



# **Rules and Regulations (House Rules)**

**Revised August 31, 2004  
(Updated July 1, 2007)**

## INTRODUCTION

These Rules and Regulations supplement but do not change the obligations of the owners of apartments in the Kai Lani condominium project (the "Project"), and all occupants, tenants and guests thereof, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Apartment Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail.

In the event that subsequent to the publishing of these Rules and Regulations, it is determined that any of these Rules and Regulations are in conflict with Local, State or Federal law, or the Ko Olina Property Community Association, Inc. (KOCA) covenants or rules and regulations, the latter shall prevail, and as soon as possible after such discovery, the Kai Lani Homeowner's Association Board of Directors shall amend these Rules and Regulations to ensure compliance with governing laws, regulations and/or covenants with which these Rules and Regulations are in conflict.

These Rules and Regulations are effective August 31, 2004; updated effective July 1, 2007 and supersede all prior Kai Lani Homeowner's Association Rules and Regulations published in part or wholly prior to this date.

The primary purpose of these Rules and Regulations is to protect all apartment owners and other occupants, tenants and guests from annoyance and nuisance caused by improper use of the Project; and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort and security thereof or therein.

The Board of Directors (the "Board") of the Association of Apartment Owners of the Project (the "Association") shall be responsible for enforcing these Rules and Regulations but such responsibility may be delegated to a managing agent (the "Managing Agent") a Site or Property Manager by the Board. All apartment owners and other occupants, tenants and guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not.

The Board shall by majority vote make such other rules and regulations from time to time or amend the following Rules and Regulations as it deems necessary or desirable.

### **A. USE.**

1. Use of Apartments. The apartments shall be occupied and used by the respective owners thereof, their tenants and such owners' and their tenants' families and guests only for the purposes permitted under the Declaration and the By-Laws and in compliance with the restrictions contained in the respective apartment deeds.

### **B. TEMPORARY OCCUPANCY.**

1. Use by Owners, Tenants and Guests. Subject to the terms of the By-Laws and such owner's apartment deed, an apartment owner may lease or rent his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Declaration, the By-Laws, and these Rules and Regulations, and the apartment



owner shall assume responsibility for the occupants' conduct. **The leasing (rental) of apartments for a period of less than thirty (30) days is strictly prohibited by Kai Lani's controlling documents.** Owners and/or rental agents shall provide tenants and guests with a copy of the Kai Lani Rules-At-A-Glance Vacationer's Guide or a copy of these Rules and Regulations (House Rules) ~~at the time of~~ prior to occupancy. Prior to occupancy short-term tenants of 90 days or less and guests must sign and submit to the Site Manager a Receipt & Acknowledgement for the Kai Lani Vacationer's Guide. Tenants renting for more than 90 days must be provided by the owner or rental agent this complete House Rules document and have a signed Receipt & Acknowledgement on file in the Site Manager's office.

2. **Conduct of Tenants, Guests and Other Persons.** An apartment owner shall be responsible for the conduct of his tenants and such owner's and his tenants' family members and guests. An apartment owner shall, upon request of the Board or the Managing Agent, immediately abate and remove, at his or its expense, any structure, thing or condition that may exist with regard to the occupancy or use of his apartment by any such person or persons contrary to the intent and meaning of the provisions hereof, or, if an apartment owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such owner shall, upon request of the Board or the Managing Agent, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting therefrom.

**C. PETS.**

1. No livestock, poultry, rabbits, dogs, cats, birds or other animals or pets whatsoever shall be allowed or kept in any apartment or any other part of the Project, except that dogs, cats, fish, tropical birds and other household pets (as determined by the Board) in reasonable number and size as determined by the Board (but not to exceed a total of two (2) such animals (except for aquarium fish) per apartment) may be kept in the apartment.

2. In no case shall any animal prohibited by any applicable law (including the Condominium Property Act) be allowed anywhere on the Project.

3. No animals shall be kept, bred, or used in the Project for any commercial, profit making or money generating purposes.

4. Except as otherwise provided herein, no pets shall be allowed on the common elements except in transit and when carried or on a short leash. Pets on leashes and who are at all times under the complete control of a capable person may be exercised or walked on the common elements. No owner or occupant shall permit his pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements. Pets owners shall immediately remove and properly dispose of in assigned trash receptacles any solid waste produced by pets.

5. Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, occupant or guest may be ejected from the Project on the demand of the ~~Managing Agent~~ Property or Site Manager at Board direction; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejection.



6. Notwithstanding the foregoing restrictions on pets or anything contained herein to the contrary, guide dogs, signal dogs, or other animals upon which disabled owners, occupants or guests depend for assistance shall be permitted to be kept by such owners, occupants and guests in their apartments and shall be allowed to walk throughout the common elements while on a leash, provided that such animals shall at all times be accompanied by their owners while present upon the common elements. If such a guide dog, signal dog or other animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection will be required only if the Board reasonably determines that less drastic alternatives have been unsuccessful. If such an animal is ejected, it will nonetheless be allowed to remain at the Project for a reasonable period of time while the owner thereof attempts to find a suitable replacement animal, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that time does not constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

7. In no event shall the Board, the Association, the ~~Managing Agent~~ Property or Site Manager (if any) be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pets, guide dog, signal dog or other animal. By acquiring an interest in an apartment in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association, the ~~Managing Agent~~ Property Manager and the Site Manager (if any) against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pets, guide dog, signal dog or other animal. **In addition, prior to bringing a dog onto the Project, each owner or occupant or guest owning or having custody of such dog shall obtain a liability insurance policy with coverage in such amounts as reasonably required by the Board, naming the Board and the Association as additional insured's, covering any loss, damage or injury to persons or property caused by or arising in connection with such owner's, occupant's or guest's dog, and such owner, occupant or guest shall provide a current certificate of such insurance to the Managing Agent or Site Manager. Failure to provide the required certificate of insurance shall be grounds for ejection of the animal upon notice given by the Managing Agent Property or Site Manager.** (Note to Board: this is original language, but I've put it in bold letters – although this has been in place since the beginning of the development, there are no records of such insurance for dog owners on file – I recommend that we have Certified and David work on getting such insurance certificates on file to reduce Association exposure in the event that a dog bites someone.)

