



KAWELA PLANTATION HOMEOWNERS' ASSOCIATION

HUNTING/HIKING APPLICATION

PO BOX 28 KAUNAKAKAI, HI 96748 PHONE: (808) 553-4223 FAX: (808) 553-3996
 EMAIL: KPHA.ADMIN@KAWELAPHA.COM WEBSITE: KAWELAPHA.COM

HOMEOWNER INFORMATION

DATE:

NAME (PRINT) _____

LOT # _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE _____ ALT PHONE _____

EMAIL _____

EMERGENCY CONTACT INFORMATION

NAME _____

CELL PHONE _____ WORK PHONE _____

EMAIL _____

GUESTS

NAME (PRINT) _____

NAME (PRINT) _____

NAME (PRINT) _____

NAME (PRINT) _____

NAME (PRINT) _____

NAME (PRINT) _____

KPHA HOMEOWNER'S SIGNATURE

BY SIGNING THIS APPLICATION, I ACKNOWLEDGE ALL THE INFORMATION PROVIDED TO KAWELA PLANTATION HOMEOWNERS' ASSOCIATION IS TRUE. SHOULD ANY OF THIS INFORMATION CHANGE, I WILL NOTIFY KPHA WITH THOSE CHANGES IMMEDIATELY.

HOMEOWNER'S SIGNATURE: _____

TO BE COMPLETED BY OFFICE STAFF

Received On: _____ Office Staff Signature: _____

<input type="checkbox"/>	APPLICATION	<input type="checkbox"/>	COMMON GROUNDS VIOLATIONS
<input type="checkbox"/>	EXHIBIT A & B	<input type="checkbox"/>	SIGNED KEY AGREEMENT
<input type="checkbox"/>	RWI AGREEMENT	<input type="checkbox"/>	KEY DEPOSIT \$50.00 <input type="checkbox"/> CASH <input type="checkbox"/> CHECK CHECK #
<input type="checkbox"/>	HUNTING LICENSE	<input type="checkbox"/>	KEY DEPOSIT \$150.00 <input type="checkbox"/> CASH <input type="checkbox"/> CHECK CHECK #
<input type="checkbox"/>	INSURANCE	<input type="checkbox"/>	APPLICATION APPROVED BY:

KPHA COMMON GROUND ACCESS: KAWELA UNITS I, II, III RULES FOR HUNTING AND HIKING — EXHIBIT "A"

1. The opportunity of Hunting and Hiking on KPHA common grounds property is extended to KPHA members, their immediate family (spouse, father, mother, son, and daughter) and their guests. Guests will always be accompanied by a KPHA member or an immediate family member of the KPHA member.
2. All hunters shall have a valid State of Hawaii hunting license and shall abide with all Federal, State and County laws that relate to hunting. All hunters shall abide with all KPHA hunting rules, policies and agreements. It is the hunters' responsibility to be familiar with such laws, rules, policies, and agreements.
3. KPHA members who will be using KPHA common grounds for hunting or hiking purposes must complete the Kawela Plantation Homeowners' Association Hunting/Hiking Application and will show proof of liability insurance coverage on their home or other liability insurance policies for personal liability covering activities on KPHA common areas.
4. Prior to KPHA common grounds access for hunting or hiking, all persons shall sign the Exhibit "A", Exhibit "B" and the Release, Waiver, and Indemnity Agreement. Minor hunters/hikers under 18 years of age shall be allowed to hunt and hike only if a parent or legal guardian has signed the Exhibit "A", Exhibit "B" and Release, Waiver, and Indemnity Agreement. Minor hunters/hikers must be accompanied by a parent or legal guardian whenever on KPHA common grounds. All KPHA members associated in each hunting or hiking party will be held accountable for compliance with the KPHA Common Grounds Access Rules for Hunting and Hiking.
5. Arrangements to reserve KPHA common grounds (see rule #12 for approved hunting locations) for hunting or hiking will be made through the Association office via email, phone, or by visiting the office during normal business hours. Prior to hunting/hiking reservations being made, office personnel will ensure that each hunter has a current hunting license, a copy of the KPHA members current homeowner's liability insurance, and a completed (current) hunting/hiking application on file. KPHA members using KPHA common grounds for hiking must have a copy of their current homeowner's liability insurance and a completed (current) hunting/hiking application on file. Any KPHA member requiring vehicular access to KPHA common grounds for hunting or hiking must have a completed Hunting/Hiking Gate Access Key Agreement on file along with required key deposits prior to receiving gate keys.
6. There are three (3) hunter classifications: *Primary Plus*: Owns multiple lots, hunts regularly. *Primary*: Owns one lot, hunts regularly. *Occasional*: Owns one or more lots, hunts occasionally.
7. *Primary Plus* members are allowed 12 reservations per month for each lot they own, following rule #8 & 10 reservation guidelines. *Primary* members are allowed 12 reservations per month following rule #8 & 10 reservation guidelines. *Occasional* members are allowed 4 reservations per month with the following restrictions: No more than one Saturday & one Sunday per month; May not hunt more than 2 months consecutively. An Occasional member will revert to Primary member classification if they surpass the number of reservations allowed for an Occasional member. Any Occasional member reservations that fall outside stated restrictions will be moved to the Primary member category.
8. Reservation are made on a first in, first reserved basis.
 - Starting at 12:00am on the 1st of the month for the following month, reservations for *Primary Plus* members for their first lot (12 reservations) and *Primary* members (12 reservations) can be requested.
 - Starting at 12:00am on the 2nd of each month for the following month, reservations for *Primary Plus* members of 12 reservations per each additional lot owned can be requested.
 - Starting at 12:00am on the last day of the month for the second month following, reservations for Occasional members can be requested. Occasional member reservations are capped at four days per month with the following restrictions: Only one Saturday and one Sunday per month will be allowed. Occasional members may not reserve more than 2 months consecutively.

