Kukui'ula
SOUTH SHORE, KAUA'I

PRE-CONSTRUCTION PACKET

UPDATED AS OF: AUGUST 07, 2025

Kukui'ula
SOUTH SHORE, KAUA'I

PRE-CONSTRUCTION PACKET

TABLE OF CONTENTS

Document/Form Name	PDF page(s)
Construction Process Information	3
Pre-Construction Meeting Checklist and Acknowledgment	4-5
Approved Plan Changes Acknowledgement	6
Construction Deposit and Fee Information and Invoice	7-8
Construction Compliance Agreement	9-15
Construction Rules	16-40
Vehicle Information Form	41

Kukui'ula
SOUTH SHORE, KAUA'I

CONSTRUCTION PROCESS INFORMATION

At the beginning of the construction phase, the contractor must obtain a copy of the Certificate of Charter Compliance showing approval for the project, which may be requested from the Design Review Committee (DRC) representative.

The Kukui'ula construction process is comprised of five milestones, indicated below. Throughout the sequence, the necessary documents to complete and return in order to advance the project at the associated milestone described below are available here. The contractor will need to appropriately plan and schedule to obtain required third-party certifications and DRC inspections (which are separate from any inspections and certifications that may be required by the applicable jurisdictional authorities) in order to have minimal impact to the overall project and timeline.

1) Pre-Construction Meeting
2) Initial Site Inspection(s)
    a) Initial Site Inspection Request Form
3) Framing Compliance
    a) Framing Compliance Form
        i) Building Setback Certification
        ii) Slab Elevation Certification
        iii) Maximum Building Height Certification
4) Final Inspection
    a) Final Inspection Request Form
        i) As-Built Certification
        ii) Drainage Certification
        iii) Landscape Installation Verification
        iv) Coconut Rhinoceros Beetle Review Confirmation
5) Certificate of Construction Approval

Kukui'ula
SOUTH SHORE, KAUA'I

PRE-CONSTRUCTION MEETING CHECKLIST AND ACKNOWLEDGEMENT

Include this form with the first page completed and signed along with the request for a pre-construction meeting.

Member Name: _____

Parcel:_____ **Lot**:_____ **TMK No.:**_____

Neighborhood:_____

PRE-REQUISITE ITEMS INCLUDED OR PREVIOUSLY PROVIDED

- ☐ Construction Deposit
- ☐ Impact Fee & Inspection Fee
- ☐ Signed Construction Compliance Agreement
- ☐ Signed Approved Plans Changes Acknowledgement
- ☐ Vehicle Information Form
- ☐ Full Permit Set(s) of Construction Documents
- ☐ Copy of Permit(s)
- ☐ Construction Staging Plan

CONSTRUCTION RULES ACKNOWLEDGEMENT

By signing below, I hereby acknowledge and agree that I have received, read, and understood the current Kukui`ula Construction Rules dated _____, including the schedule of fees for non-compliance (e.g. field modification without approval, parking violation). I will provide a copy of these rules to all subcontractors, vendors, and other individuals working on the jobsite and ensure they understand they are to abide by them.

Member

_____	_____	_____
Print	Signature	Date

Contractor

_____	_____	_____
Print	Signature	Date

CONTACT INFORMATION

MEMBER(S):_____

Phone 1 (Mobile):_____ Phone 2:_____

Email:_____

CONTRACTOR:_____

Phone 1 (Mobile):_____ Phone 2:_____

Email:_____

SUPERINTENDENT:_____

Phone 1 (Mobile):_____ Phone 2:_____

Email:_____

LANDSCAPE INSTALLER:_____

Phone 1 (Mobile):_____ Phone 2:_____

Email:_____

Kukui'ula
SOUTH SHORE, KAUA'I

CONTACT INFORMATION

KUKUI`ULA DRC REPRESENTATIVE: Cathe Turley

Phone 1 (Mobile): 808-720-7786 Phone 2: _____

Email: cturley@kukuiula.com

DISCUSSION ITEMS

- ☐ Hours: 7am-6pm (Mon-Sat); no work Sun
- ☐ Changes to the approved plans
- ☐ Site/street clean-up; weed treatment
- ☐ Deliveries and concrete pours
- ☐ Construction Rules distributed
- ☐ Dust fence material, construction, location
  - ☐ Height of fence and poles
  - ☐ All braces on inside
  - ☐ No holes cut in fabric
  - ☐ Fence removal must be approved by DRC
- ☐ Construction Staging Plan Elements
  - ☐ BMPs as necessary
  - ☐ Landscape and irrigation
  - ☐ Parking / Signage
  - ☐ Port-o-let location
  - ☐ Gates
  - ☐ Plant protection zone (existing tree in ROW)
  - ☐ Water meter
- ☐ Dust protocols
- ☐ Construction Process
- ☐ Sample Wall
- ☐ Sewer Connection
- ☐ Drone use
- ☐ Emergency protocols
- ☐ Pets (not allowed)
- ☐ Music
- ☐ Non-Compliance Fees
- ☐ Existing Site Photos

PARTICIPANTS AND MEETING NOTES

Participants: _____

Notes: _____

_____

PRE-CONSTRUCTION MEETING ACKNOWLEDGEMENTS

I acknowledge and understand the information discussed during the pre-construction meeting and have had the opportunity to ask questions to obtain additional clarity as necessary. I will share the pertinent information provided and conveyed by the DRC with all subcontractors, consultants, vendors, and other associated individuals performing work at the identified site.

Member (if present)

Print	Signature	Date

Contractor

Print	Signature	Date

CONSTRUCTION PROCESS DOCUMENTS

Initial Site Inspection

- Sample Wall Guidelines
- Initial Site Inspection Request Form

Framing Compliance

- Framing Compliance Form
- Building Setback Certification
- Slab Elevation Certification
- Maximum Building Height Certification

Final Inspection

- Final Inspection Request Form
- As-Built Certification
- Drainage Certification
- Landscape Installation Verification
- CRB Review Confirmation

Kukui'ula
SOUTH SHORE, KAUA'I

APPROVED PLAN CHANGES ACKNOWLEDGEMENT

Member Name: _____

Parcel:_____ **Lot**:_____ **TMK No.:**_____

Neighborhood:_____

During the course of construction and after completion of the home and landscape, the DRC will conduct final inspection(s) in order to verify that the completed Improvements substantially match the plans and any changes thereto as approved by the DRC. The Member/contractor is responsible for submitting a timely request for the DRC to perform each site review inspection at the appropriate stage. Minor field modifications requested prior to implementation do not require a fee and major field modifications requested prior to implementation are $1,000. The DRC has implemented policies wherein a fee up to $20,000 may apply for each field modification that was not submitted and approved prior to such work. Satisfactory completion of all required inspections is required in order to obtain the Certificate of Construction Approval and receive any refundable construction deposit monies, as applicable.

ACKNOWLEDGEMENTS

By signing below, I hereby acknowledge and agree that I understand any modifications/additions to the approved plans must be submitted for DRC review and approval received in advance of (a) any revisions to the approved plans during the course of construction (Field Change Modification Request) and (b) any modifications/ additions as may be desired in the future, which include, but are not limited to, changes in exterior design, materials, and colors, as well as any additions, substitutions or changes to the site and landscaping.

Member

_____	_____	_____
Print	Signature	Date

Contractor

_____	_____	_____
Print	Signature	Date

Architect

_____	_____	_____
Print	Signature	Date

Landscape Architect

_____	_____	_____
Print	Signature	Date

Kukui'ula
SOUTH SHORE, KAUA'I

CONSTRUCTION DEPOSIT AND FEE INFORMATION

The construction deposit is intended to pay for damage to property or improvements (e.g. sidewalks, grass/ irrigation system in the right of way, infrastructure, neighboring lots) caused by the contractor as well as any fines for violations that may occur. As the Member/contractor are required to keep the street free of mud and debris, the deposit may also be used for a water truck or street sweeper, if necessary. The deposit dollars may be used if the Member/contractor refuses to correct any damage in a timely/ reasonable fashion, as determined by the DRC, as well as to offset any fines for violations that may occur.

The DRC strives to communicate openly and fairly regarding any issues that could result in the use of the construction deposit, and the Member is typically copied on correspondence regarding any of these issues.

If monies are used from the deposit during construction, the account will need to be replenished so the full deposit amount is always available. Upon the DRC's issuance of a Certification of Construction Approval to the Member, the Construction Deposit (or such unused portion of the Construction Deposit, if any, as remains upon the issuance of such Certification) shall be returned to Member upon Member's written request pursuant to the Construction Compliance Agreement.

Current Construction Deposit Amounts:

- New Home: $20,000
- Built Home, Modification/Addition: Per DRC (Varies based on scope, $5,000 to $10,000)

The impact fee is a non-refundable fee to help defray the costs due to increased wear and tear on the common elements, such as streets, caused by or related to the additional vehicles and transport of materials and equipment within the community during construction.

Current Fee Amounts:

- New Home Impact Fee: $5,000
- Built Home, Modification/Addition Impact Fee: $2,500
- Inspection Fee $500

Note: The Construction Deposit must be remitted directly by and from the Member to Kukui`ula in order for construction to commence. If the Construction Deposit is sent by the contractor rather than the Member, the payment will not be accepted.

(Invoice on following page)

Kukui'ula
SOUTH SHORE, KAUA'I

CONSTRUCTION DEPOSIT AND FEE INVOICE

☐ New Home ☐ Modification/Addition to Built Home ☐ Inspection Fee

Payable to:	BBCPKD
Construction Deposit Amount:	
Impact Fee Amount:	
Inspection Fee Amount:	
Total:	
Owner:	
Parcel/Lot:	

PAYING BY CHECK

Checks are payable to BBCPKD.
Mail to: BBCP Kukui`ula Development, LLC | Design Review | 2700 Ke Alaula Street, Suite B, Koloa, HI 96756

PAYING BY WIRE/ACH

Wiring/ACH instructions for BBCP KUKUI'ULA DEVELOPMENT, LLC.
Routing #121301015 | First Hawaiian Bank | Account #0050-705366 | Account Name – BBCP Kukui'ula Development, LLC

Notify Cathe Turley at cturley@kukuiula.com when initiating a wire transfer.

Please be sure to include a description with a wire/ACH so the payment can be properly identified.
Example: *"Construction Deposit - Name of Member; Parcel/Neighborhood; Lot #"*

Kukui'ula
SOUTH SHORE, KAUA'I

CONSTRUCTION COMPLIANCE AGREEMENT

By and between

_____ ("Member")

and

BBCPKD (BBCP Kukui`ula Development, LLC)

This Construction Compliance Agreement ("Agreement") is made by and between the BBCPKD (BBCP Kukui`ula Development, LLC), a Hawaii limited liability company, acting through the Kukui`ula Design Review Committee ("DRC") of the Kukui'ula Community Association (the "Association"), designated to act on its behalf and the Member named above.

