

## KAI MAKANI BEACH VILLAS HOUSE RULES – 2022 Revision

*Effective August 15, 2022; Revised January 1, 2023*

Website: [kaimakani.net](http://kaimakani.net)

### Index

Non-Discrimination Policy

- 1.) Contact Information
- 2.) Emergencies
- 3.) Enforcement of House Rules
- 4.) Registration Requirements & Newcomers (Owners, Tenants, Guests, Visitors, Workers)
- 5.) Owners' Responsibilities for Family Members, Guests, and Tenants
- 6.) Leasing Apartments
- 7.) Disabled Residents and Guests
- 8.) Animals
- 9.) Absence from Property
- 10.) Security
- 11.) Residents' Right to Acceptable, Non-disruptive Noise Levels
- 12.) Common Areas (Open Fires, Bike Safety, Signage)
- 13.) Landscaping and Groundskeeping
- 14.) Spa and Pool
- 15.) AED/defibrillator
- 16.) Exercise Room/Gym
- 17.) Barbecue Areas and Open Fires
- 18.) Vehicles and Parking
- 19.) Vehicle Washing and Repair
- 20.) Building/Apartment Exteriors
- 21.) Unit Alterations
- 22.) Second Floor Restrictions
- 23.) Lanais
- 24.) Smoke Detectors and Fire Extinguishers
- 25.) Water Waste Disposal and Electrical Equipment
- 26.) Prohibited Activities
- 27.) Fines
- 28.) Appealing Fines
- 29.) Amendments to House Rules
- 30.) Requests, Complaints, and Suggestions for our Community

## **NON-DISCRIMINATION POLICY**

Pursuant to Chapter 515, Hawaii Revised Statutes, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Chapter 515, Hawaii Revised Statutes, and the Federal Fair Housing Laws. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

House Rules at Kai Makani Beach Villas are explanations of policies, and sometimes consequences of behaviors, within our beautiful island community. They are developed to:

- maintain our property values
- provide a safe environment for our residents
- assure our compliance with state, county and federal laws as well as with our defining documents (Declaration and By-laws)
- promote a sense of cooperation, civility, and genuine community for all privileged to live here.
- supplement the Declaration and Bylaws

### 1.) Contact information:

**Site Manager:** Telephone: 808-757-8642  
E-mail: [manager@kaimakani.net](mailto:manager@kaimakani.net)

**Managing Agent:** Destination Maui Inc.  
380 Huku Li'i Place, Suite #206  
Kihei, HI 96753  
Telephone: 808-244-9021 / [www.destinationmaui.net](http://www.destinationmaui.net)

#### **Board of Directors:**

A list of current Board members and their contact information is on the community website:  
[kaimakani.net](http://kaimakani.net)

### 2.) Emergencies:

EMERGENCY SITUATIONS SHOULD BE HANDLED BY CALLING 911 FOR THE POLICE, FIRE DEPARTMENT, OR MEDICAL SERVICES.

Our Site Manager should be informed as well if police are called or the community is endangered by fire, flooding, or other major threat.

Any residents with skills that could be called on in a time of disaster in the community such as hurricane, medical emergency or fire are encouraged to go on record with the Site Manager as possible resources.

Any residents with special needs, such as medical conditions or mobility issues, are also encouraged to go on record with the Site Manager; While residents should not depend on the Site Manager or AOA for emergency assistance, this information can be helpful in any community efforts organized to help neighbors in times of emergency.

### 3.) Enforcement of House Rules:

The Board delegates the enforcement of our House Rules to our Site Manager and managing agent, although at times the Board may take direct action.

Any resident or owner concerned about a possible violation of the House Rules should inform the Site Manager. If the resident or owner feels appropriate action is not taken by the Site Manager, or in the event of an urgent matter involving safety, a Board member should also be notified.

The owner of the involved unit, sometimes along with any renters if applicable, will be notified if a rules violation is reported or suspected. Many rules' violations are the result of misunderstandings and the AOA makes every effort to solve matters through civil, courteous communication. However, when violations are repeated or not rectified, fines are issued by the Site Manager and/or Managing Agent in accordance with the Fines Schedule listed below. Owner(s) are responsible for ensuring their family, guests, and tenants follow the House Rules so all fines are issued to the owner of the involved unit. The purpose of fines is to encourage following of the House Rules for the good of the community. In the event communication and fines does not lead to corrective behavior the Board may take any legal action necessary to obtain compliance with the rules including but not limited to contacting authorities such as police, fire department, county agencies, etc.

Some infractions, such as property damage or safety threats, can lead to immediate fines and other action the Board deems necessary to obtain compliance with the House Rules.

**4.) Registration Requirements & Newcomers (Owners, Tenants, Guests, Visitors, Workers, Construction):**

A. New owners, renters, and house guests (if staying for 48 hrs. or more) are required to register at the Site Manager's office.

B. Guests staying less than 48 hours who wish to use facilities (such as the pool or fitness center) without being accompanied by a resident, must also be registered. If an owner is off island and allows friends or family to use the apartment, the owner should call or e-mail the Site Manager with the names and duration of stay for the visitors. These friends or family members must still present appropriate forms at the Site Managers office and register. This can prevent misunderstandings for your guests while assuring that management knows who is staying on property. This policy is also intended to increase the safety and security of the property.

