



House Rules

March, 2015

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INTRODUCTION TO THE KOKO ISLE HOUSE RULES

Condominium living requires that community interests take precedence over some personal preferences at times. It is important, therefore, for residents to understand that the Association enforces rules for the benefit of the Koko Isle community as a whole, and that conduct that might be permissible in a neighborhood of single-family dwellings might be inappropriate here.

The project documents that govern the Koko Isle Association of Apartment Owners (AOAO) are the Koko Isle Declaration of Condominium Property Regime of Koko Isle, the By-Laws, Condominium File Plan 94 (map on office wall), and these House Rules. The Koko Isle Declaration is superior to the By-Laws and to the House Rules and the By-Laws are superior to the House Rules. In addition, the Condominium Property Act (Chapter 514B of the Hawai'i Revised Statutes) is superior to the Declaration and By-Laws, unless Chapter 514B states otherwise. In the event of a conflict, the superior document controls.

The Board of Directors is charged with writing house rules that are based on the superior governing documents. In the event of a conflict, the superior document always controls. The Declaration and the By-Laws can only be amended by a vote of homeowners. The House Rules, based on the superior documents, may change from time to time as determined by the Board of Directors.

These House Rules serve to assist the Board of Directors (BOD) regarding the operation and use of the common element and limited common element. In compliance with the provisions of the Declaration, By-Laws and House Rules is required by law.

Some House Rules are written in general terms. For example, nuisances of every nature are prohibited; and broad prohibitions of that type may apply to a variety of circumstances. Other rules are more specific.

The Association employs a Resident Manager, who is given discretion to interpret and enforce these House Rules. Other personnel may also be employed to assist in the enforcement effort.

Please take the time to read and understand these important and binding House Rules.

The Board of Directors
March, 2015

DEFINITIONS

1. Apartment or Unit

“Apartment” has the same meaning as “unit”. The definition of a unit is contained in Declaration paragraph A. According to Declaration paragraph A(1), units consist of the: spaces within the perimeter walls, floors, and ceilings of each of the 124 units.” Declaration paragraph A(1)(d) goes on to provide that:

The respective units shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each unit or any pipes, wires, conduits or other utility or service lines running through such unit which are utilized for or serve more than one unit, the same being deemed common elements as hereinafter provided. Each unit shall be deemed to include the adjacent storage areas, if any, and privacy areas designated on said Condominium File Plan by the same number as each unit, all the walls and partitions which are not load-bearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, and ceilings, and all fixtures originally installed therein including stove, exhaust fan, garbage disposer and hot water heater.

2. Common Elements

The definition of common elements is contained in Declaration paragraph A(2). It reads:

One freehold estate is hereby designated in all remaining portions and appurtenances of the project, herein called the common elements, including specifically but not limited to:

- a) Said land in fee simple.
- b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls and roofs of the residential buildings, the seawall surrounding the project and any deadman that is not located within a privacy area.
- c) All yards, grounds and landscaping (exclusive of privacy areas); the swimming pool and other recreational facilities; the one-story service building and two-story pavilion, constructed principally of reinforced concrete floor and wood walls and wood roof, at the westerly end of the project; all refuse facilities; and all docks and docking facilities, whether within or appurtenant to the project, except such docks and facilities that are affixed to deadmen located in a privacy area.
- d) The bridge at the easterly end of the project and all roads, parking areas, driveways and walkways (not withindesignated privacy areas).
- e) All ducts, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one unit for services such as power, light, water, gas, sewer, telephone and radio and television signal distribution.
- f) Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

3. Limited Common Elements

The definition of limited common elements is contained in Declaration paragraph A(3). It reads:

Certain parts of the common elements, herein called the limited common elements, are hereby designated and set aside for the exclusive use of certain units, and such units shall have appurtenant thereto easements for the use of such limited common elements as follows:

- a) The carports with two parking spaces each, designated on said Condominium File Plan by the number corresponding to the appurtenant unit number, which shall be for the exclusive use of such unit.
- b) The walkways connecting each unit to its other limited common elements, insofar as such walkways are not within the privacy area of such unit, which walkways shall be for the exclusive use of such units.
- c) The parts of the project designated as limited common elements by Section 514B-35 of the Hawaii Revised Statutes, as amended.

4. Privacy Areas

Privacy areas are described in the Declaration and are designated by numbers on the Condominium File Plan 94 and are contained within the definition of a unit. Street-front and park-side courtyards and marina-front land areas are examples of privacy areas.

5. Dock Spaces for the Construction of Docks

Dock Spaces fronting Koko Isle (Spaces 1-96) are recorded in Exhibit A of the Declaration and may be leased from the Association for the purpose of building an approved dock. Lease information is found in the Declaration. There are two different types of leases (Exhibit B. Waterfront Leases and Exhibit C. Non-waterfront Leases) that should be carefully read.

HOUSE RULES: GENERAL INFORMATION

1. These House Rules shall be interpreted to comply with any and all applicable laws and apply to all persons who enter upon and/or use Association property in any way. This includes, but is not limited to, unit owners, tenants, guests and all others who reside at or come to the Koko Isle premises for any reason.
2. All persons are responsible for their own conduct. Unit owners are responsible for the conduct of their guests, tenants and all other persons who reside in or who are connected with their unit. Tenants are responsible for the conduct of their guests and all other persons whom they invite, permit or suffer to reside with them and/or to come onto the Project. Conduct includes violations and resulting fines.
3. Harassment and bullying behavior.
 - a) Harassing and/or bullying behavior, abusive and/or foul language are not acceptable under any circumstance. When dealing with a neighbor, resident, guest, Board member, Resident Manager or any employee of the association, please act in a respectful, polite, and professional manner.
 - b) Evidence of any such inappropriate behaviors or language will be investigated.
4. Owners are responsible for the payment of any fines imposed with respect to their apartments or as a result of the actions of the owners' tenants, family members, guests, agents, or employees. In addition, owners and occupants are responsible for the payment of any insured damage to the common elements or other apartments caused by their conduct.

5. The Association is entitled to enforce these House Rules against any person to whom they apply.
6. The Resident Manager serves as an agent of the Board with respect to the enforcement of the project documents. Any violation of these House Rules should be promptly reported to the Resident Manager.
7. The terms and provisions of Chapter 514B, H.R.S., the Declaration and the By-Laws are incorporated herein by reference. The persons to whom these House Rules apply are responsible for reading and understanding those documents.
8. Requests for exemptions from compliance with the project documents and/or for accommodations permitted or required by the Fair Housing Act and/or by other applicable laws may be presented in writing to the Managing Agent or to the Board.
9. If any of these House Rules is void and/or unenforceable, in whole or in part, then the remainder of the rules shall remain in full force and effect.
10. The Board is entitled to exercise its reasonable discretion in considering and deciding whether to grant or deny any approval or consent that is permitted or required, subject to the Association's Non-Discrimination Policy.
11. These House Rules may be interpreted and/or amended by the Board from time to time.
12. The enumeration of specific rules shall not be construed to limit, diminish, alter or otherwise affect:
 - a) The rights, remedies and/or powers of the Association, the Board, the Managing Agent and/or the Resident Manager; or
 - b) Any other obligation of any person to whom these rules apply.

ALTERATIONS OF PROJECT

1. No alteration or addition work shall commence before a Project Request Form (PRF) is submitted to the Resident Manager and a signed written approval of the Board is received.
2. The owner is responsible for obtaining all approvals, permits, consents and the like which may be necessary or appropriate to any alteration or addition.
3. Board approval for alterations or additions shall be provided on the basis of policies established by the Board from time to time. Present policy provides for:
 - a) Completion of a Project Request Form;
 - b) The submittal of all plans, specifications, permits and/or other documents that may be required by the Board;
 - c) The indemnification of the Association, and its members, officers and directors in a form acceptable to the Board;
 - d) The satisfaction of any requirements or conditions specified by the Board;
 - e) The payment of any fees or costs incurred by the Association;

- f) Issuance of written approval to proceed;
- g) Denial of any request which the Board reasonably determines to not be in the best interests of the Association; and
- h) Compliance with Koko Isle architectural guidelines.

