HOʻOPILI

COMMUNITY GARDEN RULES

FINAL FORM – PENDING HCA ADOPTION

HO‘OPILI COMMUNITY GARDEN RULES

A. History and Purpose of These Rules

The HCA entered into the License Agreement with HUAA to oversee and administer Garden Plots and Community Gardens on the Lands owned by or within the control of HCA, as contemplated by the HCA Declaration (Article 13). Such Garden Plots are located within the Common Area of the Ho‘opili Community under the HCA Declaration, to be overseen and administered in accordance with these Ho‘opili Community Garden Rules (“**Rules**") adopted by the HCA Board to foster gardening within the Ho‘opili Community.

These Rules shall apply to the Community Gardens located on the Lands, as depicted on **Exhibit B**.

The purpose of these Rules are to ensure that Gardeners understand the expectation, requirements, restrictions, and conditions of participating in the community gardening program in the Community Gardens and to protect Gardeners, and individuals in the Ho‘opili Community from annoyance and nuisance caused by improper use of the Garden Plots and Garden Common Areas within the Community Gardens, and also to protect the reputation and desirability of the Ho‘opili Community and Community Gardens and to provide for the maximum enjoyment of the Community Gardens. These Rules shall provide the application process for obtaining a Garden Plot, as well as rules governing access to and use of the Garden Plots, Community Gardens, and shared facilities.

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These Rules supplement, but do not change, any obligations of the Gardeners under the HCA Declaration and Urban Ag Declaration (which Declarant reserves the right to record in the Recording Office, as appropriate, at a future time). In the event of any inconsistency between these Rules and the HCA Declaration and Urban Ag Declaration, the HCA Declaration and Urban Ag Declaration, in that order, will prevail. The HCA Board has the authority to enforce compliance with these Rules and to make such other rules or to amend these Rules from time to time as the HCA Board deems advisable for the safety, care and cleanliness of the Community Gardens and for securing the comfort and convenience of all the Gardeners and individuals in the Ho‘opili Community. All Gardeners accessing the Community Gardens shall be bound by these Rules and by standards of reasonable conduct whether covered by these Rules or not; provided, however, that neither the HCA Board nor HUAA shall be responsible for any noncompliance with or violation of these Rules by any individual accessing the Community Gardens. These Rules are adopted by the HCA Board as rules of HCA pursuant to the HCA Declaration and constitute supplemental rules to the Ho‘opili Master Association Amended and Restated Community Rules, as amended (“**Community Rules**”), applicable to the Community Gardens and the Māla Room; in the event of any conflict between these Rules and the Community Rules with respect to the Community Gardens or HUAA’s use of the Māla Room, these Rules shall control.

The full or partial authority and responsibility for enforcing these Rules may be delegated by the HCA Board to an agent. The HCA Board has engaged HUAA pursuant to the License Agreement to promote, develop, manage, govern, foster, and control Agricultural Activity within and on the Community Gardens, administer the Application and Permit process established by HUAA for applicants to become Gardeners of Garden Plots, and enforce these Rules.

B. Definitions

Defined terms appear throughout these Rules with the initial letter of each such term capitalized. Unless the context clearly requires otherwise, the following terms used in these Rules are defined as follows:

1. "**Agricultural Activity**" means the growing of crops, including crops for bioenergy, flowers, vegetables, foliage, fruits and forage, apiculture, vermiculture, and approved composting activities.

2. "**Annual Garden Meeting(s)**" shall mean the annual meeting among the Primary Gardeners of the Community Gardens held annually on a date established under the GCC and Membership Meeting Procedures, beginning with the first calendar year following establishment of the GCC, organized by the GCC, if and when established by HUAA, for the election of the Officers of the GCC. Until the GCC is established, HUAA (or the Managing Agent) shall perform any functions assigned to the GCC in connection with the Annual Garden Meeting.

3. "**Annual Membership Fee(s)**" means the annual fee charged to a Gardener for the right to use a Garden Plot in the amount specified in the Application or the most recent Fee Schedule adopted by the HCA Board, which shall control.

4. "**Application(s)**" shall mean the Hoʻopili Community Garden Permit Application (together with the Hoʻopili Community Garden Agreement attached thereto and submitted therewith) submitted by an Eligible Resident requesting a Permit granting the right to use a Garden Plot.

5. "**Application Fee(s)**" means the non-refundable fee required to be submitted with the Application when the Application is submitted, whether on the initial Reservation Day or thereafter, in the amount specified in the Application or the most recent Fee Schedule adopted by the HCA Board, which shall control.

6. "**Backup Gardener**" means an individual who a Gardener may designate for a period not exceeding ninety (90) days using the Flex Request Form due to travel, illness, family emergency, or other obligations, as further described in **Section D.5**.

7. "**Bureau**" means and refers to the Bureau of Conveyances of the State of Hawaii.

8. "**Co-Gardeners**" means a Gardener who is not a primary holder of a Permit and whose name is identified as a Co-Gardener in the Application.

9. "**Community Center Building**" means the building at The Urb commonly known as The Urb Community Center Building, shown on **Exhibit B**.

10. "**Community Garden**" shall individually refer to the gated garden area within and on the Lands, which requires HCA FOB access for Gardeners to access Garden Plots in The Urb, together with the adjacent T-shaped driveway/turnaround area and HCA trash enclosure (collectively, the "**Turnaround Area**"), and such other community garden areas established in Hoʻopili, when and if created. No portion of the Māla Room, including the patio areas adjacent to or around the Māla Room, is included in the Community Gardens. HUAA's rights to the Turnaround Area are non-exclusive and shared with HCA and any other persons HCA permits to

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use it, and HCA is responsible for trash management in the Turnaround Area. "**Community Gardens**" shall collectively refer to all such community garden areas and related areas.

11. "**Community Rules**" means the Hoʻopili Master Association Amended and Restated Community Rules, as amended.

12. "**Declarant**" means D.R. HORTON HAWAII LLC, a Delaware limited liability company, the mailing address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, and its successors and assigns.

13. "**Deposit(s)**" means a refundable deposit payable after HUAA verifies the applicant's Eligible Resident status following HUAA's offer or reservation of a Garden Plot, by the date specified by HUAA, as a condition to the Permit becoming effective, in the amount specified in the Application or the most recent Fee Schedule adopted by the HCA Board, which shall control.

14. "**Eligible Resident(s)**" means a resident that satisfies the following requirements: (i) be an owner of a dwelling in the Hoʻopili community; (ii) live in such dwelling as the resident's principal residence, and such dwelling is not rented or leased to anyone else (renters are not eligible); (iii) be in good standing with HCA, with no outstanding fees, fines, assessments, or other amounts owed to HCA; and (iv) be in good standing with the association of unit owners (AOUO) or other community association governing such resident's dwelling (if any), with no outstanding fees, fines, assessments, or other amounts owed to such association, as certified by the resident in the Application. HUAA may rely on such certification and shall have no duty to verify the resident's standing with the AOUO or other community association.

15. "**Fee Schedule**" means a schedule of fees that may be adopted by the HCA Board from time to time, which may include the Annual Membership Fees, Deposit, Application Fee, and any other fees or charges relating to use of Garden Plots and Community Gardens.

16. "**Garden Caretaker Committee**" **or** "**GCC**" shall mean a committee that HUAA shall establish, if and when HUAA determines, in its sole discretion, that establishment of the GCC is appropriate, by written notice to Gardeners, to assist in advising, managing and operating Garden Plots, Garden Common Areas, and Community Gardens. Until the GCC is established, HUAA (or the Managing Agent) shall perform the functions assigned to the GCC under these Rules. The GCC shall consist of the members described in **Section H** of these Rules.

17. "**Garden Common Areas**" shall mean those portions of the Community Gardens, other than the Garden Plots, for shared use by Gardeners, including without limitation, storage sheds, mulch areas, seating areas with umbrellas, pathways, bulletin boards, gates, landscaping, and any other shared areas.

18. "**Garden Maps**" shall refer to **Exhibit B**.

19. "**Garden Plot(s)**" means a portion within the Community Gardens designated for non-commercial, recreational gardening activities intended to be assigned under a Permit to an Eligible Resident of the Hoʻopili Community, assigned as a Kids Plot, and used for gardening demonstrations as a Demo Plot. There are various types of Garden Plots, as designated on the Garden Maps, including the following, as well as any additional Garden Plots that may be later created and designated by the HCA Board from time to time:

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(a) "**ADA Garden Plot(s)"** means an approximate 4-foot by 8-foot Garden Plot designed for use by individuals with disabilities and as designated on the Garden Maps with an "A" identifier, along with a four-digit number to identify an individual Garden Plot (e.g., URB1A0001). Each ADA Garden Plot features raised garden beds and concrete borders around the ADA Garden Plot for improved accessibility and ease of use.

(b) "**Demo Plot**" means a Garden Plot designated on the Garden Maps with a "D" identifier, along with a four-digit number to identify an individual Garden Plot (e.g., URB1 D0001). The Demo Plot is intended to be used to provide gardening demonstrations, instructions, and other educational activities for Gardeners, including teaching gardening techniques, showcasing planting methods, and demonstrating gardening best practices, as determined by the HCA Board.

(c) "**Kids Plot(s)**" means any Garden Plot designated on the Garden Maps with a "K" identifier, along with a four-digit number to identify an individual Garden Plot (e.g., URB1 K0001). The Kids Plots are designated by the HCA Board for children's use in coordination with schools, educational institutions, clubs, agencies and departments, urban agricultural programs, or any other agencies, departments, programs, and organizations the HCA Board elects to collaborate with to allow children to use the Kids Plots. The intent of Kids Plots is to enable such groups to work with and provide educational gardening opportunities for children.

(d) "**Large Garden Plot(s)**" means an approximate 12-foot by 8-foot Garden Plot and as designated on the Garden Maps with an "L" identifier, along with a four-digit number to identify an individual Garden Plot (e.g., URB1 L0001).

(e) "**Small Garden Plot(s)**" means an approximate 6-foot by 8-foot Garden Plot and as designated on the Garden Maps with an "S" identifier, along with a four-digit number to identify an individual Garden Plot (e.g., URB1 S0001).

Additional Garden Plots may be created in The Urb and other garden areas developed within the Hoʻopili Community. These Rules may be supplemented to include these areas and Garden Plots.

20. "**Gardener(s)**" is an Eligible Resident who has completed an Application and been granted a Permit to a Garden Plot. Gardeners access the Garden Plots using a key FOB issued by HCA ("**HCA FOB**"). A Gardener who does not already have an HCA FOB must complete HCA's Key **FOB** Pick-Up Authorization Form to obtain one. Gardeners include individuals and children permitted by the HCA Board to use Kids Plots. Gardeners refer to Primary Gardeners and Co-Gardeners.

21. "**Guest(s)**" refers to a person (such as, but not limited to, a family member or friend of a Gardener) who is not a Gardener and visits the Community Gardens for a period of time at the invitation of a Gardener.

22. "**HCA**" refers to Hoʻopili Community Association, a Hawaii nonprofit corporation.

23. "**HCA Board**" means the board of directors of HCA.

24. "**HCA Declaration**" means that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Hoʻopili, recorded January 3, 2017 in the Office of the Assistant Registrar of the Land Court as Document No. T-9864231, as amended by that certain

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Supplemental Declaration of Annexation (Hoʻopili), recorded October 11, 2017 in the Land Court as Document No. T-10145148 and in the Bureau as Document No. A-64930547, as the same may be further amended, restated, supplemented, and/or otherwise modified.

25. "**Hoʻopili Community**" means the planned development created by and subject to the HCA Declaration.

26. "**HUAA**" refers to Hoʻopili Urban Agriculture Association, a Hawaii nonprofit corporation.

27. "**Land Court**" means and refers to the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

28. "**Lands**" refer to the lands more particularly described in **Exhibit A**.

29. "**License Agreement**" means that certain Hoʻopili Community Gardens License Agreement between HCA and HUAA, as amended from time to time.

30. "**Māla Room**" means the enclosed multi-purpose space within the Community Center Building.

31. "**Māla Room Rental Area**" means the Māla Room together with the adjoining uncovered patio and the barbecue area included with the rental of the Māla Room, as depicted on **Exhibit B**, which the HCA Board has designated as a Multifunction Facility under the Community Rules.

32. "**Managing Agent**" means A-G Management, Ltd., a Hawaii corporation, or such other managing agent as HUAA may engage to perform HUAA's administrative duties for the Community Gardens.

33. "**Mauka Garden**" means and refers to a planned, but as yet undeveloped community garden area with community garden plots and related use facilities to be located mauka of Farrington Highway.

34. "**Multi-Family Unit(s)**" means a dwelling unit located within a condominium building containing four (4) or more attached dwelling units.