RECITALS

WHEREAS, Member is the record owner of real property located in the community of Kukui`ula, County of Kaua`i, State of Hawaii, described as Parcel _____, Lot _____, TMK No. _____, also known by the street address as _____("Property"); and,

WHEREAS, Member acknowledges that such Property is subject to certain governance structure with its standards and procedures administered by BBCPKD (BBCP Kukui`ula Development, LLC), a Hawaii limited liability company, ("Declarant"), as set forth in that certain Second Amended and Restated Community Charter for Kukui`ula (**"Charter"**), recorded on August 5, 2015, in the records of the Bureau of Conveyances of the State of Hawaii together with all amendments and supplements thereto, and as such this Charter may be amended and/or supplemented from time to time; and,

WHEREAS, Member acknowledges that such Charter authorizes the promulgation of certain Design Guidelines (which includes the rules associated with installation and/or construction of Improvements (the "Construction Rules"), and all references hereafter to the Design Guidelines shall include the Construction Rules), heretofore adopted by the Declarant, and that all further references in this Agreement to the Charter shall be deemed to include all such Design Guidelines; and

WHEREAS, the Declarant holds exclusive authority to review and act upon all applications for review of proposed Improvements (as defined in the Charter) and to amend the Design Guidelines including any additional provisions regarding the construction of Improvements within Kukui`ula, and the Declarant has designated certain persons to act on its behalf to implement certain areas of the Declarant's administration and enforcement authority under the Charter, (the "DRC"), including but not limited to provisions specifically applicable to the planning, design, construction and completion of Improvements and modifications thereof on real property subject to the Declarant's jurisdiction, and issues incidental thereto; and,

WHEREAS, the DRC requires of all Members, as a condition prior to commencing construction activity on any property (including landscaping) within the DRC's jurisdiction, both a Certificate of Charter Compliance and an executed Construction Compliance Agreement by which the Member agrees to comply with the Charter and the Design Guidelines, and to furnish a monetary deposit to secure Member's compliance with same.

AGREEMENT

NOW THEREFORE, in consideration of the following mutual promises and agreements and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant (through its authorized agent, the DRC and the DRC Representative) and Member agree as follows:

1. Proposed Construction Activity and Certificate of Charter Compliance.
   (a) The term "Construction Activity" as used in this Agreement shall mean all phases and aspects of the construction of Improvements, modifications and landscaping proposed by the Member and his/her Certificate of Charter Compliance and all materials submitted therewith to the DRC (see subparagraph 1b). Member's signature below on this Agreement and provision of the Construction Deposit defined and described below in paragraph 5 are preconditions of DRC approval for Member's commencement of Construction Activity on the Property.
   (b) The term "Certificate of Charter Compliance " as used in this Agreement shall include all materials required to be submitted to the DRC under the design review process described in the Design Guidelines, including but not limited to a topographic survey of the Property, site plans, civil engineering plans, geotechnical report, floor plans, roof plans, landscape plans, drawings of exterior elevations, drawings of building sections, building height calculations, exterior finish details, digital models, and any other documents or materials required by the DRC.
2. Compliance by Member.
   (a) Member acknowledges and agrees its Property is subject to the jurisdiction of the DRC as described in the Charter. Member agrees to fully and timely comply with the Charter, its Certificate of Charter Compliance approved by the DRC, the Construction Rules, and all terms and conditions of this Agreement.
   (b) Member has retained or intends to retain_____as the contractor for the Construction Activity proposed. Members shall provide a copy of this Agreement to such general contractor and Member agrees that the terms and conditions of this Agreement shall be incorporated by specific reference into Member's contract(s) with its contractor.
   (c) Member is responsible for ensuring that the contractors and subcontractors on the Project are licensed in the State of Hawaii and in good standing with the applicable licensing authority.
3. Enforcement of Compliance by the DRC.
   (a) Authority to enforce compliance. Member acknowledges that the DRC, including its employees, consultants, and agents, is the authorized agent of the Declarant to administer and enforce the Charter, the Certificate of Charter Compliance, the Construction Rules, this Agreement and any and all other agreements in connection with Member's Construction Activity.
   (b) Determination of noncompliance. The DRC, on its own initiative or in response to complaint or report filed by any person, is authorized to determine whether Member's Construction Activity is in violation of, or not compliant with, the Charter, the Certificate of Charter Compliance, the Construction Rules, and this Agreement.
   (c) Remedies and Fees for noncompliance. The DRC is authorized to enforce Member's compliance with the Charter, the Certificate of Charter Compliance, the Construction Rules, and this Agreement by imposing one or more monetary fees upon Member for violations of noncompliance (including deduction of unpaid fee, as well as associated DRC administrative and legal costs, from Member's Construction Deposit), by exercising a reserved right of entry on the Property to remove nonconforming Improvements, by excluding Member's agents from entry

to the Kukui`ula community under the Declarant's jurisdiction, or by pursuing all other available legal and/or equitable remedies. Such remedies are cumulative, not exclusive. The DRC may, in its discretion and after notice to Member, declare each day after a violation or noncompliance continues as a separate violation or event of noncompliance.

(d) Notice of noncompliance. If the DRC determines that a violation of, or noncompliance with, the Charter and/or the Certificate of Charter Compliance and/or this Agreement has occurred in connection with Member's Construction Activity, the DRC (or its authorized employee, consultant, or agent, which may include the DRC) will provide Member with notice ("Notice") of the violation (delivered to Member as provided in this Agreement for "Notices") identifying the sanction to be imposed or remedy to be pursued and the timeline in which the remedy shall be completed, including payment of fees, if any.

(e) Recorded Notice of Noncompliance. Member acknowledges and agrees that if the DRC imposes a fee or other sanction against the Member as described above in subparagraph (d) of this paragraph 3, and such fee remains unpaid and/or the violation or noncompliance giving rise to such fee and/or sanction remains unresolved by Member, then the Association may pursue any and all remedies for noncompliance described in the Charter which may include a public notice of such violation or noncompliance recorded in the Office of the County Clerk for the County of Kaua`i, Hawaii, with reference to the Property.

4. Timely Completion of Improvements. Member shall diligently pursue and complete all Construction Activity approved by the DRC, including landscaping. Construction must commence within one year of receiving DRC approval and must be completed within two years after commencement, unless otherwise approved by the DRC. All Improvements, modifications and landscaping shall be constructed and performed in a workmanlike manner in accordance with

   (a) The Charter and Design Guidelines promulgated thereunder;

   (b) The Certificate of Charter Compliance and this Agreement; and

   (c) All applicable local, county, state and federal ordinances, codes, regulations, statutes, etc. "Completion" for the purpose of this Agreement, shall mean all Improvements and modifications, including landscaping, are fully ready for final inspection by the DRC in preparation for issuance of a Certification of Construction Approval (as defined in the Design Guidelines).

5. Construction Compliance Deposit

   (a) Payment. Member agrees to deposit with the DRC, concurrently with the Member's signature below, a construction compliance deposit in the amount of $20,000.00 for a new home or in an amount designated by the DRC based on the scope between $5,000 and $10,000 for a modification or addition (the "Construction Deposit"). The purpose of the Construction Deposit is to secure and assure Member's compliance with the Charter, the Certificate of Charter Compliance, and this Agreement throughout the duration of the Member's Construction Activity until completion, including completion of landscaping. The Construction Deposit shall be made payable to "BBCPKD" in the form of a personal or cashier's check and shall be maintained by the DRC or the Declarant in an account at an insured depository institution.

   (b) Use of deposit. Member agrees that if Member (and/or its employees, agents, or other representatives, including contractors and subcontractors) fail to cure any violation of, or noncompliance with, the Charter or the Certificate of Charter Compliance or this Agreement after notice and within the timeline established by such notice, to pay the cost to repair any damages to common elements, and/or to pay any fee levied by the DRC in connection with

any violation or noncompliance, the DRC may, without further notice to Member, deduct from the Construction Deposit all unpaid fees and all costs and expenses, including but not limited to administrative costs, court costs and attorneys' fees, incurred by the DRC in connection with the enforcement of compliance, or, if Member fails to timely correct any violation or noncompliance, the DRC may draw upon the Construction Deposit to pay the costs incurred by the Declarant to remedy the circumstances creating the violation or noncompliance. Member is not entitled to reimbursement for any costs incurred by the DRC in enforcing compliance with this Agreement. To the extent the Member's Construction Deposit is insufficient to reimburse the DRC for such expenses, Member agrees to timely replenish the deposit in the amount reasonably required by the DRC after written demand therefore.

(c) Return of deposit. Upon the DRC's issuance of a Certification of Construction Approval to the Member (as defined in the Design Guidelines), the Construction Deposit (or such unused portion of the Construction Deposit, if any, as remains upon the issuance of such Certification) shall be returned to Member upon Member's written request. The Construction Deposit, or such portion as remains on deposit with the DRC two years after issuance of the Certification of Construction Approval, shall be deemed forfeited to the DRC if not requested in writing by the Member prior to expiration of such two years.

(d) Dispute over deposit. In the event of a controversy or dispute regarding the Construction Deposit, or any portion thereof, unless the parties mutually agree in writing as to the disposition of the disputed funds, the DRC shall not be required to take specific action with respect to the funds on deposit without an order of a court of competent jurisdiction, or the DRC may, in its sole discretion, interplead all affected parties and deposit any funds held by it into a court of competent jurisdiction.

6. **Impact Fee.** Member agrees to pay to the DRC, concurrently with the Member's signature below, an Impact Fee of $5,000 for a new home and $2,500 for a modification or addition ("Impact Fee"). The impact fee is a non-refundable fee to help defray the costs due to increased wear and tear on the common elements, such as streets, caused by or related to the additional vehicles and transport of materials and equipment within the community during construction. The Impact Fee shall be made payable to "BBCPKD" in the form of a personal or cashier's check.
7. **Good Construction; Soils Condition**. All Improvements to be built by Contractor shall be constructed in accordance with standard industry practices and all applicable jurisdictional authorities. Member and Contractor acknowledge that Declarant, the developer, and the DRC are not in any way representing or warranting the soils condition upon the Property. Prior to commencement of Construction Activity on the Property, the Member shall, at their expense, cause to be conducted all such investigations and certifications or recertifications of the grading and compaction of the Property as reasonably required in connection with quality construction standards and generally accepted practice to confirm compaction of the Property and to determine appropriate soils engineering specifications and specific foundation recommendations prior to Construction Activity. Member and their Contractor shall cause the Property to be designed and improved as necessary (which may include, without limitation, grading, compaction, other improvements, and a particular type of concrete slab, if recommended) to commence construction and to minimize or eliminate all risk of subsidence and any other settlement, expansion, swell or movement of the soils.
8. **Terms.** Capitalized words used in this Agreement, but not otherwise defined, shall have the same meaning ascribed to such terms in the Charter or in the Design Guidelines, respectively and as applicable, unless otherwise stated.
9. **Duration of Agreement**. This Agreement shall remain in effect until all Improvements, modifications, and landscaping proposed by Member for the Property and approved by the DRC are completed and the DRC has issued a Certificate

of Construction Approval together with a written accounting for disposition of the Construction Deposit. Time is of the essence in the performance of this Agreement.

