MAU LOA AT KOA RIDGE

RULES AND REGULATIONS

These Rules and Regulations supplement but do not change the obligations of the owners of units in the Mau Loa at Koa Ridge condominium project (the "Project"), and all tenants, family members, invitees and guests of any of the units in the Project and all other persons who shall at any time use the Project, as set forth in the Declaration of Condominium Property Regime of the Project (the "Declaration") and the By-Laws of the Association of Unit Owners of the Project (the "By-Laws"). In the event of any inconsistency, the Declaration and the By-Laws, as the case may be, will prevail. Certain excerpts of the Declaration and the By-Laws related to the use of the Project are attached as Exhibit A to these Rules and Regulations.

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

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

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

A. USE.

1. Use of Units. The units shall be occupied and used by the respective owners thereof, their tenants and such owners' and their tenants' family members, invitees and guests, only for residential purposes and in compliance with the restrictions contained in the respective unit deeds.

B. TEMPORARY OCCUPANCY.

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

for Koa Ridge, and these Rules and Regulations, and the unit owner shall assume responsibility for the occupants' conduct.

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

C. YARD AREAS.

1. Tools, Etc. Brooms, mops, yard tools, rubbish containers, cartons, etc., shall not be placed on passages or in windows or stored openly in the Yard Areas so as to be in view from other units or common areas; provided, however, that a limited number of refuse containers, lawn and other yard tools and equipment, all in good repair, may be kept in the Yard Areas so long as no parts of such containers, tools or equipment extend above the top of the wall or fence surrounding the Yard Areas.

2. Barbecuing. Outdoor cooking shall be subject to regulation by the Board and shall be permitted only in Yard Areas at least five (5) feet from any structure, and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking in designated areas are not permitted.

3. Furniture in Yard Areas. Owners may install in their Yard Areas lawn furniture, picnic tables, barbecue grills, children's play equipment (for example, swings, slides, etc.) and other similar recreational furniture and equipment typically used in private residential yards; provided, however, that no basketball hoops shall be installed or placed within the Yard Areas.

D. COMMON AREAS.

1. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: litter or refuse containers except as specially provided; nondecorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walkways, etc.; or unshaded or improperly shaded lights that create objectionable glare.

E. REFUSE AND RECYCLING COLLECTION.

1. Refuse and Recycling Carts. All owners of units within the Project shall place their refuse and recycling carts curbside on the roadway fronting their unit for collection; provided, however, that in certain cases, at the direction of the Board or the Managing Agent, refuse and recycling carts may need to be placed in front of another unit or in some other area within the Project for trash truck mobility or for other reasons. Refuse and recycling carts shall not be placed for collection sooner than the evening before the scheduled day for collection. All refuse and recycling carts shall be removed after being emptied upon the day of collection and placed in an area within the unit owner's Yard Area that is not visible from the street.

F. VEHICLES.

1. Vehicle Washing. The City and County of Honolulu and the U.S. Environmental Protection Agency have issued guidelines to reduce the discharge of wash water into the environment. It is recommended that vehicles be taken to commercial car wash facilities rather than washed within the Project. Vehicles shall not be washed within the Project in a manner in which the wash water will drain into the storm drainage system. Bucket washing of vehicles is permitted so long as the wash water is contained and properly disposed of into the unit owner's planted yard area only. Detergents and cleaners should be used sparingly and if used, it is recommended that biodegradable detergents and cleaners be used.

G. NOISE AND NUISANCES.

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

2. Noise. Unit owners and occupants shall exercise care in the use of devices, musical instruments, radios, television, stereos, amplifiers, etc. that may disturb other owners and occupants.

H. BUILDING MODIFICATIONS.

1. Structural Modifications. Except as permitted by the Declaration or the By-Laws, no structural change of any type shall be permitted either within or without a unit without prior written approval and consent of the Board.

2. Signs, Signals and Lettering. Except as otherwise provided herein, no signs, signals or lettering shall be inscribed or exposed on the exterior of any unit (other than the unit number).

3. No Projections. Except as otherwise provided herein, no projections shall extend through any door or window opening into any walkway or beyond the exterior face of the buildings or shall be attached to the outside walls of any building or the exterior of any door without the prior consent in writing of the Board.