C. All bikes and motorized vehicles must be registered.

D. **Registering Workers:** Anyone working in your unit must contact the Site Manager to fill out appropriate paperwork, obtain the rules of conduct, and pay any deposit if required. It is the owner's responsibility to have workmen be in contact with the Site Manager to fill out appropriate paperwork, obtain the rules of conduct, and pay any deposit if required. All necessary paperwork and instructions must be obtained by meeting with the Site Manager. The owner is responsible for ensuring workers follow these steps.

E. Do-it-yourself work: For significant "do-it-yourself" projects such as those involving plumbing, electrical, or flooring, owners must submit the alteration request form available on the Kai Makani Website: [kaimakani.net](http://kaimakani.net).

**5.) Owners' Responsibilities for Family Members, Guests, and Tenants:**

An important understanding is that ALL FINES AND ACTIONS ARE DIRECTED TO AN OWNER RATHER THAN AN OWNER'S FAMILY MEMBERS, TENANTS OR GUESTS.

Hence, it is imperative that owners inform family members, tenants and guests of community expectations and make access to a copy of House Rules when appropriate, for example, to a new tenant. Additional copies can be downloaded or viewed from the Kai Makani website or obtained from the Site Manager's office.

**6.) Leasing apartments:**

A. Under the requirements of our Declaration, any apartment must be leased for a MINIMUM of 6 months.

B. SHORT TERM RENTALS ARE STRICTLY FORBIDDEN AND RESULT IN AN IMMEDIATE \$2,500 FINE. SUSPECTED SHORT TERM RENTALS ARE REPORTED TO THE COUNTY FOR INVESTIGATION.

C. TENANTS must abide by our House Rules. PLEASE MAKE ACCESS TO HOUSE RULES AVAILABLE TO YOUR TENANTS WITH A WRITTEN COPY OR ON OUR WEBSITE: KAIMAKANI.NET. When fines are generated by tenants, the owner is always responsible.

**7.) Disabled residents and guests:**

Reasonable exceptions to House Rules may be made to accommodate a disabled resident or guest. Anyone needing special exceptions or accommodations may make a written request to our Site Manager or management company, which will be provided to the Board of Directors for review. Written approval by the entire Board is required. Approval of an accommodation will not be unreasonably withheld. Owners may, at their own expense, and with prior written approval of the Board of Directors, make reasonable alterations to their apartments and common elements to accommodate a disabled resident.

**8.) Animals:**

A. Two pets are allowed per apartment. Each pet must weigh 30 pounds or less. Animals may not be bred or used for commercial purposes. Livestock is not permitted. ASSISTANCE ANIMALS ARE NOT CONSIDERED TO BE PETS.

B. ASSISTANCE ANIMALS must comply with the restrictions listed below except as specifically exempted by the Board. Exemptions will be given in accordance with the federal Fair Housing Act and the Hawaii Revised Statutes Chapter 515. The law does not require that the community tolerate animals that cause a direct threat to the health or safety of other residents or their property. Should the Board determine that an assistance animal poses a threat, the animal owner will be given an opportunity to correct the problem; however, the animal must be removed if the owner is unable to correct the problem.

**C. RESPONSIBILITIES OF ANIMAL OWNERSHIP:**

- i. Animals are allowed on common areas only when carried in transit or on a short leash.
- ii. All owners must register each animal at the Site Manager's office within 48 hours of the animal's arrival on property. Registration forms are available at that time or from our website. If an owner is requesting an accommodation from House Rules regarding an assistance animal, such as a dog weighing more than 30 pounds or being admitted to the pool pavilion, a request form, available on our website, [kaimakani.net](http://kaimakani.net), must be filled out and submitted to the Board of Directors for approval.
- iii. An apartment owner must agree in writing that a tenant may keep a pet. A copy of this agreement must be provided to the Site Manager and will be kept on file in the office.
- iv. The apartment owners and tenants are fully and completely responsible for any problems caused by their animals while on property and any claims made against the AOA and managing agent as a result of these problems. Residents with animals must reimburse the AOA for any expenses incurred in defending claims resulting from these problems.
- v. Animal owners must diligently and promptly pick up and dispose of any solid waste from the animal on any part of the common area.
- vi. Only specifically exempted assistance animals are allowed in the pool pavilion.

- vii. No animal may be left unattended in a common area or on an apartment's lanai.
- viii. ANY PET FOUND BY THE BOARD TO BE CAUSING A NUISANCE OR UNREASONABLE DISTURBANCE TO ANY OCCUPANT OF THE PROPERTY MAY BE PROMPTLY AND PERMANENTLY REMOVED FROM THE PROPERTY.

D. ALL GUESTS WHO BRING ANIMALS TO THE PROPERTY MUST ADHERE TO THE 30 LB. WEIGHT RESTRICTIONS, UNLESS THE ANIMAL IS AN ASSISTANCE ANIMAL. GUESTS BRINGING ANIMALS TO THE PROPERTY MUST COMPLY WITH ALL RESPONSIBILITIES REQUIRED OF RESIDENTS.

**9.) Absence from property:**

There are no master keys to all apartments. IT IS STRONGLY RECOMMENDED that the Site Manager be provided with a key. In addition, every resident should have a neighbor, rental agent, or the Site Manager keep a key when the resident will be away for more than a couple of days.

Please inform the Site Manager that you will be away, provide contact information, and put on record who is in possession of your key. Without a readily available key, in the event of an emergency, such as smoke detector alarm or water coming from under the door, the unit may need to be forcibly entered with any resulting damage being at the owner's expense.

