

THE ORIGINAL OF THE DOCUMENT  
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STATE OF HAWAII

BUREAU OF CONVEYANCES

DOCUMENT NO. — Doc A-67461181

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**AFTER RECORDATION, RETURN BY MAIL (X) PICK UP ( )**

MILOLI'I BEACH CLUB ASSOCIATION II  
POST OFFICE BOX 511  
KEALAKEKUA, HI 96750

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**TOTAL NUMBER OF PAGES: 16**

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**TITLE OF DOCUMENT:**

**RULES AND REGULATIONS REGARDING COMMON PROPERTY  
AT THE MILOLI'I BEACH LOTS SUBDIVISION, A PLANNED COMMUNITY**

**AND**

**NOTIFICATION OF RULES, REGULATIONS, ORDINANCES, STATUTES,  
ADMINISTRATIVE RULES, WHICH MAY GOVERN OR AFFECT CONDUCT WITHIN  
THE MILOLI'I BEACH LOT SUBDIVISION WHICH IS ENFORCEABLE BY  
FEDERAL, STATE OR COUNTY AGENCIES**

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**PARTIES TO DOCUMENT:**

**MILOLI'I BEACH CLUB ASSOCIATION II  
P.O. BOX 511  
KEALAKEKUA, Hawaii 96750**

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**RULES AND REGULATIONS REGARDING COMMON PROPERTY  
AT THE MILOLI'I BEACH LOTS SUBDIVISION, A PLANNED COMMUNITY  
ADOPTED MARCH 4, 2018**

**STATEMENT OF PURPOSE AND IMPOSITION OF  
RULES AND REGULATIONS FOR COMMON PROPERTIES**

**THESE RULES AND REGULATIONS HAVE BEEN PROMULGATED BY THE ASSOCIATION MEMBERS THEMSELVES THROUGH COMMUNICATIONS TO THE BOARD. THEY PROVIDE SIMPLE COMMON SENSE GUIDELINES FOR LIVING IN THE SUBDIVISION. THEY ARE ESTABLISHED AS BROAD STROKES FOR GUIDANCE TO EFFECTIVELY MAINTAIN THE MILOLI'I BEACH LOT SUBDIVISION'S HARMONY, PEACE, TRANQUILITY AND ORDER AND TO ASSIST RESIDENTS IN MAINTAINING AND ENHANCING PROPERTY VALUES.**

WHEREAS, the **MILOLI'I BEACH CLUB ASSOCIATION II** "Association" desires to provide for the preservation of the values and amenities in the MILOLI'I BEACH LOTS SUBDIVISION (hereinafter referred to as "Community") and for any parks, playgrounds, open spaces and other common facilities together with such additions as may hereafter be made, each and all of which is and are for the benefit of said community and each owner thereof; and

WHEREAS, Section 5.1 of the Bylaws affirms that the property, business and affairs of the corporation shall be managed and controlled by the Board of Directors, which shall have and may exercise all the powers of the corporation, including, without limitation, all of the powers of the Miloli'i Beach Club Association, a dissolved Hawaii corporation, as set forth in the Declaration; and

WHEREAS, for the efficient preservation of the values and amenities in said Community, the Miloli'i Beach Club Association II (hereinafter referred to as "Association") by and through its Board of Directors is assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing Community Documents, and is responsible for establishing a method for the administration, maintenance, preservation, use, regulation and enjoyment of the Community;

Now, therefore, the Association, by and through its Board of Directors hereby declares that all of the Lots and Common Areas, shall be held, sold, and conveyed subject to these Rules and Regulations along with the other Community Documents, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Lots and Common Areas or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

The Common Areas, Lots, easements and other portions of the Property shall be used in accordance with the applicable County Regulations and the covenants,

conditions, restrictions and easements set forth in these Rules and Regulations and other Community Documents.

Each Owner and Occupant shall be responsible for being informed of and shall comply with the Association's Rules and Regulations and the requirements of all building and planning agencies, health and other governmental authorities having jurisdiction over the Property including but not limited to all current state and county, statutes, codes, rules and ordinances.

## GENERAL RULES

### COMMON PROPERTIES AND USE

The rights and easements set forth in this Section are in addition and without limitation to any other rights and easements created by or set forth in the County Regulations, these Rules and Regulations, or any other Community Document.

