



MAKENA SURF AOA

CONSTRUCTION GUIDELINES

Rules Pertaining to Construction, Maintenance, or Renovation of Units at Makena Surf

January 11, 2024



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MAKENA SURF AOA CONSTRUCTION GUIDELINES

I. PROCEDURE

a. Introduction

The Association of Apartment Owners of Makena Surf ("AOAO") has established these Construction Guidelines to facilitate the review and approval of construction, maintenance, and renovation projects by the Owners at Makena Surf. The intent of the approval process is to provide a mechanism for preserving and protecting our community's common property and aesthetic interests, while also accommodating each Owner's unique construction and remodeling desires. Our AOAO General Manager ("General Manager") administers the program, with oversight by the AOAO Construction Chairperson. An outside consultant will be involved in Levels 1 and 2 Applications and inspections, unless the necessity is waived by the Construction Chairperson and General Manager.

b. Application, Notification & Review Process

An Owner who wishes to undertake a construction or remodeling project within their unit must submit a Construction Application for Level 1, 2, or 3 projects to the General Manager (Appendix B). The Construction Application must include a complete description of the scope of work proposed, along with contact information for the project's participants, required insurance information, and all applicable documents described herein. An Owner who wishes to undertake a simple project (Level 4) only needs to provide notification, using the Construction Notification form (Appendix C). These forms are included here, may be obtained from the management office, are available on the website, or can be emailed to you by contacting the General Manager.

The AOAO recognizes that not all projects are the same in size, scale, or scope. As such, we have developed a structure of four (4) Levels to classify and categorize proposed construction and remodeling projects. Projects falling into some Levels require only a simple review and approval, while others may require detailed and complex analysis before approval is granted to proceed with the project. The four (4) Levels are described in detail in Sections II, III, IV, and V.

Only an Owner at Makena Surf may submit a Construction Application. While Owners are welcome to use an agent or project manager of their choosing to undertake the process, the Owner, not the Owner's agent, must sign the Application. Similarly, construction and remodeling may not commence until the Owner has provided all required documentation to the General Manager and the Application has been approved as required and returned to the applicant.

Any construction or renovation project, if determined by the Makena Surf Board of Directors ("Board") to be a material addition/alteration that will directly affect (as determined in the sole discretion of the Board) another homeowner or homeowners, must obtain the approval of 67% of all Owners and the directly affected Owners. Such approval by the directly affected Owners shall not be unreasonably withheld, and the applicant shall be referred to the Construction Chair for assistance in the event any directly affected Owners unreasonably object (See HRS §514B-140).

c. Fees

i. Refundable Deposit

A refundable deposit of \$1,500 prior to commencement of work is due upon submission of a Level 1, 2, or 3 Construction Application. Assuming all work and cleanup is satisfactory, as determined by the General Manager, the deposit will be returned to the owner. If cleanup is not satisfactory, the contractor will have 48 hours to complete the cleanup. If cleanup is still not complete, the General Manager will arrange for the cleanup, which will be paid out of the deposit, and the owner will be billed for any expense above and beyond the deposit.

d. Allowable Renovation Period

Construction is not allowed on Federal or State Holidays without General Manager approval. Major projects of any kind are not permissible between the Monday of Thanksgiving week and Easter of the following year. Construction is only allowed between the hours from 8:00am to 5:00pm, Monday through Saturday.

Federal and State Holidays observed during the Construction Period

1. Memorial Day - the last Monday in May
2. King Kamehameha I Day - June 11
3. Juneteenth - June 19th
4. Independence Day - July 4th
5. Statehood Day - the third Friday in August
6. Labor Day - the first Monday in September
7. Columbus Day - the second Monday in October
8. Veteran's Day - November 11th

If a unit has not completed construction by the end of the construction period, the construction will be delayed until the next construction period; the owner may occupy the unit in the interim if it is deemed inhabitable. Upon approval, contractors may continue construction beginning the Monday after Thanksgiving, for ten working days (up until December 15th) subject to a \$1,000 fee per working day and a quiet working environment, including doors and windows closed. The fee is to be assessed to the homeowner's maintenance account, as determined by the Board's discretion.

