



KUNIA LOA RIDGE FARMLANDS ASSOCIATION RULES

PURPOSE:

To establish Rules for the Association of Kunia Loa Ridge Farmlands (KLRF), to include members, guests, visitors, and renters associated with KLRF (“Users”), in a reasonable attempt to ensure good order and safe operations as well as to maintain a level of cooperation within KLRF. The Rules are designed by the Board of Directors (BoD) to supplement and be in addition to the terms included in the Association’s governing documents. In any case where any of the Association Rules conflict with any of the provisions in the Lease; Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for the Kunia Loa Ridge Farms Agricultural Subdivision (DCC&Rs); and/or Bylaws of Kunia Loa Ridge Farmlands (“Bylaws”), and all amendments and restatements thereof, and /or existing governmental laws and/or policies, existing governmental laws and/or policies shall control over inconsistent provisions of the Lease, DCC&Rs, Bylaws, and Association Rules; inconsistent provisions of the Lease shall control over inconsistent provisions of the DCC&Rs, Bylaws, and Association Rules; inconsistent provisions of the DCC&Rs shall control over the Bylaws and Association Rules; and inconsistent provisions of the Bylaws shall control over Association Rules. KLRF reserves the right to modify the Association Rules for the betterment of the Association and/or to establish Rule waivers; however, no such waiver shall be construed as a waiver of such Rules to prevent KLRF from further enforcement. KLRF is not responsible for injury or damages caused by violation, misinterpretation, or non-adherence to the Rules, or any event or action that results in harm. KLRF may seek to repair any such harm or damage through charges assessed to the violating party. Violations of laws may be prosecuted to the full extent. All Users shall be deemed to have agreed to abide by these Rules. Previous versions of Rules and email correspondence regarding Rules are rescinded. While the BoD attempts to enforce the Rules for good order and safe operations, individuals are advised to contact appropriate authorities in the event of emergency situations and submit a follow up report to the BoD through the KLRF Superintendent.

1. Safety/ Health

a. Members must mark each Lot with a sign visible at the main entry point to facilitate identification of the location for authorized emergency personnel. The standard for the sign is metal, 18” H x 12” W, blue background with 6” white letters.

b. All Users must comply with all R-1 Water requirements, to include signage and purple piping. Improper (e.g. car washing) and/or excessive (e.g. uncontrolled) use of R-1 Water is prohibited. KLRF does not provide potable water.

c. No cesspools, leach fields, septic tanks, outhouses, or composting toilets are allowed. Government approved portable toilets that involve certified waste removal on a regular basis are allowed. Any waste that is produced on KLRF must be handled in accordance with applicable regulations.

d. Burning is prohibited, to include campfires, fireworks, and any burning on the ground of any kind. Small, personal grill cooking fires are permissible (if conditions do not indicate “extreme fire hazard”) given proper oversight is maintained and a fire extinguisher and or/ charged water hose are on hand. Any allowable fire must be extinguished when completed and shall not annoy, disturb and/or cause discomfort to any User in the free use, possession, or enjoyment of his/her/their/its property.



- e. Discharging firearms is prohibited on KLRF property, as well as hunting of any animals with any type of weapon to include guns, arrows, or knives.
- f. Users must follow posted safety signs to include not exceeding 20 MPH (or slower depending on road conditions).
- g. Non-standard vehicles to include all-terrain vehicles, must be operated safely and not in a manner that is hazardous to operators or bystanders, or in a way that damages property and/or infrastructure, (e.g. spinning tires, drifting, or racing).
- h. Use of chemicals and any hazardous substances may be restricted based on environmental conditions, (e.g. wind). Fertilizer and flammable materials must be separated when stored.
- i. Fire extinguishers, in proper working condition, are mandatory in all structures. Written plans for emergency evacuation should be developed and posted.