In a resident's absence, if provision is not made for the exterminator to enter the unit, please note that insects may vacate the neighbor's sprayed unit and take refuge in the unsprayed unit. Residents who will leave their units unattended are encouraged to shut off their water, including the solar panel. Aging solar panels and hot water heaters may leak causing significant water damage at the owner's expense plus water cost to the AOA.

Our Site Manager cannot be given the task of checking the interior of your unit during your absence, but you may want to consider a friend or neighbor looking in on a periodic basis during your absence.

**10.) Security:**

We depend on the county police department and our common sense for our security. Please report any suspicious activities or vandalism. If appropriate, please provide police reports and complete an incident report for the Site Manager.

Neither our Site Manager, management company, the Board nor the AOA is responsible for bikes, kayaks, surfboards, lanai furniture, storage unit contents or other personal possessions if damaged or stolen while on property.

**11.) Residents' right to acceptable, non-disruptive noise levels:**

A. Disturbing the peace of other residents whether from electronics, human voice, or motorized vehicles is not permitted. Our quiet hours, when special attention should be paid to noise reduction, are 10:00 p.m. to 8:00 a.m.

Being able to hear children playing or adult voices coming from the pool area does not by itself constitute exceeding acceptable noise levels.

B. Please note that sound from TV and music sources have been screened in units with original builder's carpeting and, with doors and windows closed, very loud sound (80 decibels) could not be heard in adjacent units. Therefore,

ANY electronic sound transmission which can be heard in an adjacent unit when doors and windows are closed will require an owner to do noise reduction or face a fine whether or not flooring replacement has been done .

**12.) Common Areas:**

A. Common areas are the parts of the complex for the equal use of all residents such as front lanais, the pool, exercise room, walkways, and grassy areas. Residents may not alter common areas without a written request approved in writing by the Board, including alterations to foliage.

B. LIMITED common areas are parts of the complex owned by the AOA but reserved for the use of a single unit such as Reserved parking spaces and back lanai stairwells. Clutter or unsightly objects may not be stored under stairwells.

C. Camping is not allowed on property.

D. Open fires are not allowed anywhere on property, including lanais. This includes bonfires, Tiki torches, or charcoal grills, for example.

GRILLING: Residents may use the AOA owned barbecue grills or their own grill. When using AOA grills please follow all instructions posted by the grills and clean the grill with the brush supplied under the grill after use as a courtesy to others. The community barbecue areas are for use between 8:00 a.m. and 10:00 p.m. It is recommended that glassware be avoided in these areas. Requests for parties may be submitted to the Site Manager. Such requests are on a first come, first served basis.

**RULES FOR USING NON AOA OWNED GRILLS:**

- A. Grills must be used a minimum of 10' from any structure such as your lanai or any other part of any building. THIS IS A MAUI COUNTY CODE SO NO EXCEPTIONS TO THIS POLICY CAN BE MADE.**
- B. Only propane grills, used in accordance with the manufacturer's instructions, are allowed. No charcoal or other types of grills are allowed.
- C. Please be aware of smoke produced during cooking so it does not unduly interfere with other residents.

E. Bikes, including electric bikes, may be carefully ridden on walkways and parking lots to exit or enter the property. Unlicensed powered vehicles and conveyances (other than bikes), including but not limited to, electric skateboards, scooters and hover boards are not to be used anywhere on the property for safety reasons.

F. Non-motorized conveyances such as skateboards, roller blades, scooters, etc. may be used with caution in all areas except the grass and pool pavilion area. Reckless behavior on property, including while using non-motorized conveyances, is a violation of the House Rules.

Being mindful of trying to balance safety for walkers with the right of bike riders to have full enjoyment of the property, residents and their guests use bicycles or other recreational equipment within the common area solely at their own risk. The Association, Board of Directors, managing agent, and Site Manager are not responsible for

any injury or other consequences to anyone involved with these conveyances. Residents are responsible for the conduct and safety of their family members and guests.

G. Signs (such as "Open House", "For Sale", or "For Rent" signs) are allowed at one driveway entrance only, plus one in front of the buildings when an open house is occurring. Advertising banners, flags, or other paraphernalia are not allowed at any time. Signage may be displayed during daylight hours only.

### **13.) Landscaping and Groundskeeping:**

A. Landscaping may not be altered without Board approval. An owner may not remove or add plants or alter other landscaping features without first providing a written description of a proposal and awaiting a Board decision.

B. Any concerns about our groundskeeping team MUST be addressed in writing to our Site Manager who may bring issues or concerns to the Board. Please remember that the groundskeepers work for the AOA and not the individual resident.

Owners and residents may volunteer to participate on the Grounds Committee. Contact Site Manager for details.

### **14.) Spa and pool:**

ANYONE USING THE POOL OR SPA DOES SO AT THEIR OWN RISK.

Please read and obey posted pool and spa signage.

IN CASE OF EMERGENCY, ONE OF THE THREE POOL AREA GATES CAN BE OPENED FROM THE INSIDE WITHOUT A FOB; THIS GATE IS MARKED AS AN EMERGENCY EXIT AND IS THE ONE NEAREST THE MANAGER'S OFFICE. VIDEO RECORDINGS MAY BE USED BY MANAGEMENT TO DOCUMENT RULE VIOLATIONS, RISKY BEHAVIOR, OR USAGE OF THE POOL BEFORE, DURING OR AFTER POSTED HOURS.

