

*Makani Kai Marina*

# **HOUSE RULES**

Revisions Adopted - October 22, 2019

---

---

# House Rules of Makani Kai Marina

---

---

## Table of Contents

Record of Changes.....	page 2
Section 1 DEFINITIONS.....	page 3
Section 2 GENERAL INFORMATION.....	page 4
Section 3 PROCEDURES.....	page 5
Section 4 RIGHTS OF OTHERS.....	page 6
Section 5 VIOLATIONS.....	page 6
Section 6 PARKING AND PARKING STALLS.....	page 7
Section 7 RENTALS.....	page 8
Section 8 MOVING IN/OUT .....	page 8
Section 9 RUBBISH.....	page 9
Section 10 SAFETY.....	page 9
Section 11 PATIOS, PORCHES, LANAIS AND WINDOWS.....	page 10
Section 12 PROJECT APPEARANCE.....	page 10
Section 13 PETS.....	page 11
Section 14 PROJECT MODIFICATIONS.....	page 11
Section 15 UNIT MODIFICATIONS AND ADDITIONS.....	page 12
Section 16 GROUNDS MODIFICATIONS.....	page 12
Section 17 COMMON PASSAGEWAYS.....	page 13
Section 18 RECREATION CENTER AND PICNIC AREA.....	page 13
Section 19 SWIMMING POOL.....	page 13
Section 20 FISHING.....	page 14
Section 21 MARINA.....	page 15
Section 22 SECURITY.....	page 17
Section 23 MISCELLANEOUS.....	page 18
Section 24 PROPERTY DAMAGE AND INSURANCE DEDUCTIBLE .....	page 18

Exhibits:

A – Resident Agreement to Comply with House Rules

B – Schedule of Fines

C – Guidelines for Satellite TV Installation

D – Solar Energy Device Installation

E – Slip Rental Rules

F – Seawall Storage Rules

House Rules of Makani Kai Marina

**RECORD OF CHANGES**

<b>Date of Change</b>	<b>Substance of Change</b>	<b>Paragraph</b>	<b>Date of Minutes</b>
07/14/15	Pool, removal of guest restrictions	Section 18,f	06/23/15
08/14/15	Contractor hours, rights of others	Section 3,d	07/14/15
10/10/19	Revision of House Rules	Document	10/22 /19
10/10/19	Exhibit "C"	Et Al.	10/22 /19
10/10/19	Exhibit "D"	Section I	10/22 /19

**Makani Kai Marina**  
**HOUSE RULES AND REGULATIONS**

Revised August 2019

These Rules and Regulations (hereinafter called "House Rules") of Makani Kai Marina (hereinafter called "MKM") are based on the Makani Kai Marina Association of Home Owners (hereinafter called the "Association") clearly state the responsibilities of the owners, renters and unit residents (hereinafter collectively called "Residents") and of the Association. The House Rules have taken into consideration the desires of the Owners Association and Board of Directors (hereinafter called the "Board"). They apply to all owners, residents, their children, their guests, and by extension, those holding contractual agreements for rental of residential units and/or boat slips. These rules shall be enforced by the Board through the Resident Manager appointed by the Board, and/or a contracted property management company hereinafter referred to as the "Managing Agent".

**1. DEFINITIONS**

- a. Apartment or Unit – means a physical or spatial portion of the Project designated for separate ownership or occupancy, the boundaries of which are described as follows: Walls, floors, or ceilings are designated as boundaries of the Unit, thus, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished surfaces, adjacent decks or lanais, all the walls and partitions which are not loadbearing within its perimeter walls, the inner decorated or finished surfaces of all walls, floors and ceilings and the built-in fixtures thereof are part of the unit, and all other portions of the walls, floors, ceilings are a part of the common elements. (Restated Declaration of Condominium Property Regime of Makani Kai Marina, p. 6, Section 4, recorded on February 23, 2015 as Document Nos. T-9184225 and A-5532061)
- b. Common Elements – The common elements include all of the Project except the apartments or units, specifically, but not limited to, the following:
  - (1) The land in fee simple;
  - (2) All foundations, bearing walls, walkways and landscaped areas;
  - (3) The roofs;
  - (4) All driveway areas and guest parking stalls;
  - (5) All ducts, electrical equipment, wiring and other central and appurtenant installations for services including power, light, cold and hot water, refuse and telephone; and
  - (6) The recreation building, swimming pool, recreation areas and marina save and except the reservations as to boat docks as otherwise provided herein.  
(Restated Declaration of Condominium Property Regime of Makani Kai Marina, p. 7, Section 5,)recorded on February 23, 2015 as Document Nos. T-9184225 and A-5532061)
- c. Limited Common Element – The limited common elements of the Project include specifically, but are not limited to, the following:
  - (1) Two parking stalls, bearing the same number as the apartment, reserved as

limited common element for the exclusive use of the apartment.

- (2) One boat dock in the marina as specified within the deed together with the right to use the boat slip space (the water area alongside the boat dock to which the boat is tied up and where the boat is intended to lie) is reserved for the exclusive use of each apartment.
- (3) Each floating finger pier in the marina for the exclusive use of the apartments to which the boat docks on the floating finger pier are appurtenant.
- (4) Any enclosed courtyard adjacent to an apartment is a limited common element reserved for the use of that apartment.
- (5) Any staircase serving an apartment is a limited common element reserved for the exclusive use of that apartment and any other apartment served by the staircase.

(Restated Declaration of Condominium Property Regime of Makani Kai Marina, p. 7, Section 6,) recorded on February 23, 2015 as Document Nos. T-9184225 and A-5532061)

- d. Liveaboard – The term “Liveaboard” means the use of boats moored in the marina as a primary residence.
- e. Project – Means the Makani Kai Marina condominium project.
- f. Stayaboard – The term “Stayaboard” means the occasional use of boats moored in the marina by residents, Owners and their guests as a temporary residence.

## 2. GENERAL INFORMATION

- a. Owners and Unit and/or Slip Renters must register with the Resident Manager prior to or within 48 hours of purchasing (as to Owners) or occupying their unit or slip (as to unit and slip renters). Owners shall update this information with the Resident Manager as appropriate.
- b. In all cases requiring judgment in the enforcement of these House Rules, except those requiring direct action of the Board, the judgment of the Resident Manager, in accordance with these rules, shall prevail.
- c. All owners will be provided a copy of these House Rules upon purchase of their unit, and the House Rules will also be available on the Makani Kai Marina website. It is the responsibility of the owner to give a hard copy of the House Rules to their individual occupants and renters. At the time a rental agreement is established and subsequently upon each revision of the House Rules, a signed receipt must be submitted to the Resident Manager from all owners, renters, and adult rental unit occupants acknowledging they understand and agree to comply with these rules. (see Exhibit A – “Resident Agreement to Comply with House Rules”)
- d. In the event of conflict between a rental agreement and these House Rules, the Association’s House Rules shall prevail and supersede the Rental Agreement.
- e. Violation of these House Rules are not tolerated. Any damage to MKM common elements, as well as limited common elements, due to violation of these rules shall be reported to the Resident Manager in accordance with the procedures outlined below.

- f. The House Rules are supplementary to, and not in lieu of, provisions governing MKM as set out in the Condominium Instruments. To the extent that the Declaration, Bylaws or House Rules are inconsistent, the following shall prevail in order noted: the Declaration, then the Bylaws, and then the House Rules.
- g. No Owner or Resident shall direct, supervise, or in any manner attempt to assert control over, request favors of any employee of the Association or the Managing Agent. Nor shall Owners or Residents employ in any manner for pay any employee of the Association or the Managing Agent during normal business hours. Except in an emergency, suggestions or complaints should be directed to the Board (through the Managing Agent), and not discussed with an employee or contractor of the Association. (see the MKM website for MKM Managing Agent contact information)
- h. Owners and Residents shall treat employees of the Association and Managing Agent with respect and courtesy at all times.
- i. Comments or complaints regarding the management of MKM or actions of other Owners, Residents or employees of MKM shall be made in writing, in the following order, to (1) the Resident Manager, (2) the Managing Agent and (3) the Board of Directors.
- j. The House Rules herein are currently in effect and are available on the Association's website [www.mkmarina.org](http://www.mkmarina.org).
- k. A hard copy of the current House Rules must be placed in all rental units by the Owner or Owner's Agent.
- l. All rental agreements for MKM rental units must include a provision and place for renters to acknowledge in writing (1) receipt of a hard copy of the MKM House Rules, (2) review of the MKM House Rules and (3) agreement to abide by all MKM House Rules.

### 3. PROCEDURES

As an owner or resident, if you encounter an infraction of the MKM House Rules, please follow the procedures outlined below:

- a. Make an immediate and 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 or if the person denies violating the MKM House Rules, notify the Resident Manager within 72 hours in person or in writing to assist in resolving the matter.)
- b. If your attempt is unsuccessful, file a written complaint with the Resident Manager detailing the time, date, nature of the complaint, and all parties involved. Also include a brief description of your attempt to resolve the issue.
- c. In the case of excessive noise, as outlined in Section 3, Paragraph b, please call/text the Resident Manager.
- d. Upon receipt of a written complaint, the Resident Manager will investigate and notify the Owner or Unit Property Manager of the alleged violation. If there is found to be a violation of the MKM House Rules, the Resident Manager will notify the Owner and the Resident of this violation and request immediate resolution. Failure of the Owner

and/or Resident to correct the infraction immediately and permanently will result in direct action from the Board or Legal Counsel for MKM.