4. All approved work shall be completed in a timely manner but not exceed one year from time of approval without further Board approval.

5. All approved work shall be performed using appropriate materials and in a workmanlike fashion.

6. No approval by the Board shall be construed to be a representation or warranty of any kind, nor shall it form the basis for any finding of liability against the Association. The owner is entirely responsible for all aspects of the design and construction of any alteration or addition.

7. The Association shall not be liable for any damages due to delay or due to any other reason in connection with any request made or approval given regarding an alteration or addition.

ASSOCIATION EMPLOYEES AND AGENTS

1.No Association employee or agent shall be asked to perform any personal task by or for any person, including:

- a) To do any work within any unit, except upon instruction of the Board or Managing Agent;
- b) To discover, receive and/or transmit any message, thing, article, package, parcel or the like from or to any person; or
- c) To transact any private business or favor for any person.

2. Harassment of employees: See Page 5, HOUSE RULES: GENERAL INFORMATION, 3.

CARPORTS AND WALKWAYS/PLANTERS (Limited Common Element)

1. The carports with two parking spaces, walkways, and small planters adjacent to the walkways are designated as a limited common area on the Condominium File Plan.

2. The limited common area shall be kept clean, free from debris, vehicle fluids and present a clean, neat, uncluttered and attractive appearance.

- a) The carport and adjacent walkway/planter may be used for Christmas and/or New Year decorations between the dates of December 2 and January 10, inclusive, each year. Decorations typically associated with other bona fide holidays or events may be placed on carport exteriors no earlier than one week prior to the holiday or event and must be removed within three days after the holiday or event. No decoration may cause any damage, be attached to any other common element structure or be attached to any common element planting.
- b) The Resident Manager has reasonable discretion to require the removal or relocation of items from limited common elements that are inconsistent with the requirements of this

section.

3. Walkway/Planter: The walkways/planters are adjacent to the carports.

a) Residents may plant in the planter with approval of the Resident Manager and provided the vegetation does not contact any portion of any building structure and does not damage the fence, pavement or walkway. Decorative potted plants, which are kept under the carport roofline and which do not damage the pavement or walkway are permitted with approval of the Resident Manager. All conditions in the "Trees, Plants and other Vegetation" section of these House Rules (Pages 28-29) must be followed.

b) Reasonably sized security signs may be placed in the walkway/planter and/or in the back privacy lanai of individual units.

4. Carports: The carport area (limited common) is directly under the solid roofline and the apron (common element) is the paved area beyond the roofline (See Condominium File Plan 94).

a) Carports shall only be used to park registered vehicles, registered boats/trailers of twenty (20) feet or less, to place City and County rubbish containers and miscellaneous items unobtrusively stored inside an enclosure approved pursuant to 4.d) below. Rubbish cans and a small enclosure (if room permits; see 4.d) below) are to be placed in the back area of the carport. A vehicle and/or small boat trailer may slightly protrude (but no more than a maximum of two (2) feet) beyond the solid roof line into the common element, but shall not impact or hinder the ingress/egress of any vehicle and/or boat trailer from another apartment from directly entering a carport or interfere with or impact a person exiting or entering an apartment through the walkway and/or common element leading up to the walkway nor affect or hinder any delivery of goods or services to an apartment through the limited or common element. Tandem parking of vehicles is not allowed. All other items in the carport must not extend beyond the solid roofline.

b) Some items may be hung from the carport ceiling provided they are under the solid roofline: Car tops, surfboards, kayaks, and rafts provided parking is not thereby restricted, and lumber, if out of sight. No other items are permitted. These and any other items may not be hung from any other common element roof.

c) Some items may be hung from the carport fencing until such time as the new fences are installed and new rules are entertained: One (1) coiled garden hose and/or two (2) bicycles.

d) Small enclosures in carports are permitted but must FIRST allow room for two (2) parked motor vehicles and two rubbish containers to fit under the roofline. The maximum size is to be no taller than the original grape stake or concrete fence, not to exceed three feet wide and six feet long and to be built along the back areas of the carports. Materials are to match the existing material in use for fencing. Items inside the enclosures are not to be visible from another unit or from the common element. The Resident Manager must pre-approve the location and size of all enclosures. Flammable and/or any other hazardous items may not be stored in the enclosures or in the carport area. Containers and fluids of any kind are not permitted in the carport outside of the enclosure.

e) A flagpole may be erected in the ground-level privacy area or a bracket may be attached to the carport post by the mailbox. Properly displayed American Flags are allowed at all times under the Freedom to Display the American Flag Act of 2005. In addition, a Hawaiian state flag may be flown in accordance with the American flag protocol.

f) Certain activities and items are specifically not permitted in the limited common area. Carports are not to be used for unit "garage sales" except with prior permission of the Board or the Resident Manager for the yearly Koko Isle "Garage Sale". Vehicle and/or boat repair is prohibited in carports, but minor maintenance of a routine nature, is permitted with Resident Manager approval. Clothes lines are not permitted inside carports and may only be strung in the street side privacy areas provide they are not visible from the common elements. No other objects shall be stored in the carport, if visible from outside the carport without the prior written consent of the Resident Manager.

CLUBHOUSE FACILITIES

1. Facilities: Manager's office, Upstairs of the Clubhouse including the kitchen, Swimming Pool area downstairs, Sauna and Exercise room, and all showers, bathrooms, furniture, plantings and the seawall.

2. General: The Clubhouse Facilities require attention to safety and health. The following rules and regulations are applicable to all Clubhouse Facilities. Further, there are additional rules and regulations that are specific to the different areas of the facilities. These rules and regulations may change from time to time.

a) Use of the Clubhouse Facilities is at the risk of the user. Every person who uses the facilities shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with such use. Every person who uses the facilities shall be liable to the Association for any and all damage to the common elements and/or other Association Property. The Association shall not be liable for claims of personal injury or property damage. It is recommended that children 12 years old and under be accompanied by an adult in the facilities. Parents and guardians are responsible for the conduct of their children while in the facilities and all persons shall use the facilities safely. The Clubhouse Facilities shall not be used in violation of any rule or any law.

b) The facilities are limited to the use of residents and guests. Residents are responsible for their guests and are required to accompany their guests at all times. Use by guests may be limited, depending on the number of residents seeking to use the Facilities at any given time. Posted limitations regarding usage shall be observed.

c) Specifically prohibited in the facilities are smoking, pets of any kind, skateboarding, any recreational vehicle, damaging or removing any Association property, and consumption of alcoholic beverages (with the exception of their use in the Upstairs of the Clubhouse). Specific permission of the Resident Manager is required before any musical amplifiers may be used. Special attention to the rights of others shall be given, so nuisances and unreasonable disturbances, and loud, boisterous, unsafe or all inappropriate conduct are prohibited. Assistance animals are permitted upon specific permission of the Board or the Resident Manager.

d) Persons may be asked to vacate premises for behavior the Resident Manager deems is in violation of any rules and regulations of the Clubhouse Facilities.

3. Manager's Office: The Resident Manager's office is located on the ground floor of the Clubhouse Facilities. The hours are determined by the Board of Directors and may change from time to time and are posted on the bulletin board.

a) All areas of the Clubhouse Facilities, with the exception of the Resident Manager's office, shall be open from 9:00am to 9:00pm daily; except as may be necessary for maintenance or other operational requirements or to meet special needs (upon prior approval of the Board).

b) The facilities require a key. The charge for a lost key, an unreturned key or an additional key is \$50.00, which may change from time to time.

