

## **MEHANA AT KAPOLEI RULES FOR RECREATION FACILITIES**

These are the Community Association rules relating to the use of recreation facilities (these "Rules") at Mehana at Kapolei. The Rules were first established by the Declarant and have now been revised and adopted by the Board of Directors (the "Board") of the Mehana at Kapolei Community Association (the "Community Association") on behalf of the owners within Mehana at Kapolei Community, pursuant to Section 6.5 of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Mehana at Kapolei recorded in the Land Court of the State of Hawaii as Document No. 3818406, as the same may be amended (the "Master Declaration").

These Rules apply to the use by and conduct of owners and residents (renters and occupants of dwelling units) in the Community (collectively "Residents" and their respective guests).

The purpose of these Rules is to help protect all Residents and other users of the Mehana at Kapolei Community (the "Community") recreational facilities consisting of a swimming pool (the "Community Pool"), restroom, and a multifunction room with adjacent lanai(s) (the "Multifunction Room") but collectively referred to with the Community Pool as the "Recreation Facilities" or "Recreation Facility") which have been designated as "Recreation Areas" pursuant to Section 1.85 of the Master Declaration ("Section 1.85"), from annoyances and nuisances caused by improper use of the Recreation Facilities.

These Rules supplement, but do not change, the obligations of the Residents and other persons using the Recreation Facilities as set forth in the Master Declaration and the Bylaws of the Community Association (the "Bylaws"). In the event of any inconsistency between (1) these Rules and (2) the Master Declaration and/or the Bylaws, the Master Declaration and Bylaws will prevail, in that order. The Board has the authority to make such other rules or to amend these Rules from time to time, as provided in the Master Declaration and the Bylaws. The full authority and responsibility for enforcing these Rules may be delegated to a resident manager (if any) by the Board (the "Resident Manager"). All Residents and their guests shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, that neither the Board nor the Resident Manager shall be responsible for any noncompliance with or violation of these Rules by Residents and their guests.

The use of all Recreation Facilities shall be at the sole risk of the Residents and guests. The Community Association and its Board shall assume no liability for any loss or injury that might occur while using the Recreation Facilities. Parents and/or guardians are expected to utilize reasonable judgment in determining that their children are adequately and safely supervised whenever they are present at the Recreation Facilities.

**NO LIFEGUARD IS ON DUTY AT THE POOL.** Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, and for ensuring that all rules are obeyed. Parents and/or guardians are expected to utilize reasonable judgment in determining whether their children should be supervised whenever they are present at the Recreation Facilities (see Section B.4 below).

The Recreation Facilities are available during the hours listed below:

Community Pool:

Tuesday, Thursday, Friday, Saturday and Sunday:

08:00 a.m. to 10:00 a.m. (Available for adult swim only)

10:00 a.m. to 9:00 p.m. (Open to everyone)

Monday and Wednesday:

10:00 a.m. to 9:00 p.m.\*

\* On Mondays and Wednesdays, the Community Pool will open at 10:00 a.m. instead of 8:00 a.m., to allow for cleaning of the facility

Multifunction Room: Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday

10:00 a.m. to 9:00 p.m. No Sunday rentals are permitted.

(One (1) Rental Period for the Multifunction Room is available each day (Monday through Saturday – 10:00 a.m. to 9:00 p.m.) No half day rentals are permitted.

The Multifunction Room will **not** be available for reservation on Sundays and the following major holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving Day
Mother's Day	Christmas Day
Father's Day	Day after Christmas Day

The term "MAC" (Mehana Activity Center) will be used hereinafter when referring to the Mehana Recreation Facilities to include the Pool, Pool Area, Multifunction Room and Restrooms as a whole.

**A. GENERAL RECREATION FACILITY RULES**

1. The Recreation Facility Rules consist of sections A, B, C, and D.
2. Access to the MAC, unless otherwise expressly stated herein, is intended to be for Mehana at Kapolei Residents and their guests only.