1. **Common Properties.** The common areas of the Association are owned and maintained by the Association, and access is shared with the other owners. In our specific Association, the common areas include all private roads, and an approximately 6-acre park parcel. No individual member or members, renters, vacation renters or guest shall make or cause to make any improvements, construction, fixed or removable, or plantings of any kind without prior written approval from the Board. Under no circumstances shall any individual member or members, renters, vacation renters or guest make or cause to make any improvements, construction, fixed or removable, or plantings of any kind near or at the common properties shoreline.

2. **For Access and Egress.** Pursuant to Article IV, Section 1 of the Declaration of Covenants and Restrictions each Owner shall have a non-exclusive right to enter upon and use the Roads within the Community for ingress and egress purposes.

3. **For Construction, Repair and Maintenance Purposes.** Additionally, Association shall also have a non-exclusive right to enter upon and use the Roads within the Community for the purpose of on-going construction, repair and maintenance purposes:

(a) on any Common Areas or other portion of the Property as well as

(b) on any adjoining and nearby property owned by Association, including without limitation any property designated for Future Development. Such right shall inure to the benefit of the Association and its successors and assigns of each such portion of the Property or such adjoining and nearby properties.

4. **Boats and Motor Vehicles.** Except as specifically permitted by the Association's Rules and Regulations:

(a) no boats, trailers, busses, motor homes, campers or other vehicles shall be parked or stored in or upon the Roads;

(b) no vehicle shall be repaired, serviced or rebuilt upon the Roads; and

(c) nothing shall be parked on the Roads except in such parking areas as may be designated by the Board.

These provisions shall not be deemed to prohibit temporary visitors from parking in or upon the roads or commercial and construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to or within the Property.

5. **Animals.** Hawaii County Code Article 1, Section 4-1(s) defines a "Vicious dog" as a dog which: (1) Places a person or other animal in imminent danger of bodily injury; or (2) Has bitten any person or animal. A dog shall not be deemed vicious where the vicious behavior in question is the result of the dog being tormented, assaulted, or otherwise abused by the victim of the vicious behavior.

No vicious dog of any kind may be kept, bred or maintained in or upon any portion of the Common Area, including Roadways.

In no event shall any domestic pet be allowed to run free away from its Owner's Lot without a leash, or be allowed to conduct itself so as to create an unreasonable annoyance (i.e., constant barking) or pose a hazard or danger to someone else's pet or, especially, to any person or child.

6. **Fires.** No open fires shall be permitted on the Roads or Common Areas nor shall any other similar activity or condition be permitted which would pose a danger to other residents and would tend to increase the insurance rates for the Association or for other Owners.

7. **Fireworks.** The discharge of fireworks is strictly prohibited at all times except "common fireworks" as defined in the Hawaii County Code Article 5, §14- 26 (2) for the following periods as stated in the Hawaii County Code Article 5, §14-29(b)(1):

- (A) From 9:00 p.m. on New Year's Eve to 1:00 a.m. on New Year's Day;
- (B) From 7:00 a.m. to 7:00 p.m. on Chinese New Year's Day; and
- (C) From 1:00 p.m. to 9:00 p.m. on Fourth of July.

Owner shall at all times comply with Article 5, §14-25, et. seq., as may be amended from time-to-time.

At no time shall any Owner or guest release or set off fireworks on the Common Properties and Roads.

8. **Homeowner's Insurance.** The Association strongly suggests that all owners maintain adequate property insurance.

9. **Personal Conduct.** Members, renters, vacation renters and guests must exhibit conduct on the Roads and Common Areas, which will ensure the well-being of the community. Any action or behavior resulting in unsafe conditions or practices, discourteous conduct or any action that impairs the rights and privileges of members, renters, vacation renters, guests or employees will not be tolerated.

10. **Traffic Regulations.** All members, their guests, renters and vacation renters are to obey the following traffic regulations:

a. **Speed Limit.** The speed limit on all private roads in the subdivision is 15 MPH.

b. **Emergency Vehicle Access.** Our Community complies with the International Fire Code (IFC) of 1991, which requires 20 feet of clearance on its streets for emergency vehicle access. It is imperative for member safety that vehicles, boats, etc. are not parked on the roadways to ensure emergency vehicles right of way.

11. **Violation of Law or Insurance.** No Owner or Occupant shall permit anything to be done or kept in or upon any Common Areas which will result in the cancellation, or increase in premium, or reduction in coverage of Commercial General Liability Insurance maintained by the Association or which would be in violation of any law.

## **EASEMENTS and ROADWAYS**

The rights and easements set forth in this Section are in addition and without limitation to any other rights and easements created by or set forth in the County Regulations, these Rules and Regulations, or any other Community Document.