In February 2007, the Board set 2008 as a construction period for all the property. Starting in 2009, Buildings A, B, C & E will be allowed construction, followed by Buildings F & G in 2010 with annual rotations thereafter.

- i. Level 1, 2, and 3: Only permissible between the first Monday after Easter and the Friday before Thanksgiving. During the first week following Easter, only staging, preparations and ramp-up activities are allowed with the General Manager's approval. No demolition is allowed during that first week.
- ii. Level 4: Permissible year-round

e. Board Oversight

The Board has the power to adopt and enforce all the rules and guidelines as set forth under the AOA By-Laws. The AOA will be authorized to cause inspection of work, for Levels 1 and 2, as it is completed, by AOA personnel, and if necessary, by a licensed architect and/or structural engineer, and/or general contractor, if applicable, at the owner's expense.

Therefore:

- i. Penalties: Any violation of this policy may cause the Board to impose any and all penalties as stated under guidelines of the AOA By-Laws.
- ii. Deviations from the submitted plans that would cause a change in the application level are not authorized. Any amendments require an adjusted submittal to the Board for approval.

f. General Manager Oversight

The General Manager, as the Board's agent in daily operations, may determine the number and location of parking spaces allowed per unit under construction. These spaces may be used for staging, contractor parking and dumpsters. It may depend on census on property at the time, and multiple other factors. The General Manager, working with the security team is able to determine how it should be handled. In some cases, workers vehicles may need to be parked off site with those workers shuttled to Makena Surf.

g. Emergency Repairs

Emergency Repairs: An emergency repair situation is that which poses a threat to life, health, significant property damage or the owner is unable to use or rent the unit unless immediately corrected. In an emergency situation, the General Manager is to be immediately notified of the emergency situation and an Application submitted. In an emergency situation, the General Manager will facilitate an expedited review process, as may be determined by the Construction Chair or the Board. Repairs may only be made to those components that cause a threat to life, health or significant property damage and any items under Level 4. Additional work performed that is above and beyond the scope of the emergency repairs is discouraged; however, such work may be completed with the approval of both the Construction Chair and General Manager.

h. Construction Level Determination

The determination of which Level a project may – or may not – fall within shall initially be made by the General Manager, in consultation with the Construction Chair and/or the Board, based on the duration, scope and complexity of the project. Any Owner may ask that his/her Application be escalated and reviewed by the Construction Chair and/or Board, if they are not satisfied with the determination made by the General Manager. Similarly, if an Owner remains dissatisfied with the determination and decision of the Construction Chair, the Owner may request that the Board review the Application and make a Level determination. The decision of the Board will be final regarding Level determination for each Application it reviews.

