



House Rules

JULY 2021

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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
Amendments Approved on May 27, 2021

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 within designated 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 29-30) 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 element) is directly under the solid roofline and the apron (common element) is the paved area beyond the roofline (See Condominium File Plan 94). Only items which these House Rules specify may be stored in carports.

a) Allowed Uses of Carports:

1. Parking registered vehicles and registered boats/trailers of twenty (20) feet or less is allowed.
2. Vehicles and/or small boat trailers in carports may slightly protrude (but no more than a maximum of two (2) feet) beyond the solid roof line into the common element apron.
3. Vehicles, boats/trailers in carports shall be parked in carport so that they do not:
 - (1) impact or hinder the ingress/egress of any vehicle and/or boat trailer from another apartment from directly entering a carport;
 - (2) interfere with or impact a person exiting or entering an apartment through the walkway and/or common element leading up to the walkway; and
 - (3) affect or hinder any delivery of goods or services to an apartment through the limited or common element.
4. Bicycles can be parked in the carport area as long as the area is neat and does not interfere with the parking of vehicles in the carport.
5. A small screened area may be built along the back area of the carport but must FIRST allow room for two (2) parked motor vehicles as well as the container screen to fit under the roof line. The maximum size is to be no larger than six feet high, three feet wide and nine feet long. The screen materials are to match the existing AOA fencing material. The Resident Manager must pre-approve the location and size of these screens via the Project Request Form approval process. Items placed behind a screen shall not be visible from the front of the carport. The screens shall not be fully enclosed and shall be subject to inspection by the AOA. Flammable and/or any other hazardous items may not be stored behind the screens. The screens shall be properly maintained by the unit owner, or they will be removed at the expense of the unit owner.
6. City and County rubbish containers and certain miscellaneous items may be stored unobtrusively inside the back area of the carport. Miscellaneous items such as coiled garden hose and electric vehicle charging station and cables neatly hung at back of the carport are allowed.
7. Some items may be hung from the carport ceiling provided they are under the solid roof line: Car tops, surfboards, kayaks, stand up paddle boards, rafts, and ladders, provided parking is not thereby restricted, and lumber, if out of sight. No other items are permitted.
8. 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.

- b) Prohibited Uses of the Carports:
1. Tandem parking of vehicles is not allowed.
 2. No clotheslines are permitted inside carports. Clotheslines may only be strung in the street side privacy areas, provided they are not visible from the common elements to the maximum extent possible.
 3. Flammable and/or any other hazardous or nonhazardous containers of fluids may not be stored in the carport area.
 4. Ladders are not allowed to be stored in the carport, except by hanging from the carport ceiling pursuant to paragraph 4. Carports, a)7. above.
 5. Carports or other limited common areas 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."
 6. Vehicle and/or boat repair is prohibited in carports, but minor maintenance of a routine nature, is permitted with Resident Manager approval.
 7. 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 Clubhouse 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) Association employees and their spouse/partner, parents and children, may use the Clubhouse Facilities in accordance with the House Rules. Association employees are responsible for their family and are required to accompany their family at all times. The use of the facilities by Association employees will be at the discretion and monitoring of the Board of Directors and may be amended or rescinded at any time.

d) 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.

e) 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 or an Association employee 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 the Hawaii Kai Boat Parade. 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 or Association employee who applies for the reservation. The resident or

Association employee 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 additional 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.

iii) Reservations by Association employees:

(1) A reservation of the upstairs area of the Clubhouse for the use of an Association employee and his or her spouse/partner and children may be made by the employee. If a resident has requested the same date as the employee within 14 days of the Resident Manager receiving the employee's request, the resident's request shall take precedence over the employee's request.

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.
- cc) Alterations and additions made by the owner or a previous owner, including improvements to the privacy areas, whether or not the Association has performed maintenance on these alterations or additions in the past. These improvements are the responsibility of the owners pursuant to Paragraph A.1(d) of the Restated Declaration and Article V, Section 2 of the Restated Bylaws.

