
House Rules of Makani Kai Marina

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Exhibits and Policies cited in this document are filed separately and are available in the Makani Kai Office.

Makani Kai Marina

HOUSE RULES AND REGULATIONS

Revised November, 2015

These Rules and Regulations (hereinafter called "House Rules") of Makani Kai Marina (hereinafter called "MKM") state clearly the responsibilities of the owners and unit residents (both hereinafter called "Residents") and of the Owner's Association (hereinafter called the "Association".) The House Rules have taken into consideration the desires of the Association and Board of Directors (hereinafter called the "Board"). They apply to all residents, their children, their guests, and by extension, those holding contractual agreements for rental of residential units and boat slips. These rules shall be enforced by the Board through the Managing Agent including any Manager appointed by the board. The Manager (hereinafter called "Manager") may consist of any single or combination of the following titles: Manager, General Manager, Resident Manager or Temporary Manager acting in the absence of the Manager.

1. GENERAL INFORMATION

- a. These House Rules apply to all Residents, slip renters, and guests.
- b. Violations of these House Rules and any damage to MKM common elements, as well as limited common elements, shall be reported to the Manager in accordance with procedures outlined below.
- c. In all cases requiring judgment in the enforcement of these House Rules, except those requiring direct action of the Board, the judgment of the Manager shall prevail, subject to Board review.
- d. All owners will be provided a copy of these House Rules. It is the responsibility of the owner to give a copy of the House Rules to their individual occupants. Additional copies may be requested from the Manager's Office.

2. PROCEDURES

If you encounter an infraction of the MKM House Rules, please follow the procedures outlined below:

- a. Make a valid diplomatic attempt to resolve the issue with your neighbor. (Note – If this is a visitor to the property or a neighbor you feel uncomfortable approaching, notify the Manager in person or in writing to assist in resolving the matter.)
- b. If your diplomatic attempt is unsuccessful, file a written complaint with the Manager detailing the time, date, nature of the complaint, and all parties involved. Also include a brief description of the attempt to resolve the issue.
- c. If this is a case of excessive noise, as outlined in section 3, Paragraph B, please call the Manager.
- d. Upon receipt of a written complaint, the Manager will investigate and notify the owner or unit property manager of the alleged violation. If there is a violation, failure to correct the infraction immediately and permanently will result in direction action from the Board or Legal Counsel for MKM.

3. RIGHTS OF OTHERS

- a. These House Rules are based on common courtesy and consideration for the rights, privileges, and feelings of others so that the general atmosphere is friendly, pleasant, and provides comfortable interaction between the Residents, Board, and Manager. The Board invites all residents to practice reasonable tolerance, remembering the close proximity in which we all live.
- b. No resident, guest of resident, or slip renter shall make excessive noise in the building(s) or any common area which could annoy or interfere with the rights, comforts, and convenience of neighbors. Radios, televisions, stereos, etc. must be played at reduced volumes between 10:00 PM and 8:00 AM, which is recognized as the MKM “Quiet Hours”.
- c. Outdoor cooking shall not be offensive to any neighbor or hazardous to the premises.
- d. Contractors are limited to the hours of 8:00 AM to 6:00 PM Monday through Friday and 9:00 AM to 6:00 PM on Saturday. No contractor work is allowed on Sunday.

4. VIOLATIONS

- a. The violation of these House Rules, the Declarations, or Bylaws shall give the Board, Managing Agent, and the Manager the right and responsibility to levy monetary fines upon the defaulting unit owner. If the violation continues, they also have the right to seek remedy by appropriate legal proceedings, either by law or equity. If the Board or Manager believes the violation seriously threatens the health or safety of persons or property, they have the right and responsibility to enter the unit or vessel where the violation exists and summarily remove or remedy the cause. This action can be taken without guilt of trespass on the part of the Board or the Manager. In both cases, all costs thereof, including attorney’s fees, shall be borne by the defaulting unit owner. (Association Bylaws, Article X, Section 2.)
- b. Unit owners are responsible for the actions of their family members, guests, employee, tenants, and boat slip renters. Owners are also responsible to make those persons aware of and ensure their compliance with these House Rules. Any fines or costs assessed, as a result of violations committed by these individuals will be levied upon the host (sponsoring) unit owner. That owner will be solely responsible to seek reimbursement from the violator if they so desire.
- c. The Board or Manager will notify the person(s) committing a violation of the following: (1) the nature of the violation; (2) the specific declaration provision, bylaw, or house rule being violated; (3) when the violation must be corrected; (4) the amount of fine or costs is assessed if any, and (5) when the payment is due. Notification will normally be made verbally, followed by a written notice of House Rules violation. In all cases a copy of the notice will be sent or delivered to the violator(s), the responsible unit owner, and the Managing Agent. An informational copy will also be provided to the Association’s attorney for third notices of the same violation.
- d. If fines are being levied or costs assessed, the Manager will identify and itemize these to the Association's Managing Agent for inclusion in the unit owner’s next monthly

