitted in the pool area at any time.

GENERAL ETIQUETTE

9. The pool and spa are for use by Owners, Renters, and authorized Guests and Visitors only. No other persons are allowed in the pool area.
10. No amplified music is allowed at any time, other than that provided by the built-in pool area music system.
11. All persons leaving the pool area are required to wear a shirt or cover-up over bathing suits as well as footwear when entering indoor areas of the Project, including the lobbies, hallways, elevators and parking garage. Please dry to prevent dripping of water before entering the buildings, elevators or corridors.

USE OF POOL FURNITURE

12. Personal furniture other than that provided by the Association may not be used in the pool area.
13. Poolside furniture is available on a first-come/first-serve basis. Poolside furniture may not be “marked” or “reserved” in advance.
14. Unattended belongings left on chaise lounges, chairs, or tables may be removed after 30 minutes and held in Security in order to allow other resort guests to share in the comforts of the pool area.
15. Misuse of any pool and patio furniture will not be tolerated.
16. For sanitary reasons and as a courtesy to others, pool towels must be placed over chaise lounge cushions while in use.
17. No throwing of balls or other objects is permitted anywhere within the pool areas.

SPECIAL RULES - QUIET POOL / LAP POOL

1. QUIET RULES are STRICTLY enforced in this pool.
2. People actively swimming laps for the full length of the pool have FIRST PRIORITY in the use of this pool. No water play is allowed in the Quiet/Lap Pool at any time.
3. The only swim gear permitted in the Quiet/Lap pool is that intended for the purpose of swimming laps. This may include swim fins, masks/goggles, or snorkel-type breathing apparatus.
4. Management reserves the right to restrict behavior or activities which interfere with the intended quiet enjoyment of the Quiet/Lap Pool.

SPECIAL RULES – LAGOON POOL

1. Floatation Devices: Floatation devices such as life vests, water wings, rings, noodles, and small swim boards are permitted however, the use of air mattresses, surf boards and boogie boards are NOT allowed in the Lagoon Pool at any time.
2. Small toys (not to exceed total circumference or equivalent of 24 inches) which are specifically designed for use in swimming pools ARE allowed. Any items which are unsuitable and/or not specifically designed for pool use or which unreasonably interfere with safety and/or quiet enjoyment of use of the pool by other users are not permitted.

EXHIBIT C – Hours of Operation

The daily hours of operation of all Recreational Areas and beach gate shall be 6:00 a.m. to 9:00 p.m., with specific shorter hours for certain elements as follows:

The hours of operation for the Lap Pool and adjacent spa shall be from 6:00 a.m. to 9:00 p.m.

The hours of operation for the Lagoon Pool and nearby spas shall be from 8:00 a.m. to 9:00 p.m.

Barbeque use is permitted from 11:00 a.m. to 9:00 p.m.

EXHIBIT D - Fitness Center Rules and Regulations

1. Access to the Fitness Center is controlled by coded key card entry. Resort key card must be used to enter the facility. The Fitness Center is open only to Authorized Users as defined in the Commercial Declaration.
2. Individuals who utilize the Fitness Center do so at their own risk. The Association is not responsible for any injury that may occur in connection with use of the Fitness Center.
3. All Fitness Center users are advised any improper or unintended use of fitness equipment can result in serious personal injury or death. Due to the risk of serious personal injury or death, it is strongly recommended minor children not utilize any fitness equipment unless under the immediate and direct supervision of a responsible adult familiar with the safe and proper use of such equipment.
4. The Fitness Center is intended to provide individuals a clean, safe and enjoyable place to exercise for general fitness purposes. Any conduct in the Fitness Center and/or actions which disrupt or interfere with the workout of any Fitness Center user is not allowed. Any person(s) who engage in conduct in the Fitness Center and/or actions which disrupt or interfere with the workout of any Fitness Center user will not be permitted access to the Fitness Center. Please respect the rights of others by using courteous and appropriate behavior. Profanity is not allowed.
5. Attire:
 - a. Proper athletic attire must be worn at all times.
 - b. Athletic shoes must be worn at all times.
 - c. Absolutely no sandals, open toed or open-backed shoes are permitted.
 - d. Shirts must be worn.
 - e. No wet attire, i.e. swimwear, is permitted in the Fitness Center.
6. Food is not permitted in the Fitness Center. No gum is allowed.
7. Water and/or sports drinks may be consumed in the Fitness Center provided they are in a sealable, unbreakable container.
8. Radios and CD players are not permitted unless they are personal units (such as an "iPod") equipped with headphones.
9. Smoking and use of tobacco products, including e-cigarettes, are not permitted in the Fitness Center.
10. The Fitness Center is not responsible for lost or stolen items.
11. Individuals are required to pick-up after themselves and discard trash and remove personal items in connection with their use of the Fitness Center.