4. Upstairs of the Clubhouse. General rules and regulations for the Clubhouse Facilities also apply.

a) The upstairs was designed as a gathering place. The area may be reserved by a resident for a private function. The upstairs is limited to a maximum of seventy-six (76) persons or as posted.

b) The AOA has a standing reservation for the use of the upstairs for an Association-wide social event on July 4 and New Year's Eve. In addition, the upstairs has a standing monthly reservation for the AOA Board of Directors' meeting, as determined. The pool area may also be closed at this time.

c) A request to reserve the Upstairs of the Clubhouse for a private function shall be directed to the Resident Manager. The upstairs will be closed to those who are not invited to the function. The Swimming Pool and downstairs facilities are not included in the reservation and are closed to the private function.

d) The Resident Manager may deny an application for a function that he/she reasonably determines to not be in the best interest of the Association.

e) Reservations will be taken on the basis of policies established by the Board from time to time. Any violation of these rules may result in an immediate fine and denial to rent the upstairs for any future event.

i) The application process includes, but may not be limited to:

- (1) Completion of an application process a minimum of one week in advance of the function;
- (2) Completion of a Clubhouse Reservation and Agreement Form;
- (3) Payment of a \$100 cleaning deposit and/or damage deposit as determined by the Board from time to time; and
- (4) Written confirmation to applicant that the Upstairs of the Clubhouse is available and that the reservation is accepted.

ii) Conditions:

- (1) Mandatory attendance at the function is required by the resident who applies for the reservation. The resident is responsible for his/her guest's behavior.
- (2) Specific permission is required of the Resident Manager before musical amplifiers may be used and may be asked to cease playing as determined by the Resident Manager; and
- (3) Ending of function and guests departing no later than 10:00pm. One addition hour is allowed for quiet cleanup time. Residents who reserve the upstairs are responsible to ensure their guests depart the premises on time and do not linger and the area is cleaned to the satisfaction of the Resident Manager.
- (4) Failure to comply with these rules may result in fines, cleaning fees,

and other related charges being deducted from the deposit. In the event the charges exceed the deposit amount, the resident who applied for the reservation shall pay on demand the additional amount.

5. Swimming Pool area: General rules and regulations for the Clubhouse Facilities above are also enforced beyond those specific to the Swimming Pool area noted below. In addition, all rules and regulations posted at the Swimming Pool shall also be observed.

a) The Swimming Pool is defined as the area from the pool fence lines to the marina frontage seawall (pool, concrete apron, grassy areas and the downstairs covered lanai). This does not include the docks fronting the Swimming Pool area.

b) There is no lifeguard on duty at any time. Each user assumes all risks of use. It is recommended that children 12 years old and under be accompanied by an adult in the Swimming Pool area. Parents and guardians are responsible for the conduct of their children while in the area and all persons shall use the area safely. The Association shall not be liable for claims of personal or property damages.

c) The Swimming Pool area gate needs a key and shall only be opened to enter or to exit the pool area and shall be left closed and locked at all other times.

d) The downstairs area is not available for persons attending a private function in the Upstairs of the Clubhouse.

e) Guest usage of the pool, Sauna and Exercise room is limited to a maximum of seven guests per unit or as posted.

f) All persons should shower immediately before entering the pool; be free from infectious disease and illness; have no open wounds or sores; and practice good personal hygiene.

g) Due to safety concerns prohibited conduct/items at the Swimming Pool and its surrounding area include, but are not limited to:

i) Food, beverages (with the exception of water) alcohol and glassware. Any food, beverage, glass or other items that enter the pool may require the pool to be closed for cleaning;

ii) Skating, skateboarding, scootering or bicycling or the use of any recreational vehicle in the pool area or on the adjacent sidewalk;

iii) Balls, toys, air mattresses, boogie boards and other such objects; except that face masks, snorkels and fins are permitted if they do not interfere with other swimmers, and swimming or medical aids which are not made of Styrofoam may be used if appropriate and preapproved by the Resident Manager;

iv) Hairpins and other such objects that rust shall be removed before entering the pool;

v) Jumping or diving into the pool from the handrails or fence; jumping or diving into the marina from the adjacent seawall or the clubhouse; running, pushing, screaming, yelling or engaging in "horseplay" or other dangerous behavior; using loud, lewd or offensive language or loud music; and

vi) Pets and smoking are prohibited.

h) Persons may be asked to vacate premises for conduct the Resident Manager deems is in violation of any rules and regulations.

6. Showers, Sauna and Exercise. General rules and regulations for the Clubhouse Facilities are also enforced beyond those specific to the showers, and Sauna and Exercise area noted below.

a) The Sauna, Exercise and shower rooms are located on the bottom floor of the Clubhouse and require a key to enter.

b) Each user assumes all risks of use. It is recommended that children 12 years old or under be accompanied by an adult in the Sauna and Exercise rooms. Parents and guardians are responsible for the conduct of their children while in the rooms and all persons shall use the rooms safely. The Association shall not be liable for claims of personal injury or property damage.

c) Guest usage of the Swimming Pool area, Sauna and Exercise room is limited to a maximum of seven (7) guests per unit or as posted.

d) Pets are not allowed in the rooms.

e) Use of the exercise equipment requires that the user be courteous and the equipment used be cleaned and properly put away. Equipment is not to be removed from the exercise room.

f) Persons may be asked to vacate premises for conduct the Resident Manager deems is in violation of any rules and regulations.

LATE FEES

1. The monthly maintenance fee is due and payable on the first of each month and it is late thereafter.

2. A special assessment is due on the date specified in the notice of assessment.

3. A late fee shall be assessed against any owner whose payment in good funds is not physically received at the office of the Managing Agent on or before:

a) The 10th day of the month that a monthly maintenance fee is due; and

b) Nine (9) days after the date when a special assessment is due.

4. The postmark date of any envelope containing any payment shall not be considered in determining whether or not a payment has been received late.

5. The failure to pay late fees will result in the deduction of late fees from future common expense payments, so long as a delinquency continues to exist.

MAINTENANCE OF UNITS

1. By-Laws Article V, 2, provides as follows: Every unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his unit, including without limitation all internal installations therein such as water, electricity, gas, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, and any appurtenant patios, storage and privacy areas, with all necessary reparations and amendments whatsoever in

good order and condition except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent. Every unit owner and occupant shall reimburse the Association promptly on demand all expenses incurred by it in maintaining the privacy areas within such unit as required herein, after such owner's or occupant's failure to effect such maintenance, and in repairing or replacing any uninsured loss or damage to the common elements or any furniture, furnishings and equipment thereof caused by such owner or occupant or any person under either of them and shall give prompt notice to the Managing Agent of any such loss or damage or other defect in the project when discovered.

2. Any evidence of termite infestation or damage, whenever and however discovered or suspected, shall be reported to the Resident Manager immediately.

3. In addition to any other requirements of law, each unit shall contain at least one (1) working two 2 lb. dry chemical extinguisher located in or near the kitchen and shall contain such number of working smoke/fire detectors as may be recommended by the Honolulu Fire Department or by another recognized authority, located in accordance with such recommendations.

4. Nothing shall be allowed, done or kept in any unit, privacy area, limited common element or common element which would overload or impair any floor, wall or roof; or which would affect any policy of insurance maintained by or for the Association by causing: a) an increase in ordinary premium rates; b) a cancellation; and/or c) an invalidation thereof.

5. Maintenance Responsibilities of Owners: Apartment owners are responsible for the replacement, installation, repair, or maintenance of their units, including but not limited to the following parts of their units. Damages to the limited common and/or common elements caused by improper care, maintenance, replacement, repair and/or installation are the responsibility of owners.

- a) Exterior front utility/storage doors if any.
- b) Screen doors, screens, and window sashes.
- c) Fixed pane windows, louvers, sliding glass doors and frames, glass or wooden jalousies and jalousie mechanisms.
- d) Ground floor decks/railings and second floor balcony decks and railings (in accordance with Association standards).
- e) Hardware for exterior doors. Painting of doors if desired by owner, otherwise the Association will paint when all units are painted.
- f) Interior plumbing (exclusion of pipes in common elements or shared by another unit) and exterior plumbing extending to and including the first "Y" cleanout.
- g) Pest Control: Ground termites-repair of damage other than structural damage to common and limited common elements; dry wood termite treatment and repair of other than structural supports and/or common elements. Example: windows, doors and door frames, wood louvers, non-load-bearing interior partitions and personal property; dry rot treatment and repair of other than structural supports and/or common elements; and other pests (roaches, ants, etc.) are owner responsibility unless a determination is made that Association responsibilities are involved.