statement. These fines and costs are due and must be paid to the Association no later than the first day of the month following their appearance on the statement. They must be collected in the manner and order specified in the current Assessment Payment Resolution as adopted by the Board. The Manager is also responsible to maintain a copy of the notice in the owner's unit file.

- e. Any Resident or guest found to be in violation of any House Rules governing health and safety (i.e. collection of pet waste, refueling in slip, or unsafe driving) will be fined \$100.00 for the first offense.

5. PARKING AND PARKING STALLS

- a. Residents shall park their automobiles, boats, trailers, recreational vehicles, motorcycles, and mopeds (hereinafter called "vehicles") in the spaces assigned to their unit, not on the MKM roadways or other common element. Parked vehicles must not protrude beyond the parking spaces as defined by the stall parking lines, block sidewalks, or driveways. *****No vehicle may be parked in the "Red No Parking Zones" and no vehicle may be parked longer than 15 minutes in the "Yellow Loading Zones", Unless otherwise specified.***** The Manager may direct that vehicles on common elements or in common areas or in another unit's marked parking stall be summarily removed at the owner's expense and the owner may be charged with trespassing. The owner of the vehicle will be held responsible for towing and incidental costs. The Manager is under no obligation to give notice of removal in the event of violation of parking regulations within MKM.
- b. It is the responsibility of each Resident to inform guests not to park in vacant assigned parking spaces unless prior arrangements have been made for such use.
- c. Guest parking in designated stalls or other appropriate locations shall be limited to 12 consecutive hours during a 24 hour period. Overnight parking by guests in excess of 12 hours is not permitted except by written permission from the Manager. A guest permit shall be displayed on the dashboard of the guest vehicle. Guest parking spaces are for the exclusive use of guests, and shall not be used by Residents.
- d. All vehicles operated on or parked on MKM property must have a current registration, safety inspection and insurance. Exceptions to this policy must be approved by the Board. Each Resident shall obtain a MKM vehicle identification sticker from the Manager's office. The Manager will register the vehicle for which the sticker is issued and maintain a file of vehicle parking registrations in the Manager's office. The MKM decal will be located either on the left side bumper or driver side windshield of the vehicle so that it is easily visible from the rear of the parking stall.
- e. No excessively noisy vehicle, or noisy contraption on a vehicle, shall be operated in any part of MKM. Additionally, any motorized vehicle such as a moped, scooter, powered Razor, or other powered vehicle may not be operated in any part of MKM for recreational purposes.
- f. No vehicle shall be left in a parking stall or elsewhere on the premises in visibly non-operative condition. Major vehicle repairs are not allowed on the premises.

Repairs that are not completed in 24 hours are considered to be major repairs. No vehicle may leak excessive oil or fuel on any portion of MKM property.

- g. Residents are responsible for removing unsightly or hazardous accumulations of grease, oil, or debris from their parking stalls.
- h. Car washing is restricted to two designated areas: one located near the main entrance mail station and one located near the marina mail station. A hose equipped with an automatic shut off nozzle must be used. The area is to be maintained and left in an orderly manner.
- i. Only wheeled conveyances (vehicles, bicycles, motorcycles, etc.) may be stored in the garage parking stalls. Storage for other items must be enclosed in the storage boxes.

6. RENTALS

- a. At the time of rental the owner or agent must provide the tenants' names and contact information to the MKM office. Tenants must register with the MKM office within ten(10) days of arrival.
- b. Residents, non-resident owners, or agents who rent, loan, occupy or otherwise permit occupancy of their units shall provide a copy of the House Rules to their occupants and ensure that they are familiar with all aspects of the House Rules. The owner shall assume responsibility for all the actions or omissions of his agent or the occupant of the apartment. The owner or agent is responsible for handling all day to day inquires for his or her occupant.
- c. No short term rentals (less than six months) are allowed in MKM. No unit may be used as a timeshare or vacation rental at any time.