II. LEVEL 1: HIGH INTENSITY CONSTRUCTION PROJECTS

- a. General Description: Level 1 projects can be generally categorized as high impact projects where some modification, alteration, or relocation of existing interior & exterior building components may occur.
- b. Required Approval: Requires approval of General Manager, Construction Chair and the Board. Requires an outside consultant unless waived by the General Manager and Construction Chair. May require the approval of 67% of all Owners and directly affected Owners (as determined in the sole discretion of the Board), if determined by the Board to be a material addition/alteration. Requires submission of plans and specifications to the AOA. Requires a building permit and the signing of the Modification/Indemnity Agreement.
- c. Allowable Completion Period: Only permissible from the Monday following Easter to the Friday before Thanksgiving. During the first week following Easter, only staging, preparations and ramp-up activities are allowed with the General Manager's approval.
- d. Notice to Other Owners: The Owner must give notice to other Owners in the building at least 30 days before the project commences.
- e. Identifiers:
 - i. Project duration is lengthy, requiring many months to complete, or possibly multiple renovation periods.
 - ii. Creates significant noise, refuse, debris and possible odors.
 - iii. Substantial refuse is generated requiring dumpsters to be brought to the property; will be noisy, invasive, dusty and dirty; causes disruption to other Owners.
 - iv. May require structural modifications to interior walls.
 - v. May require changes to exterior walls or walls in common with adjacent unit.
 - vi. A general contractor is required.
 - vii. Likely requires structural modifications to interior & exterior walls and/or walls in common with adjacent unit.
 - viii. Likely requires changes to exterior walls, doors or windows that are not similar in nature to other Owners' projects previously approved by the Board (i.e., the changes may be an issue of first impression, novel, unique, never before seen, etc.).
- f. Examples include but are not limited to:
 - i. Major remodel requiring changes to beams and interior structural walls and/or changes to exterior features of the unit.
 - ii. Significant interior remodel.
 - iii. Any proposed change to common elements not previously approved by the Board.
 - iv. Any proposed change that could affect the integrity of the building.
 - v. Any proposed change that could affect the visual appearance of the building or that may impact directly affected Owners in any way.
- g. See Additional Specifications on Page 13 for items that may be included in a Level 1 Application.

III. LEVEL 2: MEDIUM INTENSITY CONSTRUCTION PROJECTS

- a. General Description: Level 2 projects can be generally categorized as medium intensity construction and improvement projects, where some modification, alteration, or relocation of existing interior or exterior building components may occur.
- b. Required Approval: Requires approval of General Manager and Construction Chair. Requires an outside consultant unless waived by the General Manager and Construction Chair. May require building permit. Requires the signing of the Modification/Indemnity Agreement.
- c. Allowable Completion Period: Only permissible from the Monday following Easter to the Friday before Thanksgiving. During the first week following Easter, only staging, preparations and ramp-up activities are allowed with the General Manager's approval.
- d. Notice to Other Owners: The Owner must give notice to other Owners in the building at least 30 days before project commences.
- e. Identifiers:
 - i. Project duration is lengthy and may require one to three months to complete.
 - ii. Significant refuse is generated requiring temporary rubbish containers or dumpsters to be brought to the property.
 - iii. May involve some noise, dust, odors, or disruption to other Owners. May involve interior, non-structural, modifications to interior walls. May involve changes to exterior walls.
 - iv. May involve changes to exterior doors or windows.
 - v. Requires submission of plans and specifications to the AOA with Application. Most likely requires a building permit.
 - vi. A general contractor likely required, but at the very least, multiple specialty contractors may be needed to complete the project.
- f. Examples include but are not limited to:
 - i. Any changes to a unit that require modifications to the interior or exterior layout of a unit.
 - ii. Lanai extensions, A and C Buildings only.
 - iii. Stand-alone kitchen remodel.
 - iv. Stand-alone bath remodel.
- g. See Additional Specifications on Page 13 for items that may be included in a Level 2 Application.

IV. LEVEL 3: LIGHT INTENSITY CONSTRUCTION PROJECTS

- a. General Description: Level 3 projects can be generally categorized as cosmetic improvement projects or light duty repair projects where there is no modification, alteration, or relocation of existing building components.
- b. Required Approval: Requires the approval of the General Manager and Construction Chair. Requires the signing of the Modification/Indemnity Agreement.
- c. Allowable Completion Period: Only permissible from the Monday following Easter to the Friday before Thanksgiving. During the first week following Easter, only staging, preparations and ramp-up activities are allowed with the General Manager's approval.
- d. Notice to Other Owners: The Owner must give notice to other Owners in the building at least 30 days before project commences.
- e. Identifiers:
 - i. Project duration may require in excess of a week, but less than one month to complete.
 - ii. May require changes to exterior walls, doors or windows that are similar in nature to other Owners' projects that have been previously approved by the Makena Surf Board (i.e., not an issue of first impression); no changes allowed that have not been previously approved by the Board.
 - iii. Creates some noise, refuse, and debris. May involve some light noise, dust, and minimal disruption to other Owners.
 - iv. May create some temporary paint odor, etc.
 - v. Temporary rubbish containers or dumpsters may be needed.
 - vi. Requires submission of product data and a general description of the work to the AOA, but likely does not require the submission of plans and specifications with Application.
 - vii. Two to three specialty contractors – e.g., painting contractor, flooring contractor, and a wallpaper contractor – may be needed to complete the project.
- f. Examples include but are not limited to:
 - i. Install/replace flooring, or carpeting replaced with rigid flooring, including soundproofing.
 - ii. Install/replace existing cabinetry and/or countertops.
 - iii. Replace lanai sliding doors in-kind.
 - iv. Replace hot water heater
 - v. Replace air conditioning system and/or condenser (please provide energy and decibel ratings, and condenser height). Replacement of air conditioning system components is subject to approval of the Construction Committee.
- g. See Additional Specifications on Page 13 for items that may be included in a Level 3 Application.

