

## EXHIBIT "Q"

### KO OLINA COMMUNITY ASSOCIATION, INC.

#### USE RESTRICTIONS AND RULES

##### *A. General Use Restrictions and Rules*

The following restrictions which shall apply to all of the Properties, unless otherwise specified, have been adopted by the Board of Directors pursuant to Article XII of the Declaration of Covenants for Ko Olina Community Association ("Declaration"). They are subject to amendment as provided in that Article. Capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

1. General. The Properties shall be used only for commercial, residential, recreational and related purposes consistent with the Declaration, the Use Restrictions and Rules, and any applicable Subsequent Amendment, as the foregoing may be amended from time to time.

2. Restricted Activities. The following activities are prohibited within the Properties unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Parking of any vehicles on streets or thoroughfares or anywhere other than in garages or driveways serving the Units or appropriate spaces designated for parking to serve Commercial Units or to serve a building containing two or more Residential Units; parking of commercial vehicles or equipment, tractors, mobile homes, campers, camper trailers or other recreational vehicles, boats or other watercraft, or trailers in places other than enclosed areas screened from view (provided, construction, service and delivery vehicles shall be exempt from this provision during daylight hours for such period of time as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Areas; Ko Olina Community Association, Inc. ("KOCA") or the Board may in its discretion designate loading spaces in the Common Areas, including streets to provide for such service or delivery);

(b) Use in the Common Areas of any pedestrian conveyances powered or manually propelled such as rollerblades, roller skates, skateboards, hoverboards, and similar equipment, except for golf cart, scooter and bicycle use in bike lanes;

(c) In the interest of privacy, safety, and tranquility of the Resort, the flying of drones within the Properties is strictly prohibited, except with prior approval from KOCA;

(d) Raising, breeding or keeping of animals, livestock, or poultry of any kind, except that dogs, cats, or other usual and common household pets not to exceed a total of two may be permitted in a Unit; provided, this provision shall not restrict keeping of animals for commercial purposes in a Commercial Unit located on a Parcel identified as "commercial" on Exhibit "E". Those pets which are permitted to roam free, or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of, or constitute a nuisance or inconvenience to the occupants of other Units shall be removed upon request of the Board. If the pet owner fails to honor such request, the Board may remove the pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the structures on a Unit. Pets shall be registered, licensed and inoculated as required by law. Dog owners shall immediately clean up any feces left by their dogs on property outside the dog owner's Unit. Notwithstanding any other provision herein, visually impaired persons may keep guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may keep signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawaii Revised Statutes, in their Units and may use such dogs/animals as reasonably necessary to

enjoyment of the Properties;

(e) Feeding of free roaming/stray/feral animals including but not limited to cats, land/marine birds, chickens. Fostering and engaging in feeding of stray or feral animals within the Properties constitutes a nuisance and harmful activity that disturbs the peace and safety of Resort guests and residents. Feeding and the increased number of stray and feral cats can contribute to the spread of diseases and overpopulation of feral cat colonies causing increased property damage and unsanitary conditions due to the cat feces and thus threatening the native environment;

(f) Any activity which emits foul or obnoxious odors, fumes, dust or smoke outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units; provided, this provision shall not preclude normal and customary operation of any Commercial Unit including, but not limited to, restaurant, marina or golf course or the normal and customary maintenance operations by KOCA;

(g) Any activity which violates local, state or federal laws, ordinance, rules, or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

(h) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Unit, including, without limitation, the assembly and disassembly of motor vehicles and other mechanical devices, except on Commercial Units devoted primarily to the retail sale of gasoline or fuel for automobiles and/or boats;

(i) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units;

(j) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers;

(k) Subdivision of a Unit into two or more Units, or changing the boundary lines of any Unit after a subdivision map subdividing the Parcel of which the Unit is a part has been approved and filed in the Office of the Assistant Registrar of the Land Court for the State of Hawaii, except that the Declarant shall be permitted to subdivide, consolidate or change the boundary lines of Units which it owns, consistent with applicable subdivision and zoning regulations;

(l) Operation of a timesharing, fraction-sharing, interval ownership or similar program, whether involving a right to use or an ownership interest, whereby the right to exclusive use of a Unit rotates among participants in the program on a fixed or floating time schedule over a period of years, except a timeshare program may be operated in the areas depicted on Exhibit "G." A "timesharing," "fraction-sharing," "interval ownership," or "similar program" shall be broadly construed to mean and include not only any arrangement that would fall within the definition of a time share ownership or time share use plan pursuant to Chapter S14E, Hawaii Revised Statutes, but any other arrangement, plan, scheme, or similar device, whether by membership agreement, tenancy in common, sale, lease, deed, agreement of sale, rental agreement, club membership, license, use agreement, or by any other means, whereby the right to possession, use or occupancy of the apartment is shared or held by two or more persons and/or entities upon notification and/or reservation: (i) in terms of specified or discernible time periods by temporal division, on a fixed or floating schedule, or (ii) on the basis of time periods determined by agreement regardless of whether those periods are fixed or discernible, or vary as to length depending upon consideration paid or otherwise, or whether they recur annually or periodically. Timeshare programs may also be operated in other areas of the Properties if permitted by law and approved by the Declarant and approved by the Estate

of James Campbell as provided in Section 17.17 of the Declaration. This provision shall not prohibit the ownership of a Unit as tenants-in-common or joint tenants by no more than six (6) persons;

