

Property Improvement Application

#####

Homeowner Name _____
 Street Address _____
 Mailing Address: _____
 City, Zip Code: _____
 Email Address: _____

Date: _____
 Phone: _____

LOT # _____ UNIT TYPE: _____

Improvement Description:

Supporting Documents/Plans Attached::

Estimated Value:	Estimated Start Date:
	Estimated Completion Date:

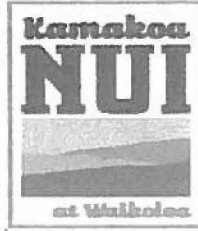
Neighbor Acknowledgement: By signing below, I acknowledge that I have been notified by the owners of Lot #____, that they intend to improve their property per the description above, and supporting documents attached. Should I object to the proposed improvement, I will send a written protest directly to the DRC. Please print Lot #, Last Name, & signature.

1. _____	3. _____
2. _____	4. _____

=====

FOR DRC USE ONLY

Date Received: _____ Date : _____



Property Improvement Application Page 2 – DRC Response

Homeowner Name _____
Street Address _____
Mailing Address: _____
City, Zip Code: _____
Email Address: _____

Date: _____
Phone: _____

LOT # _____ UNIT TYPE: _____

Date DRC Reviewed: _____

DRC Members Present: _____

DENIED APPROVED

APPROVED W/ CONDITIONS: _____

=====

Date Inspected upon Completion: _____ Built Per Plans: YES NO

DRC Comments: _____

=====

Correspondence Sent:

Date::	Type/Reason:

COUNTY OF HAWAII
KAMAKOIA NUI COMMUNITY DESIGN REVIEW COMMITTEE (DRC)
REQUEST FOR COUNTY CODE RESOLUTION VERIFICATION

Application No.: _____
Revision No.: _____
Date: _____

For the Kamakoa Nui Community Development Subdivision all construction on lots shall comply with the DRC Rules and Guidelines adopted by the DRC and shall in all respects comply with all federal, state and local laws, rules and regulations, ordinances including applicable Resolutions, County of Hawaii Planning & Building Codes and Covenants, Conditions and Restrictions (CC&Rs).

1. Applicable County of Hawaii Resolution No.: 328-91, 439-06, 416-07, and 353-14. Copies are available on the County of Hawaii web page under Council records.
2. Applicable County of Hawaii Planning and Buildings Codes.

Bureau of Conveyances (Doc A-48150173), hereinafter CC&R's, sets standards for your buildable area, setbacks, size of unit, building height limits, types of materials, accessory structures, design guidelines, etc. These CC&Rs may be stricter than the County of Hawaii Planning and Building Code.

INSTRUCTIONS: Complete Section I and take this form and a copy of your DRC application, plot and design plan to the County of Hawaii Department of Planning, Department of Public Works, Building Division, and the Engineering Division, for their response. Return the completed executed form to the DRC for review and final approval or disapproval.

To be completed by requestor and reviewed by the following Departments:

TO: Kamakoa Nui Design Review Committee

Section I.

Pursuant to the Kamakoa Nui CC&R Article V, a request is hereby made for a proposed alteration of the property, which details are described on the attached Kamakoa Nui Request for Property Improvement form.

Applicant Names (s): _____
TMK of Subject Property: (3) _____
Property Address: _____
Email: _____

SUPPORTING DOCUMENTATION ATTACHED

Property Improvement Form	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Improvements on Plot Plan*	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Improvements on Elevatin Plan*	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Specification Sheets	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

* Plans must be drawn to scale and dimensioned

TO: Department of Planning

Section II.

To be completed by Planning Department:

County Code & Resolution Verifications:

Is the proposed project allowable by the County of Hawaii Zoning Code and/or Resolutions? Yes No

PLANNING Comments:

PLANNING Review Completed by: _____ Name _____ Date: _____
(Signature)

COUNTY OF HAWAII
KAMAKOHA NUI COMMUNITY DESIGN REVIEW COMMITTEE (DRC)
REQUEST FOR COUNTY CODE RESOLUTION VERIFICATION

Application No.: _____
Revision No.: _____
Date: _____

Section III. TO: Department of Public Works, Building Division:

The applicant is requesting a review of the proposed change or alteration to their premises. Does your review indicate that a building permit is required?

Yes. No.

Do the plans meet Building setback requirements?

Yes.
 No.