3. Each registered address is allowed four (4) guests per visit.
4. Residents must accompany their guests at all times and are responsible for the behavior of their guests.
5. The Board and/or the Community Association (through the Resident Manager) have the authority to suspend privileges to the MAC at any time.
6. A key fob is required to access the MAC.
7. Each Resident shall be responsible for their own key fobs and shall immediately report to the Resident Manager any lost or stolen key fobs so they can be deactivated.
8. Additional key fobs are available for sale at the cost of \$75 per key fob.
9. The Board and/or the Community Association may refuse access to the MAC to any person whom the Board and/or Resident Manager in good faith judges to be a threat to the safety, reputation or property of the Community.
10. Smoking of any kind, within the MAC, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
11. Open flames are prohibited (Mehana provided barbecue grills are not considered open flames).
12. No bicycles, skateboards, roller skates, roller blades, scooters, heeleys, ball playing, and running are permitted within the MAC.
13. Live music, karaoke or other sound amplifying devices are permitted only as described in Section D.
14. Chewing gum is not allowed within the MAC.
15. No playing or loitering in any restroom.
16. Alcohol usage is strictly prohibited within the MAC.
17. No outside Barbecue grills are allowed anywhere within the MAC.
18. No glassware, bottles, ceramics, or breakables of any kind are allowed within the MAC with the exception of serving containers and warming vessels such as crock pots in the Multifunction Room. Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in and around the MAC is not allowed.
19. Any person suspected of being under the influence of alcohol or drugs shall be prohibited from entering the MAC.
20. Any trash must be deposited in the trash receptacles or removed.

21. No pets are allowed within the MAC at any time. The Board will, upon request, allow an assistance animal in the pool area if this is required for a disabled person to enjoy the MAC, provided that the assistance animal must remain under control at all times and the animal does not enter the pool water. ***No animal whatsoever is allowed in the pool water***, therefore, assistance animals are also prohibited.
22. Climbing over the gates and fences at the MAC is prohibited.
23. Immoral, lewd or indecent conduct at the MAC is prohibited.
24. Food and Beverages are allowed in the Multifunction Room and Pool Area where tables have been provided. Food and Beverages are not allowed in the Pool.

## **B. COMMUNITY POOL RULES**

1. The Community Association is not liable, and does not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the Community Pool. All persons using the Community Pool do so at their own risk. THE COMMUNITY POOL HAS NO LIFEGUARD ON DUTY. Residents are responsible for the conduct and safety of their guests at all times.
2. The "buddy" system is recommended at all times. No one should swim in the Pool alone.
3. Users of the Pool must observe and obey all posted signs. Anyone violating the Rules may be asked by the Resident Manager to leave the Pool.
4. All residents shall be held responsible for the conduct of their family members at all times, including the payment of fines for violations of these rules and damage caused by their family members. In particular, a child under the age of 12 should be accompanied by someone who can ensure their safety when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
5. All Pool users must be competent swimmers or accompanied by a competent swimmer.
6. All gate latches shall be latched closed at all times and shall not be propped open.
7. Swimmers must wear appropriate swimming attire. No hair pins, rollers or other hair ornaments and no jewelry may be worn in the Pool.
8. All persons with shoulder length hair or longer must either wear a swim cap or tie their hair back.
9. After using the Community Pool, swimmers shall dry themselves thoroughly before entering the Multifunction Room.
10. Department of Health regulations require that:

- a. All persons having an infectious or communicable disease shall not be allowed in the Pool. Any person with open cuts, blisters etc. shall be warned that these are likely to become infected and advised not to use the pool.
  - b. Spitting, spouting of water, nose blowing, and urinating in the Pool are strictly prohibited.
  - c. All persons must take a cleansing shower before entering the Pool. All persons must take a cleansing shower after using the toilet.
  - d. The Pool shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the Community Pool until such substances are removed. The Community Pool shall remain closed until it is determined that the water quality meets the standards of title 11, chapter 10 of the Hawaii Administrative Rules.
  - e. No animals are allowed in the pool water. This includes pets, service animals, and assistance animals.
11. To prevent contamination of the pool, persons who are incontinent or not toilet-trained shall not use the Pool unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper which is labeled "swim diaper." Typical disposable or cloth diapers are not permitted in the Pool. Children who are not potty trained must wear a swim diaper in the pool.
  12. Running, pushing, or any horseplay and loud, boisterous behavior may be a nuisance to other swimmers and is prohibited. Earphones must be used at all times with any media player, radio or television. Any other music or musical instruments are allowed in the multifunction room only and only with prior approval from the Resident Manager. Excessive noise of any type shall be avoided at all times.
  13. Any personal items left at the pool or dressing area will be considered abandoned and will be subject to removal from the area.
  14. Large rafts, toys, boogie boards, balls and the like are prohibited. Small plastic rings, arm floats, small kick-boards and masks/goggles with plastic lenses are acceptable.
  15. Misuse of the Pool and pool furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related Pool equipment. These items are for safety purposes, not for recreation. Persons found in violation of this rule may be fined immediately and asked to leave the MAC.
  16. Diving into the Pool is strictly prohibited.
  17. The Community Pool and Pool deck area may not be reserved for exclusive use by anyone.
  18. Coolers are allowed in the Pool area where tables have been provided.