- h) Gate locks and handles.
- i) City trash cans and their repair.
- j) Carport storage enclosures.
- k) Entrance lights to unit.
- l) Boat docks, dead man and all attachments (See Boat dock Leases).
- m) Skylights. Roofing is responsibility of Association.
- n) PV and solar water heating systems.
- o) Window/wall mount and all air conditioning units.
- p) Electrical repairs, breaker panel, wall switches, electric car plug in, etc.
- q) Main water valve replacement for the unit.
- r) First floor roof rain gutters.
- s) Awnings and attachments.
- t) Attic/hallway access light with pull down ladder.
- u) Kitchen range and dryer exhaust vents which penetrate common element walls.
- v) Upgrading existing exterior lighting fixtures.
- w) Painting of front and kitchen doors (colors selected by owner).
- x) New cabinets and/or counter tops in kitchen or bathroom that do not affect structural supports.
- y) Any old corrugated roof extensions above walkways between carports to the kitchen door (No longer an approved feature).
- z) Irrigation systems in privacy area.
- aa) Satellite dishes.
- bb) Owner refinished limited common element walkways and planted garden leading to the privacy area.

6. Maintenance Responsibilities of the AOAO: The AOAO is responsible for the common and limited areas described elsewhere in the Koko Isle Documents. A short list of Association Maintenance Responsibilities is listed below for specific areas of the project.

- a) Reroofing of additions as accepted by the Association.
- b) Roof vents/plugs/venting screens.
- c) Second floor roof rain gutters.

- d) Painting: Cyclical painting of the exterior of all apartments to include alterations/additions accepted by the Association, the painting of exterior utility/storage doors in the front privacy areas and the painting of exterior wood doors. Exclusions: Front and kitchen doors for which the owner has accepted painting responsibility.
- e) Apartment siding and structural supports to include alterations/additions accepted by the Association.
- f) Interior bearing walls in apartments.
- g) Fences in limited common and common element.
- h) Fencing/concrete walls between units.
- i) Carport partitions visible from the street.
- j) Visible waterside perimeter fencing and structural posts.
- k) Gates in fencing along the sea wall.
- l) Deck structural support and stair stringers as accepted by the Association.
- m) Sea walls (See Boat Dock Leases for exceptions).
- n) Termite/Dry rot treatment/repair: Treatment for ground termites; repair of structural damage to common and limited common elements due to ground termite infestation; treatment/repair of dry-wood termite infestation in structural supports and/or common elements; treatment /repair of dry rot infestation in structural supports and/or common elements.
- o) Mail boxes, newspaper receptacles, house numbers and carport light fixtures.

MARINA FACILITIES

1. The Marina Facilities are composed of the Boat Yard, the Association Community Dock/s, and Dock Spaces.

- a) Boat Yard: The Boat Yard is next to the Clubhouse.
- b) Association Community Dock: There is currently one community dock located in the Boat Yard that is available for docking and launching of boats by residents.
- c) Dock Spaces fronting Koko Isle: There are two types of Leased Dock Spaces (See Declaration): (It is recommended lessees read and understand the differences between the two leases of the Dock Space.)
 - i) Waterfront Leased Dock Spaces: The area on the waterside of all waterfront

units, which extends thirty (30) feet out from the seawall and perpendicular to the unit property line. (See Waterfront Dock Lease and Amended File Plan 94.)

ii) Non-waterfront Leased Dock Spaces: The area fronting the waterfront park and the area fronting the pool. (See Non-waterfront Dock Lease and Amended File Plan 94.)

2. General Rules of the Marina Facilities: The Marina Facilities of Koko Isle require attention to safety and the following general rules are applicable to all areas of the Marina Facilities. Further there are additional rules and regulations that are specific to the different areas of the Marina Facilities.

a) Use of any of the Marina Facilities is at the risk of the user. Every person who uses the Marina Facilities shall defend, indemnify and hold the Association harmless for and on account of any and all losses, liability, damages, expenses, attorney's fees, and/or costs of any kind or nature whatsoever, arising out of, related to or connected with such use. Every person who uses the facilities shall be liable to the Association for any and all damage to the common elements and/or other Association property.

b) All vessels/trailers shall be registered with the Resident Manager. Compliance is required with all the marina and dock rules, regulations, policies, etc. of the Federal and State Government, the Hawaii Kai Marina Community Association and the Koko Isle Association.

c) Use of the Boat Yard, Association community dock, Association Non-waterfront Leased Dock Spaces and docks is limited to residents and their guests. Residents must be present with their guests of all ages.

d) It is recommended that children 12 years old and under be accompanied by an adult in all facilities. Parents and guardians are responsible for the conduct of their children while in all areas.

3. Boat Yard: General rules and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Boat Yard noted below and may change from time to time.

a) Use of the Boat Yard and the Association Docks is limited to residents and their guests. Residents must be present with their guests of all ages.

b) All owners/residents may receive one key to the Boat Yard upon request of the Resident Manager. The charge for a lost or unreturned key is \$50.00. All Boat Yard keys must be returned when a person is no longer a Koko Isle resident. Boat Yard keys may not be lent to any non-residents. Residents are required to ensure the Boat Yard is kept locked after their use of the area.

c) The hoist is for resident use only and shall be used only for marine-related activities. The power to the hoist shall be turned off and the control box locked when the hoist is not in active use. No person shall use the hoist without the knowledge and ability to use it safely and properly, and at all times to be in control of the boat being hoisted. The posted, maximum lift capacity of the hoist shall not be exceeded under any circumstances. Hoist users shall supply a sling and rings for boat handling and know the boat's pick up points. All trailers shall be removed from the hoist area while the boat is in the water.

d) The peripheral area of the Boat Yard shall not be used for any storage purposes except those deemed necessary for Association use.

e) Commercial use of any type, operating any type of business, commercial advertisement, fishing, jumping or swimming, diving, loitering, partying, loud music, skateboarding, etc. in/from the Boat Yard are prohibited.

f) A boat stall may be rented under policies established by the Board that may change from time to time.

i) Residents may apply to the Resident Manager for permission to rent a boat stall. A resident must execute a Boat Yard Rental Application and Agreement. Proof of ownership of a boat is required by the resident. A person may also keep a trailer for their registered boat in the rented stall. Proof of ownership of the trailer is required. Rental fees may change from time to time and will be billed on monthly basis.

ii) Each vessel/trailer in a stall shall be wholly owned by one or more Koko Isle owners/residents. Any vessel/trailer partially owned by a person and/or entity that is not a Koko Isle owner/resident will not be permitted.

iii) Residents are limited to one boat stall per unit on a first come, first serve basis. A waiting list is to be maintained by the Resident Manager in the event no boat stall is available. Exceptions to the one-stall rule will be considered by the Resident Manager when a supply of stalls exceeds demand.

iv) The Resident Manager, at his discretion, can reassign a space.

v) If a stall does not contain a registered boat and/or trailer for a ninety (90) day period, the resident will have forfeited the space and the Resident Manager may reassign the space to the next person on the waiting list. Stalls are for the use of residents who are active boats users and are not intended as long-term storage for a boat and/or trailer. Active users of a boat/trailer will need to remove their boats/trailer from the Boat Yard and operate them at least every six (6) months, otherwise the stall use will be deemed long-term storage and the space will be reassigned.

vi) A new renter of a stall will be given sixty (60) days to place a register boat and/or trailer in the stall. Rent for the stall commences on the day the stall is assigned. In cases where a boat or trailer is not available to the new renter within sixty (60) days, the new renter may be awarded a grace period at the discretion of the Resident Manager if proof of purchase or shipping confirmation is provided.

g) Forfeiture of Boat Yard Stall: All Rules for Fines and Appeals for Violations in the House Rules still apply.