10. Indemnification. In addition to, and not in limitation of all other covenants of Member under this Agreement, or as set forth in the Charter or any of the "Governing Documents" referenced therein, Member hereby does and shall indemnify, defend and hold harmless the Declarant, the DRC, the Association and all of their respective directors, officers, members, partners, consultants, employees, managers, and agents and their successors and assigns (collectively, the "Indemnitees"), for, from and against all injuries, losses, liens, claims, demands, judgments, liabilities, damages, costs and expenses (including but not limited to court costs and reasonable attorneys' fees and expenses) (collectively, the "Liabilities") whatsoever sustained by or made or threatened against any or all Indemnitees, which result from or arise out of or in connection with the Member's Construction Activity (whether or not negligent or in violation of any applicable law, rule, regulation or order), including, without limitation, any design defect or construction defect in any improvement, fixture or other property constructed, installed or otherwise provided by its contractor (or its subcontractors or its and their respective employees, agents, invitees or licensees) in, at or on the Property, and including the grading and compaction of the land in the Property, and/or the approval thereof and/or enforcement of compliance with this Agreement. Member shall promptly reimburse the Indemnitees for all Liabilities incurred by any Indemnitees, in defending against any such claim or demand alleged to arise out of Member's Construction Activity or the other matters indemnified under this paragraph. Such indemnification and reimbursement shall include reasonable attorneys' fees and court costs, regardless of whether court proceedings are commenced or concluded. Additionally, Member agrees that the Indemnitees shall not be responsible or liable to Member or its contractor (or their respective employees, agents, invitees or licensees), or their successors in interest or assigns, for any conditions affecting the Property, and Member, on its behalf and on behalf of all future owners of the Property, hereby fully release the Indemnitees, from any and all claims that it may now have or hereafter acquire against any Indemnitees, for any Liabilities arising from or related to any construction defects, errors or omissions or other conditions affecting the Property. Member further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and unsuspected claims, damages and causes of action.
11. Insurance. Member shall at all times carry all liability and hazard insurance necessary to fully insure the Property and all Construction Activity conducted thereon.
12. Waiver of statutes of limitations. Member, individually and on behalf of its employees, assigns, agents, descendants and other representatives, expressly agrees that for the duration of this Agreement, any and all statutes of limitation or similar bar(s) against legal or equitable relief that may become available to the Member in connection with any efforts by the DRC to enforce compliance with this Agreement and/or the Charter and/or the Certificate of Charter Compliance, as a partial or complete defense or bar of any kind (including an affirmative defense) against any cause of action or claim for relief available or that may become available to the Declarant and/or the DRC regarding subject matter in this Agreement, are hereby waived. Any and all such statutes of limitation or similar bar(s) against relief, including but not limited to those under Hawaii Revised Statutes, and including but not limited to all provisions of the Charter, shall not be invoked, raised, asserted or otherwise relied upon by Member as a defense or bar against any relief, legal or equitable, claimed by the DRC and/or the Declarant. Member acknowledges that it has had the opportunity to review this Agreement and the Charter with legal counsel of its choice.
13. DRC Right of entry. Member hereby grants to the DRC and its employees, agents, consultants, and other

representatives the right to enter upon the Property at such reasonable times and upon such reasonable notice to Member or Member's authorized agent for the purpose of inspecting Construction Activity to confirm compliance with the Charter, the Certificate of Charter Compliance, the Construction Rules, and this Agreement. In the event of an emergency, the DRC and its authorized agents are authorized to take such measures as they may deem necessary to prevent an unreasonable risk of harm to person and/or property that arises out of the Construction Activity or condition of the Property.

14. **Exclusive Rights to Use "Kukui`ula" Name.** The "Kukui`ula®" name, mark and logo are federally trademarked, with all rights reserved to BBCPKD. Therefore, neither the name "Kukui`ula" nor any derivative of such name shall be used or included by Member (including, but not limited to, Member's architects, contractors, subcontractors, and landscapers) in any logo or depiction, or in any printed or promotional material, domain name, e-mail address, business name or entity name, without BBCPKD's prior written consent in its sole discretion, even if such entity is created for the sole purpose of constructing a home on a Kukui`ula lot or leasing, and/or marketing, or owning or selling any other lot within Kukui`ula.
15. **Joint and Several Liability**. If Member consists of more than one Person or entity, each such person and/or entity shall be fully responsible for all obligations imposed by this Agreement. All references herein to "Member" in the singular shall include the plural and shall apply to all Members regardless of gender and regardless of whether a Member is a natural person or entity.
16. **Notices**. All communications and notices required or permitted by this Agreement shall be in writing and deemed effective when received by either Member, contractor, or Member's representative, or the DRC (as applicable) via personal delivery, email, United States mail, in all cases addressed to the address and/or email address set forth below or to such other address as a party shall have designated by notice in writing to the other party:

If to Member (include email address):

Address:_____

_____

_____

Phone 1 (Mobile):_____ Phone 2:_____

Email:_____

If to the DRC: Kukui`ula DRC Representative
Attn: Cathe Turley
2700 Ke Alaula Street, Suite B
Koloa, Hawaii 96756
cturley@kukuiula.com
808.720.7786

17. **Modification/ Amendment**. This Agreement may be modified or amended only in writing signed by Member, BBCPKD representative, and DRC representative.
18. **Counterparts and Facsimile Signatures**. This Agreement may be signed in counterparts, in which case all counterparts together shall constitute one and the same instrument binding upon all of the parts hereto, notwithstanding that all of

the parties are not signatory to the original or the same counterpart. Facsimile or PDF signatures shall be treated as original signatures hereon and on any notices given hereunder.

19. Severability. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, it shall not affect or impair the validity, legality, or enforceability of this Agreement itself or of any other provision hereof, and there shall be substituted for the affected provision, a valid and enforceable provision as similar as possible to the affected provision.
20. Choice of Law. Any and all disputes arising out of or in connection with this Agreement shall be governed by the laws of the State of Hawaii.
21. Attorneys' Fees and Costs. In the event of litigation arising out of this Agreement, the Court shall award to the prevailing party reasonable costs and expenses, including attorneys' fees.
22. Binding on Agents, etc. This Agreement is binding upon Member, its agents, employees, contractors, subcontractors, assigns, descendants and other representatives. All consents given under this Agreement by Member are deemed given also by Member's agents, employees, contractors, subcontractors, assigns, descendants and other representatives.
23. Incorporation by Reference. The Charter (as may be amended and/or supplemented from time to time), is hereby incorporated by reference into this Agreement and made a part hereof and shall be interpreted as a whole to further the objectives of the community governed by the Declarant.
24. Authorization to Bind & Guaranty. If Member is an entity and not a natural person, the undersigned signatory on Member's behalf warrants that he / she is authorized to sign on behalf of Member and furthermore personally and unconditionally guarantees Member's performance under this Agreement.

EXECUTED to be effective on the date Member signed.

Member

_____	_____	_____
Print	Signature	Date

BBCPKD Representative

Chris Rivera	_____
Print	Signature

DRC Representative

Cathe Turley	_____
Print	Signature

Kukui'ula
SOUTH SHORE, KAUA'I

CONSTRUCTION RULES

CONSTRUCTION GUIDELINES, RULES, FEES, AND GENERAL INFORMATION

UPDATED AS OF: AUGUST 07, 2025

BBCP KUKUI`ULA DEVELOPMENT, LLC
2700 KE ALAULA STREET, SUITE B
KOLOA, KAUAI, HAWAII 96756

THESE CONSTRUCTION RULES ARE SUBJECT TO CHANGE

TABLE OF CONTENTS

1. GENERAL INTENT 3
2. KUKUI`ULA CONTACTS 3
3. SUPERVISION 3
4. JOBSITE IDENTIFICATION 4
5. EROSION CONTROL MEASURES 4
6. CONSTRUCTION STAGING PLAN 4
7. CONSTRUCTION DEPOSIT 4
8. PRE-CONSTRUCTION MEETING 5
9. CONSTRUCTION TRAILERS 5
10. NEW HOME PROJECT SIGNAGE 5
11. EXCLUSIVE RIGHTS TO USE “KUKUI`ULA” NAME 7
12. WORK HOURS/ACCESS; HOLIDAYS; ROAD SAFETY; DELIVERIES; DRONE USAGE; CONTAINERS 7
13. PARKING 8
14. JOBSITE CONDUCT 9
15. CLEAN UP 11
16. JOBSITE SAFETY AND EMERGENCY RESPONSE COORDINATION 12
17. SANITARY FACILITIES 13
18. DUST CONTROL AND DUST FENCING 13
19. IRRIGATION AND IRRIGATION SLEEVING 14
20. SEWER CONNECTION 14
21. ENVIRONMENTAL PROTECTION 17
22. PRESERVATION OF PROPERTY 18
23. RADIO FREQUENCY DEVICES 18
24. MISCELLANEOUS PROTECTION 18
25. BIOLOGICAL/ARCHEOLOGICAL/CONSERVATION DISTRICT PROTOCOL 18
26. POOL MAINTENANCE 23

EXHIBIT A 24

EXHIBIT B 25

1. GENERAL INTENT

To ensure the orderly and safe construction of improvements within the Kukui`ula Community ("**Kukui`ula**"), the following rules and guidelines ("**Construction Rules**") shall be binding on all Member's agents, representatives, contractors, subcontractors, suppliers, trade partners, or service providers (collectively, "**Contractors**") and enforced during the construction period. These Construction Rules are adopted as a part of the overall governance process and framework at Kukui`ula, various roles and functions within which are administered by BBCP Kukui`ula Development, LLC ("**BBCPKD**"), which has designated certain persons to act on its behalf (referred to herein as the "**DRC**") to implement certain areas of the administration and enforcement authority. The Construction Rules apply to new home construction, modifications, or any other form of construction.

Where the Construction Rules specify construction methods and requirements, BBCPKD and the DRC disclaim any warranty, guaranty, or other assurance to any party regarding such methods or requirements. The Construction Rules do not alter or obviate any laws, ordinance, requirement, or processes of the County of Kaua`i or any other governmental agency having jurisdiction over construction activities. Accordingly, BBCPKD's performance of inspections, issuance of correspondence or acceptance of any plan by a Contractor does not imply or warrant compliance with the legal requirements of any governmental agency. In like manner, no approvals of any governmental agency in any way alter or supersede any stricter requirements set forth in these Construction Rules.

All provisions of these Construction Rules are subject to BBCPKD's authority to amend the procedures, requirements, and substance at any time and from time to time. Accordingly, it is the Contractor's responsibility to always determine the current Construction Rules applicable to the construction of improvements in which the Contractor is involved.

2. KUKUI`ULA CONTACTS

BBCPKD / DRC REPRESENTATIVE: Cathe Turley
Main: 808-742-3078 Mobile: 808-720-7786 Email: cturley@kukuiula.com

HEAD OF SECURITY: Tammy Puu
Phone: Email: tpuu@kukuiula.com

SECURITY: General
Phone: 808-346-2904 Email: security@kukuiula.com

3. SUPERVISION

The Contractor at all times during the progress of the work shall have a competent representative at the jobsite who is authorized to receive orders, to make decisions regarding the work to be performed, and to be responsible for the total scope of work included in this Construction Rules document.

Contractor shall provide in writing to the DRC a primary and secondary contact person, associated telephone numbers, and e-mail addresses at the pre-construction meeting.

4. JOBSITE IDENTIFICATION

For the purpose of emergency responders to locate the jobsite quickly, an address plaque shall be installed on the perimeter fence. The plaque must be professionally made of wood or metal and the size of the plaque may not exceed 4" x 32". Contact the DRC representative for sign details, approval, and/or sign company recommendations, if needed.

5. EROSION CONTROL MEASURES

Erosion control shown on the approved building plans and Construction Staging Plan shall be installed prior to project construction. Contractors shall be responsible for maintaining all erosion control measures, as well as replacing any damaged erosion control facilities. All silt fences shall be constructed using steel posts. Wood posts are not an acceptable alternative.

Straw waddles must be installed around the nearest community drain inlet within the right-of-way downslope from the lot under construction and remain in place until construction is complete.