A. Pool and spa hours are 8:00 a.m. until 9:00 p.m. every day. Animals are not allowed in the pool area. Exception: An **assistance animal** with a documented Kai Makani registration form on file in the Site Manager's office stating that the animal has been given the specific exception to be in the pool area.

B. Running, diving, throwing objects, and excessive noise are prohibited since there is both risk and disruption to others at the pool.

C. Smoking and vaping are prohibited in any part of the pool complex.

D. No glass containers are permitted.

E. The pool is a Common Area used by residents and guests. Users should be mindful of how their activities may impact others, including noise levels for nearby apartments.

F. Use of the pool and spa is limited to residents and their guests. Nonregistered guests must be accompanied at all times by the resident who invited them. A resident can bring a maximum of four nonregistered guests at one time. Registered guests, currently staying on property, may use the pool and spa without the resident present but may not bring their own guests. Non-residents and unregistered guests using the pool/spa who are unaccompanied by a resident may be regarded as trespassers and face criminal prosecution.



PLEASE REPORT UNAUTHORIZED USERS TO THE SITE MANAGER TO VERIFY THEIR STATUS AND TAKE APPROPRIATE ACTION. Residents are strongly discouraged from personally questioning persons whom they do not recognize as to their status.

G. Common sense must prevail for the safety of all users. This includes staying out of the pool and spa if there is the possibility of transmitting an infectious disease to others.

H. Excessive splashing or screaming is prohibited. Running, diving and cannonballing are prohibited.

I. For their safety, babies and small children, because of the risk of hyperthermia (developing a high internal temperature which may cause convulsions or other health consequences), are discouraged from entering the hot tub. This is the decision of the supervising parent or guardian who assumes all responsibility for consequences to a child in the spa.

J. No toys or swim aids are allowed in the spa.

K. In the pool, inflatable float rings, personal-sized inflatable rafts, masks, snorkels, and goggles are permitted.

L. A shower must be taken prior to each entry into the pool or spa. Lotions and oils, if not washed off, lead to the need for more frequent cleaning with subsequent increased expense for the AOA. After subsequent application of sunscreens or lotions, a pool user should re-rinse before reentering.

M. Appropriate swimwear is required including swim diapers where appropriate. Nudity, regardless of age, and exercise or streetwear are not acceptable. Sound producing devices are to be used only if earphones are employed. Please avoid loud cellphone conversations.

N. Food brought to the pool area is restricted to the pavilion. No glass is allowed.

O. A towel, brought by the resident or guest, will indicate use of a lounge; please return the lounge to its original location before you leave the pool area.

P. For residents wishing to have a party and bring a group of more than four visitors to the pool, please contact the Site Manager for arrangements.

Q. For safety purposes wheeled toys and sport items are prohibited in the pool deck and pavilion areas, including but not limited to: bicycles, tricycles, scooters, roller skates, in-line skates, balance bikes, hover boards, skate boards, push ride ons, one-wheel type boards and toy vehicles.

**15.) AED/defibrillator:**

This potentially life-saving technology is now mounted outside the pool gate nearest the Site Manager's office. Please familiarize yourself with it.

**16.) Exercise room/Gym:**

- A. Gym hours are 5:00 a.m. to 9:00 p.m. daily. Prior to 8:00 a.m., gym users should keep the windows closed and may use the air conditioner as needed.
- B. Please wear appropriate shoes for safety. Wet bathing suits are not acceptable.
- C. Please consume liquids only.
- D. Please be conscious of noise levels from electronics. Earphones are recommended.
- E. For energy conservation, either open the windows OR close the windows to use the air conditioner. When you leave the room, if you are the last person in the room, please turn off lights, TV, and air conditioning unit.
- F. Please wipe down the equipment with antiseptic wipes after each use.

**17.) Barbecue areas and open fires:**

- A. The community barbecue areas are for use between 8:00 a.m. and 10:00 p.m. Residents who use the barbecues are expected to leave the areas clean. It is recommended that glassware be avoided in these areas.
- B. Requests for parties may be submitted to the Site Manager. Such requests are on a first come, first served basis.
- C. Open fires are not allowed anywhere on property, including lanais. This includes bonfires, Tiki torches, or charcoal grills, for example.

**18.) Vehicles and parking:**

- A. The speed limit on property is 10 mph for all vehicles. Speeding, reckless driving or reckless behavior in the parking lot is prohibited.
- B. Each apartment has been assigned a "Reserved" parking space for the exclusive use of the residents of that apartment. This spot has been chosen for its convenience to the owner's unit and may not correlate with the space indicated on an owner's deed. While a deeded spot that has not been assigned is typically farther from the apartment than the currently assigned space, any owner may choose to have the deeded space as the apartment's Reserved spot.
- C. Each apartment is also entitled to the use of **one** of any available Permit Only spaces. Permit Only spaces may not be held for a specific resident.
- D. ANY ADDITIONAL SPACES, FOR ANY REASON, INCLUDING ADDING RENTERS, MUST BE BOARD APPROVED. Requests MUST be submitted in writing and must be submitted to the entire Board. The Site Manager or a single Board member may not authorize an additional space.
- E. Parking permits must be displayed on the lower passenger side window. Only two parking permits will be generated per apartment.
- F. Parking spaces labeled as "Visitor" are limited and should not be taken up by residents.

TEMPORARY PARKING PERMITS FOR OFF ISLAND, NON-RESIDENTS OF KAI MAKANI ARE **NEVER** TO BE ISSUED.

G. All vehicles of residents must be registered if parked on property or risk towing and fines. This includes motorcycles, mopeds, and bicycles. Boats are not allowed in parking spaces or common areas.