#### 4. 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 MKM atmosphere is friendly, pleasant, and provides comfortable interaction between the Residents, Board, Resident Manager and staff. The Board encourages all residents to practice reasonable tolerance, remembering the close proximity in which we all live.
- b. No resident, guest of resident, or slip renter or their guest 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 p.m. and 8:00 a.m., which is recognized as the MKM “Quiet Hours”.
- c. Outdoor cooking shall not be done in any manner that would be hazardous to the premises or offensive to any neighbor.
- d. Smoking and vaping are prohibited in any MKM common area, including the marina. Smoking and vaping are permitted in any limited common area but shall not be offensive to any neighbor. Smoking and vaping shall be allowed in areas designated by the Board.
- e. Construction and Remodeling activities are limited to the hours of 8 a.m. to 6 p.m. Monday through Friday and 9 a.m. to 6 p.m. on Saturday. No construction or remodeling work is allowed on Sunday or Holidays.

#### 5. VIOLATIONS

- a. The violation of these House Rules, the Declarations, or Bylaws gives the Board, Managing Agent, and the Resident Manager the right and responsibility to levy monetary fines upon the defaulting unit owner. (Refer to Exhibit B, “Schedule of Fines”) If the violation continues or is repeated, the Board of Directors also has the right to seek remedy by appropriate legal proceedings, either by law or equity. If the Board or Resident 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 being guilty of trespass on the part of the Board or the Resident 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. Owners are responsible for the actions of their family members, guests, contractors, tenants and their guests, and boat slip renters and their guests. Owners are also responsible to make those persons aware of and to 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 unit owner.
- c. If fines are being levied or costs assessed, the Resident 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 Resident Manager is also responsible to maintain a copy of the notice in the owner's unit file. Nonpayment of fines and costs by their due date will result in further legal action.

- d. Any Resident or guest found to be in violation of any House Rules may be fined. Refer to Exhibit B, "Schedule of Fines".
- e. Owners may submit their concerns or issues with citations and fines to the Board of Directors. All submissions must be in writing within 30 days of the date the notice of violation was issued.

## 6. 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 on another common element. Parked vehicles must not protrude beyond the parking spaces as defined by the stall parking lines, or 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 pre-approved by the Resident Manager. The Resident Manager may direct that vehicles on common elements or in common areas or in another unit's marked parking stall without permission, be summarily removed at the vehicle owner's expense. The owner of the vehicle will be held responsible for not only towing and incidental costs but any fines associated with a citation for improper parking. The Resident 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 spaces are for the exclusive use of guests, and shall not be used by Residents.
- d. Guest parking in designated stalls or other designated 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 via a parking permit from the Resident Manager. A guest parking permit shall be displayed on the dashboard of the guest vehicle at all times it is parked at MKM.
- e. All vehicles operated on or parked on MKM property must have a current motor vehicle registration, safety inspection and insurance. Exceptions to this policy must be approved by the Board.
- f. All owners and residents shall register their vehicles with the Resident Manager. The Resident Manager will maintain a file of vehicle parking registrations in the MKM office.
- g. 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.



- h. No vehicle shall be left in a parking stall or elsewhere on the premises in visibly non-operational condition. Major vehicle repairs are not allowed on the premises. Repairs that cannot be completed within a 24 hour period are considered to be major repairs. No vehicle may leak oil or fuel on any portion of MKM property.
- i. Residents are responsible for removing unsightly or hazardous accumulations of grease, oil, or debris from their parking stalls within 24 hours of being notified of such violation.
- j. Car washing is restricted to two designated areas: one is located near the main entrance mail station and one is located near the marina mail station. The hose provided is equipped with an automatic shut off nozzle which must be used. The area is to be maintained and left in a clean and orderly manner.
- k. Only wheeled conveyances (vehicles, bicycles, motorcycles, etc.) may be stored in the garage parking stalls. Storage for other items must be enclosed in the unit's storage boxes.

## 7. RENTALS

- a. If using an Owner's Agent or Property Manager, Owners who intend to rent their unit must provide and maintain current contact information for said agent or manager with the Resident Manager prior to rental of the unit.
- b. At the time of rental, the owner or agent must provide the tenants' names and contact information to the MKM office. Tenants must register in-person with the Resident Manager at the MKM office within 48 hours of arrival.
- c. The owner shall assume responsibility for all the actions or omissions of his agent or the occupants of the apartment and their guests. The owner, property manager or owner's agent is responsible for handling all day-to-day inquiries for his or her occupant, including slip renters and/or their contractors.
- d. No short term rentals (less than six months) are allowed in MKM. No unit may be used as a nightly, weekly, time share or vacation rental at any time.

## 8. MOVING IN / OUT

- a. The Resident 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 Resident Manager by the owner, Owner's Agent or Property Manager.
- b. There will be a one-time fee of \$300 applied to the owner's account for each tenant move-in/out event. A check payment must be submitted to the Manager prior to move-in date. This rule does not apply to owner occupied units.
- c. All owners are permitted one (1) no charge move-in/out. Subsequent, move events will be charged \$300, assessed at the time of move-in.
- d. 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 a.m. to 6:00 p.m., the home owner will be assessed an accumulating charge of \$ 100.00 per hour.

- e. All entryways, sidewalks, driveways, and parking stalls shall be accessible and safe to transit during the transfer of items. Access 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 prior approval.
- f. 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 by MKM becomes necessary, the owner will be charged a flat rate of \$ 250.00 plus any damage costs to return the common element to its original state.
- g. Owners and renters shall ensure that all packing materials, other than boxes, associated with a move-in or move-out undertaken by a moving company shall be removed from MKM by said company.

## 9. RUBBISH

- a. Littering of any type within MKM will not be tolerated.
- b. 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.
- c. 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 the dumpsters. This includes batteries, paints, oils, tires, antifreeze, etc.
- d. 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.
- e. Residents are responsible for removal of discarded furniture, appliances, or other bulky items from the property. These items may not be placed in or near the dumpsters, left in the garages, or common areas. Bulky items are to be placed outside of the exit gate the evening prior to the City & County’s scheduled pick-up date. Never place bulky items in or near garage or trash dumpsters.
- f. 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.

## 10. 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 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, or the cancellation of insurance, or increase the rate of insurance.
- c. Speed in excess of 10 mph will not be permitted within MKM. Tailgating, speeding, entering the premises through the exit gate and other reckless driving habits are a violation of these rules.

- d. Only motorized vehicles and bicycles are permitted on the roadways and shall be parked in assigned stalls; they are not to be used on the sidewalks. The only exception to this will be the use of golf carts by the maintenance crew or Resident Manager through the property.
- e. The use of fireworks of any kind within the premises of MKM is strictly prohibited.
- f. Fires are not permitted anywhere on the property. Barbecue or hibachi cooking using charcoal are not permitted on wooden decks.

#### 11. PATIOS, PORCHES, LANAIS, and WINDOWS

- a. Excluding the exhibition of State and National flags, no textile items (clothes, bedding, laundry, towels, etc.) shall be hung on or from any lanai or patio railing for any purpose.
- b. Each occupant who shall install drapes agrees to have them lined with a white or neutral shade solid colored material so that when viewed from the outside the exterior of the buildings will present a uniform appearance.
- c. 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 so as not to cause any damage.
- d. 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, fence structure or common element. The Resident 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 Resident Manager will take corrective action at the Owner's expense.
- e. Owners are responsible for the routine cleaning of their steps, lanais, and patios.
- f. Excluding the originally constructed fixed frame non-opening windows, the Association is not responsible for the repairs and/or replacement of any window, door, or sliding door.
- g. 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 prior 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)

#### 12. 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, and/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 out

of sight in 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 not be displayed from any building, window, door, or any other portion of the premises without prior written consent of the Board.

- b. Open House signs may be displayed on the property on Thursdays between 9:00 a.m. and 1:00 p.m. and on Sundays between 12:00 p.m. and 6:00 p.m. A maximum of four signs are allowed. All signs must be free standing and removed promptly upon completion of the open house.

### 13. PETS

- a. All unit/slip owner, unit renter and slip renter pets must be registered with the Resident Manager at the MKM 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 cleanup any mess made by their pets on the property and dispose of it in the dumpsters and not the green waste or Recreation Center (also known as the Clubhouse) trash cans. Pets off the leash or displaying aggressive behavior should be reported to the Resident Manager.
- d. The Resident 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.
- e. Residents are not to encourage the intrusion of wild chickens, ducks, birds or feral cats by feeding them.
- f. Pets deemed to be aggressive towards humans will be subject to immediate removal.
- g. Assistance animal as defined by Chapter 515, Hawai`i Revised Statutes, and the rules of the Hawai`i Civil Rights Commission are not pets but must obey the same rules as pets.

### 14. 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.
- b. Modifications also include all vegetation and ground areas outside the individual Unit lanai or courtyard.

## 15. UNIT MODIFICATIONS AND ADDITIONS

- a. No new awnings, air conditioning units, or other projections shall be attached to either the outside walls, windows or roof of any building or the exterior of any door or on the apartment lanais without prior written consent of the Board.
- b. No radio, television or other antenna will be erected or installed anywhere within the premises without prior written consent of the Board except as required by the rules of the Federal Communications Commission. (See Exhibit C – “Guidelines for Satellite TV”)
- c. Solar heating and photovoltaic system installation is only permitted with Board approval, (See Exhibit D – “Solar Energy Device Installation”)
- d. Replacement of all exterior doors and windows shall be allowed only with prior written consent of the Board.
- e. Building modifications shall be allowed only with prior written 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.
- f. 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 next scheduled Board meeting and must include detailed descriptions of the work to be accomplished. Prior to construction, any required building permits must be obtained.
- g. Any “existing or future” building modification, is the full and complete responsibility of the unit owner, including the maintenance and/or repair of that modification or affected common element.