(m) Discharge of firearms (including "B-B" guns, pellet guns and other firearms of all types, regardless of size) by persons other than police officers and security personnel acting in their official capacities; provided, the Board shall have no obligation to take action to prevent or stop any prohibited discharge;

(n) Any construction or other activity on any portion of the shoreline shelf lying within the Properties which tends to or does disturb or cause any break in the shoreline shelf unless approved by the New Construction Committee ("NCC") pursuant to Article XI of the Declaration, except that the Declarant and KOCA may engage in such activities;

(o) Any construction, erection, or placement of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the provisions of Article XI of the Declaration or such other conditions as the Board may impose with regard to temporary structures for special events as provided in Section A.3(f) below. This shall include, without limitation, signs, energy conservation equipment, exterior lights (except traditional holiday decorative lights, which may be displayed from the day after Thanksgiving until January 7 only), basketball hoops, swing sets and similar sports and play equipment, clotheslines, garbage cans, woodpiles, exterior sculpture, fountains, flags, artificial vegetation and swimming pools; air conditioning and similar equipment; docks, piers and similar structures; antennas, satellite dishes, or other apparatus for the reception or transmission of television, radio, satellite, or other signals of any kind; hedges, walls, dog runs, animal pens, or fences of any kind; inflatable hot tubs, jacuzzis, whirlpools, cold plunge, sauna, and anything of that nature;

(p) Leasing Residential Units for periods of less than 30 days except Residential Units located in the areas depicted on Exhibit "G"; and

(q) Placement of any permanent or temporary signs advertising real or personal property for sale including, without limitation, "for sale", "open house" or "garage sale" sign visible from or on the exterior of any Units, Common Areas, Areas of Common Responsibility or the common property of any Subdistrict Association except signs (i) placed by developers for initial sales of Units, and (ii) approved in accordance with Articles XI of the Declaration. Nothing herein shall be interpreted to impair the rights of the Declarant as set forth in the Declaration with regard to signage.

3. Prohibited Conditions. The following shall be prohibited within the Properties:

(a) Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties;

(b) Structures, equipment or other items on the exterior portions of a Unit which have become rusty, dilapidated or otherwise fallen into disrepair;

(c) Sprinkler or irrigation systems or wells of any type which draw upon water from lakes, creeks, streams, ponds, wetlands, canals, or other ground or surface waters within the Properties, except that Declarant and KOCA shall have the right to draw water from such sources. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of the Declaration. Potable water shall not be used for irrigation without the consent of the local water supplier;

(d) Above-ground pools, inflatable hot tubs, jacuzzis, whirlpools, cold plunge, sauna, and anything of that nature, except that this provision shall not prohibit redwood or similar hot tubs, jacuzzis, whirlpools or spas;

(e) Any fence, wall, hedge, or shrub planting which does or tends to create a traffic or sight problem; and

(f) Tents, trailers or any structure of a temporary nature, such as a tent, shack, or utility shed, except for construction trailers during ongoing construction on the Unit; provided, however, this provision shall not be deemed to prohibit tents, awnings, and other such specialized shelters for limited time special events, such as, for example, golf tournaments receptions, teas, luaus, etc.

4. Prohibited Uses. In addition to uses which are inconsistent with applicable zoning or are prohibited or restricted by other applicable recorded covenants, conditions, restrictions or easements, the following uses are prohibited within the Properties:

(a) trailer courts, mobile home parks, and recreation vehicle campgrounds;

(b) junkyards, scrap metal yards, automobile used parts and/or dismantling operations, sanitary landfills, and recycling facilities (which shall include facilities for the processing of recyclable material but shall not include centers established solely for collection and sorting of households recyclable materials); and commercial excavation of building or construction materials, except in the usual course of construction of improvements.

***B. Rules For use of Shoreline Access Easement, Shoreline Parkway Easement and Lagoons***

1. Public Access.

(a) Public access is provided over private property only on the Shoreline Access Easement and the Shoreline Parkway Easement and as specified in the Declaration and by signage on site consistent with existing rights of access.