H. Parking for visitors of LESS than 48 hours should be limited to spaces marked as VISITOR; if visitors choose to use Beach Parking overnight, they may be ticketed by Maui Police.

I. Parking for visitors of MORE THAN 48 hours REQUIRES the visitor to register with the Site Manager, receive and display a Temporary Parking Pass for the duration of the stay, and PARK IN VISITORS' PARKING SPACES ONLY.

J. Vehicles may not be backed into parking spaces. Temporary exemptions may be made for special circumstances but must be requested through the Site Manager.

K. RENTERS' PARKING: Tenants must adhere to the two (2) vehicle limit, per apartment, TOTAL. If an owner keeps one or more vehicles on property, this will count toward the total assigned two (2) stalls.

L. Renters will be required to renew their parking permit(s)/registration each time a new lease is signed. If, after more than 6 months in residence, a tenant continues on a month-to-month lease extension, the Site Manager may issue additional parking approval in six month increments.

M. A motorcycle or moped may be parked in the same RESERVED space as another vehicle if neither vehicle extends past the entrance to the parking space. Mopeds may be locked to the bike rack; this area also provides camera surveillance.

N. Third Vehicles: a THIRD VEHICLE which cannot share the unit's RESERVED space SHOULD BE CONSIDERED AS AN UNUSUAL EXCEPTION, RATHER THAN AN EXPECTATION. PERMISSION IS NOT AUTOMATICALLY GIVEN BY ASKING TO USE THE SECOND SPACE OF AN OWNER WITH ONLY ONE VEHICLE. ANY SUCH REQUEST MUST BE SUBMITTED ON THE "REQUEST FOR A THIRD PARKING SPACE PERMIT" FORM AVAILABLE IN THE SITE MANAGER'S OFFICE. YOU MUST INCLUDE THE REASON FOR THE REQUEST AND IT MUST INCLUDE THE SIGNATURE OF THE OWNER OF THE OTHER UNIT. IF GRANTED BY THE BOARD, USE OF A THIRD SPACE IS IMMEDIATELY NULLIFIED IF THE OWNER OF THE OTHER UNIT ACQUIRES A SECOND VEHICLE.

O. For a third vehicle the permit required for windshield display is obtained directly from the authorization of the owner of the permit. The original permit owner physically relinquishes their second permit (of only two permits issued for each unit) to the third vehicle owner.

P. If owners allow others to use their Reserved parking stalls, this should be in writing and given to the Site Manager. Owners should not use two permit stalls as well as their Reserved space.

**Q. Trucks and other large vehicles:** Commercial trucks (bearing commercial license plates) will be required to park at the back of the property in PERMIT spaces near the car wash. No part of any parked vehicle may extend over the sidewalk for accessibility and safety reasons.

R. Residents may request the Site Manager to have unauthorized vehicles in a reserved space towed. If the violator is an owner, tenant, or guest of an owner or tenant, the owner of the unit with the violating vehicle will be responsible for towing charges.

S. If a vehicle's length causes it to extend beyond the painted lines of the parking stall, the vehicle must be parked in PERMIT spaces near the car wash.

T. Owners of a large vehicle which impinges on adjacent parking spaces will be asked, as a courtesy to community neighbors, to park at the back of the property in PERMIT spaces near the car wash. The owner of the vehicle may be asked to demonstrate that there is enough room to exit.

**U. Moving/PODS®-type storage container:** there is a limit of ONE container per unit.

- i. The container is considered to be one of the unit's two (2) parking spaces.
- ii. The container may remain on property a maximum of 6 weeks.
- iii. Residents may apply for a Temporary Parking Permit and use a VISITOR parking space while the container is on property.

**V. Inoperable vehicles** must not remain on property and may be towed at the owner's expense.

W. "Beach Parking" spaces on property have a "NO OVERNIGHT PARKING" sign and vehicles parking overnight may be towed, at the discretion of the Maui Police Department, at the vehicle owner's expense. A vehicle parked in a beach parking space for 72 consecutive hours is considered to be an abandoned vehicle and the Site Manager will arrange to have it towed.

X. Electric vehicles may not be plugged into any 110-volt electric outlets at Kai Makani for safety and insurance reasons. Owners may have a car charger professionally installed in the parking spot deeded with their apartment, with approval of the Board. Please contact the Site Manager for additional information.

**19.) Vehicle Washing and Repair:**

A. Vehicles may only be washed in the designated area near the back gated entrance to the community.

B. No repairs such as working on an engine or rotating tires are to be done on property. A jump start, or repair of a flat tire, are the only allowed work on a vehicle.

**20.) Building/Apartment Exteriors:**

A. FRONT LANAI LIGHTING, FOR SAFETY REASONS, MUST NOT BE TURNED OFF OR DISABLED, INCLUDING UNSCREWING BULBS. IT HAS BECOME NECESSARY TO MAKE THIS A FINEABLE VIOLATION.

B. Each building has one unit which was incorrectly wired to the stairwell light. The owners of these units are reimbursed for their approximate energy cost. TO PRESERVE THE SAFETY OF OTHERS, OWNERS OF THESE UNITS MUST NOT TURN OFF THEIR BREAKER BOXES WHEN THEY ARE OFF PROPERTY. Doing so is a fineable violation.

C. Nothing may be attached to the exterior of the building, including back lanais, to avoid damage to the stucco. This includes banners, advertising, or political endorsements.