V. LEVEL 4: SIMPLE PROJECTS AND REPAIRS

- a. General Description: Level 4 projects can be generally categorized as simple repair projects where there is no modification, alteration, or relocation of existing building components; and entirely internal to the unit and aesthetic in nature.
- b. Required Approval: Requires only notification and/or acknowledgement of the General Manager by way of the Level 4 Construction Notification Form. This helps the office respond to other owner questions and gate entry requests.
- c. Allowable Completion Period: Can be completed anytime, year-round.
- d. Notice to Other Owners: None required.
- e. Identifiers:
 - i. Project duration should be brief and be able to be completed in a matter of days (not weeks or months).
 - ii. Can be done at any time, i.e., does not have to wait for "construction season." Does not require rubbish containers or dumpsters, though contractors should be requested to haul off rubbish.
 - iii. Does not involve any significant noise, dust, or disruption to other Owners.
 - iv. Does not require submission of plans and specifications to the AOA with Notification.
 - v. A Level 4 project should only involve one or two specialty contractors.
- f. Examples include but are not limited to:
 - i. Interior painting or decorating projects that do not require changes to interior or exterior walls.
 - ii. Replace existing appliances.
 - iii. Replacing an existing hot water heater, plumbing or electrical fixture. Plumbing or electrical fixture change-outs cannot have a higher electrical or water usage and will not require a permit.
 - iv. Cleaning existing lanai tiles.
 - v. Cleaning existing carpet.
 - vi. Installing Wallpaper
 - vii. Cleaning existing air ducts.
 - viii. Install/replace existing windows, doors or screens without frame change.
 - ix. Repair existing hot water heater.
 - x. Repair existing air conditioning system and/or condenser (please provide energy, decibel ratings and condenser height). Replacement of air conditioning system components is subject to approval of the Construction Committee.
 - xi. Replacement of interior window treatments such as curtains or blinds.
- g. See Additional Specifications on Page 13 for items that may be included in a Level 4 Notification.

VI. ADDITIONAL REQUIREMENTS

a. Addressing Internal Sewer Pipes During Construction

Makena Surf internal sewer pipes are over 40 years old and made of cast iron. As a preventative measure, it is recommended that homeowners replace them with PVC or ABS, with PVC as the first choice. Homeowners concerned with the increased noise of plastic drain pipes should wrap them in a hybrid rubber/fiberglass matt designed for this purpose, or reline them when doing a construction project.