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 yard stall may be rented under policies established by the Board that may change from time to time. For the purposes of this paragraph, "resident" means an owner or tenant who is using Koko Isle as his/her primary residence.

i) Residents may apply to the Resident Manager for permission to rent a boat yard stall. Residents are limited to one boat stall per unit on a first come, first serve basis. A waiting list will be maintained by the Resident Manager in the event no boat stall is available, provided that owners shall have priority over tenants on the waiting list. Exceptions to the one-stall rule will be considered by the Resident Manager when the supply of stalls exceeds demand. The Resident Manager shall identify and designate the size of boat/trailer that can fit into each stall.

ii) When a boat yard stall becomes available, the Resident Manager will contact the first resident on the waiting list. The Resident Manager may immediately proceed to subsequent residents in the order of the waiting list if the first resident: 1) refuses the stall, 2) does not respond within ten (10) days, 3) will have a boat/trailer that exceeds the size of the stall, or 4) has any pending violations or unpaid assessments, fines, or other charges associated with the resident's unit. If the first resident is denied a boat yard stall for any of these reasons, he/she will maintain his/her place on the waiting list.

iii) Upon notification that a boat yard stall is available, a resident will have sixty (60) days to provide proper documentation to the Resident Manager evidencing

compliance with these rules and to place the resident's approved boat and/or trailer in the stall, otherwise the Resident Manager will proceed to the next resident on the waiting list. The Resident Manager, at his/her discretion, may grant a grace period to this requirement if a boat/trailer proof of purchase or shipping confirmation is provided.

iv) Upon the Resident Manager's acceptance of a resident's documentation pursuant to paragraph iii) above, the resident shall promptly execute a Boat Yard Stall License Agreement which will include an initial fee totaling the pro-rated rent amount for the time period from the day the stall was assigned to the effective date of the License Agreement. The monthly license fee may change from time to time as approved by the Board, and payment is due on the first of each month. The License Agreement shall not be assigned, sublicensed, or otherwise transferred.

v) All boats/trailers in a stall shall be wholly owned by one or more Koko Isle residents who are party to the License Agreement. Any boat/trailer partially owned by a person and/or entity that is not a Koko Isle resident will not be permitted. Proof of ownership is required.

vi) All boats/trailers stored in the boat yard shall have all required licensing and registration, including but not limited to, the State Department of Land and Natural Resources vessel registration, the City Department of Motor Vehicles registration and safety check, the Hawaii Kai Marina Association registration, and the Koko Isle Association registration. All such licenses and registration shall be maintained with current decals prominently displayed. Proof of licensing and registration is required.

vii) The Resident Manager, at his/her discretion, can reassign a space, and the boat yard may be reconfigured, including the size of spaces and number of boats/trailers to be accommodated in each space, as deemed in the best interest of the Association or the operation of the boat yard.

g) Forfeiture of Boat Yard Stall: All Rules for Fines and Appeals for Violations in the House Rules shall apply to violations of House Rules related to boat yard stall use.

In addition:

i) A Boat Yard Stall License Agreement shall automatically terminate without notice for the following reasons: 1) 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; 2) Failure to comply with paragraphs 3.h) of this section (Marina Facilities); 3) Two written citations over the course of a five (5) year period related to failure to comply with the rules of this section (Marina Facilities); or 4) Licensee(s) is(are) no longer resident(s) of Koko Isle.

ii) The Boat Yard Stall License Agreement may specify additional provisions related to termination of the license with and without cause.

iii) Upon loss of the stall, a resident 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 right of appeal for forfeiture of the Boat Yard stall which shall be held in accordance with Rules for Fines and Appeals for Violations, paragraph 4, Hearings.

h) If a boat yard stall does not contain a licensee's registered boat/trailer for at least ninety (90) days, the License Agreement will be automatically terminated and the Resident Manager may reassign the stall to the next resident 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 must 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.

i) Boats shall be stored either on an assigned rack, a boat trailer, or boat/dolly wheels. 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.

n) Boat yard stalls shall only be used to store an assigned boat, trailer, and boat-related equipment, including fuel for the boat. No more than 5.3 gallons of boat fuel may be stored in an approved container on the boat. The boat yard stall shall not be used for any unlawful, improper, or offensive purpose. Explosive, flammable, or corrosive items, or any other item that may constitute a fire or safety hazard, other than the allowed boat fuel, shall not be kept in the boat yard.