7. MOVING IN / OUT

- a. The Manager must be notified at least five(5) working days prior to a planned move in or out by a rental tenant or an owner. This will ensure that no conflicts will occur in the expected transfer areas. The moving company name, telephone number and person responsible for the moving crew will be provided to the Manager by the owner or Property Manager
- b. All owners are permitted one no charge move in and move out. Owners who have more than one move in/out (e.g. in the case of rented units) will be charged a \$300.00 fee per move in/out.
- c. All moves performed by moving companies are to be completed on weekdays. If a move starts or extends beyond the designated hours of 8:00 AM to 5:00 PM the homeowner will be assessed an accumulating charge of \$100.00 per half hour.
- d. All entryways, sidewalks, driveways, and parking stalls shall be accessible and safe to transit during the transfer of items. Ingress to neighboring Units and their parking stalls must be maintained at all times. If a placement of a "POD" is necessary, the placement and location must be done with the Manager's permission.

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- e. Areas of the common element accessed and used by the moving crew during the transfer of goods, must be undamaged and clear of debris prior to the moving crew leaving the property. If a cleanup of the common element is required the owner will be charged a flat rate of \$250.00 plus any damage costs to return the common element to its original state.
 - f. A damage deposit in the amount of \$300.00 will be required five(5) working days prior to a moving crew having access to MKM property. The Manager is to ensure the accessed areas have been cleaned of all debris, including but not limited to nails, screws, packing materials, boxes, and food/beverage containers. Once the inspection has been deemed acceptable the damage deposit will be returned within five(5) working days.

8. RUBBISH

- a. Garbage, rubbish, and other trash shall be disposed of only in the dumpsters provided. Trash containing food and / or animal waste shall be securely wrapped before being placed in a dumpster. Specifically, fish or meat must be securely bagged before being placed in dumpsters to prevent offensive odors that attract insects and rodents.
- b. Hazardous wastes must be disposed of according to state and federal laws. No hazardous wastes, toxins, or comparable dangerous substances are to be disposed of in dumpsters. This includes batteries, paints, oils, tires, etc.
- c. All packing boxes must be broken down flat before being placed in dumpsters. Boxes, bags, or other containers holding packaging materials (foam, popcorn, shredded paper, etc.) must be securely taped to prevent spillage when the dumpsters are emptied.
- d. Residents are responsible for removal of discarded furniture, appliances, or other bulky items from the property. These items may not be placed in the dumpsters, left in the garages, or common areas. When buying a new appliance, the delivery company will normally haul away the old one for a small fee. Contact the Manager for other disposal options.
- e. The green waste dumpster is only to be utilized for the disposal of green waste (leaves, clippings, and branches) and is not to be used for any other purpose.

9. SAFETY

- a. Parents or legal guardians are responsible for the supervision of minors (persons under the age of 18) at all times. No bicycling, skateboarding, or roller skating shall be permitted in the garages, on the sidewalks, docks, deck areas, or lawns of the premises.
- b. No activity shall be engaged in and no substance introduced into or manufactured within any building which might result in violation of the law, in the cancellation of insurance, or increase the rate of insurance.
- c. Speed in excess of 10 mph will not be permitted within MKM. Appropriate action will be taken by the Manager or Board pursuant to the letter of the law. Tailgating, speeding and other reckless driving habits are a violation of these rules.

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- d. Motorized vehicles are permitted on the roadways only; they are not to be used on the sidewalks. The only exception to this will be the use of golf carts by maintenance crew or Manager through the property.
 - e. The use of fireworks of any kind within the premises of MKM is strictly prohibited.
 - f. Fires, for other than outdoor cooking, are not permitted.