2. Gate

- a. Access to KLRF property is controlled through a gate with a limited number of keys that are available for purchase and then registered and issued to specific individuals (2 keys per recorded ownership per acre with 2 keys per Renter with no more than 2 Renters per acre: not to exceed 6 keys per acre). Keys are subject to being re-registered by the BoD. Any loss or mishandling of the key must be reported to the BoD through the KLRF Superintendent immediately.
- b. Unauthorized access or manipulation of the gate is prohibited.
- c. Tailgating through the gate is prohibited.
- d. Fees for materials being delivered may be charged before accessing KLRF property.
- e. KLRF is not responsible for User's personal safety and/ or security of property and equipment.

3. Appearance/ Upkeep

- a. All members and personnel utilizing KLRF property are required to maintain a clean and orderly appearance on their respective Lots, to include no littering or collection of trash, waste, or non-Agricultural ("non-Ag")-related materials at any location.



- b. Dumping, burying, or storing waste or rubbish or non-Ag-related materials to include construction debris on Lots or easements is prohibited.
- c. Storing vehicles, boats, or other machinery that is non-Ag-related, non-operational, or unregistered is prohibited.
- d. Posting of signs outside of a User's Lot is prohibited without proper authorization and approval in writing by the BoD.
- e. Perimeter fencing must use standard fencing materials. Any fencing material must first be approved by KLRF Design Committee and/or Board of Directors.
- f. Users must adhere to relevant guidelines regarding structures. Structures must not be allowed to deteriorate into unsightly and/or unsafe condition.

4. Usage/ Activities

- a. All members are required to file a Farm Plan (includes a sketch, a list of activities, and member contact information/rental agreements) with the BoD upon BoD request, or every 2 years, or prior to any substantial change to the Lot, (e.g. change in membership/renters, boundary changes within a Lot, construction of any structure, or any activity requiring a permit). Lots with LLC's must incorporate all members of the LLC into one Farm Plan for the entire Lot.
- b. Rental agreements require prior written consent from BoD (maximum of 2 renters per acre).
- c. Transactions involving a change in membership must be reported to the BoD in advance.
- d. Dwellings, vacation rentals, recreational camping, construction base yards, marijuana growing (with medical marijuana cards or otherwise) are prohibited on KLRF property. All activities must be in line with approved Ag-related uses.
- f. Gambling on KLRF property is prohibited.
- g. Moving of survey pins is prohibited.

5. Structures

- a. Designs for all completed and proposed structures must be reviewed by the KLRF Farm Superintendent prior to submission to the BoD.



b. Proposals for structures can only be submitted by KLRF members, not renters, and must be included on the Farm Plan.

c. Certain exempted structures may not require permits, but all structures must be identified on the submitted Farm Plan and reported to the Department of Planning and Permitting for registration.

d. Electrical wiring and solar energy devices, including but not limited to photovoltaic (“PV”) systems are authorized with proper permits and installation of electrical wiring by a qualified, licensed, insured electrical contractor and installation of solar energy devices, including but not limited to PV systems by a qualified, licensed, insured contractor.

e. Fencing must not exceed 6 feet in height. Fencing must use standard fencing materials specified above in Rule 3.e.

f. Structures must be set back 15’ from Lot boundaries and other permitted structures. All permitted structures require 50’ clearing from overgrown brush.

6. Grading

a. Grading activities must be included on the Farm Plan and submitted to the BoD prior to work being done.

b. Any grading requires the implementation of appropriate conservational practices which should be shown on the Farm Plan, (e.g. ground cover).

7. Easements

a. Easements must be cleared and maintained to be accessible for designated purposes and not allowed to be overgrown with brush more than 3 feet high.

8. Animals

a. In accordance with Hawai’i Revised Statutes (“HRS”), Chapter 711-1109, et seq. prohibiting cruelty to animals, no Users of KLRF property shall bring, raise, keep, use, or breed any chicken, rooster or any other animal to or on KLRF property with the intent of, or for the purpose of engaging such animal in an exhibition of cockfighting and/or an exhibition of any other form of fighting between any animals or between any animal(s) and any person(s) on KLRF property. No Users of KLRF property shall allow, sponsor, arrange, participate in, or hold a cockfight or any other form of fighting between any animals or between any animal(s) and any person(s) on KLRF property. No Users of KLRF property shall in any way be connected with, or



