

# MILILANI TOWN RULES



## MILILANI TOWN ASSOCIATION OFFICE AND RECREATION CENTER INFORMATION

95-303 Kaloapau Street  
Mililani, Hawaii 96789  
Phone: 623-7300  
Fax: 623-3474  
[www.mililanitown.org](http://www.mililanitown.org)

<b>Recreation Center I</b>	95-400 Ikaloa Street	Phone: 440-2601
<b>Recreation Center II</b>	94-300 Anania Drive	Phone: 440-2602
<b>Recreation Center III</b>	95-281 Kaloapau Street	Phone: 440-2603
<b>Recreation Center IV</b>	94-233 Makapipipi Street	Phone: 440-2604
<b>Recreation Center V</b>	95-1101 Ainamakua Drive	Phone: 440-2605
<b>Recreation Center VI</b>	95-1010 Konaku Street	Phone: 440-2606
<b>Recreation Center VII</b>	95-1333 Lehiwa Drive	Phone: 440-2607
<b>* Business Office VII</b>		Phone: 440-2608

### HOURS OF OPERATION:

#### **Administrative Office Hours:**

Monday - Friday: 8:00 a.m. - 4:30 p.m.  
(Payments accepted 8:00 a.m. - 4:00 p.m.)

#### **Closed Holidays:**

Dr. Martin Luther King, Jr. Day \* Presidents' Day \* Prince Kuhio Day  
Good Friday \* Memorial Day \* King Kamehameha Day \* Independence Day  
Admissions (Statehood) Day \* Labor Day \* Veterans' Day

#### **Recreation Center III Office Hours:**

Daily: 7:00 a.m. - 9:00 p.m.  
(Last transaction at 8:45 p.m.)

#### **Recreation Center VII Office Hours:**

Daily: 7:00 a.m. - 7:00 p.m.  
(Last transaction at 6:45 p.m.)

**Swimming Pool Hours:** (Changes seasonally; call Rec. Center III)

**Pickleball / Tennis Court Hours:** (Rec. Center III):

Daily: 7:00 a.m. - 9:00 p.m.

**ALL MTA FACILITIES CLOSED** on the following holidays:

New Year's Eve (1/2 Day) \* New Year's Day \* Easter Sunday  
Thanksgiving Day \* Christmas Eve (1/2 Day) \* Christmas Day

# DEFINITIONS

## A. DEFINITIONS

Except as modified in the MILILANI TOWN RULES the following definitions shall apply:

1. **Mililani Town Association** - Community Association designated as “MTA”.
2. **Homeowner** - any individual holding legal title to a MTA residence as recorded on the deed, in the individual’s name or as trustee. If the MTA residence is owned by a corporation, partnership, or other legal entity, the only persons who will be considered a homeowner are the persons who actually reside in the MTA residence and are authorized to act on behalf of the owner entity (such as an officer, a partner, a member, etc.).
3. **Household Member** - any person residing at the MTA residence that is not an owner, but resides in the home.
4. **Renter** - any resident lessee or tenant of a Mililani Town residence.
5. **Renter Household Member** - any person residing at the MTA residence listed as a Household member.
6. **Guest** - any person(s) accessing any MTA facility accompanying a Homeowner, Household Member, Renter or Renter Household Member with a valid MTA Membership Card.
7. **Houseguest** - any person temporarily residing at the MTA residence as an invitee of a Homeowner.
8. **MTA Recreation Center Member** - any Homeowner, Household Member, Renter, Renter Household Member or Houseguest who possesses a valid MTA Membership Card issued to said member.
9. **Residence** - lot or permanent home located within Mililani Town.
10. **General Manager** - shall be the person hired by the Board of Directors, or his/her designee in the absence of the General Manager.
11. **Open Swim** - recreational free swimming.
12. **Lap Swim** - continuously swimming the length of the pool.

# ID CARD POLICIES

## B. MTA MEMBERSHIP CARD REGULATIONS

To utilize the MTA Recreation Centers, and/or participate in MTA programs and classes, the individual must obtain a valid MTA Membership Card.

1. MTA Membership Cards will be issued only to Homeowners, Household Members, Renters, Renter Household Member and Houseguests residing at the MTA property. Renters must have a current “Transfer of Privilege” document on file with MTA. Proof of residency at the MTA property address may be required.
2. MTA Membership Card pictures can be taken at the Mililani Recreation Centers I, II, III, IV, VI, VII, the Business Offices at III & VII, and the Administrative Office, during their hours of operation.
3. An “Owner’s Membership Information” form must be completed and signed in the presence of an MTA employee at the Rec. III or VII Business Offices or at the Administrative Office. If unable to come in person to sign the form, the form must be notarized. Upon completion of updating the homeowner(s) file and receipt of applicable fees, the MTA Membership Card will be processed.
4. A driver’s license, State or Military ID is required to identify the member for processing the MTA Membership Card. A parent or guardian must accompany minors (17 years and younger) without a MTA Membership Card for the purpose of verifying the minor(s).
5. Completed MTA Membership Card may be picked-up either by the respective member or a member of the household.
6. The issued MTA Membership Card is the property of MTA. It is not transferable and can be recalled or canceled at any time without prior notice.
7. MTA Membership Cards become void if lost, stolen, upon expiration, upon sale of the MTA property, upon transfer of privileges or if replaced with another card. No refunds are allowed if cards are lost, stolen, transfer of privileges to Renters or if the MTA property is sold.
8. Privileges for the use of the MTA Recreation Center with the MTA Membership Cards are subject to the MILILANI TOWN RULES.