35. "**Non-Multi-Family Unit(s)**" refers to the following types of dwelling units: (i) a detached dwelling unit; and (ii) an attached dwelling unit forming part of a building containing three (3) or fewer attached dwelling units.

36. "**Permit(s)**," "**Plot Permit(s)**," **or "Garden Plot Permit(s)"** is a revocable license granting permission to an Eligible Resident to use the assigned Garden Plot as a Gardener, subject to these Rules, and all applicable county, state, and federal laws, ordinances, and regulations.

37. "**Preapproved Modification Plan**" means a preapproved plan established and approved by HUAA to modify a Small Garden Plot or Large Garden Plot that may be made to accommodate an Eligible Resident's disability-related needs, which will identify preselected materials required to be used in making such modifications. An Eligible Resident shall be solely responsible for the cost associated with making reasonable modifications to a Small Garden Plot

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or Large Garden Plot in accordance with a Preapproved Modification Plan and for the deposit of funds necessary to restore the modified areas to their original condition, as specified in the Preapproved Modification Plan, upon termination of an Eligible Resident's Permit for a Garden Plot.

38. "**Primary Gardener(s)**" means a Gardener who is the primary holder of a Permit and whose name is identified as the Primary Gardener in the Application.

39. "**Recording Office**" means the Land Court and/or Bureau, as appropriate.

40. "**Reserved Rooms**" means the office, storage room, janitor's closet, and electrical room within the Community Center Building, which are reserved to HCA, as described in the License Agreement.

41. "**Restrooms**" means the restrooms within the Community Center Building.

42. "**The Urb**" means that certain Common Area (as defined in the HCA Declaration) described as Item 1 in **Exhibit A**, known as The Urban Garden Community Center, consisting of a Community Center Building, a park area with barbecue facilities and adjacent bouncy house area, and a Community Garden with Garden Plots and related use facilities, as depicted on the map attached as **Exhibit B**. The Urb is part of the broader Common Area of the Hoʻopili Community (as defined in the HCA Declaration).

43. "**Urban Ag Declaration**" means that certain Hoʻopili Supplemental Declaration of Restrictive Covenants (Urban Agriculture), constituting the "Hoʻopili Urban Agriculture Declaration" or "Urban Farm Declaration" referred to in the HCA Declaration, which Declarant reserves the right to record in the Recording Office, as appropriate, at a future time. These Rules will be subject to the Urban Ag Declaration.

44. "**Water Fee**" means a fee charged for water usage provided by the Board of Water Supply System, payable in two semi-annual installments, in the amount specified in the Application or the most recent Fee Schedule adopted by the HCA Board, which shall control.

C. Application, Term, and Renewal; Obligations; HCA Reserved Rights

1. Garden Plots are located within the Hoʻopili Community. Each Garden Plot may have a Primary Gardener and up to two (2) Co-Gardeners assigned to a single Garden Plot for joint gardening at any point in time.

2. HUAA may publish the availability of Garden Plots on a webpage (currently www.huaahawaii.org) for Eligible Residents to apply for Permits. The webpage may provide the following documents: (i) a notice announcing the Community Garden; (ii) the First Come, First Served instructions; (iii) the Application form; and (iv) these Rules, each of which may be available for download.

3. Each applicant must be an Eligible Resident eighteen (18) years or older. Any Eligible Resident wishing to be assigned a Garden Plot and have a Permit issued to them for use of a Garden Plot shall complete and submit an Application and pay the non-refundable Application Fee when the Application is submitted, whether on the initial Reservation Day or thereafter. The Application form is attached as **Exhibit C.** HUAA may only consider fully completed and signed Applications accompanied by an Application Fee. All Applications (together with the Application

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Fee) shall be submitted to HUAA in a manner provided by HUAA. An applicant placed on a waitlist shall pay only the Application Fee until HUAA offers a Garden Plot to the applicant. On the initial Reservation Day, or when HUAA offers a Garden Plot to an applicant from a waitlist, HUAA may offer or reserve a Garden Plot for the applicant, subject to HUAA's verification of the applicant's Eligible Resident status. If HUAA cannot verify the applicant's Eligible Resident status, the reservation will be cancelled and HUAA may offer the Garden Plot to the next applicant. HUAA shall administer the Application and Permit process and collect the Application Fee, Deposit, Annual Membership Fee, and Water Fee pursuant to the License Agreement. Gardeners shall pay an Annual Membership Fee and Water Fee in semi-annual installments in accordance with the Application; provided, however, that the most current Fee Schedule adopted by the HCA Board shall control and supersede any inconsistent fee amounts stated in the Application and previously adopted Fee Schedules. The Application Fee, Annual Membership Fee and Water Fee are non-refundable once paid. Once the Application Fee is received, HUAA will verify the Application and confirm the applicant's Eligible Resident status. For Eligible Residents applying for an ADA Garden Plot, if an Eligible Resident's disability or disability-related need for an ADA Garden Plot is not readily apparent or already known to HUAA, HUAA may ask the Eligible Resident to provide additional confirmation (e.g., disability parking placard). After HUAA confirms the applicant's Eligible Resident status, the Deposit and first installment of the Annual Membership Fee and Water Fee (50% of the applicable annual fees, prorated if applicable) are due before the Permit is issued, by such date as HUAA specifies (for the initial round, November 30, 2026). Installments thereafter are due January 1 and July 1. For any Permit issued after January 2027, the Annual Membership Fee and Water Fee shall be prorated in monthly increments for the remaining Term, including the full month in which the Permit becomes effective. Once the Deposit and first installment are received and the Application is confirmed, HUAA will provide the Eligible Resident with a copy of the Application with the assigned Garden Plot number identified under the "Permit" section. Such copy of the Application shall become a Permit authorizing the Gardener to use the assigned Garden Plot only after the Deposit and first installment have been paid and upon pickup or delivery of the Permit by HUAA. Applicants and Gardeners shall pay all fees as required by the Application and these Rules, including the Application Fee when the Application is submitted and, after HUAA verifies the applicant's Eligible Resident status, the Deposit and first installment of the Annual Membership Fee and Water Fee by the date specified by HUAA, by check and/or money order, or by other payment methods as approved by the HCA Board. NO CASH is accepted. All fees include Hawaii general excise tax, except the Deposit.

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HUAA will continue to accept Applications after the initial Reservation Day. Applications received after the initial Reservation Day shall be accompanied by the Application Fee and added to the end of the applicable waitlist, and the applicable waitlist shall be filled only after all applicants placed on that waitlist on the initial Reservation Day have been considered. Any separate waitlists based on Multi-Family Unit and Non-Multi-Family Unit status shall apply only to waitlists established on the initial Reservation Day; Applications received after the initial Reservation Day shall be assigned without regard to the Permit Allocation Ratio. An applicant placed on a waitlist shall pay only the Application Fee until HUAA offers a Garden Plot to the applicant. When HUAA offers a Garden Plot to an applicant from a waitlist, HUAA may reserve the Garden Plot for the applicant subject to HUAA's verification of the applicant's Eligible Resident status. If HUAA cannot verify the applicant's Eligible Resident status, the reservation will be cancelled and HUAA may offer the Garden Plot to the next applicant. After HUAA verifies the applicant's Eligible Resident status, the Deposit and first installment of the Annual Membership Fee and Water Fee must be paid by the date specified by HUAA. Failure to pay those amounts by the date specified by HUAA permits HUAA to cancel the reservation and offer the Garden Plot to the next applicant. Such Applications shall be handled in the ordinary course, and Permits issued pursuant to such

Applications shall become effective only after payment of the Deposit and first installment of the Annual Membership Fee and Water Fee and upon pickup or delivery of the Permit by HUAA. HUAA does not guarantee any processing time.

All payments shall be addressed to the following address:

PO Box 700489, Kapolei, HI 96709.

All payments shall be made payable to:

Hoʻopili Urban Agriculture Association or **HUAA**.

4. After a Permit is issued, the Deposit, less any deductions permitted under these Rules, will be refunded to the Primary Gardener approximately thirty (30) days after the termination of the Permit, to allow HUAA time to inspect the Garden Plot. The refund period stated in this Section is an estimate for administrative convenience only, and any delay in a refund shall not constitute a default by HUAA or HCA.

5. A Permit is valid for the calendar year (the "**Term**") and shall automatically renew on an annual basis so long as the Permit holder is in compliance with these Rules and all laws, rules, ordinances, and regulations of the federal, state, and county governments applicable to the Community Gardens. All Terms end on the last day of the calendar year and renew at the beginning of the upcoming calendar year ("**Permit Renewal**"). For example, if an Application is approved on July 1, 2027, then the Permit is valid through December 31, 2027. The Permit shall automatically renew beginning January 1, 2028, and shall automatically renew on an annual basis thereafter. Upon the Permit's renewal, the Annual Membership Fee and Water Fee will be assessed again in two semi-annual installments due January 1 and July 1. For any Permit issued after January 2027, the Annual Membership Fee and Water Fee will be prorated in monthly increments for the remaining Term, including the full month in which the Permit becomes effective. D.R. Horton Hawaii LLC ("DRHH") will pay the Annual Membership Fee and Water Fee based on the month in which the Permit becomes effective: (i) December 2026 for Permits that become effective in December 2026, and (ii) January 2027 for Permits that become effective in January 2027. Gardeners with Permits that become effective in December 2026 shall pay the full 2027 Annual Membership Fee and Water Fee in two semi-annual installments; Gardeners with Permits that become effective in January 2027 shall pay such fees prorated monthly for February through December 2027. The credit does not apply to the Application Fee, Deposit, or any Permit that becomes effective after January 31, 2027. DRHH will pay the credited amounts to HUAA, and nothing herein obligates DRHH to pay any other fees.

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6. During the annual Permit Renewal period and at such other times as may be required by HUAA or the HCA Board, Gardeners must provide to HUAA, in a manner specified by HUAA, up-to-date contact information, including phone number, mailing address, email address, and emergency contact information, and confirmation of Gardener's Eligible Resident status. The initial phone number, mailing address, and email address listed on the Application shall be considered the Gardener's official contact information. If a Gardener wishes to change their official information, they must give written notice of the same to HUAA in accordance with **Section K.5**.

7. HUAA may deny or withhold the assignment of Garden Plots if an applicant has previously violated these Rules, within a year of submitting the Application.

8. At the discretion of HUAA, HUAA may grant Permits for Small Garden Plots and Large Garden Plots to Eligible Residents of Multi-Family Units and Non-Multi-Family Units in accordance with an approximate 80%/20% allocation ratio, respectively ("**Permit Allocation Ratio**"), but only with respect to Garden Plots allocated on the initial Reservation Day and the waitlists established on the initial Reservation Day. ADA Garden Plots are assigned based on disability-related need and are not subject to the Permit Allocation Ratio. For example, of a total of 28 Large Garden Plots, 22 Large Garden Plots (approximate 80%) shall be allocated to Eligible Residents of Multi-Family Units and 6 Large Garden Plots (approximate 20%) shall be allocated to Eligible Residents of Non-Multi-Family Units. Similarly, of a total of 25 Small Garden Plots, 20 Small Garden Plots (80%) shall be allocated to Eligible Residents of Multi-Family Units and 5 Small Garden Plots (20%) shall be allocated to Eligible Residents of Non-Multi-Family Units. During the initial Reservation Day allocation, if a Garden Plot cannot be allocated to an Eligible Resident of a Multi-Family Unit, HUAA may allocate such Garden Plot to an Eligible Resident of a Non-Multi-Family Unit, and vice versa. After the initial Reservation Day, Garden Plots shall be assigned without regard to the Permit Allocation Ratio.

9. Permits for Garden Plots shall be assigned in accordance with procedures established by HUAA from time to time. If no Garden Plots are available, HUAA may establish waitlists and procedures for the assignment of available Garden Plots to Eligible Residents on the waitlists from time to time; provided that any separate waitlists based on Multi-Family Unit and Non-Multi-Family Unit status shall apply only to waitlists established on the initial Reservation Day. Garden Plots assigned after the initial Reservation Day shall be assigned without regard to the Permit Allocation Ratio.

10. An Eligible Resident with a disability who is offered a Small Garden Plot or Large Garden Plot instead of an ADA Garden Plot may accept such Garden Plot in its "as is" condition or request a reasonable modification to accommodate the Eligible Resident's disability-related needs. Any requested modification shall be made at the Eligible Resident's sole cost and in accordance with the Preapproved Modification Plan, which will also provide for preselected materials used to modify the access surrounding the Garden Plot. As a condition of receiving approval for any reasonable modification, the Eligible Resident shall deposit funds necessary to restore the modified areas to their original condition, as determined by HUAA and as specified in the Preapproved Modification Plan, upon termination of an Eligible Resident's Permit for a Garden Plot. Upon termination, the Eligible Resident shall restore the Garden Plot to the condition it was in before the modification, utilizing the deposit provided by the Eligible Resident to restore the modified areas to their original condition, as specified in the Preapproved Modification Plan.

