

# **ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI RULES AND REGULATIONS**

## **(“House Rules”)**

**Effective Date: October 28, 2024 - Website: [kaimakani.net](http://kaimakani.net)**

### **DEFINITIONS**

### **NON-DISCRIMINATION POLICY**

- 1.) KAI MAKANI Contact Information
- 2.) Emergencies
- 3.) Enforcement of House Rules
- 4.) Registration Requirements
- 5.) Owners’ Responsibilities for Guests, Tenants, and Occupants and all others on Property by Owner’s Invitation
- 6.) Leasing Units
- 7.) Reasonable Accommodation/Exception Policy
- 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 (See Also Sections 12 and 23)
- 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.) Additional Guidelines
- 27.) Fines
- 28.) Appealing Fines
- 29.) Amendments to House Rules
- 30.) Requests, Complaints, and Suggestions for our Community

## DEFINITIONS

- a) "AOAO" or "AOAU": Association of Apartment Owners or Association of Apartment Units; said terms may be used interchangeably, or may be referred to simply as "the Association"
- b) "Board of Directors" or "Board" or "Board Member(s)": Governing body of the AOAO; said terms may be used interchangeably
- c) "Director": Owners elected or appointed to the Board
- d) "Unit" or "Apartment": individual condo spaces owned or leased for residential purposes only; said terms may be used interchangeably
- e) "Owner(s)": any person or entity whose name is identified on the deed, title or other conveyance document recorded in the Bureau of Conveyances of the State of Hawaii.
- f) "Tenant(s)": person(s) who have entered into written leases with an Owner for the lease of a Unit for a time period of not less than six (6) months.
- g) "Guest(s)": Person(s) who do not reside in a Unit at the Association but have been invited onto the premises by an Owner or Tenant.
- h) "Resident(s) or Occupant(s)": Owner(s), Tenant(s), and person(s) who may be family members of Owner(s) or Tenant(s) who reside in a Unit on a long-term basis six (6) months or longer.
- i) "Property" or "the Community": the condo development known as Kai Makani Beach Villas; said terms may be used interchangeably
- j) "Common Areas": areas of the Property which are available for the equal use of all Residents. These areas include front lanais, the Pool Complex (excepting the Site Manager's office), BBQ grill areas, walkways, and all grassy areas.
- k) "Limited Common Areas": areas of the Property owned by the AOAO but reserved for the use of a single Unit, such as "Reserved" parking spaces and back lanai stairwells.
- l) "Pool Complex" or "Pool Area": The gated area that contains the pool, the concrete area surrounding the pool that has lounge chairs and table and chair sets, the spa, the gym, the restrooms, and the Site Manager's office; said terms can be used interchangeably.
- m) "Managing Agent": Management company employed by the AOAO, with among other responsibilities, the duty to collect monthly assessments from Owners and facilitate the payment of AOAO bills. SEE BELOW "KAI MAKANI CONTACT INFORMATION".
- n) "Site Manager": An AOAO employee, or contracted with independent contractor. This Individual should be the Resident's first line of contact for day-to-day issues within the Community. The Site Manager shall be onsite, for the days and hours posted on the Site Manager's door to, among other responsibilities, assist Residents and ensure compliance with the House Rules. SEE BELOW "KAI MAKANI CONTACT INFORMATION".
- o) "Declaration" and "By-Laws": Founding documents for Kai Makani Beach Villas.

### **Prohibition of Discriminatory Practices**

In compliance with state and federal laws, the Association of Apartment Owners of Kai Makani ("Association") has adopted the following policy. The interpretation and application of this policy is within the discretion of the Association Board of Directors with the goal of preventing and addressing inappropriate conduct before it rises to the level of unlawful conduct. This policy applies to Owners as well as the Association.

It is the policy of the Association to not discriminate in any real property transaction, including any decisions related to the use of any residential Unit, facility, and/or service due to an individual's race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry/national origin, disability, age, or human immunodeficiency virus (HIV) infection (collectively "protected category").

In furtherance of this policy, the Association prohibits the following discriminatory behaviors by any Owner, Resident, or Guest:

- (1) Refusing to engage in a real property transaction with a person;
- (2) Discriminating against a person in the terms, conditions, or privileges of a real property transaction or in the furnishing of facilities or services in connection therewith;
- (3) Refusing to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person;
- (4) Refusing to negotiate for a real property transaction with a person;
- (5) Representing to a person that real property is not available for inspection, sale, rental, or lease when in fact it is so available;
- (6) Refusing to permit a person to inspect real property;
- (7) Steering a person seeking to engage in a real property transaction;
- (8) Subjecting a person to unwelcome or offensive harassment because of that person's protected basis. Harassment based on a protected category that has the purpose or effect of creating an intimidating, hostile, or offensive living environment, or otherwise adversely affecting an individual's home environment, constitutes impermissible harassment.

Harassment may include many forms of offensive behavior. The following is a partial list:

- a. Verbal harassment, such as racial or sexual (or any protected basis) epithets, derogatory comments, jokes or slurs;
- b. Physical harassment, such as touching, assault, impending or blocking movement;
- c. Requests for sexual favors which are conditioned upon offered benefits or threats of lost benefits, whether express or implied; or
- d. Visual forms of harassment, such as displaying racial or sexual (or any other protected basis) derogatory posters, cartoon or drawings that are offensive.

- (9) Soliciting or requiring as a condition of engaging in a real property transaction that the buyer, renter, or lessee be tested for human immunodeficiency virus infection (HIV), the causative agent of acquired immunodeficiency syndrome (AIDS);
- (10) Refusing to permit, at the expense of a person with a disability, reasonable modifications to existing premises occupied or to be occupied by the person if modifications may be necessary to afford the person full enjoyment of the premises;
- (11) Refusing to make reasonable accommodations in rules, policies, practices, or services, when the accommodations may be necessary to afford a person with a disability equal opportunity to use and enjoy a housing accommodation; provided that if reasonable accommodations include the use of an animal, reasonable restrictions may be imposed;

If you are a person who has a physical or mental condition which substantially limits one or more of your major life activities, such as walking, seeing, hearing, breathing or caring for oneself, and you need a modification or accommodation to your housing unit or the common elements, you may request the modification or accommodation by contacting the Association's Managing Agent.

- (12) Instituting or applying facially neutral policies or restrictions which result in a disparate adverse impact;
- (13) Failing to design and construct housing accommodations in a manner that it has at least one accessible entrance, unless it is impracticable to do so because of the terrain or unusual characteristics of the site;
- (14) Threatening, intimidating or interfering with persons in their enjoyment of a housing accommodation because of the person's race; sex, including gender identity or expression; sexual orientation; color; religion; marital status; familial status; ancestry/national origin; disability; age; or human immunodeficiency virus (HIV) infection or of visitors or associates of such person;
- (15) Printing, circulating, posting, or mailing, or causing to be so published, a statement, advertisement, or sign, or using a form of application for real property transaction, or making a record or inquiry in connection with a prospective real property transaction, which indicates, directly or indirectly, an intent to make a limitation (preference), specification, or discrimination with respect thereto;
- (16) Retaliating, threatening, intimidating, interfering, obstructing, or preventing persons in the enjoyment or exercise of full and equal rights to enjoy a housing accommodation; or
- (17) To aiding, inciting, or coercing another person to engage in a discriminatory practice.

All persons may report a violation of this policy without fear of retaliation. Any incident of retaliation or other alleged discrimination may be brought to the attention of the Association's Managing Agent who will promptly and thoroughly investigate the matter and will take appropriate corrective action to prevent further occurrences.

Retaliation under this policy includes, but is not limited to, discrimination by the Owner, Tenant, Guest, management company, and/or their agents and/or employees, against:

- Any Resident or Guest who complains of a discriminatory practice prohibited by this policy; or
- Any Resident or Guest who reports discrimination or who assists or participated in an investigation into allegations of this policy.