DPW BUILDING Comments:

DPW By _____ Name: _____ Date: _____
(Signature)

Section IV. TO: Department of Public Works, Engineering Division:

The applicant is requesting a review of the proposed change or alteration to their premises. Does your review indicate that the proposed improvement is being done within a drainage, electrical, or utility access easement ?

Yes. No.

DPW ENGINEERING Comments:

DPW Engineering By _____ Name: _____ Date: _____
(Signature)

COUNTY OF HAWAII
KAMAKOIA NUI COMMUNITY DESIGN REVIEW COMMITTEE (DRC)
REQUEST FOR COUNTY CODE RESOLUTION VERIFICATION

Application No.: _____
Revision No.: _____
Date: _____

Section V. TO: Kamakoa Nui Design Review Committee

Please return this executed form to the Kamakoa Nui DRC with the following documents for final approval by the DRC

- 1) Kamakoa Nui Community Design Review Committee (DRC) Request for Review of Public Records
- 2) Kamakoa Nui Property Improvement Application with plot plan, specification sheet and design & detail of the proposed project.
- 3) One set of building plans
- 4) Copy of approved County of Hawaii building permit (if required)

KAMAKOIA NUI DRC DETERMINATION

Does the proposed property improvement satisfy all the requirement identified in the Kamakoa Nui CC&R's?

Yes. No.

KAMAKOIA NUI DRC Comments:

- APPROVE**
- APPROVE WITH CONDITIONS**
- DISAPPROVE**

Reviewers Name(s): _____ Date: _____

Reviewer Signature (s): _____

Reviewer Signature (s): _____

Reviewer Signature (s): _____

KAMAKOIA NUI

STATEMENT OF DESIGN REVIEW COMMITTEE RULES AND DESIGN GUIDELINES

I. OVERVIEW

By purchasing a home at Kamakoa Nui Community at Waikoloa, each Owner has made a substantial investment in and a commitment to the development of an affordable community that will remain a pleasant and enjoyable place in which to live. The following guidelines are designed to ensure that Kamakoa Nui Community at Waikoloa remains an aesthetically pleasing and attractive community for the benefit of all Owners and Occupants.

II. DEFINITIONS

A. **'Building Code'** shall mean the building code of the County of Hawai'i (which, as of the date of adoption of these Guidelines, is set forth in Chapter 5 of the Hawai'i County Code) as it may be amended or superseded from time to time

B. **'Declarant'** means, the County of Hawai'i and its successors or assigns, during the County Control Period. Following expiration or termination of the County Control Period, 'Declarant' shall mean the Owners collectively and the rights of 'Declarant' hereunder shall be exercisable by a written instrument signed and acknowledged by the owners of not less than sixty-seven percent (67%) of the Lots located in the Kamakoa Nui Community at Waikoloa (the "Property")

C. **'Declaration'** shall mean the Declaration of Restrictive Covenants for Kamakoa Nui recorded at the Bureau of Conveyances as Document No. A-48150173, as it may be from time to time supplemented or amended in accordance with the Declaration.

D. **'Design Guidelines'** shall mean the guidelines pertaining to physical features (for example structures and landscaping elements) within the Property and shall not include any restrictions on use, conduct or activities of Owners

E. **'Design Review Committee'** or **'DRC'** shall have jurisdiction over all modifications, additions or alterations made to Improvements on the Property. The DRC shall have the authority and standing to enforce in courts of competent jurisdiction its decisions made pursuant to the DRC Rules and Guidelines and the Design Guidelines.

F. **'Lot Slope Area'** means any portion of any Lot having a grade of 15/1 or more

G **'Statement'** shall mean this document, which sets forth the Design Review Committee Rules and the Design Guidelines for the Community as such document may be amended from time to time in accordance with the terms hereof

All other capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Declaration.

III. RESPONSIBILITY FOR COMPLIANCE

The Declaration contains standards and restrictions affecting each Owner's use of his or her Lot which constitute covenants running with the land' This means that anyone acquiring occupying or using any lots within the Property must obey the provisions of the Declaration whether or not he or she has actual knowledge of those provisions. Whenever an Owner proposes to make any Improvement to or build upon a Lot, or to reconstruct, alter or refinish the exterior of any Improvement already constructed, the Owner is responsible for complying with the limitations and conditions contained in the Declaration, as interpreted and implemented in this Statement and by the DRC pursuant to the provisions of the Declaration.