8. All pets, guide dogs, signal dogs and other animals kept anywhere on the Project must be registered immediately with the Managing Agent. Failure to properly register the animal shall be grounds for ejection of the animal upon notice given by the ~~Managing Agent~~ Property or Site Manager.

#### D. COMMON AREAS, ENTRANCES AND LANAIS.

1. Obstructions, Uses. The sidewalks, passages, stairways, walkways and corridors must not be obstructed or used for any purpose other than ingress and egress.

2. Laundry, Tools, Etc. Textile items, including towels, bedding, bathing apparel and clothing, brooms, mops, yard tools, rubbish containers, cartons, etc., shall not be placed on passages or in windows or stored openly so as to be in view from outside the building or from any other apartments or common areas.



3. Throwing Objects from Building. Nothing shall be thrown or permitted to be thrown from windows or lanais, etc., including specifically, but without limitation, cigarettes, matches, and fireworks of any kind.

4. Entrances (exterior). Modifications, including changing the surface of exterior entryways, walkways leading up an Apartment's entrance and/or exterior doors may not be made without prior approval of the Board of Directors. Nothing shall be allowed to remain in view at front entrances of apartments except a reasonable number of shoes, slippers or other footwear, etc., as determined by the Board. Freestanding shelves or other containers for footwear may be kept at the entrance, but must be removed or modified by the apartment owner at the request of the Board. Potted live plants may be placed in an Apartment's exterior entryway so long as they do not interfere with pathways or project landscaping and irrigation systems, are consistent with the project's landscaping, purchased locally, are placed in decorative containers that blend in with the exterior design of the project in both color and style, and the plants are maintained in a healthy condition by the occupant(s) of the Apartment. The Board may at its discretion order that any plants that do not meet the above criteria be removed at the owner's expense, and with no compensation for removed plants or containers to the Apartment occupant.

5. Trash Disposal and Storage of Trash Cans. Each apartment shall be provided a trash can for disposal of their garbage, rubbish and other trash. Garbage may not only be placed in the cans of a neighbor without express permission from said neighbor. Trash containing food shall be securely wrapped before being placed in a receptacle. Secured non-food waste (boxes, excess garbage) may be placed outside of the can in front of an apartment's garage on collection day. Green waste, newspaper and other recyclables may be taken to recycling bins located offsite adjacent to the Ko Olina Association management offices may be set out on recycling pick-up days. On trash pickup days (presently Wednesday and Saturday Tuesday and Friday), trash cans shall be placed in front of the garage by 8:30 a.m. with the hinge portion of the lid facing towards the garage and the unsecured side facing the road. All residents shall store trash cans inside their garages no later than 8:30 a.m. the morning after the regularly scheduled trash pickup. For residents leaving the property on trash pickup days for more than 24 hours, bagged trash shall be placed in one of the trash cans by the Site Manager's office near the recreation center if out at the time of departure, or if not available, then in one of the trash cans by the swimming pool.

6. Barbecuing. Charcoal barbecues are prohibited within the Project. Outdoor cooking shall be subject to regulations by the Board, shall be permitted only in designated barbecue areas and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking in designated areas and decorative tiki torches for short-term evening activities are not permitted. The designated areas for outdoor cooking are as follows: (1) the installed barbecue grills at the Poolside next to the Cabana; and (2) on the lanai of each Apartment, provided that the cooking appliance cooks with either propane gas or electricity; is portable and moved at least 12 inches away from any wall, railing or post when in use; is properly stored with a covering when not in use and in an unobtrusive manner within the lanai or enclosed rock area of the limited common elements. The Board shall have the authority to further restrict or prohibit barbecuing on the lanai of any Apartment, if the Board determines, in its sole discretion, that the use of the barbecue grill is done in such a manner as to create a nuisance, safety hazard, or otherwise creates an unsightly condition.



7. Tiki Torches. Tiki torches may only be used when an adult occupant of an Apartment is present. When an adult occupant is not present, the tiki torch must be extinguished. Tiki torches must be removed from lawns or flowerbeds when not in use and should be stored so as not to create unsightliness from neighboring lanais.

8. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: toys, recreational equipment stored on lanais or entryways, laundry or towels and bathing suits hung on lines, reels, lanai railings or lanai furniture; litter or trash containers except as specially provided; nondecorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or unshaded or improperly shaded lights that create objectionable glare.

9. Supplies or Other Goods. No household or commercial supplies, excess items, or similar articles shall be placed outside any apartment area or in a place where they can be seen from outside any apartment, except as the Board shall prescribe.

10. Personal Property. No items of personal property, including (but not limited to) baby carriages, velocipedes, bicycles, surfboards, toys and other recreation equipment, packages, boxes or crates shall be left or allowed to stand in any of the lanais, entryways or common areas, other than within the confines of the Apartment or within designated storage areas. Articles of any kind left in any of the Apartment lanais, entryways, or common areas, may upon reasonable notice from the Board be removed at the owner's sole risk and expense.

11. Street Trees and Other Landscaping. No owner, tenant or guest shall disturb cut, trim, damage or remove any of the trees located in the landscaped areas adjacent to roadways or parking areas, nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the common elements of the Project. Homeowners may engage in planting of personal landscaping or placement of garden art only after securing Board approval following Landscaping Guidelines adopted March 27, 2007 (see Attachment A).