## 16. GROUNDS MODIFICATIONS

- a. No cutting or trimming of trees and shrubs, digging in the ground, creating a garden area, or planting anything outside the lanai or court yard (hereinafter referred to as grounds modification) is allowed without prior written consent of the Board. A record of all such approvals for each unit shall be maintained by the Resident Manager.
- 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 three weeks prior to the next scheduled Board meeting. 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 viewshed of the owners and MKM property, 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 or maintaining a view will be referred to the Board as a modification request.

#### 17. COMMON PASSAGEWAYS

- 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.

#### 18. RECREATION CENTER AND PICNIC AREA

- a. Unless prior approval has been granted in writing by the Resident 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 for a special event or activity is responsible for the conduct and safety of their guests utilizing the Recreation Center or any 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 Recreation Center or a picnic area for special events or activities, must submit a written request to the Resident Manager at least 14 days prior to the event for those events involving up to 25 people and 30 days prior to the event for those events involving over 25 people; forms are available online and in the MKM Office. Requests are subject to availability and must be approved by the Resident 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 will be 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 Resident Manager that the facilities have been returned to their original condition, cleaned 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 exclusive use of the swimming pool, nor does it preclude the use of the rest rooms by other residents and their guests.

#### 19. 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. Parents and guardians are responsible for the safety of their children at all times and

therefore must determine if their children can safely be in the pool area without their supervision.

- c. Incontinent persons such as, but not limited to infants and toddlers must wear “swim diapers” when in the pool.
- d. The Resident Manager has the authority to deny pool use to anyone who is behaving in an unsafe manner in the pool area.
- e. The pool and pool area will be open for use from 8:00 a.m. to 9:00 p.m. daily unless posted otherwise. Users must vacate the area at or before 9:00 p.m..
- 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.
- g. Unless specifically authorized by the Resident Manager or Board in conjunction with an approved Recreation Center or picnic area reservation, no more than 8 guests per unit shall be permitted in the pool area at any one time.
- h. Pool users should shower before entering the pool, remove hair pins or other loose items and use only waterproof sun protection. (Baby oil is not allowed in the pool area).
- i. Appropriate clothing must be worn in the pool area. Only garments designed as swimwear are acceptable in the pool. Street clothes, cutoff jeans or gym shorts are not allowed. T-shirts may be worn over a swimsuit for sun protection. No items that may mark or damage the pool are allowed.
- j. Pets are strictly prohibited from the pool area at all times.
- k. All noise must be kept to a minimum. No diving into the pool or running and horse playing on the pool deck are allowed.
- l. Food may not be consumed inside the pool area. Beverages are allowed in non-breakable containers only. Glass containers are strictly prohibited. Residents and their guests must properly dispose of all empty containers and trash in the receptacles provided.
- m. Any special activities, other than ordinary uses of the pool, must be approved by and coordinated with the Resident Manager.
- n. 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 fines.

## 20. FISHING

- a. Fishing is allowed within the property. Fisherman must observe local and state regulations, as well as signs and notices posted on property.
- b. Gill netting is prohibited anywhere on the property, as well as the setting of any nets, lines, or other which may obstruct navigable waterways. Boarding any boat for the purposes of fishing without prior permission is considered trespassing.
- c. Anyone fishing within Makani Kai property is responsible for cleaning up after themselves, and shall not accumulate or leave behind bait, fish, entrails, or other organic matter and garbage on docks, roadways, or anywhere on the property.

- d. Guests must be accompanied by their Resident host while fishing.

## 21. MARINA

- a. No person shall use any type of chemicals nor discharge any type of fluid or material within the marina that causes pollution. Any person causing such a discharge will be responsible for the cost of cleanup. Slip Owners are responsible for their slip renter.
- b. Refueling boats in the marina is restricted to fuel containers not to exceed 6 gallons. The person conducting the refueling must take precautions to preclude spilling any fuel into the marina. If an accidental fuel spill has occurred, notification of the Manager is required to mitigate the impact to the marina. In addition, the slip owner may be subject to fines imposed in accordance to the House Rules.
- c. The entire marina up to 100 yards beyond the outer seawall is a no-wake zone.
- d. Prior to vessel arriving on property, 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 will be responsible to maintain a policy of liability insurance and upon annual renewal provide a copy to the Manager for the MKM office records. Owners are required to provide their renters a copy of these rules and entrance gate keys.
- e. Owners are responsible in allowing entry to their slip renters and their guests. Additional rules are set in Exhibit E “Slip Renter Rules”.
- f. A boat in the marina shall not be used as a live aboard (Bylaws, Article V, and Section 2.01).
- g. 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. For security purposes, Owners, owner’s guests and slip renters intending to stay aboard must pre-register their intent to do so with the Resident Manager.
- h. 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.
- i. Owners and their renters must abide by the Association’s governing documents set forth in its Bylaws and Declaration.
- j. The Board reserves the right to issue revocable variances to the physical description of these slips on an individual basis based on written requests from Owners.
- k. Boat slips rented to other than individuals, i.e., organizations, partnerships, family businesses, or corporations, must have prior approval of the Board.
- l. Prior to approving any slip agreement or the vessel occupying the slip, the Resident Manager shall determine if the vessel is in compliance with MKM Slip Rental rules and regulations (as stipulated in Exhibit E “Slip Rental Rules”), and the suitability of the slip to satisfy the needs of MKM and the prospective slip renter and their vessel. The Resident Manager’s determination will be made in accordance with the physical description of the slip provided.
- m. The Resident Manager and staff will remove any improperly stowed equipment or paraphernalia from the marina area and the seawall. The Board may also direct the



removal of any trailer, dolly, or other equipment from the premises at the expense of the Owner. Unidentifiable and unclaimed items will be considered abandoned and will be disposed of.

- n. All vessels using the marina shall be operational and maintained within the minimum requirements of the U.S. Coast Guard. The Resident 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 fines or legal action against the vessel's owner and/or the Owner/lessor responsible.
- o. The Resident Manager shall have the discretion to properly secure any vessel found to be inadequately secured. The Resident Manager and staff may board any vessel as needed to secure the vessel or to ensure the safety of the marina or neighboring vessels. Any costs incurred to properly secure a vessel will be borne by the responsible slip owner/renter at a rate of \$50.00 per hour (with a 1 hour minimum).
- p. Dinghy rack and outer seawall spaces are available, on a limited basis, for rent to Resident Owners 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. All rack spaces may be rented annually on a first come first served basis. Agreements cannot be transferred to new owners/renters. The Resident Manager will maintain a copy of each agreement and a waiting list for any space. As spaces become available, the rack space will be rented to the next owner on the list. Additional rules are set forth in Exhibit F "Seawall Storage Rules".
- q. All vessels shall be secured in an orderly manner and in accordance with standards of seamanship. 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. Boarding steps shall be of a type that are commercially available and constructed of materials that are not subject to termites or rot. Boarding steps shall not block the finger pier by more than 60% of the finger pier width to allow for safe passage by others. Dock boxes must be uniform in nature and be approved by the Resident Manager or Board of Directors prior to installation. The addition and installation of "rub strips" or fenders that are physically attached to the docks or finger piers are prohibited without prior approval by the Resident Manager or Board of Directors. Dock cleats shall only be installed by the MKM staff. Slip Owners wishing to install a dock box or make modifications to the dock or finger piers must first submit a Project Request to the Resident Manager for Board approval. MKM provides fire extinguishers on each dock. If a fire extinguisher is used by an owner/renter for the sole purpose of use on their vessel, the extinguisher must be replaced by this owner/slip renter. If the extinguisher is used on the docks or other MKM property, MKM will be responsible to replace the extinguisher.
- r. The slip Owner and the vessel owner are responsible to notify the Manager of any defect in the slip, dock, or associated services.

- s. 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 and the circuit breaker de-energized.
- t. 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.
- u. Barbecuing is not permitted on any MKM dock. Only gas or electric grills may be used on boats while in the marina.
- v. The end of the “B” dock 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 activity within the marina shall be conducted, including the boarding or de-boarding of paying passengers.