**Owners are responsible for the conduct and behavior of their Tenants, Guests, and invitees.**

Any person found in violation of this Policy, and/or his/her responsible Owner will be subject to forceful and appropriate consequences to deter offenders, including but not limited to, sending violation notices, imposing fines, and/or pursuing legal action to the extent available under the law. The Board of Directors, in its sole discretion, may impose a fine up to \$1000 assessed to the Owner's Unit with or without prior written warning for each violation of the Non-Discrimination Policy. Owners may appeal fines.

### **Non-Discrimination Policy**

The Association condemns all forms of harassment and harassing behaviors. The following conduct by Owners, Residents, Tenants, Guests, contractors, and other invitees and Occupants of the Association is prohibited under this policy:

To subject an Association employee, Owner, Tenant, Guest or Association (third-party) contractor to unwelcome or offensive harassment because of that person's race, color, religion, sex including gender identity, Owner, Tenant, Guest or Association (third-party) contractor to unwelcome or offensive harassment because of that person's race, color, religion, sex including gender identity and expression, age, national origin, ancestry, marital status, arrest and court record, genetic information, disability, sexual orientation, citizenship, credit history, military service, victim of domestic abuse status, reproductive health decisions, or other grounds protected under applicable state and federal laws, regulations, and/or executive order in violation of this policy.

Harassment may include many forms of offensive behavior. The following is a partial list:

- a. Verbal harassment, such as racial or sexual (or any protected basis) epithets, derogatory comments, jokes or slurs—even if those comments are not directed at the Association employee but rather uttered within hearing distance of the Association employee;
- b. Physical harassment, such as touching, assault, impeding or blocking movement;

- c. Refusing to allow an Association employee to touch one's belongings (car, groceries, food delivery, packages, etc.) because of that employee's race, national origin, or other protected category;
- d. Requests for sexual favors which are conditioned upon offered benefits or threats of lost benefits, whether express or implied; or
- e. Visual forms of harassment, such as displaying racial or sexual (or other protected basis) derogatory posters, cartoon or drawings, including on clothing, that are offensive.

**Owners are responsible for the conduct and behavior of their Tenants, Guests, and invitees.**

Any person found in violation of this anti-harassment policy, and/or his/her/their responsible Owner will be subject to forceful and appropriate consequences to deter offenders and remedy inappropriate conduct, including but not limited to, sending violation notices, imposing fines, and/or pursuing legal action to the extent available under law. The Board of Directors, in its sole discretion, may impose a fine up to \$1000.00 assessed to the Owner's Unit with or without prior written warning for each violation of the Anti-Harassment Policy. Owners may appeal fines.

**1. KAI MAKANI 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 / <https://www.destinationmaui.net>

**Board of Directors:**

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

**2. Emergencies:**

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

The Site Manager should also be informed if police are called or the Community is endangered by fire, flooding, or other major threat.

Any Resident(s) 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 with special needs should not depend on the Site Manager or the AOA for emergency assistance, informing the Site Manager of said special needs can be helpful in any Community efforts organized to help Residents in times of emergency.

**3. Enforcement of House Rules:**

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

Any Resident concerned about a possible violation of the House Rules should inform the Site Manager. If the Resident 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 Tenant(s) if applicable, will be notified if a House Rules violation is reported or suspected. Many House Rules' violations are the result of misunderstandings, and the Board will make every effort to solve matters through civil, courteous communication. However, when violations are repeated or not rectified, fines will be issued by the Site Manager, Managing Agent, or Board in accordance with the Fines Schedule listed below. Owner(s) is responsible for ensuring their family members, Guests, Tenants, and other invitees 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 do not lead to corrective behavior, the Board may take any legal action necessary to obtain compliance with the House Rules including but not limited to bringing legal action(s) and/or contacting authorities such as police, fire department, county agencies, etc.

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

#### **4. Registration Requirements:**

- A. For the safety of all persons at the Property, and for emergency purposes, Guests who are staying on the Property for 48 hours or more, shall register with the Association at the Site Manager's office promptly upon arrival at the Property. Owners should notify the Site Manager.
- B. All Owners, their families, Tenants, Guests, Contractors, employees of any vendors, and any other persons using the Property on behalf of the Owners shall be bound by these House Rules. Owners shall be responsible, including liability for damages and fines, for the conduct of their family, Tenants, Guests, agents, contractors, employees and other invitees.
- C. All bikes and motorized vehicles must be registered with the Site Manager if they are stored on property.
- D. Registering Workers: Any person working in a Unit ("workmen") shall contact the Site Manager to fill out all appropriate paperwork, obtain the Rules of Conduct, and pay any deposit, if required, prior to conducting any work at said Unit. It is the responsibility of the Owner who is employing said workmen to have said workmen establish contact with the Site Manager prior to instigating any work. All necessary paperwork and instructions must be obtained by personally meeting with the Site Manager. The Owner is responsible for ensuring workers follow these steps.
- E. For alteration/renovation projects such as those involving plumbing, electrical, or flooring, Owners must submit the Alteration Request Form available on the Kai Makani Website: [www.kaimakani.net](http://www.kaimakani.net).



**5. Owners' Responsibilities for Guests, Tenants, and Occupants and all others on Property by Owners' invitation:**

- A. An important understanding is that ALL FINES AND ACTIONS ARE DIRECTED TO AN OWNER RATHER THAN AN OWNER'S OCCUPANTS, TENANTS, GUESTS, AGENTS, CONTRACTORS, EMPLOYEES, AND ALL OTHER INVITEES.
- B. Hence, it is imperative that Owners inform Occupants, Tenants, Guests and all other invitees of all Community expectations and make available access to a copy of these House Rules when appropriate, for example, to a new Tenant. Additional copies of these House Rules can be downloaded or viewed from the [Kai Makani website](#) or obtained from the Site Manager's office.

**6. Leasing Units:**

- A. Under the requirements of the AOA's Declaration, if an Owner desires to lease their Unit, the Unit must be leased for a MINIMUM of 6 months and a copy of the lease must be submitted to the Board.
- B. SHORT TERM RENTALS, INCLUDING SUBLEASES, ARE STRICTLY FORBIDDEN. UPON CONFIRMATION OF THE EXISTENCE OF ANY SUCH SHORT-TERM RENTAL, THE OWNER(S) OF SAID UNIT SHALL BE SUBJECT TO AN IMMEDIATE \$2,500 FINE. SUSPECTED SHORT-TERM RENTALS ARE REPORTED TO THE COUNTY FOR INVESTIGATION.
- C. Tenants must abide by these House Rules. PLEASE MAKE ACCESS TO THESE HOUSE RULES AVAILABLE TO YOUR TENANTS. COPIES OF THE HOUSE RULES ARE AVAILABLE ON OUR WEBSITE: KAIMAKANI.NET. When fines are levied due to the acts of Tenants, the Owner is always responsible for the timely payment of said fines.

**7. Reasonable Accommodation/Exception Policy:**

- A. A person with a disability may request a reasonable accommodation for consideration by the Board. If the disability is obvious or readily apparent, then a request is not needed.
- B. Requests shall be submitted and addressed to the Managing Agent, the request should state that the person seeking the accommodation has a disability, and that the reasonable accommodation will alleviate one or more symptoms of the disability. The request may be made orally or in writing. However, in order to prevent delays and misunderstandings regarding the request and to ensure the decision is based on sufficient information, it is requested that the person seeking the accommodation complete their request in writing. Failure to complete the request in writing will not be grounds, in itself, for denial of the requested accommodation, if the information necessary to evaluate the request is provided to the Managing Agent in another manner. The Board will review the request as expeditiously as possible.

- C. Should the disability and/or disability-related need not be readily apparent, the Association may further request the Owner, Tenant, or Occupant to have his/her health care professional, mental health professional, or social worker provide verification to provide it to the requester. In turn, the requestor will provide the verification to the Association. The information requested of the health care professional shall be limited to verification that the accommodation is needed to alleviate one or more symptoms of the person's disability. The symptoms of the disability need not be disclosed. The Managing Agent and/or the Board shall not ask the Owner, Tenant, or Occupant to provide access to health care professional, or any details regarding the diagnosis, nature of the disability, symptoms, and medical records.
- D. The Board will review and respond to the request, and all submitted documentation as promptly as reasonably practicable. The requestor will be informed of the decision regarding the request for accommodation. If the request is approved, the approval will be provided in writing. If the request is denied, the response will include an explanation for the basis of denial.