6. CONSTRUCTION STAGING PLAN

Each Contractor shall timely submit for the DRC's approval a comprehensive construction staging plan (hereafter, the "Construction Staging Plan") prior to the commencement of any construction activity. The Construction Staging Plan shall clearly describe and depict, at a minimum, each of the following details: landscape and irrigation, parking/ signage, port-o-let location, gates, water meter, dust fence, fire extinguisher, and sample wall, (see Exhibit A for a sample Construction Staging Plan). The Construction Staging Plan shall also include all Best Management Practices ("BMP's"), as required by the County of Kauai`s Department of Health.

7. CONSTRUCTION DEPOSIT

As explained in greater detail in Section 5 of the Construction Compliance Agreement, the purpose of the Compliance Deposit is to secure and assure compliance with the Charter (which incorporates these Construction Rules), the Certificate of Charter Compliance, and the Construction Compliance Agreement, as well as to be applied toward the cost to repair possible damage to common elements caused by the Contractor or fees required if violations occur, including parking, each as applicable.

The deposit dollars would be used if the Contractor fails to cure any violation of, or noncompliance with, the aforementioned items and/or pay any associated fees that may be required. The return of the deposit is ultimately contingent upon the performance of the Contractor and may be returned once the DRC completes a final inspection of the property and concludes that the home and landscaping are built and installed substantially in accordance with the plans approved by the DRC in accordance with the Construction Compliance Agreement.

The Construction Deposit and Impact Fee Information and Invoice with the payee information, remittance address, and current amounts is available from the DRC representative.

8. PRE-CONSTRUCTION MEETING

Prior to commencement of construction on each individual lot ("**Lot**"), subdivision, or phase of a subdivision, each Contractor shall first meet with the DRC, or its designated representative, to review the topics listed on the Pre-Construction Meeting Checklist and Acknowledgement form along with the DRC construction process, including its inspections and required third-party certifications (which are separate from any inspections or certifications required by any applicable governmental or jurisdictional authority) along with any other applicable items. Each Contractor shall identify a designated person who is authorized to serve as the primary point of contact for the Contractor. The designated person is also responsible for attending Kukui`ula Contractor meetings as required by the DRC. The DRC will assign its own designated representative at that time. The designated contacts for each party may be changed by either party by timely written notice of such change to the other party. The pre-construction meeting cannot be scheduled until the DRC receives all the pre-requisite items identified on the Pre-Construction Meeting Checklist and Acknowledgement available from the DRC representative.

9. CONSTRUCTION TRAILERS

Prior to location of any construction trailer or field office within the Kukui`ula project limits, each Contractor shall submit the Construction Staging Plan for the DRC's approval. The plan should include a construction site plan indicating the proposed location of all such facilities, together with related parking and storage areas. The type, size, exterior appearance and location of the construction trailer or field office must be pre-approved by the DRC. Contractor signs no larger than 10" x 42" may be mounted on the construction trailer for the purpose of visitors identifying the Contractor. Signs must be professionally printed on wood or metal and approved by the DRC prior to installation. Banners for the purpose of advertising or marketing the Contractor, trade partners, or suppliers are not allowed. The DRC, or its designated representative, will work closely with each Contractor to determine the best location for construction trailers, to minimize impact on Common Areas, surrounding developed and natural open space areas within the site. The construction trailer or field office may not be placed on the jobsite earlier than four (4) weeks prior to the actual onset of continuous construction activity and shall not remain on the jobsite for a period longer than two (2) weeks following substantial completion of construction on such jobsite.

10. NEW HOME PROJECT SIGNAGE

A. Kukui`ula maintains strict standards that reflect on all signage located within the community. This includes all Member and new home signage, which may be installed after receiving Certificate of Charter Compliance and a pre-construction meeting has been held. All signage must follow the approved design/ layout, color, and material specifications as illustrated on the next page. Small logos are allowed in the lower corners for architect and Contractor logos and contact information. Signage must be removed after completion of the home and prior to final inspection by the DRC.

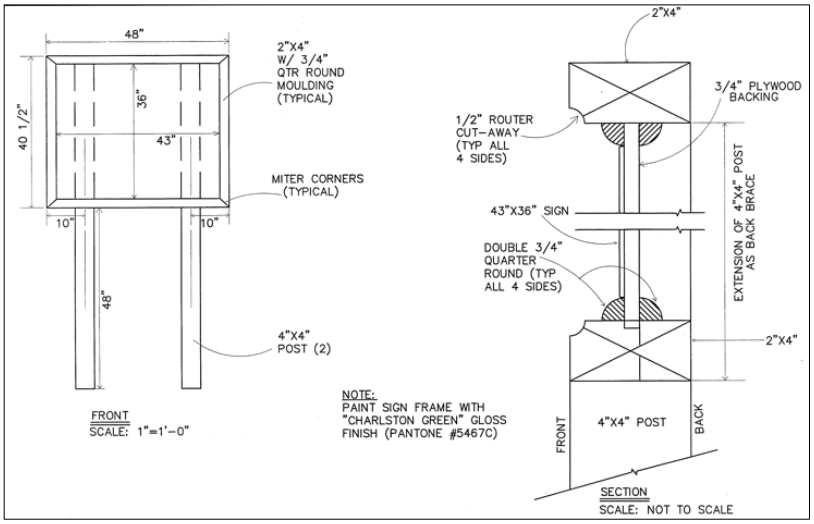
   Contractors are responsible for all fees associated with implementing this signage program. The DRC has identified resources to ensure consistency and requests the Contractor use these resources for all signage

needs, if applicable. DRC approval of the sign and design is required prior to installation; please submit any design to the DRC for approval prior to ordering.

B. Sign Art is the company approved to create and install all Kukui`ula Home signage. Please contact Dawn Lagundino at 808-246-6812 or dawn@signartkauai.com.

Heidi Davidson can produce the custom artwork noted here for home signage and oversee the entire process of ordering and installing the approved signage. Please contact Heidi at 808-212-9685 or hdavidson001@hawaii.rr.com.

Approved Signage Template



Lot Sign Detail

Contractors can construct and install large sign frames to hold the metal signs (43" wide by 36" high), per the DRC standards indicated in the Lot Sign Detail. The paint spec for the frame is Devoe/Pratt & Lambert Charleston Green: P6657W-24, B-8y, G-3y, T-1y and is available at Puhi Paint.

If there are any questions or when ready to submit a sign design for approval, please contact the DRC representative.

11. EXCLUSIVE RIGHTS TO USE "KUKUI`ULA" NAME.

The "Kukui`ula®" name, mark and logo are federally trademarked, with all rights reserved to BBCPKD. Therefore, neither the name "Kukui`ula" nor any derivative of such name shall be used or included by Member and, without limitation, Contractors in any logo or depiction, or in any printed or promotional material, domain name, e-mail address, business name or entity name, without BBCPKD's prior written consent in its sole discretion. Notwithstanding the foregoing, the Kukui`ula name, mark and logo is permissible as shown on the previously shown Approved Signage Template, in accordance with Section 10 above, and as approved by the DRC.

12. WORK HOURS/ACCESS; HOLIDAYS; ROAD SAFETY; DELIVERIES; DRONE USAGE; CONTAINERS

A. Work Hours and Access:
   i. The site work hours as defined by the DRC are to be followed: Monday – Saturday, 7:00am-6:00pm*.
   ii. The DRC may adjust the typical construction start time as needed to maintain neighborhood conditions deemed appropriate by the DRC.
   iii. *Quiet hours to be upheld Monday-Saturday from 7:00am-8:00am and 5:00pm-6:00pm in which no loud work, equipment, machinery, tools, including concrete pours and large deliveries are allowed.
   iv. Absolutely NO work or jobsite access on Sundays.
   v. Work hours for work performed near The Club, within The Club Neighborhood and Kilolani, are 8:00am to 5:00pm. This time may be adjusted only with written approval from the DRC.

B. Holiday Hours: Thanksgiving- no work on Thanksgiving Day; Friday and Saturday will fall under normal 7:00am-6:00pm hours. Christmas and New Years to be determined depending on where they fall during the year.

C. Road Safety: Road Safety in Kukui`ula is vital. Contractors will abide by the following:
   i. Observe all posted speed limits and traffic control signs.
   ii. Yield to pedestrians and golf carts at crossings.
   iii. Keep hydrants and emergency routes clear of obstructions.
   iv. Do not obstruct streets or driveways.
   v. Keep cul-de-sacs clear for emergency vehicles.
   vi. Do not use private driveways or landscaped areas as a turnaround.
   vii. Yield to heavy equipment/ machinery when present.

D. Material Deliveries: All building materials, equipment and machinery required to construct an Improvement on any lot in Kukui`ula must be delivered to and remain within the building area of such lot. This includes all building

materials, earth moving equipment, trailers, generators, mixers, cranes and any other equipment or machinery. Material delivery vehicles may not drive across adjacent lots or common areas to access a jobsite. Please email the DRC representative, security, and the head of security at least 24 hours prior to large deliveries, including concrete pours.

E. Drone Usage: Drones used for site photos are allowed only if prescheduled with the DRC. Please contact the DRC representative to schedule at least 48 hours in advance. Drones may only be flown above the subject lot and not surrounding lots, parcels, or homes. If the requestee has multiple projects, the drone shall not be flown from one lot to another. Drone must land and be taken to the next lot for use.

F. Containers: Temporary parking of any shipping or storage container must be approved by the DRC prior to dropping of the container. The Contractor shall notify the DRC at least 48 hours in advance to determine the best location for the container. Care must be taken to protect the asphalt. The Contractor shall ensure that the delivery company puts down blocking before dropping the container.

13. PARKING

As Kukui`ula continues to develop, parking will become increasingly challenging. Contractors, including, without limitation, all subcontractors, suppliers, trade partners and service providers, shall abide by the below parking rules. The latest information regarding parking regulations will be discussed at the pre-construction meeting.

All Contractor vehicles must be registered and must display a Kukui`ula registration sticker in the windshield. **This is not a parking sticker**. Contractors shall email Security at the email address listed in Section 2 to register vehicles at Kukui`ula.

A. Each Contractor will be issued company specific-colored laminated passes. These passes are to be placed on the dashboard of the allotted vehicles that will be parking in the right-of-way (or "**ROW**") along the street in front of the jobsite lot. It is the superintendent's responsibility to distribute these passes while maintaining the number of permitted vehicles for the jobsite.

B. The number of vehicles allotted per jobsite depends upon the lot location and is subject to change. At the request of the Contractor, when performing concrete pours, interior material deliveries, and the final set up of the home, the DRC will attempt to accommodate extra vehicles to front the jobsite. Email any request at least 48 hours ahead of time to the DRC representative and head of security listed in Section 2.

