

KUKILAKILA COMMUNITY ASSOCIATION

House Rules

Effective August 1, 2021

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INTRODUCTION

The KUKILAKILA COMMUNITY ASSOCIATION ("Association") is a planned community association organized pursuant to the Hawaii Revised Statutes. These House Rules are authorized by Article X, Section 1, of the Association By-laws and by Article III, Section 3(f) of the Association's Declaration of Covenants, Conditions and Restrictions ("Declaration").

These House Rules form part of the project documents which govern the Association. The Declaration is superior to the Bylaws and these House Rules. The Bylaws are superior to these House Rules. In the event of a conflict, the superior document controls. The Declaration and By-Laws are sometimes referred to collectively herein as the "Project Documents."

These House Rules serve to assist the Board of Directors ("Board") regarding the operation and use of the common area and facilities and the governance of the Project. They shall not be construed to limit or restrict the authority of the Board. Strict compliance with the provisions of the Declaration, the Bylaws and these House Rules is required by law.

GENERAL

1. These House Rules shall always be interpreted to comply with any and all applicable laws. Any provision of these House Rules that may be in conflict with present law and/or with law that becomes applicable after the effective date of these House Rules shall not be enforced, other than as may be permitted by law.

2. These House Rules apply to all persons who enter upon and/or use Association property in any way. This includes, but is not limited to, unit owners, tenants, guests and all others who reside at or come to the Kukilakila Community Association premises ("Project") for any reason.

3. All persons are responsible for their own conduct. Unit owners are responsible for the conduct of their guests, tenants and all other persons who reside in or who are connected with their unit. Tenants are responsible for the conduct of their guests and all other persons whom they invite, permit or suffer to reside with them and/or to come onto the Project. Conduct includes violations.

4. Every person responsible for any conduct shall:

A. be jointly and severally liable to the Association for; and

B. defend, indemnify and hold the Association harmless from and on account of:

any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the conduct. This includes, but is not limited to, the costs of enforcement. Other rules herein which are to similar effect are supplementary. They shall not be interpreted to limit, diminish or alter the generality or application of this rule.

5. The Association shall have standing to enforce these House Rules against any person to whom they apply.

6. The terms and provisions of applicable law, the Declaration and the Bylaws are incorporated herein by reference. The persons to whom these House Rules apply are responsible for reading and understanding those documents.

7. Requests for exemption from compliance with the Project Documents and/or for accommodations permitted or required by the Fair Housing Act and/or other applicable laws may be presented to the Managing Agent or to the Board.

8. The Managing Agent serves as an agent of the Board with respect to the enforcement of the Project Documents. Any violation of these House Rules should be promptly reported to the Managing Agent and/or to the Site/Resident Manager.

9. If any of these House Rules is held to be void and/or unenforceable, in whole or in part, then the remainder of the rules shall remain in full force and effect.

10. The Board is entitled to exercise its reasonable discretion in considering and/or deciding whether take any action or to grant or deny any approval or consent which is permitted or required.

11. These House Rules may be interpreted and/or amended by the Board from time to time in any reasonable manner.

USE OF PROJECT

1. The Project is a residential planned community association complex to be used for residential purposes.

2. Limited commercial and/or business activities may be carried on in or out of any unit, in the reasonable discretion of the Board: that are not detectable by sight, sound or smell from outside the unit; that comply with all applicable governmental requirements, including zoning and permitting requirements; that do not involve non-residents coming to the Project; that do not include the sale, or offer for sale, of goods to the public from any unit or from anywhere at the Project; that is covered by liability insurance; that does not affect the Association's eligibility for insurance or its insurance premiums; that does not subject the unit or the Project to the Americans with Disabilities Act or other laws regulating commerce; that is consistent

with the residential character of the Project and does not otherwise violate any of the Project Documents.

3. No solicitation of goods or services shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a provider of goods and/or services to the resident's unit.

4. No solicitation to participate in or to contribute to any religious organization or activity shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a representative of a religious organization to the resident's unit.

5. Criminal conduct of every kind and/or nature is prohibited.

6. Guests shall be accompanied by an owner or tenant of the Project when using common areas and/or facilities.

7. The right to use common areas and facilities is limited to residents and their guests. Thus, for example, owners who rent their unit to others, and do not reside at the Project, may not use the pool/recreation area, the boat ramp, the sport court or the parking areas.

8. Residents shall be liable to the Association for any act or omission that would cause or contribute to the potential cancellation or invalidation of the Association's insurance and/or that would in any way increase the premiums to be paid for such insurance.

QUIET ENJOYMENT

1. Nuisances of every kind and/or nature are prohibited.

2. No person shall permit or cause any sound or noise, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person. Sounds or noise audible outside of a unit between 10:00 p.m. and 7:00 a.m., in particular, may be presumed to unreasonably interfere with the rights, comfort or convenience of others; except that on

Fridays, Saturdays and evenings preceding established state and federal holidays, that presumption shall begin at midnight and end at 8:00 a.m. (10:00 a.m. on Sunday). Noise abatement measures, such as keeping doors (including garage doors) closed when noisy activities occur, should be taken at all times.

3. No person shall permit or cause any smell or odor, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.

4. No person shall engage in any behavior which unreasonably interferes with the rights, comfort or convenience of any other person.

ASSOCIATION EMPLOYEES AND AGENTS

1. No Association employee or agent shall be asked to perform any personal task by or for any person. Among other things, this means that the Association, its employees and agents are not responsible:

A. to do any work within any unit, except work on areas the Association is responsible to maintain (upon instruction of the Board or Managing Agent);

B. to discover, receive and/or transmit any message, thing, article, package, parcel, key or the like from or to any person; or

C. to transact any private business or favor for any person.

RENTALS

1. Any unit owner or tenant who rents or otherwise permits occupancy of a unit shall give a copy of these House Rules to every tenant and/or occupant; and is responsible for assuring the completion of the registration process by their tenants. Registration includes providing such identifying, contact and other information as the Board may reasonably require from time to time.

2. Every owner who leases or rents out a unit shall provide a copy of the lease or rental agreement to the Association's Managing Agent within ten days after the beginning of the rental or lease term. All occupants of the unit shall be identified on the lease or rental agreement.