## 22. SECURITY

- a. All Owners, Residents, and slip renters have an obligation to make the security of MKM a primary consideration at all times. Residents must be alert to suspicious or unknown people, vehicles, and situations which include unusual sources of smoke, fire, or water. Residents should not hesitate to investigate and notify the Manager, Fire Department, or Police any time it is warranted. Residents should not attempt to directly confront a suspicious person but should promptly notify the Manager or the Police.
- b. Residents are encouraged to always lock their vehicles, never store valuables in them and make sure all valuables in the garage storage boxes are locked and secured. Boat owners should check their vessels often and secure all valuables properly.
- c. Vehicles must enter and exit MKM through the gates at Wailele Road. Each Owner has been issued two plastic gate cards/fobs/transmitters which open the entrance gate. Owners are responsible for the control, distribution, and use of these items by tenants, guests, and slip renters. A maximum of three additional cards/fobs/transmitters may be purchased at the MKM office at a cost determined by the Board. Purchases are permanent and non-refundable. Lost or stolen cards must be immediately reported to the Manager for deactivation and maybe replaced at the owner’s expense.
- 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 is automatically activated when the vehicle stops and waits at the “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 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 to get clear of the gate. Stopping the vehicle part-way through the gate or entering the swing path of the gate after it has started to close could result in damage to the gate and/or 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 Waialele and Lilipuna entrances and at the swimming pool. One key fits all three gates. Keys may be purchased from the MKM office at a cost determined by the Board. Lost or stolen keys must be immediately reported to the Manager or MKM office. When going in or out any of the pedestrian gates, residents must ensure that the gate completely closes and locks.
- h. The Manager will not open the entrance gate to let in visitors or service personnel in the absence of the Resident for liability and safety reasons. Owners and their agents are responsible for allowing access to their tenants and their guests, slip renters and their guests, contractors, delivery companies, etc..
- i. Residents shall not open the vehicle or pedestrian gates to let in any person whom, or vehicle which, they are not acquainted.

### 23. 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 or the Board. Notices must be dated and removed after 30 days or as indicated on the approval by the Manager or the Board. The size of the notices shall be prescribed by the Manager or the Board. 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. From time to time the Board may grant written exceptions to the House Rules for an individual Resident and/or under special circumstances. However, exceptions are not transferrable and when that Resident moves out of MKM, the exception will be withdrawn, unless it is an exception specifically granted to all Residents.

### 24. PROPERTY DAMAGE AND INSURANCE DEDUCTIBLE

- a. The Association, as a common expense, maintains insurance coverage for fire, general liability, and personal injury losses. Each coverage has a separate 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, visitor or slip renter. In the case of damage as a result of willful or intentional misconduct, the Owner will be held responsible for all 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 item which is not

a common element of the Association, the responsible Unit Owner is liable for payment to the Association for all expenses incurred which fall below the deductible level of the Association's insurance coverage, or for the actual monetary amount of the damage, whichever is less.

END OF DOCUMENT



# Makani Kai Marina

45-995 Waialele Rd., #81 Kaneohe, HI 96744 808-235-4416 / [manager@mkmarina.org](mailto:manager@mkmarina.org)

(Revised 10 / 2019)

## Exhibit A - Resident Agreement to Comply with House Rules

When executed, the Owner(s), Renter(s) or Occupant(s), as listed below, of Makani Kai Marina Unit \_\_\_\_\_ acknowledge having received and reviewed the Makani Kai Marina House Rules and agree to comply with all rules and regulations as stated in the Makani Kai Marina House Rules. The Owner(s), Renter(s) or Occupant(s) has the responsibility to obtain any revisions/updates to these rules and comply with any revision/changes upon the effective date thereof.

Signature of Owner, Renter, Occupant: \_\_\_\_\_

Printed Name of Owner, Renter, Occupant: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Signature of Owner, Renter, Occupant: \_\_\_\_\_

Printed Name of Owner, Renter, Occupant: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Signature of Owner, Renter, Occupant: \_\_\_\_\_

Printed Name of Owner, Renter, Occupant: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Signature of Owner, Renter, Occupant: \_\_\_\_\_

Printed Name of Owner, Renter, Occupant: \_\_\_\_\_

Date Executed: \_\_\_\_\_

Witness: Signature of Makani Kai Marina Resident Manager: \_\_\_\_\_

Printed Name of Makani Kai Resident Manager: \_\_\_\_\_

Date Executed: \_\_\_\_\_



# Makani Kai Marina

45-995 Waialele Rd., #81 Kaneohe, HI 96744 808-235-4416 / [manager@mkmarina.org](mailto:manager@mkmarina.org)

## **Exhibit B: Schedule of Fines**

(Revised 10 / 2019)

### General

Article X, Section 5. Abatement and Enjoinment of Violation by Apartment Owners of the Restated Bylaws of the Association of Apartment Owners of Makani Kai Marina, Inc. states “The violation of any rule or regulation adopted by the Board of Directors, or breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right to levy fines upon Apartment Owners as specified in the Rules and Regulations ...”. Accordingly, the Board of Directors has established this Schedule of Fines pertaining to violations of the Makani Kai Marina House Rules.

Owners of units within Makani Kai Marina are required to comply with the Makani Kai House Rules. Unit Owners are responsible for the compliance of their unit and/or slip renters with the Makani Kai Marina House Rules and Exhibits thereto. Depending upon the rule violated, a first violation of a Makani Kai Marina House Rule will generally result in a written warning being issued to the Unit Owner, and if the unit or slip is rented and the violator is a renter, a copy provided to the renter. Also second and subsequent violations of any Makani Kai Marina House Rules will result in the Notice of, and Assessment of an automatic fine to the Unit Owner, with a copy of the notice provided to a unit or slip renter if applicable. In addition to the assessment of fines, continued violation of one or more Makani Kai Marina House Rules will also result in the matter being referred to legal counsel to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity. The continuance of any such breach and all costs thereof, including attorney’s fees (to the extent permitted by law), shall be borne by the defaulting Unit Owner.

Table 1 provides a schedule of fines to be applied to violations of the Makani Kai Marina House Rules.

To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

Table 1. Schedule of Fines Applied to the Second and Subsequent Violations of the Makani Kai Marina House Rules

House Rule Violated	House Rules Reference	Fine by Offense				
		1st	2nd	3rd	4th	Over 4
Any House Rule Except Those Listed Below	N/A	Written Warning	\$25.00	\$50.00	\$100.00	\$150.00
Unauthorized Parking in Another Resident's Stall; Parking in Any Red Zone; Parking Longer than 15 Minutes in Any Yellow Loading Zone	6. Parking and Parking Stalls, Subparts a. and b.	\$25.00	\$50.00	\$100.00	\$150.00	\$175.00
Unauthorized Resident Parking in any Guest Parking Stall	6. Parking and Parking Stalls, Subpart c.	\$25.00	\$50.00	\$100.00	\$150.00	\$175.00
Unauthorized Guest Parking in Excess of 12 Hours in a 24 hour Period or Overnight in excess of 12 hours	6. Parking and Parking Stalls, Subpart d.	\$25.00	\$50.00	\$100.00	\$150.00	\$175.00
No Short Term Rentals (less than six months); No Unit May be Used as a Nightly, Weekly, or Vacation Rental .	7. Rentals, Subpart d.	\$200.00	\$250.00	\$300.00	\$350.00	\$400.00
Failure to Notify Resident Manager of Planned Move.	8. Move In/Out, Subpart a.	\$25.00	\$50.00	\$100.00	\$150.00	\$175.00
Speed in Excess of 10 mph; Tailgating Through Entrance		\$75.00	\$100.00	\$125.00	\$150.00	\$175.00

Gate; Entering Premises Through Exit Gate, Reckless Driving	10. Safety, Subpart c.					
Failure to Clean Up After Pets and Properly Dispose of Pet Waste	13. Pets, Subpart c.	\$75.00	\$100.00	\$125.00	\$150.00	\$175.00
Hosting of an Unapproved Activity at the Recreation Center Involving More Than 25 Persons.	18. Recreation Center, Subpart d.	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00
Consumption of Food in Pool Area, Possession of Beverages in Breakable Container in Pool Area	19. Swimming Pool, Subpart l.	\$25.00	\$50.00	\$75.00	\$100.00	\$150.00
Use or Discharge of Any Type of Chemicals, Fluid or Material Within the Marina that Causes Pollution.	21. Marina, Subparts a. and b.	\$100.00 plus cost of cleanup	\$150.00 plus cost of cleanup	\$200.00 plus cost of cleanup	\$250.00 plus cost of cleanup	\$300.00 plus cost of cleanup
Failure to Maintain Vessel in an Operational state and within the Minimum Requirements of Makani Kai and the U.S. Coast Guard	21. Marina, Subparts d. and n.	\$100.00	\$150.00	\$200.00	\$250.00	\$300.00
Charter or Other Commercial Activity within the Marina	21. Marina, Subpart x.	\$200.00	\$250.00	\$300.00	\$350.00	\$400.00





# Makani Kai Marina

45-995 Waialeale Rd., #81 Kaneohe, HI 96744 808-235-4416 / [manager@mkmarina.org](mailto:manager@mkmarina.org)

## EXHIBIT C - SATELLITE TV INSTALLATION

(Revised 10 / 2019)

### I. ANTENNAS

#### I. Background

This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of Makani Kai Marina in conformance with the Over-The-Air Reception Devices (“OTARD”) rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S. § 1.4000 et seq.), as amended [“FCC Rule”] governing installation of certain antennas described below.

This Antenna Installation Policy shall be binding upon all owners, occupants, tenants, and other persons using the condominium project and shall supersede any previously adopted rules on the same subject matter.

#### Antenna Installations Affected by the FCC Rule

The only antennas which are covered by the FCC Rule are:

- (1) Dish antennas one meter or less in diameter used to receive direct broadcast satellite service, including direct-to-home satellite services or to receive or transmit fixed wireless signals via satellite; or
- (2) Antennas one meter or less in diameter or diagonal measurement used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, otherwise known as “wireless cable” services or to receive or transmit fixed wireless signals other than via satellite; or
- (3) Antennas used to receive over-the-air television broadcast signals.

The FCC Rule also covers masts supporting any antenna described above.