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11. Any applicant who rejects a Garden Plot reservation and assignment shall reapply by submitting a new Application together with the Application Fee. If an applicant requests to be removed from a waitlist and wants to apply for another type of Garden Plot or subsequently apply for the same type of Garden plot, the applicant must reapply by submitting a new Application together with the Application Fee. The Deposit and first installment of the Annual Membership Fee and Water Fee shall be payable after HUAA verifies the applicant's Eligible Resident status, by the date specified by HUAA.

12. The Primary Gardener and each Co-Gardener who has an HCA FOB must present the HCA FOB at Permit pickup. HCA will verify each HCA FOB against HCA's records and program each verified FOB for access to the Community Garden in which the assigned Garden Plot is located, effective when the Permit becomes effective (for the initial round, December 1, 2026). For Permits issued after the initial round, HUAA may email the Permit, but the Primary Gardener and each Co-Gardener must bring their HCA FOB to the HCA office at the SoHo

Community Center for verification before the FOB will be programmed. No additional HCA FOBs will be issued upon Permit approval; a Gardener who does not already have an HCA FOB must obtain one from HCA as provided in the definition of "Gardener(s)" in Section B. Gardeners are responsible for their HCA FOB and shall immediately report to HCA any lost or stolen HCA FOBs so they can be deactivated. Gardeners will be charged a fee for issuance of a replacement HCA FOB.

13. HUAA shall coordinate with schools, educational institutions, clubs, agencies or departments, urban agricultural programs, or any other agencies, departments, programs, and organizations the HCA Board elects to collaborate with to allow children to use the Kids Plots, and may delegate such coordination to the GCC as and when established.

14. The Garden Plot must be worked by the Gardener whose name is on the Application or by their Guests while the Gardener is present. Gardeners are responsible for informing their Guests of these Rules and ensuring that their Guests comply with these Rules.

15. Gardeners are expected to attend at least two (2) Community Gardens events each year, which shall include, at a minimum, the Annual Garden Meeting and one organized garden cleanup ("**Required Events**"). A Gardener from each Garden Plot must attend these Required Events. Failure to attend the Required Events as required herein may result in the non-renewal of the Gardener's Permit. Notice of upcoming events will be sent via text (if consented to receiving the same) or email or posted on bulletin boards or the webpage maintained by HUAA or HCA, if any. Gardeners are responsible for checking their text messages (if consented to receiving the same), emails, bulletin boards and/or such webpage for event-related notices, information, and updates.

16. Permits are non-negotiable and non-transferable. No Gardener may assign, transfer, sublicense, or otherwise convey any of the Gardener's rights and interests in the Permit to any other persons. Any attempt to assign or otherwise convey the same shall be void and may result in the immediate termination of the Permit, without regard to any cure period in **Section J**.

17. A Gardener's Permit shall automatically terminate upon a Gardener no longer being an Eligible Resident of the Hoʻopili Community or as otherwise terminated in accordance with these Rules.

18. The HCA Board may create additional Garden Plots and Community Gardens at its discretion, by designating new areas and lands within the Hoʻopili Community as Community Gardens, dividing existing Community Gardens into multiple Community Gardens, and consolidating Community Gardens into any number of Community Gardens, all of which areas shall be subject to these Rules.

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D. Operations

1. The Community Gardens shall be open for Gardeners to access from 7:00 a.m. to 9:00 p.m. daily ("**Garden Hours**"); provided, however, the Garden Hours may be extended by HUAA or the GCC, as and when established and if delegated by HUAA, with written permission of HCA. All Gardeners shall maintain quiet between the hours of 7:00 p.m. and the closing time of the Community Gardens daily, except on Fridays, Saturdays and nights preceding holidays. ("**Quiet Hours**"). During Quiet Hours, Gardeners may tend to and water their Garden Plots; however, excessive noise and the use of noisy tools or equipment are prohibited.

2. Gardeners shall ensure that gates at the Community Gardens are closed upon their entry and exit.

3. Gardeners shall initiate work, including weeding, amending the soil, cleaning or planting, in their assigned Garden Plot within fourteen (14) days after the Permit becomes effective. If the GCC, when established, establishes an orientation, new Gardeners must attend the orientation before beginning gardening work.

4. Gardeners must maintain their Garden Plots throughout the year, including, but not limited to, keeping the Garden Plots free of weeds, trash, diseased and/or insect infected plants, and overripe fruits and vegetables. Good maintenance generally requires at least two (2) visits to the Garden Plot per week to maintain the Garden Plot. Gardeners are strongly encouraged to practice good neighborliness and keep the areas around their Garden Plot in a clean and neat order, free from debris and weeds.

5. If a Gardener is unavailable to maintain the Garden Plot due to travel, illness, family emergency, or other obligations, they can designate a Backup Gardener for a period not exceeding ninety (90) days using the Flex Request Form attached as **Exhibit D** ("**Flex Request Form**") and provide the same to HUAA. A Backup Gardener may be any person age 18 years or older designated by the Gardener on their Flex Request Form. A Gardener is responsible for providing their Backup Gardener with their HCA FOB. HUAA will not issue an HCA FOB to a Backup Gardener, including in situations where the Gardener fails to provide the Backup Gardener with the same. Gardeners are responsible for informing their Backup Gardener of these Rules and ensuring that their Backup Gardener complies with these Rules. Gardeners that are continuously absent from their Garden Plot for longer than ninety (90) days must notify HUAA and consider releasing their Permit to the Garden Plot. If a Garden Plot remains unattended by Gardener(s) for more than thirty (30) days without a Flex Request Form provided to HUAA or the Gardener(s) are continuously absent from their Garden Plot for longer than ninety (90) days, the Garden Plot may be considered abandoned, may result in suspension of gardening privileges, or termination of the Permit in accordance with these Rules.

6. If a Garden Plot is not appropriately maintained in the sole and reasonable discretion of HUAA or the GCC, if and when established and delegated authority by HUAA, HUAA or the GCC shall send a written warning notice to the Gardener that the Garden Plot must be brought into compliance with these Rules, and any rules posted on signs and bulletin boards in the Community Gardens. If the Gardener fails to appropriately maintain the Garden Plot within two (2) weeks of the date of the warning notice, HUAA or the GCC, if and when established and delegated authority by HUAA, may send a notice of termination in accordance with these Rules and the Gardener's Permit shall be immediately terminated. HUAA may then clear the Garden Plot of any personal property and/or plantings and dispose of the same without any liability to HUAA at the expense of the Gardener. Once cleared of such items, HUAA may then grant a new Permit to the Garden Plot to a new Gardener.

7. In the event a Permit for a Garden Plot is terminated, the Gardener of such revoked Permit shall return the Garden Plot to the condition the Gardener received the Garden Plot, including but not limited to, restoring the Garden Plot to its original condition prior to any modification made pursuant to the Preapproved Modification Plan (utilizing the deposit provided by the Gardener to restore the modified areas to their original condition, as specified in the Preapproved Modification Plan). The Deposit shall be returned to the Gardener, less deductions as provided for in these Rules, approximately thirty (30) days after termination, as provided in Section C.4.

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8. If the Gardener violates these Rules, including failure to return the Garden Plot to the condition the Gardener received the Garden Plot in the event their Permit is terminated, HUAA may deduct the cost of enforcing these Rules from the Deposit, which includes without limitation, any and all attorneys' fees and costs. Should the Deposit be inadequate to fully compensate HUAA, HUAA may pursue any remedy available in law or equity for breach of these Rules or the Application, which shall be treated as a contract.

9. Gardeners shall clean and clear any obstacles on the pathways around their Garden Plots. Plants, including trees, shall not overhang and extend beyond the perimeter of the garden bed ("**Garden Perimeter Limit**"). Any plant that exceeds the Garden Perimeter Limit and/or protrudes into other Garden Plots or Garden Common Areas may be trimmed back without notice to the Gardener. Gardeners shall accept the Garden Plot, Garden Common Areas, and all areas outside their assigned Garden Plot in their "as is" condition and shall not alter any area outside their assigned Garden Plot. Gardeners shall only plant inside of their permitted Garden Plot boundaries, shall not expand their Garden Plots beyond its original dimensions, and shall not permit their plants to exceed the Garden Perimeter Limit and protrude into Garden Common Areas.

10. Plants in a Garden Plot, including plants and trees in pots, shall not exceed five (5) feet in height measured from ground level of the Garden Plot ("**Garden Height Limit**") and shall not exceed the Garden Perimeter Limit. HUAA may authorize in writing the allowance of temporary annual plants to exceed the Garden Height Limit until harvest, such as sunflower, corn, amaranth, okra, and indeterminate tomatoes, subject to proper area maintenance, pruning and care by the Gardener. Gardeners must obtain prior approval from HUAA before planting any plant that will potentially block sunlight to an adjacent Garden Plot.

11. To help preserve the structure and longevity of our raised beds, trees and woody plants are not allowed to be planted directly in Garden Plots. The root systems of trees and woody plants can damage the raised bed linings and walls. Trees and woody plants, including but not limited to bananas, papayas, mangoes, sugar cane, and bamboo are not allowed in the raised beds, in pots or as otherwise, as the roots may damage the wall lining and structure. Small floral and fruit trees may be allowed if they are kept in pots with an impermeable barrier that prevents roots from growing into the soil of the Garden Plots. Potted plants must also meet the Garden Height Limit, Garden Perimeter Limit, and other plant restrictions in this **Section D**. If damage to a garden bed occurs, Gardeners are expected to work with HUAA to find a resolution.

12. Plants requiring excessive watering, including without limitation, wetland taro, lotus and watercress, are prohibited.

13. Controlled substance plants are STRICTLY PROHIBITED.

14. Gardeners are prohibited from using golf carts in the Community Gardens.

15. Water elements and features, including without limitation, bird baths and small ponds are not allowed in a Garden Plot.

16. Gardeners shall not install any permanent equipment, such as underground watering systems, sprinklers, border fences, walls or structures with roofs. Gardeners are prohibited from installing decorative structures, including without limitation, birdfeeders. Additionally, Gardeners are not permitted to install potting benches in their Garden Plot or its

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surrounding areas. However, HUAA may install decorative structures and potting benches within the Community Gardens with the HCA Board's prior written approval. Planting pots are permitted in the Garden Plots. Trellises, nettings, and shade structures and cloths are also permitted in the Garden Plots; provided such structures conform to the Garden Height Limit, Garden Perimeter Limit, and are properly anchored and maintained. No Garden Plot shall contain any type of structure, barrier, or wall that would block or interfere with visible inspection of the Garden Plot.

17. Garden Plots may contain up to two (2) garden chairs and one collapsible umbrella that must be taken down at the end of each day from the Community Gardens.

18. Use of carpet, artificial mulch, artificial turf, styrofoam objects, plastics, cement, concrete, caulking, and any other permanent material is prohibited in the Garden Plots. Grading and plant dividers are allowed as long as they do not block or re-direct existing drainage or cause surface run-offs.

19. Other than for temporary use in connection with gardening activity or as permitted in these Rules, office or home furniture, storage containers, styrofoam objects, cabinets, tables, chairs, mattresses, box springs, sinks, construction materials, or any other household good or furnishing are not allowed in the Community Gardens.

20. Other than landscaping and gardening tools and equipment, fertilizers, pesticides, and other items permitted by these Rules, and items related to gardening activities as may be permitted by these Rules, no other items shall be permitted in the Community Gardens unless Gardener has obtained prior written approval from the HCA Board.

21. All items, objects, properties, tools and equipment, and structures related to gardening activities and permitted in these Rules must be maintained by Gardeners in good working condition with no tears or rips.

22. Gardeners are responsible for keeping Garden Plot areas free of potential hazards (e.g. bird spikes, broken materials, stakes, old trellising material, uncovered rebar, barbed wires, and plastics). All trash created by the Gardeners shall be removed from the Garden Plots, Community Gardens, and Lands by the Gardener. Disease and infected plants must be removed from the Community Gardens and Lands and disposed of properly. Gardeners are not permitted to dispose of green waste in trash bins within the Community Gardens and Lands, and must take all green waste with them upon leaving the Community Gardens and Lands.

23. No fastening, bolting, nailing, screwing, anchoring, tying, attaching, affixing, mounting, hanging, or other form of attachment or installation shall be made to the perimeter or borders of any Garden Plot.

24. A source of commercial compost will be made available to Gardeners at their own expense to minimize the spread of pests and invasive species. Additionally, mulch and/or other soil-enhancing materials may be made available to Gardeners at their own expense to support plant growth and health. HUAA, or the GCC if and when established and delegated authority by HUAA, may set up a green waste delivery date and a mulch sale event for the Gardeners. Water will be provided to Gardeners in accordance with **Section F**.