12. Termite Inspections. At least once each year, the Association, through the ~~Managing Agent~~ Property or Site Manager shall cause the exterior and interior of each building (including the interiors of the apartments) to be inspected for termite damage. Each owner shall cooperate with the Association in providing access to his apartment for the purpose of such inspections. Any evidence of termite infestation or damage shall be reported immediately to the Site Manager ~~for the Managing Agent, if there is no Site Manager~~. ~~Note to Board: Annual interior inspection for termite infestation is commonplace (and good prevention) in condominiums. However, this has not been done at Kai Lani since the development was turned over to the Association. We should discuss when and how this should be done in the future. I'll add it to next month's agenda for general discussion.~~

13. Signs. No signs of any kind, except signs noting the presence of a security system and signs requesting removal of shoes (see below) that meet Board approved specifications, including, without limitation, real estate signs, shall be erected within the Project without the prior written consent of the Board. Real estate signs used in connection with open houses at the Project shall be limited to specific areas designated by the Board through ~~its managing agent~~ the Site or Property Manager. Although permission will be liberally granted, the Board shall have the right to remove any sign for which prior consent has not been obtained. In



connection with open houses, the Project gate shall remain closed at all times during the period of the open house to ensure Project security. Violations of this policy may result in withdrawal of Board consent to erect real estate signs.

14. Shoe Signs. To protect the aesthetics of the property, no exterior decorations may be hung from apartment doors (except acceptable holiday decorations from Thanksgiving to January 7<sup>th</sup> of each year) or the exterior walls of any unit except a sign that asks that shoes or slippers be removed with the following restrictions:

- The sign must pertain to only the removal of shoes or slippers before entering the home;
- The sign must be of non-rusting metal, bamboo, teak or other natural material, or ceramic;
- The sign is no larger than a 12-inch square (12 inches by 12 inches); and
- The sign is either the same color as the door/exterior wall to which it is attached, a light beige, or natural wood.

If in the process of hanging a "No Shoes" sign, the Homeowner or his/her agent causes damage to the door or exterior wall, the Homeowner shall be responsible for repairing the damage at his/her own expense to the satisfaction of the Association Board of Directors.

15. Lighting. Except for traditional holiday decorative lights, which may be displayed only between Thanksgiving and January 7, no temporary or permanent exterior lights, including lighted lanai plants shall be installed without the prior written approval of the Board. Holiday lights may not be hung from the roofs or on/in common area landscaping, except as authorized by the Board of Directors.

16. Lanais and Lanai Furniture. Modifications to the original construction, color or architecture of lanais, including the flooring of the lanai or lanai railing, may not be made without prior approval of the Board of Directors. Lanais may be furnished appropriately with typical lanai furniture which includes chairs, lounges and tables, which shall be kept in an orderly fashion and maintained in good, clean condition. Any furniture, plants or other articles which, in the opinion of the Board, are unsightly, shall be removed from the lanais upon the request of the Board. To protect against damage to landscaping, and so as to not impede the work of landscaping crews, when not in use, lanai furniture shall not be left on lawns.

17. Window treatments/coverings. So as to not create an unsightly condition, all window treatments/coverings visible to the Project shall be appropriately attached, solid in color, and either white, off-white, beige or of neutral color. Window treatments/coverings installed on or prior to the effective date of these Rules and Regulations that do not meet these criteria shall be allowed to remain until such time that they are replaced, at which time, replacement window treatments/coverings must conform to the criteria above.

18. Window tinting. Tinting of windows, glass doors, and other lanai glass is allowed with Vista Harmony, or if Vista-Harmony is unavailable, the approved closest available equivalent in terms of color, reflectivity and appearance. Any window tinting shall be professionally installed. Window tinting installed on or prior to the effective date of these Rules and Regulations that do not meet these criteria shall be allowed to remain until such time that they are replaced, at which time; replacement window tinting must conform to the criteria



above.

19. Lanai shades. Lanai shades are not allowed unless they are installed as part of the original construction or have received written approval by the Board. Lanai shades if approved by the Board shall be tan or beige, shall be property installed and maintained by the owner and at the owner's expenses, and shall not be left down for extended periods of time.

#### E. PARKING AREAS.

1. Parking. Each owner and his tenants, invitees and guests shall park their vehicles **only** in their garage, the parking stall or stalls assigned to such owner's apartment. ~~(if any) or in stalls designated as parking for the use of all owners.~~ Vehicles may only be parked in the stall of another owner with said owner's express permission. Vehicles may only be parked in front of a garage for loading/unloading purposes, or while being maintained or washed. Boats shall be parked or stored only in garages and must fit completely within the garage.

2. Method of Parking. Vehicles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and shall not block passages.

3. Violations. Violators of parking regulations shall have their vehicles towed away at their own risk and expense. If the violator is a tenant, invitee or guest of any owner, the owner shall be responsible for payment of the towing charge.

4. Current Vehicle Registration; Operable Condition; Repairs. Trailers, abandoned vehicles, stored vehicles and vehicles which are either obviously inoperable or do not have current vehicle registration shall not be permitted in the Project. For purposes of this section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen (14) consecutive days without prior approval of the Board. Extensive repairs of a vehicle, boat or other equipment shall not be permitted in the Project.

5. Speeding. Vehicles shall be driven at safe speeds within the Project not to exceed ten (10) miles per hour. Drivers are expected to observe traffic and directional signals for the safety of all.

6. Garages. Garages will be used only for the parking of vehicles and/or boats and the storage of recreational equipment, personal belongings, and trash cans.

7. Other Use Prohibited. The parking areas (other than the garages) shall not be used for recreational or storage purposes. Bicycles, tricycles, skateboards and the like shall not be ridden thereon.

8. Washing Vehicles, Etc. Each owner and his tenants shall wash, clean and polish vehicles only in front of the assigned garage or in the assigned parking space. Owners and tenants washing, cleaning or polishing vehicles shall clean the area thoroughly before leaving. Owners and tenants shall use reasonable measures to conserve water when washing their vehicles.

9. Responsibility for Damage. Damage to vehicles and other objects or to the common elements shall be the responsibility of the person causing the damage.



## F. POOL AREA – GENERAL

For the purpose of this section "Pool Area" refers to the swimming pool, spa, cabana, restrooms, barbecues and all other facilities located within the fence surrounding the swimming pool.