9. Misrepresentation of facts to obtain a MTA Membership Card or the use of said MTA Membership Card to obtain MTA Recreation Center privileges contrary to the rules as stated in the MILILANI TOWN RULES may result in the rescinding of MTA Membership Cards and/or suspension of privileges for the member(s) of the respective MTA property.

#### **“HOMEOWNER & RELATED MEMBER” CARD POLICY**

1. The homeowner must submit a signed “Owner’s Membership Information” form acknowledging that those listed are residing at the homeowner’s property address.
2. The MTA Membership Card shall be issued for a nominal fee to homeowners and applicable residents listed on the MTA property file.
3. Proof of residency at the MTA property address may be required.
4. Homeowner(s) must return all cards upon expiration, sale of the property or transfer of privileges to a renter.
5. The homeowner agrees that by assigning their rights to use Common Areas including recreational facilities at MTA to those residing with them, he/she agrees to accept liability for loss or damages to MTA resulting from such use.

#### **“RENTER & RELATED MEMBER” CARD POLICY**

1. The homeowner of a MTA property must submit a completed “Transfer of Privileges” form either in person or if homeowner is unable to come in person, the form will need to be notarized. A property management company listed in the MTA database may complete the “Transfer of Privilege” form for the homeowner. The homeowner is required to complete the “Homeowners Authorizing Property Management Company/Individual” to list the property management company with MTA. The property homeowner or agent must return all “Homeowner” or previously issued “Renter” membership cards issued for the property being leased. By doing so, the homeowner relinquishes all membership privileges to the MTA Recreation Centers and transfers said privileges to the designated Renter(s). MTA Membership Card will not be issued until all outstanding MTA Membership Cards previously issued have been returned to MTA.
2. MTA Membership Card shall be issued for a nominal fee.
3. MTA Membership Card shall be valid for one (1) year from the date of issue or the term of the rental lease agreement, whichever is shorter. All cards must be returned immediately upon expiration or termination of the rental lease agreement, whichever takes place first.
4. The homeowner or the homeowner’s authorized agent agrees that the homeowner shall be deemed to have assigned all the rights to use Common Areas including recreational facilities at MTA to the Renter(s), and agrees to accept liability for loss or damages to MTA resulting from such use.

#### **“HOUSEGUEST” CARD POLICY**

1. The homeowner (or if the property is managed by a property management company) must complete a “Owner Membership Information” form to temporarily add any “Houseguest” to the MTA property address file of the homeowner for “Houseguest” membership card privileges.
2. The homeowner will be assessed a nominal fee per “Houseguest”.
3. “Houseguest” card privileges shall be valid for not more than three (3) months or the duration of the continuous residence, whichever is shorter.
4. “Houseguest(s)” do not have privileges to invite guests into the MTA Recreation Centers.
5. The homeowner agrees that by assigning rights to use Common Areas including recreational facilities at MTA to the “Houseguest”, the homeowner agrees to accept liability for loss, damages or injury relating to such use.

#### **“GUEST” POLICY**

1. Guests must be accompanied by a MTA member with a valid MTA Membership Card to be admitted and to remain in MTA Recreation Centers. Any member who fails to remain on the premises with an invited guest shall forfeit all privilege to use the facility for the day and the guest(s) will be ejected from the premises.
2. Members are limited to four (4) guests per cardholder at any given time.
3. MTA member must pay a fee of \$10 per guest, for a one-day pass, good at any MTA Recreation Center. Passes are non-transferrable.

4. Guest passes may be purchased at the entrance to Recreation Centers I, II, III, IV, VI and VII with a Credit Card only. Cash and Credit Card transactions may be taken at Recreation Centers III and VII Business Offices, and at the Administrative Office.
5. Guests are not permitted to participate in any program/classes or MTA activities (unless waived by the General Manager), nor reserve or rent facilities, or check out MTA equipment or games.

## **RECREATION CENTER RULES**

### **C. RULES AND REGULATIONS REGARDING THE USE OF RECREATION CENTER FACILITIES**

1. Only bona fide MTA members with a current MTA Membership Card may use MTA facilities. Individuals shall present their issued MTA Membership Card and scan in when entering the Mililani Recreation Center.
2. Any person using the facilities agrees to abide by the MILILANI TOWN RULES and instructions of MTA staff on-duty as a condition of remaining on the premises.
3. Any person entering the premises does so at his own risk to his safety and to his personal property.
4. Any person entering the premises agrees not to hold MTA responsible for any loss or damage to any personal property brought on the premises, including property stored in any storage area or left in the possession of MTA staff.
5. Homeowners will be held financially liable for any MTA property that they, their household members, family members, renter, houseguest and guests damage, misplace, abuse or render unusable, except for damage due to normally anticipated wear and tear. No MTA property may be removed from the premises without the prior approval of the General Manager.
6. Homeowners and Renters are responsible for the safety and conduct of their guests and family members and are expected to utilize reasonable judgment in ensuring that such guests and family members are adequately and safely supervised at all times while on the Mililani Recreation Center premises.
7. No one may bring or allow any pets on the premises; provided, however, handicapped individuals who depend upon a guide dog, signal dog or other animal for assistance may be permitted to bring such animal onto the premises; provided further that no such animal shall be allowed in the swimming pool nor shall such animal cause a nuisance or create unreasonable disturbances.
8. Person using the facilities shall not threaten, intimidate, abuse or use any profane language against any other person while on the premises. Persons engaging in such conduct will be ejected from the premises immediately by the General Manager. The severity of the incident may result in the offender being denied use of the facility for a period of a minimum of 48 hours up to a period determined by the General Manager. (SEE Paragraph J: Enforcement Procedures).
9. Alcohol is prohibited in all recreational facilities and other common areas.
10. Gambling, illicit use of drugs, consumption of alcohol and smoking are prohibited on the MTA premises.
11. The Mililani Recreation Center premises shall be subject to use in strict accordance with its intended purpose, and no motorized vehicle or wheeled device such as scooters, shoes, motorcycles, motorbikes, skateboards, roller-skates, roller blades or bicycles (other than to and from the premise), shall be driven or ridden on the premises. Such motorized vehicles or wheeled devices such as scooters, motorcycles, motorbikes and bicycles shall be parked only in areas authorized by the General Manager. Any activity or use of equipment, which the General Manager deems injurious to the member(s) or damaging to property, is prohibited. Notwithstanding any other provision herein, this rule shall not prohibit persons with disabilities from using a motorized vehicle or wheeled device on the premises as reasonably necessary for the use and enjoyment of the premises.
12. Smoking is prohibited in all Mililani Recreation Center buildings in accordance with the Hawaii Smoke Free Law.
13. Commercial activity and soliciting on the Mililani Recreation Center premises is prohibited unless prior written approval has been obtained from the General Manager.
14. Loitering in the Mililani Recreation Center parking lot is prohibited.
15. Fees may be assessed to students or participants for certain classes and special activities. All fees, if any, are payable in advance.
16. Specific areas of the facilities may be closed for maintenance or repairs; pre-notice will be given when feasible.