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/her self 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 vessels commonly used for recreational purposes 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. Residents are encouraged to verify with the Resident Manager, prior to acquiring a vessel, that the vessel qualifies under this paragraph.

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. A Guest Parking Permit for overnight visitors may be obtained from the Resident Manager and shall be properly displayed. Guest Parking Permits shall be valid for no more than one day or up to three consecutive days on weekends or holidays. Guest Parking Permits for a longer term may be authorized by the Resident Manager and shall be no longer than two weeks.
- 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 or first floor front side privacy areas. 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 the unit owner shall provide

indemnification forms and maintenance agreement for any damage to structures that may be caused by awnings and agree to remove awnings as necessary for maintenance and repair. A unit owner may be asked to replace awning if it becomes worn or unsightly.

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. Residents shall comply with the City's bulky item pickup rules and guidelines which require, among other things, that an appointment be scheduled for bulky item pickup. Residents shall schedule appointments with the City for bulky item pickup and shall give prior notification to the Resident Manager of any such appointment. Bulky items must be stored inside units until the evening before the scheduled pickup date. The Board may impose an immediate fine of \$250 for violation of this paragraph.
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. Any additional cost incurred by the Association due to unauthorized items being placed in the dumpster may be charged to the violator, in addition to an immediate fine of \$250 which the Board may impose for violation of this paragraph.

RENTALS

1. Any unit owner or tenant who rents or otherwise permits occupancy of a unit shall provide 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 his/her 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 unit owner who does not live at Koko Isle and rents his/her unit, relinquishes the right to use the common elements to the tenant for the period of the tenancy.

5. Units are prohibited from being rented for a period of less than thirty (30) consecutive days.

6. Advertising a Koko Isle unit as a vacation rental or for a rental period of less than thirty (30) days is prohibited. The existence of such advertisement will be considered evidence that the unit is being rented for less than thirty (30) consecutive days. The burden of proof is on the owner to establish that the unit is not being used for rentals for less than thirty (30) consecutive days, or that the advertisement was placed without the owner's knowledge or consent.

7. If a renter vacates a unit before the thirty (30) day minimum rental period has expired, then the unit owner is prohibited from renting the unit to another person for all or part of the thirty (30) day period.

8. Renters (tenants of the unit) are required to provide the resident manager an occupant registration form that will include the names of all occupants of the unit, the specific dates of the stay, and contact information including cellphone number, email address, emergency contact information, car registration and other information deemed appropriate by the Board of Directors.

9. Unit owners found to be in violation to the 30-day restriction for rentals will be subject to the following fine schedule (a violation that has not been corrected within 7 days will be considered another violation and subject to another citation and fine):

- First Offense: A written citation
- Second Offense: Written citation and \$5,000 fine
- Third Offense: Written citation and \$10,000.00 fine
- Fourth Offense: Written citation and \$15,000.00 fine.

The Association's legal counsel will take appropriate actions to collect outstanding fines.

10. No tenant may sublet any unit without the unit owner's written consent, a copy of which shall be provided to the Resident Manager upon request.

11. 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. Except as otherwise provided in this paragraph and in these House Rules, citations and fines shall be issued and imposed as follows:

- a) 1st Violation – A verbal or written warning will be given by the Resident Manager or Managing Agent to the offender.
- b) 2nd Violation – A written citation 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 – A written citation 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 continuous or 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.

Second, third, and subsequent violations need not be for a violation of the same provision before a fine is imposed. A violation will be considered a new violation if it has not been corrected within seven (7) days of the date of a warning or citation.