10. PATIOS, PORCHES, LANAIS, and WINDOWS

- a. No textile items (clothes, bedding, laundry, towels, etc.) shall be hung on or from any lanai or patio railing for any purpose. Nor shall inappropriate textile items be hung in doorways or windows in such a manner as to be in view of persons outside the building.
- b. Only appropriate furniture and plants may be used on the lanais. Saucers must be placed under potted plant containers to prevent water leaks, stains, drips, and plant root damage. Any damage to the lanais by the plants will be the sole responsibility of the owner. Placement of objects on lanais should take into account the effect of high winds.
- c. Plants within the patios and lanais are the responsibility of the Resident. Plants must be maintained in a manner that prevents damage to buildings, sidings, and roofs. Plant roots and appendages must be maintained so as not to take root in any part of the apartment, lanai, deck, or fence structure. The Manager will give written notice to Residents who fail to properly maintain these areas. If the deficiencies are not corrected within the time specified, the Manager will take corrective action at the owner's expense.
- d. Owners are responsible for the routine maintenance and cleaning of their steps, lanais, and patios.
- e. The Association is not responsible for the repairs and/or replacement of any window, door, or sliding door.
- f. Lanai modifications, to include enclosures, repainting, installation of any deck covering such as stone or carpet, installations of shades and permanent screens, may not be accomplished without the written approval of the Board. All requests that could impact an adjacent Unit will be forwarded to the neighboring Unit owners for review and comment prior to Board consideration. (See section 14F)

11. PROJECT APPEARANCE

- a. No unsightliness within the view of neighbors or the public is permitted within the premises. This includes the common landscaped areas, roadways, parking areas, or marina. Objectionable items include, but are not limited to, trash containers, bulky trash items, inappropriate or decrepit furniture, unattended boating equipment, ladders, boxes, cans, and sporting equipment. Items of personal property, such as surfboards and water sports equipment, may only be stored within the apartment or the enclosed limited common areas of the apartment (fenced lanai or patio). In accordance with Association Bylaws, Article V, Section 1.05, signs or devices may

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- not be displayed from any building, window, door, or any other portion of the premises without written consent of the Board.
- b. Open house signs may be displayed on the property on Thursdays between 9:00 AM and 1:00 PM and on Sundays between 12:00 PM and 6:00 PM. A maximum of four signs are allowed. All signs must be free standing.

12. PETS

- a. All pets must be registered with the Manager's office.
- b. A reasonable number of dogs, cats, and commonly accepted home dwelling domestic animals that will be kept within the confines of the apartment, are allowed under such conditions that are approved by the Board. A reasonable number of pets is defined as two (2), i.e. two dogs, two cats, or one dog and one cat.
- c. Pets are not allowed in the common areas of MKM except when on a leash. Pet owners and handlers must immediately clean up any mess made by their pets on the property. Pets off the leash or displaying aggressive behavior should be reported to the Manager.
- d. Under no circumstances are guest's pets permitted at MKM.
- e. The Manager will verify all pet complaints in accordance with the established procedures. The Board will determine if a pet becomes a nuisance. Upon receipt of a signed complaint by three or more residents, or repeated complaints from a neighbor regarding pet noise, odor, or violations of these rules, the Board may determine that the pet is a nuisance and direct the pet owner to remove it from the premises. In these situations, the pet must be removed within two weeks of written notification by the Board.
- f. Residents are not to encourage the intrusion of wild chickens, ducks, birds or feral cats by feeding them.
- g. Pets deemed to be aggressive towards humans will be subject to immediate removal.

13. PROJECT MODIFICATIONS

- a. Any modification, addition, or change of the common elements, limited common elements or such areas requires prior approval by the Board. Common elements include the exterior of all buildings and structures on the property. It also includes all vegetation and ground areas outside the individual Unit lanai or courtyard.
- b. Do not walk on or place any object on the roofs. All building and carport roofs are strictly off limits except to authorized and trained personnel. Roof access must be authorized by the Manager. Any resulting damage will be the liability of the unit owner whose tenant, guest, maintenance person, or contractor has violated these restrictions.

14. BUILDING ADDITIONS

- a. No awnings, air conditioning units, or other projections shall be attached to either the outside walls or roof of any building or the exterior of any door or on the apartment lanais without prior written consent of the Board.

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- b. No radio, television or other antenna will be erected or installed anywhere within the premises without prior written consent of the Board. See Exhibit B / Satellite TV)
 - c. Solar heating and photovoltaic system installation is only permitted with Board approval, (See Exhibit A / Solar Heating Installation Guidelines)
 - d. Building modifications shall be allowed only with prior consent of the Board. All modification requests that could affect an adjacent Unit will be forwarded to the neighboring unit owners for review and comment prior to board consideration.
 - e. Requests for approval of building modification shall be submitted to the Board as an agenda item. Plans are to be submitted to the Board three weeks prior to the scheduled Board meeting and should include detailed descriptions of the work to be accomplished. Prior to construction, necessary building permits must be obtained. Alterations or additions to the Recreation Center must first be approved by the Board in the same manner as above.
 - f. Any existing or future building modification from the “Standard Unit”, is the full and complete responsibility of the unit owner. With regards to the maintenance and / or repair of that modification or affected common element.