## **8. Animals:**

- A. Two pre-approved pets are allowed per Unit. Each pet must weigh 30 pounds or less. Said pets may not be bred or used for commercial purposes. Livestock is not permitted anywhere on the Property. ASSISTANCE ANIMALS ARE NOT CONSIDERED TO BE PETS.
- B. Assistance Animal means an animal that is needed to perform disability-related work, services, or tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. "Assistance Animals" may include but are not limited to service animals, therapy animals, comfort animals, or emotional support animals that may have formal training or may be untrained and may include species other than dogs. Please see attached Assistance Animal Policy for further information.
- C. Unruly/unsafe Animals. 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 personal property. Should the Board determine that any pet or any assistance animal poses a threat to the health or safety of Residents or their personal property, the animal's owner will be given a reasonable opportunity to correct the problem AS LONG AS A PLAN, DETAILING THE PLANNED PROCEDURE AND TIMELINE TO ALLEVIATE THE THREAT CAUSED BY THE ANIMAL IS SUBMITTED AND APPROVED BY THE BOARD. Any such unruly/unsafe animal must be immediately removed from the Property if the owner is unable to correct the problem within the time period set forth in an approved Plan.
- D. Responsibilities of Animal Ownership:
  - i. Animals are allowed on Common Areas (excepting the Pool Complex) only when they are 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 the Site Manager's office or on the AOA's website. If an Owner is requesting an accommodation from the House Rules regarding an assistance animal, such as a dog weighing more than 30 pounds or being admitted to the Pool Complex, a request form, available on the AOA's website, [kaimakani.net](http://kaimakani.net), must be filled out and submitted to the Board of Directors for pre-approval.
- iii. An Owner must agree in writing that a Tenant may keep a pet. A copy of the Owner's agreement with the Tenant must be provided to the Site Manager prior to said animal being allowed on the Property. Said agreement will be kept on file in the Site Manager's office.
- iv. Owners and Tenants are fully and completely responsible for any and all problems caused by their animals while on the Property, and for any and all claims made against the AOA, the individual Board members, the Site Manager, and Managing Agent as a result of these problems. Residents with animals must reimburse the AOA for any and all expenses, including attorney fees, incurred in defending claims resulting from any such animal problems.
- v. Animal Owners must diligently and promptly pick up and dispose of all solid waste from the animal on any part of the Property and Common Areas.
- vi. Only specifically exempted assistance animals are allowed in the Pool Complex.
- vii. No animal may be left unattended in any Common Area or on a Unit's front or back lanai.
- viii. ANY PET FOUND BY THE BOARD TO BE CAUSING A NUISANCE OR UNREASONABLE DISTURBANCE, AS REASONABLY DETERMINED BY THE BOARD, TO ANY RESIDENT OF THE PROPERTY SHALL BE ORDERED TO BE PROMPTLY AND PERMANENTLY REMOVED FROM THE PROPERTY, subject to the provisions of subsection "C" immediately above.

E. 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 ALSO COMPLY WITH ALL OTHER MANDATES AND RESPONSIBILITIES REQUIRED OF RESIDENTS.

**9.) Absence from the Property:**

- A. Owners residing outside Maui and renting their Unit are required per HRS Chapters 467 and 521 to have an on-island agent, which shall be a Hawaii licensed Real Estate Broker, a Hawaii licensed Real Estate Salesperson under the direction of a Real Estate Broker, a Hawaii licensed Condo Hotel Operator, or a custodian/caretaker who is employed by a single owner.
- B. The AOA does not have master keys to Owner's Units. It is recommended that every Owner should have a neighbor, rental agent, or another caretaker keep a key when the Owner(s) will be away for more than a couple of days.

- C. It is further recommended that all Residents inform the Site Manager when they will be away, provide contact information, and record who is in possession of your key if there is an emergency. Without a readily available key, in the event of an emergency, such as a 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.
- D. In a Resident's absence, if provision is not made for the exterminator to enter the Unit, please note that insects may vacate a neighbor's sprayed Unit and take refuge in the unsprayed Unit. Residents who 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.
- E. The Site Manager CANNOT be given the task of checking the interior of any Unit during a Resident's absence. Therefore, Residents may want to consider asking a friend or neighbor to look in on their Units on a periodic basis during their absence.

#### **10.) Security:**

- A. The AOA depends on the county police department and our Residents' common sense for our Community's security. Please report all suspicious activities or vandalism to the police. If appropriate, please provide police reports and complete an incident report for the Site Manager.
- B. Neither the Site Manager, the Managing Agent, the Board, nor the AOA are responsible for any bikes, kayaks, surfboards, lanai furniture, storage unit contents, or other personal property/possessions belonging to the Residents if damaged or stolen while on the Property. The AOA provides locations where Residents are allowed to locate their personal property/possessions as a convenience to the Residents. The AOA assumes no liability for, nor guarantees the safety of, said personal property/possessions that the Residents have located on the Property.

#### **11.) Residents' right to Acceptable, Non-Disruptive Noise Levels:**

- A. Disturbing the peace of other Residents, whether from electronics, human voice, dogs barking, or motorized vehicles, is not permitted. The Community's quiet hours, the time period when special attention should be paid to noise reduction, are 10:00 p.m. to 8:00 a.m. The noise level emanating from any apartment shall not exceed 50 decibels between the "**quiet hours**" of **10:00 p.m. to 8:00 a.m.** At all other hours, the noise level emanating from any apartment shall not exceed 65 decibels.
- B. Being able to hear children playing or adult voices coming from the Pool Complex does not by itself constitute exceeding acceptable noise levels.

- C. Please note that based on the original builder's carpeting, when doors and windows were closed, sound from TV and music sources at the very loud sound level of 80 decibels could not be heard in adjacent Units. Therefore, to continue providing non-disruptive noise levels for Residents, ANY electronic sound transmission which can be heard in an adjacent Unit when doors and windows are closed will require an offending Owner to do noise reduction or face a fine, whether or not flooring replacement has been done.

## 12.) Common Areas: (Open Fires, Bike Safety, Signage)

- A. Common Areas are the parts of the Property which are available for the equal use of all Residents. These areas include front lanais, the Pool Complex (excepting the Site Manager's office), the BBQ grill areas, walkways, and all grassy areas. Residents may not alter Common Areas, including alterations to foliage, without having first submitted a written request, which has been pre-approved in writing by the Board, or as designated, to the Landscaping/Grounds Committee.
- B. Limited Common Areas are parts of the Property 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 anywhere on the Property.
- D. Open fires are not allowed anywhere on Property, including lanais. This restriction includes, but is not limited to, bonfires, Tiki torches and charcoal grills.
- E. GRILLING: Residents may use the AOA-owned BBQ grills or their personal (non-AOA owned) grill.
  - i. When using AOA grills, please follow all instructions posted by the grills and clean the grill with the brush supplied under the grill after each use as a courtesy to others. The AOA owned grills and barbecue areas are for Residents' use between 8:00 a.m. and 10:00 p.m. It is recommended that glassware be avoided in these areas. Requests for parties which utilize the AOA owned grills and barbecue areas may be submitted to the Site Manager. Such requests are on a first come, first served basis. PLEASE ALWAYS REMEMBER TO TURN OFF THE GRILLS AND CLOSE THE PROPANE TANKS AFTER EACH USE.
  - ii. RULES FOR USING GROUND FLOOR NON-AOA OWNED GRILLS: (See Section 23 for 2nd Floor Lanai Use Restrictions)
    - a. **Personal Grills CAN ONLY BE USED IF THEY ARE LOCATED A MINIMUM OF 10 FEET away from any structure, such as your lanai, or any other part of any building on the Property. 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.
- F. Bikes, including electric bikes, may be carefully ridden on walkways and within the 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 hoverboards are not to be used anywhere on the property for safety reasons.
- G. Non-motorized/powered conveyances such as skateboards, roller blades, scooters, etc., may be used with caution in all Common Areas except the grass and Pool Complex areas. Reckless behavior, while using said non-motorized/powered conveyances, is a violation of the House Rules.
- H. 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 who use bicycles or other recreational equipment within the Common Areas do so solely at their own risk. Neither the AOA, the individual Board of Directors, the Site Manager, nor the Managing Agent are responsible for any injury or other consequences to anyone involved with these conveyances. Residents assume all liability for actions and damages resulting from using bicycles or other recreational equipment and shall be responsible for the conduct and safety of their family members, Guests and all other invitees.
- I. Signs (such as "Open House", "For Sale", or "For Rent" signs) are allowed at one (1) driveway entrance only, plus one (1) sign in front of the subject Unit building 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 the Board's, or as designated, to the Landscaping/Grounds Committee's pre-approval. An Owner may not remove or add plants or alter any landscaping features without first providing a written description of a proposal and awaiting a Board/Committee decision.
- B. Any concerns about the AOA-hired professional groundskeeping team MUST be addressed in writing to the Site Manager, not the hired groundskeepers. The Site Manager, depending on the issue, may bring said issues or concerns to the Board. Please remember that the groundskeepers work for the AOA and not individual Residents.
- C. Residents may volunteer to participate on the Landscaping/Grounds Committee. Contact the 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.** The following is meant to add to - NOT supersede - matters set forth in the Pool and Spa Signage.