19. Fixtures shall not be removed from the pool deck.
20. Owners are financially responsible for any damages or destruction caused by themselves, their family members, their occupants or their guests.
21. Pop-up tents, canopy tents are not allowed at the pool area or multifunction room areas.

### **C. MULTIFUNCTION ROOM RULES**

1. The Multifunction Room is for the exclusive use of all Residents and their guests. Proper identification must be presented to security or management personnel upon request.
2. Personal furniture, other than Community furniture, shall not be used in the Multifunction Room. Community furniture shall not be removed from those areas. Persons who use the Multifunction Room are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
3. Glass containers are not to be brought into the Multifunction Room with the exception of serving containers and warming vessels such as crock pots. Only paper or plastic utensils, plates, cups, and non-breakable items may be used in the Multifunction Room.
4. Running, horseplay, loud noises or activities, and/or separate immoral, indecent, drunken or lewd behavior is prohibited. Such activities may be subject to a fine levied by the Community Association. Law enforcement officers may be called to the Community if circumstances warrant.
5. All persons using the Multifunction Room do so at their own risk.
6. The Board, the Community Association or Resident Manager may post additional rules in the Multifunction Room from time to time, and Residents and their guests must conform therewith.
7. After using the Multifunction Room, Residents and their guests are to leave the Recreation Facility in a clean and sanitary condition. All tables and chairs are to be returned to their proper position.
8. Residents and their guests are to use the trash receptacles provided. If they become full, trash is to be deposited in the nearest trash receptacle. Any user failing to wrap, bag and remove their trash from the premises will forfeit their entire Deposit.
9. Any group of ten (10) or more people, whether strictly comprised of Residents, or a group of Residents and / or their guests, must make a reservation to use the Multifunction Room.

10. Residents and their guests are to keep the bathrooms clean and neat for use by other Residents.
11. Residents and their guests are to clean and wipe down the barbecue grills after use.
12. Unless a Resident has a reservation, the Multifunction Room cannot be used exclusively by any Resident.

#### **D. RENTAL OF FACILITIES**

1. The Multifunction Room is available for rent (the "Rentable Facility") for Residents and/or outside commercial use subject to its availability and provided that the reservation request form has been properly executed (the "Reservation Request Form"). The Board and/or the Community Association has the authority to designate additional areas as Recreation Facilities and to designate those areas as a Rentable Facility; provided however, the Community Pool is not available for rent.
2. The Rentable Facility may be rented by Residents wishing to hold private functions that are non-commercial and non-business related in nature. Such renters are described as "Facility Renter" in these Rules. Reservations must be made at least 48 hours in advance with the Resident Manager. Reservations shall be approved on a first come, first served basis. A \$100 refundable security deposit (the "Deposit") and a usage fee of \$250 for full day usage (the "Rental Fees") are required before the reservation can be confirmed.  
  
Use of one BBQ is included with the paid reservation of the Rentable Facility, if needed. Rental Fees are required for each rental and are subject to change by the Board of Directors. The rental fee is non-refundable and is forfeited if a reservation is cancelled within thirty (30) days of the event. Cancellations should be made in writing and submitted to the Resident Manager. Please see the Reservation Request Form for the current Rental Fee and Deposit schedule. Dishonored checks will be charged a \$35 fee in addition to the rental fee. More than one dishonored check will require payment by Cashier's Check only.
3. When properly reserved, the Rentable Facility shall be available for the exclusive use of the renter and their guests only, and not open to any other Resident.
4. Rentals are limited to 24 rentals per residence each calendar year.
5. No more than two (2) active reservations per resident unit may be placed in advance.
6. Rentals shall not exceed a maximum of 59 guests. There will be no rentals available on Sundays. The Rentable Facility will be closed on Sunday.
7. The Rentable Facility is generally available only to Residents.