1. Use by Owners, Tenants, Family Members and Guests; Assumption of Risk. Use of the Pool Area located within the Project, consisting of the restroom/covered patio area (cabana) and spa and the swimming pool (the "Swimming Pool"), is limited to apartment owners, their tenants, and family members residing on property of apartment owners or tenants, and guests. An owner or such owner's tenant must accompany and remain with their respective guests while in any part of the Pool Area. Adult overnight guests may use the pool area without the owner or tenant being present. Children under the age of fourteen (14) are not permitted in the ~~Swimming Pool~~ Pool Area unless accompanied by an adult. Anyone using the Pool Area does so at their own risk.
2. Hours. The Pool Area may be used only between the hours of 8:00 a.m. and 9:00 p.m. daily.
3. Number of Users. Not more than six (6) guests from any one (1) apartment shall use the Pool Area at one time without obtaining prior authorization by completing the Private Party Reservation Process with the Site Manager ~~or Managing Agent~~ (see # 4 below).
4. Private Parties in Pool Area. If a Homeowner or Tenant wishes to host a private party for more than six (6) individuals (including occupants of the Apartment) in the pool area, a reservation must be ~~made a week~~ in advance with the Site Manager ~~or Managing Agent~~. The Pool Area is not available for reservation on Federal Holidays and maximum attendance is limited to twenty (20) with at least one (1) adult for every four (4) children under the age of 14 in attendance. Such reservation does not give the homeowner or his/her guests exclusive use of the pool area. Other owners, tenants and their guests may also use the pool, spa and barbecues during a reserved party. The reservation is for use of the cabana, cabana chairs and two (2) tables and one barbecue only. **The Homeowner/Tenant hosting the party MUST BE PRESENT within the pool area at all times during the function, and is responsible for ensuring that all guests attending the function do not interfere with pool, spa or grill access by other residents, and that all guests comply with all of the Rules and Regulations contained herein.**
5. Breakable Items. Breakable items such as glassware, ceramics, chinaware, and bottles are prohibited in the Pool Area. Any beverage brought to or consumed in the Pool Area must be in a non-breakable container (can, paper, or shatter-proof plastic).
6. Furnishings and Equipment. Only approved furnishings and equipment are allowed within the Pool Area. No furnishings or equipment located within the Pool Area shall be removed from the Pool Area or tampered with in any manner. Specifically and without limiting the generality of the foregoing, no user of the Pool Area shall interfere in any manner with any portion of the Swimming Pool equipment, or lighting apparatus, or electrical and plumbing devices in or about the Pool Area.
7. Personal Belongings. No personal belongings shall be left within the Pool Area by any user thereof.



8. Audio Devices. Audio devices such as radios, stereos, CD players, etc. may be used in the Pool Area only if earphones are used in connection with such devices.

9. Violation of Pool Area Rules and Regulations. In addition to any other rights that the Board, the ~~Managing Agent~~ Property or the Site Manager (if any) may have, the Board members, Aloha Security, the ~~Managing Agent~~ Property Manager and the Site Manager if any, shall have the right to direct anyone violating these Rules and Regulations relating to the Pool Area to leave the Pool Area.

10. Pets (except working Guide Dogs) are not allowed in the pool area.

11. Smoking in the pool area is prohibited.

#### **G. POOL AREA - SWIMMING POOL AND SPA.**

1. No Lifeguard on Duty. There is no lifeguard on duty. Anyone using the Swimming Pool does so at their own risk. Parents and/or guardians are responsible for the safety and conduct of their children. It is strongly recommended that owners, tenants, and such owners' and tenants' family members and guests who are not competent swimmers either refrain from using the Swimming Pool or use the Swimming Pool accompanied by a competent and responsible swimmer providing direct supervision within an arm's length of the less competent swimmer.

2. Safe Use of Spa. Use of the spa may present a health or safety danger to children, pregnant women and their unborn child, and individuals on medications or with medical conditions, and individuals who are under the influence of alcohol or other controlled substances. Such individuals should avoid using the spa, or at the very least, limit use to no more than fifteen (15) minutes. Children under the age of fourteen (14) may not use the spa unless a healthy, capable adult is present in the spa with the child at all times. The adult supervising the child is solely responsible for the child's safety and for monitoring that such child does not become overheated by the spa. Pregnant women and individuals who have a medical condition, are on medications, or who have consumed alcohol or other controlled substances use the spa at their own risk, and are advised to consult with a physician regarding the safety of spa use prior to using the spa.

3. No Horseplay. No diving, excessive splashing, pushing, running, screaming, shouting, or other boisterous conduct in or around the Swimming Pool is permitted. Games involving the throwing of balls or other objects or mounting another's shoulders are not allowed in the pool area.

4. Appropriate Attire. Appropriate swimming attire must be worn in the Swimming Pool. Bathing caps or hair bands are recommended for persons with long hair. Hairpins are not permitted in the Swimming Pool. Diapers are not permitted in the Swimming Pool unless protected with waterproof covering especially designed to cover diapers ~~or disposal~~ diapers for swimming ("swimming diapers").

5. Showers Required. Any person using the Swimming Pool shall take a shower prior to entering the Swimming Pool.

6. No Food ~~or Smoking~~. No eating is permitted within the Swimming Pool.



7. Flotation Devices. No large flotation devices, diving fins, or scuba equipment are permitted in the Swimming Pool or Spa. Swimming aids and floatable devices may be used in the Swimming Pool or Spa if they are used for safety reasons and do not inconvenience or inhibit the safety of others.

8. Health Precautions. For health reasons, persons with infectious or communicable diseases or open wounds are not permitted in the Swimming Pool or Spa. Spitting, spouting of water, nose blowing, or discharge of bodily wastes in the Swimming Pool or Spa are strictly prohibited.

#### H. NOISE AND NUISANCES.

1. No nuisance shall be allowed in the apartments or the common elements, nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the apartments and/or the common elements by other owners or occupants.

2. Residents and other occupants of the apartments shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.

3. Radios, TV's, stereos etc., in the apartments must be played at reduced volume after 10:00 9:00 p.m. and before 8:00 a.m.