In addition:

i) Ninety (90) days or more in arrears or any non-payment of any amounts due the Association, whether or not related to the Boat Yard stall rental space will result in an immediate fine and forfeiture of the Boat Yard stall.

ii) Forfeiture of a Boat Yard stall rental space will result after two written citations over the course of a five (5) year period from the Resident Manager relating to failure to comply with the rules of the Marina Facilities.

iii) Upon loss of the stall, the renter can apply to be placed on the waiting list for a

Boat Yard stall one (1) year after losing the stall. Boat yard users are encouraged to heed violation notices received and adhere to the Boat Yard rules at all times.

iv) Boat stall renters have the general right of appeal for forfeiture of the Boat Yard stall per: (1) Article V, Section 9 of the Bylaws and (2) the House Rules; March 2015: Pg. 26, Fines and Appeals for Violations.

h) Boats and trailers stored in the boat yard must be currently licensed and registered with the state of Hawaii, the Hawaii Kai Marina Community Association and Koko Isle Association with all current decals prominently displayed. Owners will have thirty (30) days to comply or the Resident Manager may authorize removal of a boat or trailer at the owner's expense.

i) Boats shall be stored either on an assigned rack, a boat trailer, or boat/dollywheels. Trailers shall be maintained in working order, road worthy and shall be capable of immediate evacuation.

j) More than one boat or trailer or boat rack may be stored in one stall provided they are registered and owned by the same resident and fit inside the stall lines. Boats and boat trailers must fit within the stall without the necessity of moving other boats for ingress or egress.

k) Boats, trailers and boat racks shall present a clean, neat, uncluttered and attractive appearance and be no taller than twelve (12) feet. Boating equipment must be stored neatly and unobtrusively within the boat.

l) Minor repairs to boats and trailers may be made in the boat yard on a temporary basis not to exceed three days unless approved by the Resident Manager. Structures, fixtures and equipment may be set-up within the boat stall in connection with maintenance or repair provided the area is cleaned and House Rule 'Quiet Enjoyment' is followed. Additionally, the set up shall not impede the ingress, egress or emergency evacuation of any boat and the set-up shall be removed immediately upon the request of the Resident Manager.

m) Abandoned boat, trailers and/or personal equipment shall be disposed of in a manner permitted by law, at the expense of all persons responsible for the abandonment.

4. Association Docks: General rule and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Association Docks noted below.

a) Residents may use the Association community dock, located in the boat yard area, for no more than one hour at a time for the purpose of mooring, loading, unloading, launching, and recovery of boats. Advanced approval by the Resident Manager is needed for longer periods of time. A boat must be attended to at all times by a person who is able and authorized to move the boat. Residents are encouraged to coordinate their use of the Association Dock to allow all Koko Isle residents to share in its availability. Unattended boats moored at the Association Dock will be cited and removed by the Resident Manager at owner's expense.

b) Residents must obtain advanced written approval from the Resident Manager before allowing their guests to moor a boat or use the Community dock facilities.

c) Commercial use of any type, operating any type of business, or commercial advertisement is prohibited.

d) Fishing, swimming, jumping or diving, loitering, partying, loud music, skateboarding, etc. on the Association Docks or boats moored to it are prohibited.

5. Dock Spaces Fronting Koko Isle: General rule and regulations in 'Marina Facilities' above are also enforced beyond those specific to the Dock Spaces. These rules and regulations may change from time to time.

a) The Dock Space leases are found in the Koko Isle Declaration and their physical location is recorded in Exhibit A Condominium File Plan 94 as amended (Spaces 1-96) and may be leased from the Association for the purpose of building an approved dock in that space. There are two different types of leases (Exhibit B. Waterfront and Exhibit C. Non-waterfront). Please familiarize yourself with the distinct differences between these two types of leases and what your lease allows.

b) A lease must be obtained and approved before any construction of dock facilities begins. It is the responsibility of all Dock Space lessees to familiarize him/herself with and abide by all applicable authorities and documents in regard to Dock Spaces fronting Koko Isle. Such documents and authorities include Koko Isle Waterfront and Non-waterfront Leases, Exhibits A., B., and C., Koko Isle Marina and Dock policy, the pre-approved dock plans and locations of docks, the Hawaii Kai Marina Community Association and any other relevant authorities. Please familiarize yourself with all relevant information. A few conditions are noted below.

i) All docks at Koko Isle shall conform to the standards established by the Board of Directors from time to time in respect to design, construction, placement, maintenance, repair, use and removal of docks, deadman and other facilities and fixtures at and/or appurtenant to the project.

ii) Preapproved dock, deadman and gangway plans are available from the Resident Manager. Koko Isle Board of Directors must approve in writing all proposed boat dock systems before submission to the Hawaii Kai Marina Community Association. The Board reserves the right to deny any lease.

iii) Boats, docks, and gangways shall at all times be located within the dock space for that unit as shown on Exhibit A. Condominium File Plan 94 and as further determined by the various standards, policies and rules and regulations of Koko Isle. Boat, dock, gangway and standing arm, combined lengths shall not protrude beyond thirty (30) feet from the sea wall per HCMCA regulations. The determination of the majority of the Board shall control as to the extent of the dock space if there is conflict of opinion on that point.

iv) All docks to be positioned so that the dock and any intended boat for that dock does not extend into the dock space of an adjoining unit or adjoining dock space or extended in front of the limited common area or the common element of the Association when the boundary line of that space is projected into the Marina.

v) All parts of a waterfront floating dock are to have a minimum clearance of one foot from the lot line for a unit when those lines are projected into the marina. Park non-waterfront docks (spaces 10-23) and Clubhouse Dock Spaces (30-41) are to have a minimum clearance of one (1) foot from the lot line of the units boarding the Park or Clubhouse areas when those lines are projected into the marina. Cantilever docks may extend to the inside of a unit's fence line. Anchoring system must meet the requirements of Koko Isle anchoring rules and

regulations. All floating docks are to have a minimum clearance of four (4) feet from the seawall or attachment point.

vi) Lessee shall maintain in effect at all time insurance per information in their Dock Lease.

c) Usage of Docks

i) Docks may not be used to extend the living area of any unit.

ii) Docks are to be kept in a neat, safe, clean, sanitary and uncluttered condition. Boating equipment shall be stored neatly and unobtrusively within the boat or in an approved Association dock box.

iii) Each lessee has the responsibility to adequately supervise persons within the lessee's custody, care and/or control with the goal of preserving the safety and health of any person and ensuring the safety of any property and/or facility, dock and vessel.

iv) Swimming and/or fishing in the vicinity of the park Dock Spaces (10-23) and/or Clubhouse Dock Spaces (30-41) is prohibited.

v) Nuisances of every kind and nature whatsoever are prohibited. This includes, but is not limited to, nuisances associated with noise, odor, smoke, litter and/or behavior, as reasonably determined by the Resident Manager and/or the Board of directors.

vi) Commercial use of any type, operating any type of business, commercial advertisement, loitering, partying, loud music, etc. in dock spaces or on docks or boats moored on Koko Isle are prohibited.

vii) Each vessel docked to Koko Isle shall be wholly owned by one or more Koko Isle owners/residents. Any vessel partially owned by a person and/or entity that is not a Koko Isle owner/resident will not be permitted.

viii) Vessels shall be registered with the Resident Manager. Only pleasure crafts are permitted to be moored to any dock fronting Koko Isle. The Board reserves the right to determine the appropriateness of any vessel docked at Koko Isle.

ix) The height of the boat and dock at the high water mark may not exceed 10 feet or at the discretion of the Board.

x) In the event a conflict of authorities is alleged, the Board of Directors determination of the issue shall control.

d) The Association may impose monetary fines on any Koko Isle owner for violation of this policy by the owner and/or by any person the owner is responsible for.