25. In the event HUAA provides community tools for the Community Gardens, Gardeners shall be responsible for cleaning and returning such tools to the tool shed, including the tool shed located in The Urb and identified in **Exhibit B** as "The Urb Garden Storage Shed".

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Gardeners are prohibited from storing their personal tools and property in such tool sheds located in the Community Gardens. Community tools shall not be removed from the Community Gardens.

26. Use of electric, battery operated, and handheld power tools is prohibited without prior approval by HUAA, which may be withheld or granted subject to conditions, including, without limitation, an express liability waiver in HUAA's sole discretion.

27. The following are prohibited in the Community Gardens, including in the Garden Plots and Garden Common Areas:

(a) electric fences;
(b) glass containers;
(c) smoking, gambling, use of alcohol and illegal drugs (as prohibited under federal, state, and local laws), and planting of illegal drug plants; and
(d) burning or any open fires.

28. No camping or using the garden or Garden Plot as a temporary or permanent dwelling place or sleeping place is allowed.

29. Tents and canopies are not permitted in the Community Gardens.

30. Children are welcome at the Community Gardens, but must be accompanied and supervised at all times. Children 12 and under must be accompanied by at least one adult Gardener for every 3 children (12 and under). All children from the ages of 13 through 18 must be accompanied by at least one adult Gardener for every 6 children. Children are not permitted to play in any parking areas serving the Community Gardens, if any. Gardeners shall be responsible for the conduct of children at all times.

31. Pets are not allowed into the active garden and planting areas in the Community Gardens, except for certified service animals. All certified service animals must remain on a leash and with their owners.

32. Feeding feral animals is not allowed in the Community Gardens.

33. There shall be no soliciting of goods and services, or religious or political activities in the Community Gardens.

34. Advertising materials within the Community Gardens are prohibited without prior written consent from the HCA Board.

35. Musical instruments and live music are prohibited in the Community Gardens.

36. Motorized vehicles are prohibited in the Community Gardens.

37. Hazardous materials are prohibited, including without limitation, gasoline, kerosene, and other combustible products, such as gunpowder and explosives.

38. Gardeners shall comply with any and all information and notices sent via email or text (if consented to receiving the same), or posted to any bulletin board and signs within the Community Gardens, or published on the webpage maintained by HUAA or HCA, if any.

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39. The Community Gardens may be subject to closures due to the following:

(a) Damage, scheduled or ongoing construction, repair and maintenance;

(b) State of emergency declared by HUAA or proper authorities;

(c) Natural or civil disturbances including but not limited to tsunamis, floods, storms, riots, earthquakes, demonstrations or other threats; and

(d) Other safety concerns.

40. Each Gardener, for the Gardener and the Gardener's Co-Gardeners, Backup Gardeners, Guests, and children, uses the Community Gardens, Garden Plots, Garden Common Areas, Māla Room Rental Area, and Community Center Building at their own risk, and releases, waives, and agrees to indemnify and defend HCA, HUAA, the Managing Agent, Hawaiiana Management Company, Ltd., as managing agent of HCA, and any successor managing agent of HCA, Declarant, D.R. Horton, Inc., and their respective affiliates and subsidiaries, and their respective directors, officers, employees, managing agents, and agents, from any liability for injury, death, or property damage arising from such use, except to the extent caused by the gross negligence or willful misconduct of the released party, as further provided in the Application.

E. Garden Common Areas; Adjacent Māla Room Rental Area; and Turnaround Area

The perimeter fencing, gates, and HCA FOB access-control system serving the Community Gardens are owned and maintained by HCA, and the security lights serving the Community Gardens are owned by HCA and maintained as a Common Expense. Gardeners shall not alter, attach anything to, damage, or prop open any gate or fencing, or tamper with any security light or the HUAA Bulletin Board, and shall promptly report any damage or malfunction to HUAA.

1. The Garden Common Areas shall be restricted as follows:

(a) Trash, waste, and potential hazards (e.g. bird spikes, broken materials, stakes, old trellising material, uncovered rebar, barbed wires, and plastics) shall not be left in the Garden Common Areas;

(b) Garden Common Areas shall not be obstructed.

(c) Garden Common Areas shall not be used by any Gardener to expand their assigned Garden Plot; and

(d) Gardeners are prohibited from planting, pruning, cutting, removing, damaging, and altering any landscaping in the Garden Common Areas (e.g., pruning trees, planting flowers, and mowing grass).

2. HUAA or the GCC, if and when established and delegated authority by HUAA, may maintain the Garden Common Areas, including all pathways and walkways, in clean, neat, and unobstructed conditions.

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3. Gardeners are not permitted in the golf cart storage area in The Urb, identified in **Exhibit B** as "Golf Cart Storage" ("**Golf Cart Storage**"). HCA may access the Community Garden for its use of the Golf Cart Storage area at any time.

4. Gardeners are not permitted to use the mulch storage area in The Urb, identified in **Exhibit B** as "The Urb Mulch Area" ("**Urb Mulch Area**"), unless authorized by HUAA. Gardeners are prohibited from storing mulch in the Urb Mulch Area.

5. The HCA Trash/Dumpster Area, as shown on the Garden Map for The Urb, is part of the Turnaround Area and will be used by HCA. HCA may access the Community Garden for its use of the HCA Trash/Dumpster Area at any time.

6. The Māla Room Rental Area, including the Māla Room, its adjoining uncovered patio, and the barbecue area included with the rental of the Māla Room, is outside the Community Gardens. The HUAA and/or the GCC, if and when established and delegated authority by HUAA, may make arrangements for periodic use of the Māla Room Rental Area adjacent to The Urb's Community Garden for meeting purposes and Garden-related events, as provided in this Section. HUAA, including through the GCC if and when established and delegated authority by HUAA, shall be permitted to use the Māla Room Rental Area for HUAA or Gardener functions one (1) day per month, free of rental fees and any insurance fee charged under the Community Rules, provided HUAA maintains the insurance required by the License Agreement, consistent with Section 13 of the License Agreement. A request for such use made at least ninety (90) days in advance shall be granted unless the Māla Room is already reserved or needed by HCA; requests made on shorter notice are subject to availability and HCA's reasonable discretion. Unused days do not carry over. HUAA shall be responsible for the cost of cleaning the Māla Room Rental Area and repairing any damage resulting from such use. Except for HUAA's permitted use for HUAA or Gardener functions as provided in this Section, use, reservation, and rental of the Māla Room Rental Area are governed by the Community Rules, including the Multifunction Facility rental provisions. Gardeners may use the Māla Room Rental Area only as permitted under the Community Rules and this Section. Gardeners may access the Restrooms during Garden Hours using their HCA FOB, including while the Māla Room Rental Area is rented to others. The Restrooms are shared and are not included in the exclusive use of any rental. The Reserved Rooms are reserved to HCA and may not be used by Gardeners, HUAA, or the GCC. Gardeners shall not wash any landscaping or gardening tools in the Māla Room Rental Area or the Restrooms. All use of the Māla Room Rental Area by HUAA and Gardeners shall be non-exclusive and subject to HCA's reserved rights. HCA may, in its sole discretion, control, restrict, or terminate use of the Māla Room Rental Area at any time, and use or permit the use of the Māla Room Rental Area for any purpose. For clarity, HUAA may use the Māla Room Rental Area for HUAA or Gardener functions one (1) day per month as provided in Section 13 of the License Agreement, and such use does not make the Māla Room or its adjacent patio areas part of the Community Gardens.

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7. Gardeners may use the Turnaround Area, which is included in the Community Gardens, for ingress and egress, as well as loading and unloading of gardening tools, materials, and products; provided, however, parking is prohibited. All such use, including HUAA's use of the Turnaround Area, shall be non-exclusive and shared with HCA and any other persons HCA permits to use it, and subject to HCA's reserved rights. HCA is responsible for trash management in the Turnaround Area. HCA may, in its sole discretion, control, restrict, or terminate use of the Turnaround Area at any time, and use or permit the use of the Turnaround Area for any purpose.

F. Water

1. Water for Garden Plots is provided by the Board of Water Supply system via a sub-metering system installed by HCA. There are scattered water faucets available for use by Gardeners in the Community Gardens. Gardeners shall be mindful not to over-water Garden Plots and turn off water flow at the faucet when watering is completed. If non-potable irrigation water is provided by HUAA, HUAA shall provide such notice to Gardeners. In such event, Gardeners should not drink such non-potable water.

2. Water is for use in the Community Gardens only and shall not be transported or sold. Water shall be used only for irrigation of the Garden Plots and cleaning of garden tools and equipment. Use of water for non-garden uses, including without limitation, bathing, laundry, dishwashing, car washing, and any other non-garden uses is prohibited.

3. Gardeners shall pay an annual Water Fee for water usage provided by the Board of Water Supply System, payable in two semi-annual installments, in the amount specified in the Application or the most recent Fee Schedule adopted by the HCA Board, which shall control. HUAA shall collect Water Fees from Gardeners and reimburse HCA semi-annually for the cost of water consumed by the Community Gardens, as measured by the sub-meter serving the Community Gardens, together with the sub-meter reading charge, in accordance with the License Agreement.

4. Unattended watering is not permitted. Gardeners shall follow the water conservation policy and be mindful of planting flowers and vegetables requiring excessive watering.

5. Gardeners are responsible for ensuring that water runoff does not impact adjacent Garden Plots and pathways and walkways. No ponding or standing water is permitted on any Garden Plot.

6. Water hoses must not cross adjacent Garden Plots and pathways and walkways. Water hoses must be neatly coiled and returned to their source faucets after use.

7. Water will be available for garden use during Garden Hours. To help conserve resources and ensure safety, water access will be turned off outside of these hours. HCA, HUAA, and the Managing Agent shall not be liable for water outages, interruptions, or closures of the Community Gardens or for any loss of plants or crops resulting from any such outage, interruption, or closure.

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G. Chemicals

1. HUAA highly encourages use of the following natural or nature-based fertilizers and soil amendments: Compost and Compost Blends, Worm Castings (Vermicompost), Dr. Earth Fertilizers, Espoma Fertilizers, Down to Earth Fertilizers, Alaska Fish Fertilizer (Lilly Miller/Alaska), Neptune's Harvest Fertilizers, and Natural Fertilizers ("Korean" Natural Farming Inputs). Brand names are listed as examples of approved product types only. Synthetic mineral-based fertilizers commonly available in stores may also be used, such as Gaviota, Osmocote, Scotts, Sta-Green, and Miracle-Gro Water-Soluble Fertilizers. Please see **Exhibit E** for more information about these fertilizer and soil amendment products and product types.

2. Gardeners who choose to use fertilizer and soil amendment products and product types not listed in **Exhibit E** are solely responsible for ensuring that any product is used safely, in

accordance with the manufacturer's instructions and all applicable laws and regulations. HUAA and HCA reserve the right to prohibit or restrict the use of any product and product type, including based on safety concerns. HUAA and HCA make no representations or warranties regarding the effectiveness, safety, suitability, or environmental impact of any products and product types.

3. HUAA allows use of the following natural or nature-based pesticides: Homemade Resources, Neem Oil-Based Products, Insecticidal Soaps, Horticultural Oils, Bacillus thuringiensis (Bt) Products, Diatomaceous Earth (Food Grade), Spinosad-Based Products, Pyrethrin-Based Products, Potassium Bicarbonate-Based Fungicides, Copper-Based Fungicides, Sulfur-Based Fungicides, Slug & Snail Bait, and Ant Control (diatomaceous earth). Please see **Exhibit F** below for more information about these pesticide products or product types.

4. If a Gardener wishes to use any pesticide product and product types not listed in **Exhibit F**, the Gardener must obtain prior written approval from HUAA. Furthermore, Gardeners are solely responsible for ensuring that any product is used safely, in accordance with the manufacturer's instructions and all applicable laws and regulations. HUAA and HCA reserve the right to prohibit or restrict the use of any product and product types, including based on safety concerns. HUAA and HCA make no representations or warranties regarding the effectiveness, safety, suitability, or environmental impact of any products and product types.

5. Gardeners may use handheld sprayers to apply permitted pesticides, fertilizers, and soil amendments within their Garden Plots; provided that electric, battery operated, and powered sprayers are prohibited. Gardeners shall use reasonable care to prevent such products from spreading outside their Garden Plots and affecting other individuals in the Community Gardens. Spraying shall not be conducted during windy conditions or when wind or other conditions are reasonably likely to cause the product to spread into neighboring Garden Plots and pathways and walkways. A Gardener shall not spray in a manner that creates a nuisance, including but not limited to, excessive odor, overspray, and any other unreasonable impact to neighboring Gardeners, Garden Plots, and the Community Gardens. If a Gardener's spraying has created a nuisance as determined by HUAA or the HCA, in their sole discretion, the Gardener may be prohibited or restricted from spraying in the Community Gardens in the future.