IV DRC MEMBERS

A. Appointment. The DRC shall consist of no fewer than three but not more than five members who shall serve until resignation or removal. Declarant initially shall appoint all members of the DRC Until expiration of the County Control Period, Declarant shall have the right to appoint, augment or replace any or all members of the DRC There shall be no surrender of this right prior to the expiration of the County Control Period except in a written instrument in Recordable form executed by Declarant. Upon expiration of the County Control Period, the then-existing members of the DRC shall appoint the replacement members of the DRC Thereafter in the event of any vacancy on the DRC replacement DRC members may be appointed by then-existing members of the DRC (including the outgoing member unless such member has been removed by petition or is otherwise not in good standing when leaving) or by a petition signed by the Owners of more than 50% of the occupied homes in the Property All Owners shall be promptly notified of the initial members of the DRC and any changes made to the membership including appointment of officers.

B Removal. Any member of the DRC may be removed at any time upon submittal to the DRC of a petition for removal signed by the Owners of more than 50% of the

homes in the Property or upon unanimous vote of the other DRC members (provided that there are at least three other members on the DRC at such time)

C Officers and Compensation. The members of the DRC shall appoint a chairman from among their ranks and may appoint such other officers as they from time to time see fit. The members of the DRC shall serve without compensation.

D Quorum. A majority of three duly appointed members at any given time shall constitute a quorum to conduct DRC business.

E. Conflicts of Interest. No member of the DRC may participate in any decision of the DRC on a matter in which he or she has a familial or direct or indirect financial interest.

V DESIGN REVIEW PROCEDURES

A. Preliminary Design Review Before incurring costs on any professional design or document preparation, a owner may submit a preliminary design for the DRC to review Preliminary design may be hand sketched showing proposed modifications, and must contain specifications of materials. The DRC will review and respond within fifteen (15) days in writing as to whether or not the Owner should move forward with submission of his or her application.

B Application. An application package must be submitted to the DRC for every proposed Improvement on a Lot, the result of which is likely to be visible from any other Lot, street or adjacent public property The application package should be submitted to the chairman of the DRC Two (2) complete sets of all plans are required for each submission

Each application package must contain:

- 1 Application Form. A completed Property Improvement Application on the form attached hereto as *Exhibit A*,
2. Notice to Adjacent Owners. Written evidence that Owners of adjacent Lots have been informed of the proposed work for which DRC approval is sought;
- 3 Plot Plan. A plot plan containing grade information and an outline of existing structures and proposed modifications and their placements, including grade elevations, building setbacks driveways, walkways, and parking spaces; and

4 **Building Plan:** Detailed drawings that clearly illustrate the Owner's proposed modifications, including exterior elevations of all proposed Improvements and alterations to existing Improvements and specifications of materials, color scheme, lighting scheme, and other details affecting the exterior appearance of all proposed Improvements and alterations to existing Improvements. Plans should be prepared in accordance with the Building Code as applicable, and with clarity and completeness. For work involving original construction or major additions or for work requiring variances from the provisions of the Design Guidelines, it is recommended that an application be submitted to the DRC for approval prior to submittal to the County for plan approval or building permit.

C **Protests.** Community Members and neighbors wishing to protest the proposed improvements of the adjacent property shall provide to the DRC their reason for protest in written form within 15 days of acknowledging receipt of notification from Applicant.

D **Review and Response.** The DRC shall review all applications for completeness within fifteen (15) calendar days of submittal and advise the Owner as to whether the submittal is deemed complete. Thereafter the DRC shall respond in writing approving denying or approving with conditions within forty-five (45) calendar days after the receipt by the DRC of an application submitted by an Owner if the application is deemed complete in all respects by the DRC

E. **Construction Time Frames.** Every improvement shall commence within one hundred twenty (120) days upon receipt of approval of plans and shall be completed two hundred forty-five (245) days after commencement. Improvements on which construction is interrupted for ninety (90) days, and Improvements partially or totally destroyed and not rebuilt within one hundred twenty (120) days shall be deemed a nuisance. The time for completion of any improvement shall be extended for a period equal to any delay from causes beyond the reasonable control of the Owner. The DRC may remove any such nuisance or repair or complete the same, at the cost of the Owner

VI. OPERATIONS OF THE DRC

A. **Meetings and Action on Applications.** The DRC shall maintain both a record of votes and either minutes or a recording of each of its meetings. The DRC shall maintain such records for a period of five years and shall make such records available at reasonable places and times for inspection by any Owner who so requests.

B. Findings. In applying the Design Guidelines, the DRC shall make findings with respect to the conformity with the Design Guidelines of plans and specifications submitted for approval to the DRC. The DRC shall approve, deny or approve with conditions all proposed Improvements for which an application is submitted.