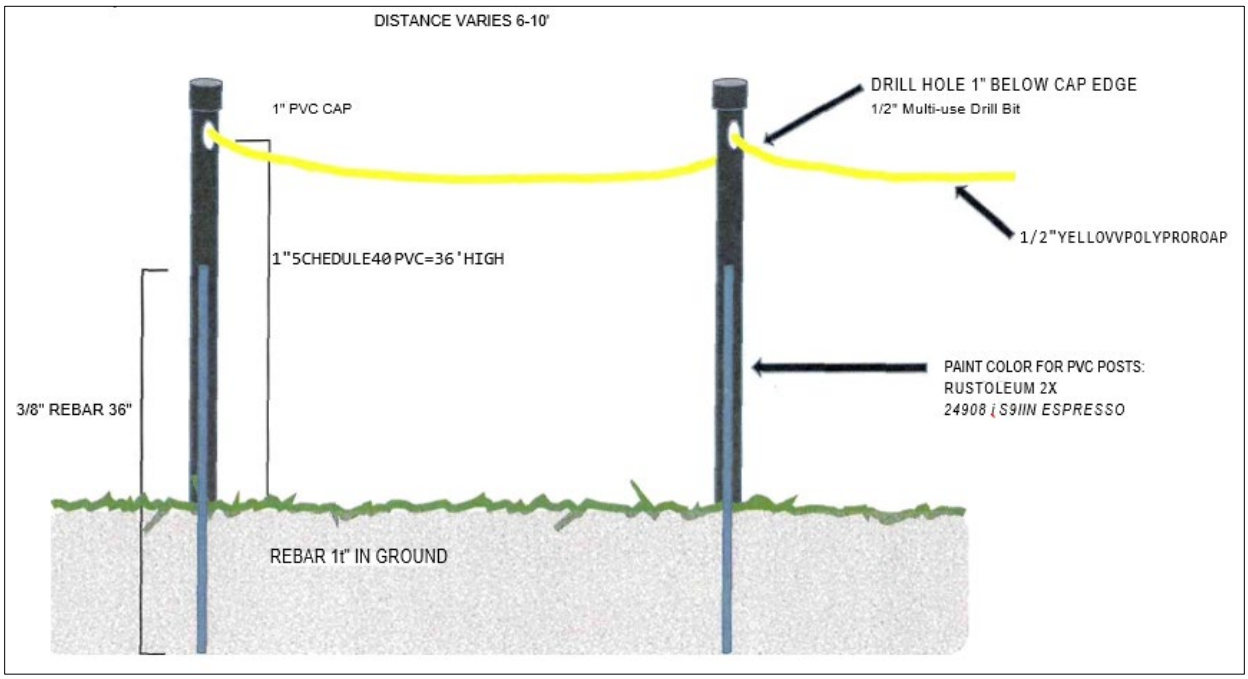
C. The current neighborhood vehicle limits will be discussed during the pre-construction meeting.

D. Contractors unable to park at the jobsite will be allowed 15 minutes to drop off equipment and tools but must then park in one of the overflow parking lots, which will be covered during the pre-construction meeting. Exhibit B shows a map of overflow parking lots at the time these Construction Rules were made effective which are subject to change; contractors are to verify they are aware of the then-current locations with the DRC representative. Parking lots will be open from 6:30am to 6:30pm. Contractors shall use hazard lights when dropping off equipment and tools to indicate to Security that a vehicle is parked temporarily.

E. Vehicles must be parked on the pavement, in front of the site on one side of the street only. No parking is permitted on the grass or within the ROW.

F. NO parking is permitted on vacant lots (even with the Member's permission), in cul-de-sacs, on corners, in front of fire hydrants, or at an existing home.

G. Contractor is to furnish T-Post and rope guards prohibiting parking or driving on the grass shoulder of surrounding lots and the ROW across from the site. See the below detail for installation specifications and materials.



Kukui`ula Community ROW Protection Roping Detail

H. Damage to grass shoulders adjacent to the project site shall be the responsibility of the Contractor to repair.

I. No access/parking on vacant lots without permission by the Lot owner, along with advance notification to the DRC and receipt of DRC approval. The Contractor may be required to revegetate adjacent lots after construction is completed.

J. Incidents of noncompliance will lead to citations and noncompliance fees as well as the cost to repair any damages. Fees and damages will be deducted from the Construction Deposit. Blatant disregard of these parking regulations may subject Contractors' vehicles to being towed.

14. JOBSITE CONDUCT

A. No fires will be allowed at the jobsite for any reason. Contractors shall sufficiently pre-wet surrounding areas prior to any welding, grinding or other construction work or activities that may potentially generate a spark or flame. The superintendent of any Contractor shall carry one fully operable 10-pound minimum ABC-Rated

Dry Chemical Fire Extinguisher in their vehicle. In addition, each Lot which is under construction shall have always at least one fully operable 20-pound minimum ABC-Rated Dry Chemical Fire Extinguisher available in a conspicuous location.

B. No radio or audio equipment shall be audible beyond the perimeter of the jobsite and the DRC reserves the right to prohibit any on-site use of radios or audio equipment during construction within any jobsite where violations of this provision have occurred.

C. No domestic animals or pets will be permitted on the jobsite.

D. The possession or discharge of any type of firearms or similar weapons is strictly prohibited on the jobsite.

E. No overnight camping is allowed on the jobsite.

F. The jobsite is off limits to any non-construction personnel or vehicles not registered by the DRC.

G. No vehicles may be left overnight on the jobsite, except as specifically authorized in writing by the DRC.

H. The construction site gate should be closed and locked each night for safety and security reasons.

I. Loud and/or abusive language will not be tolerated.

J. The jobsite will be within hearing range of golfers, residents, and their guests and therefore behavior at Kukui`ula by all Contractors shall always be professional and courteous. Any behavior or interaction with DRC representatives, golfers, residents, or their guests that is deemed inappropriate and results in a negative DRC representative, golfer, resident, or guest experience will not be tolerated. The BBCPKD and/or the DRC will take immediate action upon notification of any such behavior. This action may include the removal of the offending party either temporarily or permanently.

K. Contractors will abide by direction from Kukui`ula's security personnel.

L. Salespeople, suppliers, material deliveries, job applicants, union representatives, etc. should confine their presence to the Contractor's jobsite as indicated in the Construction Staging Plan.

M. If necessary for salespeople, suppliers, material deliveries, job applicants, union representatives, etc. to venture onto the jobsite, the Contractor must escort them, and such individuals must abide by all Construction Rules (including wearing appropriate apparel and protective gear, where applicable).

N. The DRC will not tolerate the possession, consumption, or storage of alcoholic beverages, as well as possession, storage or use of any controlled substance on the jobsite at any time. Any person at the jobsite who is found to be violating this policy will immediately be brought to the attention of that jobsite's superintendent. The superintendent will be asked to direct the employee to leave the jobsite.

O. Contractors shall refrain from parking, gathering, eating, depositing rubbish or scrap material (including concrete washout) on any neighboring Lot, parcel, or right-of-way, and on the grass easements between the road and the dust fence on the site.

P. Contractors may not encourage the presence of chickens around the jobsite by leaving food.

15. CLEAN UP

During the construction period, each jobsite shall be kept in a neat and orderly fashion and shall be properly policed by the Contractor to prevent it from becoming unsightly or creating any detriment to other lots of open space areas. Upon completion of all work, and prior to leaving the jobsite, each Contractor must receive approval and acceptance by the DRC that all final clean-up requirements have been met and that the area is ready for final inspection.

A. General. Clean up and removal of debris from the site must be completed daily to keep the project clean, orderly, and hazard-free, which is the responsibility of the Contractor and will be strictly enforced. Failure to adhere to this item will result in a back charge to the Contractor and/or removal from the jobsite. Clean up includes the collection of all debris, construction waste, scrap, wastepaper and wrapping materials, recyclables, and other objectionable materials created by and during performance of work, and removal of the same as required.

   The DRC reserves the right to require removal of trash and debris at any time by notice to the Contractor from such Contractor's jobsite within Kukui`ula, which in the judgment of the DRC, is causing an unsightly condition. Within a twenty-four (24) hour period following written notice from the DRC requiring removal of trash, debris, recyclables, etc. the Contractor shall cause such removal.

   i. Contractors must frequently clean up to coincide with rubbish producing events.
   ii. Lunch trash must be contained.
   iii. Littering of the jobsite will not be tolerated.
   iv. All light trash and debris shall be disposed of at the end of each construction day in the trash receptacle, approved on the Construction Staging Plan, which must be always located on the jobsite for this purpose.
   v. The contents of the on-site receptacle shall be removed from each jobsite as needed, to a legal dumping site located outside Kukui`ula.
   vi. All lightweight construction materials shall be covered or securely weighed down to prevent blowing around the site, in the common areas or onto adjacent lots.
   vii. Heavy debris, such as broken stone, wood scrap or the like, must be removed from the site and be disposed of at least weekly, or upon completion of the work of each trade that has generated the debris, whichever is earlier. Contractors are strictly prohibited from dumping, burying, or burning trash anywhere on the lot or within Kukui`ula.

B. Streets. Each Contractor shall, within twenty-four (24) hours, unless otherwise approved, promptly remove dirt and mud, silt or other debris from streets, paths, driveways, open spaces, or other portions of Kukui`ula that are affected by such Contractor's construction activity. Dust control and dust removal along haul routes utilized by such Contactor shall be monitored by the Contractor and performed as needed.

   The DRC reserves the right to require a Contractor to complete street sweeping as needed and/or to remove dirt, mud, silt, or other debris associated with construction activity from streets, paths, driveways, open spaces, or other portions of Kukui`ula affected by such Contractor's construction activity, whether placed by such Contractor or

transported by wind, drainage, or other cause. Within a twenty-four (24) hour period following written notice from the DRC requiring removal of debris, dirt, mud, silt, etc. the Contractor shall cause such removal. The DRC further reserves the right, in an emergency, to cause immediate removal by the Contractor of trash and debris or dirt, mud or silt, related to such Contractor's construction activity as may, in the judgment of the DRC, create or contribute to an emergency or hazardous condition. Any Contractor receiving an emergency notice as herein described shall comply with the actions required by such notice as rapidly as possible.

C. Concrete Wash-Out. All concrete wash-out from both trucks and mixers must, at a minimum, comply with all governmental regulations and must take place within the jobsite or outside of the community. Wash-out on public or private streets, and/or on other properties within Kukui`ula is strictly prohibited.

   i. Recyclables. The Contractor shall make every effort possible to reduce, reuse, and recycle the amount of waste generated on the jobsite. The overall goal is to reduce the amount of waste that is diverted to local landfills. The Contractor shall designate space for recycle bins within the Construction Staging Plan. The below items will not be allowed into waste dumpsters on the Contractor's jobsite and must be recycled.
      - Metals
      - Scrap aluminum
      - Concrete and asphalt rubble free of reinforcing steel
      - Cardboard
      - Plastic
   ii. The Contractor shall bring all recyclable materials to the aforementioned collection center and shall distribute the materials into the designated locations.
   iii. The Contractor shall be responsible for preparing the recyclable materials to be recycled.
   iv. The Contractor shall be responsible for keeping the area neat and clean with respect to depositing the recyclable materials, and for keeping the collection center void of any hazardous materials.

16. JOBSITE SAFETY AND EMERGENCY RESPONSE COORDINATION

All applicable Occupational Safety and Health Act ("OSHA") regulations, rules and guidelines must be observed at all times. The Contractor must have a written, active health and safety program in place. A copy of the safety plan is to be kept on the jobsite.

Contractor shall have an emergency response and security plan that provides for the protection of Contractor's personnel, assets, construction jobsite, and the Kukui`ula Community environment. Specifically:

- Protecting the health and welfare of construction jobsite workers, residents, resident guests, and the public.
- Preservation of archeological and biological sites.
- Protecting environmentally sensitive areas.
- Preventing damage to construction equipment and completed work.

In supporting this goal, Contractor's emergency response and security plan will provide guidance for the routine day to day operations as well as contingency plans and procedures for incidents and emergencies that may be encountered, including but not limited to, crisis management, acts of God, evacuation plan, hurricane, tsunami, fire, vandalism, trespassers, bomb threat, utility line strike or break, hazardous material spill, vehicle accident and the like.

In emergencies (or if Contractor feels a situation warrants) 911 should be contacted immediately and prior to contacting Kukui`ula. In general, any significant event should immediately be reported to the DRC Representative and Kukui`ula Security.