6. Fertilizers and Soil Amendments containing any amount of human waste (including sewage sludge and/or biosolids) and animal waste, except for worm castings, are prohibited for use in the Garden Plots.

7. All Gardeners are responsible for ensuring the safe and proper application, use and disposal of fertilizers, soil amendments, and pesticides in their Garden Plots and disposal of containers, including ensuring that such application or use does not affect neighboring Garden Plots.

8. Gardeners are responsible for supervising children and service animals in their care while in the Community Gardens. Gardeners should be aware that pesticides, fertilizers, soil amendments, and other gardening products may be harmful or cause adverse effects if children or animals contact, inhale, or ingest them or are otherwise exposed to them. Any and all pesticides should be used with caution and great care.

H. Garden Caretaker Committee (GCC)

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The GCC is intended to give Gardeners a voice in the day-to-day life of the Community Gardens. When established, the GCC will advise HUAA, help organize events and orientations, if any, maintain the Garden Plot waitlist, and recommend changes to these Rules for HCA Board consideration. Because the Community Gardens are new and Gardeners will need time to get to know one another and the program, HUAA will determine when the GCC is established. Until then, HUAA (or the Managing Agent) will perform the GCC's functions, and HUAA may appoint an Advisory Committee of Gardeners to assist in developing procedures for electing Officers. The GCC does not hold funds, and all fees are collected and administered by HUAA under the License Agreement.

1. If and when HUAA determines, in its sole discretion, that establishment of the GCC is appropriate, HUAA shall establish the GCC by written notice to Gardeners. Upon establishment, the GCC shall support HUAA in managing the Community Garden and promote relevant gardening activities and programs and may perform those actions delegated to it by HUAA under these Rules. Until the GCC is established, HUAA (or the Managing Agent) shall perform the functions assigned to the GCC under these Rules. The GCC's objectives include:

(a) Supporting the goals and policies pertaining to the Community Garden;

(b) Promoting fellowship and neighborliness among the Gardeners;

(c) Aiding in securing resources to support the Community Garden;

(d) Conducting and fostering opportunities for learning, demonstrations, lectures and industry workshops on techniques and technologies pertaining to horticulture; and

(e) Engaging community in volunteer service opportunities.

2. Upon establishment of the GCC, the members of the GCC shall consist solely of the Officers, as defined below. Each Officer shall automatically become a member of the GCC by virtue of holding an Officer position. Officer positions shall consist of a President, Vice President, Secretary, Treasurer, and Plot Officer ("**Officers**"), each of whom shall be a Primary Gardener. The Officers shall constitute the GCC. Officers shall have those duties and management responsibilities specified in **Exhibit G**.

3. HUAA may appoint an advisory committee ("**Advisory Committee**") to assist HUAA to establish governance rules and procedures for the membership of Gardeners. If requested by HUAA, members of the Advisory Committee may perform the functions of the initial Officers and constitute the GCC, and may act and continue to serve in such capacities until an election of Officers may be held at a meeting of the Gardeners. To facilitate such an election and long-term governance of the membership of Gardeners, HUAA, with input from the Advisory Committee where requested by HUAA, may adopt meeting procedures ("**GCC** and **Membership Meeting Procedures**") pursuant to which meetings of Gardeners may be held to elect Officers. If adopted, the GCC and Membership Meeting Procedures shall provide the rules for meetings of the Gardeners establishing: (i) how meetings will be conducted and who is entitled to vote (e.g. Gardeners with valid Permits as of a specified date), (ii) how and when notice of meetings will be provided, (iii) the frequency of meetings, (iv) how election of Officers and the counting of ballots will proceed, (v) whether proxies to cast ballots are permitted, (vi) whether cumulative voting is permitted, (vii) the term of elected Officers, (viii) how long individual Officers may serve, (ix) the conduct and means to call special meetings, (x) the location for such meetings and (xi) such other matters as determined by HUAA.

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4. The GCC, if constituted, shall meet not less frequently than semi-annually on dates fixed by the GCC or more frequently as they determine. Any two (2) members of the GCC may call a special meeting of that committee. Any action taken at a general meeting or special meeting of the GCC shall require the approval of a majority vote of the members of the GCC. Any action taken at a general meeting or special meeting of the GCC may be taken without a meeting if a written resolution setting forth the action is approved and signed, whether by wet-ink or electronic signature, by all members of the GCC. Such written resolution shall have the same force and effect as if voted upon and adopted at a duly called meeting of the members of the GCC. The GCC may, by majority vote of its members, adopt resolutions recommending amendments to these Rules. Any recommendation of the GCC for amendments to these Rules shall not amend, modify, or otherwise affect these Rules unless and until approved and adopted by the HCA Board. The HCA Board may decline to adopt any recommended amendments to these Rules by the GCC in its sole and absolute discretion.

5. Officers may resign by providing prior written notice to the remaining Officers and HUAA. An individual's Officer position shall automatically terminate, without further action, upon the occurrence of any of the following: (i) the surrender, revocation, or termination of the Officer's Permit; (ii) the Officer ceasing to qualify as a Primary Gardener; or (iii) the Officer's removal with or without cause by HUAA, the HCA Board, or a majority vote of the members of the GCC.

6. Any vacancy in an Officer position occurring prior to the initial meeting of Primary Gardeners electing Officers may be filled by HUAA. Following election of Officers at a meeting of the Gardeners called for that purpose, any vacancy may be filled by the affirmative vote of a majority of the remaining members of the GCC, provided that the individual elected is a Primary Gardener. In lieu of filling the vacancy by majority vote of the GCC, the GCC may elect to fill the vacancy at a meeting of the Primary Gardeners called for that purpose, in which case the replacement Officer shall be elected by the Primary Gardeners in accordance with the election procedures established in the GCC and Membership Meeting Procedures. If the GCC fails to fill the vacancy within three (3) months after the vacancy occurs, or if fewer than three (3) Officers of the GCC remain, HUAA may appoint one or more Primary Gardeners to serve until the next Annual Garden Meeting.

FINAL FORM - PENDING HCA ADOPTION

I. Amendments; Adoptions; and Recordation

1. Subject to Section I.2, these Rules, including the Application, may be amended, modified, supplemented, or replaced at any time by the HCA Board, in its sole discretion, and may bind Eligible Residents, Gardeners, and/or any other individuals without prior notice to or consent from them. No such amendment shall be effective as to HUAA except as provided in Section I.2. Without limiting the generality of the foregoing, the HCA Board expressly reserves the right to amend: (i) these Rules in their entirety or any portion thereof; (ii) the Application, including any fees and charges therein, such as an Application Fee, Deposit, Water Fee, and Annual Membership Fees; (iii) the Permit Allocation Ratio; (iv) any conditions, obligations, restrictions, and procedures related to Kids Plots; and (v) any exhibit attached to these Rules. The HCA Board may amend or supplement these Rules to include additional areas developed in the Hoʻopili Community as Garden Plots, Community Gardens, and Lands subject to these Rules. All amendments, modifications, supplements, and replacements shall become effective upon adoption by the HCA Board.

2. Protection of HUAA. (a) No amendment, modification, supplement, or replacement of these Rules (including the Application and any Fee Schedule) that materially affects HUAA's

rights, obligations, costs, or authority shall be effective without HUAA's prior written consent and, prior to December 31, 2091 (or earlier expiration of DRHH's control period under HUAA's Articles), the prior written consent of Declarant, including any amendment affecting fees, Deposits, and the Fee Schedule; the Application, Permit, waitlist, or enforcement processes; HUAA's use of the Māla Room Rental Area or Restrooms; Section H or Exhibit G (GCC); or any release or indemnity in favor of HUAA; (b) in the event of any conflict between these Rules and the License Agreement, the License Agreement controls as between HCA and HUAA, and no amendment shall expand HUAA's obligations or diminish its rights under the License Agreement; (c) no amendment shall cause the Community Gardens to fail to comply with the conditions of the State Land Use Commission Decision and Order in Docket No. A06-771, including Condition 2 thereof, or the Urban Ag Declaration; (d) HCA shall give HUAA at least thirty (30) days' prior written notice of any proposed amendment, with an opportunity to comment, before HCA Board action, except amendments required on an emergency basis for health, safety, or legal compliance; (e) any Fee Schedule shall be adopted after consultation with HUAA, shall not take effect during a Term for Permits then in effect, and, without HUAA's consent, shall not reduce fees below HUAA's reasonable cost of operating the Community Gardens, including water reimbursement owed to HCA under the License Agreement; (f) amendments apply prospectively and shall not impair Permits issued for the current Term except as required for health, safety, or legal compliance; and (g) no amendment shall reassign, assume, or limit the administrative, fee collection, Permit, or enforcement functions delegated to HUAA under the License Agreement, which may be changed only in accordance with the License Agreement.

3. Declarant reserves the right to record the Urban Ag Declaration in the Recording Office, as appropriate, at a future time, to which these Rules may be made subordinate.

4. Subject to Section I.2, HCA may adopt and publish a Fee Schedule annually or from time to time. The Fee Schedule shall become effective upon adoption by the HCA Board or on such other date as the HCA Board may specify, without the need to amend the Application or these Rules. The most current Fee Schedule adopted shall control and supersede any inconsistent fee amounts stated in the Application and previously adopted Fee Schedules.

J. Termination of Permit.

1. HUAA and/or the HCA Board reserves the right to terminate any Gardener's Permit and membership with the Community Gardens with at least ninety (90) days advance written notice issued at any time (for any reason or no reason), and a Gardener may terminate their Permit and membership with the Community Gardens by submitting written notice at least thirty (30) days in advance. This allows HUAA time to assess the Garden Plot and determine whether any portion of the Deposit will be refunded. Notices shall be submitted in accordance with **Sections K.4** and **K.5**.

2. In the event a Gardener violates any portion of these Rules, HUAA and/or the HCA Board may provide the Gardener in violation a warning notification provided in accordance with **Section K.4**. The Gardener in violation will have an opportunity to cure such violation within two (2) weeks of the date of such notification. The Gardener's failure to cure within such time period may result in revocation of gardening privileges and/or termination of such Gardener's Permit, in the discretion of HUAA or the GCC, if and when established and delegated authority by HUAA.

3. Revocation of Primary Gardener's Permit will automatically terminate all Co-Gardeners' Permits associated with the assigned Garden Plot.

FINAL FORM – PENDING HCA ADOPTION

K. Management & Disputes

1. Regular inspections of Garden Plots may be conducted by HUAA or the GCC, if and when established and delegated authority by HUAA, and any such violations will follow a clear process: (i) warning notification provided in accordance with **Section K.4**; (ii) an opportunity for the Gardener in violation to cure such violation within two (2) weeks of the date of the notification; and (iii) Gardener's failure to cure within such time period may result in revocation of gardening privileges and/or termination of such Gardener's Permit, in the discretion of HUAA or the GCC, if and when established and delegated authority by HUAA. The objective is to promote neighborliness and fellowship among the Gardeners.

2. HUAA is responsible pursuant to the License Agreement for the oversight and management of the Community Gardens, including site administration and enforcement of these Rules. HUAA may delegate enforcement of all or a portion of these Rules to the GCC, if and when established, with HCA's prior written authorization. Until the GCC is established, HUAA (or the Managing Agent) shall perform any enforcement functions assigned to the GCC under these Rules. Actions by the GCC shall have the same force and effect as those actions by HUAA in respect of responsibilities delegated to the GCC by HUAA.

3. All disputes of any kind shall first be brought to the GCC, if and when established, for a non-binding advisory opinion before any demands for mediation or arbitration are made. If the GCC has not been established, disputes shall first be brought to HUAA (or the Managing Agent) for a non-binding advisory opinion before any demands for mediation or arbitration are made. Any unresolved dispute shall be resolved by mediation and, if necessary, arbitration in accordance with the procedures in Article 26 of the HCA Declaration, applied as if HUAA were a Covered Party thereunder, or such other procedures as the HCA Board may adopt.

4. All notices to a Gardener may be made to the Gardener by text message, provided the Gardener has given prior written consent to receive text messages from HUAA, by email to the email address registered with the Permit or any updated email address subsequently provided by the Gardener, or by mail to the physical street address listed on the Gardener's Application.

5. Notices to HUAA shall be provided to the following contact information:

All notices to HUAA shall be by written instrument delivered to HUAA at:

136 Merchant Street, Suite 112
Honolulu, Hawaii 96813

or delivered by email to admin@huaahawaii.org.

Exhibit A **Description of Lands**
Exhibit B **The Urb**
Exhibit C **Application and Agreement Form**
Exhibit D **Flex Request Form**
Exhibit E **Acceptable Fertilizers and Soil Amendments**
Exhibit F **Acceptable Pesticides**
Exhibit G **Garden Caretaker Committee Officer Duties**

FINAL FORM - PENDING HCA ADOPTION

HCA hereby adopts these Rules for the Community Gardens within the Hoʻopili Community, effective as of the date of the License Agreement.

