

House Rules of Makani Kai Marina

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House Rules of Makani Kai Marina

RECORD OF CHANGES

Date of Change	Substance of Change	Paragraph	Date of Minutes
11/01/21	Revision of House Rules	Section 11,f	5/26/2021
11/01/21	Revision of House Rules	Section 2,c	10-30-21
11/01/21	Revision of House Rules	Section 5,b	10-30-21
11/01/21	Exhibit A – Clarifications....	Et. al.	10-30-21
12/2023	Revision of House Rules	Section 21,n	12/2023

Secretary Initials: _____

Makani Kai Marina
HOUSE RULES AND REGULATIONS
Revised June 2021

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 new owner moves in, or a rental agreement is established the new residents are required to register with the Resident Manager, at which time they are required to acknowledge they have received and agree to abide by these 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.
- 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. See Exhibit A for Clarifications.
- 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. The Association is not responsible for the repairs and/or replacement of any window, door, or sliding door, fixed frame or otherwise. All window and door replacements are considered "modifications" and subject to the rules set forth in Section 15,f herein.
- 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 15,f)

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 maintained by the owner as necessary to ensure they are in operational and seaworthy condition, and in compliance with DLNR-DOBOR regulations and maintained within the minimum requirements of the U.S. Coast Guard (“Seaworthy” 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). Vessels may not be left in the marina if they are not operational and able to navigate in/out of the marina un-assisted and under their own power. Vessels must demonstrate this ability on a regular basis, at least twice a year as observed by the Resident Manager. In addition, Vessels shall not be left unattended for long periods of time showing obvious signs of neglect, where the Resident Manager or the Board of Directors have the authority require an owner to address the appearance of their vessel. The Resident Manager shall have the discretion to properly secure any vessel found to be inadequately secured. Lack of compliance to any 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 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 the storage of kayaks, paddle boards, dinghy’s, or other small watercraft. An administration fee is charged to Resident Owners for the assignment, and maintenance of the racks and spaces. Resident Owners must store their water craft in a neat and orderly manner. Owners will be billed on their monthly statements according to rates set by the Board. All rack spaces are assigned on a first come first served basis. Assignments cannot be transferred to new owners/renters. The Resident Manager will maintain a copy of each assignment and a waiting list for any space. As spaces become available, the rack space will be assigned to the next owner on the list. Additional rules are set forth in Exhibits G & F for Seawall and Boat Rack 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 in 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 Waialele 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 may be 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 Wailele 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