4. Unit Repairs and Maintenance. Every owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his or her unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by his or her failure to do so. All repairs of doors, sliding glass doors (if any), windows and window fixtures, all internal installations within each unit such as water, electricity, gas, telephone, sanitation, lights, solar water heater (if any), air conditioning system (if any), and all other fixtures and accessories belonging to such unit, if any, and the footings, foundations, walls, floors, ceilings and roofs of such unit, if any, shall be at the owner's expense.

I. EMPLOYEES OF THE ASSOCIATION.

1. Maintenance of Project. The maintenance employees, if any, will use every effort to police the grounds effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every owner, occupant or guest is to do his or her part and to use such owner's influence on all tenants of such owner's unit to do their part towards abating unsightliness within the Project to the fullest practicable extent.

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

3. Units. Cleaning of individually owned units, including all windows, is a responsibility of the respective owners and their tenants.

J. HAZARDS.

1. No Recreational Activities. The common elements (other than specifically designated recreational areas, if any) shall not be used for recreational activities of any kind. Parents and/or legal guardians are responsible for the appropriate supervision of minors at all times.

2. Units and Common Elements. Parents and/or legal guardians are responsible for the safety and conduct of their children. Without limiting the generality of the foregoing, parents and/or legal guardians should properly supervise their children within the common elements of the Project.

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

K. GENERAL RULES AND REGULATIONS.

1. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" includes but is not limited to the following: litter except as specifically provided; or unshaded or improperly shaded lights that create objectionable glare.

2. Trees and other Landscaping. No owner, occupant, tenant or guest shall disturb, cut, trim, damage or remove any of the trees located in the common elements (other than the Yard Area appurtenant to such owner's unit), nor harm, remove, disturb or damage in any way any other plants, shrubs, groundcover or other elements of landscaping on any of the common elements of the Project (other than the Yard Area appurtenant to such owner's unit).

3. Registration with Managing Agent. Owners and tenants shall file their name, address and telephone number and signature with the Managing Agent upon purchasing and/or taking occupancy of a unit, and shall furnish the Board and/or the Managing Agent with such other reasonable information as shall be requested from time to time. Every unit owner shall be responsible for designating a local agent to represent such owner if such owner's residence is outside of the State of Hawaii or if such owner will be absent from the unit more than thirty (30) days.

4. Owner and Occupant Responsible for Unit, Automobiles, other Vehicles and Contents. Each owner and tenant shall assume full responsibility for protecting his or her unit, automobile(s), other vehicle(s), and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

5. Observance of Rules and Regulations. Each owner shall observe and perform these Rules and Regulations and ensure that such owner's tenants, family members, invitees and guests also observe and comply with the Declaration, the By-Laws, and these Rules and Regulations. Owners will be responsible for their tenants', family members', invitees' and guests' observance of all Rules and Regulations as set forth herein. In the event expenses are incurred due to violations of these Rules and

Regulations by any such person or persons for whom an owner is responsible, the owner shall pay for such expenses, including reasonable attorneys' fees.

6. Emergency Services. If the immediate service of the Honolulu Police Department, the Fire Department, the paramedics, an ambulance or doctor is required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.

L. VIOLATIONS OF THESE RULES.

1. Reporting Violations and Damages.

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

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

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

(a) TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER (WHETHER OR NOT CAUSED BY THE OWNER OR BY ANY PERSON FOR WHOSE CONDUCT THE OWNER MAY BE RESPONSIBLE).

M. AMENDMENTS.

These Rules and Regulations may be amended only by a majority of the Board at a duly called meeting of the Board of Directors in accordance with and subject to the provisions of the By-Laws; provided, however, that prior to the first meeting of the Association and the election of the initial Board of Directors, Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, the developer of the Project, shall have the right, from time to time, to amend these Rules and Regulations in accordance with and subject to the provisions of the By-Laws.

The foregoing Rules and Regulations are hereby adopted.

DATED: Honolulu, Hawaii, AUG 2 7 2026, 2026.

CASTLE & COOKE HOMES HAWAII, INC.

By _____
Its Vice President – Residential Operations

By _____
Its Vice President, Controller & Asst. Treasurer

EXHIBIT A

This Exhibit includes certain excerpts from the Declaration of Condominium Property Regime and the By-Laws. Refer to the Declaration of Condominium Property Regime and the By-Laws for a complete description of provisions applicable to the Project.