12. **Owners Acceptance of Nuisances and Assumption of Risk and Indemnification.** Association discloses and each Owner acknowledges and accepts that Association intends to use the Roads from time-to-time to conduct and perform its construction, repairs and maintenance activities within the Community and on its adjoining and nearby properties until all of the Improvements have been completed, and that the Roads will be used for access purposes by other Owners in the Community. These activities may result in noise, dust, vibration and other nuisances and hazards, including temporary impairment of access to portions of the Property. Each Owner covenants that he, she or they assume all risks associated with each Owner's use of the Roads. Each Owner also agrees to indemnify and hold harmless Association, its Board, its successors and assigns, from and against any and all claims and demands for damages made by, through or under such Owner in connection with the right of entry granted by Association to such Owner.

13. **Roadway Easements and Use.**

a. **For Access and Egress.** Each Owner pursuant to Article IV, Section 1 of the Declaration of Covenants and Restrictions shall have a non-exclusive right to enter upon and use the Roads within the Community for ingress and egress purposes.

b. **For Construction, Repair and Maintenance Purposes.** Additionally, Association shall also have a non-exclusive right to enter upon and use the Roads within the Community for the purpose of on-going construction, repair and maintenance purposes:

(1) on any Common Areas or other portion of the Roadways

(2) on any adjoining and nearby property owned by Association, including without limitation any property designated for Future Development. Such right shall inure to the benefit of the Association and its successors and assigns of each such portion of the Property or such adjoining and nearby properties.

## MAINTENANCE

14. **Assessment of Certain Costs of Maintenance and Repair of the Common Areas.** In the event that the need for maintenance or repair of any portion of the Common Areas is caused through the willful or negligent act of any Owner or the tenants, family, guests or invitees of such Owner, the cost of such maintenance or repairs shall be a Special Assessment against the Owner and such Owner's Lot, secured by the Assessment Lien.

Each Owner is responsible for determining that any contractor/worker contracted by or in agreement with Owner shall have in full force and effect liability insurance, including but not limited to those contractors/workers using and/or transporting heavy equipment on Common Roads or Common Property, to ensure any damage caused by contractor/worker to Common Roads or Common Property shall be borne by contractor/worker.

## LIMITATIONS AND DISCLAIMERS

15. **Rights of Enforcement.** The Association shall have the right to enforce the provisions of the Rules and Regulations. The Association may, by contract or other agreement, enforce state laws and County ordinances, or permit the state or County to enforce such laws or ordinances, on the Property for the benefit of the Association or the Members.

a. **Joint and Several Liability.** An Owner who leases or otherwise grants or permits occupancy rights to such Owner's Lot to any Persons shall be responsible for assuring compliance by the tenant(s) with all of the provisions of these

Rules and Regulations and other Community Documents, and shall be jointly and severally responsible for any violations by the tenant(s).

b. **Vacation Rental Homes.** Each Owner of a vacation rental home is responsible for being informed and shall comply with all current state and county permits, statutes, codes, rules and ordinances governing same, including Transient Accommodation Act 204. Additionally, an Owner who rents or otherwise grants or permits occupancy rights to such Owner's vacation rental home shall be responsible for assuring compliance by the renter(s) with all the provisions of these Rules and Regulations and other Community Documents, and shall be jointly and severally responsible for any violations by the renter(s). An Owner of a vacation rental is responsible for posting and/or providing a copy of the Association's Rules and Regulations to renters. All Owners who rent or otherwise grant or permit occupancy rights to such Owner's vacation rental home shall have a local designated contact person in case of emergency.

16. **Limitation on Association's Liability.** Each Owner, by accepting title to any Lot within the subdivision and becoming an Owner, for themselves and any Person claiming through such Owner, and others who may acquire an interest in any portion of the Property, acknowledges and agrees that neither Association (including without limitation any successor or assignee of the interest of Association hereunder), nor any officer, manager, member, director, partner of Association (or any officer, manager, member, director, partner of any such successor or assignee), shall have any personal liability to any Owner, Member or other Person, arising under, in connection with, or resulting from (including without limitation resulting from action, inaction or failure to act with respect to) these Rules and Regulations.