For purposes of this section, “fixed wireless signals” means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. Fixed wireless signals do not include, among other things, AM radio, FM radio amateur (“HAM”) radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (e.g., ham radio antennas) will continue to be subject to the existing restrictions in the Association's governing documents and Chapter 514B, Hawai'i Revised Statutes. Furthermore, the FCC Rule only covers

antennas installed “on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property.” Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule or this Policy.

As used in this Antenna Installation Policy:

- a. “Preclude reception (or transmission) of an acceptable quality signal” means that reception (or transmission) would be impossible or would be substantially degraded. An acceptable quality signal need not be the best possible signal.
- b. “Antenna” and “mast” mean and include the device itself and any related or ancillary equipment or fixtures, including without limitation, any cables, boosters or amplifiers, splitters, conduits, stays or supports, electrical wiring or connections, or mounting devices and hardware, as the context may require.
- c. “Antenna user” or “user” means the owner or occupant of any apartment served by an antenna, other than persons occupying an apartment for a period of less than 30 days as a transient vacation rental.

## 2. Restrictions on Antenna Installations Subject to FCC Rule

Antennas covered by the FCC Rule may be installed only in accordance with the following restrictions:

- A. Any person who wants to install an antenna shall immediately provide the Board of Directors with written notice of their intent. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) an adequate depiction of the location of installation and the manner in which the antenna will be installed and cables will be run. The person shall also provide the Association with a copy of any applicable governmental permit.
- B. Except as provided herein with respect to limited common elements, no antenna or mast shall be installed, used, or maintained on or in the common elements of the project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user's exclusive use and control, any other owner or occupant's apartment, or the air space of another owner or occupant's apartment or the air space of any limited common element that is not within the antenna user's exclusive use and control.
- C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the person's apartment, provided, however, that:
  1. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;
  2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board of Directors, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however, that no antenna shall be installed, used, or maintained in any apartment without the prior written

consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.

- E. If acceptable quality signals can be received (or transmitted) by placing antennas and masts inside an existing apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from either the exterior of the apartment or limited common elements appurtenant to the apartment, or the exterior of the project, unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:
1. Antennas and masts shall not block the view plane of other units, and shall be placed in the least visually obtrusive location, which would not preclude reception (or transmission) of an acceptable quality signal.
  2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received (or transmitted) from this location.
  3. Antennas visible from the street, the common elements, or from other apartments shall be placed so as to be camouflaged by existing landscaping, fencing, or other structures if an acceptable quality signal may be received (or transmitted) from such placement.
  4. If no existing landscaping or screening exists, the Board of Directors may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas.
  5. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmission) of an acceptable quality signal. No bare metal may be exposed.
  6. Exterior antenna wires shall be installed so as to be minimally visible.
  7. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- F. Any installer of an antenna, other than the owner or occupant, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts shall be installed by licensed contractors providing proof of insurance with the following minimum limits:
- a. Commercial General Liability (including Completed Operations): \$1,000,000.00 and
  - b. Workers' Compensation: Statutory Limits
- G. Owner or occupants shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Antenna users shall be responsible for maintenance and repair of antennas and masts. Antenna users shall be responsible for repair or replacement if the exterior surface of the antenna or mast deteriorates.
- H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements or apartments of other owners or occupants, or void any warranties of the Association or another owner or occupant. Antenna users are responsible for all costs associated with the antenna, including but not limited to

costs to:

- a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna maintenance or use;
  - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
- I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance which will require removal of any antenna, the antenna user shall remove the antenna. The Board of Directors shall give the antenna user at least thirty (30) working days prior written notice, where practical to do so, in order that the antenna user may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the antenna user at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the antenna user arising from the removal or relocation.
- J. No more than one antenna of each type of service may be installed by an antenna user.
- K. Antenna installations shall not present any structural or safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Rule.

No mast may be installed which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation without prior Association approval. Any request for approval of a mast which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation shall include a detailed description of the structure and anchorage of the antenna and mast, as well as an explanation of the necessity for a mast of this size. If the installation will pose a safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The notice of rejection shall specify the safety risks.

Antennas and masts shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas or masts be placed where they may come into contact with such power lines or circuits. The purpose of this requirement is to prevent injury or damage resulting from contact with electrical power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.

Antennas are required to withstand winds of 80 mph.

- L. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard is given. If the court or FCC determines that the Association position is enforceable, a fine of \$100.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines may be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

- M. Antennas shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, electrical service equipment, or any other areas in which access is necessary for the safe operation of the condominium project. The purpose of this requirement is to ensure safety of Association residents and personnel.
- N. Antenna users shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any antenna. Antenna users shall reimburse other owner or occupants, residents, and persons for damage to their property caused by the installation, maintenance, or use of the antenna user's antennas or masts. Antenna user shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the antenna user's antennas or masts.
- O. Any antenna user permanently removing any antenna shall, at his/her sole cost and expense, restore the installation location to its original condition.
- P. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by the Association, acting through its Board of Directors.
- Q. If any term, provision, or part of this Antenna Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Antenna Installation Policy, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, or part of this Antenna Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.
- R. If an antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

**I have read the guidelines above and agree to abide by the outlined guidelines:**

Signed: \_\_\_\_\_ Unit: \_\_\_\_\_

Date: \_\_\_\_\_



# Makani Kai Marina

45-995 Waialeale Rd., #81 Kaneohe, HI 96744 808-235-4416 / [manager@mkmarina.org](mailto:manager@mkmarina.org)

(Revised 10 / 2019)

## **Exhibit D: Solar Energy Device Installation**

### **I. Compliance Requirement**

The installation of solar energy devices by owners of units shall be allowed upon written consent of the board.

Homeowners (hereinafter referred to as Owner or Owners) wishing to install a solar energy device must first verify that the unit complies with the definition of “Townhouse” as stated in the following statutes:

*' 196-7, Hawai'i Revised Statutes, Placement of solar energy devices*

*' 514B-140, Hawai'i Revised Statutes, Additions to and alterations of condominium.*

Whereas, Definitions are as follows;

1. “Solar Energy Device” means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; including but not limited to all types of building-applied photovoltaics and building-integrated photovoltaics; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and be ready to be made operational in order to qualify as a “solar energy device”; provided further that “solar energy device” shall not include passive solar skylights or windows.
2. “Townhouse” means a series of individual houses, having architectural unity and a common wall between each apartment, provided that each apartment extends from the ground to the roof. If any part of a apartment is under or above another apartment, it is not a Townhouse.

Therefore;

**Solar installations may only be approved for owners of “Townhouse” units as defined in the Statutes referenced above. Your unit must be contiguous from foundation to roof, otherwise your request cannot be approved by the AOA Makani Kai management and Board of Directors due to noncompliance with the laws governing solar installations within a Condominium regime.**

## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

### II. General Rules, Requirements, and Owner Responsibilities

1. A Solar Energy Device may only be installed on the roof of a building to service a Townhouse in such building and nowhere else. Solar Energy Devices may not be installed on the common elements or limited common elements other than on such roofs.
2. No Solar Energy Device may be installed, used, or maintained or encroach upon any limited common element not within the Solar Energy Device user's exclusive use and control, any other owner's apartment, the air space of another owner's apartment, or the air space of any limited common element that is not within the Solar Energy Device user's exclusive use and control.
3. No Solar Energy Device shall be installed, used, or maintained, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the Solar Energy Device user.
4. Solar Energy Devices shall be placed in the least visually obtrusive location which would not render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%.
5. Solar Energy Devices shall be finished to blend in with the surrounding background surfaces to the extent that this will not render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%. No bare metal may be exposed unless it is stainless steel or copper.
6. Solar Energy Device installations shall not present any structural or safety concerns and shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities.
7. Solar Energy Devices shall be secured so as to withstand the minimum wind loads listed in the most current edition of the City and County of Honolulu Building Code, as amended, at the time of installation.
8. All installations shall be performed in such a manner that they do not damage the common elements, limited common elements, or apartments of other owners, or void any warranties of the Association or other owners.
9. Solar Energy Devices shall not be located in the vicinity of power lines and in no event shall Solar Energy Devices be placed where they may come into contact with electrical power lines or circuits.
10. Solar Energy Devices which use or generate electricity shall be permanently and effectively grounded.
11. Solar Energy Devices shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium project.

## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

12. Plumbing and electrical lines cannot run through other apartments and such lines on the exterior of the building must be neatly enclosed and painted to match the exterior of the building.

13. Any tenant wishing to install a Solar Energy Device must seek permission through the owner of the apartment and the owner shall ACKNOWLEDGE and comply with all requirements of these Solar Energy Device Installation rules.

14. Solar Energy Devices must be certified by Underwriters Laboratories and labeled as such. No “homemade” Solar Energy Devices are permitted.

15. The MKM Board of Directors may, but shall not be required to, promulgate standard plans and specifications for the installation of Solar Energy Devices including but not limited to the permitted locations of plumbing and electrical lines serving such devices.

If any term, provision, or part of these Solar Energy Device Installation Rules or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Solar Energy Device Installation rules, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of these Solar Energy Device Installation rules shall be valid and may be enforced to the fullest extent permitted by law.