3. Every owner who does not live on Oahu, and who leases or rents out a unit, shall advise the Association's Managing Agent of the name, address and telephone number of the owner's Oahu agent within ten days after the beginning of the rental or lease term.

4. Every owner who employs or uses the services of an agent, including those referred to in the immediately preceding rule, shall provide a copy of the instrument authorizing the agent to act on the owner's behalf, to the Managing Agent, within ten days after the agency is established or becomes applicable to property at the Project.

5. A unit owner shall evict any tenant whom the Board reasonably determines to be undesirable, based on violations of the Project Documents, upon written demand to the owner from the Board. Such eviction shall be by the most expeditious means legally available, and no compensation shall be due to any owner or tenant for any loss,

liability, damage, expense, attorneys' fee and/or cost incurred by the unit owner or tenant. This provision is without prejudice to the Association's right to initiate eviction proceedings or to otherwise exercise any of the landlord's rights, as may be allowed by law.

6. Any unit owner who rents a unit is liable to the Association for any and all losses, liability, damages, expenses, attorneys' fees and/or costs incurred by the Association in connection with any act and/or omission of a tenant and/or of any person whose conduct an owner is responsible for. The tenant and/or other person shall be jointly and severally liable.

7. No lease or rental agreement shall be for a period of less than thirty days. The units shall not be used for transient accommodations or for hotel purposes.

8. Residents shall inform the Site/Resident Manager in advance of any expected absences from the Project that will exceed forty-eight hours, even if some other person will be present in the unit during that period. The failure to provide necessary contact information to enable Association access to a unit may result in forced entry into the unit in the event of an emergency or other time-sensitive circumstance.

9. Owners shall recover any and all keys to the pool/recreation area from tenants by no later than the end of the rental or lease term.

EXTERIORS AND COMMON AREAS

1. Exterior areas shall be kept clean, neat, uncluttered and sanitary. Upon written request from the Board, objects or things which the Board reasonably determines to be unsightly or otherwise objectionable shall be removed and kept from exterior areas, including lanais. Lanais shall not be used for storage.

2. Clothes, laundry and other things shall not be hung on lanais, doorways or windows if visible to persons outside of the unit.

3. Torn, worn or frayed door or window screens (or other coverings) shall be removed and replaced upon written request of the Board.

4. Cleaning, sweeping, mopping, watering and/or other activities done on lanais or other exterior areas shall be done in a manner which does not cause dust, debris, runoff or any nuisance or damage.

5. Prior written consent from the Board is required before installation of any air conditioning unit, awning, shade or other object or thing which will project or protrude outside of a unit and/or which will be attached to any common area.

6. All water discharges from any air conditioner shall be captured in an adequate container so that such discharges shall not come in contact with any common area or other unit.
7. The color of drapes, curtains and/or of any other window treatment, visible from outside of a unit, shall be white or off-white, except that wooden blinds may be of a natural finish.
8. Garage doors shall be kept closed at all times when not in active use. Solid doors between the garage and living space shall not be penetrated, altered or removed.
9. Wild birds shall not be fed from any unit or on or from any common area.
10. To the greatest extent allowed by law, antennas are prohibited from common areas, and all outdoor areas. The Association shall regulate the installation of any antenna and/or associated equipment that it may be required by law to allow, to the greatest extent permitted by law. No such installation shall occur prior to the Association's receipt of advance written notice of an intended installation, and the passage of a reasonable amount of time in which the Association shall determine whether the proposed installation complies with safety standards set by the Board, and available from the Managing Agent, from time to time.
11. All persons are responsible for any and all damage they may cause, by act and/or omission, to the common areas or to any portion thereof.
12. Articles stored under elevated living units must be screened from view by plants or Board approved structures.
13. Plants must be properly contained so as to prevent discharges of water or soil from coming into contact with any common area or other unit.
14. No items of personal property shall be left, placed, stored or permitted to remain in any common area.
15. Removal, relocation or alteration of furniture, furnishings and equipment located on the common areas is forbidden, without permission of the Site/Resident Manager.
16. Fires and cooking are prohibited outdoors; except that charcoal, gas, or electric grills may be used, subject to other rules (including with reference to odors). The use of lighter fluid for charcoal is prohibited. Charcoal grills must be used off the lanai in the yard, and used charcoal must be doused with water before disposal.

GROUND AND LANDSCAPING

1. With prior written Board approval, and without vesting any rights in any person, certain plantings in common areas immediately adjacent to the entrance of units may be permitted in the reasonable discretion of the Board, subject to removal at any time.

2. All plant materials (including trees) and the placement of such plantings must be approved in writing, in advance, by the Board.

3. In no event shall the following be permitted:

A. Poisonous plants, including Oleander; and

B. Plants or trees with invasive root systems, such as, without limitation, rubber trees, ficus, banyans or "money trees" (Dracaena).

The use of gravel, cinders or coral are generally prohibited but may be considered on a case-by-case basis.

4. The Board may require removal of such plantings for any reason, in the reasonable discretion of the Board. Among other things, the Board may specifically require or cause the removal of plants, trees and/or other vegetation ("vegetation") if:

A. Such vegetation poses a risk of harm to persons or property at the Project;

B. Such vegetation creates a condition conducive to the infestation of termites, or the potential therefor;

C. Such vegetation is not well maintained and/or if it becomes unsightly, as reasonably determined by the Board in the exercise of its reasonable discretion;

D. Any professional retained by the Association opines that the vegetation in any particular location should be removed;

E. the owner or resident fails to comply with instructions of the Board with respect to the vegetation; and/or

F. the Board's policy regarding vegetation changes.

Owners and residents may be charged the reasonable expense of removing or modifying such vegetation and/or of restoring the common area to a condition deemed to be appropriate by the Board in its reasonable discretion.

5. Permitted vegetation must be trimmed so that it does not overhang, or drop debris on, portions of the common area where planting is not permitted by residents and/or any neighboring yard; and so that it does not block any view of, or air movement to, neighboring lanais.
6. Soils, plants and/or any structure that might impede inspections, maintenance and/or repair of any part of the Project are forbidden. In particular, but without limitation, such things are specifically forbidden from areas within 12" of any fence or exterior wall.
7. Vegetation shall not be permitted to become attached to, or come into contact with, fences or exterior walls.
8. Pet barriers shall be of termite-proof material.
9. The Board may, but need not, give prior notice to an owner or resident that action is required with respect to the vegetation to avoid Board sanction or action.
10. Owners and residents shall be financially and legally responsible for all personal injury and/or property damage caused or contributed to by any vegetation on their respective lots that was planted by them or by their predecessors.