HOʻOPILI COMMUNITY ASSOCIATION,
a Hawaii nonprofit corporation

By _____
Tracy Tonaki
Its President

By _____
Grant M. Nakagawa
Its Vice President

FINAL FORM – PENDING HCA ADOPTION

Exhibit A
Description of Lands

Item 1 (The Urb):

All of that certain parcel of land situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, more particularly described as follows:

Lot 3-B, as shown on the map prepared by Ryan M. Suzuki, Land Surveyor with R.M. Towill Corporation, approved by the Department of Planning and Permitting, City and County of Honolulu, Subdivision File No. 2022/SUB-35, on June 23, 2023, and containing an area of 1.270 acres, more or less, as described in the Declaration of Subdivision (Hoʻopili Phase 5 Community Center) (DPP File No. 2022/SUB-35), recorded July 10, 2023 in the Bureau as Document No. A-85910700, said Lot 3-B being a portion of Lot 3 of the "HOʻOPILI PHASE 5 BULK LOT SUBDIVISION", as shown on File Plan 2529, filed with the Bureau.

(Lot 3-B being a portion of deregistered Lot 20159, as shown on Map 1698 of Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded at the Bureau as Document No. A-72410580).

Being a portion of the premises acquired by TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS, filed in the Land Court as Document No. 3398322, recorded in the Bureau as Document No. 2006-039948, on March 1, 2006.

End of Exhibit A

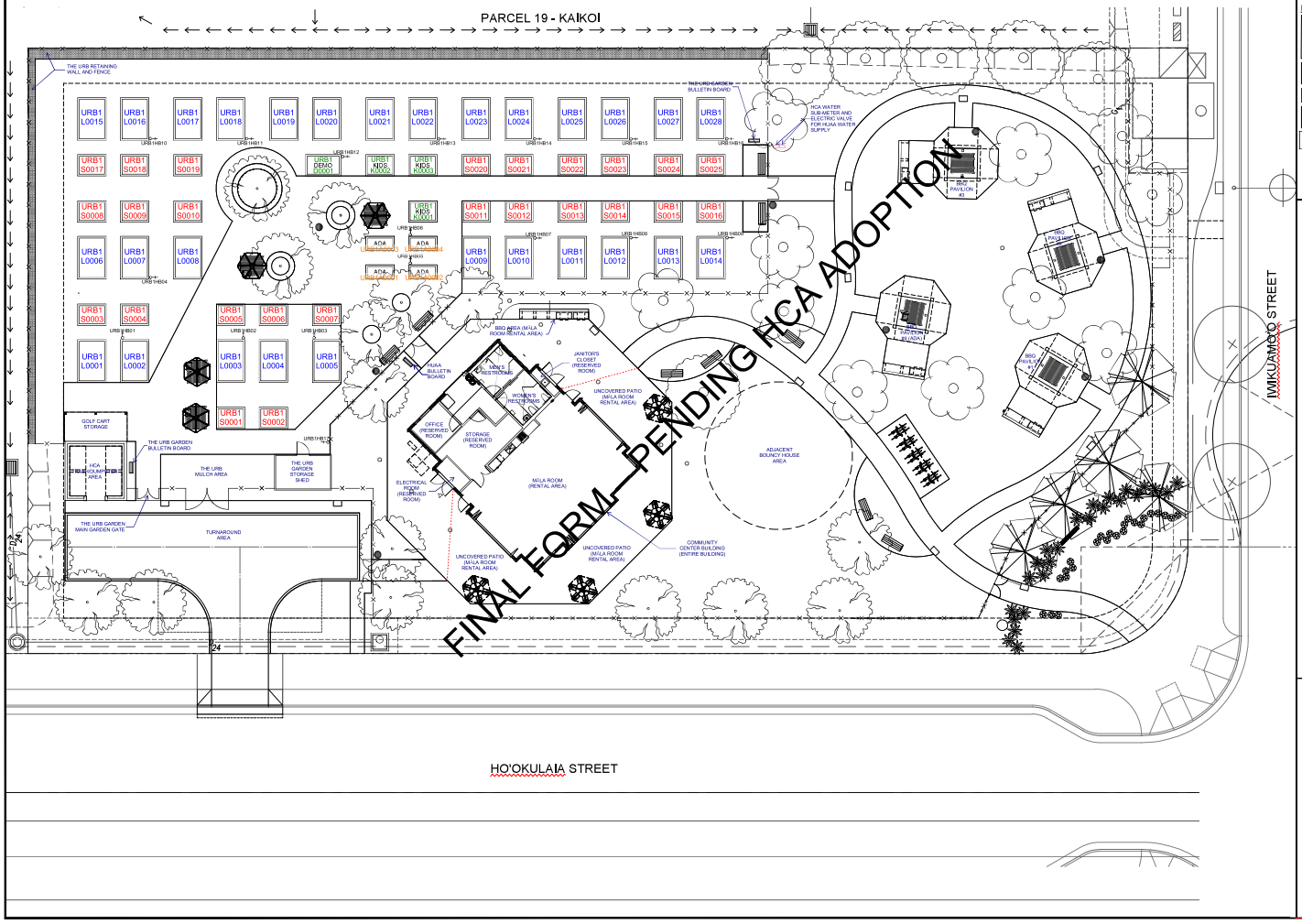
FINAL FORM – PENDING HCA ADOPTION

Exhibit B
The Urb

See attached.

FINAL FORM – PENDING HCA ADOPTION

EXHIBIT B



ISSUE DATE: 11/02/2026

REVISION DATE:

MAP KEY

Garden Plot: URB1L0053
Garden Location
Planter Type
Plot Number

Hose Bibs: URB1HB19
Garden Location
Hose Bib Number

PLANTER BED TYPES

(L) **LARGE PLANTER BOX** (28 EA.) – 12'-0" X 8'-0" (OUTSIDE DIMENSION)

(S) **SMALL PLANTER BOX** (25 EA.) – 8'-0" X 4'-0" (OUTSIDE DIMENSION)

ADA **(A) ADA PLANTER BOX** (4 EA.) – 8'-0" X 4'-0" X 17"NOMINAL HT. (OUTSIDE DIMENSION)

KIDS **(K) KIDS PLANTER BOX** (3 EA.) – 8'-0" X 8'-0" (OUTSIDE DIMENSION)

DEMO **(D) DEMO PLANTER BOX** (1 EA.) – 8'-0" X 10'-0" (OUTSIDE DIMENSION)

Hose Bib

(PLANTER BEDS AND HOSE BIB ARE NOT SHOWN TO SCALE)

THE URB Community Center and Community Urban Garden

91-1274 HOOKULAIA STREET
EWA BEACH, HAWAII 96706

THE URB COMMUNITY CENTER

Exhibit C
Application and Agreement Form

See attached.

FINAL FORM – PENDING HCA ADOPTION

HOʻOPILI COMMUNITY GARDEN
PERMIT APPLICATION
(The Urb Community Garden)

Date:_____

Application Fee: $21.00 (non-refundable; due with the Application, whether submitted on Reservation Day or thereafter)

Deposit: $120.00 (refundable as provided in the Rules; due after HUAA offers or reserves a Garden Plot, subject to HUAA's verification of Eligible Resident status, by the date specified by HUAA)

The Application Fee, Annual Membership Fee, and Water Fee are non-refundable once paid. The Deposit is refundable as provided in the Rules. The Deposit is due after HUAA offers or reserves a Garden Plot, subject to HUAA's verification of the applicant's Eligible Resident status, by the date specified by HUAA. After a Permit is issued, the Deposit, less permitted deductions, will be refunded approximately thirty (30) days after the end of the Term or termination of the Permit, as provided in the Rules.

Garden Plot Requested (check one):

_____ Small Garden Plot (6ft x 8ft)
_____ Large Garden Plot (12ft x 8ft)
_____ ADA Garden Plot (4ft x 8ft)

Annual Fees (beginning 2027)

Garden Plot Type	Annual Membership Fee	Annual Water Fee	Annual Total	Semi-Annual Installment	Number of Plots
Small	$252.00	$84.00	$336.00	$168.00	25
Large	$503.00	$168.00	$671.00	$335.50	28
ADA	$168.00	$63.00	$231.00	$115.50	4

How Payment Works
• **Application Fee:** $21.00 is due with the Application. All fees include Hawaii general excise tax, except the Deposit.
• **Reservation Day:** A Garden Plot is offered and reserved on Thursday, November 19, 2026, 6:00–8:00 p.m., at SoHo Community Center, subject to HUAA's verification of the applicant's Eligible Resident status. After Reservation Day, HUAA may offer an available Garden Plot, also subject to that verification.
• **After verification:** By approximately November 24, 2026, HUAA will notify each Reservation Day applicant of eligibility confirmation and the Deposit and first installment amounts due. The Deposit ($120.00) and first installment of the Annual Membership Fee and Water Fee (50% of the applicable fees) are due by Permit Pickup Day, Monday, November 30, 2026, 4:00–6:00 p.m., at SoHo Community Center. Total due by November 30: Small Garden Plot $288.00; Large Garden Plot $455.50; ADA Garden Plot $235.50. The second installment (Small $168.00; Large $335.50; ADA $115.50) is due July 1, 2027. Applicants offered a Garden Plot after Reservation Day pay the Deposit and first installment (prorated if applicable) by the date specified by HUAA.
• **Permit effectiveness:** The Permit issues only after HUAA receives the Deposit and first installment and confirms the Application and, for post-Reservation Day applicants, upon pickup or delivery by HUAA; HUAA may email the Permit. A Garden Plot not paid for by November 30, 2026 (or, for later applicants, by the date specified by HUAA) may be offered to the next applicant on the waitlist. Permits picked up after November 30, 2026 begin upon issuance. HUAA does not guarantee a processing time or a December 1, 2026 start.
• **Credits and proration:** December 2026 fees, and January 2027 fees for January Permits, are courtesy of D.R. Horton Hawaii LLC. Fees for Permits that become effective after January 2027 are prorated in monthly increments, including the full month in which the Permit becomes effective. Except as stated for

Permits issued in 2026 and 2027, the Annual Membership Fee and Water Fee are paid in two installments due on January 1 and July 1; for Permits effective from February through June 2027, the second installment is due on July 1, 2027.

• **Details and access:** See the HUAA FCFS Instructions and the Hoʻopili Community Garden Rules for additional payment and process details. The Primary Gardener and each Co-Gardener must bring their HCA FOB to the HCA office at the SoHo Community Center for verification; verified FOBs will be programmed for garden access when the Permit becomes effective.

Capitalized terms used in this Application without definition shall have the meanings assigned to such terms in the Hoʻopili Community Garden Rules.

Payment Method: Applicants shall pay all fees required by this Application and the Hoʻopili Community Garden Rules by check and/or money order, or by other payment methods as approved by the HCA Board. **NO CASH is accepted.**

All payments shall be addressed to the following address:
PO Box 700489, Kapolei, HI 96709.

All payments shall be made payable to:
Hoʻopili Urban Agriculture Association or HUAA.

Questions may be directed to HUAA at admin@huaahawaii.org.

Assignment of ADA Garden Plot: ADA Garden Plots are reserved for persons with a disability requiring such accommodation. An ADA Garden Plot is intended to offer the shortest and most accessible route from the Community Garden entrance to the assigned Garden Plot. Each ADA Garden Plot features raised garden beds and concrete borders around the Garden Plot for improved accessibility and ease of use. If an applicant's disability or disability-related need for an ADA Garden Plot is not readily apparent or already known to HUAA, HUAA may ask the applicant to provide additional confirmation (e.g., disability parking placard).

Assignment of Garden Plots: HUAA shall initially grant Permits for use of Garden Plots on a first come, first served basis, with a limit of one Garden Plot per registered address with the HCA. Garden Plots are numbered sequentially (e.g. L0001, L0002, or S0001, S0002, etc.), as reflected on the Garden Maps, and will be assigned and reserved in that order. Please review the Hoʻopili Community Garden Rules for more details regarding the assignment of Garden Plots.

By submitting this Application, I confirm that I have received, read, understood and agree to abide by and be subject to the Hoʻopili Community Garden Rules. I understand that only the non-refundable Application Fee is submitted with this Application. A Garden Plot is offered and reserved on Reservation Day, or offered after Reservation Day, subject to HUAA's verification of my Eligible Resident status. After verification, the Deposit and first installment of the Annual Membership Fee and Water Fee are payable by the date specified by HUAA, and the Permit will be issued only after those payments are received.