D. An American flag may be displayed on the back lanai and must be in a floor stand.

E. Entry door decoration: A single front entry door decoration may be displayed.

F. On the back lanai, holiday decorations are permitted from the day after Thanksgiving through the first week of January. They may not be affixed with staples, nails, or any other product that pierces the stucco. Repairs would be at the owner's expense and fines may be given. Lights must be turned off by 10 pm daily.

G. Owners could be instructed to remove window treatments or objects on lanais that disrupt the aesthetic of the community. If in doubt, an owner should discuss a planned purchase (for example, brightly colored drapes) with the Site Manager.

H. Security or screen doors.

- i. If screen or security doors are desired for the entry door, a picture of the door being considered should be provided to the Site Manager for approval. If the selection is questionable to the Site Manager, he will seek input from the Board before a decision is made about the acceptability of the choice.
- ii. Once installed, the upkeep and painting of screen or security doors are the responsibilities of the owner.
- iii. Owners will be asked to paint, repair or remove rusted or damaged doors.

I. The procedure for approval is the same for back lanai shades, awnings, or window guards as it is for screen or security doors.

J. Residents requesting decorative lanai lighting outside of the seasonal holiday lighting should submit their request to the Site Manager. The request should include the specific light product to be used such as "Clear indoor/outdoor mini string 100 count LED lights". The Site Manager will review the request and if found to be reasonable will forward to the Board of Directors for approval.

Lanai Decorative Lighting Guidelines:

- i. Residents are asked to be considerate of their neighbors and the environment when using lanai lighting. Lights should not interfere with your neighbors in terms of brightness or a noticeable distraction and should tend towards the "warm" side, meaning not too bright.
- ii. Turn lights off by 10:00PM.
- iii. Light types and all similar lights that are not permitted:
  - a. Disco ball or other multi-color lights that reflect and/or emit sounds
  - b. Flashing or strobe lights
  - c. Lights that cast static or revolving designs on building surfaces
- iv. Lighting should be rated for outdoor use.
- v. Lighting should not be affixed to any stucco due to potential damage.

## **21.) Unit alterations:**

A. Prior to any structural alteration, renovation, or remodel of the interior of any unit, the owner must fill out the "Owner Proposal For Unit Alterations" available on the website or from the Site Manager. Alterations requiring a contractor will also need "Requirements For Contractors" also available at the website or from the Site Manager. When all required documentation is presented to the Site Manager, he will review and present it to the Board to authorize. Every attempt will be made to expedite decisions to the owner. Please note special requirements for second story owners in House Rule 22 to follow.

## **22.) Second floor restrictions:**

A. Second floor owners must get permission from the Board for replacement of ANY second story flooring materials, including carpeting, to protect first floor owners from any increase in noise or sound transmission.

B. Guidelines and criteria for replacing second story flooring are available as "**Guidelines for sound abatement when replacing second story floor materials**" in the Site Manager's office or from the website.

- C. Second floor residents, for the safety and consideration of first floor residents, are not to have fish tanks of more than 20 gallons, waterbeds, or vibrating or massage furniture that can be heard or felt on the first floor.
- D. Second floor residents may not shake mops, beach towels, or rugs from the lanai.
- E. Second story owners should coordinate with their downstairs neighbor if they hose down their lanai.
- F. Plants should not drip from the second story.

**23.) Lanais:**

- A. Fruit trees are not allowed on lanais because they may attract rodents.
- B. Furniture or objects on lanais that draw attention in a way that disrupts the aesthetics of the community are not allowed. This includes towels and wet bathing suits. When brought to an owner's attention, failure to correct the concern may lead to fines.
- C. Storage units on back lanais must be approved by the Board in advance. Please submit a picture of the desired storage unit along with its dimensions to the Site Manager to begin the approval process. In general, storage units must closely match the building's colors and not be excessively large for the lanai.
- D. Bikes, mopeds, kayaks, and surfboards may not be kept on any lanai. Owners have access to a bike rack. A kayak and surfboard storage area is also available.
- E. Front Lanais are common property just as the sidewalks or lawn areas in Kai Makani, which means they are not the sole property of any owner and should be treated as such. This is not a storage area for equipment, beach chairs, water toys, bikes, scooters, etc. A small amount of décor that does not detract from the aesthetics of the community, such as a potted plant or slipper rack, may be permitted by the Board. Any items that block or restrict access to emergency responders is not permitted.
- F. Trash/garbage receptacles and recycling containers are strictly prohibited on front lanais as these items attract rodents and insects.
- G. Being a common element, our Association is responsible for the maintenance of the front lanais. If a resident has any items located on the front lanai area, they should remove them prior to the monthly cleaning such that the maintenance staff can effectively and efficiently clean the area. The maintenance staff may move items and return them in the general area but not in the exact position they were found. Therefore, it is the responsibility of the resident and NOT the maintenance staff to replace the items in their original locations.
- H. Grills and similar devices cannot be used on lanais. THIS IS A MAUI COUNTY CODE SO NO EXCEPTIONS TO THIS POLICY CAN BE MADE. USING A GRILL ON A LANAI OR WITHIN 10' OF ANY STRUCTURE WILL BE SUBJECT TO AN IMMEDIATE \$1,000 FINE AND POSSIBLE REPORTING TO THE MAUI COUNTY FIRE DEPARTMENT. Please see House Rule 12 Common Areas for information on using a personal grill on property.