TERMITES

1. All owners and residents are obliged to comply with the Association's termite control policy, a copy of which is attached hereto, and shall be liable to the Association for any act or omission inconsistent with that policy.
2. Without limitation, the Association reserves the right to access the lots and units at the Project, as permitted by law and/or by the Project Documents, to inspect for evidence of termite conducive conditions, termite activity and/or damage from termites; and to treat for termites and/or to repair damage.
3. Direct contact between wood and the ground is prohibited. No person at the Project shall cause, maintain or allow any condition in which wood has direct contact with the ground.
4. No person at the Project shall cause, maintain or allow to exist any obstacle or thing that would interfere with (or prevent) effective termite inspections and/or maintenance activities.

UNIT MAINTENANCE, REPAIR AND ALTERATION

1. Unit owners shall routinely maintain and shall timely repair their respective units. Owners have a duty to promptly notify the Site/Resident Manager of any observed condition that may require the attention of or action by the Association.

2. The maintenance and repair activities of owners and residents shall not unreasonably interfere with the rights, comfort or convenience of any other person. Among other things, such activities that involve noise may not continue for any period deemed unreasonable by the Board.

3. Alterations to a unit, including to lanais, **shall not be commenced without prior written approval** of the Board. An owner seeking Board approval for any alteration, change or modification, shall be required to comply with reasonable conditions which will vary under the particular circumstances of the request. For example, common requirements include the submission of plans and specifications, in a form satisfactory to the Board; evidence of building permits and other necessary approvals; the use of licensed contractors; proof of a contractor's insurance and evidence that the Association has been named as an additional insured; the execution of an alteration agreement; the payment of certain fees and costs, if incurred by the Association, among other things. The owner shall in all events be responsible, without limitation, for:

A. The ongoing duty to maintain and repair the unit, as altered;

B. Any damage and/or injury caused to any extent by the alteration;

C. The costs of removal or further alteration in the event that the Association requires access to an area affected by the alteration, in connection with the maintenance, repair, upkeep, replacement and/or other operational task concerning the common areas of the Project;

D. Any and all remedial and/or corrective work that may be necessitated by any alteration, including non-conforming and/or illegal alterations made by the current owner or tenant or by any predecessor in title; and

E. Complying with all applicable disclosure requirements relating to any real estate transaction.

Owners interested in making alterations should contact the Site/Resident Manager to determine the potential availability of standard plans and/or specifications that may expedite the approval process. For example, and without limitation, such guidance is available with respect to repainting and the installation of things such as antenna/satellite dishes, air conditioners, awnings, window tinting, hot tubs, shades and curtains.

4. Plumbing work must be performed by a licensed plumber. A plumbing plan must be submitted to the Board in connection with a proposal to perform work if existing plumbing will be altered, added to or otherwise affected by the proposed work.

5. Electrical work must be performed by a licensed electrician. An electrical plan must be submitted to the Board in connection with a proposal to perform work if existing electrical wiring and/or systems will be altered, added to or otherwise affected by the proposed work.

6. The owner and/or tenant of the unit where any contractors or other workers will be working are responsible for the contractors' compliance with all reasonable directives of the Board. These include, but are not limited to, noise and construction hour limitations, keeping the common areas free from construction debris, the proper disposal of construction debris off-site (not in the trash dumpsters) and other such directives as may be set forth from time to time.

7. To the extent permitted by law, unit owners, tenants and other occupants shall be responsible, financially and otherwise, for any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with any event within a unit that causes personal injury or property damage at the Project. For example, but without limitation, this includes events such as plumbing leaks, stoppages, spills and the like; fire, shorts, blackouts and the like; and/or other events.

8. Waterbeds are prohibited, except on the ground floor of a unit built on a concrete pad.

9. The Association reserves the right to access the lots and units at the Project, as permitted by law and/or by the Project Documents, for legitimate purposes relating to the operation and governance of the Project, including as described in Declaration Article IX, Section 2.

PARKING

It is essential for emergency vehicles, such as fire and ambulance, to have full access to all homes should the need arise. This is the key reason rules are in place to control parking that interferes with, or restricts, safe driving through the access roads, and fairly shares use of common area marked spaces for resident and guest parking.

Parking space is limited on Kukilakila access roads. Residents are encouraged to utilize their garage for parking. Garage aprons and common area marked stalls are secondary choices in accordance with rules below. Common area marked parking stalls will be used for guest and resident parking in accordance with the rules below. Residents with more vehicles than their personal property can accommodate are encouraged to utilize Keolu Drive for parking. Parking is not permitted along access road curbs, whether they are marked or not.

Terms and Definitions:

Vehicle – Any licensed automobile, truck, van or motorcycle of a size that fits within garage, apron or marked common area parking stall.

Access Road – One of five (5) paved, private roads leading from Keolu Drive through Kukilakila allowing driving access to each unit garage.

No Parking Zone – Access Road area marked with a red designating emergency vehicle access, or yellow designating pedestrian access.

Garage Apron – Concrete area between garage and access road belonging to unit owner.

Common Area Marked Parking Space – Individually marked stalls on each access road intended for resident and visitor parking. These stalls are not reserved.

1. Persons who reside at Kukilakila are encouraged to park in the garage of the unit in which they live.
2. Parking on garage aprons is permitted if the vehicle does not encroach upon common areas outside the apron or impede upon the access roadway.
3. A maximum of one vehicle per unit may also be parked in a marked parking space on the common areas of Kukilakila on a space available basis.