9. Overlapping requests, requests for the same unit on the same day, will be handled as follows: All overlapping requests will be fairly divided among each member where possible, otherwise, names will be drawn.
10. No member can reserve more than 3 consecutive days in any unit. No member can reserve more than four days in each unit per lot owned. No member can reserve more than four days in a row. No member can reserve more than one unit per day.
11. If units are available in the current month, members may reserve units following the guidelines set forth in rule # 10.
12. Rifle hunting is prohibited in areas below the safety poles stationed 500 yards above the highest lot in all units. Shooting within the 500-yard safety zone is strictly prohibited. Violators will face penalties. Bow hunting is allowed up to 400 yards below the safety poles or 100 yards above the highest lots in each unit.
13. Hunting will be limited to one party (maximum of six persons per party) per unit (Kawela Units I, II, III) on designated hunting days and the party shall be limited to staying in their designated unit. Hunting for goats, deer and/or pigs with dogs is strictly prohibited.
14. Any individual hunting or hiking on KPHA Common grounds who has not reserved the time or is not key sharing shall be considered in violation of these Rules.
15. Any KPHA member who finds that they cannot use their reservation should notify the office as soon as possible to free that reservation for others. A KPHA member not able to use their reservation may give the reservation to another eligible KPHA member and must notify the office as soon as they do so. Failure to notify the office of a change in reservations is considered a violation of KPHA hunting rules and may result in penalties.
Key Sharing: It is permissible for a KPHA member who hunts in the morning to give the key to another eligible KPHA member who wants to hunt later in the day (key sharing). The reserving member will remain responsible for the key and the member sharing with the reserving member will still be required to sign in and out of the designated unit. Before key sharing, the reserving member must notify the KPHA office of the date, unit no., time, and who they have given their key to via email or phone call and you must submit written notice upon key return. Failure to notify the office of key sharing may result in loss of hunting privileges. Hiking any unit on designated hiking days is not restricted to one party. If you will require keys to hike, you must notify the office ahead of time.
16. Hunters and hikers must sign in and out of the log that is kept at the gate of entrance. Guests must be recorded. No guest may sign in or out - members only must sign gate logs.
17. Vehicles will be allowed only on roads constructed for vehicle use and if clearly marked off limits you may proceed by foot.
18. Objects of antiquity, prehistoric ruins, archaeological sites, and/or monuments will not be disturbed, damaged or removed. Trash shall be removed.
19. Commercial activities (activities for which third parties are required to pay a fee) are prohibited on KPHA common grounds.
20. Violation of any hunting or hiking rule, excluding Rule # 19 which addresses the prohibition of commercial hunting, will subject the responsible person(s) to a fine of up to \$1000 and/or loss of hunting and hiking privileges for up to one(1) year. Violation of Rule #19 will result in a fine of up to \$1000 AND a permanent ban of hunting and hiking privileges for the responsible person(s). Any violation not reconciled will result in a revoking of privileges until the matter is resolved.
21. I agree to abide by the K.PHA HUNTING/HIKING GATE ACCESS KEY AGREEMENT located at the end of this application.