**24.) Smoke detectors and fire extinguishers:**

- A. Smoke detectors are hardwired into every apartment. The backup batteries should be replaced annually. Evidence of disabling a smoke detector will result in a \$1,000 fine.

It is recommended that each resident know the location and operation of the fire extinguishers on the front lanai of every building.

It is recommended that each owner purchase an additional fire extinguisher for each apartment kitchen.

**25.) Water waste disposal and electrical equipment:**

A. Damage resulting from misuse of toilets, drains, or sewer facilities will lead to a fine for the responsible owner as well as the cost of all repair and replacement.

B. Electronics or electrical equipment in an owner's unit which leads to fire or other damage to the unit or building is solely the financial responsibility of the owner.

C. Maintenance within a specific unit may significantly impact fire or water damage to adjacent units.

In every even numbered year, mandatory cleaning of dryer vents occurs.

D. Potential sources of leaks within each apartment will be examined when dryer vents are cleaned. This does not relieve the owner of the responsibility of monitoring their plumbing regularly to proactively address potential problems.

E. Owners may opt out of either by submitting a certified statement documenting a professional cleaning of dryer vents or inspection of water leak sources using the AOA criteria within the previous six months.

**26.) Prohibited activities:**

A. If a resident works from home, the work should not impact the privacy or well-being of neighbors and community. Complaints about excess noise, water consumption, foot traffic or parking issues are among the concerns that may lead to Board investigation and action.

B. Smoking, including the use of e-cigarettes, is allowed in the parking lots, but not other common elements, and is allowed within the interior space of a resident's unit only. Smoking is prohibited on lanais.

C. No cigarette butts or other smoking paraphernalia may be thrown or left anywhere on any common areas including the parking lots. An immediate fine of \$500 will be charged to the owner in the event an owner or tenant is observed throwing cigarettes or smoking on the lanai.

D. No soliciting is allowed on property except that owners running for the Board may solicit votes or proxies by discussing their candidacy in common areas.

E. Alcoholic beverages are not to be consumed in common areas with the exception of the pool pavilion and barbecue areas. Glass containers are not allowed at the pool and discouraged in the barbecue areas due to concerns about broken glass.

F. The use, growing, or manufacture of illegal substances of any kind is strictly prohibited within the apartments or common areas. Violators will be reported to the police. In addition, tenants may be summarily evicted.

G. Damaging any building or AOA property or actions that could impair the structural integrity of a building or result in the cancellation of insurance or cause an increase in the insurance rate for the AOA will result in a fine of \$1,000 and the cost of repair or replacement passed on to the responsible owner.

H. No person shall intimidate, harass, engage in discrimination or threaten another person or unreasonably interfere with or disturb the right of enjoyment of the property by another resident in the discretion of the Board.

I. Cameras may be used in accordance with the Association's Camera Policy, which is attached to these Rules. Violations of the Camera Policy may result in fines and/or removal of the camera by the Association.

**27.) Fines:**

The purpose of fines is to encourage the change of behaviors which might lower our property values (such as unsightly appearance of the property—even wet towels draped from railings may diminish the inherent worth of our property to observers); or, behaviors that threaten the safety or well-being of others (such as, speeding on property, tripping hazards, or high volume electronics).

Delinquent accounts may be sent to the AOA's attorney for collection action. All legal fees and court costs are passed on to the owner in accordance with Hawaii state law.

ALL FINES ARE CHARGED TO THE OWNER OF THE PROPERTY. If a tenant or guest generates a fine, it is always the owner who is held responsible. Owners, of course, have the option to require their tenants to repay the fines to them.

Fines may be appealed, in accordance with Hawaii State law. Since fines generated by tenants or guests are the responsibility of the owner of the unit, only an owner may appeal a fine.

**FINES ISSUED WITHOUT WARNING**

- A. Renting apartment for less than six months: \$2,500
- B. Disabling smoke detectors: \$1,000
- C. Using grill within 10' of structure or creating other fire hazards: \$1,000
- D. Actions which might result in criminal or civil violations of the law: \$1,000
- E. Use of fireworks on property: \$500
- F. Smoking on lanai or throwing cigarettes or other smoking onto the property: \$500
- G. Modifying apartment exterior or lanai without written Board approval: \$500 (plus cost of repairs)

**ALL OTHER VIOLATIONS OF HOUSE RULES**

- A. A written warning will be issued to the owner for the first offense
- B. \$25 for second offense
- C. \$100 for third offense
- D. \$250 for fourth and subsequent offenses
- E. After 180 days without the same violation an owner's escalating fines will be reset to a warning.

If any common area property is damaged while violating a rule the owner will be charged the cost of repairs in addition to appropriate fines.



THE BOARD MAY ALSO ISSUE FINES OR WARNINGS AT ANY TIME FOR ANY ACTION THAT THREATENS THE AESTHETICS, PROPERTY VALUE, OR SAFETY OF OUR COMMUNITY, WHETHER OR NOT THEY ARE SPECIFICALLY NAMED IN THIS DOCUMENT.

**28.) Appealing Fines:**

- A. The owner must make the appeal in writing no more than 30 days from the date the fine was issued.
- B. An owner may request a hearing in which case the Board will designate at least three of its members to meet with the owner for a hearing to review the charges and evaluate the evidence.
- C. During a hearing the owner may present oral and written evidence to support the appeal and may call and question witnesses during the hearing.
- D. A decision will be delivered in writing to the owner within seven (7) days after the hearing. The owner will be informed of the specific violation(s) and fine(s), if any, and the reasons for the decision.

