

## Kai Makani - Owner Proposal for Unit Alterations

—to be submitted to Kai Makani Board of Directors for the AOA

Any owner who would like to renovate or upgrade the owner's unit or replace second story flooring is required to submit a proposal to the Board for consideration and get approval before proceeding.

Print legibly

Owner name(s): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Phone(s): \_\_\_\_\_

E-mail(s): \_\_\_\_\_

As owner of Kai Makani unit \_\_\_\_\_, I propose the following alterations or renovations:

[illegible]

Legible signature: \_\_\_\_\_

Attach sketches or plans if applicable

Is plumbing involved? YES NO (circle)  
Is electrical wiring involved? YES NO (circle)  
Is this an amendment to a previous request? YES NO (circle)

Kai Makani

Mail, hand carry, or e-mail to:

Kai Makani AOA  
c/o site manager  
36 Kai Makani Loop  
Kihei, HI 96753

E-mail: [manager@kaimakani.net](mailto:manager@kaimakani.net)

The material which follows details the rules and requirements for contractors or owners who perform the work themselves.

Please note that simple interior painting, decorating, or furnishing of apartments does NOT require Board approval. Internal wiring, plumbing, or modification of internal structure of the apartment DOES require Board Review and approval. Second story flooring changes of any kind require review and approval.

## **KAI MAKANI - REQUIREMENTS FOR CONTRACTORS**

All contractors performing work on Kai Makani property must be qualified and licensed, must comply with state and local requirements and obtain any necessary permits.

Any contractor working at Kai Makani for an owner or for the AOA must provide for the site manager:

1. A copy of Contractor's License card issued by the DCCA
2. Proof of liability insurance. Name of insured must match the name on the license.
3. Proof of Workers' Compensation Insurance. Name of insured must match the name on license. Not required if contractor is self-employed or sole employee.
4. Any applicable building permits, if required.
5. A deposit of 10% of the proposal or a minimum of \$250 in the event of damage to a common element.

Contractors may not do any work on the property until the documents required above are provided and found acceptable by the Site Manager.

Each contractor must contact the Site Manager for authorization to begin work and for assignment of parking stalls for workers' vehicles and dumpster if applicable.

## **AGREEMENT BETWEEN CONTRACTORS AND OWNERS WITH KAI MAKANI AOA**

Owners and contractors must sign this agreement as acknowledgement that they have received, understood, and agree to abide by these rules and requirements.

Violators may be fined and/or the Board may require work in progress or completed work to be redone.

All applicable laws and building codes must be complied with. Any necessary permits and work approvals must be submitted to the Board of Directors and approved prior to the start of any construction.

Although the Site Manager does NOT have the authority to authorize work in the owner's unit, he has the authority from the Board to monitor and enforce compliance with these rules and requirements as well as provisions of House Rules.

Hours of construction are limited between 8 a.m. and 5 p.m. Monday through Friday BUT THERE ARE TO BE NO POWER TOOLS OR NOISE GENERATING ACTIVITY PRIOR TO 9 A.M. If work is performed on Saturday, Sunday, or holidays, it must be work contained inside the apartment with no noise being generated that can be heard outside the unit.

If the project requires that utility mains or service equipment be turned off, the Site Manager must be advised as to the reasons and expected duration AT LEAST TWO WORK DAYS IN ADVANCE. It is the responsibility of the contractor to lock and tag the equipment that is to be shut off. It is the responsibility of the contractor to promptly inform the Site Manager when the mains or equipment is turned back on.

Workers may not bring dogs on property.

Music volume which can be heard outside the unit is prohibited.

Contractors, and ultimately unit owners, are held responsible for the conduct of all persons working within the apartment or elsewhere on property.

All work and subsequent upkeep of this work will be provided by the owner of the unit at the owner's expense.

Owners will assume all liability and will be responsible for any damage or injury which may result from performance of this work.

Kai Makani AOA will not be liable for any lost or stolen material during the course of construction.

All trash will be contained within the unit or a dumpster as authorized by the Site Manager until disposed of off Kai Makani property. Property dumpsters **MUST NOT BE UTILIZED FOR CONSTRUCTION DEBRIS OR APPLIANCES.**

Clean up is to occur outside the unit at the end of each workday including entries and walkways.

Owners and contractors may not store apartment furnishings, equipment, or building materials on the apartment lanai during the project.

#### **EXTERIOR DOORS AND WINDOWS:**

1. The dimensions of all exterior doors and windows must not be altered.
2. Exterior windows and doors, if replaced, must be the same finish and color as currently exists.
3. Apartment entry doors must be of standard exterior construction and durability.
4. Locks and hardware may be replaced on unit entry doors. New hardware must be compatible in appearance with the previous hardware. Locks must meet fire door regulations and specifications.

#### **OUTSIDE DECKS AND LANAIS:**

1. Lanai wall and railings are common elements and thus the property of the AOA.
2. Lanai walls and railings must not be altered in any fashion. The walls may not be painted and no permanent attachments or mirrors placed on them.
3. Lanai lighting must be compatible with the aesthetics of the complex and bright light that shines out onto the grounds is not allowed.
4. The stucco is not to be disrupted or altered in any manner including nails and hangers.

Contractors violating the above rules and requirements are subject to a stop work order and a request to leave the premises by the Site Manager. The contractor may also be subject to a fine as determined by the Board of Directors for each violation.

**Due to the County of Maui - Public Health Emergency Rules and in an effort to fight the spread of COVID-19, the Contractor agrees to adhere to all Order mandates, which means at a minimum all workers associated with the renovation must currently be on Maui, not in quarantine, not exhibiting any Coronavirus symptoms and have not traveled off island in the last 14 days. The contractor shall also be in compliance with all other provisions contained in Governor Ige and Mayor Victorino Orders including Supplements to date.**

**NO WORK CAN BEGIN PRIOR TO BOARD OF DIRECTORS' APPROVAL**

Owners and contractors in violation of this document may be fined.

**CONTRACTOR INFORMATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number(s): \_\_\_\_\_

E-mail(s): \_\_\_\_\_

Work is expected to begin on \_\_\_\_\_ and be completed by \_\_\_\_\_

**A deposit of 10% of the proposal cost or a minimum of \$250 is to be included with this signed agreement in the event of damage to common elements or violation of rules.**

A copy of this agreement has been given to the contractor(s) and owner(s) and their signatures acknowledge that they have read, understand, and agree to abide the content.

Owner signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner printed name: \_\_\_\_\_

Contractor signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor printed name: \_\_\_\_\_

**Action of Board:** \_\_\_\_\_

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