A. Declaration of Condominium Property Regime.

1. Residential Use. Each unit shall be occupied and used for residential purposes only. If a unit owner rents his or her unit to any third party, the unit owner shall provide each tenant with a copy of this Declaration, the By-Laws and the Rules and Regulations. An owner who rents his or her unit shall at all times remain primarily and severally liable to all other unit owners and to the Association of Unit Owners of the Project for any failure on the part of such owner's tenant(s) to observe and comply with all provisions of this Declaration, the By-Laws, the Rules and Regulations and all other applicable laws. Notwithstanding any other provision contained in this Declaration or the By-Laws to the contrary, no unit shall be used for bed and breakfast establishment purposes, boarding facilities, rooming or lodging houses, group living facilities, the promotion or sale of timeshare, fractional ownership, exchange (whether the program is based on direct exchange of occupancy rights, cash payments, reward programs or other point or accrual systems) or other membership programs, plans or arrangements through which a participant in the program, plan or arrangement acquires an ownership interest in the unit with attendant rights of periodic use and occupancy or acquires contract rights to such periodic use and occupancy of the unit or acquires contract rights to a portfolio of accommodations including the unit (an "Occupancy Plan"), or for the operation of any business that directly or indirectly promotes the sale of an Occupancy Plan. Other than the foregoing restrictions (including restrictions contained in the condominium unit deed conveying a unit), the owners of the respective units shall have the right to lease the same, provided that such lease is in writing and for a term of not less than thirty (30) days, is in accordance with all applicable laws, and is expressly made subject to the covenants and restrictions contained in this Declaration, the By-Laws and the Rules and Regulations.

2. Unpermitted Acts. The Association of Unit Owners of the Project and any unit owner shall not suffer anything to be done or kept in his or her unit or elsewhere in the Project which may (a) jeopardize the soundness or safety of the Project, reduce the value thereof, or impair any easement, as reasonably determined by the Board, (b) interfere with or otherwise unreasonably disturb the

rights of other owners and occupants, or (c) increase the rate of property insurance on any building or the contents thereof.

3. Alterations. Except as otherwise expressly provided in Section R of this Declaration, a unit owner shall not, without the prior written consent of the Board of Directors of the Association of Unit Owners of the Project, make any alterations in or alterations to the exterior of the unit or to any other portion or portions of the common elements.

4. Developer's Rights. Notwithstanding anything contained hereinabove to the contrary, the Developer, its agents, employees, successors and assigns shall have the right to conduct extensive sales activities at and in the Project, including the use of model units, sales and management offices, and extensive sales displays, signage and activities as set forth in Paragraph 8 of Section F of this Declaration.

5. Owners with Disabilities. Notwithstanding anything to the contrary contained in this Declaration, the By-Laws or the Rules and Regulations, owners with disabilities shall be allowed reasonable exemptions from this Declaration, the By-Laws and the Rules and Regulations, when necessary to enable them to use and enjoy their units and the common elements, provided that any owner with a disability desiring such an exemption shall make such request, in writing, to the Board. The request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to be granted such an exemption. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur.

B. By-Laws.

(a) All of the units in the Project shall be used only for such purposes stated in the Declaration.

(b) No unit owner may lease or rent his or her unit for a period of less than thirty (30) days. Any lease or rental agreement must be in writing and must be subject to the requirements of the Declaration, these By-Laws and the Association.

(c) All common elements of the Project shall be used only for their respective purposes as designed subject to the right of the Board to change the use of the common elements in accordance with the Declaration, these By-Laws and the Condominium Property Act.

(d) No unit owner or occupant shall make or suffer any strip or waste or unlawful, improper or offensive use of his or her unit or the limited common elements appurtenant thereto or of the Project.

(e) Nothing shall be allowed, done or kept in any unit or common element (including the garages, Yard Areas and other limited common elements) of the Project which would overload or impair the floors, walls or roofs thereof, or cause the cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity or nuisance be made or suffered therein or thereon.