NON-DISCRIMINATION POLICY

1. Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend

to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- a) In granting or withholding any approval or consent required under the Association's rules.
- b) In enforcing requirements of the Association rules about occupancy, restrictions or use of the recreational facilities that might unlawfully restrict families with children.
- c) In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- d) In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

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

PARKING AND MOTOR VEHICLE OPERATION

1. All vehicles shall be parked in designated parking areas.

- a) No vehicle and/or boat/trailer, etc. shall be parked on or extend into any common element [Exception: See Carports 4. a), b)] any roadway, on the bridge, on any lawn area or in any other location which is not a designated parking area.
- b) Residents shall park in the carport (limited common element) of their unit, except as provided hereinafter.
- c) Visitors/guests shall park only in designated off-street guest parking areas or in the carport of the unit being visited.
- d) Tandem parking or double-parking is not allowed in any parking area.
- e) Residents may apply to the Resident Manager for permission to park in a guest parking stall. Permission may be granted in order to address short-term needs (such as during a time when carport maintenance is taking place). A resident shall not park in a guest parking stall without first obtaining permission from the Resident Manager.
- f) Vehicles which are not parked in conformance with the requirements of these House Rules, the By-Laws or the Declaration may be towed, at the direction of the Resident Manager, and/or other enforcement action may be taken against any person responsible for the vehicle.

2. All motorized vehicles parked on Koko Isle must currently be licensed, registered and insured in the State of Hawaii, and registered with Koko Isle Association with all current decals prominently displayed.

a) All motor vehicles shall display a current safety sticker, unless one would not be required on a public roadway or unless the vehicle is in long-term storage in a carport.

b) Registered vehicles shall display a Koko Isle decal on the rear bumper. Defaced decals shall be replaced.

c) Cars shipped to Hawaii comply with this rule if they have current insurance, registration in their state of origin as provided by law and they display the required decals including a Koko Isle decal.

3. Unregistered vehicles parked on Koko Isle after 2:00 a.m. shall display a fully completed and valid Guest Parking Permit, obtained from the Resident Manager during normal business hours.

4. Laws which govern the operation of motor vehicles on public roadways shall apply to any vehicle being operated on Koko Isle. Posted speed limits must be observed by any person who operates a vehicle on Koko Isle. Vehicles in visitor and/or reserved parking stalls may not extend into the gutter or the roadway.

5. Motor vehicles shall be used on Koko Isle only on roadways intended for vehicle travel, and only for ingress and egress to or from Koko Isle.

6. Vehicles leaking fluids shall not be parked at the Project.

7. No vehicle shall be washed on Koko Isle except one displaying a valid Koko Isle decal. Any hose used in washing a vehicle shall be equipped with an automatic shut-off valve. Water shall be strictly conserved, and use of a bucket for washing and rinsing is strongly encouraged.

8. Residents may apply to the Resident Manager for permission to rent a reserved parking stall available for rental pursuant to By-Laws Article IV, Section 1(k). Such parking stalls are allocated on the basis of policies established by the Board from time to time.

The present policy provides for:

a) Month-to-month rental of one parking stall per applicant on a first-come, first-served basis;

b) A rental fee which may change from time to time;

c) Forfeiture of any such parking stall in the event of non-payment of any amounts due to the Association, whether or not related to the parking stall rental;

d) Execution of a Reserved Parking Stall Agreement;

e) Exceptions to the one parking stall limitation in the event that the supply of parking stalls exceeds demand;

f) A waiting list to be maintained in the event that applications are received when no parking stall is available;

g) Priority in favor of owner-occupants on said waiting list; and

h) Ineligibility of an applicant previously terminated for non-payment of any fees until past

due amounts are paid in full.

9. Residents are responsible for attending to the removal of any vehicle parked without authorization in a carport or parking stall assigned to the resident. Residents must use the towing company named on the posted sign.

PETS

1. A reasonable number of dogs, cats, and other household pets may be kept in any unit as determined by the Board.

a) Livestock, poultry, rabbits and other animals which are prohibited by the Hawaii Department of Agriculture are prohibited on Koko Isle.

b) No pet shall be kept, bred or used for any commercial purpose.

c) All pets shall be registered with the Resident Manager.

d) All pets shall be in Hawaii legally, shall have all necessary inoculations and shall meet all other requirements of law.

e) Animals found unattended may be turned over to the Humane Society or other authority.

2. Pets shall not be allowed out of a unit or on the common elements unless in the custody of the owner or responsible handler and kept on a leash or inside a carrier which provides continuous control of the pet at all times. In some cases, at the discretion of the resident manager, a pet may be required to be restrained with a muzzle and leash.

3. Any person who accompanies a pet which excretes solid waste on any limited/common element shall immediately dispose of the waste in their unit's rubbish bins or in a receptacle that may, at times, be provided by the Association.

4. Pets are prohibited in all Clubhouse Facilities. The Board may grant exemptions for certain assistance animals on a case-by-case basis.

5. Pets may not be "walked" by anyone on a bicycle, skateboard, wave board, roller blades, or any other moving conveyance other than a wheelchair or other device for mobility-impaired persons.

6. All responsibility for a pet, financial, legal and/or otherwise, shall be that of the unit owner, the pet owner and the person who keeps the pet. The Association shall have no responsibility for any pet. Every person responsible for a pet shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorney's fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the pet and/or its behavior. Such persons include the unit owner, the pet owner and the keeper of the pet.

7. In case of any incident involving an animal, please file a written incident report with the Resident Manager. A complaint or citation may result in removal of the animal from the Koko Isle condominium. In addition, the resident may call Animal Control, City and County of Honolulu at 946-2187; or call the Police at 911.

8. Dangerous and/or aggressive animals are prohibited. The definition of a dangerous dog, according to the Hawaiian Humane Society and the Honolulu City Ordinances, Article 7, Sections 7-7.1-7.8 is: "Dangerous dog means any dog which, without provocation, attacks a person or

animal." Upon written notice from the Board and/or the Managing Agent that a pet has caused any nuisance or any unreasonable disturbance, the pet shall be permanently removed from the Project, beginning on a date stated in the notice. The Association, having no responsibility for any pet, shall have no financial responsibility whatsoever in connection with the removal of the pet.

9. Assistance animals are permitted only as required by the federal Fair Housing Act (and its State counterpart, Hawai'i Revised Statutes Chapter 515). The law does not require, however, that we tolerate animals that cause a direct threat to the health or safety of other residents of the community. Should the Board determine that an assistance animal is a direct threat to other residents or their property, the animal's owner will be given an opportunity to correct the problem. The animal must be removed if its owner is unable to correct the problem.

10. After a pet is physically removed from the Project, the pet owner may submit a written request to the Board requesting reconsideration of the removal. Any such written request shall detail all of the pet owner's reasons for seeking reconsideration, together with all supporting materials that the pet owner considers to be relevant. The Board may, but shall not be required to, reconsider the removal of the pet. Sanctions other than removal may also be employed.

11. Koko Isle will adopt and adhere to the Revised Ordinances of the City and County of Honolulu in relation to Chapter 7 Animals and Fowl which is available online at:
<http://www.honolulu.gov/rep/site/ocs/roh/ROHChapter7.pdf>

PRIVACY AREAS AND BALCONIES

1. Privacy areas, balconies and exteriors shall present a clean, neat, uncluttered, uniform and attractive appearance; and shall not be used as general storage areas. Objects or things visible from the common elements or the marina determined to be unsightly shall be removed upon written request from the Resident Manager.

2. The decoration or landscaping of any entrance or privacy area shall be in accordance with guidelines established by the Board from time to time or with specific plans approved in writing by the Board.

3. Toxic, hazardous, explosive or inflammable substances of any kind are prohibited on Koko Isle; except that small quantities of common commercial products may be kept for common household purposes, provided that such products are carefully and safely stored in a manner to avoid injury or damage to persons and to the common elements and limited common elements.