### **Application & Approval Requirements**

1. No Solar Energy Device shall be installed, used, or maintained on any common element or limited common element, including but not limited to roofs, without the prior written consent of the MKM Board of Directors.
2. Any Owner proposing to install a Solar Energy Device shall provide the MKM Board of Directors with written notice ninety (90) days prior to anticipated installation. The notice shall include: a) the type of Solar Energy Device including dimensions and other specifications; b) detailed plans showing the location of installation and the manner in which the Solar Energy Device will be installed and how plumbing and electrical lines will be run into the apartment.
3. The necessary information to accompany the written notice are as follows:
  - Panel brochure showing size and weight of panels.
  - Drawing of plumbing routes.
  - The location of the panels for optimum sun exposure.
  - The name of the proposed installer.
  - Copy of the Owner’s Solar Installation Contract, to include a reference of full compliance with “Exhibit D –Solar Energy Device Installation” of the Makani Kai House Rules.
  - Owner’s signed copy of this Exhibit D –Solar Energy Device Installation.



## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

4. The Unit Owner, prior to installation, shall also provide the Resident Manager with a copy of all applicable governmental permits.
5. If material or labor roof warranty exists at the time a solar energy device is installed, the owner shall obtain confirmation in writing from the company that issued the warranty that the installation of the solar energy device will not void the roof warranty. The owner shall provide the Board with a copy of the confirmation.
6. Prior to the start of any installation, the Unit Owner will schedule an appointment with the Installer and the Resident Manager at the Unit, to explain the installation, pipe routing, and equipment locations.
7. Prior to the start of any installation the Unit Owner will request for a Roof Inspection through the Resident Manager. This will ascertain and document if there are any issues or damage identified on the existing roof prior to the start of the solar installation, and identify any areas that need to be kept clear of solar equipment/components in order to facilitate repairs to windows or other AOA maintained appurtenances.
8. At the completion of the installation, a second "Installation Inspection" is required and requested through the Resident Manager to confirm compliance with installation plan and document any deviations or damages to the roof or structure. A record of the two inspections, prior to and after installation of solar panels and piping will be kept with the Unit Owner and with the Resident Manager. A fee of \$200.00 will be assessed the Unit Owner for the combined Roof Inspection and Installation Inspection.
9. Owner realizes that these are the "Standard Installation Guidelines" for the AOA Makani Kai Marina, and because of the different types of construction, floor plans and orientation of the buildings they may be subject to change. Therefore, the requirements for each installation may change depending on the Unit. The Resident Manager will consult with the contractor, the Board, and any affected neighbors to determine the requirements of each individual installation. Final requirements and approval will be on a "Case by Case" basis.

### **III. Insurance Requirements / Home Owner Liabilities & Obligations**

1. Within 14 days of the Board's approval, the Unit Owner must provide a certificate of insurance evidencing coverage for damage to the Solar Energy Device, common elements, limited common elements, and any adjacent apartments, arising or resulting from the installation, maintenance, repair, removal, or replacement of the Solar Energy Device and naming the Association (AOAO Makani Kai Marina) as an additional insured on such policy. The certificate of insurance shall provide and include verbiage noting that such policy may neither be canceled nor the coverage thereunder reduced (whether or not requested by the owner) except upon sixty (60) days prior written notice to the Association of such cancellation or reduction, sent to the Association by mail. AOA Makani Kai Marina reserves the right to secure appropriate liability insurance coverage for the unit on the owner's behalf, in the event of such reduction or cancellation, and bill the Unit Owner for the additional premiums required for full compliance with these insurance requirements.

## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

2. The Unit Owner and each successive owner shall at all times have and maintain a policy of insurance meeting the requirements of this rule covering the obligations of the owner under this paragraph and shall name the Association as an additional insured under the policy and provide the Association with a certificate of insurance evidencing such coverage at the inception and upon each renewal of such policy. *Note: It is the Owner's responsibility to disclose and convey these obligations to new owner(s) at the time of sale.*
3. The Unit Owner(s), and each successive owner of the apartment for which the Solar Energy Device is installed, shall be responsible for any costs for damage(s) to the Solar Energy Device, common elements, limited common elements, or any adjacent apartment(s), arising or resulting from the installation, maintenance, repair, removal, or replacement of the Solar Energy Device. The repair, maintenance, removal, and replacement responsibilities shall be assumed by each successive owner until the Solar Energy Device has been removed from the common element or limited common element.
4. Owners shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any Solar Energy Device. Owners shall reimburse other owners, residents, and persons for damage to their property caused by the installation, maintenance, or use of the owners' Solar Energy Devices. Owners shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the owners' Solar Energy Devices.
5. Solar Energy Devices shall be installed only by licensed contractors providing proof of such insurance as may be required by the Board from time to time. Plumbing and electrical work may be performed only by licensed plumbers and electricians.

### **IV. Maintenance Obligations of the Owner**

1. The ongoing inspection and maintenance of the solar installation shall be the responsibility of the current owner of record of the unit.
2. Owners shall not permit their Solar Energy Devices to fall into disrepair, deteriorate and become unsightly, or become a safety hazard. Owners shall be responsible, at their sole cost and expense, for the maintenance, repair, and replacement of their Solar Energy Devices and for the immediate correction of any safety hazards created by the Solar Energy Devices. Owners shall not permit exterior surfaces of Solar Energy Devices to deteriorate and shall be responsible for repainting, repairing, or replacing the Solar Energy Devices in the event of such deterioration.
3. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the project which will require removal of any Solar Energy Device, the Unit Owner shall remove the Solar Energy Device to accommodate such maintenance and repair tasks. The Board of Directors shall give the owner at least thirty (30) days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal, re-installation, or relocation of a Solar Energy Device required under this provision shall be performed by the Unit Owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.

## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

4. Any Unit Owner permanently removing any Solar Energy Device shall, at his/her sole cost and expense, restore the installation location to its original condition.
5. The Unit Owner assumes "ALL" repair and restoration responsibilities for any damage that may occur to the roof, structure, or neighboring units during and after the installation, if such damage is caused by the operation, maintenance, or failure of their solar system. "Responsibilities" shall include reimbursement to the AOA for all costs of materials and labor associated with the repairs. Owner shall be responsible for assurances that all maintenance and repairs are performed by an appropriately licensed contractor recognized and approved by the AOA MKM Board of Directors. All repair and restoration work shall be at the direction of the Resident Manager.

### **V. Installation Requirements and Guidelines**

1. The company installing the Solar Energy Device(s) must obtain a City & County of Honolulu building permit.
2. All components and materials shall be of quality or equivalent to Hawaiian Electric Company's approved material list. All fasteners shall be non-corrosive stainless steel or other material presented to and approved by the Resident Manager.
3. All components and materials shall be installed in a good workmanship manner, conforming to existing plumbing, electrical, and building codes. The company doing the work shall be a licensed contractor. The installation must meet HECO's requirements for solar electric and water heating systems.
4. Placement of collectors, tanks, pipes, etc. shall be in accordance with the approved drawing submitted. If any pipes, tanks, and or collectors are placed on the outside of the Unit, Board approved solid covers that match the siding will have to be included in the installation.
5. Pressure and Temperature Relief valves shall be faced or vented so as to pose no safety hazard to residents or guests should they discharge.
6. Roof Mounting
  - a) Solar panels shall be mounted to the pitch of the roof and shall not protrude more than 12" from the roofline.
  - b) Solar panels and frame support shall, when possible, blend in with the color of the roofing material and with whatever color(s) the Board of Directors or its designated design committee shall deem appropriate.
  - c) There shall be no shiny aluminum or distracting metal exposure of any kind.
  - d) Panels and frame structure shall be mounted in such a way as to conform to City & County codes and conditions.
  - e) All roof penetrations shall be sealed with appropriate base materials.
  - f) Storage tanks or heaters shall not be mounted on the roof.
7. Pipe Runs

## Exhibit D: SOLAR ENERGY DEVICE INSTALLATION

- a) Pipe runs to and from the solar collectors shall be insulated with a closed cell tubular insulation.
  - b) Pipe runs up the side of the building shall be strapped to the wall using copper tube straps with stainless steel screws at intervals not to exceed 6 feet, or as may be necessary for proper installation, safety, and aesthetic purposes. All piping running on the exterior of the unit will have Board approved covers made to conceal it from view.
  - c) Pipe runs in the attic or along horizontal edges, cabinet tops, or baseboards shall be strapped in such a way as to avoid sagging or loose pipes.
  - d) All pipe runs shall be installed straight and plumb in relation to the structure.
  - e) Penetrations shall be sealed with appropriate based roofing sealant.
8. Wiring and Electrical Devices
- a) Electrical panels shall be wired with exterior grade materials sized for the intended electrical current loads. All wiring for electrical panels shall be placed in non-corrosive PVC conduit and fastened using non-corrosive strapping with stainless steel fasteners in the manor described herein.
  - b) Sensor wire shall be strapped to the pipe run.
  - c) Where exposed, the sensor wire shall be coated for protection against UV and the elements.
  - d) All electrical devices, timers, differential controllers, etc., shall be U.L. listed and conform to the City & County codes.
9. Water Heater and Solar Tank Hookups
- a) All plumbing in and around the tanks shall utilize copper and brass fittings.
  - b) No galvanized fitting shall be allowed except for internally insulated galvanized nipples in the heater themselves.
  - c) Solar plumbing system control valves, cross connection control devices, and similar devices shall be readily accessible for service and maintenance.
  - d) Plumbing and configuration of the tank or tanks shall be in such a manner as to be as neat as possible and avoid blockage of storage area access.
  - e) Two (2) ball valves or gate valves shall be installed on the solar feed and return lines to isolate the solar collectors, if necessary.
  - f) Hose bib or boiler drain shall be installed on the collector feed line to allow drainage of the collectors.
  - g) The circulating pump shall be installed on the collector feed line and shall have valves and unions on either side of it.
  - h) If a water filter is installed on the City supply line of the tank, it must be located at least 2 feet below top of the tank to avoid heat damage.