b. Permits

- i. Where required by Level structure and/or required by local Codes and Ordinances, a set of plans and specifications, stamped by an architect and/or engineer licensed to practice in the State of Hawaii must also be provided with the Application. For any construction or remodeling that involves structural modifications, the Application must also include the approval of a structural engineer licensed to practice in the State of Hawaii, including their stamp on the plans and specifications, and the signing of the Agreement for Indemnification and Binding Arbitration, page 39.
- ii. Anytime permits are required, including but not limited to a building permit, it shall be the sole and exclusive responsibility of the applicant to obtain any such permits, including the cost of the permits. Permit application must be filed prior to work commencing. Proof of filing must be provided to the General Manager.
- iii. Owners are advised to check with Maui County and/or their design professionals (architect or engineer) to see if a building permit, or other permits, may be required. Generically speaking, any significant modifications, alterations, or relocation of electrical, plumbing, mechanical, or structural elements will likely trigger the need for a building permit. However, maintenance and repair of these items, such as fixing or replacing a leaky toilet or replacement of an existing light fixture in the same location, may not trigger the need for a building permit.
- iv. If the project falls under Level 1 or Level 2 Construction and necessitates a building permit, the owner may be able to start the project before receiving the final building permit approval from the County of Maui. This can be done if the architectural plans (if applicable) and the Construction Application have been submitted and approved, and the building permit application has been submitted to the County.
- v. It is then the responsibility of the unit owner to complete the building permit approval process and submit the necessary paperwork to the Construction Chair and General Manager. Please be aware that there may be a backlog in building permit approvals at the County of Maui, which could result in the final building permit being completed retroactively after the construction project is completed.

- c. Contractor and Vendor Insurance Requirements for Levels 1, 2, and 3
 Prior to the commencement of any work, the contractor selected by the Owner and all subcontractors to the contractor shall at no expense to the AOA procure, carry and maintain insurance, from an insurance company or companies lawfully authorized to do business in the State of Hawaii, coverage as will protect against claims for bodily injury or death and property damage which may arise out of operations and completed operations under the Contract whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them.
- i. Coverage Required of Contractors: The contractor and all subcontractors shall maintain in force and effect during the period of the Contract the following insurance coverage written by carriers with at least an A-:VII financial rating according to the current edition of Best's Key Rating Guide with minimum limits or liability as follows:
 1. Commercial General Liability Insurance

a) General Liability Aggregate:	\$2,000,000
b) Products & Completed Operations Aggregate:	\$2,000,000
c) Personal Injury:	\$1,000,000
d) Each Occurrence:	\$1,000,000
e) Umbrella Liability:	\$2,000,000
 2. The General Manager will have the discretion to accept subcontractors with lower insurance limits, but in no case less than \$1,000,000 for General Liability Aggregate, Products & Completed Operations Aggregate, and Umbrella Liability.
 - ii. Coverage Required of Design Professionals: Any design professional, such as architects or engineers, shall maintain in force and effect during the period of the Contract the following insurance coverage written by carriers with at least an A-:VII financial rating according to the current edition of Best's Key Rating Guide with minimum limits or liability as follows:
 1. Commercial General Liability Insurance

a) General Liability Aggregate:	\$2,000,000
b) Products & Completed Operations Aggregate:	\$2,000,000
c) Personal Injury:	\$1,000,000
d) Each Occurrence:	\$1,000,000
e) Umbrella Liability:	\$2,000,000
 2. Professional Liability Insurance

a) Professional Liability Insurance	\$1,000,000
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 - iii. Named Additional Insureds
 All contractors shall name Makena Surf AOA, its owners and agents as Additional Insured.

d. Agreement for Indemnification and Binding Arbitration

Owners wanting to change or modify structural elements of their unit as part of their construction or remodeling project ("Modification(s)") will be required to sign an Agreement acknowledging that they agree to: indemnify, defend and hold harmless the AOA, its officers, directors, agents, managing agent, members, attorneys, insureds and representatives from and against any and all demands, liabilities, losses, damages, claims, causes of action, expenses and charges which are sustained or incurred by the AOA, directly or indirectly by reason of or in connection with such Modification; be responsible for the maintenance, repair and replacement of the Modification; be responsible for any loss, injury, damage or destruction related to the Modification; and advise, in writing, any subsequent purchaser that all aforesaid responsibilities shall be assumed by each successive owner until the Modification has been permanently removed from the Project.