15. GROUNDS MODIFICATIONS

- a. No cutting or trimming of trees and shrubs, digging in the ground, creating a garden area, or planning anything outside the lanai or court yard is allowed without prior written consent of the Board.
- b. Chemical treatment (application of herbicides or pesticides) on common area grounds and vegetation is strictly prohibited.
- c. Request for approval of grounds modifications shall be submitted to the Board as an agenda item. Each request must provide the specific reason for the modification and include photos, plans, and a complete description of the work to be accomplished. All requests will be forwarded to the neighboring unit owners for review and comment prior to Board consideration. When considering requests to plant trees or shrubs the Board will look at several factors: the long term impact on the residents and neighbors, the suitability and maintenance requirements of the plant, the size of the plant at full maturity both above and below ground and the proximity of the plant to property lines, buildings, and structures, underground utilities and other plants.
- d. The Board has given the Manager the authority to perform routine maintenance of the common area grounds and vegetation. This includes cutting or trimming of trees and shrubs to prevent safety hazards, the general health and shaping of the plant, or to eliminate a situation where the plant may be encroaching on, or damaging a building or structure on the property or neighboring properties. Residents may contact the Manager to request this type of cutting or trimming and in most cases, Board approval will not be necessary. However, requests to cut or trim for the sole purpose of providing a view will be referred to the Board as a modification request.

16. COMMON PASSAGEWAYS

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- a. The common passageways must not be obstructed or used for any purpose other than egress and ingress.
 - b. Storage is not allowed in the common passageways.

17. RECREATION CENTER AND PICNIC AREA

- a. Unless prior approval has been granted in writing by the Manager, the recreation center shall be open for use daily between the hours of 7:00 AM and 9:00 PM. At all other times it will be locked and secured.
- b. The Resident host is responsible for the conduct and safety of their guests utilizing the recreational center or picnic area. Non-resident guests are not allowed outside these designated areas unless accompanied by their host.
- c. No pets are allowed in the recreation center.
- d. Residents desiring to reserve the recreational center or picnic area for special events or activities, must submit a written request at least 14 days prior to the event; forms are available in the MKM Office. Requests are subject to availability and must be approved by the Manager or the Board. Prior approval by the Board is required if over 25 people are in attendance. Parking attendant, guest list, and entry gate notice are required if over 25 people in attendance. A \$50.00 non-refundable usage fee and a \$100.00 damage deposit check will be required at least seven(7) working days prior to the event.
- e. Return of the deposit check is contingent upon a determination by the Manager that the facilities have been returned to their original condition, clean and undamaged. Deposit checks are normally returned within five(5) working days.
- f. Reservation of the recreation center or picnic area does not include the use of the swimming pool, nor does it preclude the use of the restrooms by other residents and their guests.
- g. Additional rules are set forth in Exhibit C entitled "Recreational Area Rules".

18. SWIMMING POOL

- a. There is no lifeguard at the swimming pool. Users of the pool do so at their own risk. All pool users must possess the requisite swimming skills and maturity to use the pool safely or be in the care of someone who does.
- b. Children using the pool should be under adequate supervision to ensure their safety. Unaccompanied children should have the requisite swimming skills to use the pool safely. Parents and guardians are responsible for the safety of their children and therefore must determine if their children can safely be in the pool area without supervision.
- c. Infants and toddlers must wear "swim diapers" when in the pool.
- d. The Manager has the authority to deny pool use to anyone he feels is behaving in an unsafe manner to those in the pool area or the Residents adjacent to the pool.
- e. The pool and pool area will be open for use from 8:00 AM to 10:00 PM daily unless posted otherwise. Users of the pool after 9:00 PM must consider the neighboring