**IN CASE OF EMERGENCY, ONE OF THE THREE POOL AREA GATES CAN BE OPENED FROM THE INSIDE OF THE POOL COMPLEX WITHOUT A FOB; THIS GATE IS MARKED AS AN "EMERGENCY EXIT" AND IS THE ONE NEAREST THE SITE MANAGER'S OFFICE.**

**VIDEO RECORDINGS MAY/WILL 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 Complex. 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, "cannon-balling", throwing objects, tossing people into the air, and excessive noise (including, but not limited to, screaming/yelling/amplified music) are prohibited since there is both risk and disruption to others at the pool and spa.
- C. Smoking and vaping are prohibited in all parts of the Pool Complex.
- D. No glass containers are permitted within the Pool Complex.
- E. The Pool Complex is a Common Area to be used only by Owners, Tenants, Residents, and their Guests. Users of the Pool Complex should be mindful of how their activities may impact others, including noise levels for nearby Units.
- F. The Pool Complex, and the AOA-owned barbecue grills, are restricted to use by Owners, Tenants, Residents, and their Guests. An Owner or Tenant of a Unit is allowed to have up to four Guests, per Unit, utilizing the Pool Complex and AOA-owned barbecue grills when accompanied by the Owner or Tenant. Any Owner or Tenant who desires to allow more than four persons to utilize the Pool Complex and/or the AOA-owned barbecue grills, such as for a party, shall first obtain prior written approval from the Board and/or Site Manager.
- G. PLEASE REPORT UNAUTHORIZED USERS OF THE POOL COMPLEX AND THE AOA-OWNED BARBECUE GRILLS TO THE SITE MANAGER. THE SITE MANAGER WILL VERIFY THE STATUS OF POTENTIAL UNAUTHORIZED USERS AND TAKE APPROPRIATE ACTION.
- H. Residents are strongly discouraged from personally questioning people whom they do not recognize as to their status.

- I. Common sense must prevail for the safety of all users. This includes staying out of the Pool Complex if there is the possibility of transmitting an infectious disease to others.
- J. For health and safety purposes, incompetent swimmers **MUST** be supervised by a competent swimmer in the pool area at all times. Persons who cannot swim must be within arm's length of a competent swimmer at all times. Elderly persons, pregnant women, infants and persons with health conditions requiring medical care should consult with a physician before entering the spa (also referred to as a "jacuzzi"). Hot water immersion while under the influence of alcohol, narcotics, drugs or medicines may lead to serious consequences and is not recommended. Long periods of soaking in a spa may lead to nausea, hyperthermia, dizziness, or fainting.
- K. No flotation devices or swim aids are allowed in the spa.
- L. In the pool, inflatable float rings, personal-sized inflatable rafts, masks, snorkels, and goggles are permitted.
- M. Prior to each entry into the pool or spa the Association requests that all pool and spa users shower. 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, all pool and spa users should re-shower before re-entering the pool and spa.
- N. Nudity in the common elements is prohibited. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. Sound producing devices are to be used only if earphones are employed. Please avoid loud cell phone conversations.
- O. Food brought to the pool area is restricted to the covered areas (e.g., adjacent to the pool, where the tables and chairs are located). No glass is allowed.
- P. A towel, brought by the Resident or Guest and lying on a lounge chair, will indicate use of a lounge chair. Residents and Guests should return all lounge chairs, if moved, to their original location before leaving the Pool Complex.
- Q. For safety purposes, wheeled equipment (except disabled mobility equipment) and sport items are prohibited within the Pool Complex; this includes, but is not limited to, bicycles, tricycles, scooters, roller skates, in-line skates, balance bikes, hoverboards, skateboards, push ride ons, one-wheel type boards, miniature vehicles, and all other equipment and sport items of a similar nature.

**15.) AED/Defibrillator:**

**This potentially life-saving technology is now mounted OUTSIDE the pool gate which is located nearest the Site Manager's office. Please familiarize yourself with its location.**



#### **16.) Exercise Room/Gym:**

**The exercise room/gym is to be used ONLY by Owners, Tenants, and Residents and their accompanied registered Guests. Everyone using the exercise room/gym does so at their own risk.**

- 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 closed toe athletic shoes for safety. Wet bathing suits are not allowed in the exercise room/gym.
- C. Please consume only non-alcoholic liquids within the exercise room/gym.
- D. Please be conscious of noise levels from all electronics used while in the exercise room/gym. Earphones are recommended.
- E. For energy conservation, either open the windows OR close the windows prior to using the air conditioner. When you leave the room, if you are the last person in the room, please turn off the lights, TV, and air conditioning unit.
- F. Please wipe down all the equipment used with antiseptic wipes after each use.

#### **17.) Barbecue Areas and Open Fires (see also Sections 12 and 23):**

- A. The AOA-owned barbecue grill areas are for use between 8:00 a.m. and 10:00 p.m. Residents who use these barbecue grills are expected to leave the areas clean and turn off the fuel supply after use. It is recommended that glassware be avoided in these areas.
- B. Requests for parties which allow additional Guests to use the AOA-owned grill areas 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 the Property, including lanais. This includes, but is not limited to, bonfires, Tiki torches, and charcoal grills.

#### **18.) Vehicles and Parking:**

- A. The speed limit on the Property is a maximum of 10 mph for all vehicles. Speeding, reckless driving or reckless behavior in the parking lot is strictly prohibited and may result in fines being levied against the appropriate Owner.
- B. Each Unit has been assigned a "Reserved" parking space for the exclusive use of the Owners, Tenants, and Residents of that Unit. This parking space has been chosen for its convenience to the Owner's Unit and may not correlate with the parking space indicated on an Owner's deed. While a deeded parking space that has not been assigned is typically farther from the Unit than the currently assigned parking space, any Owner may choose to have the deeded parking space as the Unit's Reserved parking space.