**Exhibit D: SOLAR ENERGY DEVICE INSTALLATION**

10. Additional Requirements

**Prior to the Unit Owner signing an agreement for solar installation, a list of “Additional Requirements” may be issued by the Resident Manager to the Unit Owner. These requirements will become part of the scope of work for the project and must be completed by the installer or Unit Owner.**

**VI. Owner Acknowledgements**

I have read the Makani Kai House Rules Exhibit D – Solar Energy Device Installation and agree to abide by the rules as stated herein:

Signed: \_\_\_\_\_

Unit : \_\_\_\_\_

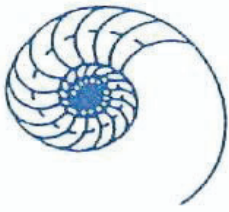
Date: \_\_\_\_\_

I have read and been provided with the “Additional Requirements” list and agree to complete these items as part of the scope of work for this project

Signed: \_\_\_\_\_

Unit: \_\_\_\_\_

Date: \_\_\_\_\_



# Makani Kai Marina

45-995 Waialele Rd., #81 Kaneohe, HI 96744 808-235-4416 [manager@mkmarina.org](mailto:manager@mkmarina.org)

## Exhibit E – Slip Rental Rules

10-23-2019

Document is currently *Under Review and Revision*.  
Please check with Resident Manager for Updated  
Version when initiating a rental agreement.

### General

1. Makani Kai Marina (MKM) Unit Owners (lessor) are directly responsible for the Slip Renters' (lessees) compliance with the Makani Kai Marina House Rules and this Exhibit E thereto. The Makani Kai Marina Association of Apartment Owners (the Association), by extension of guest rules, allows slip renters the privilege of limited access to common element and limited common element waterways and property. Slip renters may use the necessary common and limited common element to go to and from their assigned slip, **but are not permitted in other areas of the property unless by specific invitation from a Unit Owner**. Slip renters may use the restrooms at the MKM Community Center, but are not permitted to use any of the other facilities (Swimming Pool, Community Center kitchen, meeting area and picnic area or other MKM grounds). This privilege of access may be revoked by the Board for failure to comply with the MKM House Rules, including this Exhibit E thereto. The MKM Unit Owner or his/her property manager must ensure that the Slip Renter has a current copy of the MKM House Rules, including this Exhibit E thereto.
2. A current, signed Slip Lease Agreement, as prescribed by the Board, must be on a file with the MKM office. Slip Lease Agreements are permitted only between the unit owner or property manager/agent (lessor), and the registered owner of the vessel that is moored in the slip (lessee). Sub-leasing the slip to a third party is not authorized.
3. Slip Renters must provide the MKM office and the slip owner evidence of a current liability insurance policy naming the Association as **ADDITIONALLY INSURED in the minimum amount of \$500,000.00**.
4. Minor maintenance and minor repairs may be done to a vessel in its assigned slip, provided the docks, other vessels, and property are protected at all times. Minor maintenance is considered light, sanding, varnishing, and / or minor painting. Major wood repairs, hull painting, motor replacement repairs are not permitted in the marina. When painting or

varnishing, the docks must be covered to ensure no paint is spilled on the concrete. (move this provision to Section 20 of House rules)

5. The Board of Directors reserve the right to remove any vessel from the marina which is not in compliance with the Rules and Regulations. The slip owner will bear all removal costs and is also subject to fines. (move this provision to Section 20 of House rules)

6. Slip Renters pets (limited to two dogs or two cats or one dog and one cat) are to be on a leash at all times while on the property, and pets may only be walked in the immediate vicinity of the boat slips. Owners and handlers must immediately clean up any mess made by their pets on the property and dispose of it in the dumpsters and not the green waste or Community Center trash cans. Pets off the leash or displaying aggressive behavior should be reported to the Resident Manager. . Slip renters guests may not bring pets onto the property.

7. The Association shall not be responsible for loss or damage to personal property which is left by Slip Renters or their guests in and about any of the common elements or limited common elements.

8. Nothing may be posted on any of the Association bulletin boards without authorization from the MKM office. Notices must be dated and removed or renewed after 30 days. The size of the notices shall be prescribed by the Manager. Commercial advertising is not permitted on the bulletin boards or interphone directory. (compliance?)

11.No Slip Renters shall make or permit to be made any excessive noise in the marina, limited common areas, or common areas by himself, his family, visitors, or guests, which could annoy or interfere with the rights, comforts, and convenience of the residents of Makani Kai Marina.

### **Parking & Parking Stalls**

1. Slip Renters may park in the marked stalls provided on the Makai (ocean) side of the marina T-road. They may also park in the stalls marked Guest Parking or in other designated areas. **No vehicle may be parked in the Red “No Parking Zones” and no longer than 15 minutes in the Yellow Loading Zones.** The Management may direct that vehicles illegally parked on common elements or in the common areas or in another unit’s marked 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. Management is under no obligation to give notice of removal in the event of violation of parking regulations within Makani Kai Marina.

2. Slip Renters parking in designated stalls or other appropriate locations shall only be allowed from 5:00am till 10:00pm. If pre-authorized by the Resident Manager, a slip renter vehicle may be parked at Makani Kai Marina for up to 72 hours to accommodate allowable stay aboards or overnight excursions away from the marina.

3. Due to limited number of parking stalls. Slip Renters are only permitted ONE vehicle on MKM property. Additional vehicles must park outside the property. Slip Renter guests must car

pool with the slip renter or arrange to be picked up at another location. No boat trailers are to be parked on MKM roadways. Again, please refer to Item 1 above referencing the towing of unauthorized and illegally parked vehicles.

4. All vehicles operated on or parked on MKM property must have a current registration, safety inspection, and insurance. Each Slip Renter shall register their vehicle with the Resident Manager at the Makani Kai Marina office. The office will register the vehicle and maintain a file of vehicle parking registration in the office.

5. No excessively noisy vehicle, or noisy contraption on a vehicle, shall be operated in any part of Makani Kai Marina. Additionally, any motorized vehicle such as a moped, scooter or powered Razor, or other powered vehicle may not be operated in any part of MKM for recreational purposes. (move to main body of House Rules)

### **Security**

1. All slip renters have an obligation to make the security to Makani Kai Marina a primary consideration at all times. Be alert to suspicious or unknown people, vehicles, and situations; this includes unusual sources of smoke, fire, or water. Do not hesitate to investigate and notify the MKM office, manager, Fire Department, or the Police if warranted. Do not attempt to directly confront a suspicious stranger yourself, promptly report them to the manager or the Police.

2. Slip Renters are encouraged to always lock their vehicles and never store valuables inside. Boat owners should check their vessels often and properly secure valuables.

3. Slip Renter vehicles enter and exit Makani Kai Marina through the gate at Waialele Road. Each Slip Renter will be allowed to be issued one plastic gate card by the Slip Owner or Owner's Agent which opens the entrance gate. Slip Renters are responsible for the control, distribution, and use of this card. Lost or stolen cards should be immediately reported to the office for deactivation.

4. 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.** (add to main House Rules)

5. The vehicle exit gate does not require a gate card; it is automatically activated when a 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 to re-open the exit gate. (add to main House Rules)

6. 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 to get clear of the gate. Stopping the vehicle part-way through the gate or entering the swing 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. (add to main House Rules)

Marina (this entire section is redundant with main body Section 20 of House Rules)

1. No person shall use any type of chemical 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.
2. 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.
3. The entire marina is a no-wake zone.
4. A boat in the marina shall not be used as a live aboard (Bylaws, Article V, Section 2.01). Any person using the marina as a stay-aboard herein shall be considered a live aboard and will be in violation of the Association's Bylaws.
5. Due to the rising utility costs, 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.
6. Boat slip rentals to other than individuals, i.e., organizations, partnerships, huis (family business), or corporations, must have prior approval of the Board.
7. 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. The determination will be made in accordance with the physical description of the slip provided herein.
8. MKM management and staff may remove any improperly stowed equipment or paraphernalia from the marina area. Unidentifiable and unclaimed items may be considered abandoned and will be disposed of.
9. All vessels using the marina shall be maintained in shipshape condition at all times. ("Shipshape" means the vessel is able to safely process to sea under its own power in accordance with the minimum requirements of the U.S. Coast Guard). MKM management 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 homeowners / lessor responsible.
10. MKM management shall have the discretion to properly secure any vessel found to be inadequately secured. MKM management 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

homeowner at a rate \$50 per hour. All vessels shall be secured in an orderly manner and in accordance with standards of seamanship.

11. Only standard fenders and rubstrips 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 docks and 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 ways 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 office for Board approval.

12. The slip owner and the vessel owner are responsible to notify the MKM office of any defect in the slip, dock, or associated utility services.

13. 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.

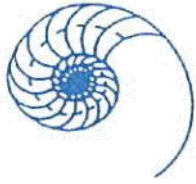
14. On a limited basis, MKM residents may stow small boats on the outer seawall. All boats must be properly tied and secured; they must also register at the MKM office and proof of insurance provided. Additional rules are set forth in Exhibit B "Seawall Storage Rules." 15. Barbecuing with open flames, wood, or charcoal is not permitted on any Makani Kai Marina dock; only gas or electric grills may be used on boats.