The Board delegates primary enforcement to the Resident Manager and/or the Managing Agent. The Board delegates its authority to issue citations to the Resident Manager.

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) The unit owner or violator shall have the right to contest a fine through mediation or arbitration as provided by applicable statutes.

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 (including "Home For Sale" type signs) shall be displayed at the Project except as indicated in paragraph 10 of this section or upon prior written authorization of the Board. When approved, 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" or "For Sale" signs displayed outside the unit being marketed and directional arrows are allowed, but "Open House" and directional arrow signs shall only be permitted:

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.

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.

ATTACHMENT 1

RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

1. Introduction:

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514B-140, Article V, Section 3(m) of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Section 3(m) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

2. Definitions:

- a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. "Reception Antenna" does NOT include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
- b. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.
- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
 - (1) Meets all requirements for Reception Antennas and Similar Structures;
 - (2) Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
 - (3) Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
 - (4) Is no larger than necessary to transmit the video programming selections of the viewer.
- d. "Exclusive Use Area" means any portion of the resident's unit or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the resident's unit.
- e. "General Common Element" means any common element not a limited common element appurtenant solely to the resident's unit. Residents do not have the exclusive use or control of any of the general common elements.

3. Location, Size and Number Restrictions:

- a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
- b. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the resident's Exclusive Use Areas.
- c. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's unit or limited common element or onto the General Common Elements does not comply with this rule.
- d. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - (1) Within the unit;
 - (2) Within an Exclusive Use Area inside the structure, if any;
 - (3) For first floor units, within the fenced courtyard below the top of the fence;
 - (4) For first floor units, within the fenced courtyard above the top of the fence, but within the Exclusive Use Area;
 - (5) For second floor units, within the vertical boundaries of the lanai below the top of the railings/walls of the lanai; or
 - (6) Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.
- e. Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.
- f. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- g. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct

broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.

- h. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. Prior written approval of the Board must be obtained for masts, supports, and other structures more than 12 feet tall. The Owner shall provide detailed plans and specifications for the installation, including detailed drawings of the structure and methods of anchorage. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
- i. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

4. Installation:

- a. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.
- b. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:
 - (1) Commercial General Liability (including Completed Operations): \$1,000,000.00 and
 - (2) Workers' Compensation: Statutory Limits.
- c. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.
- d. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.
- e. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.
- f. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors or ceilings:
 - (1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
 - (2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;

- (3) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
 - (4) Existing wiring for transmission of video programming signals.
- g. If penetrations of the General Common Element walls, floors or ceilings of the buildings are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the buildings.
- h. If Reception Antennas or Similar Structures are visible from outside the unit, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
- i. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
- j. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
- k. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other units. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they be permanently secured.
- l. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
- m. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Reception Antennas previously installed may be removed by the Association at its expense.

5. Maintenance and Repair:

- a. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:
 - (1) Reattachment or removal within 72 hours of dislodgement from its original point of installation.

- (2) Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
 - (3) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
 - (4) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
- b. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for a hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
 - c. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
 - d. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
 - e. The Owner of the unit or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.
 - f. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
 - g. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
 - h. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

6. Process and Procedure.

- a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.