8. In accordance with Section 3.1 of the Master Declaration, the Community Association will reserve the right to rent certain facilities to individuals or groups that are not Residents of the Community Association, subject to the requirements of these Rules, if the Community Association believes that such rental will not cause an unreasonable reduction of Residents' enjoyment of the Rentable Facility.
9. The Facility Renter's Deposit will be refunded within thirty (30) days after the event. However, if damage is caused to the Rentable Facility, event clean-up is not completed, or the Rentable Facility is not restored to the manner in which it was presented prior to reservation use, the cost to repair the damage or to conduct the clean-up will be deducted from the Deposit. The Facility Renter will be responsible to reimburse the Community Association for any cost to repair damage or to conduct clean-up in excess of the Deposit amount.
10. Facility Renter, at Facility Renter's expense, shall maintain throughout the duration of the rental period, including clean-up, a policy or policies of commercial general liability insurance issued by a responsible insurance company of Facility Renter's choosing not objected to by the Board, covering Facility Renter and its guests and naming the Mehana at Kapolei Community Association, its Board, its related entities, and their officers, directors, members and managers as additional insureds, with not less than a limit of Two Million Dollars (\$2,000,000), protecting against claims for personal injury, death or property damage arising out of Facility Renter's use of the Rentable Facility. Such insurance shall include coverage for all liabilities assumed by the Facility Renter under these Rules. Such policy or policies or certificate showing the above coverage shall be deposited with the Board concurrently with the execution and delivery of the Reservation Request Form, and the policy or certificate of insurance shall contain a provision requiring thirty (30) days prior written notice to the Board for any cancellation or change to the policy or certificate. If the certificate of insurance does not provide such notice, the Facility Renter shall direct his or her insurance professional to send a copy to the Board of any notice of cancellation or change of the Facility Renter's insurance coverage within ten (10) days of receipt of such notice.
11. Alcohol usage in the Rentable Facility will result in the forfeiture of the Deposit.
12. Propping open the Community Pool gate will result in the forfeiture of the Deposit.
13. No barbecue, hibachi or other cooking apparatus, other than warming vessels, (such as crock pots and chafing dishes), barbecue facilities and the microwave provided by the Community Association shall be used. Failure to clean any grill used will result in a \$50 cleaning charge.
14. All setup costs, including food, decorations, catered and/or additional tables or chairs and any other items are the responsibility of the Facility Renter. All decorations, displays, food, drinks, trash, etc. must be removed from the facility by the end of the reservation time. Any items left behind will be discarded. You must supply your own trash bags for cleanup and dispose of the trash bags in the dumpster. Staining or damage to walkways from dragging trash to the trash enclosure, will result in the deduction of cleaning fees from the Deposit.



15. D.J. music, live music, karaoke or amplified music ("Music") is permitted in the Rentable Facility only. Music volume must be maintained within acceptable levels at all times as determined by Community Association staff, including the Resident Manager. Music is permitted for three hours only (between the hours of noon to 7 pm) during any reserved party. Excessive noise may result in the loss of Recreation Facilities privileges.
16. The Rentable Facility may not be used for commercial purposes without the prior written consent of the Board.
17. The Facility Renter must be present at all times during the event/function.
18. Amusement rentals (e.g., pony rides, inflatable bouncers, petting zoos, carnival rides, etc.) are prohibited on Community Association property.
19. No pets are allowed in the Rentable Facility. Assistance animals required to assist persons with disabilities are allowed, provided that the cost of any damage caused by any animal in the Rentable Facility (including an assistance animal) will be charged against the Deposit. The Facility Renter will be required to pay the difference if the cost exceeds the amount of the Deposit.
20. No staples, push pins or similar devices may be used to attach items to the walls or any other surfaces. Any damage caused will be deducted from the Deposit.
21. The throwing of rice, birdseed, and confetti is prohibited.
22. The Facility Renter shall, based on anticipated attendance, comply with all regulations concerning security.
23. Violation of any of the provisions of these Rules may, following notice and hearing, result in fines, the levy of reimbursement assessments against the Facility Renter for damage in excess of any Deposit and/or rescission of the Facility Renter's rights to use any Rentable Facility for a reasonable period of time.