(f) No unit owner or occupant shall erect or place in the Project any building or structure, nor make any exterior additions or alterations to the units, limited common elements or any common elements of the Project, except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect if so required by the Board, and submitted to and approved by the Board, and all provisions of the Declaration and unit conveyances; provided, however, that:

(i) Fences, walls, stairs, lanais, patios, paved surfaces and/or wood decks may be installed within the Yard Areas in accordance with a written request and plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration and any fence and wall or other guidelines adopted by the Board; provided, however, that (a) all improvements shall be constructed or installed entirely within the Yard Areas and shall not be located upon or across the boundary of a Yard Area, e.g., shared fences and walls are specifically prohibited; (b) fences and/or walls may be restricted within certain areas of the Project due to the location of utilities, easements or for other reasons as determined in the reasonable discretion of the Board, (c) no fences or walls shall exceed six (6) feet in height; and (d) prior to the installation of any lanai, patio, paved surface and/or wood deck within a Yard Area, an owner shall arrange for termite treatment of the area under such lanai, patio, paved surface and/or wood deck; and

(ii) A unit owner or occupant may install a front screen door in accordance with a written request and plans and specifications prepared by a licensed architect (if so required by the Board) that are submitted to and approved by the Board, all in accordance with all provisions of the Declaration and any guidelines adopted by the Board.

(g) No unit owner may alter or remove any equipment, walls, or wall footings that is part of the common elements.

(h) No unit owner or occupant shall permit any person who is residing or visiting with him or her to loiter or play in any common elements of the Project which the Board may designate as a nonplay or hazardous area.

(i) No unit owner or occupant shall place, store or maintain in the driveways, Road Right of Way, grounds or other common elements of similar nature any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements.

(j) No unit owner or occupant shall without the written approval of the Board of Directors install any wiring for electrical or telephone installations, television antenna, machines, or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of any building in the Project or protruding through the walls, windows or roofs thereof; provided, however, as follows:

(i) A unit owner or occupant may install an antenna covered by the Federal Communications Commission Over-the-Air Reception Devices Rule (47 C.F.R. Part 1, Subpart S, Section 1.4000 et seq.), as amended from time to time, subject, however, to guidelines reasonably necessary to protect public safety that are adopted by the Board of Directors relating to the installation, maintenance and use of antennas within the Project.

(ii) The owners of units may install a solar energy device, as defined in the Condominium Property Act ("Solar Energy Device"), on the roof of said owner's unit, provided that the Solar Energy Device shall be in compliance with any rules and specifications adopted by the Board.

(iii) The owners of units may install a Solar Energy Device within the limited common elements appurtenant to their unit for the use of said owner's unit, provided that: (A) the unit owner shall obtain the prior written consent of the Board of Directors; (B) the Solar Energy Device shall be installed in a location designated by the Board of Directors, in accordance with applicable law; and (C) the Solar Energy Device shall be in compliance with any rules and specifications adopted by the Board.

(iv) A unit owner or occupant may install within such owner's or occupant's unit an "electric vehicle charging system", provided that: (a) the owner shall be responsible for the cost of any damage to the electric vehicle charging system, the common elements, the limited common elements, and any other units within the Project, arising or resulting from the installation, use, maintenance, repair, removal or replacement of the electric vehicle charging system; and (b) the owner shall at all times have and maintain a policy of insurance covering the obligations of the owner and occupant under this section and shall name the Association as an additional insured under the policy. For purposes of this section, "electric vehicle charging system" means a

system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

(k) No highly reflective finish, other than glass (which, however, may not be tinted or mirrored), shall be used on the exterior of any building in the Project; provided, however, that a gray film tint without visible purple tinge (as approved by the Board) and with an approved reflective value (as determined by the Board) may be installed by a unit owner on the glass located along the perimeter of his or her unit. If any bubbling or cracking shall occur, the unit owner shall immediately remove the tint and may replace it in accordance with the foregoing provisions.

(l) Window coverings shall be white, off-white, beige or of neutral color.

(m) No garments, rugs or other objects shall be hung from the windows or facades of the Project, except as expressly permitted by applicable law.

(n) Notwithstanding anything to the contrary contained in these By-Laws, the Declaration or the Rules and Regulations, owners with disabilities shall be permitted to make reasonable modifications to their units and/or limited common elements, at their expense (including the cost of obtaining any bonds required by the Declaration, these By-Laws or the Condominium Property Act), if such modifications are necessary to enable them to use and enjoy their units and/or the limited common elements appurtenant thereto, as the case may be, provided that any owner with a disability desiring to make such modifications shall make such request, in writing, to the Board. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modifications. The Board shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof, or within forty-five (45) days of the Board's receipt of additional information reasonably required by the Board in order to consider such request, whichever shall last occur. Nothing contained herein shall exempt an owner from making all amendments to these By-Laws, the Declaration or the Condominium Map necessitated by any changes permitted under this subpart.

(o) Pets.