17. Outdoor areas may be closed at the General Manager's discretion due to inclement weather.
18. The General Manager may waive any part of these rules for any supervised class or activity.
19. The General Manager or Board, at their discretion, may at any time change the hours of operation of the Common Areas and any portion thereof, including the recreation center facilities. The facilities schedule will be noted on-site and on MTA's website and app.

#### **D. RECREATION AREAS AND EQUIPMENT USE**

##### **General Rules**

1. Only MTA members with a valid MTA Membership Card are allowed to sign-up and play on the tennis courts, ping pong tables, pickleball courts, basketball and volleyball courts.
2. Equipment may be checked out or reserved only by MTA members with a current MTA Membership Card. MTA Membership Card must be exchanged for the equipment being checked out or reserved.
3. Reservation for equipment is done at the front desk. No player may sign up for any play time consecutively unless his/her allocated playing time has completely lapsed.
4. Tennis/Pickleball/Ping Pong/Basketball/Volleyball Courts are to be used on a first-come-first-serve available basis.
5. A single player must relinquish a court to two players or more upon request.
6. Only MTA management may reserve the tennis courts, pickleball courts, ping pong tables and/or volleyball and basketball courts for instructions or other activities.
7. Each set of players is responsible for ensuring the equipment being used is complete and undamaged before commencing play and verifying this again before returning the equipment or turning it over to the next set of players. Any discrepancies must be reported immediately to the front desk before commencing play.
8. The member checking out the equipment will be held financially liable for missing or damaged equipment.
9. MTA Membership Card will be returned to the member when equipment is returned.
10. MTA equipment is not to be removed from the premises without written approval from the General Manager.
11. Members may bring their own ping pong paddles and balls, tennis rackets and balls, pickleball paddles and balls, basketballs and volleyballs. All other recreational equipment must have written approval from the General Manager.
12. MTA is not responsible for loss or damage to personal equipment brought on to the premises.
13. Food and drinks are not permitted on or near the equipment.
14. Players must be cautious of other individuals within the playing area at all times.
15. Any person who refuses to conform to these rules shall be denied use of the courts for the day and repetition thereof shall result in suspension of use of the Mililani Recreation Center facilities for a period of a minimum of 48 hours up to a period to be determined by the General Manager. (See Paragraph J: Enforcement Procedures.

##### **Ping Pong Tables**

1. Yelling, profane language, spitting, smashing balls and hitting or banging on the ping pong tables is not allowed.
2. Playing time is limited to one (1) hour including warm-up. Players must surrender the table at the end of the one-hour period (or sooner if so desired) regardless of the stage of the match. Match can continue if there is no one on the waiting list to use a table.

##### **Basketball and Volleyball Court Rules**— Located in the gym at Rec. Center VII and outdoor basketball court at Rec. Center II.

1. Players may not intrude onto an occupied hoop/court without the invitation of the member(s) currently using the hoop/court.
2. No player may be denied an opportunity to play during open play.
3. The winning team may hold the court during open play. The losing team must rotate out to allow the next group waiting to play the winning team. Players waiting the longest are the next to play.
4. The following are prohibited in the basketball/volleyball court enclosure: food and drinks (except water in a non-breakable container), shoes with hard/dark soles, raised heels or cleats, animals, bicycles, skateboards,

skates, heelies, soccer balls, coolers, baby carriages, baby pens and loud music. This list is inclusive but not limited to other items deemed damaging to the court or distracting and/or hazardous to other players as determined by the General Manager.

5. Proper athletic shoes with non-marking soles must be worn at all times. Absolutely no bare feet or slippers.
6. Non-MTA sponsored/coached drills, clinics, league play or practices are prohibited unless authorized by the General Manager. Any such authorized activity will be allowed only if the gym is not in use, and must cease upon the request of any member(s) wishing to use the court.

### **Internet Café Rules**

1. The Internet Café is to be used only by MTA Members with a valid ID card, and their guests.
2. No parties, meetings, potlucks, gatherings or functions are allowed without prior approval from the General Manager.
3. Internet access via provided computers is available on a first-come, first-served basis.
4. A television is provided for viewing family friendly shows and sporting events. Only MTA staff may change the channel and adjust the volume.
5. Shave ice is not permitted in the Internet Café.
6. Furniture is for intended use only.
7. No furniture or equipment may be removed from the Internet Café.