- C. Each Unit is also entitled to the use of **one (1)** of any available “Permit Only” spaces. Permit Only spaces may not be held for a specific resident.
- D. ADDING ANY ADDITIONAL PARKING SPACES (beyond the 2 parking spaces per Unit rule), FOR ANY REASON, INCLUDING ADDING TENANTS, MUST BE BOARD APPROVED. Requests MUST be submitted in writing and must be submitted to the Board for approval. The Site Manager or a single Board member may not authorize an additional parking space.
- E. Parking permits must be displayed on the lower passenger side window of the automobile assigned said parking space. Only two (2) parking permits (one assigned “Reserved” space and one unassigned “Permit Only” space) will be generated per Units.
- F. Parking spaces labeled as “Visitor” are limited and should not be taken up by Residents.
- G. All vehicles of Residents must be registered if parked on the Property or risk violation notices and fines. This includes motorcycles, mopeds, and bicycles. Boats are not allowed to be parked in any Community parking spaces or Common Areas.
- H. Parking for visitors staying on the Property for **LESS** than 48 hours should be limited to spaces marked as “VISITOR”. NOTE: If Visitors choose to use Beach Parking overnight, they may be ticketed by Maui Police.
- I. Parking for Visitors staying on the Property for **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 any Community parking spaces. Temporary exemptions may be made for special circumstances, but an exemption must be requested and approved through the Site Manager.
- K. Tenants’ Parking: Tenants must adhere to the two (2) vehicle limit TOTAL parking spaces allowed per Unit. Therefore, if an Owner keeps one or more vehicles on the Property, this will count toward the total assigned two (2) parking spaces allowed for that Unit and the Tenant(s).
- L. Tenants are required to renew their parking permit(s)/registration each time a new lease is signed. If Tenants fail to comply with this requirement, the Owners of the rented Unit will be informed of such failure and may be subject to fines for any continued noncompliance.
- M. A motorcycle or moped may be parked in the same RESERVED parking space as another vehicle if neither vehicle extends past the entrance to the parking space or onto any walkway. Mopeds may be locked to the bike rack; this area also provides camera surveillance.

- N. **Third Vehicles:** A third vehicle which cannot share a Unit's RESERVED parking space (such as a motorcycle) 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. THE APPLICANT MUST INCLUDE THE REASON FOR THE REQUEST AND IT MUST INCLUDE THE SIGNATURE(S) OF THE OWNER(S) OF THE OTHER UNIT. IF GRANTED BY THE BOARD, USE OF A THIRD SPACE IS IMMEDIATELY NULLIFIED IF THE OWNER(S) OF THE OTHER UNIT ACQUIRES A SECOND VEHICLE OR SELLS THEIR UNIT.
- O. **Third Vehicle Windshield Permits:** For any such allowed third vehicle, the permit required for windshield display is obtained directly from the authorization of the Owner of the parking space permit. In other words, the original parking space permit Owner must physically relinquish their second parking space 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, such authorization must be in writing, with a copy of said authorization given to the Site Manager. Owners are not allowed to use two PERMIT ONLY parking spaces as well as their RESERVED parking 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 ONLY parking spaces near the car wash area. 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 parking space cited with a violation notice. If the violator is another Owner, Tenant, Guest, or other invitee of an Owner or Tenant, the Owner of the Unit with the violating vehicle will be responsible for all parking violations.
- S. If a vehicle's length causes it to extend beyond the painted lines of any parking space, the offending vehicle must be parked in the PERMIT ONLY parking spaces near the car wash area.
- 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 the PERMIT ONLY spaces near the car wash area. The Owner of any such offending vehicle may be asked to demonstrate that there is enough room for the vehicle to safely exit the Property.

- U. **Moving/PODS®-type storage container:** there is a limit of ONE container per Unit.
  - i. The parking space occupied by any such storage container is considered to be one of the Unit's two (2) parking spaces.
  - ii. The container may ONLY remain on the Property for a maximum of 6 weeks.
  - iii. Depending on the circumstances, Residents may apply for a "Temporary Parking Permit" and, if approved, use a VISITOR parking space while the container is on the Property.
- V. **Inoperable vehicles** are not allowed to remain on the Property and may be towed at the Owner's expense.
- W. Parking spaces on the Property which are designated by signage as "Beach Parking" are also designated as "NO OVERNIGHT PARKING" parking spaces. All vehicles parked overnight in the Beach Parking spaces 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 contact Maui Police Department.
- X. Electric vehicles shall NOT be plugged into any 110-volt electric outlets at Kai Makani - - this rule is strictly enforced for safety and insurance reasons. However, upon pre-approval by the Board, Owners may have a car charging station professionally installed, at their sole expense, within the parking space deeded with their Unit. Please contact the Site Manager for additional information.

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

- A. Vehicles shall only be washed in the designated car wash area near the back gated entrance to the Property.
- B. No vehicle repairs, including but not limited to working on an engine or rotating tires, are to be conducted on the Property. A jump start, or the repair of a flat tire, are the only types of vehicle repair work allowed on the Property.

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

- A. FRONT LANAI LIGHTING, FOR SAFETY REASONS, MUST NOT BE TURNED OFF OR DISABLED, INCLUDING UNSCREWING LIGHT BULBS. IT HAS BECOME NECESSARY TO MAKE THIS A FINEABLE VIOLATION.
- B. Each residential building within the Property 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. Turning off these specific breaker boxes is a fineable violation.

- C. Nothing may be attached to the exterior of the Property's buildings, including back lanais, to avoid damage to the stucco. This prohibition includes banners, advertising, or political endorsements.
- D. An American flag may be displayed on the back lanai, but the flag must be placed in a floor stand, not adhered to the railings or exterior walls.
- E. Entry door decoration: A single front entry door decoration may be displayed.
- F. Holiday decorations are permitted on the back lanais from the day after Thanksgiving through the first week of January. The decorations may not be affixed with staples, nails, or any other product that pierces the stucco. The cost to repair any stucco or other damages will be at the Owner's expense and fines may be given. All decorative 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 prior to purchasing/installing said items.
- H. Security or screen doors.
  - i. If screen or security doors are desired for a Unit's front 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 screens or security doors are the responsibilities of the Owner.
  - iii. Owners will be asked to paint, repair or remove visibly rusted or damaged screen or security doors.
- I. Back lanai sun/security protection. The procedure for approval of back lanai shades, awnings, and/or window guards is the same as for screen or security doors (See above).
- 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 it to the Board for approval.

**K. 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 being a noticeable distraction, and should tend towards the “warm” side, meaning not too bright.
- ii. Lights must be turned off by 10:00PM.
- iii. Light types, including 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 must be rated for outdoor use.
- v. Lighting must 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 a “Owner Proposal for Unit Alterations” form available on the [Kai Makani](#) website or get the form from the Site Manager. Alterations requiring a contractor will ALSO need a “Requirements for Contractors” form, included with the “Owner Proposal for Unit Alterations” form and also available from the Site Manager. When all required documentation is presented to the Site Manager, he will review and present it to the Board for their authorization. Every attempt will be made to expedite decisions for the Owner. Please note the special requirements for second story Owners in House Rule 22 below.

**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 Residents from any increase in noise or sound transmission.
- B. Guidelines and criteria for replacing second story flooring are available as “**Rules for Second Floor Alterations**” in the Site Manager’s office or from the [Kai Makani](#) website in the Owner’s area.
- C. Second floor Residents, for the safety and consideration of first floor Residents, shall not 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 floor Residents should coordinate with their downstairs neighbor prior to hosing down their back lanai.

- F. Plants shall not be allowed to drip down to the first floor from the second floor.

### **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, in advance, by the Board. 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 Area property just as are the sidewalks and lawn areas, which means they are not the sole property of any Owner and should be treated as such. The front lanais cannot be used as storage areas 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 Area, our Association is responsible for the maintenance of the front lanais. If a Resident has any items located on the front lanai area, the items should be removed prior to the monthly cleaning so 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 heat-producing appliances/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 FEET OF ANY COMMUNITY STRUCTURE WILL SUBJECT THE RESPONSIBLE OWNER TO AN IMMEDIATE \$1,000 FINE, AS WELL AS THE POSSIBLE REPORTING OF THE VIOLATION TO THE MAUI COUNTY FIRE DEPARTMENT. Please see House Rule 12: Common Areas, for information on using a personal grill, off your lanai, but on the Property.