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- residences and keep all noise to a minimum. They must also vacate the area at or before 10:00 PM.
- f. The pool is for the exclusive use of Residents and their guests. Residents are responsible for the conduct of their guests. For safety purposes, Residents are responsible to ensure that the pool gate is closed and latched after entering or exiting the premises. For safety and liability purposes Residents should accompany their guests. Pool privileges do not extend to slip renters or non-resident Makani Kai Yacht Club members.
 - g. Pool users should shower before entering the pool, and remove hair pins or other loose items. If sunbathing, use only waterproof sun protection; baby oil is not allowed in the pool area.
 - h. Appropriate clothing will be worn in the pool area. Only garments designed as swimwear are acceptable in the pool. Street clothes or gym shorts are not allowed. T-shirts may be worn over a swimsuit for sun protection. No black swim fins, or other items which could mark or damage the pool are allowed.
 - i. Pets are strictly prohibited in the pool area at any time.
 - j. Due to the close proximity of the pool to the adjoining residences, users must keep all noise to a minimum; no yelling, screaming, running, or horseplay. Portable stereos equipped with headphones may be used in the pool area.
 - k. Food may not be consumed inside the pool area. Beverages are allowed in non-breakable containers. Glass containers are strictly prohibited. Properly dispose of empty containers in the receptacles provided.
 - l. Any special activities, or other than ordinary uses of the pool, must be approved by and coordinated with the Manager.
 - m. Basic rules are posted in the pool area and must be obeyed so that all may enjoy its use. Failure to follow the rules may result in loss of pool privileges.

19. FISHING

- a. Keep the fishing area clean and do not trespass on any vessels. Do not directly cut bait or clean fish on any structure of the marina. Use cutting boards. Dispose of any waste bait or fish parts in double sealed plastic trash bags before placing them in a dumpster.
- b. Guests must be accompanied by their Resident host while fishing.

20. MARINA

- a. No person shall use any type of chemicals nor discharge any type of fluid or material within the marina to cause pollution. Any person causing such a discharge will be responsible for the cost of cleanup. Slip owners are responsible for their slip renter.
- b. No refueling whatsoever may be conducted on the property, including the marina. (Refueling is defined as the transfer of fuel from a container to a vessel, or from one container to another container.) No fuel amount in excess of two 6 gallon approved containers may be transported on the property.
- c. The entire marina is a no-wake zone.

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- d. Owners who rent out a boat slip must provide to the Manager a copy of the signed Slip Lease Agreement, the renter vessel registration data, and proof of current liability insurance naming the Association as “ADDITIONALLY INSURED” in the minimum amount of \$500,000.00. Owners are required to provide their renters a copy of these rules and entrance gate keys. Additional rules are set in Exhibit D “Slip Renter Rules.”
 - e. A boat in the marina shall not be used as a live aboard (Bylaws, Article V, and Section 2.01).
 - f. Owners and Residents, their guests, and slip renters may not stay aboard their vessel in the marina for a period exceeding 3 days (72 hours) total in any calendar month and not to exceed 30 days in any calendar year.
 - g. Air conditioners, radar systems, and other high drawing electrical equipment are not allowed to be left continuously running on unattended vessels moored in the marina.
 - h. The description of the water area allotted to each boat slip as provided by the developer, approved by the Board, and posted in the office, is as follows. The boat slips are numbered consecutively from 101 to 181. All lengths are measured from the head of the common dock to the end of each finger plus additional footage determined by assessing the requirements for safe maneuvering in each basin and taking the most conservative figure for the base. Each boat slip is assigned to an apartment as set forth in the Horizontal Property Regime. Depths at mean low water are presumed to be 5 feet in the inner harbor (slips 101 through 153) and 7 feet in the outer harbor (slips 154 through 181). No contractual agreement exists which binds MKM AOA and/ or its Board of Directors to ensure the maintenance of any set depth of the marina, slips, or entrance channel at any given time. **The water area descriptions are further defined as follows:**
 1. Boat slips 101 through 111, and 115 through 136 (except slip 123; see # 4), the area is 34 feet long and 13 feet wide.
 2. Boat slip 112 the area is 34 feet.
 3. Boat slip 113 the area is 28 feet.
 4. Boat slips 114 and 123; the area is 38 feet and 13 feet wide.
 5. Boat slips 137, 138 and 139 the area is 38 feet long and 13 feet wide.
 6. Boat slips 140 through 151; the area is 38 feet and 14 feet wide.
 7. Boats slips 152 and 153; the area is 38 feet long and 14 feet wide.
 8. Boat slips 154 through 169 the area is 44 feet long and 15 feet wide.
 9. Boat slip 170, the area is 44 feet long and 22 feet wide.
 10. Boat slip 171, the area is 50 feet long and 20 feet wide. (beam limitation due to the design of the bulkhead)
 11. Boat slips 172 through 176, the area is 50 feet long and 17 feet wide.
 12. Boat slip 177, the area is 38 feet long and 17 feet wide.
 13. Boat slip 178, the area is 34 feet long and 17 feet wide.
 14. Boat slip 179, the area is 35 feet long and 17 feet wide.