(b) Persons creating a nuisance or behaving in a disorderly manner may be asked to leave the Shoreline Access Easement, the Shoreline Parkway Easement and Lagoons and be denied future admittance.

(c) Parking is permitted only in designated area. Illegally parked cars may be cited, impounded or towed.

2. Parking.

(a) Parking is for users of the Shoreline Parkway Easement and Lagoons only.

(b) The parking entry gates open at sunrise and close at sunset.

(c) Unauthorized vehicles left in parking lot after hours may be towed at owner's expense.

(d) Persons using the parking lot are cautioned not to leave valuables in car.

(e) All persons using the Shoreline Access Easement, Shoreline Parkway Easement and/or Lagoons do so at their own risk. KOCA will not be responsible for any losses or injury to persons or

property.

3. Lagoons.

(a) THERE ARE NO LIFEGUARDS ON DUTY. PERSONS USING THE LAGOONS SWIM AT THEIR OWN RISK.

(b) Swimming beyond the buoyed lines from the Lagoons is prohibited.

(c) All rubbish must be placed in containers provided.

(d) Absent prior written consent from KOCA, the following are prohibited in the Shoreline Access Easement, Shoreline Parkway Easement and/or Lagoons:

- Alcoholic beverages
- Loud or distracting music or noise
- Fires
- Camping
- Tents, windbreakers, sun shades (except infant sun shades not exceeding 3'x3'x3' allowed)
- Frisbees, kites, ball playing
- Scuba
- Smoking/vaping
- Cooking
- Tables (not exceeding 14" high)
- Pedestrian conveyances, such as bicycles, skates, skateboards, rollerblades, roller skates, scooters, hoverboards and similar items (not including ADA equipment)
- Fishing, netting, crabbing, spearfishing, pole fishing
- Scavenging/metal detecting
- Motorized vehicles/vessels
- Unauthorized photography/filming
- Loitering/soliciting/selling/any other commercial use
- Roping off/reserving areas
- Posting signs/banners/balloons
- Hammocks/similar items that are free-standing or attached to landscaping
- Climbing trees/harvesting fruits/flowers
- Organized group events, weddings, proposals, vow renewals
- Oversized inflatables - anything intended for more than one person
- Drones/remote-controlled devices
- Scattering of any items into the Lagoons including but not limited to flowers, ashes, and lanterns
- Use of non-reef-safe sunscreen
- Personal surfboards and other watercraft, except rentals from authorized Lagoon commercial vendors
- Pets - Provided, however, notwithstanding any other provision herein, visually impaired persons may keep guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may keep signal dogs as defined in Chapter S15, Hawai'i Revised Statutes, and physically impaired persons may keep service animals as defined in Chapter 515, Hawai'i Revised Statutes, in their apartments and may use

such dogs/animals as reasonably necessary to enjoyment of the Properties.

The Board of Directors may, in its sole discretion, permit limited exceptions to the foregoing prohibitions by prior written agreement.

***C. Rules for Use of Golf Carts and Low Speed Vehicles on Common Areas***

1. Compliance with Law. No Golf Cart or Low Speed Vehicles shall be operated upon the roadways, driveways, parking lots or other Common Areas of KOCA except in strict compliance with all applicable federal, state and local laws and regulations and with these Rules. Nothing herein shall be deemed to regulate or restrict usage of Golf Carts or Low Speed Vehicles on property other than Common Areas. The foregoing rules may be modified as appropriate by the Board of Directors to address use of fleet golf carts, including without limitation fleet group registration, insurance and indemnification by owners or operators of fleet golf carts.

2. Equipment.

(a) Definitions:

- "Golf Cart" means a 3 or 4-wheeled motor vehicle whose attainable speed is not more than 20 miles per hour on a paved level surface.
- "Low Speed Vehicle" means a 4-wheeled motor vehicle whose attainable speed in 1 mile is more than 20 miles per hour and not more than 25 miles per hour on a paved level surface.

(b) Each Golf Cart must be equipped with such motor vehicle equipment as is compliant with federal, state and local laws and regulations and as is appropriate for motor vehicle safety, including, at a minimum:

- (i) reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear;
- (ii) headlamps and tail lamps;
- (iii) Seat belt assembly for every seat conforming to federal laws;
- (iv) a roof;
- (v) an exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror; and
- (vi) a parking brake.

(c) Each Low Speed Vehicle must be equipped with such motor vehicle equipment as is compliant with federal, state and local laws and regulations and as is appropriate for motor vehicle safety, including, at a minimum:

- (i) headlamps,
- (ii) front and rear turn signal lamps,
- (iii) tail lamps,
- (iv) stop lamps,
- (v) reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear,
- (vi) an exterior mirror mounted on the driver's side of the vehicle and either an exterior mirror mounted on the passenger's side of the vehicle or an interior mirror,
- (vii) a parking brake,
- (viii) a windshield of AS-1 or AS-5 composition, that conforms to the American National Standard Institute's applicable Code,

- (ix) a VIN that conforms to the requirements of federal law,
- (x) valid license and registration with the City & County of Honolulu Department of Motor Vehicles, and
- (xi) a seat belt assembly conforming to federal law.