4. Window coverings of any types, (such as, for example, drapes, curtains or blinds) shall be neutral in color when viewed from the common elements or the marina, and torn, worn or frayed window coverings shall be replaced.

5. Nothing shall be placed in, on or in close proximity to any window (such as, for example, pictures, posters, designs, decals or decorations) that are visible from the common elements or from the marina.

6. Umbrellas that extend above the fence line may be used in the front and rear privacy areas. They are to be properly maintained at all times. Retractable awnings or shades may be used on waterside or park side lanai areas only. They are to be of solid off-white color and be properly maintained at all times and are to be used primarily for daylight hours. Board approval is necessary for attachment to common element and owner may be asked to replace if awning is worn or frayed.

7. Nothing shall be hung from or within units, privacy areas or balconies, if visible from the common elements or the marina, except such plants as are provided for hereinafter, unless

written permission is first obtained from the Resident Manager. Among other things, the hanging of rugs is specifically prohibited. Clotheslines may be strung in the street side privacy areas, provided they are hung below the fence line and not visible from the street.

8. Privacy area exteriors may be used for Christmas and/or New Year decorations between the dates of December 2 and January 10, inclusive, each year. Decorations typically associated with bona fide holidays or events may be placed on privacy area exteriors no earlier than one week prior to the holiday or event and must be removed within three days after the holiday or event. No decoration may cause any damage, be attached to any other common element structure or be attached to any other common element planting. Decorations are not allowed on common or limited common walls with the exceptions above.

QUIET ENJOYMENT

1. Nuisances of every kind and/or nature are prohibited.
2. Criminal conduct and other violations of law of every kind and/or nature are prohibited.
3. No person shall permit or cause any sound or noise, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.
4. In particular, the hours of 10:00 p.m. through 8:00 a.m. nightly shall be quiet hours; except that quiet hours shall begin on midnight on Friday, Saturday and the night preceding a holiday. Noise associated with the maintenance, repair or remodeling of units, vehicles or boats shall be restricted to the hours of 8:00 a.m. through 5:00 p.m., Monday through Saturday.
5. No person shall permit or cause any smell or odor, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.
6. No person shall engage in any conduct which poses an unreasonable risk of harm to any person or to any property, or which may unreasonably disturb any person's reasonable expectation of peace or quiet enjoyment of Koko Isle.

REGISTRATION AND IDENTIFICATION OF OWNERS, RESIDENTS AND GUESTS

1. Any person (owner and/or resident) who will occupy a unit for more than one week shall complete a registration process prior to commencing occupancy. The registration process shall consist of such requirements as the Board may set from time to time; including, but not limited to, receipt of the House Rules, completion of registration forms (for people, pets and vehicles including but not limited to automobiles, trucks, boats and trailers) and receipt of vehicle decals.
2. Residents should inform the Resident Manager when guests are visiting for an extended time.
3. All persons may be required to identify themselves, by name, unit number and, if applicable, name of resident host/s to Association representatives while on the common elements.
4. Any resident who is required to complete the registration process shall report any change in status to the Association, and provide verifying documentation, within thirty (30) days of such change. For example, name change or ownership status, changes in occupancy, change of vehicle or other relevant information shall be reported.
5. Any resident who is required to complete the registration process shall notify the Resident Manager at least seven (7) days in advance of any absence from Koko Isle for a period in excess

of fourteen (14) days, including in the event of a permanent departure. This requirement may be waived in the event of an emergency.

REFUSE PICKUP/BULK ITEMS

1. Unit refuse shall be placed in the City and County containers assigned to each unit and must be kept in the back part of the carport area.
2. No unit refuse shall be placed outside of a unit except within said container, which shall not be filled beyond its capacity.
3. The unit container shall not be placed on the common elements except on the morning of a pick up day, and the unit container shall be removed from the common elements by dusk of the same day unless otherwise determined by the Resident Manager.
4. All unit garbage must be adequately and securely wrapped and/or bagged in a manner which will minimize odors and sanitation problems, to the maximum extent practicable. Wet garbage and pet trash (sand, litter paper, solid waste, etc.) in particular shall be especially well-wrapped and/or bagged.
5. No toxic, hazardous or flammable waste, materials or things of any kind or nature whatsoever shall be placed in trash containers at Koko Isle. This includes, but is not limited to paint, thinner, solvents, gasoline and the like.
6. Bulk items shall not be placed on the common elements, except by prior arrangement with, and according to the directions, of the Resident Manager. Bulk items include, but are not limited to, any item that would not be picked up during once-a-month pick up, such as appliances or furniture. Bulk items must be stored inside units until the evening before the scheduled pickup date. It is a violation to leave bulk items outside too early. The Board may impose an immediate fine of \$250 for this violation.
7. No refuse or any other item shall be placed in an Association dumpster except by prior arrangement with and according to the directions of the Resident Manager.

RENTALS

1. Any unit owner or tenant who rents or otherwise permits occupancy of a unit shall give a copy of these House Rules to every tenant and/or occupant.
2. A unit owner shall evict any tenant whom the Board reasonably determines to be undesirable, based on violations of the project documents, upon written demand to the owner from the Board. Such eviction shall be by the most expeditious means legally available, and no compensation shall be due to any owner or tenant for any loss, liability, damage, expense, attorney's fee and/or cost incurred by the unit owner or tenant.
3. Any unit owner who rents a unit is liable to the Association for any and all losses, liability, damages, expenses, attorney's fees and/or costs incurred by the Association in connection with any act and/or omission of a tenant and/or of a person whose conduct an owner is responsible for. The tenant and/or other person shall be jointly and severally liable.
4. A non-resident owner whose unit is rented relinquishes the right to use the common elements to the tenant for the period of the tenancy.
5. No rental shall be for a period of less than thirty (30) days.

6. Customary hotel services shall not be provided in connection with any rental.

RULES FOR FINES AND APPEALS FOR VIOLATIONS

1. Citations: Each citation issued shall briefly describe the nature of the violation; date of the violation, apartment number; and name of parties involved, if known.

a) The original citation shall be delivered to the apartment owner who shall be jointly and severally responsible for payment of any applicable fine along with the violator.

b) If the owner of the apartment is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

2. Fine System: An immediate fine between \$100 and \$500 may be imposed at the discretion of the Resident Manager or Managing Agent if it is a serious violation which affects the value or safety of the project or affects the use, enjoyment, safety or health of any resident or if the House Rules provide that an immediate fine may be imposed for this particular violation. If the Resident Manager or Managing Agent determines that the violation should be corrected, the written citation shall state a date to correct the violation.

a) 1st Violation – A verbal or written warning will be given by the Resident Manager or Managing Agent to the offender.

b) 2nd Violation – If the violation is not corrected within seven (7) business days a written citation is given to the person(s) violating the same House Rule or By-Law as was referenced in previous verbal and/or written warning. A written notification with appropriate copies is sent to the unit owner, resident, rental agent and a \$100 fine is assessed to the owner's account.

c) 3rd Violation - If the violation is not corrected within seven (7) business days a second written citation is given to the person(s) violating the same House Rule or By-Law as was referenced in previous verbal and/or written warnings. A written notification with appropriate copies is sent to the unit owner, resident, rental agent and a \$150 fine is assessed to the owner's account.

d) Ongoing violation – If the same violation is repeated it will be construed as an ongoing infraction of the same offense and thereafter will be imposed a fine of \$500. The fine can be reassessed daily if deemed necessary. The Board may also opt to take legal action caused by repeated violations of the same House Rules or By-Laws.

e) In addition to fining, the Board may also take legal action to enforce the governing documents, at the owner's expense.

3. Payment of Fines and Liabilities

a) Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the By-Laws for collection of delinquent assessments.

b) The filing of a notice of appeal shall not halt the accrual of any ongoing penalties

imposed for the violation that is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of the aforesaid penalties at the time of the hearing of such appeal.