interested in the management of, or receive money for the admission of any person to KLRF property for the purpose of fighting or baiting any animals. KLRF reserves the right to take any and all legal action as may be necessary to seize any animal from its owner and to permanently remove any animal from KLRF property which the BoD determines is being brought, raised, used, kept, or bred to or on KLRF property in connection with any cockfight, any other form of fighting between animals or between any animal(s) and any person(s), or any other purpose or activity prohibited by these rules, Hawaii Revised Statutes, Chapter 711-1109, et seq., and/or any other applicable rules, ordinances, statutes, or other laws

b. There shall be no more than two (2) roosters per acre and tethering of roosters is strictly prohibited on KLRF property.

c. Animals, to include dogs, must always be controlled on a leash and/or confined to the animal owner's Agricultural Lot and secured within such Lot by authorized fencing .

9. Consideration of Others

a. Any large group gatherings over 50 people require 1 (One) week advance notification to the BoD through the Farm Superintendent and must abide by all Rules, to include Farm Hours. Farm Hours are from 5:00 AM to 8:00 PM. Access to KLRF between the hours of 8:00 PM to 5:00 AM is by key only.

10. Protecting Land/ Infrastructure

a. All known archaeological and historical sites are to be protected and left undisturbed and made available for inspection as required. Any new sites that are discovered must be reported to the KLRF Management Team immediately.

b. Lots that are restricted to ranching only must abide by the restrictions.

c. All inbound fill material must be pre-approved by the KLRF Superintendent and must be "clean." Deliveries must be coordinated in advance with deliveries scheduled on weekdays only, are subject to inspections, and may require certification in addition to processing fees.

d. Driveways onto KLRF roads may be required to have approved culverts installed to minimize road erosion.

e. The components of the KLRF Water System, to include Reservoirs and the KLRF area surrounding the Reservoirs, are off limits to unauthorized personnel. The Farm Office is off limits to unauthorized personnel.



f. Stream channels and seasonal dry beds must remain unblocked with a 50' setback for any construction activities.

g. Any insect/ beetle/ animal monitoring devices must not be disturbed.

h. Members are required to provide the BoD or the Managing Agent with a current Certificate of Insurance from an insurance company admitted to do business in Hawaii, or such other insurance company as may be acceptable to the BoD following consultation with the Association's insurance broker, naming KLRF as an Additional Insured on the Owner's insurance policy providing liability coverage with stated liability limits of not less than \$250,000.00 per claim, and \$250,000.00 aggregate.

11. Inspections/ Compliance

a. Inspections for the purpose of ensuring compliance with and enforcing these Rules and the Restrictions conducted by the Association, any member or members of the BoD, and/or their agents or assigns with follow-ups are ongoing, internal and external, and may include photographs. Except in an emergency, entry onto any Lot for the purpose of inspection shall occur only during reasonable hours after 48 hours prior notice to the Owner, and entry into any Building shall be permitted only with Owner's consent. The expectation is for each Lot to receive a "walk-through" inspection at least once per year. Internal KLRF violations with fines may be imposed for any violations of these Rules or any other provision of KLRF's other governing documents found during such inspection.

b. The member on record for each Lot (e.g. LLC President) must ensure all renters and/or visitors adhere to the Rules and will be required to take corrective action as appropriate or be faced with a potential fine and/or penalty until compliance is achieved.

c. In addition to inspections for the purpose of ensuring compliance with and enforcing these Rules and the Restrictions, the Association also has the authority to enter Lots for the purpose of maintaining or repairing any such Lot or Common Property, if for any reason whatsoever the responsible Owner fails to maintain and repair any such area as required by the Restrictions, although no items of construction on any such Lot or Common Property may be altered or demolished except pursuant to judicial proceedings. The cost of any enforcement action or any maintenance and repair completed in compliance with these provisions is the responsibility of the Owner and may be assessed against the responsible Owner, as a Special Assessment.

d. Disputes with assessed violations can be presented to the BoD for consideration, via submission of a written document or in person after making an appointment.