4. Residents shall not use marked common area parking stalls for storage of vehicles. Any vehicle parked in a marked common area parking stall for more than 7 days without moving shall be considered stored.
5. On all access roads, vehicles shall be parked completely within a marked parking stall. No portion of a vehicle may protrude outside the limits of a parking stall or block any portion of a driveway or roadway.
6. Vehicles shall not be parked at curbs outside marked stalls. At no time shall any vehicle block a red or yellow painted curb.
7. Residents are responsible for ensuring that their guests follow all parking rules.
8. All resident vehicles shall be registered with the Site Manager. If residents are planning to register more than two (2) vehicles for their unit, they shall do so in writing to the Site Manager including the total number of vehicles to be registered, along with the resident's plan for parking of all vehicles in accordance with these rules. The Site Manager will issue decals for all registered vehicles which will be displayed in the vehicle windshield.
9. Residents with a visitor parking overnight for a period greater than three (3) consecutive days are responsible for first obtaining a temporary visitor pass from the Site Manager, which shall be displayed in the visitor's vehicle.
10. Residents may repair their own vehicles in unit garages subject to all applicable rules, including with respect to noise and nuisance.
11. Vehicle repairs shall not be performed in the common areas of Kukilakila, with exception of minor maintenance, such as jump-starting a vehicle or changing a flat tire.
12. Derelict vehicles shall not be parked at Kukilakila. Inoperability, expired registration, expired safety inspection of a vehicle, and other factors determined by the board, shall demonstrate that a vehicle is derelict.

13. Marked common area stalls shall not be used for any purpose other than to park a properly registered, operable vehicle. For example, stalls shall not be used for storage, for washing vehicles, for recreational purposes or for any purpose except parking. Bicycles, toys and similar items must be stored on a resident's lot or in a unit; and may not be parked in a marked common area stall.

14. Commercial vehicles used for construction, delivery, remodeling and repair of units shall abide by all Parking Rules. Specifically, commercial and construction vehicles shall not block driveways, access roads, curbs and shall not park along access roads in unmarked areas. Vehicles may utilize Keolu Drive for parking after dropping materials and tools at the unit. The board is open to reasonable requests for short-term special dispensation of parking rules for commercial vehicles. Residents who wish to make a request shall do so in writing to the site manager.

15. Any vehicle parked in violation of these parking rules and/or of any posted sign may incur fines and penalties as determined by the Board.

BOATS, STORAGE AND DOCKS

1. Use of the boat ramp, docks and storage areas is limited to residents of the Project.

2. Residents shall not provide non-residents with access to the boat ramp, docks or storage areas. Violation of this rule may result in fines and penalties, including the loss of privileges.

3. The boat ramp gate shall be kept closed and locked except when in active use.

4. All persons who use the boat-related facilities do so entirely at their own risk. The Association, its Board of Directors, employees and agents shall not be liable for any personal injury or property damage sustained by persons who use those facilities.

5. Boats and boat trailers in good repair, currently licensed in the name of a resident, may park in the boat ramp/storage area, upon registration with the Site/Resident Manager.

6. Boats, piers and/or docks may be tied, tethered or otherwise properly secured to the common areas along Enchanted Lake, as permitted by the Board in its reasonable discretion. Persons who tie, tether or otherwise secure property to the common areas of the Project do so entirely at their own risk and responsibility.
7. Docks and barges must be kept in good repair, and may not be used for the storage of kayaks or of any other property.
8. Boats and boat trailers may be repaired in the boat storage area, subject to safety and other considerations, at the exclusive risk and responsibility of the persons performing the repairs.

SWIMMING POOLS/RECREATION AREA

1. Use of the pools is limited to residents and their guests. **There is no lifeguard. All persons who use the pools do so entirely at their own risk.** The Association, its Board of Directors, employees and agents shall not be liable for any personal injury or property damage sustained by persons who use the pools or recreation area.
2. Swimming, and use of the recreation area, is permitted as follows:
 - A. Normal hours: Sunday through Thursday, 9:00 a.m. to 8:00 p.m., and Friday and Saturday, 9:00 a.m. to 9:00 p.m.; and
 - B. Additional quiet lap hours: every day, from 8:00 a.m. to 9:00 a.m., and Sunday through Thursday, from 8:00 p.m. to 9:00 p.m.

The pools and recreation area are closed at other times.

3. Other than for reserved parties, a maximum of six guests per unit, who must be accompanied by the resident hosting them, are allowed at the pool/recreation area. Use of the pool/recreation area by guests is subject to additional reasonable limitation as determined by the Site/Resident Manager.
4. The pools shall not be used in violation of any law or applicable rule or regulation, including laws regarding the consumption of alcohol.
5. The pools shall be used with special attention to the rights of others, so nuisances and unreasonable disturbances, and loud, lewd, offensive, boisterous, unsafe and/or inappropriate conduct (as reasonably determined by the Site/Resident Manager) are all prohibited. Among other things, running, pushing and shoving are also prohibited.

6. Musical instruments, radios, televisions, CD players, tape recorders, amplifiers and other audio/video playback equipment is prohibited in the pool/recreation area; except that such equipment may be used with headsets when the sound is inaudible to others.
7. Food and drink shall be consumed at tables in the recreation area, and not at poolside or in the pools, and no glass, ceramic or breakable containers, plates or other object shall be used in connection with eating or drinking.
8. The pool/recreation area shall be used without misusing, damaging or removing Association property. Pool furniture shall be returned to its original location after use.
9. Persons using suntan oils, lotions and the like shall protect the furniture from contact with said oils, lotions and the like, by the placement of a towel between the person and the furniture.
10. Pool users shall shower before using the pools. Suntan oils, lotions and the like shall be thoroughly removed before entering the pools.
11. The pools shall be kept free from human waste. Pool users shall practice good personal hygiene, as reasonably determined by the Board from time to time.
12. The pools shall only be used by persons who are free from infectious disease and illness that might pose a risk of harm to others, and who have no open wounds or sores, except to the extent that this prohibition may be limited by law.
13. The pools and their surrounding area shall be kept free from glass items, sharp and/or breakable objects; as well as from tobacco and food. Smoking and eating are prohibited.
14. The pool gate shall be opened only to enter or to exit the pool area and shall be left closed at all other times.
15. All pool users shall always be clothed, wearing standard swimming apparel, as reasonably determined by the Board. Persons who are incontinent or are not toilet trained must wear diapers that are designed for swimming, covered by rubber or waterproof pants. Disposable diapers are prohibited.
16. The pools shall be used by persons aged twelve and under only when accompanied by an adult, unless a waiver based on demonstrated swimming ability and ability to use the pools safely has been obtained from the Site/Resident Manager.
17. Pets are prohibited from the pools and from the pool area, except to the extent that this prohibition may be limited by law.