**24.) Smoke Detectors and Fire Extinguishers:**

- A. Smoke detectors are hardwired into every Unit. The backup batteries for the smoke detectors should be replaced annually. Evidence of disabling a smoke detector will result in a \$1,000 fine.
- B. It is recommended that each Resident know the location and operation of the fire extinguishers on the front lanai of every Community residential building and at the Pool Complex.
- C. It is recommended that each Owner purchase an additional fire extinguisher for each Unit 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 for said system(s).
- B. Electronics or electrical equipment in an Owner's unit which leads to a 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.
- D. In every even numbered year, the AOA arranges for mandatory cleaning of dryer vents to assist Owners with their maintenance responsibilities.
- E. Potential sources of leaks within each Unit will be examined when dryer vents are cleaned. The AOA arranged dryer vent cleaning does not relieve an Owner of the responsibility of monitoring their plumbing and other systems regularly to proactively address potential problems.
- F. Owners may opt out of the AOA arranged dryer vent cleaning, with associated water leak source inspection, by submitting a certified statement documenting a professional cleaning of dryer vents and inspection of water leak sources, using the AOA criteria, within the previous six months. NOTE: Owners of "ventless" clothes dryers may request that the Site Manager seal their dryer vent and then enter their Unit onto a list of "exempt from inspection" Units.



**26.) Additional Guidelines:**

- A. If a Resident works from home, the work should not impact the privacy or well-being of neighbors and the Community. Complaints about excess noise, water consumption, foot traffic, and/or parking issues are among the concerns that may lead to a Board investigation and action.
- B. Smoking, including the use of e-cigarettes, is allowed on the Property's parking lots, but not on other Common Areas. Smoking is allowed within the interior space of a Resident's Unit. Smoking is prohibited on both front and back 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, Tenant, or any invitee, is observed throwing cigarettes or smoking on the lanai.
- D. No soliciting is allowed on the Property except that Owners running for the Board may solicit votes or proxies by discussing their candidacy on Common Areas.
- E. Alcoholic beverages are not to be consumed in Common Areas with the exception of the Pool Complex and the AOA-owned barbecue grill areas. Glass containers are not allowed at the Pool Complex and are strongly discouraged within the barbecue grill areas due to concerns about broken glass.
- F. The use, growing, or manufacture of illegal substances of any kind is strictly prohibited everywhere on the Property. Violators will be reported to the police. In addition, the Board will seek to have the appropriate Owner evict all Tenants who violate this House Rule. Owners shall be held responsible for the illegal actions of their Tenants and all associated costs that the AOA may incur associated therewith.
- G. Damaging any AOA-owned building or AOA-owned property, or taking any actions that could impair the structural integrity of any AOA-owned 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 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, as determined in the reasonable discretion of the Board. Fines commensurate with the offense(s) may, at the reasonable discretion of the Board, be assessed against any such offender(s).**
- I. Cameras may be used in accordance with the Association's "Camera Policy", which is available in the Owners' "Documents and Forms" section of the [Kai Makani](#) website. Copies may also be obtained from the Site Manager. Violations of the Camera Policy, by Owners and/or Tenants, may result in fines being imposed on the Owners, as well as the removal of the camera(s) by the Association, at the Owner's expense.

**27.) Fines:**

- A. The purpose of imposing fines is to discourage behaviors which might lower the property values (such as, but not limited to, unsightly appearance of the property—even wet towels draped from railings may diminish the inherent worth of the Property to observers); or, behaviors that threaten the enjoyment, safety or well-being of others (such as, but not limited to, speeding on the Property, tripping hazards, or high-volume electronics).
- B. Delinquent accounts may be sent to the AOA's attorney for collection actions. All legal fees and court costs incurred by the AOA are passed on to the Owner in accordance with Hawaii state law.
- C. ALL FINES ARE CHARGED TO THE OWNER OF THE PROPERTY. If a Tenant, Guest or other invitee causes a fine to be imposed, it is always the Owner who will be held responsible by the AOA. Owners, of course, have the option to require their Tenants, Guests or other invitees to reimburse the fines paid by the Owners.
- D. Fines may be appealed, in accordance with Hawaii Revised Statutes. Since fines caused by Tenants, Guests or other invitees are the responsibility of the Owner of a Unit, only an Owner may appeal a fine.

**FINES ISSUED WITHOUT WARNING FOR ALL FIRST OFFENSES (subsequent offenses may be subject to increased fines at the reasonable discretion of the Board) for:**

- A. Renting a Unit for less than six months: \$2,500
- B. Disabling smoke detectors: \$1,000
- C. Using a grill within 10 feet of any structure or creating other fire hazards: \$1,000
- D. Use of fireworks anywhere on the Property: \$500
- E. Smoking on any lanai, tossing cigarettes butts onto the Property, or smoking on any prohibited areas of the Property: \$500
- F. Modifying the exterior of any Unit or lanai without prior written Board approval: \$1,000 (plus cost of repairs)

**FOR ALL OTHER VIOLATIONS OF HOUSE RULES (unless stated otherwise within the House Rules):**

- A. A written warning will be issued to the Owner for a first offense
- B. \$150 will be assessed against the appropriate Owner for a second offense
- C. \$250 will be assessed against the appropriate Owner for a third offense

- D. Depending on the individual circumstances of each situation, a minimum of \$350, and up to and including \$1,000, will be assessed against the appropriate Owner for a fourth offense. If there are subsequent offenses after the fourth offense, it is obvious that the assessment of fines is not stopping the offender(s) from violating the House Rules. In such cases, the Board may take legal action against the responsible Owner. In such a case, the responsible Owner will also be responsible for all legal costs, including attorney fees, incurred by the AOA for such action(s).
- E. After 180 days without the same violation an Owner's escalating fines will be reset to a warning.
- F. If any Common Area property is damaged while violating a House Rule, the Owner will be charged the cost of repairs in addition to all appropriate fines.
- G. **NOTE: THE BOARD MAY ALSO ISSUE FINES OR WARNINGS AT ANY TIME FOR ANY ACTION THAT THREATENS THE AESTHETICS, PROPERTY VALUE, AND/OR HEALTH AND SAFETY OF THE COMMUNITY, IT'S RESIDENTS, BOARD MEMBERS, AND/OR AOA EMPLOYEES, WHETHER OR NOT ANY SUCH VIOLATION IS SPECIFICALLY CALLED OUT IN THIS DOCUMENT.**
- H. **THE PAYMENT OF ALL FINES** IS DUE WITHIN THIRTY (30) DAYS OF THE DATE OF THE NOTICE OF SAID FINE(S). FINES WILL BE CONSIDERED "DELINQUENT" IF NOT RECEIVED BY THE SITE MANAGER, OR OTHER DESIGNATED PERSON/ORGANIZATION, BY THE STATED DUE DATE OF THE FINE. ADDITIONALLY, FINES MAY SUBJECT AN OWNER TO THE PAYMENT OF ALL ATTORNEY FEES AND/OR EXPENSES INCURRED BY THE AOA FOR THE COLLECTION OF SAID AMOUNTS.
- I. **THE PAYMENT OF ALL FINES IS DUE BY THE ABOVE-STATED DEADLINE EVEN IF AN OWNER DESIRES TO APPEAL SAID FINE.** IF AN APPEAL IS TIMELY MADE (see below procedure) AND WON, THE AMOUNT PAID FOR SAID FINE (WITHOUT ANY ACCRUED INTEREST) WILL BE REFUNDED TO THE OWNER WITHIN SEVEN (7) DAYS OF THE WINNING APPEAL DECISION.

## **28.) Appealing Fines:**

- A. If an Owner desires to appeal the assessment of any fine, the Owner must have timely paid any fine levied, and submit a written appeal to the Board no more than thirty (30) days from the date of issuance of the mailed Notice of said fine(s).
- B. In accordance with Hawaii Revised Statutes Chapter § 514B-104, an Owner may request a hearing to appeal the assessment of a fine, before the Board of the Association. An Owner has a right to be heard in person, by submission of a written statement, or through a spokesperson, at any such hearing. In the event that an owner requests a hearing, the Board will designate at least three of its Board 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.