4. Excessive noise at any time should be reported to the Onsite Site or Property Manager or Managing Agent who will take appropriate action.

#### I. BUILDING MODIFICATIONS.

1. Except as permitted by the Declaration or the By-Laws, no structural change of any type, temporary or permanent, shall be permitted either within or without an apartment without prior written approval and consent of the Board. Any approved modifications must be consistent with the original construction and architectural design of the property, and must be the same or a complimentary color as the building if the approved modification can be viewed from outside of the building.

2. Except as otherwise provided herein, no signs (except alarm system or other Board approved shoe signs), signals, exterior adornments or lettering shall be inscribed or exposed on the exterior of any apartment (other than the apartment number and items approved by the Board), nor shall anything be projected out of any window.

3. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building.

4. Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.



7. Flotation Devices. No large flotation devices, diving fins, or scuba equipment are permitted in the Swimming Pool or Spa. Swimming aids and floatable devices may be used in the Swimming Pool or Spa if they are used for safety reasons and do not inconvenience or inhibit the safety of others.

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#### H. NOISE AND NUISANCES.

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3. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the building.

4. Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.



5. All repairs of doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within each apartment (including the garage) such as water, power, electricity, gas (if any), telephone, sanitation, sewage, lights, lamps, and all other fixtures, appliances and accessories belonging to such apartment (including the garage), including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such apartment (including the garage), together with the Air Conditioning System, but not including the lanai, shall be at the owner's expense.

6. Except as otherwise provided herein, no projections or exterior decorations shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board. Exterior holiday decorations may only be displayed in accordance with restrictions set forth herein from Thanksgiving through January 7<sup>th</sup>.

7. No Apartment owner or occupant shall erect or place in the project any building or structure including fences and walls.

8. Requests to install satellite dishes, solar panels and similar equipment must be submitted to the Architectural Committee and be approved by the Board of Directors prior to installation.

**J. MAINTENANCE; EMPLOYEES OF THE ASSOCIATION.**

1. Every owner, occupant or guest is to do his part and to use his influence on all members of his household to do their part towards abating unsightliness within the Project to the fullest practicable extent.

2. No maintenance employee shall be asked by an owner, occupant, tenant or guest to leave the common elements or to perform any tasks.

3. Cleaning of individually owned apartments, including lanais and all windows, is a responsibility of the respective owners, occupants, tenants or guests.

**K. HAZARDS.**

1. The common elements other than the pool area shall not be used for recreational activities of any kind, except for functions sponsored by the Homeowner's Association which are approved in advance by the Board of Directors. Parents or legal guardians are responsible for the appropriate supervision of minors at all times.

2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb or property.

3. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or in the cancellation of the insurance or increase in the insurance rate on the buildings.

4. No fireworks of any kind shall be ignited or used anywhere in the Project at any time.



**L. GENERAL RULES AND REGULATIONS.**

1. The ~~Managing Agent~~ Property or Site Manager is not required to give access to apartments or buildings; provided, however, that as provided in and subject to the provisions of the By-Laws, the ~~Managing Agent~~ Property or Site Manager shall give each mortgagee of an apartment or any interest therein and its agents access through the common elements for the purpose of passage to any apartment on which such mortgagee holds a mortgage.

2. Owners, tenants and other occupants shall file their name, address and telephone number, email address, and signature with the ~~Managing Agent~~ Property and Site Manager upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the ~~Managing Agent~~ Property and Site Manager with such other reasonable information as shall be requested from time to time.

3. Each owner and tenant shall be responsible for the keys and security codes to locked entrances to his apartment and garage. However, to facilitate the right of access provided by the By-Laws to the ~~Managing Agent~~, the Onsite Manager (if any) or the Board, each owner may, but shall not be required to, furnish keys to the ~~Managing Agent~~ or the Onsite Manager (if any). If an owner or tenant desires to furnish keys to the ~~Managing Agent~~ or the Onsite Manager (if any), such owner or tenant shall execute a release and indemnification agreement in a form provided by the Board agreeing that the owner or tenant releases the ~~Managing Agent~~, the Onsite Manager (if any) and the Board of and from any and all liability and indemnifies and holds harmless the ~~Managing Agent~~, the Onsite Manager (if any) and the Board from any claims, damages or liabilities that may be incurred by the ~~Managing Agent~~, the Onsite Manager (if any) or the Board in connection with such keys being furnished to the ~~Managing Agent~~ or the Onsite Manager (if any). The delivery of such keys shall be at the sole risk of such owner or tenant, and the ~~Managing Agent~~, the Onsite Manager (if any), and the Board of the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. If an owner or tenant elects not to furnish keys to the ~~Managing Agent~~ or the Onsite Manager Homeowners are advised, but not required to provide in case of emergency, a key and the garage codes to their unit to a trusted neighbor, friend, or rental agent. As an employee of the Association, the Site Manager may not accept any keys or codes from Homeowners, and may not enter an apartment or garage without the Homeowner, Tenant or their designated representative except in emergencies requiring forcible entry. ~~(if any) and~~ If an emergency arises requiring a forcible entry into ~~the~~ an apartment, the owner or tenant of the apartment shall be solely liable for all costs and expenses arising in connection with such forcible entry, including all costs of replacement or repair to any part of the apartment or common elements damaged by the forcible entry.

4. Each owner and tenant shall assume full responsibility for protecting his apartment, automobile(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

5. Toilets, sinks, and other water apparatus in the Apartments or anywhere on the Project shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, sanitary napkins, diapers or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an Apartment shall be repaired and paid by the owner of such Apartment. In the event that more than one Apartment is involved in such damage, and the person(s) responsible cannot be



identified, then the cost of repairs shall be borne equally by the owners of all affected apartments. Any such damage resulting from misuse of any toilets, sinks or other water apparatus on the common elements (if any) shall be repaired at the direction of the Board, and the cost of repair shall be paid by the person(s) responsible for such misuse unless the party responsible for the misuse cannot be identified in which case the cost of repairs shall be born by the Homeowners as a common expense.