18. Personal items left at the pools shall be considered abandoned and may be disposed of by the Site/Resident Manager.
19. The pools shall be kept free from surfboards, boogie boards, balls, toys, air mattresses, hairpins and any object that might damage the filter system or pool surface; except that persons learning to swim may use appropriate swimming aids (not made of Styrofoam) that do not interfere with others, and disabled persons may use necessary swimming aids.
20. Face masks, snorkels and fins are permitted.
21. Bicycles, skates, skateboards, scooters and the like shall not enter or remain in the pool/recreation area.
22. The Site/Resident Manager has the authority to close the pools at any time, and/or to remove any person, on the basis of any reasonable concern (including but not limited to the violation of any of these rules).
23. The pool deck/recreation area may be reserved for exclusive use on terms and conditions that the Board may establish from time to time. Persons interested in making a reservation must apply to the Site/Resident Manager in advance and pay the required fifty-dollar refundable damage deposit. Persons reserving the area are responsible for damage caused by them or by their guests, and are responsible for cleaning the area after using it. The pools and rest rooms may not be reserved.
24. All persons who use the area are responsible for any and all loss, liability and/or damage associated with the use; and must return the area to its original condition, clean and in good order.
25. Residents who allow unauthorized persons to use their keys to access the pool/recreation area, or who otherwise violate the Project Documents are subject to fines and penalties. The loss of the right to use the facilities may be among the penalties.
26. Residents in good standing who cannot locate their key to the pool/recreation area may obtain a replacement from the Site/Resident Manager for a fee of twenty-five dollars, which may be refunded upon return of the replacement key.

PETS

1. A maximum of two household pets may be kept in any unit. All pets shall be registered with the Site/Resident Manager.
2. Livestock, poultry, rabbits, and other animals which the Board reasonably determines to be inappropriate as household pets, consistent with Declaration Article X, Section 3, are prohibited.
3. Dangerous and/or aggressive animals, as reasonably determined by the Board, are prohibited.
4. No pet shall be kept, bred, or used for any commercial purpose.
5. Pets shall not be allowed on the common areas except in transit, and only then when in the custody of a responsible person and on a hand-held leash not to exceed twenty feet in length. Cats and small dogs shall be carried.
6. Any person who accompanies a pet which excretes solid or liquid waste on any common area shall immediately dispose of the waste in a manner consistent with these House Rules.
7. All pets shall be kept clean, healthy, free from odor and free from fleas, ticks and other pests.
8. All responsibility for a pet, financial, legal and/or otherwise, shall be that of the unit owner, the pet owner and the person who keeps the pet. All pet owners shall carry liability insurance to cover potential claims for personal injury and/or property damage that may be caused by the pet. The Association shall have no responsibility for any pet.
9. Every person responsible for a pet shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the pet and/or its behavior. Such persons include the unit owner, the pet owner and the keeper of the pet.
10. Upon written notice from the Board and/or the Managing Agent demanding removal of the pet from the Project, and stating that the pet has caused any nuisance, any unreasonable disturbance, and/or any damage to the buildings or grounds, the pet shall be removed from the Project, beginning on a date stated in the notice. The Association, having no responsibility for any pet, shall have no financial responsibility whatsoever in connection with the removal of the pet. The Board's decision, and the pet's removal, shall be final unless an appeal is made in compliance with the following rule.

11. After a pet is physically removed from the Project, the pet owner may submit an appeal to the Board requesting reconsideration of the removal. Any such appeal shall be in writing, and shall be served on the Managing Agent by certified mail, return receipt requested. Said appeal shall detail all of the pet owner's reasons for seeking reconsideration, together with all supporting materials that the pet owner considers to be relevant. The Board shall consider all information and materials submitted by and/or on behalf of the pet owner in a reasonably timely manner not to exceed sixty days after the pet owner has removed the pet from the Project. The Board shall give written notice to the pet owner if the Board's decision to remove the pet will be changed in any way. If the Board does not change its decision, to the pet owner's satisfaction, in writing, within sixty days following receipt, by the Managing Agent, of a written appeal, then:

A. Within ten days after: 1) the expiration of the sixty-day period, or 2) the pet owner's receipt of a written notice from the Board or Managing Agent regarding the pet owner's request for reconsideration, whichever occurs first, the pet owner may request to appear before the Board, in person and/or through a representative. Any such request shall be served on the Managing Agent by certified mail, return receipt requested.

B. The Board shall allow the pet owner (and/or a representative) a reasonable amount of time to present additional information and/or argument to the Board, subject to the control of the President or other presiding officer, at a meeting to be held within thirty days after receipt, by the Managing Agent, of the request to appear before the Board.

Within fifteen days following the pet owner's appearance before the Board, as described above, the Board shall either: 1) take no action to change its decision, in which case its decision shall be final; or 2) the Board shall communicate its final decision to the pet owner in writing.

12. Notwithstanding any other provision herein, persons entitled by law to request reasonable accommodations with respect to certain animals may request such reasonable accommodations, in compliance with applicable law, and the Association shall make such reasonable accommodations as are required by law.

DISPOSAL OF TRASH

1. All trash must be adequately and securely wrapped and/or bagged in a manner which will minimize odors and sanitation problems, to the maximum extent practicable. Wet garbage and pet trash (sand, litter paper, solid waste, etc.) in particular shall be especially well wrapped and/or bagged.

2. No toxic, hazardous or flammable waste, materials or any things of this kind or nature shall be placed in community trash containers. Among other things, this includes, but is not limited to, paint, thinner, solvents, gasoline and the like.

3. Dumpsters shall not be used to dispose of large, bulky items, including furniture, mattresses, appliances, televisions, and other large items. It is the resident's responsibility to schedule a City and County Bulky Item Pickup for such items. Residents may schedule bulky item and large appliance pickup by accessing the City and County website Opala.org. If assistance is needed scheduling a pickup the Site Manager may be contacted and will provide help. Residents shall not place bulky items in or around dumpsters for maintenance personnel to collect. Residents shall not place bulky items outside boatyard gate for collection. Owners of rental properties shall notify tenants not to overburden dumpsters when moving.

4. Yard refuse, such as branches and clippings, shall be placed in dumpsters with other trash and no left on common area property for collection.

5. Construction debris of all kinds is prohibited in the trash enclosures. Owners must dispose of such items off-site (or have their contractors do so). Owners may contact the Site Manager to arrange for temporary placement of contractor dumpsters on their property during major remodeling periods.