17. SANITARY FACILITIES

An adequate number of temporary sanitary facilities are required to be provided, serviced, and maintained by the Contractor for its construction workers at its cost and responsibility in accordance with OSHA and ADA requirements, and located within the jobsite inside the construction fencing in accordance with the approved Construction Staging Plan. Minimally, temporary sanitary facilities shall be serviced every week. Temporary sanitary facilities must be maintained by the Contractor to the satisfaction of the DRC. In the event the temporary sanitary facilities maintenance by the Contractor is inadequate, the DRC may direct others to perform the required maintenance at the Contractor's cost. Contractors failing to use the sanitary facilities within their jobsite will be permanently banned from Kukui`ula.

18. DUST CONTROL AND DUST FENCING

All Contractors shall be responsible for providing dust control in compliance with all governmental regulations and as required by the Contractor's own operations. This requirement includes provisions for dust control on non-workdays. If the dust control performed by the Contractor is not adequate, the DRC's representative reserves the right to direct others to perform the dust control at the responsible Contractor's cost.

The Contractor shall always keep dust within acceptable levels, including non-working hours, weekends, and holidays, in conformance with Hawaii Administrative Rules Title 11, Department of Health Chapter 60 - Air Pollution Control or the most current regulations.

The Contractor shall water frequently and take all other recommended dust control measures to minimize dust. The method of dust control and all related costs incurred are the responsibility of the Contractor. On days of high winds, dirt work should cease, and the site watered to prevent blowing dust.

Dust fencing is required on all sides of the project site and shall be provided at the Contractor's expense. All fencing must be Envirotex green fencing material or other approved green fencing. The Contractor shall install the fencing to the height indicated in the county approved plans and should not exceed the tops of the posts. Dust fence shall extend to the edge of the pavement. The fence is not to exceed the limits of the building area, and no fence bracing is allowed on the outside of the fence. Construction fencing should be maintained in a straight and orderly condition throughout the construction period. Attention should be given to the geometry of the gate so all construction access can be facilitated. Gates in the open position are not allowed to encroach on the street. Contractors shall contact the DRC representative for dust screen material and fence construction detail recommendations. No additional gates or openings in the dust fence are allowed during construction other than for a limited time to gain access to difficult-to-reach areas. Once this limited work is completed the fence must be restored to its original condition. Materials should not be stored outside the construction fence. Dust fencing shall remain in place until DRC approval is acquired for removal.

At the end of construction, after the construction fence is removed and prior to the final inspection, where existing sod or landscape along a property line adjacent to the golf course has been overgrown by weeds or otherwise contaminated during construction it must be replaced and/or treated to create a clean transition between golf course and homesite landscape. Contaminated golf course sod outside of the property line must be replaced to match the adjacent golf course sod. Any strips of alternate grass species or weeds between the lot landscape/turf and the golf course must be replaced to create a clean, seamless transition from homesite to golf course. These requirements apply, without limitation, to overgrown and/or contaminated landscape within any portion of an easement or zone within the lot that is typically maintained by the golf course but was rendered inaccessible due to placement of the construction fence. The transition will be reviewed at the final inspection, and if these standards are not met, corrective work will be required and/or a portion of the construction deposit deducted to cure the violation.

19. IRRIGATION AND IRRIGATION SLEEVING

Contractor is responsible for installing sleeves under the proposed driveway to accommodate the community association's existing non-potable irrigation system currently located in the street parkway. These sleeves will be dedicated solely to the association's non-potable water system. Any additional sleeving for the Member's private irrigation system must be separately installed.

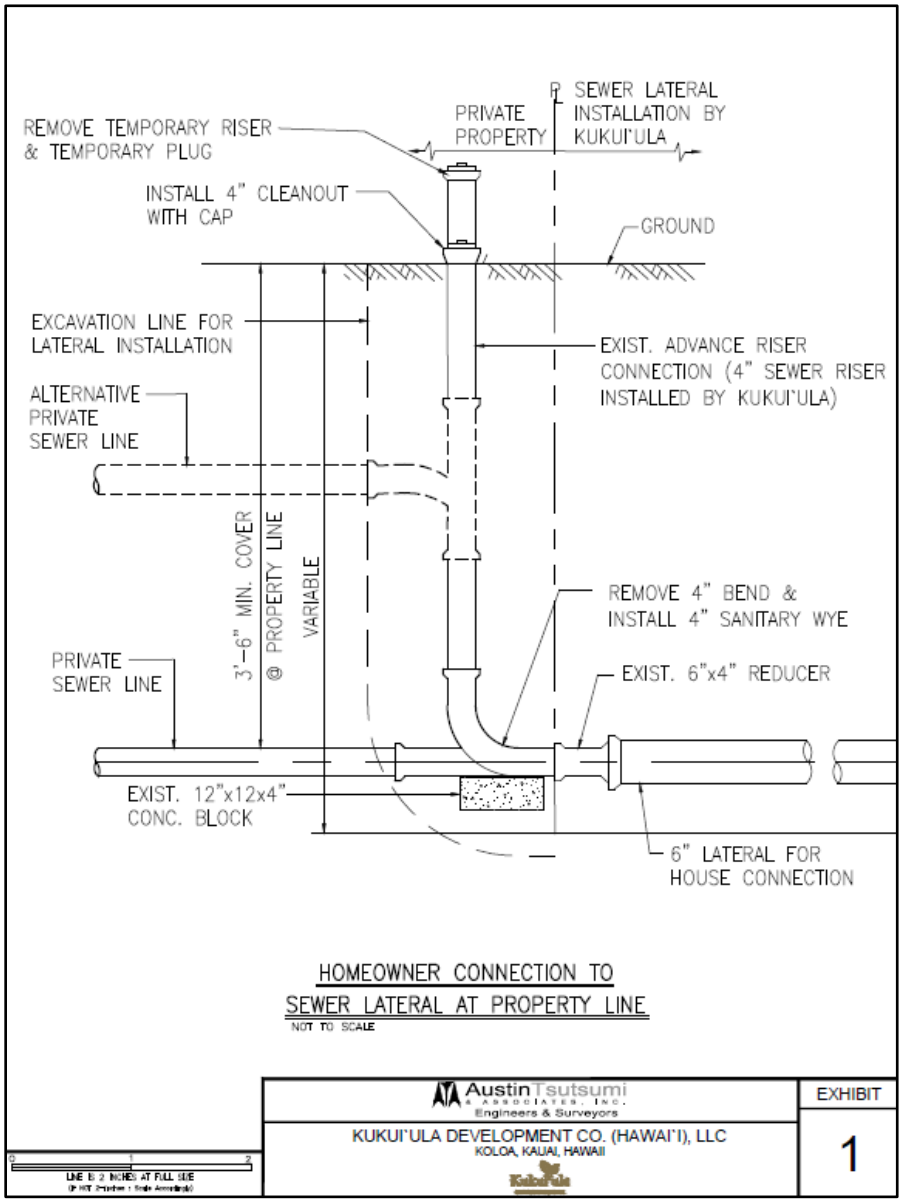
Contractor shall install two 4" diameter scheduled 40 PVC sleeves and re-route any existing non-potable water main and lateral into those sleeves. Sleeves should be installed with a minimum of 12" of vertical clearance to the driveway section. Each sleeve should extend a minimum of 12" past the edge of the driveway and must be taped and sealed at the ends. These sleeves will be dedicated solely to the association's non-potable water system. It is a requirement that installation of these sleeves must be inspected by a BBCP-KD representative prior to construction of the driveway over the sleeves.

Contractor is reminded that the street parkway fronting the lot must be included in that specific lot's private irrigation system and must be irrigated and maintained as part of the lot landscaping. Therefore, the association's existing non-potable water main will simply become a "pass through" system serving to irrigate other areas either side of the lot.

20. SEWER CONNECTION

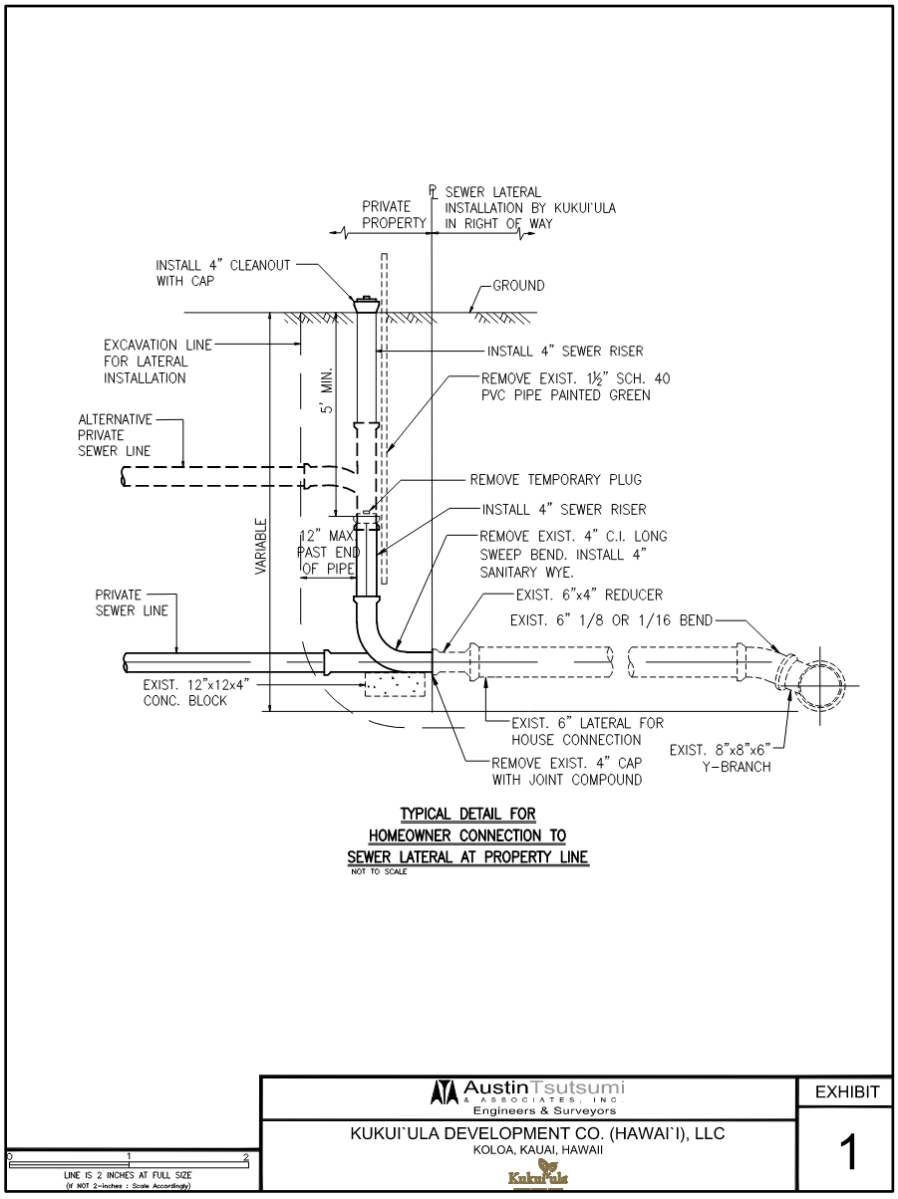
The homesite sewer connection to the sewer lateral may only be completed after all private sewer lines and all house foundation sewer stubs are adequately isolated from possible storm runoff infiltration. The homesite sewer connection must be constructed in accordance with the applicable detail for the specific neighborhood as shown on the following pages. Hawaii Water Service requires inspection of the sewer lateral prior to backfill and any costs associated with the inspection plus applicable taxes will be the responsibility of the Member. Please go to www.hawaiiwaterservice.com to request service and initiate the Sewer connection inspection. The Kukui`ula Water Company Application for Service is available here.