12. For safety reasons, personal items, bags and other items are to be stored in lockers only and not on the Fitness Center floor. Lockers are available for day use only.
13. All users are required to wipe down cardio and weight room equipment after each use. Paper towels and disinfecting spray is available for use.
14. Weight Area Etiquette:
 - a. Use of chalk is not permitted.
 - b. Others must be allowed to “work in” and share equipment between sets.
 - c. Return weights to the designated tree or rack.
 - d. Weights may not be set against the wall, mirror, benches or other equipment.
 - e. Weights or dumbbells may not be dropped on the floor.
15. Cardiovascular Area Etiquette:
 - a. During busy times or whenever someone is waiting for a machine, observe the 30-minute time limit on all cardiovascular equipment.
 - b. Wipe down equipment after each use.
16. Report damaged equipment immediately to Front Desk.
17. Report unsafe exercise or bathroom conditions (i.e. including wet floors and/or plumbing fixture failures) immediately to the Front Desk.
18. Fitness center users should report equipment malfunctions, personal injuries and specific concerns immediately to the Front Desk.
19. The Fitness Center reserves the right to refuse service to anyone who violates any rule or regulation or engages in any verbal and/or physical abuse of other users or staff.
20. The Aloha Ambassador on duty is also authorized to enforce all Fitness Center rules, regulations, and procedures. If at any time an individual does not comply with the rules and/or the manager on duty, that person will be asked to leave, and/or his/her Fitness Center privileges will be revoked.



EXHIBIT E - Summary of House Rules, Beach Villas at Ko Olina

- NO SMOKING (including e-cigarettes) in the common areas – including lanais.
- Lanais - No towels, clothing or other objects may be draped over railings. No overnight sleeping, drying racks, toys, or beach equipment, etc. may be left on lanais.
- Vehicles must be parked in assigned stalls wholly within the lines and display a valid parking permit. If your vehicle is too large to fit in your stall, please see the Front Desk.
- No excessive noise or nuisances are allowed anywhere on the premises which may disturb the comfort and quiet enjoyment of others.
- Garbage must be tied up in trash bags before dropped down the trash chute. Large trash and recyclables may be taken to the receptacles on the ground floor. No items may be left in the hallways, i.e. garbage, footwear, beach equipment.
- Recreational Facilities are for exclusive use of Beach Villas owners and guests.

Lap Pool & Spa - 6:00 a.m. to 9:00 p.m. – Quiet zone and lap swimming

Lagoon Pool & Spas - 8:00 a.m. to 9:00 p.m. – Family friendly area

Barbeque Use – 11 a.m. to 9:00 p.m. – Please follow all posted instructions

Fitness Center – 6:00 a.m. to 9:00 p.m.

Following rules apply to recreation areas. In Case of Emergency, Call 911.

Pools/Spas

- 1) No LIFEGUARDS are on DUTY and all persons use such at their own risk.
- 2) Only persons who are able to swim or are directly supervised by competent swimmers are permitted to enter the pools. CDC Guidelines recommend against use of the spas by small children.
- 3) No diving, jumping, running, horseplay, ball throwing or unsafe behavior at any time.
- 4) No boogie boards, air mattresses, or large flotation devices. Swimming aids are fine.
- 4) No person subject to involuntary natural bodily functions is permitted to use the pools/spas without effective swim diaper protection.
- 5) Any person with an infectious or communicable disease should not use the pools/spas.
- 6) No glassware/other breakable items, food, or beverage are allowed in the pools/spas.
- 7) Poolside furniture is on a first-come/first-serve basis; items may not be "reserved" and unattended items will be removed after 30 minutes. Pool towels are required over chaise lounge cushions for sanitary reasons.

Fitness Center

It is strongly recommended minor children not utilize any fitness equipment unless directly supervised by an adult familiar with the safe and proper use of such equipment.

The Summary of the House Rules is prepared by the Resort Manager and is not meant to be the complete list of the rules. You may obtain a complete copy of the House Rules at the front desk and there should be a copy in your villa. Resort Manager is responsible for safety and compliance and has the right to issue warnings and fines for non-adherence.

Please show consideration for your neighbors and enjoy the Beach Villas.