6. All refuse, garbage, trash and other discarded materials, including yard branches and clippings, must be placed within the dumpsters, and shall not be thrown, placed or kept on any other portion of the common area.

MISCELLANEOUS

1. Roadways, driveways and walkways shall be used for their intended purposes and shall not be obstructed.

2. No person shall drive at an excessive speed, race an engine or squeal any tires. Under no circumstances shall any vehicle be driven at a speed greater than fifteen miles per hour.

3. Recreational Activities shall be permitted in the Association common area in accordance with the following directives:

A. The swimming pool/recreation area and gym in accordance with rules herein.

B. All "green spaces" including, but not limited to, those centrally located in Roads 1 and 5, the lawn fronting Road 3, and lawns between Buildings 567 and 565 and Kaelepulu Pond, also known as "The Great Lawn" may be used for recreational activity. In accordance with the *Use of Project* section herein [see page 3 of the 2021 House Rules], Business recreational activity on Association property, along with activities that unreasonably interfere with the quiet enjoyment of neighboring residents or any dangerous activities, are prohibited.

C. Unit Driveways, as identified by concrete between roadways and unit garage, are permitted for resident use for recreational activities (for example ball play and chalk drawings) as residents see fit in their respective driveways. Residents shall take care not to allow activities to impact adjacent units.

D. Concrete walkways (sidewalks) may be used by residents riding personal wheeled vehicles (such as bicycles, tricycles, scooters and skate boards), yielding the right of way to pedestrians at all times.

E. Items left unattended in the common areas may be confiscated by the Site Manager.

F. Recreational activities are not permitted on rocks bordering Kaelepulu Pond.

G. In accordance with the *General* section 3 [on page 1] and the *Exteriors and Common Areas* section 11 [on page 6] herein, all persons are responsible for their own conduct and for any and all damage they may cause. The Association takes no responsibility for damage caused by recreational activities (i.e., balls damaging vehicles) or injuries caused through recreational activity. Residents engaged in recreation in common areas may be held responsible by the Association for damage to property or injury to persons caused by that recreation.

4. Toxic, hazardous, explosive or flammable substances of any kind are prohibited from the Project; except that small quantities of common commercial products may be kept for common household purposes, provided that such products are carefully and safely stored in a manner to avoid injury or damage to persons and to property.
5. Firearms and/or ammunition may not be brought onto the common areas of the Project; except that properly registered firearms (and legal ammunition therefor) may be transported across the common areas by the registered owner of the firearm(s), unloaded, in a properly closed carrying case, to the unit where the registered owner of the firearm(s) lives.
6. The use of any type of fireworks at any time anywhere at the Project is prohibited.
7. Littering is prohibited; and no trash shall be placed outside the confines of any unit unless it is placed in a designated trash bin.
8. Cigarettes shall not be extinguished or thrown away in any common area; including, but not limited to, roadways, driveways, parking stalls, walkways, recreation areas, and the grounds of the Project.
9. Fire alarms and fire fighting equipment shall only be used for intended purposes. Any person who misuses, abuses or tampers with any such alarm or equipment shall be liable for all consequences of such conduct.
10. Any person who misuses, abuses or tampers with plumbing and/or electrical systems shall be liable for all consequences of such conduct. Placing anything inappropriate into the plumbing system (such as hair, rubbish, dental floss, dirt, paper or debris of any kind, for example) is prohibited. Likewise, use of any appliance or thing which places an excessive load on the electrical system or doing anything which causes any malfunction is prohibited.
11. Nothing shall be allowed, done or kept in any unit or on the common areas, that would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
12. Occupants should take such steps as may be appropriate, in any emergency, such as dialing 911 for assistance. If practicable under the circumstances, notice of any emergency that could affect other persons and/or property at the Project should also be given to the Site/Resident Manager.

13. Subject to reasonable control by the Board, as allowed by law, a sign not exceeding five square feet may be placed immediately outside of a unit, in a location to be determined by the Site/Resident Manager, to advertise the unit for sale. The sign may be in place only during a period when the unit is being actively marketed for sale, and no longer than the Board determines to be reasonable.

14. A resident may hold no more than two garage sales during any twelve-month period. Persons holding a garage sale are responsible for the conduct of all persons who enter the Project to attend the garage sale, including with respect to parking and quiet hour rules.

15. Unit numbers may be appropriately attached to a unit's exterior gate; provided that the numbers are white or off-white.

16. Plaques, pictures, ropes, chains and other objects that the Board determines to be inappropriate, from time to time, in the exercise of its reasonable discretion, are prohibited from fences and from building exteriors.

17. Exterior Christmas decorations may not be installed until the weekend after Thanksgiving. Lighted decorations may not be lit until December 1. All such decorations must be removed by no later than January 15 of the following year. Owners and residents are responsible for any damage that may result from the installation or removal of such decorations.

18. The enumeration of specific rules shall not be construed to limit, diminish, alter or otherwise affect: 1) the rights, remedies and/or powers of the Association, the Board and/or the Managing Agent; or 2) any other obligation of any person to whom these rules apply.

MEDIATION

1. Subject to applicable law, the Board may require owners and/or tenants involved in any dispute with one another to submit the matter to mediation prior to seeking Board review or action with respect to the matters in dispute. This rule shall not limit any person's other rights or remedies.

2. Subject to applicable law, the Board may require that owners and/or tenants involved in any dispute with the Association shall first submit the matter to mediation before the initiation of any judicial proceeding.

3. If all parties to the dispute agree, then any mediation referred to in this heading (i.e., MEDIATION) may be conducted under the auspices of the Mediation Center of the Pacific (1301 Young Street, 2nd Floor, Honolulu, Hawaii 96814; Telephone: No. 521-6767), or any successor entity, and according to its rules.

4. Upon the request of any party to a dispute, any mediation provided for in this heading (i.e., MEDIATION) shall be conducted under the auspices of Dispute Prevention and Resolution (1003 Bishop Street, Suite 1155, Honolulu, Hawaii 96813; Telephone No. 523-1234), and according to its rules.

5. Each party shall pay its proportionate share of the cost of any mediation; subject to any potential later determination that one party or another should pay all or a specified portion of the costs of the mediation.