KAWELA PLANTATION HOMEOWNERS' ASSOCIATION
Exhibit "B" Notice to Hunters/Hikers

The ASSOCIATION hereby notifies the owner/hunter that:

1. **NO** potable (i.e. drinkable) water is available or provided.
 2. Much of the ASSOCIATION property consists of wilderness area. Due to natural and man-made conditions, the ASSOCIATION property (the "Property") contains **DANGEROUS CONDITIONS** which may not be specifically identified by signs and/or other landmarks. You must **remain alert and take extreme care.**
 3. The Property may contain horses, cattle, deer, goats, pigs, other animals and poachers whose behavior may be **DANGEROUS** and **UNPREDICATABLE**. You must **remain alert and take extreme care.**
 4. You may encounter certain **DANGERS** including but not limited to: extreme weather conditions – ranging from hot and humid to wet and cold, gusty winds, flash floods, landslides, steep and slippery trails, river crossings, ridges and cliffs, sharp and/or slippery rocks, dense vegetation, thorny plants, wild animals, stinging or biting insects, disease carried by water, air or animal vectors, firearms, hunters, dogs and helicopters.
 5. There are no bathroom facilities, potable water or telephones available on the Property. Cell service is unavailable in most of these areas. The ASSOCIATION offers no emergency care and/or evacuation services. Those services may not be readily available.
 6. You shall take appropriate steps to ensure your personal health and endurance during a hunt or hike, including rest, food, and water and carrying prescribed medications you may be taking.
 7. The ASSOCIATION makes no warranty to representation, expressed or implied regarding the conditions that hunters/hikers may encounter during any excursion on the Property.
 8. The ASSOCIATION provides **NO SECURITY** for or on the Property and has no control over persons who enter the Property, such as hunters and hikers with or without the ASSOCIATION'S knowledge and consent. You must **remain alert and take extreme care.**
 9. A signed and dated Liability Waiver must be attached to this KPHA Hunting/Hiking application.
- ✦ This notice informs you of some, but not all, of the possible dangers on the Property to ensure that you are aware of the risks that accompany your activities on the Property. By signing below, you acknowledge that you understand the information contained above and understand that all entry onto the Property is at your **OWN RISK**.

The person(s) signing below {the KPHA MEMBER/Hunter/Hiker and guest(s)} has requested permission on their behalf to hunt/hike upon land owned by KAWELA PLANTATION HOMEOWNERS' ASSOCIATION (The "ASSOCIATION"). The ASSOCIATION'S permission to hunt/hike on its land is conditioned, in part, on the Member's/Hunter's/Hiker's express acknowledgement that he or she understands the information set forth in the KPHA Common Grounds Access: Kawela Units I, II, III, rules for Hunting and Hiking - (Exhibit "A") and notice to Hunters/Hikers (Exhibit "B") and accepts the resulting risks.

1. _____
Signature of KPHA Member

Print Name & Lot Number

2. _____
Signature of KPHA Member

Print Name & Lot Number

3. _____
Signature of Guest

Print Name

4. _____
Signature of Guest

Print Name

5. _____
Signature of Guest

Print Name

6. _____
Signature of Guest

Print Name

7. _____
Signature of Guest

Print Name

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

THIS RELEASE, WAIVER, AND INDEMNITY AGREEMENT (hereinafter the “**AGREEMENT**”) is made and entered into as of this _____ day of _____, 20____ by and between _____
Name & Lot #

(hereinafter the “**Hunter/Hiker**”) and the KAWELA PLANTATION HOMEOWNERS’ ASSOCIATION, PO BOX 28, Kaunakakai, Hawaii, 96748 (hereinafter the “**ASSOCIATION**”).

WHEREAS, the HUNTER/HIKER wishes to hunt or hike upon land owned by the ASSOCIATION; WHEREAS, the HUNTER/HIKER will be responsible for his or her conduct during the hunt/hike in accordance with the KPHA COMMON AREA ACCESS RULES FOR HUNTING AND HIKING, which is attached hereto as Exhibit “A” and made part of this AGREEMENT;

WHEREAS, the HUNTER/HIKER has reviewed and acknowledged the KAWELA PLANTATION HOMEOWNERS’ ASSOCIATION’S NOTICE TO HUNTERS/HIKERS, which is attached hereto as Exhibit “B” and made part of this AGREEMENT;

NOW THEREFORE, in consideration of being permitted to hunt/hike on property owned by the ASSOCIATION, the hunter/hiker agrees as follows:

1. The HUNTER/HIKER hereby releases, waives and discharges the ASSOCIATION, its directors, officers, members, agents and employees from all liability to the HUNTER/HIKER or his or her spouse, legal representatives, heirs and assigns, for any and all injury, loss or damage of any type, and any claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of injury to the HUNTER/HIKER’S person or property, even injury resulting in the death of the HUNTER/HIKER, whether caused by the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise while the HUNTER/HIKER is hunting/hiking upon land owned by the ASSOCIATION or using the trails, shelters or other facilities thereon.