C. Timing. The DRC shall be required to render decisions on matters pending before it within forty-five (45) calendar days after the receipt by the DRC of an application, request, complaint, or concern. If the DRC fails to act upon any application within the above-stated time period, such application shall be deemed to be approved.

D. Reconsideration of Decision. Any applicant receiving a decision by the DRC that he or she deems to be unsatisfactory may file a written request to have such decision reconsidered by the DRC. In connection with such a request for reconsideration, the applicant may provide any additional materials he or she feels are relevant and may offer to take one or more mitigation measures to address the concerns of the DRC. The DRC shall re-evaluate its decision in light of any additional materials provided by the applicant and provide a written final determination to the applicant within thirty (30) calendar days following its receipt of the reconsideration request.

E. Amendments to Statement. The DRC may from time to time prepare and recommend for approval any amendments to this Statement that the DRC believes necessary or desirable. Such amendments must be approved in accordance with Article X herein.

VII. ENFORCEMENT POWERS

A. Inspection and Violations. The DRC has jurisdiction under the Declaration over all modifications, additions or alterations made to Improvements on the Property. The DRC shall enforce all provisions of the Declaration and this Statement pertaining thereto and may also enforce any condition the DRC may have imposed on construction approved thereunder. In furtherance of the powers of the DRC, the DRC may inspect all approved construction to confirm its compliance with any grant of authority made by the DRC and conditions placed thereon. The costs of inspection, where a subsequent violation is discovered (for example, where it is found that a homeowner has failed to comply with approved plans and specifications for improvements authorized by the DRC) and enforcement, including court costs and attorneys' fees, shall be paid by the Owner responsible for the violation. Upon written request from the DRC, any work done in violation of the Design Guidelines or not in compliance with the plans and specifications approved by the DRC shall be removed by the offending homeowner at his or her sole cost and expense, and the land shall be restored to substantially the

same condition as existed prior to the work. Should an Owner fail to remove and restore as required, the DRC may seek a court order allowing them or their designee to enter the Lot, remove the violation and restore the property and the Owner shall be liable for all costs thereof

B Notices of Violations. The DRC shall notify Owners who violate the Design Guidelines as provided in this Statement. For purposes of this paragraph VII.B Owner's receipt of Notice of Violation shall be deemed to have occurred three (3) U S postal business days following the deposit of the notice in the U S Mail.

1 First Notice. Upon discovery of a violation of the Design Guidelines by an Owner the DRC shall notify Owner by letter sent via U S. mail that Owner must correct the violation within thirty (30) days after receipt of the Notice of Violation The First Notice of Violation shall contain a detailed written statement, in ordinary concise language, of the location and nature of the violation.

2. Second Notice If the violation has not been corrected by the deadline established in the First Notice of Violation the DRC shall send a Second Notice of Violation. The Second Notice of Violation shall be sent via certified mail and shall notify Owner that the violation must be corrected within thirty (30) days after receipt.

3 Final Notice. If the violation still has not been corrected by the deadline established in the Second Notice of Violation, the DRC shall send Owner a Final Notice of Violation. The Final Notice of Violation shall include a paragraph substantially similar to the following:

'Unless the violation described herein is corrected within twenty (20) calendar days after the date of this Final Notice of Violation, the DRC may proceed with enforcement via legal means. If the DRC is forced to enforce this matter via legal means and Owner is found to be in violation of the Declaration or the Design Guidelines or both, the legal fees for this effort will be charged to Owner

In addition to the above procedure for enforcement, if a violation is also a violation of the Building Code or any other law ordinance or regulation the DRC may notify or submit a formal complaint to the County of Hawai'i or other regulating authority

If at any time after the First Notice of Violation is sent, the Owner enters into good faith communications with the DRC regarding addressing the violation, the DRC may refrain from sending subsequent notifications of violation, provided that, if communications,

negotiations or progress stalls for more than thirty days, a Second or Final Notice of Violation (as applicable) should be sent.

VIII. LIMITS OF LIABILITY

Approval of plans by the DRC is solely for the architectural design or scheme thereof and for conformance with the requirements of the Declaration and the Design Guidelines. It shall be the Owner's responsibility to insure that all modifications or additions shall comply with all applicable statutes, ordinances codes, rules and regulations.

No representations are made nor is any responsibility assumed by the Declarant or the DRC regarding the structural quality or soundness of the work proposed to or approved by the DRC. It shall be the sole responsibility of the Owner and the Owner's architect or builder to examine the premises and to undertake adequate design for all improvements or changes to be constructed and made on the Owner's property.