16. 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 MKM management or the Board.

17. No charter or other commercial use of a vessel shall be conducted

### **Fishing**

1. Slip renters are prohibited from fishing within any waters of the Makani Kai Marina including Kea'ahala Stream.



# Makani Kai Marina

45-995 Waialele Road • Unit 81 • Kane'ohe • Hawai'i • 96744-3034

## Exhibit F: Seawall Storage Rules (Revised 11/2020)

### General

1. Only the concrete portion of the seawall may be used for storage except for short-term variances as approved by the Board of Directors.
2. Blocks and padeyes may be provided by MKM staff to ensure secure storage. In all cases, the owner of a stored vessel is responsible for security of said vessel against theft, damage, high winds, and surf conditions. Vessels not secured against wind and surf which cause damage to the common elements, limited common elements, or private property will cause the owner to be held liable for such damage.
3. Only small, non-motorized boats may be stored on the seawall. All boats must be in a seaworthy condition and securely tied to the mooring blocks. Non-complying boats must be removed from the seawall within 30 days of notice from the Resident Manager.
4. Only MKM owners and residents may use this storage facility.
5. Since space is limited, applications for seawall storage from Unit Owners will be approved by the Resident Manager on a first-come first-served basis. An application on behalf of a renter must be submitted by a Unit Owner on behalf of his/her tenant.
6. The initial term of the approved application for seawall storage will be for a period of 2 years. The application can be renewed in additional 1-year increments if no other applications for seawall storage are pending approval for want of an available space.
7. A fee of \$35 per month will be assessed the Unit Owner for which an application for seawall storage has been approved.
8. Each approved application will be assigned a storage space in which any stored craft or combination of stored craft may not exceed an area 5' wide, 42" high and 18' in length. Each owner of watercraft using approved seawall storage must complete a registration form at the MKM office.
9. All craft stored on the outer seawall must be at least 8' from the bay side edge of the outer seawall and at least one foot from E Dock.

**Failure to comply with these rules will result in a notice from MKM management directing removal of the craft within 30 days. Removal will be at the expense of the boat owner.**

## ADDENDUM TO HOUSE RULES

July 30,2021

Dear Makani Kai Marina Owner / Resident:

As you may be aware, management and members of the Association Of Apartment Owners (AOAO) Board of Directors (BOD) periodically conduct a walk thru to assess the property from several perspectives, including;

- Wear and tear on common elements that needed repairs, and;
- For the purpose of identifying violations to our House Rules or Bylaws that may have an adverse effect on:
  - 1) Our ability to maintain both common and limited elements
  - 2) The safety and security of people and property
  - 3) Aesthetics and “curb appeal”, as it relates to general cleanliness and organization.
  - 4) Our ability to control vegetation and maintain landscaping (which ties into item 1 as well)

All Owners – including those who were found to have no issues or violation concerns – may receive a letter to remind everyone of the following common violations that were noted during the walk through.

- Potted plants on lanais/courtyards without saucers or excessive in quantity
- Stored items in front entryway, under building or around the perimeter that are visible from common areas
- Items mounted directly to building
- Improperly stored items stored in parking stalls and is visible from common areas.
- Vessels encroaching upon dock creating a safety hazard

For those who have been notified of specific issues that pertain to your unit, the board recognizes many of the issues or violations may seem minor or irrelevant from your perspective. Yet, it is within our duties as a BOD to see that we can:

- Maintain our property, and do our best to minimize maintenance and operational costs
- Ensure every owners' right to a safe and aesthetically appealing environment
- Support every ones right to quiet enjoyment of their property

To that end, we ask that you understand that our observations are with respect to addressing these priorities. We understand some may contest the observations and wish to appeal to the BOD, and we welcome those discussions which can be done either in written correspondence or Email to our Property Manager (currently Cindy at Touchstone (cindy@touchstoneproperties-hawaii.com). If management or the board feels a need to discuss further we will be in contact. Correspondence should state clearly your reason to appeal the notice and/or what actions you can commit to as a remedy to the issue (identifying other units doing the same thing is not a reason for appeal).

The BOD also recognizes that no matter how hard we try to prevent some of these common violations from happening, it is impossible to stop them before they occur. Thus, the first step in our resolution to remedy them is to inform everyone of the potential impacts of the more common issues and potential consequence if the issues are not rectified.

- Potted plants on lanais without watering catchment saucers or in excessive quantity, and plants and trees in courtyards that grow and attach themselves to fences and siding:

The primary issue here – with either potted or planted vegetation - is that left unmanaged, these can grow into real problems by encroaching on or into our structures, causing water infiltration and degradation to siding material, wooden decks & lanais, and fences. Many cases seen around the property include potted plants that were left unmanaged and becoming permanent fixtures - rooted in the ground and wrapped around railings & pickets, growing on fences, up gutter spouts, and even they intruded the siding into the interior spaces by growing out of an electrical fixture.
- Trees and plants planted too close to the structures can attach themselves and cause erosion of the coatings (paint and siding skin) and debris in the gutters:

Potted plants, as well as floor coverings on wooden decks have been responsible for excessive repair cost, as a result of over-zealous watering and/or the retention of water where a continuous supply of fresh water on the wooden structures promotes rot and as a result drives up our maintenance costs.
- Stored items in front entryway, under buildings or around the perimeter that are visible from or placed on common areas, including but not limited to personal items such as furniture, potted plants, tools, boxes,

containers, bicycles, scooters, skateboards, toys, and other loose items belonging to the resident:

In addition to the general understanding that this house rule addresses the aesthetic value of our property and the use of common element areas for personal use, other concerns and consequences include how this leads to rodent and insect habitat including rats, roaches, geckos, and termites. It has also hindered our maintenance and landscaping staff from performing their maintenance duties and execute repairs.

- Items mounted directly to building, fences, and overhangs:

Similarly, we recognize nearly all residents (owners and renters) see the wooden composition of our structures (buildings, rafters, fences, docks, etc.) as a convenient media to mount fixtures and accessories, including:

Pictures

Potted Plants

Dart boards

Shelves & Cabinets

Bicycle holders

Water craft

Lattice work

Outdoor Carpeting, vinyl flooring or other floor coverings

Outdoor Lighting

Screens and Shades

Non-approved dock boxes, bumpers, etc.

Other modifications that may or may not have been approved by the AOA through a Modification Request

Fasteners used are typically cheap, iron based product like grabber screws or staples (not stainless steel) which has a propensity to not only rust, but expand to up to 70 times the original fasteners diameter, causing it to fuse in place and break off when attempted to be removed. They leave rust stains as a result, but the worse impact is they promote water infiltration and rot - which again, is a cause of concern as it relates to the longevity of the structure and its premature degradation.

- Improperly stored items stored in parking stalls and visible from common areas, include the same items and related concerns presented in a previous bullet point, with the addition of:
  - Unregistered and/or inoperable motor vehicles - To prevent the accumulation of abandoned vehicles or vehicles that cannot be moved in the event of emergencies or general building repairs.
  - Vehicles that are undergoing long term repairs or leaking fluids – Our parking garages and car ports are not to be used for major auto repairs which can lead to stained or damaged pavement and inconveniences to other residents or damage to their vehicles.
  - One or more vehicles tandem parked and unable to fit within the stall's designated area - Vehicles that extend beyond the permissible length of it's designated parking stall can cause hindrance to parking and traffic flow for other residents.
- Vessels encroaching upon dock creating a safety hazard, includes boats that have long bow or stern overhangs, such as bow sprits, boomkins, davits, anchors, etc.:

Our boat docks are narrow and unforgiving. Vessels that are moored with overhangs, such as an anchor or bow sprit that protrude into the pedestrian walkway have caused serious injury by creating an obstruction that can harm others walking down the dock. Vessels must be restrained from encroaching on walkways by using proper mooring practices such as spring lines and fenders to limit movement within the slip.

#### Consequences of common issues

The consequence of issues raised herein is that this (current) or future BODs may likely hold the owner responsible for liability and/or repair costs if they've been previously notified and warned of infractions, or as it becomes obvious these issues were the source of maintenance / repair of the problems they've caused, or resulted in damage to property and/or harm to others.

As it is our duty to manage budgets and do all we can to minimize maintenance fees, we don't feel it is fair to other owners that they be burdened with the cost associated with repairs that would have been avoided if someone honored their commitment to our rules and bylaws.

Also, our budgets fund critical and recurring projects, such as the re-painting of all buildings at Makani Kai Marina. Prior to this type of project, preparations to the buildings must be made. As a result, owners and residents will be held accountable for removing potted plants, planters, and/or trimming back vegetation that they've placed around their courtyard and buildings to clear the area for pressure washing and paint preparation. Resident installed fixtures discussed above must also be removed for the same reason.

In the process of preparing for a project like this, the maintenance staff and/or contractors assess the buildings to identify any repairs or areas that require attention prior to re-painting, re-siding, or other structural repairs, such as removing fixtures, filling holes, re-caulking seams, repairing or replacing rotted wood, etc. So we ask that you consider these efforts now and be prepared to address them so this does not come as a surprise later when we begin the work.

Current (outstanding) and past violations, as well as unit modification requests are maintained in our Resident Manager's files, and can be provided to Owners, Property Managers, and Escrow agents upon request.

On behalf of your Makani Kai Marina AOA Board of Directors, we thank you for your cooperation and understanding,

Makani Kai Marina Board Of Directors