4. Hearings

a) Hearings may be before the Board of Directors or a Committee of the Board. The President (or the Vice-President if the President is unavailable) is authorized by the Board to appoint two or more Board Members to serve on a Committee to hear any violation or fine.

b) Within thirty (30) days of receiving a citation, an owner, occupant, or other offenders may request a hearing on the violation and the fine by delivering a written notice of appeal and the reasons therefore to the Secretary or the Managing Agent. The request for hearing must contain a copy of the citation and a statement of the facts. The Board or Committee may limit the amount of time the owner or violator may have to present information. For that reason, owners and violators are strongly encouraged to also include in their request for hearing: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits.

c) Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board or Committee within ninety (90) days after the notice of appeal has been filed with the Secretary.

d) Procedure. The cause of the penalty shall be reported in writing by the Board or Committee, the Managing Agent, or the resident manager at such meeting, with a statement of the facts on which the penalty was based, a copy of which shall be furnished to the appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed with the Secretary. The appellant shall then present his or her defense in writing, to which the Board or its designee may reply orally. The appellant or any one owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the penalty imposed. Thereafter, no further discussion, except among the Board itself, shall be allowed.

e) Disposition of Appeal. The Board or Committee shall vote as to whether the penalty shall be affirmed. If a majority of those present votes in the affirmative, the penalty shall stand and shall be remitted by the offender in full, within seven (7) days of the date of such meeting. If less than a majority of those present votes in the affirmative, then the penalty shall thereby be rescinded.

f) Failure to timely request a hearing shall result in the automatic issuance of the fine in the amount proposed on the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board or Committee except as provided in the Condominium Property Act.

g) The pendency of a hearing shall not halt the accrual of any ongoing late fees or prior fines imposed for other offenses or the obligation of the owner and/or violator to correct the violation. However, the Board of Directors may waive or rescind all or part of the aforesaid penalties at the time of the hearing of such appeal.

5. Further Proceedings

a) If the fine is paid, the unit owner or violator shall have the right to initiate a dispute resolution process as provided by Hawaii Revised Statutes §514B-161 or §514B-162.

b) Nothing contained herein shall be interpreted to prevent or delay the Board and/or Managing Agent from immediately enjoining, abating, removing, or remedying – through automatic fines, legal action, or any other means – any violation or breach that may impair or in any way affect the value or safety of the Project or the use, enjoyment, safety, or health of any apartment owner or resident.

TREES, PLANTS AND OTHER VEGETATION

1. Privacy Area Vegetation

a) All trees, plants and other vegetation shall be carefully cut, tended, watered, fertilized and/or otherwise cared for so as to present an attractive appearance.

b) No tree, plant or other vegetation shall touch any part of any building on Koko Isle unless approved by the Board.

c) The root system of every tree, plant or other vegetation shall be monitored to determine its adequacy (to avoid toppling, such as in a windstorm) and its extent (to avoid damage, such as to pipes, pavement or block walls, etc.).

d) Outdoor areas must be free of standing water (water fountains, pots, tires, etc.) where mosquitoes can breed.

e) All trees, plants and other vegetation shall be cut, pruned, contained or otherwise controlled or cared for so that no common element or limited common element is damaged, interfered with or detrimentally affected in any way.

f) Any tree, plant or other vegetation which damages, interferes with or detrimentally affects any common element or limited common element, or which has the significant potential to do so, shall be removed at the direction of the Board.

g) The persons responsible for any tree, plant or other vegetation shall be liable to the Association for the full amount of any damage and/or liability incurred by the Association which arises out of, relates to or is connected with the presence of such tree, plant or other vegetation.

2. Common and Limited Common Vegetation

a) The addition or removal of any tree, plant or other vegetation to or from any common element or limited common element is prohibited, except with the specific written authorization of the Resident Manager.

b) Certain plant material can be used to grow onto the trellises at the limited common element walkway. Contact the Resident Manager for the suggested plant material, and written approval of the Board.

c) Residents may plant in the walkway planter in the limited common area next to the carport by following all conditions stated in this section and with approval of the Resident Manager.

d) Climbing of trees is strictly forbidden.

USE OF PREMISES

1. The Project is a residential condominium unit complex, to be used for residential purposes.
2. All common elements of the project such as parks, yards, grounds, landscaping, parking lots or stalls, carport aprons, roads, slopes, clubhouse area, docks, marina access areas, seawalls, bridge, etc., shall be used only for their respective purposes as designated in the Koko Isle Condominium File Plan 94, the Declaration of Condominium Property Regime of Koko Isle (Declaration), the By-Laws and House Rules. (See Introduction)
3. With the approval of the Board of Directors, limited events or activities for the benefit of the full Koko Isle community, e.g., yearly community garage sale, are the only events allowed on the common elements. Resident and/or owner's private events or activities are limited to the respective privacy areas of their individual units and not allowed in any of the common or limited common elements. However, the Upstairs of the Clubhouse is designated for private recreational purposes, events or activities. The Clubhouse Facilities are subject to their separate set of rules. (See Clubhouse Facilities)
4. No solicitation of goods, services, contributions, or participation in community activities shall be permitted at the Project by any person; except that a resident may invite a provider of goods and/or services to the resident's unit.
5. Owners may solicit proxies or distribute materials relating to Association matters on the common elements.
6. No billboard, sign or poster shall be displayed at the Project except upon prior written authorization of the Board. No such display shall damage or deface any portion of the project.
7. The locations where authorized displays of billboards, signs or posters may occur are:
 - a) At the entrance bridge; and
 - b) At the intersection of Koko Isle Circle with the entrance/exit street.
8. Residents may use the Koko Isle bulletin board to advertise personal items or services, rental units and the like; and may also place flyers in unit communication boxes for such personal purposes, notwithstanding Section: "Use of Premises".
9. No business material shall be placed in the communication boxes.
10. A reasonable number of real estate "Open House" signs and directional arrows shall be allowed, but only:
 - a) On Sundays, between 1:00 p.m. and 5:00 p.m.; and
 - b) Once weekly on a morning designated by the Honolulu Board of Realtors for a brokers' Open House.
 - c) An Open House sign may be displayed outside the unit being marketed during such times.
11. Conservation of resources, such as water and electricity, and recycling, are encouraged. Residents shall comply with such reasonable conservation measures as may be specified by the Board from time to time.
12. Wildlife, however, shall not be encouraged, by any means, to use or to inhabit Koko Isle for any purpose.

13. Littering is prohibited.

14. The use of any type of fireworks, including sparklers, is prohibited. An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.

15. In addition to conduct that is generally or specifically prohibited by other sections, the following conduct is prohibited:

- a) Use of the entrance bridge, its approaches and/or the seawall and other areas under the bridge for any recreational purpose; including, but not limited to, fishing, skating, scootering, skateboarding, waveboarding (and bicycle riding, except for ingress or egress).
- b) Riding bicycles, scooters or other wheeled vehicle on common area lawns/gardens and/or on the central park walkway or in the pool area or any of the Clubhouse Facilities;
- c) Engaging in any activity, which interferes with vehicle traffic and/or parking;
- d) Using any object that fires projectiles, except harmless toys;
- e) Fishing and swimming from the Boat Yard docks and seawall;
- f) Climbing, walking, or engaging in recreational activities on any wall, railing, tree, fence, or roof; and
- g) Skateboarding, skating, waveboarding or using other such devices on any portion of the common elements.

16. Smoking is prohibited in (a) the Clubhouse Facilities and (b) all enclosed or partially enclosed portions of the common elements and within twenty (20) feet of entrances, exits, windows that open, and ventilation intakes that serve these portions of the common elements in accordance with section 41-21.2(i) of the Revised Ordinances of Honolulu and State Law H.R.S. §328J-6.

17. No unit owner or occupant shall park, place, store or maintain in or upon the grounds, pavilion and recreational areas, parking areas or other common elements of similar nature any vehicle, furniture, packages or objects of any kind or otherwise obstruct transit through such common element.

18. Operating, flying or landing drones or other similar devices from or in the common or limited common element is prohibited.