Neither the DRC nor any of its consultants shall be responsible for the effects on the value of any property which result from any modification to property undertaken based on Committee approval.

IX. OTHER CODES, LAWS RULES AND ORDINANCES

Approval of plans does not modify or eliminate the Owner's obligation to comply with all applicable laws, ordinances, rules and regulations, as they may be promulgated or amended from time to time and with all terms and conditions required under the Declaration and by any deed, lease or mortgage. In case of conflict, the more stringent requirement shall apply.

X. MODIFICATION OR TERMINATION

During the County Control Period, this Statement may be amended by the Declarant in its sole discretion and without the approval of any Owner or any other party. This Statement and the Design Guidelines contained herein may be modified or terminated at any time after the expiration of the County Control Period upon a petition signed by the Owners of more than 67% of the Lots in the Kamakoa Nui Community at Waikoloa. In the event this Statement is terminated a notice of such termination shall be signed by the chairman of the DRC and recorded by the chairman with the Bureau of

Conveyances. Any modifications to this Statement shall be documented in writing, signed by the Declarant or the chairman of the DRC (as applicable), and circulated to all Owners in hard copy or electronic form.

XI. DESIGN GUIDELINES

A. General Purpose The general purpose of the Design Guidelines is to ensure that Kamakoa Nui Community at Waikoloa remains an aesthetically pleasing and attractive community for all of its residents by assuring that all buildings and other structures erected within the community will be complementary to the basic architectural character established by the DRC. By establishing this Statement and the Design Guidelines contained herein, the DRC hopes to assure a continuity of concept and design that will preserve the quality of community life for all residents, and enhance the value of the investment each Owner has made in the Kamakoa Nui Community at Waikoloa. By promulgating the Design Guidelines contained herein, it is not the intent of the DRC to unreasonably discourage variation in design or experimentation with innovative construction concepts or materials. At the same time the DRC recognizes that some basic requirements must be imposed if the overall architectural character of the Kamakoa Nui Community at Waikoloa is to be preserved. Before planning any specific construction of an improvement project, Owners are urged to contact the DRC or members of the DRC to clarify any questions concerning these requirements. The DRC stands ready to provide whatever assistance it reasonably can to help achieve the Owner's objectives in a manner that is consistent with the interest of the overall community.

B. Architectural Standards. In developing architectural designs that both express the Owner's individuality and taste and contribute to the development and preservation of Kamakoa Nui Community at Waikoloa as an architecturally attractive community, it is important to consider the stylistic elements that constitute the design. Forms, colors, and materials should be derived from those present in the community and should be used in a way that does not result in too great a mixture of forms, colors or materials on any structure or surface. In addition, the following standards, guidelines and recommendations apply:

1. Fences. All fences shall be constructed from durable material, such as wood, and vinyl, and shall be in harmony with the surrounding area and the community.

a. Fence colors should compliment exterior colors of home.

b Fences in the front and side yards up to the front corner(s) of the building shall not be more than 4 feet in height.

c. Fences at the rear and side yards up to the front corner(s) of the building shall not be more than 6 feet in height.

d Whenever a fence has a 'finished' side, that side shall face outward from the property towards the adjacent property or street. The unfinished side (that is, the side that exposes framing, support materials, bracing etc.) if any shall face inward to the property

e. Chain link fences are not allowed.

2. Retaining Walls and Other Improvements to Lot Slope Areas.

Improvements to portions of an Owner's Lot constituting a Lot Slope Area, require special engineering considerations. No retaining walls or other Improvements may be installed or constructed on a Lot Slope Area except in compliance with complete and engineered plans and specifications therefor (stamped and approved by a professional engineer) which have been submitted to and approved by the DRC Any Improvements to Lot Slope Areas must conform in design and harmony with surrounding structures, and topography and finish grade elevation Further any such fence or wall or Improvement must conform in design and color (to the extent practicable) with existing fences and walls constructed by Declarant.

3 Height Restrictions. Without specific approval of the DRC no building or other Improvement erected on any Lot (including any additions or improvements thereto) may exceed the height of the existing housing unit constructed on such Lot.

4 Kennels. Kennels must not be visible from the street.

5 Painting. Exterior painting of any dwelling unit or other Improvement must be approved in advance and in writing by the DRC unless the color being used for repainting is an exact match with the original color applied by Declarant or a color previously approved by the DRC for such Improvement. All applications for repainting approval shall be accompanied by color samples. Only colors that are non-reflective flat or semi-gloss natural tones that fall within the palette of colors originally specified for the community will be accepted. Strong, bright, or very light colors (including whites) will not be approved as primary house colors.