### **Rec. 7 Covered Seating Rules**

1. The Outdoor Seating area is to be used only by MTA Members with a valid ID card, and their guests.
2. No parties, meetings, potlucks, gatherings or functions are allowed without prior approval from the General Manager.
3. Furniture is for intended use only.
4. No furniture or equipment may be removed from the Outdoor Seating Area.

### **Rec. 7 Pavilion Rules**

1. Pavilion(s) must be reserved and paid for in advance in order to use.
2. A maximum of twelve (12) people are allowed per pavilion.
3. No placing or dumping any waste or debris of any kind except in designated MTA trash receptacles.
4. No removing, damaging, destroying, or defacing any natural features, buildings or improvements.
5. No consuming, possessing, or distributing of alcoholic beverages or illegal drugs.
6. Fireworks of any kind are strictly prohibited.
7. Loud music or activities that disturb the peace of others is not allowed.
8. No tape allowed except for painter's tape.

### **Tennis Court Rules (Located at Rec. Center III)**

1. MTA will not supply members with tennis rackets or tennis balls.
2. Guests that accompany an MTA member must play on the same tennis court as that member.
3. Courts are to be used on a first-come-first-serve available basis. Courts may be reserved up to three days in advance.
4. Playing time is limited to one (1) hour including warm-up. Players must surrender the court at the end of the one-hour period (or sooner if so desired) regardless of the stage of the match. Match can continue if there is no one waiting to use a court.
5. No person may sign up for or use any court consecutively unless his/her allocated playing time has completely lapsed and no one is currently on the waiting list.
6. The following are prohibited in the tennis court enclosure: food and drinks (other than water in unbreakable containers), shoes with hard and/or black soles, raised heels or cleats, animals, bicycles, skateboards, skates, baby carriages, baby pens, shopping carts, any equipment (including tennis ball machines) unless authorized by MTA, loud music and any other item deemed damaging to the tennis court surface or distracting to other players by the General Manager.

### **Pickleball Court Rules (Located at Rec. Center III)**

Generally speaking, tennis court rules will apply to pickleball courts, with the following exceptions:

1. MTA will supply members with pickleball rackets and balls if available.
2. During times designated for Open Play and Advanced Play, courts may not be reserved. Courts are to be shared by all in attendance during Open and Advanced Play times.
3. During Open Play times, recreational play, inclusiveness, fun, and exercise are emphasized.
4. During Advanced Play times, competitive play, inclusiveness, fun, and exercise are emphasized.
5. Players shall relinquish the court immediately upon completion of their game when others are waiting to play.

## **SWIMMING POOL RULES**

### **E. SWIMMING POOL & WADING POOL RULES**

1. No one is allowed to use the swimming pool if a lifeguard is not on duty. The Mililani Recreation Center's swimming pool is closed unless a certified lifeguard authorized by the General Manager is on-duty.
2. Only children less than 42 inches high may use the Wading Pool.
3. Any person using or entering into the Swimming Pool and Wading Pool Area does so at his/her own risk.
4. Swimming, walking, aqua jogging, and exercising while traveling the length of the pool is the only activity permitted during the designated "Lap Swim" hours; Open Swim is prohibited during this time. If all lanes are in use, swimmers may be asked to "circle swim".
5. A 15-minute break will be taken each hour on the hour during "Lifeguard on Duty" hours. Only lap-swimming will be allowed during this time provided the lifeguard is on the pool deck. Swimmers are encouraged to use the restroom during the pool-break period as well as before entering the pool.
6. Complete showering is REQUIRED before swimming.
7. Use of the pool by persons wearing bandages or who have open wounds is prohibited.
8. NO running, rough-housing, shoving or unreasonable noise allowed in the pool area, showers or dressing rooms.
9. Spitting, spouting of water, blowing the nose, etc. are unsanitary and therefore, are NOT allowed in the swimming pool. MTA reserves the right for its staff personnel to use their discretion in prohibiting any act or conduct by a member and/or guest that may be potentially harmful to themselves, others or property.
10. Kickboards, face masks (made of tempered glass), snorkels, fins, pull buoys shall be permitted only during scheduled Lap Swim Hours but at the discretion of the lifeguard on duty.
11. Recreation equipment, rings, balls, toys, inflatable and other floatation and swim-aid devices are not permitted in the pool except under the supervision of a qualified instructor approved by the General Manager or by written exception from the General Manager. The lifeguard shall at his/her discretion, determine whether pool conditions allow for the safe use of the permitted device(s) without jeopardizing the health and safety/inconvenience of other swimmers.
12. Patrons are 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. Mililani Town Association does not assume any responsibility or liability for supervising children.
13. G-strings/thongs, walking shorts, cut-off shorts, pants or street clothes are not permitted as substitutes for normal swimming suit apparel.
14. "Bombing", back dives, somersaults and twists into the pool are not permitted by swimmers. Only front dives and jumps are permitted. NO diving is allowed in the shallow end of the pool or where signs are posted prohibiting diving.
15. Any person using the Swimming Pool and/or Wading Pool who is incontinent, i.e. unable to control urination or defecation or not toilet trained, must wear swim diapers or snug plastic or rubber waterproof pants with elastic bands around legs and waist. Disposable diapers are prohibited.
16. Loitering or sitting on or around the lifeguard chair is not permitted.
17. Holding or hanging onto lifeline ropes and/or lane lines is not permitted.
18. Rescue apparatus, e.g. ring-buoy, shepherd's crook, rescue tube and rescue board are to be used by authorized trained personnel.