- b. Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

2. Integrate the solar energy device installation into the architecture and design of the unit and make the solar energy device as visually unobtrusive as possible. (For example, no part of the solar energy device installation, including the panels, any piping, or any other exposed part of the installation may be higher than the peak of the roof on which the solar energy device is mounted.)
 3. Ensure that none of the exposed parts of the solar energy device have reflective surfaces and paint all exposed surfaces to match the surface on which the solar energy device is mounted. (Owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)
 4. Ensure that any pipes or other part of the solar energy device that must be installed on the walls of the unit are enclosed with material that is similar in color and texture to the walls.
 5. If a water heater or storage tank will not fit in the existing location of the unit's water heater: (1) install the tank in the location approved by the Board; and (2) enclose the tank or heater so that it is not visible from outside the owner's unit.
- b. If compliance with the requirements of subsections i, ii, iii, iv, or v, above, will: (1) render the owner's solar energy device more than twenty-five per cent less efficient; or (2) increase the cost of installing the device by more than fifteen per cent, the unit owner may ask the Board for an exemption from those requirements. That exemption may include the right to install the solar energy device or part thereof: (1) in a different location; or (2) at a different angle/elevation. In making the request, however, the unit owner shall have the burden of proving that compliance with any of the requirements of subsections i through v will either render the solar energy device more than twenty-five per cent less efficient or increase the cost of installing the device by more than fifteen per cent. Note that an owner will not be permitted to install a solar energy device on the roof above any other owner's unit or limited common elements.
5. Post-Installation Procedure:
- a. An owner must: (1) register the completed solar energy device installation with the Board within thirty days of its installation; and (2) confirm in writing that the solar energy device has been installed in accordance with HEEP Standards, except as otherwise permitted or required by these rules; and (3) confirm in writing that the solar energy device has been installed in accordance with plans and specifications approved by the Board.
6. Maintenance, repair, replacement and removal:
- a. If a solar energy device is placed on a common element or limited common element, the unit owner and each successive owner of the unit on which the device is placed shall be responsible for:
 1. Any costs for damages to: (1) the device; (2) the common elements; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device.
 2. Any repair, maintenance, removal, and replacement of the solar energy device, for as long as the solar energy device remains on the common elements or limited common elements.
 3. Removing the solar energy device if necessary for the repair, maintenance, or replacement of the common elements or limited common elements. Owners of

the solar energy device are responsible for all increase in repair and maintenance costs to the common elements caused by the solar energy device.

- b. The Board may also require the removal of a solar energy device that threatens the health or safety of project residents.
- c. Upon the transfer of ownership of an apartment, the new owner shall be obligated to comply with the requirements of these rules. The owner and each successive owner shall at all times, maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect.

ATTACHMENT 3

BY-LAWS ARTICLE V, SECTION 9

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

The violation of any of the House Rules, the breach of any of these By-Laws or the breach of any provision of the Declaration shall give the Board of Directors the rights in addition to any other rights set forth in the Declaration or in these By-Laws;

- (a) To enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be paid by the defaulting unit owner on demand;
- (b) To impose monetary penalties upon unit owners, tenants and employees of a unit owner, and any other persons using the property for any purpose whatsoever (hereinafter collectively referred to as "owners and other persons") and, at its discretion, to establish a schedule of the penalties to be imposed. In the event that such a schedule is established, the Board of Directors may authorize the Managing Agent or resident manager to impose the aforementioned penalties upon owners and other persons in accordance with such schedule.
 - 1) Appeal Procedure. The person penalized (hereinafter referred to as the "offender") may appeal from the penalty imposed by the Board of Directors, the Managing Agent, or the resident manager, as follows:
 - i. Notice of Appeal. The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of his or her appeal and the reasons therefore. The filing of a notice of appeal shall not halt the accrual of any ongoing penalties imposed for the violation which 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.
 - ii. Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the notice of appeal has been filed with the Secretary.
 - iii. Procedure. The cause of the penalty shall be reported in writing by the Board of Directors, the Managing Agent, or the resident manager at such a 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 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.
 - iv. Disposition of Appeal. The Board of Directors shall vote as to whether the penalty shall be affirmed. If a majority of those present vote 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 vote in the affirmative, then the penalty shall thereby be rescinded.

- (c) To recover any damages, expenses, costs, attorneys' fees, and penalties (except penalties for which an appeal to the Board of Directors is pending or for which the appeal period under Article V, Section 9(b) has not yet expired) assessed against a unit owner by the Association as the result of such unit owner's violation of the Declaration, these By-Laws, or the House Rule.