(i) No livestock, poultry or other animals or pets whatsoever shall be allowed or kept in any unit or any other part of the Project, except that dogs, cats and other household pets (as determined by the Board) in reasonable number and size as determined by the Board (but not to exceed a total of two (2) such

animals per unit except for fish) may be kept in the unit and/or the Yard Area appurtenant to such unit.

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

(iii) Pets may not be kept, bred or used in any unit for any commercial purposes.

(iv) Except as otherwise provided herein, no pets shall be allowed on the common elements (other than the Yard Areas) except in transit and when carried or on a short leash. Pets on leashes and at all times under the complete control of a capable person may be exercised or walked within the Project, but not in limited common elements appurtenant to units other than the pet owner's unit. No owner or occupant shall permit his or her pet(s) to produce or cause any waste or unsanitary material or condition anywhere on the common elements, and any such waste or unsanitary material or condition shall be immediately removed and disposed of or remedied by such owner or occupant.

(v) Any pet which, in the sole judgment of the Board, causes a nuisance, unreasonable disturbance or threat to the health or safety of any owner, occupant or guest may be ejected from the Project on the demand of the Managing Agent or resident manager; provided, however, that upon assessment of the severity of the nuisance, disturbance or threat caused by such pet, the Board, in its sole discretion, may give the pet's owner an opportunity to remedy the situation short of ejectment.

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

constitute an unreasonable imposition upon, or threat to the safety or health of, other owners, occupants or guests.

(vii) In no event shall the Board, the Association, the Managing Agent or resident manager be or be deemed to be liable for any loss, damage or injury to persons or property caused by or arising in connection with any owner's, occupant's or guest's pet or service animal. By acquiring an interest in a unit in the Project, each owner agrees to indemnify, defend and hold harmless the Board, the Association, the Managing Agent and the resident manager against any claim or action at law or in equity arising out of or in any way relating to such owner's or occupant's or guest's pet or service animal.

(viii) All pets and other animals kept anywhere on the Project must be registered immediately with the Managing Agent.

(p) Garages and Driveway Areas.

(i) Parking. Each owner and his or her tenants, family members, invitees and guests shall park only in their garage or the Driveway Area appurtenant to such owner's unit (if the Driveway Area is large enough to accommodate one or more vehicles without encroachment upon the sidewalk). No parking shall be permitted within the Yard Areas, sidewalks or driveway aprons. Boats shall be parked or stored only in garages and must fit completely within the garage.

(ii) Garages. Garage doors shall be kept closed when garages are not being occupied by persons. Garages shall be used only for the parking of vehicles, boats, trailers, or truck campers and for workshops and storage of lawn and garden maintenance equipment, etc.

(iii) Violations. Violators of the parking restrictions shall have their cars towed away at their own risk and expense. Unit owners shall be responsible for payment of the towing charges with respect to their vehicles and those of their tenants, family members, invitees and guests.

(iv) Vehicles; Repairs. No mobile home, travel trailer, truck camper, house trailer, or stripped down, wrecked or junk motor vehicle shall be kept, parked, stored or maintained within the Project. Extensive repairs of a vehicle, boat or other equipment shall not be permitted in the Driveway Areas.

(v) Other Use Prohibited. The Driveway Areas shall not be used for storage purposes. Ball playing and skateboarding are prohibited within the Driveway Areas. Recreational equipment, such as basketball hoops, shall not be placed

or stored on the Driveway Areas. The Driveway Areas shall be kept free and clear of any and all obstructions.

(vi) Responsibility for Damage. Damage to vehicles and other objects or to the common elements shall be the responsibility of the person causing the damage. Unit owners shall be responsible for damage caused by their tenants, family members, invitees and guests.

(q) Yard Areas and Project Landscaping.

(i) Portions of the Project, including certain Yard Areas, are or will be subject to one or more designated easements or licenses, some of which may have already been granted to third parties. The Developer and/or the Association, pursuant to reserved rights in the Declaration or other documents, also may grant easements or licenses to others in the future. Once an easement or license has been granted, the Project, including the Yard Areas, will be subject to such terms and conditions, including restrictions on constructing or installing improvements and landscaping, contained in the document granting the easement(s).

(ii) All improvements and landscaping within the Yard Areas and the Project shall comply with the requirements of utility companies providing utilities for the Project. These requirements may include, without limitation, minimum setback requirements from utility easement areas and utility facilities.