19. The lifeguard is authorized to eject any violator of the above swimming pool rules from the pool area. Suspension of pool privileges may be imposed by the General Manager against repeat offenders. (SEE Paragraph J: Enforcement Procedures).
20. Portions of or an entire swimming pool may be closed during scheduled classes and special events conducted or sponsored by MTA.
21. Alcohol is prohibited in pool areas.

#### **F. RULES FOR FLOATATION TUBES AND POOL TOYS AT RECREATION CENTERS 3 AND 4**

1. Floatation tubes and pool toys are permitted only at Recreation Centers 3 and 4. All other rules of the Mililani Town Association apply.
2. Only floatation tubes and pool toys provided by Mililani Town Association are allowed unless authorized by the General Manager.
3. No one is allowed to use floatation tubes and/or pool toys if there are less than 2 certified lifeguards on-duty.
4. FLOATATION DEVICES ARE NOT LIFE SAVING DEVICES and are not a substitute for the close supervision of non-swimmers and weak swimmers.
5. To use floatation tubes, patrons under 12 years of age must take a swim test given by the lifeguard on duty. The swim tests consist of swimming continuous freestyle (front crawl) across the width of the pool. Upon completion and at the lifeguard's discretion, patrons will receive a wrist band to allow usage of floatation tubes. Wrist bands must be worn at all times.
6. Patrons under 12 years of age must take a swim test everyday upon usage of floatation tubes.
7. Patrons less than 12 years of age who DO NOT pass or choose not to take the swim test must be accompanied by a responsible, competent person at all times to use floatation tubes. The responsible person must pass the swim test and must be present in the water at all times, not more than 2 arm lengths away and in constant visible sight while patrons are using floatation tubes.
8. Patrons are 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. Mililani Town Association does not assume any responsibility or liability for supervising children.
9. Floatation tubes and toys may be used based upon availability.
10. Limit one floatation tube and/or pool toy per patron unless permission is given by the lifeguard at the time.
11. No holding or reserving floatation tubes and/or pool toys for patrons who are not present. If you are no longer physically in the pool water, you will lose priority of the floatation tube and/or pool toy until another one is available.
12. All floatation tubes and pool toys must be returned to the lifeguard and/or designated area at the beginning of every pool break.
13. The lifeguard is authorized to revoke usage of floatation tubes and pool toys. Suspension of pool privileges may be imposed by the General Manager for violation of pool rules.
14. These floatation device rules do not apply to any other Recreation Centers.

#### **G. SPA**

1. HOURS OF OPERATION: A 15-minute break will be taken each hour on the hour during "Lifeguard on Duty" hours.
2. WHO MAY USE THE SPA: All MTA members and their guests age 12 and older may use the spa. Children ages 4 years to 11 years old may use the spa only when accompanied by an adult. ALL MEMBERS USING THE SPA ARE REQUIRED TO TAKE A CLEANSING SHOWER BEFORE ENTERING THE SPA.
3. WHO MAY NOT USE THE SPA: Children under four (4) years of age must not at any time use the spa. Persons wearing bandages or who have open wounds will not be permitted to use the spa.
4. PURPOSE OF THE SPA: The spa is not a "hot tub". It is a "spa" and its purpose is for use with the jets on. A patron may use the spa without the jets on but must yield to the wishes of any patrons wishing to use the spa with the jets on as intended.

## **WARNING**

- Pregnant women are advised to check with their doctor before using the spa. **There is a risk of birth defects if the body temperature is elevated above 102 degrees.**
- The temperature of the spa water will be regulated to be at a range between 95-104 degrees (F).
- The spa should not be utilized for any period exceeding 15 minutes in any one hour.  
**Long exposure may result in nausea, dizziness or fainting.**
- The spa should not be utilized immediately after consumption of alcohol.
- Members who are using anti-coagulants, anti-histamine, vasoconstrictors, vasodilators, stimulants, hypnotic, narcotics or tranquilizers should refrain from using the spa.
- Members suffering from heart disease, diabetes and high or low blood pressure are advised to check with their doctor before using the spa.

## **H. WATERSLIDE RULES (Located at Rec. D)**

1. All riders must read and obey these slide rules.
2. All riders shall obey all instructions given by pool staff.
3. All riders must be able to swim freestyle the width of the pool and pass the swim test administered by the lifeguard on duty.
4. All riders must ride the slide feet first, lying down on their backs. Sitting up while riding or riding head first is prohibited.
5. All riders must be at least 4 years of age and 48” tall to ride.
6. The weight limit of the slide is a maximum of 250 pounds per rider.
7. Only one rider is permitted in the slide tube at a time. No double riders.
8. Do not use any clothing on the slide other than the usual swimwear.
9. Swim wear with exposed zippers, buckles, rivets or metal ornamentation is not permitted.
10. Goggles and face masks are not permitted on the slide.
11. No swimming or floatation devices are allowed on the slide.
12. Hold on to handrails while climbing staircase.
13. No horse playing on the slide.
14. Riders must wait for the signal from the slide attendant before proceeding down the slide.
15. Possession of any glass, bottle or food on the slide is prohibited.
16. Wearing bracelets, watches or other jewelry on the slide is prohibited.
17. Riders may not sit up, dive, rotate or stop in the slide.
18. Riders may not block the end of the slides.
19. At the end of the slide, riders must obey all instructions from the pool staff and exit quickly.
20. CAUTION: Pregnant women and persons with heart conditions or back trouble cannot use the slide.
21. Rider ride at their own risk.