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15. Boat slip 180, the area is 32 feet long and the use of the seawall but not to extend past an imaginary line drawn from the end of the dock to the point where the seawall turns.
16. Boat slip 181, the area shares a dock finger with 154 and is 44 long and includes the area to the adjacent seawall.
- i. The Board reserves the right to issue revocable variances to the physical description of these slips on an individual basis.
 - j. Boat slip rentals to other than individuals, i.e., organizations, partnerships, family businesses, or corporations, must have prior approval of the Board.
 - k. Prior to concluding any slip agreement or the vessel occupying the slip, the Manager must determine the suitability of that slip to satisfy the needs of the prospective slip renter and their vessel. This determination will be made in accordance with the physical description of the slip provided herein.
 - l. The Manager and staff may remove any improperly stowed equipment or paraphernalia from the marina area. The Board may direct the removal of any trailer, dolly, or other equipment from the premises at the expense of the owner responsible. Unidentifiable and unclaimed items may be considered abandoned and will be disposed of.
 - m. All vessels using the marina shall be maintained within the minimum requirements of the U.S. Coast Guard. The Manager or the Board may further require improvement in the appearance of any vessel. Lack of compliance to either of these conditions may be cause for legal action against the vessel's owner and/or the owner/lessor responsible.
 - n. The Manager shall have the discretion to properly secure any vessel found to be inadequately secured. The Manager and staff may board any vessel as needed to secure the vessel. Any costs incurred to properly secure a vessel will be borne by the responsible slip owner at a rate of \$50.00 per hour.
 - o. Dinghy rack spaces are available, on a limited basis, for rent to Residents so that small boats may be stored in a neat and orderly manner. Owners will be billed on their monthly statements according to a rate set by the Board, currently \$ 25.00 per month (effective 8/1/08).
 - p. All vessels shall be secured in an orderly manner and in accordance with standards of seamanship. Only standard fenders and rub strips may be used in the slips. The use of tires, hoses, or other makeshift fenders is not permitted. No structures, fixtures, or other equipment may be affixed to the docks, piers, or moorings without prior written approval of the Board. Dock fingers and gangways must be clean and clear of obstructions at all times. Lines and halyards shall be secured in such a way as to remain quiet during periods of high winds. Slip owners wishing to install a dock box must first submit a Project Request to the Manager for Board approval.
 - q. The slip owner and the vessel owner are responsible to notify the Manager of any defect in the slip, dock, or associated services.

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- r. When in use, dock electrical lines must not create a safety hazard for dock users. Electrical lines must be disconnected and stowed when the vessel is out of the slip.
 - s. Maintenance and minor repairs may be done to a vessel in its assigned slip, provided that the docks and other vessels and property are protected at all times.
 - t. On a limited basis, Residents may stow small boats on the outer seawall. All boats must be properly tied and secured; they must also be registered at the MKM Office and proof of insurance provided. Additional rules are set forth in exhibit B “Seawall Storage Rules”.
 - u. Barbecuing with open flames, wood, or charcoal is not permitted on any MKM dock; only gas or electric grills may be used on boats.
 - v. The end of the “B” dock (previously referred to as the “T Pier”) may be used as a temporary mooring from time to time at the discretion of the Manager or the Board.
 - w. No charter or other commercial use of a vessel shall be conducted.

21. SECURITY

- a. All owners, residents, and slip renters have an obligation to make the security of MKM a primary consideration at all times. Be alert to suspicious or unknown people, vehicles, and situations which includes unusual sources of smoke, fire, or water. Do not hesitate to investigate and notify the Manager, Fire Department, or Police if warranted. Do not attempt to directly confront a suspicious person yourself; promptly report them to the Manager or the Police.
- b. Residents are encouraged to always lock their vehicles and never store valuables inside. Make sure valuables which are stored in the garage are locked and secured. Boat owners should check their vessels often and properly secure valuables.
- c. Vehicles enter and exit MKM through the gates at Wailele Road. Each owner has been issued two plastic gate cards which open the entrance gate. Owners are responsible for the control, distribution, and use of these cards by tenants, guests, and slip renters. A maximum of three additional cards may be purchased at a price of \$50.00 each from the MKM office. Additional card purchases are permanent and non-refundable. Lost or stolen cards should be immediately reported to the Manager for deactivation.
- d. The vehicle entrance gate opens slowly; drivers must wait for it to completely open before entering. Tailgating is not permitted. Only one vehicle is allowed to enter or exit per gate cycle.
- e. The vehicle exit gate does not require a gate card; it is automatically activated when the vehicle stops and waits at the speed bump and “Stop” sign in front of the gate. The gate opens to the inside; Drivers must wait for it to completely open before proceeding out. If the gate starts to close before the vehicle has entered the swing path of the gate, the driver will have to reverse the vehicle back over the speed bump to reopen the exit gate.
- f. Once opened, both the entrance and exit gates will automatically start closing after a short delay. After the gate has completely opened, vehicles should move through smartly in order to stay clear of the gate. Stopping the vehicle part-way through the