6 Mechanical Equipment. Mechanical equipment, including but not limited to central air conditioning, water softeners and spa equipment shall be screened from view and the equipment noise thereof shall be minimized.

7 Roofs. No flat roofs will be permitted on any Dwelling Unit. Flat roofs on accessory structures shall only be constructed if prior written approval of the DRC is obtained. New roofs shall conform in design and materials to the roofs that were on the Dwelling Units when they were first constructed.

8 Room Additions and Accessory Structures Structural or material additions or alterations to the exterior of a Dwelling Unit must be approved by the DRC and must be in substantial conformance with the materials colors and architectural character of the existing building or Improvement. Exterior siding, window and door details on any addition shall match the original or existing structure

9 Setback Requirements. For Lots containing detached units unless specifically approved by the DRC no Improvement may be constructed or maintained in such a way that any portion of the Improvement, including but not limited to any eaves or other overhangs, is any closer to the side rear or front property line of the Lot, as the case may be, than is the existing building to the same property line

10 Skylights. DRC approval of rooftop skylights will be based generally on the Owner's ability to design and accommodate the installation of such with the least amount of exposure to view from adjacent or other units or adjoining streets.

11 Pools. Swimming pools, outdoor Jacuzzis, whirlpools, spas and hot tubs ('Pools') may not be constructed or placed in front or side yards and shall be placed or fenced in such a manner that they are not readily visible from any street or neighboring property from the first floor level. Owners constructing swimming pools or Pools that would otherwise be visible from any street or neighboring property shall submit an application to the DRC for the fence enclosing such Pool. The application shall show the proposed location of the Pool as well as the fence The fence shall be sufficient to shield the pool from view from adjacent roads and properties and shall otherwise be designed in accordance with the 'Fences and Walls' section of this Statement, the Declaration, and with County ordinances and regulations.

12. Landscaping Each Owner shall be responsible for attractively landscaping his or her own Lot and any Planting Strip adjacent thereto.

a. Planting Strips and all portions of Lots visible from a street, public property or another Lot shall be maintained in a good and clean condition. Landscaping in Planting Strips shall be limited to grass, ground cover, base rock, and low hedges or shrubs (none of which shall exceed 2' in height). Trees without aggressive root systems may also be planted in Planting Strips with approval of the DRC and any other approval required by County Code or other law. Planting Strips are generally located within the County right-of-way and therefore shall at all times be maintained in compliance with applicable County Code provisions and rules regarding County Streets.

b. Landscaping (such as hedges) used for screening in the front and side yards up to the front corner(s) of the building shall not be more than 4 feet in height. Landscaping used for screening at the rear and side yards up to the front corner(s) of the building shall not be more than 6 feet in height.

Approval of the DRC shall not be required for landscaping that is done in compliance with this section. No plants appearing on the list of Hawaii's Most Invasive Horticultural Plants (maintained by the Hawai'i State Department of Land and Natural Resources and currently available at www.state.hi.us/dlnr/dofaw/hortweeds/specieslist.htm) may be planted within the Kamakoa Nui Community.

13. Solar DRC approval shall not be required for installation of solar water heater or solar photovoltaic panels by a Hawai'i-licensed solar installer.

C Excavation and Grading No Lot in the Kamakoa Nui Community at Waikoloa or any part thereof shall be excavated, filled or otherwise altered from its natural grade in such a manner as to substantially affect the view plane of other Lots or to affect the drainage onto or off of any other Lot in the Kamakoa Nui Community at Waikoloa.

**ADOPTION OF STATEMENT OF DESIGN REVIEW COMMITTEE
RULES AND DESIGN GUIDELINES**

Pursuant to and in accordance with Article V of the Declaration of Restrictive Covenants for Kamakoa Nui dated January 28, 2013, and recorded at the Bureau of Conveyances of the State of Hawai'i as Document No A-48150173, as the same may be amended, the County of Hawai'i does hereby adopt and promulgate these Design Review Committee Rules and Design Guidelines for the Kamakoa Nui Community at Waikoloa. These guidelines are subject to revision upon appointment of a Design Review Committee.

This adoption of Design Review Committee Rules and Guidelines for Kamakoa Nui is made effective this 29th day of April, 2014

COUNTY OF HAWAII,



Its Mayor