# **PROGRAMS/CLASSES**

## **I. PROGRAMS & CLASSES**

1. All programs and classes, whether association-conducted or association-sponsored, are primarily for MTA members with current MTA Membership Cards.
2. Non-MTA members must be sponsored by a MTA member participating in the same Independent Contract class. An MTA member may sponsor only one (1) non-member into a program/class. Enrollment in a program/class by non-MTA members must not exceed 15% of the total enrollment. Non-MTA members may not register for a class until a week after enrollment opens, to ensure MTA members get to sign up first.
3. Fees will be assessed when appropriate and will be due prior to commencement of any program or class.
4. Unauthorized registration by a non-member into a MTA program/class will result in complete forfeiture of any fees paid with no refund and immediate prohibition from participating in the program/class for which he/she is registered. Any member participating in the deception will be penalized including, but not limited to, suspension from participating in MTA conducted or sponsored activities.

5. Association-Conducted Programs, e.g. special events and a variety of classes for all ages, etc. are activities conducted by the association staff, the operations of which have direct accountability to the General Manager. Association-Sponsored Programs, e.g. scouts, judo, kenpo, exercise, tennis lessons, etc. are conducted by independent contractors that only rent or use the facility for their purpose and for which the Association has no direct control.
6. All Association-Sponsored, Fee-for-Service Independent Contractors will be assessed a rental fee and may be required to obtain liability insurance. The Board of Directors may require additional insurance coverage based on the nature of the group's activities and, at its discretion, also require specific Association-Sponsored, Non-Profit Groups to be similarly insured as it deems necessary based on the group's intended activities.

## **ENFORCEMENT PROCEDURES**

### **J. ENFORCEMENT PROCEDURES**

1. Violation of any of the "MILILANI TOWN RULES" while using any of the Mililani Recreation Centers will result in two verbal warnings before being ejected from the premises. The individual will be refused Recreation Center use privileges for a period of 48 hours. Any activity that is dangerous to an individual or others and/or illegal will not require any warning and will result in immediate ejection from the premises. (If the individual refuses to vacate the premises as requested, HPD will be summoned and the violator charged with "trespassing").
2. The member's MTA Membership I.D. Card will be withheld for the duration of the suspension. If the violator is a guest, the sponsoring member's MTA Membership I.D. Card will be withheld and he too will be suspended. The member may retrieve his card at the Recreation Center III office upon completion of the suspension period.
3. A letter will be sent to the violator (or to the parents if the violator is a minor) reiterating the violation and the subsequent penalties imposed.
4. Any repetition of the same violation will not require warning before being ejected from the premises. Additional penalties imposed may be more severe including, but not limited to, suspension of all privileges for a longer period as determined by the General Manager (Note: Suspensions and penalties may not necessarily be for the same rule violation).
5. A violator who is facing a suspension of Recreation Center use privileges for longer than 48 hours may appeal the suspension to the General Manager by requesting an appointment during normal business hours. On or before the meeting with the General Manager, the violator should provide a written statement explaining why the violator believes that no violation exists or the suspension is not justified, including the names and addresses of any witnesses and written statements from witnesses, if available. The General Manager shall decide on the duration of the suspension after meeting with the violator and considering the documentation provided by the violator.
6. A homeowner that refuses to honor the suspension imposed may have a temporary restraining order (TRO) issued by the Association against the homeowner. Any legal fees and court costs related to such action shall be assessed to the homeowner as authorized by the Mililani Town DCCR.
7. The member may appeal the charges and penalties imposed on him by submitting a written appeal, no later than ten (10) days from the date of the imposed charges and/or penalties, to the Board of Directors.

## **COMPUTER/INTERNET/WIFI RULES**

### **K. USER OBLIGATIONS AND LIMITATIONS**

The Hotspot is intended to be used in a fair and "community-minded" manner. To this end, Mililani Town Association may, in its absolute and sole discretion, limit or block certain websites and/or content that you may seek to access while using the Hotspot. Without limiting its rights, Mililani Town Association may block or limit access to websites and/or content that Mililani Town Association considers is not "family friendly" or may bring negative exposure or harm to Mililani Town Association's reputation. This includes but is not limited to websites

and/or content that:

- could cause Mililani Town Association to be in breach of any law, code or instrument which governs its conduct or to incur a liability to any third person or entity;
- could interfere with the integrity and/or performance of the Hotspot or Mililani Town Association's other networks or equipment;
- depicts, alludes to or promotes offensive or illegal behavior;
- is patently offensive or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter or which may contain links to adult websites;
- promotes conduct that is abusive, threatening, obscene, defamatory or libelous;
- promotes an illegal or unauthorized copy of another person's copyrighted work (including but not limited to file sharing applications such as mp3rocket, uTorrent, Napster or any other Bit-Torrent or peer to peer applications);
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging or "spamming";
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or personal information; or
- Uses sexually suggestive imagery or any other inappropriate, misleading or deceptive content.

Furthermore, Mililani Town Association may immediately terminate and block your access to the Hotspot if you access or use the Hotspot in contravention of these Terms & Conditions, attempt to manipulate or bypass any limitations of the Hotspot by any means or behave in a vexatious, illegal, inappropriate, or unsociable manner. Access to and use of websites and/or content is also subject to such websites and/or content passing through the firewalls, anti-virus and other managed security systems prior to the Internet pages being delivered to your wireless enabled device, and which are determined and set in Mililani Town Association's sole discretion.