A. Sewer Detail 1: Sewer Detail 1 (shown below) shall be used for the homeowner's connection to the sewer lateral at the property line in the following neighborhoods:
   i. Alihilani (Parcel FF)
   ii. Kahalawai (Parcels M1/M4 and M2/M3)
   iii. Kainani (Parcel UAA)
   iv. Kaulu (Parcel Y)
   v. Kula Makai (Parcels A and F)
   vi. Kahela (Parcel H)
   vii. Makani Kai (Parcels E and G)
   viii. Kaimalino (Parcel CCW)



SEWER DETAIL 1

B. Sewer Detail 2: Sewer Detail 2 (shown below) shall be used for the homeowner's connection to the sewer lateral at the property line in the following neighborhoods:
   i. Aepo Nei (Parcel I)
   ii. Parcels A2/F2/F3
   iii. Parcel J
   iv. All Future Parcels (unless otherwise specified)



SEWER DETAIL 2

21. ENVIRONMENTAL PROTECTION

A. Scope: Comply with all applicable federal, state, county, and local laws, regulations and ordinances and the following requirements for environmental pollution control and abatement in performing all construction activities.

B. Rubbish Disposal: All dumpster and hauling costs associated with non-recyclables are the responsibility of the Contractor. No burning or burying of debris and/or waste materials permitted on the jobsite. No exterior/ dry sweeping permitted. Vacuuming, wet mopping, or wet or damp sweeping are acceptable.

C. Claims: The Contractor is responsible for all damage claims caused by its operations.

D. Air Pollution: Contractor shall not permit or cause air pollution from dust, mist, smoke, vapor, gas, odorous substances, particulate matter, or any combination thereof.

E. Noise: Contractor shall limit noise to be in conformance with Hawaii Administrative Rules Title 11, Department of Health Chapter 46 – Community Noise Control.

F. Water Pollution: The Contractor shall take all necessary precautions to prevent the pollution of water resources from fuels, oils, bitumen, calcium chloride, herbicides, pesticides, chemicals, or other harmful materials. Contractor shall conduct operations to avoid or minimize siltation of coastal waters. Contractor shall follow all BMP's established by governmental agencies holding jurisdiction.

G. Vehicles: Wherever trucks and/or vehicles leave the site and enter surrounding paved streets, all parties must minimize any mud or other material from being carried onto the pavement. Contractors shall not allow asphalt surfaces to be dirtied by use. The cost of all necessary cleaning resulting from dirtied asphalt shall be borne by the Contractor. Contractor shall not discharge wastewater into waterways or drainage systems such as gutters and catch basins unless treated to comply with Department of Health water pollution regulations in accordance with the established BMP's. Stockpiles, debris, dams etc. cannot be placed within the wash corridor at any time. Even minor windrows of dirt must be knocked down and not impede any amount of flow. Road and utility crossings, which have been permitted, must minimize construction disturbance impacts.

H. Vehicle and Equipment Maintenance: The DRC will not allow any vehicle fueling or maintenance on the jobsite, except for heavy construction vehicles used on site. The DRC discourages major equipment maintenance on site; however, acknowledges that from time-to-time, routine, large equipment maintenance will need to occur on-site rather than moving the equipment off-site to perform maintenance. Small equipment maintenance (i.e., equipment which can be legally driven on public streets) should not be performed on site. Large equipment maintenance must be limited to normal upkeep and periodic scheduled maintenance. Major repairs shall not be performed on site and waste products such as oil, lubricants, fuel, etc. shall be disposed of properly off site in accordance with applicable laws.

22. PRESERVATION OF PROPERTY

Due care shall be exercised to avoid injury to existing roadway improvements or facilities, utility facilities, adjacent property and roadside trees, shrubs and other plants that are not to be removed.

Roadside grassed swales, trees, shrubs and other plants that are not to be removed, and pole lines, fences, walls, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, drain and water lines, all roadway facilities and any other improvements or facilities within or adjacent to the jobsite shall be protected from injury or damage and if ordered by the DRC's representative, the Contractor shall provide and install suitable safeguards, approved by the DRC's representative, to protect such objects from injury or damage. If such objects are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered the work site, or as good as required by specifications accompanying the contract. The DRC's representative may require the Contractor to make or cause to be made such temporary repairs as are necessary to restore service to any property. The cost of such repairs shall be borne by the Contractor and may be deducted from the Construction Deposit

The fact that any underground facility is not shown on the plans shall not relieve the Contractor of responsibility. It shall be the Contractor's responsibility to ascertain the existence of any underground improvements or facilities which may be subject to damage by reason of this operation.

23. RADIO FREQUENCY DEVICES

Contractors must check with the Kukui`ula DRC before installing any wireless communication technology that extends over the boundaries of the property line. The DRC and/or BBCPKD operate many wireless technologies, including unlicensed frequencies. To avoid frequency conflicts, please email the DRC representative with a request for installation or any other questions.

24. MISCELLANEOUS PROTECTION

All Contractors are responsible for protecting property, personnel, and the work of other subcontractors in carrying out the work. Contractors shall be responsible for all cost of patching, repairs, and replacement of work damaged by the Contractor's work forces. Each Contractor shall take all reasonable precautions to protect any completed work from damage including providing and maintaining protection and barricading of the Contractor's work. This includes but is not limited to, any open trenches, pits, shafts, holes in floors and similar potentially hazardous areas.

25. BIOLOGICAL/ARCHEOLOGICAL/CONSERVATION DISTRICT PROTOCOL

Special areas within Kukui`ula have been designated as Archaeological and/or Archaeological/Biological preserves for the protection of Kauai`s unique cultural and biological resources.

Due to the sensitivity of these areas, public access is strictly prohibited except for approved cultural activities, archaeological and biological research. Due to the extreme sensitivity of the critical habitat (biological areas), landscape and construction activities adjacent to these preserves may also be subject to lot specific constraints regarding excavation, trenching, the use of fuels and fertilizers, etc. for the protection of these resources.

The Kukui`ula property is unique in that it is home to five (5) bird species and two (2) subterranean invertebrates, as shown on the pictures to follow, that are protected under both federal (Federally and State Protected Endangered Species) and State of Hawai`i endangered species laws.

In addition, there is federally designated Critical Habitat for the two (2) subterranean invertebrates within Kukui`ula. The presence of endangered species and Critical Habitat within Kukui`ula requires that Contractors adhere to the prohibitions and special conditions detailed in the following paragraphs. Violations of endangered species laws may result in the shutting down of construction activities until wildlife agencies are satisfied that any problems that resulted from a violation of the law have been remediated. Severe violations may result in significant constraints being placed on BBCPKD by the wildlife regulatory agencies.

BIRDS

Nene – Hawaiian Goose

Common Moorhen - ʻAlae

Hawaiian Coot - ʻAlae keʻokeʻo

Hawaiian Duck – Koloa

Hawaiian Stilt – ʻAʻeo

Kauai Cave Amphipod

Kauai Cave Wolf Spider

A. Bird Issues: At the present time, the five (5) endangered waterbirds detailed above are generally found near the existing wastewater treatment facility and its immediate environs, and the detention basin located Mauka of Lawa`i Road across from Kukui`ula Bay when it is detaining run-off. As construction progresses, it is likely that several of these species will start to use resources within the construction site, especially where new grass is growing and/or standing water occurs. It is a violation of both state and federal law to disturb, harass, injure or kill any of these listed species. Contractor superintendents should visit the wastewater treatment plant and the detention basin prior to the onset of construction to familiarize themselves with what these species look like. Construction personnel shall not disturb or otherwise cause harm to any of these listed species. Violations of this prohibition can be punishable with jail time and/or significant fines under both federal and state statutes.

   It is likely that as the Nene birds start to use resources within Kukui`ula, that some of the birds will approach construction personnel and beg for food. Under no circumstances are construction personnel to feed these birds. Furthermore, construction personnel shall dispose of leftover food in a sanitary fashion either in personal vehicles or in appropriate trash receptacles.

   West of Spouting Horn Park there is a Wedge-tailed Shearwater – (`Ua`u kani) nesting colony located on both sides of Lawa`i Road, primarily in and around the existing dry-stack stone wall, which runs intermittently from the Kukui`ula Bay to the western edge of Kukui`ula. This wall is located *Mauka* of Lawa`i Road. These seabirds are protected under the federal Migratory Bird Treaty Act and it is a violation of that law to disturb, harass, injure or kill members of this seabird species. The birds nest in burrows dug into the soil and excavated in the stone wall. The breeding period extends from approximately April through November each year, and as such may require careful construction scheduling to mitigate any potential conflicts. Care should be taken when working in this area to ensure that construction personnel do not disturb burrows without BBCPKD's prior written authorization. If present, burrows shall be temporarily flagged for review and documentation by the BBCPKD Biologist. Any construction or modification of the existing wall may be monitored by the BBCPKD Biologist to ensure that no harm befalls birds present within this colony.

B. Invertebrate Issues: Unlike the five (5) endangered bird species which are quite large and easy to see, the two (2) listed invertebrates, the Kaua`i cave wolf spider, and the Kaua`i cave amphipod, are blind subterranean dwelling "critters" that will not be seen by construction personnel. The United States Fish and Wildlife Service ("USFWS") has delineated Critical Habitat for these two (2) species and these areas are located within one (1)

or more of the of the Project's archeological and biological preserves. These preserves are delineated on the included map below (Archeological and Biological Sensitive Areas) and will be marked with flagging and /or orange temporary construction fencing. These areas are off limits to all construction personnel. Entry into any of these areas is prohibited except under the direct supervision of BBCPKD, or other representative as designated by BBCPKD.

These subterranean invertebrates are thought to be extremely sensitive to physical disturbance and pollutants. Servicing and/or fueling of construction equipment will not be permitted within 100 yards of any of the identified preserves so as to prevent migration of spilled petroleum, oil, or lubricants into the subterranean cavities in which these two (2) species live.