- D. If the Owner does not want a formal hearing, the Owner may submit their appeal based on the written appeal documents timely submitted to the Board.
- E. The Board will render a written decision on the appeal to the Owner within seven (7) days after the hearing. The written decision will be delivered to the address indicated by the Owner on his/her/their written appeal. The Board's written decision will inform the Owner of any specific violation(s) and/or fine(s), if any, which were upheld and/or denied, and the reason(s) therefor. And if all or some of the fine(s) are denied (i.e., the Owner has won all or some parts of the appeal), the amount paid for said fine(s), without any accrued interest, will be refunded to the Owner.
- F. **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.**

### **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 AOA.

### **30.) Requests, Complaints, and Suggestions for our Community:**

We request that all concerns be addressed in writing, utilizing the form that is available for this purpose from the Site Manager's office or printed out from the [Kai Makani](#) website. Completed forms may be emailed 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.

## **ENCLOSURE I**

### **ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**

#### **ASSISTANCE ANIMAL POLICY**

##### **A. INTRODUCTION**

1. The Association of Apartment Owners of Kai Makani (the "Association") complies with federal and state laws, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing. Notwithstanding any provision to the contrary contained herein, Assistance Animals (as defined herein) are permitted in compliance with fair housing law, including Hawaii Revised Statutes Chapter 515, Hawaii Administrative Rules § 12-46-306, and the federal Fair Housing Act, which require that individuals with disabilities be provided reasonable accommodations which may be necessary for the equal enjoyment and use of their housing at Kai Makani condominium project (the "Project"). Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an assistance animal.

2. The Board of Directors of the Association (the "Board") has resolved that rules and regulations governing Assistance Animals are necessary to facilitate compliance with the Association's standards. The Board has adopted the following policy to fulfill its duty in a fair, systemic, and impartial manner. This policy applies to all Owners, and Owners' visitors, Guests, and Tenants at the Project.

3. All requests and information shall be submitted to the Property Manager of the Association via mail, email, or phone call.

##### **B. DEFINITIONS**

1. "Assistance Animal" means an animal that is needed to perform disability-related work, services, or tasks for the benefit of a person with a disability or provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. "Assistance Animals" may include but are not limited to service animals, therapy animals, comfort animals, or emotional support animals that may have formal training or may be untrained and may include species other than dogs.

2. A "disability" is "a physical or mental impairment that substantially limits a major life activity."

## ENCLOSURE I

### ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI

#### ASSISTANCE ANIMAL POLICY

##### C. NECESSARY INFORMATION TO SUBMIT TO THE ASSOCIATION

1. Any person requiring an accommodation to keep an Assistance Animal on property shall submit the following information to the Managing Agent.

- a. The name, address, phone number and email of the person with the disability;
- b. If different, the Unit number being occupied or visited at Project and name of the Unit Owners;
- c. The name, address, phone number and email of the alternative caretaker, if any;
- d. A description of the animal including age, breed and color or alternatively, a photograph of the Assistance Animal;
- e. Copies of current vaccinations for the Assistance Animal; and
- f. If a dog, a copy of the County of Maui license.

For convenience, a form is available as **Addendum 1** to this policy and is also available from the Managing Agent.

##### D. ASSISTANCE ANIMAL REQUEST AND VERIFICATION

1. If the disability is obvious or readily apparent, then the owner of the Assistance Animal does not need to submit a request for accommodation for the Assistance Animal.

2. If the disability is not readily apparent or the disability-related need for an Assistance Animal is not readily apparent, the Assistance Animal Owner shall submit (a) a request to the Association verifying that the person has a disability, and the Assistance Animal is needed to alleviate one or more symptoms of the person's disability; and (b) verification by a letter or other communication from the person's treating health care professional, mental health professional, or social worker that the assistance animal is needed to alleviate one or more symptoms of the person's disability.

3. If a short-term guest of a unit at the Project brings an Assistance Animal on the Project, verification from a health care professional is not required.

## ENCLOSURE I

### ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI

#### ASSISTANCE ANIMAL POLICY

4. The request may be made to the Managing Agent orally or in writing. however, in order to prevent delays and misunderstandings regarding the request and to ensure the decision is based on sufficient information, it is requested that the person seeking the accommodation complete the Assistance Animal Request, which is attached hereto as **Addendum 2** to this policy and is also available from the Managing Agent.

5. Failure to complete the Application Form will not be grounds, in itself, for denial of the requested accommodation, if the information necessary to evaluate the request is provided to the Association in another manner.

6. The information requested of the healthcare professional shall be limited to verification that the Assistance Animal is needed to alleviate one or more symptoms of the person's disability.

7. The following information shall not be requested by the Association and need not be provided to the Association: Nature of the disability, symptoms and details of the disability or diagnosis, access to the health care professional, medical records, and proof of the animal's training or insurance coverage for the animal.

8. Possession of a vest or other distinguishing animal garment, tag or registration documents that are commonly purchased online and purporting to identify an animal as a service animal or Assistance Animal shall not constitute valid verification.

9. The Association will review and respond to the request, and all submitted documentation as promptly as reasonably practicable. If information is missing, the Association may request additional information and verifications. The requestor will be informed of the decision regarding the request for accommodation. The requestor may contact the Managing Agent with any questions. For purposes of expediting the review process, the Board may delegate the decision-making to the Resident Manager and/or Managing Agent.

#### E . ASSISTANCE ANIMAL RESTRICTIONS

1. If an owner, occupant, tenant, or guest has a disability and relies on an Assistance Animal, they shall be permitted to keep the Assistance Animal in their unit, provided that: (a) the Assistance Animal does not pose a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, and (b) the Assistance Animal does not cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

## **ENCLOSURE I**

### **ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**

#### **ASSISTANCE ANIMAL POLICY**

2. All Assistance Animals must be in compliance with Hawai'i statutes and Maui County Code regarding vaccinations, licensing and leashing. In accordance with Maui County Code Section 6.04.020, as may be amended, the appropriate license tag must be attached to the animal's collar, harness, leash, tether, or other instrument and worn at all times the animal is not in its respective unit.

3. Assistance Animals must not be allowed to roam unattended in the public and/or common areas. Assistance Animals shall be under control of their handler by use of a harness, leash, tether, cage, or other physical controls. If the nature of the person's disability makes physical control impracticable, or physical control interferes with the assistance that the Assistance Animal provides, the Assistance Animal shall be under the control of the Assistance Animal owner or handler by voice control, signals or other effective means.

4. If an Assistance Animal urinates or defecates on the Association property, such litter must immediately be cleaned up and discarded. Litter must be placed in tied plastic bags, disposed of in the dumpster, and may not be disposed of in toilets. All urine and/or feces from the lanais or patios shall be promptly cleaned.

5. Assistance Animals that are conspicuously unclean or parasite infected are not permitted anywhere on property.

6. For the safety of the Assistance Animal, no Assistance Animal shall be left unattended by the owner or alternative caretaker in a Unit for more than 24 hours. When the Association has reasonable cause to believe that an Assistance Animal is alone in a unit and either the Assistance Animal is creating a disturbance or any other emergency situation appears to exist with respect to that Assistance Animal or its Owner, the Association will attempt to contact (a) the Assistance Animal Owner and/or resident, or if the Owner and/or Resident is not available, (b) the alternate caretaker as identified by the Assistance Animal Owner, or (c) if the alternative caretaker is not available and the Unit is not owner-occupied, the Association shall contact the Owner of the Unit to remedy the situation. If the Assistance Animal Owner, Resident, or Alternate or Owner of the Unit is not available, despite the Association's attempt to contact them within a reasonable period, the Association may enter the apartment and make any necessary arrangements for the safety of the Assistance Animal(s) care, including removal of the Assistance Animal to a local veterinary animal shelter. The Owner of the Unit is responsible for any cost incurred by the Association.