## **FACILITY RENTALS**

### **L. MEETING ROOMS & FACILITY RENTALS**

1. Rooms used for meetings and activities are reserved on a priority basis for MTA Board and Committees, MTA-conducted activities, and MTA-sponsored groups, in that order.
2. Meetings are to be conducted within the normal operating (office) hours unless an exception is made by the General Manager. A rental fee may be assessed to non-MTA-sponsored organizations.
3. Only MTA members may rent the facilities for a private function. A member who loses/rescinds/transfers his Mililani Recreation Center membership privileges because of sale of his property, termination of tenant lease, etc., also voids his facility rental privileges regardless of a signed MTA Rental Agreement. Information regarding the facilities available for rent, rental day/hours, rental rates, etc., may be obtained from the Administration Office.
4. "Homeowner(s)" or "Tenants" with a valid Transfer of Privileges Form on file may make a reservation up to one (1) year in advance but not less than 30 days from the desired date, on a first-come, first-serve basis. Only one reservation may be made per day per household. Tenant's privileges must be good through the intended party date.
5. A "MTA Rental Agreement For Use of Recreation Center Facilities", must be completed and submitted along

with the required rental fee amount in full for each application before a rental reservation can be considered. A reservation is confirmed only after the General Manager has signed the Rental Agreement form.

6. Any cancellations of a rental must be submitted in writing. Changing the date, time and/or location of a reservation is considered a cancellation and cancellation fees will be assessed. A \$25 cancellation fee will be deducted from the hall rental payment and the balance refunded if the cancellation notice is received 120 days or more before the scheduled date of the activity. \$100 from the hall rental payment will be retained if cancellation notice is received by MTA between 120 days to 31 days from the scheduled date of the activity. Cancellation notice received 30 days or less will forfeit \$250 of the hall rental payment. Cancellation of a pool party due to inclement weather will be accepted with full refund provided such notice is given to MTA no later than 10:00 a.m. on the day of the rental. Pro-rata refund will be given if the Lifeguard cancels the pool rental in progress due to inclement weather. Pool cancellations: 120 days or more - \$25; 120-31 days - \$50; 30 days or less - \$100.
7. All vendors require prior approval by MTA. Insurance coverage naming MTA as an “additional insured” for at least \$1,000,000 is required. An Indemnification Agreement form is also required and must be signed by the person listed on the hall rental contract. All paperwork must be submitted to MTA at least 30 days prior to the date of the event. Party machines are prohibited at Recreation Center 2, 4 and 7.
8. All “exceptions” must be submitted in writing no later than 30 days before the date of the activity to be considered for approval, otherwise the request will be denied if accommodations cannot be met.
9. All Renters and other persons using the facilities shall comply with the Mililani Town Association Facility Rental Rules.

## COMMON AREA RULES

### M. RULES AND REGULATIONS REGARDING THE USE OF THE MTA COMMON AREAS

The following conduct and/or activities are strictly prohibited:

1. Placing or dumping any waste or debris of any kind in the Common Areas except in marked MTA trash receptacles.
2. Planting, maintaining and/or cutting any tree, shrub, or other vegetation in the Common Areas.
3. Making any modifications to and/or performing any work on MTA Common Area without MTA permission.
4. Altering the drainage from your lot to flow into MTA Common Area without MTA permission.

For safety reasons, the MTA Common Area consisting of undeveloped land adjacent to the perimeter lots within Mililani are closed to everyone except for authorized MTA personnel. Anyone in these undeveloped Common Areas or assisting others to be in these undeveloped Common Areas are subject to prosecution for trespass.

### Open Grass/Park Rules (non-perimeter)

1. The parks are for use only by bona fide members of the Mililani Town Association and their invited guests. Unauthorized individuals using the parks may be prosecuted for trespassing.
2. No removing, damaging, destroying or defacing any natural features, buildings or improvements.
3. No organized sports activities (baseball, soccer, football, etc.) are allowed without the express written approval of the MTA General Manager.
4. Golfing, gas operated toys, drones, firearms, darts, grass-sliding; archery or motorized vehicles are not permitted in the parks. Notwithstanding any other provision herein, this rule shall not prohibit persons with disabilities from using a motorized vehicle or wheeled device on the site as reasonably necessary for the use and enjoyment of the premises.
5. No consuming, possessing, or distributing of alcoholic beverages and illegal drugs.
6. No planting, maintaining, damaging and/or cutting of any trees, shrubs, or other vegetation.
7. Picnicking is permitted. Groups larger than 15 people require a permit from the MTA General Manager. Cooking and/or outdoor fires are not allowed. Trash must be removed by picnickers.
8. Fireworks of any kind are strictly prohibited in parks.
9. No placing or dumping any waste or debris of any kind except in designated MTA trash receptacles.

10. The parks are open daily from sunrise to sunset. No evening use is allowed without the written approval of the MTA General Manager.
11. The parks may be closed without prior notice for maintenance or for Association activities.
12. Persons using the parks or equipment located in the parks do so at their own risk to safety and personal property. Much of the area is in its natural condition. There is no lighting. Portions of some pathways are near steep slopes. Depending on the weather, the pathways may be very slippery.

### **Ku'ulako Tot-Lot Rules**

1. The Tot-Lot is available during daylight hours only.
2. Adult supervision recommended.
3. Play equipment is designed for use by children ages 5-12 years of age.
4. Smoking is prohibited.

### **Waena Walkway Rules**

1. No placing or dumping any waste or debris of any kind except in designated MTA trash receptacles.
2. No Loitering.
3. No removing, damaging, destroying, or defacing any natural features, buildings or improvements.
4. No consuming, possessing, or distributing of alcoholic beverages or illegal drugs.
5. Fireworks of any kind are strictly prohibited.
6. No disturbing the peace of others by violent or offensive conduct, or by loud or unusual noises, or by profane vulgar and obscene language.
7. The walkway is closed daily from 6:00 pm until 7:00 am.