ATTACHMENT 4

OWNER INSTALLED SECURITY DEVICES

I. General Requirements for Owner Installed Security Devices

1. Personal safety and privacy are two ideals of the Koko Isle condominium. Owners are permitted to install security devices, provided they fully comply with these rules and the governing documents for Koko Isle.
2. Common courtesy and respect warrant that uninvited photographing or audio/visual recording of activities of other occupants, employees, workers or contractors without permission may be inappropriate.
3. All owners must be respectful of a neighbor's right to privacy when installing surveillance systems for their own personal safety and property protection. It is the responsibility of an owner to ensure that an owner's personal home security system installation does not intrude on the privacy of others.
4. Owners, who choose to install home security cameras, are responsible to place the equipment in the least intrusive or visible locations, and in a manner that it will be focused on an owner's personal property. No camera or other security device shall be directed at windows of adjacent structures, or a neighbor's privacy or limited common element areas.
5. Owners may be required to relocate or remove a security device at their expense if the Board or another Association representative determines that the device intrudes on the privacy of other persons, or if the device is otherwise in violation of these rules.

II. Installation and Maintenance Requirements for Owner Installed Security Devices

1. If a contractor will be used, owners must submit in advance the name and license number of their contractor, and certificate of insurance of their contractor. Any electrical work relating to an owner's apartment must be performed by an electrician who is licensed and insured in the State of Hawaii.
2. Owner installed security devices are considered part of an owner's apartment and not part of the common elements, as those terms are defined in the Declaration. As such, an owner installing the device is solely responsible for the installation, maintenance, repair of the device, and for any damage the device may cause to the common elements, limited common or other apartments.
3. The Association may repair, replace or remove the security surveillance device at the apartment owner's expense if after reasonable notice from the Board the apartment owner has failed to comply with any of these terms.
4. The Association shall have the right to access or remove the Owner's security devices

attached to limited common or common elements as necessary for the maintenance of the common elements or for the operation of the condominium, without incurring any liability for trespass. An owner shall promptly pay to the Association upon demand all sums spent by the Association for the purposes of removing, storing, and reinstalling their security devices.

5. Owners of security surveillance devices shall be responsible for any increase in the cost of the maintenance and repair of the Project attributable to owner installed security devices.
6. An owner acknowledges that the exterior floors, walls, roofs and window frames were not originally designed or constructed to include any security devices. The Association has an obligation to maintain and repair the exterior floors, walls, roofs and window frames only for its originally intended purpose. Any damage to the security devices despite the normal maintenance and repair of the exterior floors, walls, roofs and window frames for such originally intended purpose shall be the sole responsibility of the owner.
7. An owner will advise any parties interested in acquiring an owner's unit of:
 - (a) the owner installed security devices; and
 - (b) the restrictions described herein. Upon the sale of the unit to a new owner, the new owner will be deemed the "Owner" for purposes of this provision.
8. Owners, their heirs, personal representatives, successors and assigns, shall:
 - (a) release, acquit and forever discharge; and
 - (b) indemnify and defend the Association and its officers, directors, agents, employees, members, personal representatives, insurers, indemnitors, predecessors, successors, and assigns, from and on account of any and all disputes, claims, controversies, causes of action, liabilities, injuries and damages of whatsoever nature, past, present, or future, in, related to, arising out of, resulting from or in any way connected to the installation of the owner installed security devices and the Board's consent to allow the security devices to be installed at the project.
9. An owner shall not alter the installation of security devices, as approved by the Board or another Association representative, without first providing written notification to the Board. Alterations require obtaining Board or Association representative approval of the modifications in writing.
10. An owner may be required to remove the owner's security device, at the owner's sole cost and expense, if the device:
 - (a) was not approved by the Board,
 - (b) is different from the plans or design approved by the Board,
 - (c) intrudes on the privacy of other persons, or
 - (d) is otherwise in violation of these rules or the governing documents for Koko Isle.

The Association may also impose fines and take other enforcement actions permitted by law, the governing documents, and the House Rules for Koko Isle.

Adopted by Documents Committee and the Board of Directors on September 24, 2016