6. Nothing herein shall be construed to require the mediation of matters that are not subject to mandatory mediation under applicable law.

FINES AND PENALTIES/APPEALS

1. The Board, Managing Agent and/or Site/Resident Manager may impose fines and/or penalties for violations of law and/or of the Project Documents. The person fined or penalized shall be advised of the basis for any fine or penalty at or prior to the time it is imposed.

2. Any fine or penalty shall be in addition to any other right or remedy available to the Association. The imposition of a fine or penalty shall not constitute an election of remedies, and the Association may also exercise additional rights and/or remedies.

A. Violations Which Do Not Pose a Threat to Persons or Property

In the event of a violation of the DCC&Rs, By-Laws, or these Rules and Regulations that does not pose a threat to persons or property, as determined by the Board, the following procedure will be followed:

1) First Violation. A notice of the violation will be delivered and/or mailed to the violator or to the unit of the violator. If the violation is ongoing (e.g., an existing unauthorized modification), a demand for compliance within a reasonable period of time will be made. If the violation has ceased (e.g., a noise disturbance that has ceased), a demand will be made that the violator not engage in further violations of that nature.

2) Second Violation or Continued Violation. If a second violation occurs or if the violation continues after the time period for compliance stated in the first notice has expired, a fine of \$50 will be imposed against the violator. A second notice of the violation will be delivered and/or mailed to the violator or to the unit of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made. If the second violation has ceased, a demand will be made that the violator not engage in further violations of that nature.

3) Third Violation or Continued Violation. If a third violation occurs or if the violation continues after the time period for compliance stated in the second notice has expired, a fine of \$100 will be imposed against the violator. A third notice of the violation will be delivered and/or mailed to the violator or to the unit of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made. If the third violation has ceased, a demand will be made that the violator not engage in further violations of that nature. The matter may be referred to the Association's attorney for appropriate action upon a third violation.

4) Fourth Violation or Continued Violation. If a fourth violation occurs or if the violation continues after the time period for compliance stated in the third notice has expired, a fine of \$200 will be imposed against the violator and, if the matter has not yet been referred to the Association's attorney, it will be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's unit or a guest of an owner, a copy of any notice of violation will be delivered and/or mailed to both the violator and the owner of the unit. Where the nature of the violation requires it, immediate notice will be given in person or by telephone contact, in addition to written notice.

B. Violations Which Pose a Threat to Persons or Property

In the event of a violation of the DCC&Rs, By-Laws, or Rules and Regulations that poses a threat to persons or property, as determined by the Board, the following procedure will be followed:

1) First Violation. A notice of the violation will be delivered and/or mailed to the violator or to the unit of the violator and a fine of \$200 will be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. The Board, in its discretion, may immediately refer the matter to the Association's attorney for appropriate action after the first violation.

2) Second Violation or Continued Violation. If a second violation occurs or if the violation continues after a first notice has been given for immediate compliance, a fine of \$500 will be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it may be referred to the Association's attorney

for appropriate action.

3) Third Violation or Continued Violation. If a third violation occurs or if the violation continues after the second notice has been given for immediate compliance, a fine of \$750 will be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it will be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's unit or a guest of an owner, a copy of any notice of violation will be delivered and/or mailed to both the violator and the owner of the unit.

In addition to written notice, immediate notice of violation will be given in person or by telephone contact.

3. In addition to any other right or remedy of the Association, fines of up to fifty dollars per day may be imposed for each violation of the Project Documents, for each day a violation continues.

4. Penalties may include the loss of any privilege.

5. The reasonable costs and expenses of enforcing the Project Documents, including attorney's fees and costs, shall be charged to the account of the owner whose unit is involved in the violation of the Project Documents and/or to any other responsible person.

6. Any person aggrieved by the imposition of any fine may appeal to the Board, as follows. If the fine is paid, the person fined may exercise such remedies as may be allowed by law.

7. The procedure for any person entitled to file an appeal from a fine is:

A. The person shall submit the appeal in writing to the Managing Agent, by certified mail, return receipt requested. Said appeal shall be postmarked by no later than ten (10) days after notice of the fine is mailed to the person, according to the records of the Managing Agent;

B. Said written appeal shall contain all relevant information, documentation and argument that the person submitting the appeal ("Appellant") wishes for the Board to consider;

C. The Board shall place the matter on the agenda of a regularly scheduled, or specially called, meeting of the Board within sixty days after the Managing Agent's receipt of the Appellant's certified mail containing the appeal.

D. The Board shall allow the Appellant (and/or a representative) a reasonable amount of time at said meeting to present additional information and/or argument to the Board, subject to the control of the President or other presiding officer. Cumulative and/or repetitive argument, in particular, but without limitation, shall not be allowed.

E. The Board shall consider all of the available information and then decide (at said meeting) whether to affirm the fine, modify the fine or to rescind the fine. The decision of a majority of a quorum of the Board shall be final.

F. The failure of a person to promptly pay a fine that either is not appealed or that is in effect following an appeal, shall be grounds for the initiation of collection and/or other enforcement action.

8. The fact that an appeal is pending shall not limit or affect the accrual of ongoing fines for an ongoing or continuing violation. This means that the final amount of any fine(s) may substantially exceed the initial amount imposed. Persons wishing to avoid the risk of such increased fines may cure the violation and pay the fine assessed, subject to possible refund in the event of a successful appeal.

TERMITE TREATMENT POLICY

In order to assist owners in their responsibility to keep their lot free from termites under Article 9, Section 1.1a of Declaration of Covenants, Conditions and Restrictions for Kukilakila (DCC&Rs), the Board of Directors implements the following Policy:

Termite Preventative Maintenance Program Requirements

- All buildings shall be treated for drywood termites every five (5) years.
- Tenting, using Vikane or other approved termite chemicals, by a licensed pest control contractor is to be considered the primary form of preventative treatment. NOTE: Termite Tenting Treatment requires vacating home for a minimum of 24 hours and significant preparations for food storage.
- Unit owners may recommend to the Board other forms of treatment; however, the Board shall have the final decision with regard to form of treatment.