### **Kamehameha Highway Tunnel Rules**

1. No placing or dumping any waste or debris of any kind except in designated MTA trash receptacles.
2. No Loitering.
3. No removing, damaging, destroying, or defacing any natural features, buildings or improvements.
4. No consuming, possessing, or distributing of alcoholic beverages or illegal drugs.
5. Fireworks of any kind are strictly prohibited.
6. No disturbing the peace of others by violent or offensive conduct, or by loud or unusual noises, or by profane vulgar and obscene language.
7. No camping or residing overnight in the tunnel.

### **State of Emergency**

During a state of emergency such as a natural disaster or pandemic, the General Manager or Board, at their discretion, may close or restrict access to the Common Areas (including the recreation center facilities), amend these rules, or adopt additional or superseding rules governing the use of the Common Areas. All persons using the Common Areas shall strictly comply with such rules and may be prohibited from using the Common Areas for failure to comply with such rules.

## **COVENANTS RULES**

### **N. CLARIFYING RULES**

#### **Clothes Drying Area:**

Per Article III, Section 3.02 (m) "...no outside clothes lines or other outside clothes drying or airing facilities shall be permitted except within a fenced service yard and not visible from neighboring property." Additionally, per HRS Section 196-8.5, "[private entities such as MTA] may adopt rules that reasonably restrict the placement and use of clotheslines for the purpose of drying clothes on the premises of any single-family residential dwelling or townhouse..."

An outside clothesline or other outside clothes drying or airing facilities shall be permitted within a fenced yard, not visible from the street, and not to exceed six feet (6') in height.

Drying Structure. The Owner may remove the huna muumuu (drying structure) constructed with original dwelling provided alternate accommodations shall be made for drying or airing clothes that are not visible from the street or neighboring properties.

### **Landscaping and Greenscaping:**

Per Article III, Section 3.02(d), “Each lot and any and all improvements from time to time located thereon shall be maintained by the Owner thereof in good and clean condition...”

The Owner of a new dwelling shall commence landscaping the lot and thereafter satisfactorily maintain the completed landscaping in accordance with the requirements listed below:

- Front Yard and Curb-Line Planting Strip. The front yard and planting strip(s) between the sidewalk and the street or curb line shall be completely landscaped within one (1) year of taking occupancy of a new residence.
- Remaining Areas. The remaining grounds of the lot shall be landscaped within two (2) years after occupancy.
- Completed Landscaping. The General Manager or his/her designee shall decide what constitutes “completed landscaping”. As a minimum, this shall include grading, weeding (removal of all noxious weeds and vegetation), soil preparation, finished seeding or planting of a suitable ground cover, and the planting or emplacement of customary plant and, as an option, non-plant landscaping materials.
- Maintenance of Landscaping. All landscaped areas shall be maintained in a good and clean condition.
- Corner Lots. Lots fronting on two streets shall be landscaped along both frontages including any planting strips between the curb and sidewalk along both streets.
- Easement Areas. Owners of properties with easements containing Hawaiian Electric Co., Inc. (HECO) electrical junction boxes are therein responsible for insuring that the junction box area is kept in a good and clean condition.
- Good and Clean Condition. What constitutes a "good and clean condition" as it pertains to the maintenance of completed landscaping on any lot shall be determined by the good judgment of the General Manager.
- Vegetable Gardens. Vegetable gardens are not acceptable as landscaping in front yards and planting strips located along any adjoining street.
- Trees in Curb-Line Planting Strips. Trees planted in the curb-line planting strips, adjacent to public streets, are subject to the rules of the City and County of Honolulu.
- Home Developments Located in Mililani Mauka Areas. There may be additional requirements for landscaping provided by a separate Declaration of Covenants or Deed restriction received at time of purchase that must be followed.
- Single Family Home Developments Located in Zero Lot Line (ZLL) Areas. Areas to be landscaped are to follow the restricted guidance as provided by the separate Declaration of Covenants or Deed received at time of purchase.

### **Recreational/Sports/Play/Exercise Equipment:**

Article III, Section 3.02 (m) of the Declaration of Covenants, Conditions and Restrictions (DCC&R) prohibits the placement of personal property, (including recreational, sports, play or exercise equipment) on a lot so as to be “visible from neighboring property” if not in active use.

Article I of the DCC&R defines “visible from neighboring property” as any object or activity that would be in any line of sight originating from any point six feet (6’) above any adjoining property... including common area and streets.

Type of Equipment. This includes, but is not limited to, batting cages, soccer nets, golf nets, wood structures, portable basketball hoops, exercise equipment and trampolines.

Note: Structures that fall within the requirements of the Design Committee Rules must receive approval prior to installation (i.e. swing set/play structure, permanent mounted basketball hoop).

When Not In Use. All recreational/sports/play/exercise equipment shall be stored in an enclosed garage or other location not visible from the street after use so as not to be visible from the street or neighboring property.

## **FAIR HOUSING**

### **O. NON-DISCRIMINATION POLICY**

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, MTA 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 Act. When providing services and facilities or enforcing the rules at the project, MTA will not allow discrimination, except as permitted by law. In particular, MTA will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association’s rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. 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.
4. 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.

The General Manager and Board will suspend any requirement of MTA rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to a lot or the common areas; or an exemption from the rules because of a disability, MTA may 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 General Manager if you have any questions.

### **P. POLICY AGAINST HARASSMENT**

1. MTA seeks to promote reasonable use and enjoyment of the community without discrimination or harassment because of one’s race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any

other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

2. Any incident of discrimination or harassment should be reported to the General Manager, his/her designee, or any person in MTA's management. MTA will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.
3. A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.
4. One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.
5. Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.
6. Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an MTA employee, vendor, or director should bring the matter to the immediate attention of the General Manager. Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by the General Manager should bring the matter to the immediate attention of the Board President. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.
7. MTA expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.