See Appendix I, page 39.

e. Other Makena Surf AOA Expenses as a Result of Owner Projects

Owners are advised that, in addition to the Refundable Construction/Remodel Fee, any and all costs incurred by Makena Surf AOA as a result of a project being reviewed and ultimately completed by the homeowner will be passed through to the Owner via Makena Surf AOA invoicing.

f. ADA Accommodations

Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from the House rules - Administrative Rules/Regulations, when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the board in order to consider such a request, whichever shall last occur.

Depending on the level of complexity, the remodel modification could be considered a Level 1, 2, or 3, with special permission considered if performed as an emergency.

VII. ADDITIONAL SPECIFICATIONS

**Note: Items a. through i. relate only to Levels 1 or 2.
Items j. through k. could relate to Levels 1, 2 or 3
Items l., m. & n. can relate to any Level**

- a. INTERIOR WALL RECONFIGURATION, Level 1 - Interior walls may be reconfigured as a Level 1 Construction Project and will require involvement of an architect and a structural engineer at the homeowner's expense.
- b. SHEAR WALLS, Level 1 - Makena Surf is aware that our units that are 40 years old and were built using gypsum shear walls. When a remodel involves access to a shear wall, it is required that those shear walls be replaced with a plywood shear wall and appropriate bracing and anchoring, and that those shear walls, bracing and anchoring must be signed off by an architect and/or structural engineer at the homeowner's expense. Additional shear walls, bracing and anchoring may be necessary if you are adding doors or windows either to the interior or exterior, or changing the floor plan in projects similar in nature to other Owners' projects that have been previously approved by the Makena Surf Board of Directors. Each unit and project should be evaluated by a structural engineer before and during the remodel at the homeowner's expense.
- c. EXTERIOR STORAGE CLOSETS, Level 2 - The Association approved, by ballot in June 2001, to allow the construction of "exterior storage closets" adjacent to the entries of ground floor end-units in Buildings B, E, F and G. The completed storage areas were to be designated "Licensed Common Element" attached to such adjacent units. In April 2007 the Association passed a "Ballot Issue" which clarified some of the ambiguities of the first ballot. Also in 2007, the Association passed a Ballot which allowed C107 to build an exterior storage closet. Rules pertaining to the construction of the "Exterior Storage Closets" are as follows:
 - i. The only units to which this applies are B101, B108, E101, E106, F101, F112, G101, G106 and C107.
 - ii. Storage closets may encompass a maximum of 100 square feet.
 - iii. Owners of such units are required to sign a "License, Delegation and Indemnification Agreement," Appendix H, page 33, and pay a prorated (by square foot) operating and reserve license fee for the exterior storage closet area. There is no increase in voting percentage, ownership or percent common interest related to this licensed common element area.
 - iv. The areas designated for the storage closets in Buildings B, E, F and G are adjacent to the front door of the unit that will build the closet and below the bedroom of the unit above.
 - v. In all cases, the Owner must submit a full and complete set of plans to the Board (at one of its regularly scheduled meetings) for approval that include either an architectural or a structural stamp.
 - vi. All such exterior storage facilities fall under "Level 2" construction projects as defined in the Construction Guidelines.
 - vii. Access and egress must be via a single outside door; there shall at no time be allowed any access to the storage facility from inside the unit.

There will be no penetrations from the storage facility into the unit other than a power source for electricity. The storage entry door may be similar to their unit entry door or louvered doors as previously approved by the Makena Surf Board. The determination of any perceived violations of these rules shall fall solely to a majority decision of the Board of Directors; a violating Owner will be required to return the storage facility to its permitted condition or be penalized according to the Bylaws.