Contracting Process

- Termite Preventative Maintenance Program shall be funded from Association budget as part of each homeowner's monthly maintenance fee.
- Kukilakila Association shall be responsible to obtain bids from at least three (3) pest control companies for tenting treatment. Site Manager shall be the point of contact for all contracting for the Board of Directors. The Board shall choose the company to perform termite treatment based on Site Manager recommendations and cost analysis. The Association has the option to contract buildings individually each year or as a multi-year contract in order to receive best cost for services provided.
- Company selected shall be contracted by the Association and Site Manager or Board President shall sign contract.

Treatment Coordination and Homeowner Responsibilities

- Site Manager shall schedule a meeting with company selected for termite treatment. Owners shall attend scheduled meeting with Site Manager and termite treatment company. Owners who do not reside at their property and/or rent their units, shall designate a person or property management company to be responsible for attending meetings and coordinating with the Association for contracted work. Goal of the meeting will be to choose an appropriate date for termite treatment, by building, and discuss treatment requirements. While the Association will attempt to meet all owner requests, the Association has final responsibility for scheduling the work.
- Residents shall meet with the Site Manager and treatment company just prior to treatment to ensure understanding of the requirements. Residents are wholly responsible for all preparatory requirements of treatment.
- Site Manager will coordinate with homeowners and treatment company to remove fence boards necessary to facilitate tenting, and reinstallation in a timely manner.

Warranty Administration

Unit owners shall be provided a copy of the treatment warranty. The Association shall administer the warranty for unit owners. Residents shall notify the Site Manager immediately if there is evidence of live termites in or around their residence. Maintenance requests may be found on the Kukilakila website for this purpose. Site Manager will contact treatment company to invoke warranty and coordinate with homeowner for any additional treatment.

RULES AND REGULATIONS **SOLAR ENERGY DEVICES**

The following criteria apply to homeowners interested in the installation of a solar energy device. Kukilakila Community Association Board of Directors shall have a 30-day period to grant or deny an application for the installation of a solar energy device. No installation may be done until review and approval by the Kukilakila Community Association Board of Directors has been granted in writing.

To obtain Board approval the owner must submit a written application to the Board. The application shall include:

- 1) An agreement to comply with the Association's design specifications for installation of device (if any).
- 2) A design plan with detailed drawings and specifications for the installation of the device.
- 3) The name of a duly licensed contractor performing the work (company name and license number to be provided at design review).

Because the device will be placed on a Common Element, the following criteria must be met:

- ✓ The device must comply with applicable County ordinances and rules.

- ✓ Within 14 days of approval of the device by the Kukilakila Community Association Board, a certificate of liability insurance in the amount of **\$1 million dollars** naming the Association as an additional insured on the owner's policy must be provided. Each successive owner shall be required to provide the same so long as the device remains installed. No such insurance may be canceled by the owner or the insurer without due notice being given to the Association. Upon any cancellation, the then owner must assume personal responsibility for any and all loss or liability and hold the Association harmless in any legal action resulting therefrom.
- ✓ Owners must complete a registration of the device with the Association within 30 days of installation.
- ✓ The owner (and each successive owner of the dwelling) is responsible for damages to the affected common elements or to any adjacent units caused by the installation, maintenance, repair, removal or replacement of the device.
- ✓ The owner (and each successive owner) is required to remove the device if reasonably necessary or convenient for repair, maintenance or replacement of the affected common elements.
- ✓ The owner must obtain confirmation in writing from the entity issuing the warranty for the roofing that the installation of the solar energy device will not void the roof warranty. The owner must provide the Kukilakila Community Association with a copy of this confirmation.
- ✓ A waiver must be executed by the owner assuming total liability and releasing Kukilakila Community Association of any obligation for any future liabilities resulting from the device, its installation, and operation.

INSTALLATION REQUIREMENTS:

- **SAFETY:** The owner must address any safety issues such as the ability of the device to withstand strong winds. Also, devices should be firmly secured to the main roof in

accordance with applicable building codes and not merely fastened to the sheeting.

- **ACCEPTABLE LOCATION:** The Board will determine what is acceptable at design review.
- **HEIGHT:** The Board will determine what is acceptable at design review.
- **ANGLE:** The Board will determine what is acceptable at design review.
- **PAINTING:** Except for unobtrusive under-eave piping, not lower than the fascia, exposed piping shall be enclosed in boxing painted to match the dwelling's existing paint color.
- **ROOFING MATERIAL:** Owner is responsible for any damages to roofing material which may occur as the result of the installation and/or operation of the device. Damaged tiles or roof sheeting will be replaced and installed at owner's expense. Any roof leaks that result from the installation and future use of the device will be repaired at the owner's expense.
- **NUMBER OF DEVICES:** Only one exterior water heating device may be installed per dwelling. Water storage tanks must be installed in the owner's garage or other location approved by the Board. One photo-voltaic (PV) system may be installed, subject to Board's approval. The number and location of solar powered ventilators (as well as any non-solar ventilators or skylights) shall also be subject to Board approval.
- **RECORDABLE AGREEMENT:** An agreement must be executed by the owner outlining responsibilities for damages and maintenance so future buyers are aware of their obligations under the ACT and under Kukilakila Community Association Rules and Regulations for Solar Energy Devices.

HOMEOWNERS' ASSOCIATION RESPONSIBILITY: Kukilakila Community Association shall not be responsible for the removal or trimming of trees which may block sunlight to the device either before or after such installation. Alternate locations of installation should be evaluated to avoid a conflict with existing landscape.

OWNERS' RESPONSIBILITY: Owners who knowingly install any device on any common element without having first obtained written authorization from the Kukilakila Community Association's Board of Directors shall be subject to remove such device(s) at their sole expense in addition to paying for any and all repairs to the common element caused by such installation and/or removal, up to and including replacement of the entire common element, regardless of the condition the common element was in before action took place.

DRONES

Residents shall not pilot remote controlled aerial vehicles, also known as drones, with or without cameras attached, over Kukilakila property unless authorized by the Board and supervised by the Site Manager. Additionally, drones shall not be launched from Kukilakila property to be flown over adjacent neighborhoods.

Board approval for drone use may be requested by owners to perform inspection of unit exterior, roof, photovoltaic and solar panels for maintenance purposes. Following Board approval, Site Manager shall supervise any use of drones and camera video to ensure adjacent unit privacy is not compromised.

Site Manager, with Board concurrence, may contract drone services in order to similarly perform unit and roof inspections for maintenance purposes. Site Manager will notify units involved prior to performing inspection of plan for drone use.