

Kehalani Community Association Boat Policy

By signing below I acknowledge that I am a homeowner / occupant within the Kehalani Community Association and a boat owner. I confirm that I will comply with the following boat rules and that the boat I am proposing to store on my property at Kehalani belongs to me and that I am not storing it for anyone who does not live at my property.

I also confirm that I understand and agree that failing to follow those rules will result in the immediate loss of my right to keep my boat on my property in Kehalani. I acknowledge that as a boat owner and a homeowner in the Kehalani Community, the board is granting me a significant privilege, and I agree to maintain my boat on my property in Kehalani in a way that does not create an adverse impact for other residents of the Kehalani Community. In addition, I agree to comply with the following specific boat rules:

1. My boat must be registered yearly. A copy of the boat registration, in my name, must be made available to the Association upon request.
2. If the boat is stored on a trailer, I understand that the trailer must be safety checked and registered yearly. A copy of the trailer registration and safety check, in my name, shall be made available to the Association upon request.
3. The boat must be stored behind a fence / screen approved by the Association. Exposed portions of the boat must be covered with a boat cover approved by the Association.
4. The boat cover must be commercial grade / professional canvas or other material and:
 - a. Be cut to fit snugly around the boat and be secured tightly to prevent unnecessary flapping and noise.
 - b. Be silver, gray or beige in color.
5. I may maintain the boat on my property, provided:
 - a. The boat shall not be uncovered for more than three (3) complete days at any one time without the express permission of the Association.
 - b. My boat's engine(s) may be flushed at my property; provided that if neighbors complain of the noise, I agree that I will flush the engine at the harbor or away from my property at Kehalani.
6. I understand and agree that the Association may require the removal of my boat if I fail to comply with the boat rules outlined in this document and any other rules of the Association. Any legal fees incurred in enforcing the terms of these rules shall be charged to me, or if I am not a member of the Association, to the Association member who owns the property I occupy.

By signing this agreement, I certify that I have read and understood the rules and regulations of The Kehalani Community Association. I also understand that if my boat is not currently in compliance with these rules, I will be given 30 days, from the date of this agreement, to bring my boat into compliance with these rules. If I am not in compliance within 30 days, I agree that my boat will need to be removed immediately.

Subject to the rules of The Kehalani Community Association, I understand that the terms and conditions of this agreement contain the entire understanding between homeowner and The Kehalani Community Association and its Board of Directors and that no other representation verbal or written has been made which is not specifically stated in this agreement.

Signature

Date

Signature

Date