1. PRIMARY GARDENER NAME:_____
**As the Primary Permit Holder, I declare that I have not been revoked from this program before.*

Family Member(s):_____**Same Home Address*
Relationship:_____

Home Address:_____ **City:**_____

Zip Code:_____ **Community Name**_____ **Unit No.**_____
**If this address is different from the address you have on file with the Hoʻopili Community Association, you may receive official notices about your Garden Plot by providing mailing address.*

**Applicants for a Garden Plot at Hoʻopili must be Residents (own and occupy a home at Hoʻopili). Please provide the community name and unit number for your home at Hoʻopili.*

Mailing Address: (if different than Home Address)

_____**City:**_____

Zip Code:_____ **Community Name**_____ **Unit No.**_____

Cell Phone Number(s) 1:_____**2:**_____

Email:_____

*Email will be used for Hoʻopili Community Garden notices at this address.

**For Hoʻopili Community Garden Communication purposes, the Primary Gardener must have verifiable contact information.*

2. CO-GARDENER NAME:_____

**Must sign the Application form. A Co-Gardener does not have any rights to the Garden Plot should the Primary Gardener relinquish their Garden Plot or have their Garden Plot revoked. Co-Gardeners for a Garden Plot at Hoʻopili must also be Residents (own and occupy a home at Hoʻopili). Please provide the community name and unit number for your home at Hoʻopili.*

Home Address:_____ **City:**_____

Zip Code:_____ **Community Name**_____ **Unit No.**_____

Cell Phone Number(s) 1:_____**2:**_____

Email:_____

*Email will be used for Hoʻopili Community Garden notices at this address.

3. CO-GARDENER NAME:_____

**Must sign the Application form. A Co-Gardener does not have any rights to the Garden Plot should the Primary Gardener relinquish their Garden Plot or have their Garden Plot revoked. Co-Gardeners for a Garden Plot at Hoʻopili must also be Residents (own and occupy a home at Hoʻopili). Please provide the community name and unit number for your home at Hoʻopili.*

Home Address:_____ **City:**_____

Zip Code:_____ **Community Name**_____ **Unit No.**_____

Cell Phone Number(s) 1:_____**2:**_____

Email:_____

*Email will be used for Hoʻopili Community Garden notices at this address.

4. EMERGENCY CONTACT INFORMATION

NAME:_____

Phone Number: _____

Email: _____

For ADA Garden Plots: Primary Gardeners and all Co-Gardeners, please provide a description in the box below of the disability for which the ADA Garden Plot is being requested and specify whether the disability is temporary or permanent. Please attach an additional sheet of paper if additional space is needed.

Disclosure: All notices given by HUAA/GCC and the HCA Board may be given solely to the Primary Gardener. The Primary Gardener is responsible for providing such notices to all Co-Gardeners, if any.

HUAA USE ONLY

A. Application and Reservation

Date Application received:_____ **Received by:**_____
Application complete: ☐ **Yes** ☐ **No**
Application Fee received: $_____ **Date:**_____ **Check/MO No.:**_____
Garden Plot type: ☐ Small ☐ Large ☐ ADA
Garden Plot reserved: ☐ **Yes** – Plot No.: _____ ☐ **No** – waitlist (☐ Multi-Family ☐ Non-Multi-Family ☐ ADA), position: ____

B. Eligible Resident Verification

Eligible Resident status verified (Primary Gardener and all Co-Gardeners):
☐ Yes ☐ No (reservation cancelled) **ADA need confirmed:** ☐ Yes ☐ N/A
Verified by:_____ **Date:**_____

C. Amounts Due Before Permit Issuance

Due date (initial round: November 30, 2026):_____
Deposit: $_____
First installment – Annual Membership Fee (50% of annual fee, prorated if applicable): $_____
First installment – Water Fee (50% of annual fee, prorated if applicable): $_____
Less D.R. Horton Hawaii LLC credit (December 2026 / January 2027 Permits only, based on the month the Permit becomes effective): ($_____**)**
Total due before Permit issuance: $_____

D. Payment Received

Amount: $_____ **Date:**_____ **Check/MO No.:**_____ **Received by:**_____
☐ **Not paid by due date – reservation cancelled; Garden Plot reoffered on** _____

E. HCA FOB Verification Primary Gardener ☐ Co-Gardener(s) ☐ 1 ☐ 2 ☐ N/A

PERMIT

Garden Plot No.:_____ **Permit No.:**_____
Permit effective date:_____ **Approved by:**_____
Issue date:_____
Permit delivered to Gardener(s): ☐ Picked up ☐ Emailed **Date:**_____

HOʻOPILI COMMUNITY GARDEN AGREEMENT

*All applicants must sign and return this Hoʻopili Community Garden Agreement ("**Agreement**") acknowledging review and acceptance of the Hoʻopili Community Garden Rules. Capitalized terms used in this Agreement without definition shall have the meanings assigned to such terms in the Hoʻopili Community Garden Rules. It is the responsibility of the Primary Gardener to notify family members and Co-Gardeners about current garden updates, requirements, rules and regulations.*

Community Garden Location: The Urb

Date: _____

Purpose

This Agreement is a shared commitment to mālama ʻāina and grow food, friendship, and community resilience together. Our mission is to cultivate a healthy, inclusive and joyful space for all gardeners in our community.

ADA Applicant Requirement

Upon submission of an Application for an ADA Garden Plot, applicant may be asked to provide additional confirmation verifying the need for this accommodation in order to be assigned an ADA Garden Plot.

Gardener Responsibilities

I will use my plot to grow food, herbs and flowers using practices permitted under the Hoʻopili Community Garden Rules, including Section G and Exhibits E and F. I will show up to meetings and participate in organized garden cleanups per the rules and regulations. I will water wisely, care for my garden area and keep shared areas neat.

Community Expectations

Attend at least 2 garden events annually (which shall include at a minimum, the annual meeting and one organized garden cleanup). Be kind and respect other's properties including asking before cleaning or harvesting from other's plots.

Submit a Flex Request Form notifying plot coverage if temporarily unable to maintain the plot. Absences over 30 days without notice may result in reassignment of plot and garden privileges suspended.

Everyone's help is appreciated in keeping the community garden growing strong. Failure to follow the Hoʻopili Community Garden Rules and observance of posted notices and regulations may result in a loss of garden privileges.

Primary Gardener and Co-Gardener Assurances

I hereby voluntarily certify that the following are true:

1. *I am an owner of a dwelling unit in the Hoʻopili Community;*

2. *I live in the dwelling unit as my principal residence, and the dwelling unit is not rented or leased to anyone else (renters are not eligible); and*

3. *I am in good standing and have no outstanding fees, fines, assessments, or other amounts owed to the association of unit owners or community association governing my dwelling unit and Hoʻopili Community Association. HUAA and HCA will rely on this certification and do not independently verify my standing with the condominium association/AOUO governing my dwelling unit. A false certification is grounds to cancel my Garden Plot reservation or terminate my Permit.*

4. *I understand and agree that the Liability Waiver includes claims arising from water outages or interruptions, closures of the Community Gardens (in whole or in part), and any loss of or damage to plants*

or crops resulting from any such outage, interruption, or closure.

5. *I accept the assigned Garden Plot and all Community Garden areas, including areas outside the assigned Garden Plot, in their 'as is' condition, and agree not to alter any area outside the assigned Garden Plot.*

6. *I authorize HCA and its managing agent to confirm to HUAA my ownership, occupancy, and account standing with HCA for purposes of this Application.*

Initials for Items 1–6:

_____ _____ _____

Primary Gardener *Co-Gardener* *Co-Gardener*

Liability Waiver

*I hereby agree on behalf of myself, any of my family members, guests, and/or invitees participating in the community garden program, pursuant to a Permit issued by Hoʻopili Urban Agriculture Association ("**HUAA**"), to all of the above, and to voluntarily release, remise and forever discharge HUAA (including any GCC), Hoʻopili Community Association ("**HCA**") and the HCA Board ("**HCA Board**"), AG Management, Ltd., as managing agent for HUAA, and any successor managing agent for HUAA, Hawaiiana Management Company, Ltd., as managing agent for HCA, and any successor managing agent for HCA, D.R. Horton Hawaii LLC, D.R. Horton, Inc., and their respective parent companies, subsidiaries and affiliates, and their respective members, managers, officers, directors, agents and employees, except to the extent caused by the gross negligence or willful misconduct of a released party, from and on account of any and all past, present, and future potential claims, actions, causes of action, liabilities, costs, expenses and damages of any kind which I or any of my family members, guests, and/or invitees may have arising out of or relating to my or their participation in the community garden program in the Hoʻopili Community, including claims arising from or relating to any water outage or interruption; closure of the Community Gardens, in whole or in part; or any loss of or damage to plants or crops resulting from any such outage, interruption, or closure.*

Notification

All applicants/Gardeners submitting an Application may consent to receive text by providing prior written consent to receive text messages from HUAA/GCC. If an applicant/Gardener does not consent to text messaging, the applicant/Gardener must provide an email address to receive notifications from HUAA/GCC regarding the following: (i) Application status, including updates, approval, denial, and other Application-related communications; and (ii) Community Gardens communication, including but not limited to Community Gardens closures due to weather conditions, adjusted Community Gardens access hours, maintenance notices, operational updates, and any and all other related Community Gardens notifications. HUAA/GCC and the HCA Board shall not be responsible for any consequences arising from an applicant's/Gardener's failure to receive or review such notifications. HUAA/GCC and the HCA Board are not responsible for any fees or costs applicants/Gardeners may incur from receiving text notifications.

☐ **Check this box if you consent to receive text messages from HUAA/GCC. Text messages will be limited to informational and operational notifications related to the Community Gardens and/or your Garden Plot, as described in the above paragraph. You will not receive advertising or telemarketing text messages from HUAA.**

Agreement

By submitting this Agreement, I confirm that I have received, read, understood and agree to abide by and be subject to the Hoʻopili Community Garden Rules. *I understand that only the non-refundable Application Fee is submitted with the Application. A Garden Plot is offered and reserved on Reservation*

Day, or offered after Reservation Day, subject to HUAA's verification of my Eligible Resident status. After verification, the Deposit and first installment of the Annual Membership Fee and Water Fee are payable by the date specified by HUAA, and the Permit will be issued only after those payments are received. I agree on behalf of myself, any of my family members, guests and/or invitees participating in the Community Garden program, pursuant to a Permit issued by HUAA, to be bound by and to abide by all the rules and regulations and procedures contained in the Ho'opili Community Garden Rules. If I fail to obey the rules, or to comply with the terms of this approved Application, I grant HUAA or its designee and any of their officers, agents and employees the power to deduct any amount required to remedy my violations from my deposit, to file a claim against me to recover damages from me.

I have read and understand the Application, including the payment timing and Permit issuance conditions stated above, and accept these rules, terms, and conditions stated above for the participation with Ho'opili Community Gardens:

*Primary Gardener Signature:*_____*Date:* _____
Print Name: _____

*Co-Gardener Signature:*_____*Date:*_____
Print Name: _____

*Co-Gardener Signature:*_____*Date:*_____
Print Name: _____

Exhibit D
Flex Request Form

See attached.

FINAL FORM – PENDING HCA ADOPTION

Flex Request Form

Gardener Name:_____

Plot #: _____

Reason for Request:

- ☐ Travel
- ☐ Illness
- ☐ Family Emergency
- ☐ Work Obligation
- ☐ Other:_____

Start Date:_____End Date:_____

Backup Gardener:_____

Signature:_____

Date:_____

FINAL FORM – PENDING HCA ADOPTION

Ho‘opili Community Garden Rules
Exhibit E
Acceptable Fertilizers and Soil Amendments

Products are listed by product type; brand names are examples only. Use of any product is at the Gardener’s own risk and must follow the manufacturer’s label and all applicable laws. HUAA and HCA make no representations or warranties regarding the effectiveness, safety, suitability, or environmental impact of any product. Manure, sewage sludge, and products containing them are not permitted.