(d) All Golf Carts and Low Speed Vehicles must meet the following criteria:

- Condition: Must be in good condition, repair, and appearance. No rusty, dilapidated or otherwise decrepit equipment will be allowed. The acceptability of the appearance will be in the sole discretion of KOCA.
- Color: All colors must be approved in writing by KOCA.
- Logos/Graphics: No unauthorized logos or graphics.
- Flags/banners: No flags/banners affixed to any Golf Cart or Low Speed Vehicle.

No modifications of Golf Carts from factory/manufacturer's specifications, e.g., speed, suspension, or oversized tires are permitted. No modifications of Golf Cart or Low Speed Vehicles shall be allowed without the prior written approval of KOCA

(e) Each Golf Cart and Low Speed Vehicle must display a triangular slow moving vehicle emblem meeting ASAE Standard S276.2 as developed by the American Society of Agricultural Engineers, mounted on the rear of the vehicle base down and at a height of not less than 3 nor more than 5 feet from the ground to base.

### 3. Operators.

(a) All operators of Golf Carts and Low Speed Vehicles must be duly licensed in accordance with the laws of the State of Hawai'i to operate a passenger car or be exempt from such licensing requirements. The license must be carried on the operator at all times and shown to the Ko Olina Aloha Team (KAT) upon request.

(b) All Golf Carts and Low Speed Vehicles must be registered with KOCA and registration shall be renewed annually. Golf Carts and Low Speed Vehicles are not permitted to be rented. KOCA shall issue a decal that must be displayed on the front and rear of the any Golf Cart or Low Speed Vehicle. Modifying or defacing KOCA-issued Golf Cart and Low Speed Vehicle decals are prohibited.

(c) All operators must be a registered owner of the Golf Cart/Low Speed Vehicle and a KOCA Member or Tenant of a Unit or must be authorized in writing by KOCA.

(d) All operators must read, understand obey and sign:

- (i) A copy of these Rules acknowledging that they understand and will strictly obey the same,
- (ii) A waiver of liability, and
- (iii) An indemnification agreement.

(e) The owner of the Golf Cart or Low Speed Vehicle must provide proof of adequate liability insurance.

### 4. General Rules.

(a) Golf Carts and Low Speed Vehicles are not allowed on any Common Areas except

roadways, driveways and parking lots, unless authorized by KOCA.

(b) Golf Carts and Low Speed Vehicles shall be driven in a safe and cautious manner. Pedestrians shall always have the right of way. Operator must obey all traffic signs.

(c) Golf Carts and Low Speed Vehicles operated on any roadway shall be driven in the right-hand lane, or as close as practicable to the right-hand curb or edge of the roadway, exercising due care when passing a standing vehicle or one proceeding in the same direction, except in the following situations:

- (i) For a distance not to exceed 1,000 feet when preparing for a left hand turn at an intersection or into a private road or driveway, except where prohibited by traffic control devices; or
- (ii) When reasonably necessary to avoid conditions that make it unsafe to continue along the right-hand curb or on the edge of the roadway.

(d) Parking is allowed in designated areas only.

(e) Golf Carts and Low Speed Vehicles must always travel in a single file.

(f) A minimum safe following distance is at least three (3) cart lengths (about 20 to 25 feet). Under no circumstances is one cart allowed to push another.

(g) Golf Carts and Low Speed Vehicles must not carry more passengers than the designated capacity.

(h) The parking brake must be firmly set when parked.

(i) No loud music or ear phones are allowed on Golf Carts or Low Speed Vehicles.

(j) Hand signals must be used as follows:

- Left turn - Left arm straight out.
- Right turn - Left arm out and bent upwards at the elbow.
- Slow down or stop - Left arm out and bend down at the elbow.

(k) Before changing lanes, operators must visually confirm that the lane is clear of traffic. perform the correct hand signal and proceed.

(l) No Littering from Golf Carts or Low Speed Vehicles.

## 5. Miscellaneous.

(a) Violations. KAT may prohibit any operator from using the roadways of Ko Olina in the event KAT determines in its sole discretion that the severity and/or frequency of infractions justifies such action.

(b) Accidents. In case of an accident please notify 911 (emergencies) and KAT at 676- 6547 (routine). Please note all accidents involving personal injury or serious property damage should be reported to 911. KAT is not intended as a substitute for the appropriate emergency response agency.