2. The HUNTER/HIKER hereby releases the ASSOCIATION, its directors, officers, members, agents and employees from any claim whatsoever on account of first aid, treatment or service rendered to him or her while engaged in entering the ASSOCIATION'S land or using the trails shelters or other facilities thereon.
3. The HUNTER/HIKER agrees to indemnify the ASSOCIATION, its directors, officers, members, agents and employees from and against any and all claims, suits, damages, losses and expenses, including attorney's fees and costs, arising out of or resulting from the HUNTER./HIKER'S presence in or upon the ASSOCIATION's land whether caused by the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise.
4. The HUNTER/HIKER hereby assumes full responsibility for the risk of bodily injury, death or property damage due to the negligence of the ASSOCIATION, its directors, officers, members, agents and employees or otherwise while in or upon ASSOCIATION land thereon.
5. The HUNTER/HIKER expressly agrees that this AGREEMENT is intended to be as broad and inclusive as permitted by the laws of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue to full legal force and effect.
6. The HUNTER/HIKER must have a completed AGREEMENT on file at the Association prior to hunting/hiking.
7. The HUNTER/HIKER further states that he or she has carefully read the AGREEMENT and the attached exhibits and knows the contents thereof and signs this AGREEMENT at his or her own free act.

IN WITNESS WHEREOF, the undersigned has duly executed this agreement as of the day and year first above written.

1. _____
Signature of Owner

Print Name and Lot #

2. _____
Signature of Guest

Print Name

3. _____
Signature of Guest

Print Name

4. _____
Signature of Guest

Print Name

5. _____
Signature of Guest

Print Name

6. _____
Signature of Guest

Print Name

7. _____
Signature of Guest

Print Name

8. _____
Signature of Guest

Print Name



HUNTING/HIKING GATE ACCESS KEY AGREEMENT

Due to the increase in late return of gate keys as well as lost gate keys for hunting/hiking access, KPHA members will now be required to sign this agreement and provide two deposits (check or cash): One (1) \$50.00 deposit and One (1) \$150.00 deposit, to the KPHA office before keys will be issued. Checks will be held on file and not deposited unless non-compliance with this agreement occurs. Cash will be deposited and held until member's request for return with full compliance.

THE NEW GATE KEY POLICY IS AS FOLLOWS:

You will return your gate key to the office no later than 9am on the day following your finished activity (hunting or hiking). If you have reserved consecutive dates, you must return all keys by 9am on the day following your last finished activity. Failure to return the key(s) by 9am on the day following your finished activity will result in a \$50.00 fine (using your \$50.00 deposit) and hunting/hiking privileges will be suspended until your fine is paid and we have received another key deposit.

If you lose the gate key, you will be charged a \$150.00 fine (using your \$150.00 deposit) so that we may replace the entire lock set. Please do not lose the key. Hunting/hiking privileges will be suspended until your fine is paid and we have received another deposit.

If you are key sharing, please assure the office is informed as soon as you do so. Key sharing does not relieve you, the primary key signer/holder, of your responsibility to assure keys are returned as mandated above. If you do not trust that someone you are giving keys to will turn them in as required, we recommend not sharing keys with that individual.

THERE WILL BE NO EXCEPTIONS TO THIS POLICY/AGREEMENT.

By signing this agreement, you are stating you have read and understand the above rules of KPHA.

I agree to return gate key(s) to the KPHA office or the Key Drop box no later than 9am on the day following my last finished activity (hunting/hiking). I understand that if I am late returning the gate keys to the KPHA office, I will forfeit my \$50.00 deposit and will not be allowed to hunt/hike until the fine is paid and a new key deposit is issued to KPHA. I understand that if I lose the gate key, I will forfeit the \$150.00 deposit and will not be allowed to hunt/hike until my fine is paid and another key deposit is provided to KPHA. If I am key sharing, I agree to notify the office prior to handing over keys via email or call-in/voicemail (with written notice upon key return) and understand that I will still be held as the responsible party to have keys returned as mandated above. I am providing KPHA these deposits of \$50.00 and \$150.00 respectively, with the understanding that I will forfeit the applicable deposit (s) if I am in non-compliance of this agreement.