FINAL FORM – PENDING HCA ADOPTION

🌾 **1. Compost & Compost Blends**

- **Type:** Organic matter
- **Best for:** Soil amendment, long-term fertility
- **Sources:** Homemade, city green waste programs, store-bought
- **Highlights:** Builds soil, reduces waste, boosts microbial life
- **Community Use:** Great for building shared soil health over time

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🌼 **2. Worm Castings (Vermicompost)**

- **Type:** Solid or liquid (worm tea)
- **Best for:** Seedlings, soil health, container gardening
- **Nutrients:** Mild, slow-release NPK + beneficial microbes
- **Highlights:** Natural, low odor, improves soil structure
- **Community Use:** Excellent for recycling and waste management and communal compost programs

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🌱 **3. Dr. Earth Fertilizers**

- **Type:** Granular
- **Best for:** Vegetables, fruits, flowers, lawns
- **Ingredients:** Fish bone meal, alfalfa meal, kelp, beneficial microbes
- **Highlights:** Slow-release; feeds for months
- **Community Use:** Excellent for raised beds and shared gardens

---

🌾 **4. Espoma Fertilizers**

- **Type:** Granular & liquid options
- **Popular Products:** *Garden-tone*, *Tomato-tone*, *Plant-tone*
- **Best for:** Specific plant needs (veggies, herbs, flowers)
- **Ingredients:** Natural plant and animal byproducts + microbes
- **Highlights:** Long-lasting, low odor, slow-release
- **Community Use:** Reliable and easy for volunteers or shared gardeners

---

🍃 **5. Down to Earth Fertilizers**

- **Type:** Granular & powdered

- **Best for:** Vegetables, fruits, trees, and general soil health
- **Popular Blends:** *4-4-4 All Purpose*, *Tomato*, *Bio-Live*
- **Highlights:** Diverse nutrient profiles
- **Community Use:** Great for gardeners focused on regenerative soil practices

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🐟 **6. Alaska Fish Fertilizer (Lilly Miller/Alaska)**

- **Type:** Liquid
- **Best for:** Leafy greens, early-season growth
- **NPK:** Approx. 5-1-1
- **Highlights:** Fast-acting, promotes lush green growth
- **Note:** Has a fishy smell that dissipates
- **Community Use:** Great for compost teas and foliar feeding

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🌊 **7. Neptune's Harvest Fertilizers**

- **Type:** Liquid
- **Popular Products:** *Fish & Seaweed Blend*, *Seaweed Plant Food*
- **NPK:** Varies (e.g., 2-3-1 or 2-0-0)
- **Highlights:** Supports root growth and stress resistance
- **Community Use:** Ideal for spraying or watering cans in group plots

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🌼 **8. Synthetic Mineral-Based Fertilizers**

- **Type:** Synthetic; granular, slow-release, or water-soluble
- **Examples:** *Gaviota*, *Osmocote*, *Scotts*, *Sta-Green*, *Miracle-Gro Water-Soluble Fertilizers*
- **NPK:** Varies (e.g., 24-8-16 or 18-18-21)
- **Highlights:** Fast-acting, easy to mix, consistent results
- **Community Use:** Widely available and cost-effective but **should be used with care** to avoid over-fertilizing or runoff.

🧪 **9. Natural Fertilizers ("Korean" Natural Farming Inputs)**

- **Type:** Homemade or commercially available microbial and fermented inputs
- **Examples:** *Fermented Plant Juice (FPJ)*, *Fermented Fish Amino Acids (FFA)*, *Lactic Acid Bacteria (LAB)*, *Oriental Herbal Nutrients (OHN)*
- **Best for:** Enhancing soil microbial life, nutrient cycling, plant health and resilience
- **Ingredients:** Natural materials like indigenous microbes, plant extracts, fish amino acids, brown sugar, herbs
- **Highlights:** Supports soil biology and nutrient availability; often used as foliar sprays or soil drenches
- **Community Use:** Great for gardeners interested in regenerative practices and building soil health; may require some training or workshops to prepare and use correctly
- **Considerations:** Preparation can be labor-intensive; products vary by batch unless commercially purchased; education helps maximize benefits

✅ **Tips for Community Garden Fertilizer Use**

FINAL FORM – PENDING HCA ADOPTION

- **Post Clear Instructions:** Label storage and usage guidelines in shared spaces.
- **Avoid Over-Fertilizing:** Can harm plants and leach nutrients into groundwater.
- **Follow the Label: Use** only as directed by the manufacturer, and store products out of reach of children and pets.
- **Rotate Types:** Alternate between fish emulsion, compost, natural fertilizers when available and granular to support all-around growth.

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Hoʻopili Community Garden Rules
Exhibit F
Acceptable Pesticides

Products are listed by product type; brand names are examples only. Use of any pesticide not listed requires prior written approval from HUAA. Use of any product is at the Gardener's own risk and must follow the manufacturer's label and all applicable laws. HUAA and HCA make no representations or warranties regarding the effectiveness, safety, suitability, or environmental impact of any product.

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➢ **Homemade Resources**

🧄 **1. Homemade or Natural Sprays**

- **Examples:** Garlic spray, chili pepper spray, vinegar mixtures
- **Caution:** Always test a small area first.
- **Use:** Can deter pests but may need frequent reapplication.

⚠️ **Safety Tips:**

- Always read and follow the label instructions.
- Avoid spraying when bees or pollinators are active (typically midday).
- Apply in the early morning or late evening.
- Wear gloves and protective eyewear if needed.
- Even natural products can cause plant burn or affect sensitive species—spot test first.

➢ **EPA-Registered Product Types**
(Check registration status at www.epa.gov/safepestcontrol/search-registered-pesticide-products**)**

🌿 **1. Neem Oil-Based Products**

- **Example:** *Bonide Neem Oil*, *Garden Safe Neem Oil Extract*
- **Active Ingredient:** Azadirachtin
- **Use:** Controls a broad spectrum of pests including aphids, whiteflies, and spider mites. Also acts as a fungicide.
- **EPA Registration:** Yes

🧼 **2. Insecticidal Soaps**

- **Example:** *Safer Brand Insect Killing Soap*, *Bonide Insecticidal Soap*
- **Active Ingredient:** Potassium salts of fatty acids
- **Use:** Effective against soft-bodied insects like aphids, mealybugs, and whiteflies.
- **EPA Registration:** Yes

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3. Horticultural Oils

- **Example:** *All Seasons Dormant & Summer Spray Oil* by Bonide
- **Active Ingredient:** Refined petroleum oils
- **Use:** Controls overwintering insect eggs and larvae and suppresses fungal spores.
- **EPA Registration:** Yes

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4. Bacillus thuringiensis (Bt) Products

- **Example:** *Monterey Garden Insect Spray*
- **Active Ingredient:** Bacillus thuringiensis subspecies kurstaki
- **Use:** Targets caterpillars like cabbage worms and tomato hornworms.
- **EPA Registration:** Yes

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5. Diatomaceous Earth (Food Grade)

- **Example:** *Harris Diatomaceous Earth Food Grade*
- **Active Ingredient:** Diatomaceous earth
- **Use:** Mechanical insecticide that dehydrates and kills insects with exoskeletons.
- **EPA Registration:** Yes

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6. Spinosad-Based Products

- **Example:** *Monterey Garden Insect Spray*
- **Active Ingredient:** Spinosad
- **Use:** Controls a wide range of pests including thrips, leaf miners, and caterpillars.
- **EPA Registration:** Yes

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7. Pyrethrin-Based Products

- **Example:** *Bonide Pyrethrin Garden Insect Spray*
- **Active Ingredient:** Pyrethrins
- **Use:** Broad-spectrum insecticide effective against various pests.
- **EPA Registration:** Yes

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8. Potassium Bicarbonate-Based Fungicides

- **Example:** *GreenCure Fungicide*
- **Active Ingredient:** Potassium bicarbonate
- **Use:** Controls powdery mildew and other fungal diseases.
- **EPA Registration:** Yes

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9. Copper-Based Fungicides

- **Example:** *Bonide Liquid Copper Fungicide*
- **Active Ingredient:** Copper sulfate
- **Use:** Controls fungal and bacterial diseases on fruits and vegetables.
- **EPA Registration:** Yes

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10. Sulfur-Based Fungicides

- **Example:** *Safer Brand Garden Fungicide*

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- **Active Ingredient:** Elemental sulfur
- **Use:** Controls powdery mildew, rust, and other fungal diseases.
- **EPA Registration:** Yes

🐌 11. Slug & Snail Bait

- **Example:** *Sluggo by Monterey or* other iron phosphate baits
- **Active Ingredient:** Iron phosphate
- **Use:** Controls slugs and snails by disrupting their digestion; they stop feeding shortly after ingestion and die within days.
- **EPA Registration:** Yes
- **Application:** Rain-resistant; may be applied around vegetables, fruit trees, lawns, and ornamentals as directed on the label

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🐜 12. Ant Control

- **Example:** *Safer Brand Home Diatomaceous Earth Ant & Crawling Insect Killer* (food grade)
- **Active Ingredient:** Diatomaceous earth
- **Use:** Mechanical insecticide that dehydrates and kills insects with exoskeletons.
- **EPA Registration:** Yes

🔍 Tips for Effective Use

- **Read Labels Carefully:** Always follow the manufacturer's instructions for application rates and timing.
- **Apply During Appropriate Conditions:** Many products are best applied during early morning or late evening to minimize harm to beneficial insects.
- **Use Integrated Pest Management (IPM):** Combine chemical treatments with cultural, mechanical, and biological controls for sustainable pest management.
- **Store Products Safely:** Keep pesticides out of reach of children and pets and store them according to label instructions.

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Exhibit G
Garden Caretaker Committee Officer Duties

Capitalized terms used in this Exhibit without definition shall have the meanings assigned to such terms in these Rules. If and when the GCC is established, the Officers shall perform the following duties. Until the GCC is established, HUAA (or the Managing Agent) shall perform the functions assigned to the GCC or its Officers under these Rules.

1. **President**
    - Calls meeting to order.
    - Set up meeting agenda.
    - Represent the GCC at HUAA Garden Meetings and appoint one other Officer of the GCC to attend.
    - Responsible for garden inspections, including development of transparent and enforceable monitoring rules/process.
    - Work with Vice President and other garden inspectors, if any, to verify the following:
        - Bed tidiness;
        - Verify appropriate fertilizers; and
        - Check on garden tools and supply sheds, as applicable.
    - Work with Vice President to set up garden events (i.e. markets and community facing events).
    - In coordination with the Plot Officer, collect Flex Request Forms from any Gardener providing notification that Gardener is unavailable to maintain the Garden Plot due to travel, illness, family emergency, or other obligations, and Gardener designates a Backup Gardener. If a Garden Plot is unattended without a Flex Request Form, the President and Plot Officer shall notify HUAA, and any determination of abandonment and termination of the Permit shall be made in accordance with Section D.5 and Section J.
    - May delegate a vacant Officer's duties amongst the existing Officers until the vacant position is filled.

2. **Vice President**
    - Stand in for President when necessary.
    - Responsible for posting current rules and garden bylaws, if any, as well as notices deemed appropriate by the GCC and/or as required by HUAA to Community Gardens' bulletin boards.
    - Responsible for delegating monitoring duties.
    - Shall be the clean-up coordinator and coordinate quarterly clean-ups.
    - Set up garden events (i.e. markets and community facing events).
    - Work with approved providers for deliveries of garden growing supplies (i.e. mulch, soil, etc.) and communicate dates to Gardeners.
    - Shall be a garden inspector and verify the following:
        - Bed tidiness;
        - Verify appropriate fertilizers; and
        - Check on garden tools and supply sheds, as applicable.

3. **Secretary**
    - Records meeting minutes and forwards a copy to HUAA.
    - If and as provided in the GCC and Membership Meeting Procedures, collect notices of interest from Primary Gardeners seeking election as Officers.

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- Communicate/coordinate regular correspondence with HUAA, including scheduling special meetings as needed by HUAA and maintenance requests with HUAA (Liaison).
- Work with Treasurer on communications and requests made to HUAA.
- Set up and keep up-to-date bulletin boards where the minutes, notices, etc., are to be posted.
- Support garden inspection process by checking on the garden tools and supply sheds, as applicable.

4. Treasurer

- Track Applicant and Gardener payment status, as reported by HUAA, including Application Fee payments and, after HUAA has offered or reserved a Garden Plot subject to verification and verified the applicant's Eligible Resident status, Deposit and Annual Membership Fee and Water Fee payments.
- Oversee usage of Community Garden tools and their checkout procedures.
- All fees and funds are collected, held, and disbursed solely by HUAA under the License Agreement. The GCC shall not maintain any bank accounts or hold funds.
- May make recommendations to HUAA regarding Annual Membership Fees and the Fee Schedule, which shall be adopted by the HCA Board.
- Notify HUAA of late payments, including failure to pay the Deposit or first installment of the Annual Membership Fee and Water Fee by HUAA's specified deadline, and coordinate with HUAA on requests to HCA to deactivate HCA FOB access when privileges are revoked.

5. Plot Officer

- Maintain the Community Garden's Garden Plot inventory.
- Maintains waitlist for Garden Plots.
- Coordinate with HUAA in assigning available Garden Plots.
- Set up new Gardeners and conduct in-person orientations for new Gardeners, if any, which new Gardeners shall be required to attend; until the GCC is established, HUAA (or the Managing Agent) shall set up new Gardeners, and no orientation shall be required.
- Communicates to HCA to grant gate access.
- In coordination with the President, collect Flex Request Forms from any Gardener providing notification that Gardener is unavailable to maintain the Garden Plot due to travel, illness, family emergency, or other obligations, and Gardener designates a Backup Gardener. If a Garden Plot is unattended without a Flex Request Form, the President and Plot Officer shall notify HUAA, and any determination of abandonment and termination of the Permit shall be made in accordance with Section D.5 and Section J.

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End of Exhibit G