- viii. The exterior of the facility must exactly match the building exterior.
 - ix. Power for lighting, if desired and approved by the Board, must be supplied from the power system inside the unit.
 - x. The storage facility is to be used solely for storage; items stored inside are to meet the approval standards of the General Manager, i.e., no dangerous or flammable items like propane.
 - xi. All repairs and maintenance are to be at the Owner's expense.
 - xii. If AOA irrigation lines need to be relocated, the Owner is to bear the expense of the relocation.
- d. THIRD-FLOOR CORNER UNIT ROOF STORAGE AREAS, Level 2 - In 2011, the homeowners approved, by ballot, to allow the construction of "third floor corner storage areas". The third-floor corner storage areas are approved for units B306, F301, G301 and G304. The storage area is licensed common element area. The homeowners of these units must sign and notarize the "License, Delegation and Indemnification Agreement", Appendix H, page 33, and pay a prorated (by square foot) operating and reserve license fee for the storage area. There is no increase in voting percentage, ownership or percent common interest related to this licensed common element area. The floor in this area is to be waterproofed. Doors should be fiberglass with composite frames and substantial weatherproofing to prevent flooding. Maintain 6" minimum curb below door.
- e. ADDITIONAL SIDE LANAI DOORS, Level 2 - First floor end units may add a second side lanai door on the side of the unit if there is already a lanai outside of the door as has been previously approved by the Makena Surf Board.
- f. END UNIT WINDOW MODIFICATIONS, Level 2 - Windows may be reconfigured as similar in nature to other Owners' projects that have been previously approved by the Makena Surf Board.
- g. OCEANSIDE LANAI CONSTRUCTION STANDARDS FOR 2ND AND 3RD FLOOR UNITS IN B, E, F, AND G BUILDINGS ONLY, Level 2
- i. When constructing repairs or remodeling a lanai, the following criteria must be used and submitted to the General Manager and the Construction Chair. See Appendix K, page 41.
 - ii. The homeowner may retain, at his expense, his own architect (licensed by all jurisdictions having authority) to complete and stamp the lanai construction drawings, which will be submitted to the association. The plans must be submitted and approved by the Construction Chair and the General Manager before proceeding. The architect will also, at the homeowner's expense, witness and approve all installations and

- testing, and provide written certification to the Board that all installations and testing meets with his professional approval.
- iii. The owner must use a contractor or subcontractor that carries a current, valid and in good standing C-51 Tile Contractor specialty license.
 - iv. Seven (7) days prior to installation of the Pacific Polymer, the Contractor shall give written notice to the General Manager. Subsequently, the General Manager shall give seven (7) days written notice to the surrounding neighbors and/or rental agents. The Pacific Polymer is the waterproof coating required by the AOA. Such notice shall include the MSDS sheet for this material. Notice shall warn adjoining units of the strong chemical smell that will emanate from the lanai area of this unit for 24 to 48 hours. Contractor shall use all possible methods to eradicate the smell permeating to surrounding units as quickly as possible, through venting, fans and the like.
 - v. In the interest of assuring compliance with association standards and minimizing design costs, please see Appendix K for complete information describing acceptable lanai construction materials and methods that must be met or exceeded in lanai construction designs.
 - vi. The AOA requires the owner of any unit that has the lanai replaced, have inspections done by an inspection group or architect that has been approved by the AOA at the expense of the owner. These inspections will confirm that AOA specifications have been adhered to and that there is no water intrusion into adjoining units after completion. The contractor is to contact the General Manager to schedule inspections at the following intervals:
 - 1. Tear off of existing deck material down to substrate and remove lanai doors. Install new copper drain gutters and piping. A minor water test will then be done on the copper drains.
 - 2. Before doors are installed, install new lanai membrane (peel and stick), Laticrete 9235, Platinum thinset, 12mm Regupol, mortar, copper wall flashing and pans, three (3) coats Pacific Polymer, final is silica sand. Water test.
 - 3. Note further tests may be required if the water test fails, which may increase the inspection fee.