6. Each owner shall observe and perform these Rules and Regulations and ensure that his tenants and such owner's and his tenants' family members and guests also observe and comply with the Declaration, the By-Laws, and these Rules and Regulations. Owners will be responsible for their tenants' and such owners' and their tenants' family members' and guests' observance of all Rules and Regulations as set forth herein. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees.

7. If the immediate service of the Honolulu Police Department, the Fire Department, the Paramedics, an Ambulance or Doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the ~~Onsite Site or Property Manager or Managing Agent.~~

#### **M. VIOLATIONS OF THESE RULES.**

##### **1. Reporting Violations and Damages.**

(a) All corrective actions regarding violations of the Rules and Regulations and damages to the common elements will be enforced by the Board and should be reported promptly to ~~the Board or the Site or Property Manager or Managing Agent.~~

(b) Damages to common elements shall be surveyed by the Board or the Managing Agent at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any owner for damages caused directly or indirectly by his tenants or such owner's or his tenants' family members or guests.

##### **2. The Violation of Any of These Rules and Regulations Shall Give the Board, the Managing Agent Property or Site Manager or Their Agents the Right to:**

(a) ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE RISK AND EXPENSE OF THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE), ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF, AND THE BOARD, ~~THE PROPERTY OR SITE MANAGER, OR THEIR MANAGING AGENTS~~ SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR

(b) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER



(WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE).

N. AMENDMENTS.

These Rules and Regulations may be amended only by a majority of the Board at a duly called meeting of the Board of Directors; provided, however, that prior to the first meeting of the Association and the election of the initial Board of Directors, Kai Lani Company, LLC, a Hawaii limited liability company, the developer of the Project, shall have the right, from time to time, to amend these Rules and Regulations. **Note to Board: Now that the property has been turned over from the developer to the Association, this original language is no longer applicable.**

ADOPTION

The foregoing Rules and Regulations, having been approved by a majority of the Kai Lani Homeowner's Association Board of Directors are hereby adopted.

Dated: Kapolei, Hawaii August 27, 2004 and Updated July 1, 2007

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Lee Munson, President Kai Lani AAO



**Attachment A**  
**Kai Lani of Ko Olina**  
**Landscaping Design Guidelines**  
**(Adopted by Board of Directors and Effective March 27, 2007)**

These Landscaping Design Guidelines are applicable to the design and installation of landscaping elements within the Kai Lani of Ko Olina property and are established to:

- Provide continuity in the overall landscape design of the property;
- Ensure that the size and character of Kai Lani landscape treatments are compatible with the scale and style of the property as well as the overall resort design of the Ko Olina development;
- Ensure that landscaping elements create aesthetic and functional solutions to environmental considerations such as enhancing view corridors and overall ambiance of the property, creating privacy wherever compatible with security considerations, screening of undesirable views or elements, minimizing erosion, and providing shade and temperature control wherever possible;
- Ensure that adequate consideration of maintenance requirements is given as part of the creative process for landscape design;
- Ensure that original developer landscape design concepts are preserved while enhancing original design concepts with supplemental features consistent with the property's maturity; and,
- Ensure that Kai Lani landscaping is visually consistent with a tropical resort by providing maximum opportunity for lush, multi-colored and varied tropical plants within the property.

**Plant Selection**

Only live plants will be placed within the common elements of the property.

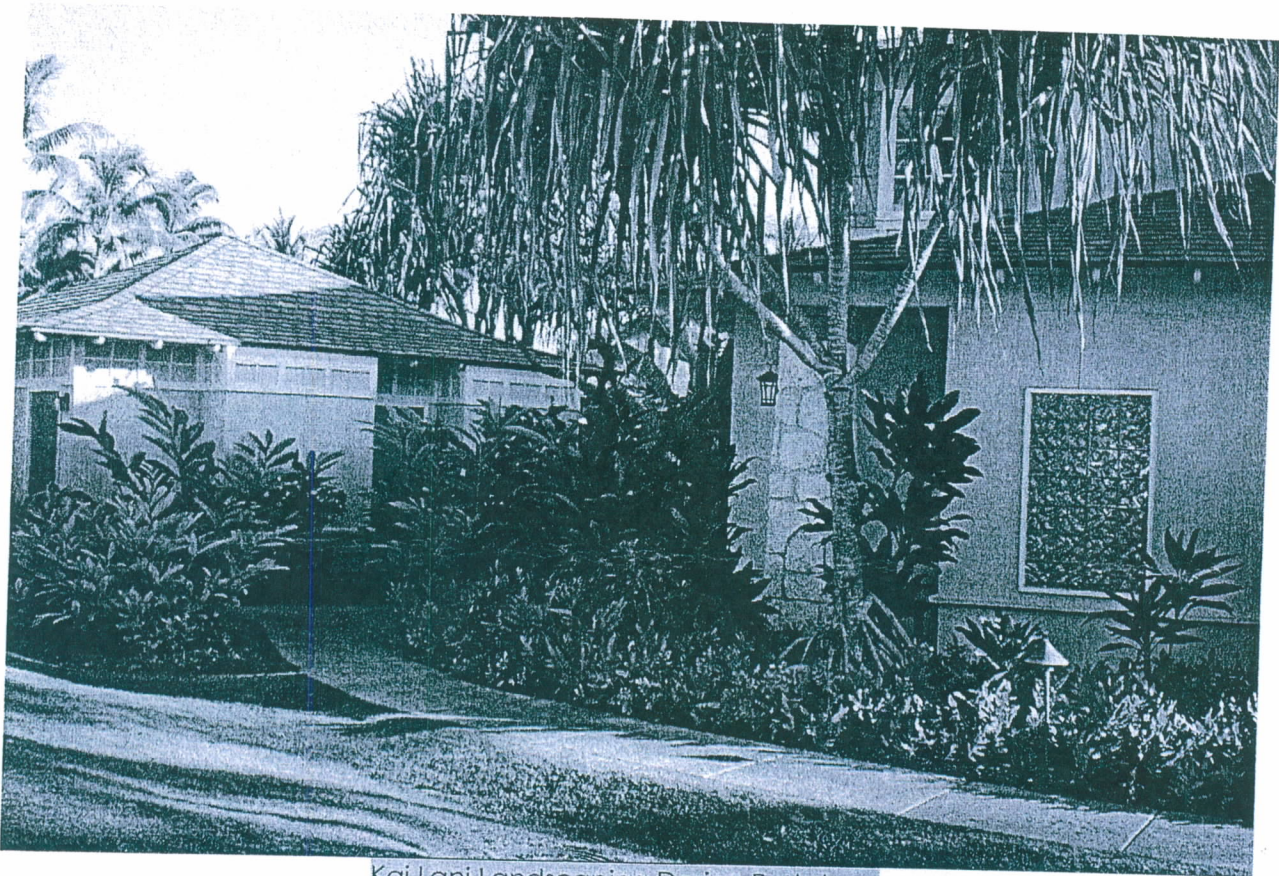
Plants will be selected from a list provided by Kai Lani's landscaping maintenance contractor; identified by the contractor as those that:

- Have shown the ability to thrive under conditions present on the Kai Lani property (with regard to sun exposure, drainage and water salinity levels); and,
- Plants that can be maintained by the contractor's crews within the scope of their contract with Kai Lani.

Specific plant placement throughout the property will be based on the landscaping maintenance contractor's assessment of which plants will thrive and achieve maximum propagation at each location within the property.

Landscaping consistent in design, density and condition as illustrated in the photo below will serve as the model for landscaping design in the common elements of the Kai Lani property.





Kai Lani Landscaping Design Prototype

### **Homeowner Planting of Gardens**

Kai Lani Homeowners take great pride in the property and to that end periodically wish to supplement existing landscaping with additional planting to provide color, variety and additional density to common elements. To support such efforts while also maintaining the integrity of overall landscape design, all such plantings must be approved by the Landscaping Committee and Board of Directors before any such plantings are placed on the property. These Guidelines and Procedures are outlined on the following pages.

### **Guidelines and Procedure for Homeowner Enhancement of Existing Landscaping**

Homeowners who wish to take responsibility for the rehabilitation of flower beds adjoining their units may do so following these guidelines:

- "Volunteer" gardens planted by homeowners as of March 27, 2007 will be evaluated for consistency with these Guidelines by Gene Totty of Westside Maintenance; specific concerns (if any) will be addressed with individual homeowners. "Volunteer" gardens planted after March 27, 2007 are subject to prior approval and all Guidelines outlined in this document.
- Only live plants may be placed in the common elements.



- Plants must be selected from the list of acceptable plants approved by the Board of Directors.
- Owners must submit their request in writing using the attached form, to the Landscaping Chair. This may be done via email, hand-delivery, or US Mail. The Landscaping Chair will first review such requests with the landscaping maintenance contractor to evaluate feasibility and sustainability, and then present such requests to the Landscaping Committee for its consideration. The Landscaping Committee will vote to accept, modify or deny the request. The majority vote of the Committee members will determine the recommendation of the Committee. The Chair will then take the Committee's recommendation (accept, modify or deny request) to the Board of Directors (BOD) for final approval. Planting may not begin without final BOD approval.
- Homeowners who wish to place additional plants into the common elements will purchase such plants after approval at their own expense, and will not be reimbursed for such expenses by the Association.
- Approved planting must be done by the Homeowner(s) making the request. No outside gardening/landscaping contractors, other than the Association's landscaping maintenance contractor will be allowed to perform work on the property without prior express approval from the Board of Directors.
- Approved planting work must begin within 30 calendar days of Board approval, and must be completed within 30 days after the approved project work begins.
- Owner(s) engaging in enhancement plantings agree to also place stepping stones in a manner that facilitates landscaping maintenance crew access to maintain grounds. This will be done in consultation with the landscaping maintenance contractor to ensure that placement of stepping stones is consistent with landscaping crew needs.
- Owner(s) engaging in enhancement plantings assume responsibility for any damage to common elements and electrical or irrigation systems that may occur during rehabilitation (see attached form for liability acceptance).
- Enhancement plantings may not block views or egress. If future growth interferes with views or egress, such plants will be trimmed or removed at the Board's discretion.
- Owner(s) placing enhancement plantings assume responsibility for nurturing new plantings including additional watering by hand until the plants become established (this will generally require 1-3 months of additional attention).
- If part of the enhancement planting includes removal of existing plants (e.g. pampas grass), prior approval by the Landscaping Committee is required.
- All enhancement plantings placed by homeowners before and after March 27, 2007 become the property of the Association upon placement into the common elements.
- All enhancement planting projects must be signed-off as complete and within approved guidelines by those Landscaping Committee members on-property at the time of the project's completion. A Landscaping Committee member cannot sign-off on his/her own enhancement planting project. If the Chair of the Committee engages in



enhancement planting, the sign-off will be by majority vote of the Landscaping Committee.

See Next Page for Self-Planting Application Form

## Request for Approval for Enhancement Planting Project

Name(s) of owner(s) making request:	Unit #:
Contact phone #: ( )	Contact e-mail address:
Date of request:	Unit #'s adjoining area to be planted:

Provide a list of the plants that you would like to plant. Next to each plant type, indicate the number of plants you would like to place.

Provide a description of where you would like to place the plants listed above (e.g., in flower bed between garages for buildings 17 & 18). Attach a sketch that illustrates the proposed planting schematic.

### Certification and Agreement:

My/Our signature below certifies that I/we understand and agree to the following in connection with our request to place enhancement plantings in the common element landscaping as indicated above. **NOTE: ALL OWNERS OF RECORD FOR THE UNIT MAKING THIS REQUEST MUST SIGN BELOW BEFORE THIS REQUEST CAN BE SUBMITTED TO THE LANDSCAPING COMMITTEE FOR CONSIDERATION. FINAL APPROVAL OF THIS REQUEST IS AT THE BOARD OF DIRECTOR'S DISCRETION BY MAJORITY VOTE OF THE BOARD.**

I/We agree that I/we will only place into the common elements the plants approved by the Landscaping Committee and Board of Directors.