**29.) Amendments to House Rules:**

House Rules may be amended or revised from time to time as deemed appropriate by the Board of Directors of the Association of Apartment Owners (AOAO).

**30.) Requests, complaints, or suggestions for our community:**

We request that all concerns be addressed in writing, utilizing the form for this available from the Site Manager's office at the pool pavilion or printed out from our website. These forms may be e-mailed to the Site Manager or placed in the suggestion box outside the Site Manager's office.

All owners are also invited to attend Board meetings to present their ideas and concerns. Owners may also contact Board members directly by email. Email addresses are posted on the Kai Makani website.

**All owners may, pursuant to and as allowed by the Condominium Property Act codified as HRS 514B, elect to proceed to mediation or arbitration in lieu of filing an appeal of a notice of violation or fine with the Board.**

*RESIDENTS OF KAI MAKANI, MAHALO FOR KNOWING AND SUPPORTING OUR HOUSE RULES TO MAINTAIN OUR PROPERTY VALUES AND PROMOTE A SAFE, CIVIL COMMUNITY.* These rules have been updated as of August 15, 2022 and supplant any previous House Rules for Kai Makani.

## ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI

### CAMERA POLICY

#### I. Purpose and Scope

The Board of Directors (the "Board") of the Association of Apartment Owners of Kai Makani (the "Association") is committed to promoting the safety and security of the Kai Makani community while respecting the privacy rights of owners, tenants, guests, and other visitors. This Camera Policy of the Association (the "Policy") is intended to balance privacy interests with the security interests of the community.

This Policy regulates the installation and use of any camera or video system or device (each, a "Device", and collectively, "Devices") by any Owner or Occupant in the Kai Makani condominium project (the "Project"). For purposes of this Policy, "Owner" means any person or entity owning, or persons or entities owning jointly or in common, an apartment and the common interest appertaining thereto. "Occupant" means any person who uses, licenses, leases or rents a unit at the Project for overnight accommodation.

This Policy does not apply to the installation or use of any Device by any Owner or Occupant in the interior of that Owner or Occupant's apartment. In addition, this Policy does not apply to the installation or use of any Device by law enforcement personnel, the Board, the Association, or any of their respective authorized representatives.

This Policy supplements the Declaration of Condominium Property Regime of Kai Makani (as amended from time to time, the "Declaration"), the By-Laws of the Association of Apartment Owners of Kai Makani (as amended from time to time, the "Bylaws") and the Rules and Regulations of the Association of Apartment Owners of Kai Makani (as amended from time to time, the "Rules", and together with the Declaration and Bylaws, the "Governing Documents"). In the event of a conflict between this Policy and the Governing Documents, the Governing Documents shall control.

#### II. Policies and Procedures

##### 1. Permissions; Restrictions on Devices.

a. Devices are permitted in an Owner's apartment, door or doorway, and back lanai. Other than in those locations, no Owner or Occupant shall install, place, store, or mount any Device in or on the exterior of any building of the Project, protruding through the building walls, windows or roofs thereof, or in or on the common elements.

b. Each Device shall first be registered with the Association's Site Manager prior to installation. Existing Devices currently installed must be registered with the Site Manager within thirty (30) calendar days of adoption of this Policy or are subject to removal and/or fines.

2. Prohibited Devices. The installation or use of any nonfunctioning “dummy” or “placebo” Device is prohibited.

3. Prohibited Uses.

a. No Device may be installed or used in a manner that enables audio recording of persons without their consent.

b. No Device shall be installed or used in a manner that projects towards or records another owner’s unit or lanai space. Devices are permitted to project towards the common elements.


4. Maintenance. The Owner is solely responsible for ensuring the proper functioning of any Device and any costs incurred in connection with the installation, maintenance or use of any Device.

5. Liability; Indemnification. The Owner shall be responsible for any and all damage arising from or related to the installation or use of the Device. The Owner shall indemnify the Association and its representatives against, and hold such persons harmless from, any liabilities, damages, losses, obligations, claims of any kind, interest or expenses (including reasonable attorneys’ fees and expenses) arising from, connected with or relating to the installation or use of any Device.

6. Compliance. Owner is solely responsible for ensuring the installation and use of any Device complies with this Policy, the Governing Documents, and applicable Hawaii and U.S. federal law. Violations of this Policy shall require removal of the Device and/or assessment of fines.

7. Notice; No Reliance. Each Owner is hereby notified that each other Owner may from time to time use one or more Devices as contemplated by this Policy. Without limiting the foregoing, each Owner and Occupant is solely responsible for the safety and security of such person and such person’s property, and no person shall be entitled to rely on the installation, use, active monitoring or proper functioning of any Device for any purpose.

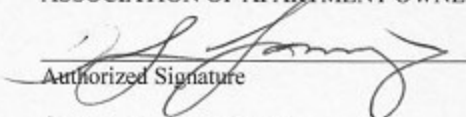
IN WITNESS WHEREOF, the undersigned has executed this Policy the 17<sup>th</sup> day of JANUARY in the year 2023.

  
Steve Ibach  
Its: President

CERTIFICATE

I, hereby certify that the foregoing is a true copy of the resolution duly adopted at a meeting of the Board of Directors duly held on JANUARY 17, 2023 and duly entered in the book of minutes of the Association, and that this Policy is in full force and effect as of this date.

ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI

  
Authorized Signature

DAVID LONEY  
Printed Name

By Its: Secretary