17. **Association's Right to Litigate.** Notwithstanding the provisions of this Section, Association in its capacity as such may, to the fullest extent permitted by Chapter 421J, Hawaii Revised Statutes as amended, proceed by litigation without any Mediation or Arbitration, in connection with:

a. any imposition and collection of assessments by the Association under the terms of these Rules and Regulations;

b. any violation or threatened violation of any of the foregoing Rules and Regulations, the Association shall have a remedy against the offending party by action for damages, suit for injunction, mandatory restraining, or any other remedy without prejudice to the right of the Association to adopt or pursue the same or other remedy thereafter for the same breach or failure or for any subsequent breach or failure; or

c. counterclaims brought by Association in proceedings instituted against it.

18. **Applicable Law: Interpretation: and Conflicts Among the Rules and Regulations.** These Rules and Regulations shall be governed by and construed and interpreted to the fullest extent possible to comply and not conflict with County law and the law of the State of Hawaii, including Chapter 421 J, Hawaii Revised Statutes as

amended from time-to-time. The Association, by its Board, shall have the right to construe and interpret the provisions of the Rules and Regulations and the other Community Documents. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Association's construction or interpretation of the provisions thereof shall be final, conclusive and binding as to all persons and property benefited or bound by the provisions thereof. If there is a conflict among any of the provisions contained in the Rules and Regulations or various Community Documents, the provisions of the Documents shall control in the following order:

The Declaration, the Articles, the Bylaws and then the Association Rules and Regulations.

19. **Effective Date.** These Rules and Regulations and any such amendments shall be effective on the date adopted by the Board of Directors unless a later effective date is approved. These Rules and Regulations may be amended or repealed in whole or in part by a majority vote of the Board of Directors.



**NOTIFICATION OF RULES, REGULATIONS, ORDINANCES, STATUTES,  
ADMINISTRATIVE RULES, WHICH MAY GOVERN OR AFFECT CONDUCT WITHIN  
THE MILOLI'I BEACH LOT SUBDIVISION WHICH IS ENFORCEABLE BY  
FEDERAL, STATE OR COUNTY AGENCIES**

The following are rules, regulations, ordinances and statutes which affect the Lots within the Miloli'i Beach Lots Subdivision.

1. **Abandoned/Derelict Vehicles - Owner(s) Responsibility.** COUNTY CODE County of Hawai'i Section 24-199. Abandoned vehicles, trailers and equipment on wheels prohibited; disposition.

a. No person shall abandon any vehicle, trailer or equipment on wheels, whether operational or nonoperational, on the public highway.

b. For the purposes of this section, any vehicle, trailer or equipment on wheels, whether operational or nonoperational, left unattended on any public or private street or thoroughfare which is subject to this chapter for more than twenty-four hours shall be deemed abandoned and may immediately be taken into custody by the police department. All such vehicles are declared to be public nuisances.

c. Such vehicles, trailers or equipment on wheels shall be disposed of as required by chapter 290, Hawaii Revised Statutes, as amended.

d. Where the registered owner of the abandoned vehicle, trailer or equipment on wheels can be located, the registered owner of such vehicle, trailer or equipment on wheels shall be subject to all reasonable expenses incurred by such removal.

2. **Diseases, Insects, Rodents and Other Pests.** Pursuant to Hawaii Administrative Rules Title 11, Department of Health, Chapter 26 - Vector Control: No Owner and Occupant shall permit anything or condition to exist upon any Lot, which shall induce, breed or harbor infectious plant diseases or noxious insects, rodents or other pests. Each Owner is encouraged to and shall be responsible for regular treatment of their respective Lot(s) to ensure against any such infestations.

3. **Bathrooms. All bathroom and toilet conveniences.** All bathroom and toilet conveniences shall be within the walls of the house, or building connected as **permitted by law** and constructed to the standards prescribed by the **Department of Health**. During special events or construction, the use of temporary bathroom and toilet facilities is permitted.

4. **Guns and Projectiles.** The discharge of firearms, including blanks, and other projectiles within the Property is prohibited except by police officers and security personnel while acting in their official capacities. The term "Firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size. The term "projectiles" includes, but is not limited to, sling shots and bows and arrows, regardless

of size. Each Owner is responsible for being informed of and shall comply with **Hawaii County Code Article 2, §14-7, et seq.**

5. **Continuity of Construction.** All improvements commenced on any Lot shall be worked on diligently to completion pursuant to the applicable County regulations.

6. **Dwelling Permit.** Any permanent building, structure or improvement erected, placed or maintained on any Lot shall have a building permit as required by the Building Department of the County of Hawaii. Owner shall present a copy of any and all permits to Association prior to work commencing. Owner shall be responsible for being informed of and shall comply with all current state and county statutes, codes, rules and ordinances regarding the construction and occupancy of the dwelling.