(iii) The area and grading around any fence or wall shall be maintained in order to prevent damage to any such fences or walls. There shall be no backfilling against or excavation near any fence or wall.

(iv) Each unit owner shall landscape the Yard Area assigned to such owner's unit and the planting strip located within the Road Right of Way in front of, on the side of, or in the back of the Yard Area assigned to such owner's unit, which landscaping shall commence within three (3) months after the closing of the purchase of the unit and shall be completed within six (6) months after the closing of the purchase of the unit (unless the Yard Area and the planting strip have already been completely and permanently landscaped). If a unit owner's Yard Area initially contains Developer-installed temporary fencing for silt or sedimentation control (a "Silt Fence"), the unit owner shall maintain the Silt Fence in good working condition during the installation of said unit owner's Yard Area landscaping, and shall take other reasonable measures as may be necessary to prevent silt or sedimentation intrusion onto the common elements of the Project or onto the Road Right of Way. After completion of his or her permanent landscaping installation, said unit owner shall remove and properly dispose of the Silt Fence. Before commencing any Yard Area or planting strip landscaping, each owner shall submit to the Board a landscape plan (which shall include, without limitation,

a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. No alterations may be made to the landscaping within the Yard Areas or the planting strips without the prior written approval of the Board, which approval may be given or withheld in the Board's sole discretion.

(v) Plants, irrigation lines, spray/bubbler heads, plastic sheets or any material that promotes moisture build-up beneath the surface should not be placed within thirty (30) inches (the "Dry Area") of the buildings. Any spray or bubbler head shall be adjusted so as not to throw water onto the exterior of the buildings or the Dry Area.

(vi) Plants must be planted so as not to damage or impair the buildings, fences, walls (if any), drainage swales or utility easements.

(vii) A minimum two percent (2%) slope away from all buildings shall be maintained at all times to ensure proper drainage and to prevent water from ponding.

(viii) Plants susceptible to termite infestation or with invasive or aggressive root systems shall not be used.

(r) Planting Strips.

(i) Each unit owner shall maintain the Road Right of Way in front of, on the side of, or in the back the Yard Area appurtenant to such unit owner's unit, including the planting strips located therein, in accordance with the following standards: (a) any and all grass, plantings and other landscaping within the planting strips shall be maintained to the standards necessary to meet the City's requirements for the dedication of roadways to the City; (b) no irrigation system shall be placed within any planting strip; and (c) no portion of a planting strip shall be paved, concreted or filled with gravel or other similar materials.

(ii) If the planting strips are not maintained by the unit owners as provided aforesaid, the Board shall have the right, but not the obligation, to remove any nonconforming alteration, landscaping or other work, restore the planting strip to substantially the same condition as existed prior to the nonconforming alteration, landscaping or other work, and maintain the planting strip to the standard set forth in this section. The unit owner shall be liable for all costs thereof together with interest thereon at the maximum rate then allowed by law.

(s) Preservation of Drainage Patterns.

(i) Each owner, at such owner's cost and expense, shall take any and all necessary or appropriate action to preserve and maintain the drainage patterns of his or her Yard Area, including without limitation, the following:

(A) Keep all swales, drainage inlets, ditches, subdrains, solid pipe clean outs and other drainage ways in the Yard Area free of debris, open and in good and operating condition;

(B) Divert the water from any eave, gutter or downspout within the Project away from the foundations of the buildings and other improvements within the Project and on adjoining properties;

(C) Refrain from excessive watering of landscaping near or next to any building foundation or any adjoining property;

(D) Maintain the earth in the Project such that it slopes and drains away from the foundation of the unit and other improvements within the Project, including without limitation, filling in any depressions and refraining from creating any depressions, including "planter areas," in the earth near or next to any foundation;

(E) Refrain from changing the drainage patterns of the Yard Areas, including the terracing of the Yard Areas, without the prior written approval of the Board, which approval may be given or withheld in its sole discretion;

(F) Refrain from installing any fence, wall or other improvement or obstruction which would interrupt the drainage patterns;

(G) Refrain from installing any underground or pop-up drains as they may alter the drainage patterns;

(H) Maintain, by sealing and caulking, all joints and any cracks in exterior concrete work within the Project, especially joints or cracks between sidewalks or driveways and building foundations where sidewalks or driveways abut the building and joints and cracks in driveways and sidewalks; and

(I) Obtain the advice of qualified design professionals prior to constructing any other improvements within the Project.