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- gate or entering the swing path of the gate after it has started to close could result in damage to the gate and to the vehicle. The Association is not responsible for resulting vehicle damage and owners are responsible for gate damage caused by themselves, their family, guests, service personnel, tenant, or slip renter. Owners should thoroughly brief these individuals on the entrance and exit gate procedures.
- g. Pedestrian gates are provided at both the Wailele and Lilipuna entrances and at the swimming pool. One key fits all three gates. Keys may be purchased from the MKM office of an amount determined by the Board. Lost or stolen keys should immediately be reported to the office. When going in or out any of the pedestrian gates, residents please ensure that the gate completely closed and locks behind you.
 - h. The Manager will not open the entrance gate to let in visitors or service personnel in the absence of the Resident, unless specifically authorized to do so by the owner, agent, resident, or slip renter. These entries are to be made only during MKM Office Hours, 8:00 AM to 4:30 PM, Monday through Friday. To be placed on the Daily Access Roster, the office must be provided the visitors' or business' name and their expected date & time of arrival.
 - i. During posted business hours, the Manager may open the entrance gate for delivery companies. However, access to individual Units will be provided by prior arrangement only.

22. MISCELLANEOUS

- a. The Association shall not be responsible for loss or damage to personal property which is left by Residents or their guests in and about any of the common elements or limited common elements.
- b. Nothing may be posted on any of the Association bulletin boards without authorization from the Manager. Notices must be dated and removed after 30 days. The size of the notices shall be prescribed by the Manager. Commercial activity is not permitted on the bulletin boards or the interphone directory.
- c. MKM is zoned a residential community. No commercial activity shall be conducted in the marina or elsewhere within the premises.
- d. Exceptions. From time to time the Board may grant exceptions to the House Rules for an individual Resident or circumstances. However when that Resident moves out of MKM, the exception will be withdrawn, unless it is an exception specifically granted to all Residents.

23. PROPERTY DAMAGE AND INSURANCE DEDUCTIBLE

- a. The Association, as a common expense, maintains insurance coverage for fire, general liability, and personal injury losses. The coverage's have a deductible per claim. The responsibility for payment of the deductible portion of the loss settlement for property damage is set forth in the following paragraphs.
- b. When the damage to the common elements, limited common elements, or Unit is caused by the failure of the common element, the Association is responsible for insurance coverage and payment of the amounts below the Association's insurance

deductible except when such failure is caused by the willful or intentional misconduct of a Resident, guest, or visitor or slip renter. In the case of damage as a result of willful or intentional misconduct, the owner will be held responsible for expenses incurred.

- c. When damage to the common elements, limited common elements or Unit is caused by the failure of a privately owned fixture, appliance, hose, or other device which is not a common element of the Association, the responsible Unit owner is liable for payment to the Association for expenses incurred which are below the deductible level of the Association's insurance coverage, or for the actual monetary amount of the damage, whichever is less.

24. ADOPTION

These rules were adopted by the Board at its meeting held on October 16, 1990 and amended by the Board at its meetings on April 18, 1991; July 18, 1991; May 27, 1993, April 20, 1995, September 28, 1995, April 5, 1999; January 23, 2006; September 25, 2007; November 18, 2008; February 19, 2014; June 23, 2015 and are subject to revision by the Board from time to time in whole or in part. Interim changes to these house rules will be published in the form of Policy Letters and posted with the house rules until the next revision.

IN WITNESS WHEREOF, the President and Secretary of the Association have executed the house rules on _____

Bill Hannah, President, AOA MKM

Alfred Anderson, Secretary, AOA MK