I/We understand and agree that any plants I/we place into the common elements, upon placement become the property of the Homeowner's Association of Kai Lani of Ko Olina and those plants may be removed at a future time at the discretion of the Board of Directors, by majority vote of the Directors. I/We also understand that I/we will not be reimbursed if in the future such plants are removed at the Board's direction.

I/We understand and agree that any enhancement planting I/we do must not interfere with existing structures, irrigation or electrical systems, egress or views.



I/We agree to begin the requested project within 30 calendar days of Board approval, and to complete the project within 30 calendar days after work begins.

I/We understand and agree that no structure, irrigation or electrical system, egress, or view may be altered or modified to accommodate the planting project proposed above.

I/We assume all financial liability for any damage that may be done to common elements, electrical and/or irrigation systems during or as a result of my/our planting efforts.

My/Our signature(s) below certify that I/we have read, understand, and agree to the **Guidelines and Procedure for Homeowner Enhancement of Existing Landscaping**, as well as to all of the above, and hold the Board of Directors and members of the Association of Homeowners of Kai Lani of Ko Olina harmless for any claims associated with my/our landscaping enhancement project.

Owner(s) of Record for Kai Lani of Ko Olina Unit #: \_\_\_\_\_

Signature	Print Name	Date Signed
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Signature	Print Name	Date Signed
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## Garden Art Guidelines and Procedure

Occasionally, homeowners request authorization to place garden art in the common elements. Any such placement requires advance approval of the Landscaping Committee and Board of Directors following the Guidelines and Procedure outlined on the following pages.

### **Guidelines and Procedure for Placement of Garden Art in Common Elements**

Homeowners wishing to place garden art in the common elements must follow the following process and obtain approval **before** placement of such art:

- Such art must be consistent with our ocean front living and marine life.
- Owners must submit their request in writing using the attached form, to the Landscaping Chair. This may be done via email, hand-delivery, or US Mail. The Landscaping Chair will first review such requests with the landscaping maintenance contractor to evaluate feasibility and sustainability, and then present such requests to the Landscaping Committee for its consideration. The Landscaping Committee will vote to accept, modify or deny the request. The majority vote of the Committee members will determine the recommendation of the Committee. The Chair will then take the Committee's recommendation (accept, modify or deny request) to the Board of Directors (BOD) for final approval. Placement of garden art may not begin without final BOD approval.
- Garden art is purchased at the individual's making the requests' expense; garden art must be maintained in clean and "mint" condition at all times by the homeowner placing the approved garden art.
- Placement of approved garden art must be done by the Homeowner(s) making the request. No outside contractors will be allowed to perform garden art placement work on the property without prior express approval from the Board of Directors.
- Work to place approved garden art must begin within 30 calendar days of Board approval, and must be completed within 30 days after the approved project work begins.
- The owner(s) placing approved garden art assumes full responsibility for any damage to common elements and irrigation/electrical system(s) that may occur as a result of the placement of approved garden art.
- Garden art must not interfere with any elements of the landscaping, landscaping maintenance, views and/or egress, or result in any damage to landscaping, common elements or building structural integrity.
- No alteration of electrical or irrigations systems will be made to accommodate garden art.



- Any garden art placement that has already been placed is subject to the above approval process, and shall be temporarily removed until such process can be completed.
- The owner(s) placing approved garden art in the common elements hold the Association harmless for any theft, removal, vandalism, or damage that may occur to such garden art.

See Next Page for Garden Art Application Form



## Request for Approval to Place Garden Art in Common Area Adjoining Unit Owned

Name(s) of owner(s) making request:	Unit #:
Contact phone #: ( )	Contact e-mail address:
Date of request:	Unit #'s adjoining area to be planted:

Describe the garden art you wish to place in the common elements and attach a photograph of such art. Attach a photograph of the area where you propose placement of the garden art.

### Certification and Agreement:

My (our) signature below certifies that we understand and agree to the following in connection with my/our request to place garden art in the common elements as indicated above. **NOTE: ALL OWNERS OF RECORD FOR THE UNIT MAKING THIS REQUEST MUST SIGN BELOW BEFORE THIS REQUEST CAN BE SUBMITTED TO THE LANDSCAPING COMMITTEE FOR CONSIDERATION. FINAL APPROVAL OF THIS REQUEST IS AT THE BOARD OF DIRECTOR'S DISCRETION BY MAJORITY VOTE OF THE BOARD.**

I/We agree that I/we will only place into the common elements the garden art indicated above.

I/We understand and agree that any garden art I/we place into the common elements, upon placement becomes the property of the Homeowner's Association of Kai Lani of Ko Olina and that such garden art may be removed at a future time by majority vote of the Board of Directors.

I/We agree to begin the requested garden art placement within 30 calendar days of Board approval, and to complete the requested placement within 30 calendar days after work begins.

I/We understand and agree that any garden art placement must not interfere with existing structures, irrigation systems, egress or views.

I/We understand and agree that no structure, irrigation system, egress, or view may be altered or modified to accommodate the garden art placement proposed above.

I/We assume all financial liability for any damage that may be done to Common elements, electrical and/or irrigation systems during or as a result of placement of the proposed garden art.

My/Our signature(s) below certify that I/we have read, understand, and agree to the **Guidelines and Procedure for Placement of Garden Art in the Common Elements**, as well as to all of the above, and hold the Board of Directors and members of the Association of Homeowners of Kai Lani of Ko Olina harmless for any claims associated with my/our landscaping enhancement project.

Owner(s) of Record for Kai Lani of Ko Olina Unit #: \_\_\_\_\_

Signature	Print Name	Date Signed
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Signature	Print Name	Date Signed
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