7. **Hazardous Materials.** Every Owner, Occupant and Person within the Property shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). The Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner, Occupant or Person within the Property shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about any Lot, any Common Area or any other portion of the Property, or transport to or from any portion of the Property any Hazardous Materials except in compliance with the Environmental Laws.

8. **Pools and Hot Tubs.** Proper fencing, safety and privacy screens as required by law, shall at all times be in good repair around any pool or hot tub as regulated by Building code:

a. As of the date of recordation of these Rules and Regulations, **The Hawaii County Building Code, Chapter 5, §6309 Fences and Other Protective Devices** states:

(1) Every person in possession of land, either as owner, lessee, tenant or licensee, upon which is situated a swimming, dipping or wading pool which contains 18 inches or more in depth at any point shall erect and maintain thereon a fence, wall or other enclosure completely surrounding such pool or the property on which the pool is situated, sufficient to make the pool inaccessible to small children; provided that a dwelling or other building, which may serve as a barrier, may be used as a part of such enclosure. Such fence, wall or other enclosure, including gates, shall be at least 4-1/2 feet high (4 feet for residential swimming pools) and with openings that [do] does not allow passage of a 4-inch diameter sphere.

(2) All gates or doors must be self-closing and equipped with a self-latching device capable of keeping such gate or door securely closed, with latches placed at least 4 feet above ground or otherwise made inaccessible from the outside

to small children; provided that the door of any dwelling forming any part of the enclosures hereinabove required need not be so equipped.

9. **Single-Family Use Mandated.** Each Lot in the Community is classified by the County of Hawaii as AG5. Lots not five (5) acres in size are still classified AG5 and are non-conforming lots. Therefore, each Lot in the Community, regardless of applicable zoning and land use classification, other than a Road or Park Lot, shall conform to **Hawaii County Code** and be used only for the construction and occupancy as permitted by the **Hawaii County Code**. The Lots, other than a Road or Park Lot, shall be used, improved, and devoted to those uses allowed and as prescribed by applicable State of Hawaii and/or County laws and regulations. Pursuant to the Hawaii County Code a guest suite or like facility without a kitchen shall be deemed to be included as a part of a single residence. For AG5 zoning, Chapter 25-5-77 allows for a farm dwelling if the dwelling is located on or used in connection with a farm, or if the agricultural activity provides income to the family occupying the dwelling. Any Owner wishing to place a guest suite or farm dwelling on the Property must qualify for, adhere to and comply with all county and or state building requirements and laws.

(The remainder of this page intentionally left blank - signatures follow on next page)

The Board of the Miloli'i Beach Club Association II, duly executed these Rules and Regulations as to the Common Properties and Notification as of the date first referenced below.

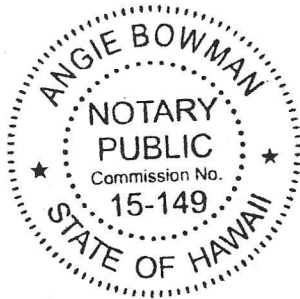
MILOLI'I BEACH CLUB ASSOCIATION II, a Hawaii non-profit corporation

Leon Wolski  
LEON WOLSKI - PRESIDENT  
MILOLI'I BEACH CLUB ASSOCIATION II

3/4/18  
DATE

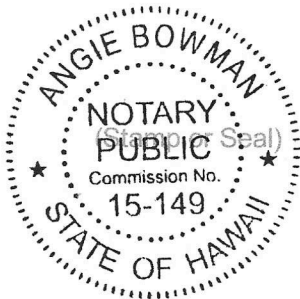
STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII)

On this 4<sup>th</sup> day of March, 2018, before me personally appeared **LEON WOLSKE**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Angie Bowman  
Name: Angie Bowman  
Notary Public  
State of Hawaii

My commission expires: 4-19-19



Doc. Date: 3-4-18 # Pages: sixteen (16) Third Circuit

Doc. Description: Rules and Regulations

Printed Name: Angie Bowman

Angie Bowman  
Notary Signature

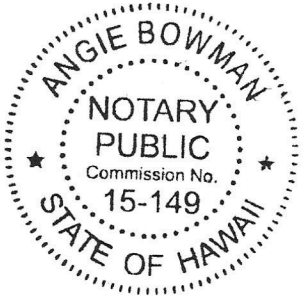
**NOTARY CERTIFICATION**

Daniel Harris  
DANIEL HARRIS – VICE-PRESIDENT  
MILOLI'I BEACH CLUB ASSOCIATION II

3/4/2018  
DATE

STATE OF HAWAII            )  
                                          ) ss.  
COUNTY OF HAWAII)