## ENCLOSURE I

### ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI

#### ASSISTANCE ANIMAL POLICY

7. Assistance Animal Owners are responsible for ensuring that their Assistance Animal does not become a nuisance or create any unreasonable disturbance. Examples of nuisance type behavior for the purposes of this section include but are not limited to:

a. The Owner of the Assistance Animal intentionally, knowingly, recklessly, or negligently permits the animal to attack a person or domestic animal, or behave in a manner that a reasonable person would believe poses an imminent threat of bodily injury to a person or serious injury or death to a domestic animal;

- a. Assistance Animals that continuously and/or incessantly make sounds that are loud or unpleasant or cause disturbance to any person at any time of day or night, which includes dogs that bark for a period of 10 minutes or intermittently for 20 minutes or more to the disturbance of another person at any time of day or night, unless such barking is the result of a trespass or threatened trespass by a person or persons on private property or is the result of a person teasing or otherwise provoking the dog. Instances of barking may be documented by the Association and referred to the Humane Society; and/or;
- b. Assistance Animals that chase vehicles, or molest, attack, nip, snarl, bite and/or harmfully interfere with persons or other animals on property.

8. The Association assumes no liability for events/incidents relating to Assistance Animals' behavior. The Assistance Animal Owner further agrees to indemnify, hold harmless, and defend the Association and the Association's Agents, Directors and Representatives against all liability, judgments, expense (including costs and attorneys' fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Assistance Animal.

9. The Assistance Animal Owner shall be liable for any damage or injury whatsoever caused by the Assistance Animal and shall pay the damaged and/or injured party for any and all costs incurred by the damaged and/or injured party as a result of damage or injury caused by an Assistance Animal.

## **ENCLOSURE I**

### **ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI ASSISTANCE ANIMAL POLICY**

#### **F. ENFORCEMENT**

1. Enforcement of the rules and regulations of this Policy shall be in accordance with the Declaration, Bylaws and House Rules.
2. In addition, the Board may require immediate removal of the Assistance Animal from the property and has discretion to determine whether such removal is permanent: (a) for more than five (5) violations of this Policy in a year period, (b) if an Assistance Animal causes injury to any persons or property damage in the common areas of the premises, or (c) the Assistance Animal's unreasonable disturbances and/or violations of the Policy cannot be remedied.
3. Any Owner/Tenant receiving a House Rules violation notice or fine may appeal the violation/fine in accordance with the provisions of the House Rules.
4. As provided by Hawaii Revised Statutes Chapter 514B and the Association's governing documents, the Board is authorized to pursue any other legal remedy available to the Association enforce these rules in this Policy, including but not limited to seeking fines, penalties, special assessments against the Unit Owner and/or Tenant, injunctive relief and eviction of any uncooperative Tenant.

**ADDENDUM 1**  
**ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**  
**REQUIRED INFORMATION FOR ASSISTANCE ANIMAL**

**Applicant**

Name of Occupant with Disability: \_\_\_\_\_

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

Tel. No. \_\_\_\_\_

Email: \_\_\_\_\_

Name of Second Occupant with Disability (if any):

\_\_\_\_\_

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

Tel. No. \_\_\_\_\_

Email: \_\_\_\_\_

**ADDENDUM 1**  
**ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**  
**REQUIRED INFORMATION FOR ASSISTANCE ANIMAL**

Name of Alternative Caretaker (if any): \_\_\_\_\_

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

Tel. No. \_\_\_\_\_

Email: \_\_\_\_\_

Unit No.: \_\_\_\_\_

Name of Owner of Unit: \_\_\_\_\_

**B. Assistance Animal**

Assistance Animal's Name: \_\_\_\_\_

Type/Breed \_\_\_\_\_

Age \_\_\_\_\_

(For dogs) License or I.D. #: \_\_\_\_\_

(Optional) Attach a photo of the Assistance Animal.

**Required documents**

**Please initial below.**

\_\_\_\_\_ I enclose true and correct copies of the vaccinations for my Assistance Animal.

\_\_\_\_\_ If a dog, I enclose true and correct copies of my dog's license issued by the County of Maui (if present on island for 60 days).

## ADDENDUM 2

### ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI ASSISTANCE ANIMAL REQUEST AND VERIFICATION INFORMATION

*This Request is if the disability-related need for an Assistance Animal is not readily apparent.*

Description of accommodation being requested (attach additional sheets if needed):

Do you have a disability (a physical or mental impairment that substantially impairs one or more major life activities)? The disability and symptoms of the disability need **not** be disclosed. (Please check the applicable box)

☐ Yes      ☐ No

1. Does the requested accommodation (Assistance Animal) alleviate one or more symptoms of this disability? (Please check the applicable box)

☐ Yes      ☐ No

\_\_\_\_\_ I enclose a letter or other communication from my treating health care professional, mental health professional, or social worker that verifies that my Assistance Animal is needed to alleviate one or more symptoms of my disability.

\_\_\_\_\_ I have read and understand the above questions and the information I have provided in response to the questions, and hereby affirm that the information is true and correct to the best of my knowledge.

PRINTED NAME OF APPLICANT: \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

**ADDENDUM 2**  
**ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**  
**ASSISTANCE ANIMAL REQUEST AND VERIFICATION INFORMATION**

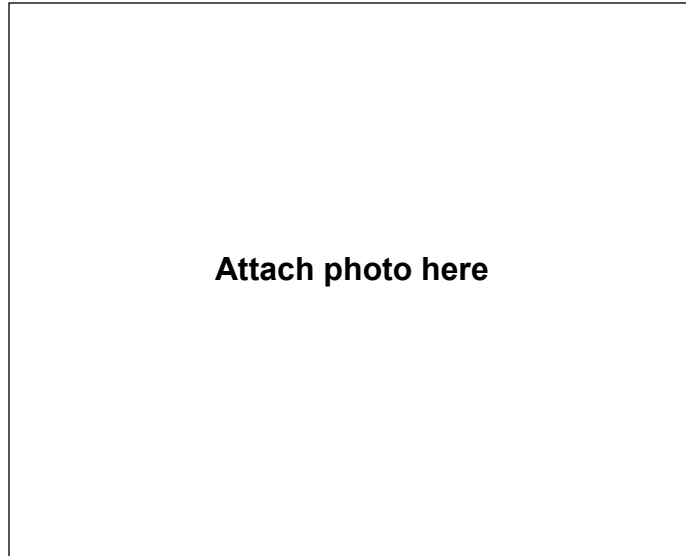


Photo of Animal

## APPLICANT ACKNOWLEDGMENT FORM

I have read and understand the above questions and the information I have provided in response to the questions, and hereby affirm that the information is true and correct to the best of my knowledge. \_\_\_\_\_ (initial)

I verify that the enclosed photograph is a true and correct photograph of the animal described on this Form. \_\_\_\_\_ (initial)

With this form, I enclose true and correct copies of the vaccinations for my animal.  
\_\_\_\_\_ (initial)

(If a dog), with this form, I enclose true and correct copies of my dog's license issued by the County of Maui. \_\_\_\_\_ (initial)

PRINTED NAME OF APPLICANT: \_\_\_\_\_

PHONE # \_\_\_\_\_

SIGNATURE OF APPLICANT: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME OF APPLICANT: \_\_\_\_\_

PHONE # \_\_\_\_\_

PRINTED NAME OF OWNER(S) OF UNIT OR RENTAL AGENT (IF

DIFFERENT): \_\_\_\_\_

**ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI**  
**ACCOMMODATION APPROVAL**

THE ASSOCIATION OF APARTMENT OWNERS OF KAI MAKANI HAS APPROVED A  
REASONABLE ACCOMMODATION FOR \_\_\_\_\_ TO  
POSSESS AN ASSISTANCE ANIMAL IN UNIT # \_\_\_\_\_ AND ON THE COMMON  
AREAS OF THE PROPERTY. THE PERSON REQUESTING THE ACCOMMODATION  
HAS AGREED TO COMPLY WITH RULES CONTAINED IN KAI MAKANI HOUSE  
RULES.

THE APPROVED ACCOMMODATION IS DESCRIBED AS:

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APPROVED BY KAI MAKANI ON: DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

POSITION: \_\_\_\_\_