Print Name

Signature

Date



Kawela Plantation Common Grounds Access Policy for Hunting and Hiking

HIKING

Common Grounds access designated for **HIKING** is as follows:

Unit I: Sunday and Monday

Unit II: Tuesday, Wednesday, Thursday

Unit III: Friday and Saturday

On hiking days, multiple hiking parties can access the designated unit, however there are limited gate keys available and these will be provided on a first come first serve basis. Walk-up hikers are welcomed on designated hiking day.

HUNTING

Common Grounds access designated for **HUNTING** is as follows:

Unit I: Tuesday, Wednesday, Thursday, Friday, Saturday

Unit II: Sunday, Monday, Friday Saturday

Unit III: Sunday, Monday, Tuesday, Wednesday, Thursday

*On hunting days, only one hunting party at a time will be allowed access to each designated unit.

Hikers are not allowed to reserve time on designated hunting days.

Hunters are not allowed to hunt in any unit designated for hiking.

Prior to hunting or hiking on KPHA common grounds, KPHA owners must fill out the Kawela Plantation Homeowners' Association Hunting/Hiking Application and submit application and proper supporting documents (valid Hawaiian hunting license and copy of current homeowners insurance if hunting, copy of current homeowners insurance if hiking) to the office. Any guests using the KPHA common grounds for hunting or hiking must read and sign Exhibits A & B and the Release, Waiver, and Indemnity Agreement forms and submit the form to the office prior to using the common grounds.

All guests must be accompanied by a KPHA member or their immediate family (spouse, father, mother, son, daughter).

ADDITIONAL ITEMS TO NOTE

- All hunting and hiking reservations are made through the office (see Hunting/Hiking application for reservation details). You must have a reservation to hunt – **no exceptions!** You do not need reservations to hike unless you will require keys so that you may take a vehicle.
- All hunters and hikers must sign in and out on the gate logs. Only KPHA members may sign the gate log – guests may not sign the log but must be recorded by the member.
- Hunting with rifles is prohibited in areas below the safety poles, which are stationed 500 yards above the highest lot in all Kawela units. Shooting within the 500-yard safety zone is strictly prohibited. Violators will face penalties. Bow hunting is allowed up to 400 yards below the safety poles (100 yards above the highest lots in each unit).

*Key sharing (where reserving hunter will only be hunting the first half the day and reserving hunter will allow another hunter to share his key and hunt the second half of the day) between KPHA members who hunt is allowed, with restrictions: Before key sharing, the reserving member must notify the KPHA office of the date, unit number, time, and who they have given their key to via phone call or email and reserving member must submit written notice of the same upon key return. Failure to notify the office or key sharing may result in loss of hunting privileges. The reserving member will remain responsible for the key and the member who is sharing with reserving member will still be required to sign in and out of the designated unit.



KAWELA PLANTATION HOMEOWNERS' ASSOCIATION

Post Office Box 28, Kaunakakai, Hawaii 96748

Phone: (808) 553-4223 Fax: (808) 553-3996 Email: KPHA.admin@kawelapha.com

Website: kawelapha.com

KPHA Common Grounds Hunting, Hiking and Park Violations

Failure to comply with KPHA Common Grounds Hunting and Hiking Policies can result in forfeiture of right to use KPHA Common Grounds and fines may be incurred.

1. Complaint to be filed with office. Complaint needs description of violation, any accompanying photos or documentation and date/time of violation.
2. Complaint will be reviewed by the Board of Directors.
3. At next scheduled Board of Directors meeting, board will discuss violation and actions to be taken, which may include fines or privilege revocation (as documented by a Motion, majority vote to proceed).
4. President/Vice President contacts the violator with a phone call, followed by a letter notifying them of the following:
 - a. The violation and specifics (date/time, activity, etc.)
 - b. The Board has reviewed the complaint and decided that this violation has been deemed a legitimate violation of KPHA rules.
 - c. The Board requests a written response in regard to the violation in question within five (5) business days.
 - d. A decision will be made by the board on the penalty to be assigned once the violator has an opportunity to respond and the board has reviewed the response.
 - e. A copy of the current rules (see: The KPHA Common Area Access Rules for Hunting and Hiking) with the following items identified:
 - Specific items violated
 - Current penalty descriptions
5. Upon receipt of violator's response, the board will review and then vote on the following:
 - Penalty or No Penalty (with possible reprimand notice).
 - If a penalty is voted on, a decision will be made on the fine and/or revoking of privileges
 - Amount of fine
 - Duration of revoked privileges
6. The President/Vice President will contact the violator with a letter detailing the results.
7. For monetary fines, the office will follow established fine-levy policy.
8. The office will follow established policy for delinquency of payment.

I have read, understand and received a copy of the KPHA Common Grounds Hunting, Hiking and Park Violations.

Signature _____ Date _____

Print Name _____