On this 4<sup>th</sup> day of March, 2018, before me personally appeared **DANIEL HARRIS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Angie Bowman  
Name: ANGIE BOWMAN  
Notary Public  
State of Hawaii  
My commission expires: 4-19-19

Doc. Date: 3-4-18 # Pages: sixteen (16) Third Circuit

Doc. Description: Rules and Regulations

Printed Name: ANGIE BOWMAN

Angie Bowman  
Notary Signature



**NOTARY CERTIFICATION**

TERRI RICHARDS  
TERRI RICHARDS – TREASURER  
MILOLI'I BEACH CLUB ASSOCIATION II

3/4/18  
DATE

STATE OF HAWAII )  
 ) ss.  
COUNTY OF HAWAII)

On this 4<sup>th</sup> day of March, 2018, before me personally appeared **TERRI RICHARDS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Angie Bowman  
Name: ANGIE BOWMAN  
Notary Public  
State of Hawaii

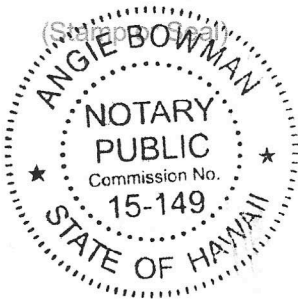
My commission expires: 4-19-19

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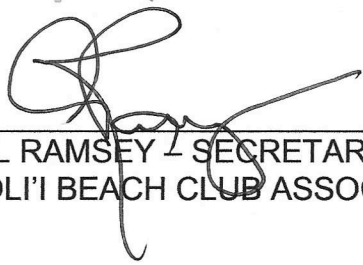
Doc. Description: Rules and Regulations

Printed Name: ANGIE BOWMAN

Angie Bowman  
Notary Signature



**NOTARY CERTIFICATION**



CARL RAMSEY - SECRETARY  
MILOLI'I BEACH CLUB ASSOCIATION II

3/4/2018  
DATE

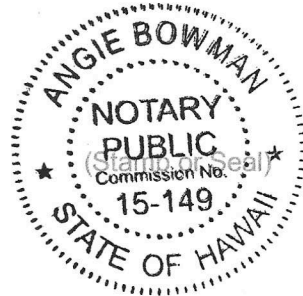
STATE OF HAWAII            )  
                                          ) ss.  
COUNTY OF HAWAII)

On this 4<sup>th</sup> day of March, 2018, before me personally appeared **CARL RAMSEY**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Angie Bowman  
Name: ANGIE BOWMAN  
Notary Public  
State of Hawaii

My commission expires: 4-19-19



Doc. Date: 3-4-18 # Pages: sixteen (16) Third Circuit

Doc. Description: Rules and Regulations

Printed Name: ANGIE BOWMAN

Angie Bowman  
Notary Signature

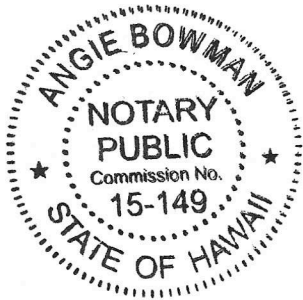
NOTARY CERTIFICATION

UWE Gunnerson  
UWE GUNNERSEN – DIRECTOR  
MILOLI'I BEACH CLUB ASSOCIATION II

4.28.18  
DATE

STATE OF HAWAII            )  
                                          ) ss.  
COUNTY OF HAWAII)

On this 28<sup>th</sup> day of April, 2018, before me personally appeared UWE GUNNERSEN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Angie Bowman  
Name: ANGIE BOWMAN  
Notary Public  
State of Hawaii

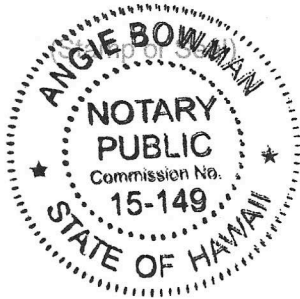
My commission expires: 4-19-19

Doc. Date: 3-4-18 # Pages: sixteen (16) Third Circuit

Doc. Description: Rules and Regulations

Printed Name: ANGIE BOWMAN

Angie Bowman  
Notary Signature



NOTARY CERTIFICATION