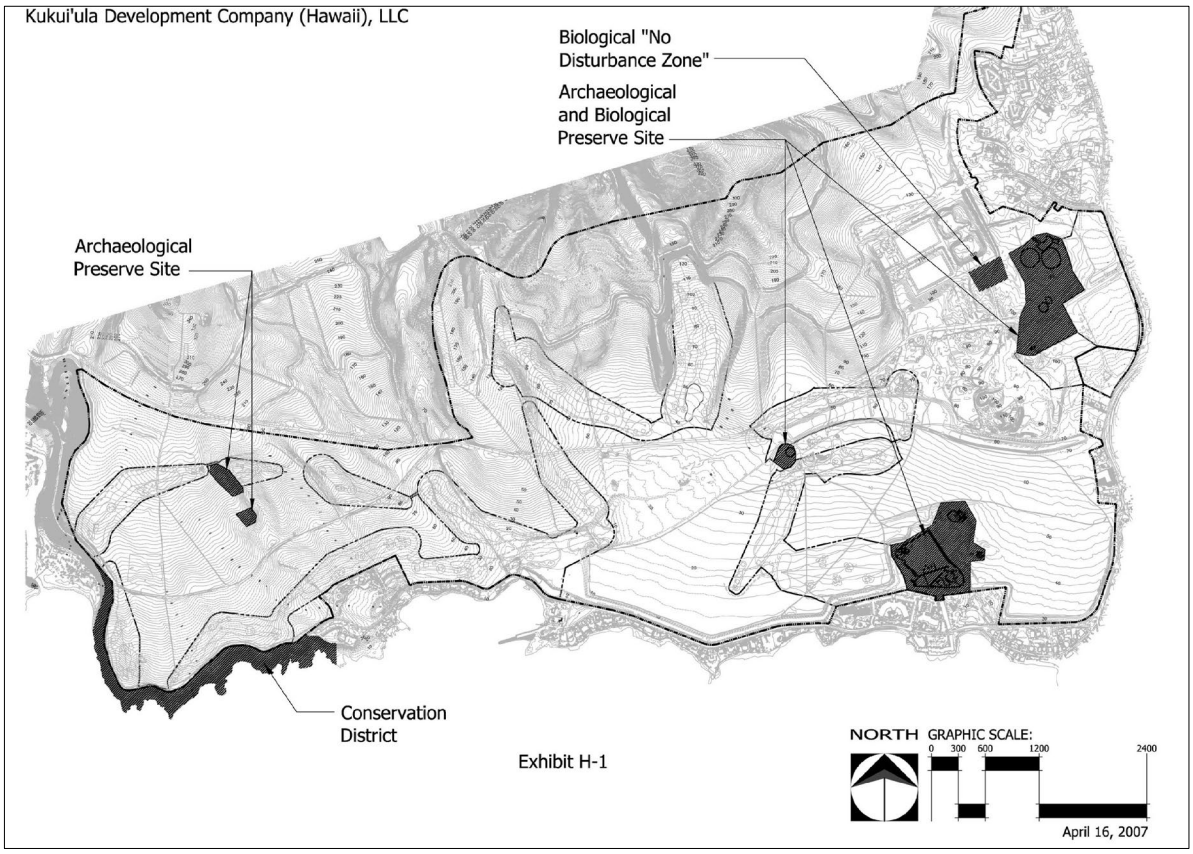
The invertebrates under discussion are also very sensitive to disturbances to the subterranean environment in which they live. These animals live in total darkness in an atmosphere high in humidity and low in oxygen, thus breaking into underground lava tubes in which they live is potentially harmful to these species. To minimize the potential for such disturbance, excavation activities close to the preserves and in the area adjacent to the existing wastewater treatment plant shall be kept to a minimum. No construction activity except approved landscape enhancement will be allowed within several restricted corridors and areas which have been delineated on the attached map attached hereto (No Disturbance Zone); which will be provided to construction personnel by BBCPKD and incorporated into the construction documents.

These sensitive areas also may contain important archeological features. In the event that construction equipment does break into a lava tube or cave, construction activity shall cease immediately and BBCPKD shall be notified. Under no circumstances will construction personnel be permitted to enter any subterranean cavities and/or lava tubes.

C. Archeological Protocol. There is a possibility of unmarked human remains, previously unidentified lava tubes, or other archaeological finds within the Kukui`ula project area (collectively, an "Inadvertent Discovery"). BBCPKD requires that the following two steps are promptly taken to assure compliance with Hawaii State Law in the event of an Inadvertent Discovery:

i. The Inadvertent Discovery shall be reported immediately to BBCPKD's site superintendent, Chris Rivera, by calling 808-742-6304. Thereafter, on behalf of the Member or the Member's Authorized Representative, BBCPKD shall report such Inadvertent Discovery to the State Historic Preservation Division.
ii. The Contractor (and its respective trade partners) is to cease all activity in the immediate area (minimum distance 15 feet) of the Inadvertent Discovery and promptly place temporary barricade fencing to secure the area from any further entry. BBCPKD shall provide direction and appropriate measures to best protect the Inadvertent Discovery from damage.
iii. NOTE: The above two steps represent those initial critical action items required by Hawaii law and are not intended as an exhaustive list of all steps that will or may be taken internally by BBCPKD relative to an Inadvertent Discovery, in which Contractor may be asked to cooperate.
iv. In the event of the discovery of human remains (or possible human remains), lava tubes, or other significant finds, the Contractor is to also promptly inform the Member and the project archaeologists, (Cultural Surveys Hawaii, contact David Shideler 808-262-9972). Failure to comply with these directives by

Contractor or its trade partners may be a violation of state law and/or may be regarded as a violation of the contractual obligations with Member.



Archaeological and Biological Sensitive Areas

D. Conservation District. In addition to the protocols identified above, work within the Conservation District areas of the property warrant additional attention. Contractors will be required to adhere closely to implementation plans and standards in an effort to protect personnel, the public, and the shoreline environment and to mitigate potential public concerns over the proposed improvements. Work within this area will be closely monitored and all work shall be well coordinated with BBCPKD.

i. The Contractor shall establish a complaint protocol with BBCPKD for any questions, concerns, or complaints that the public may have as improvements take place. This plan shall be presented at the pre-construction conference.
ii. Due to the sheer cliffs along the shoreline, stringent safety requirements will be implemented for personnel and public safety.
iii. In addition to the potential existence of unmarked human remains, protected archaeological segments of the historic Hawaiian Trail exist along the cliffs. Portions of the trail are easily identifiable, other areas are not. The location of these sites must be clearly identified prior to construction and no work shall commence until approved protection measures are in place.

iv. Stringent National Pollutant Discharge Elimination System ("NPDES") erosion control and debris control measures shall be implemented by the Contractor along the makai side of Lawa`i Road to prevent unwanted material from entering the ocean and/or the beach areas. No work shall commence until protection measures are in place and approved by BBCPKD's representative.
v. BBCPKD will be responsible for coordinating any activities requiring traffic control with the County of Kaua`i and the National Tropical Botanical Gardens ("NTBG"). Unless otherwise directed, parking will be prohibited along Lawai Road west of Spouting Horn Park.
vi. Native plant species exist in limited quantities along the shoreline. Although no endangered plant species exist, wherever possible these plants shall be protected as directed by the Landscape Architect. Only authorized clearing will be permitted, and the Contractor shall be held legally and financially liable for any work or damage to areas outside of approved work limits.
vii. Pesticide use will be restricted to only those approved in writing by BBCPKD.
viii. Additional requirements may apply based on the scope of work for the proposed construction improvements.

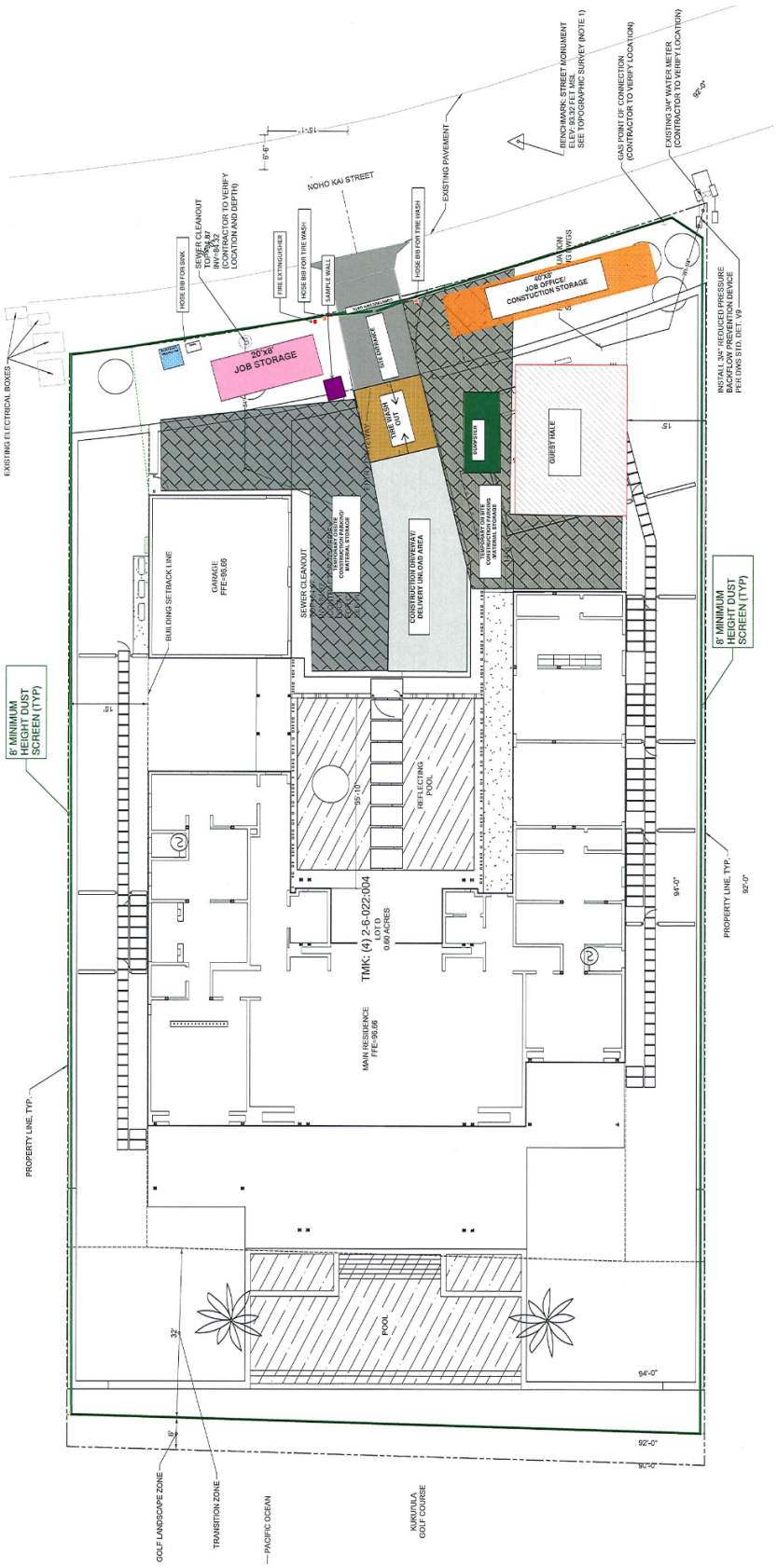
26. POOL MAINTENANCE

Member must not drain pool water into sanitary sewer system.

Pool maintenance and contractor shall follow the standard practice of discharging the pool water directly into the nearest storm drain. If there is not a readily accessible storm drain location shown on the plans and verified in the field, a dry well must be provided for disposal and/or the ability to meter the flow rate of the effluent.

Pool maintenance and contractor shall follow proper procedures for de-chlorinating and neutralizing pool water prior to discharging to the nearest storm drain system.

Pool maintenance and contractor will use portable discharge hose for pool draining. Hose will be stored within appropriate enclosed storage facilities when not in use. This last point may not apply for designs that incorporate a permanent buried pipe.



Sample Construction Staging Plan

Map of Overflow Construction Parking Lots

Kukui`ula
SOUTH SHORE, KAUA'I

VEHICLE REGISTRATION FORM

All vehicles must be registered with Kukui`ula security and the orange sticker must be seen on the inside of the windshield. No roadside parking is allowed without this sticker visible. Contact Security at security@kukuiula.com or 808-346-2904 for further assistance. Submit multiple forms as necessary to list all vehicles. Parking and other road rules are described in the Kukui`ula Construction Rules, and citations will be issued if violations occur, subject to fees of $250 per vehicle/occurrence.

Vehicle	Owner Name	Phone 1 (Mobile)	License Plate #	Make	Model	Year	Color
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							