h. FIRST FLOOR LANAI EXTENSIONS FOR BUILDINGS A AND C, Level 2

In 2013, the homeowners approved a ballot to allow the homeowners of the ground floor units of Building C and three (3) of the units in Building A (A101, A102, and the bedroom part of A103) to change the use of the common element by extending their ocean-side lanais. The customary architectural guideline procedures must be followed. The lanais cannot exceed 138 inches from the sliding door wall to the new lanai edge on the ocean-side. The homeowners are required to sign the "License, Delegation and Indemnification Agreement", found in Appendix H, page 33, and pay a prorated (by square foot) operating and reserve license fee for the additional common element area. There is no increase in voting percentage, ownership or percent common interest related to this licensed common element area. This requires a Level 2 Construction Application. If AOA irrigation lines need to be relocated, the Owner is to bear the expense of the relocation.

i. SHOWER PAN INSTALLATIONS, Level 2

An overnight water test must be completed on all shower pan installations. This consists of plugging the drain, filling up the shower pan, and making sure the water level does not go down overnight. This ensures that surrounding units are protected from faulty shower pans and a water intrusion claim.

j. REPLACEMENT OF FLOORING OR CARPETING AND SOUND PROOFING

To improve the overall acoustical properties of the buildings, the following standards have been set by the Homeowners and Board of Directors for the second and third floors interiors and lanais over interior units. To obtain approval of any remodel involving changes to flooring or lanais owners must agree to abide by these standards.

If replacing a lanai sliding door, a damming device must be installed between the threshold and living area.

i. Changes of carpeted areas to hard surfaces require the following:

1. A signed agreement from the owner(s) directly below the remodel unit, see Appendix G, page 32.
2. A minimum of 12mm of resilient recycled rubber (such as Regupol Sonus Series or GenieMat) must be installed as a sound control underlayment.
3. A list of the sound control material selected along with the manufacturer's specification must be provided to the General Manager and Construction Chair with plans for approval.
4. After the installation of the soundproofing material and before installing tape to the seams, the General Manager must inspect and sign-off on seams ensuring that gaps do not exceed 1/8" in width. Once approved, contractor may move forward with taping the seams. Seams larger than 1/8" are acceptable if completely filled with acoustic caulk such as USG Acoustical Sealant.
5. A signed letter must be provided to the General Manager from the owner's contractor stating he/she will abide by the above requirements.

ii. When the remodel is isolated to kitchen, dining, and living room areas and using "like materials" the remodel may be approved by the General Manager. A list of materials used with the manufacturer's specification must be provided and approved by the General Manager. Additionally:

1. When replacing carpet, the quietest pad available is to be used.
2. When replacing lanais, or tile in the kitchen or bathroom, a sound absorbing material must be installed as described in a. ii. above.

k. LANAI SLIDING DOORS

In order to standardize and more clearly define the remodel guidelines for lanai doors, the following objective criteria is set forth:

- i. No frame for lanai doors shall protrude from the common area wall of the unit by more than 5 inches. Trim and doors must match current wood lanai door trim in color, size, and design.
- ii. When Lanai doors are replaced, care must be taken to ensure the majority of any increased depth of the door frame must be taken from the space inside the unit, and the finished trim may not protrude more than five (5) inches from the exterior condo wall immediately next to the frame. (F105 and G101 are current examples).
- iii. Some units may be able to eliminate the central post between the two sets of lanai doors. This must be evaluated by a structural engineer with appropriate documentation provided to the AOA for approval.
- iv. Lanai doors must match the color and style already common at Makena Surf to assure uniformity visually from a distance. Door overall size may not exceed the current door frames.

l. HOT WATER HEATERS

On-demand hot water heaters are not allowed at Makena Surf because of the high demand of electricity and the potential for major repair expense incurred by Makena Surf to rewire the main breakers to support this service. Units E106 and F112 were previously allowed this exception.

All replacements of hot water heaters must adhere to the standards within these Construction Guidelines to replace them must be reported and approved by the General Manager prior to the installation.

It is highly recommended that all units have a water monitoring leak detection and automatic water shut-off smart device installed by a Hawaii-licensed plumber. The owner of the unit should provide documentation to the AOA management office to indicate that this installation has been completed. In the event that a unit is vacant for a period exceeding two weeks and does not have a functioning water monitoring leak detection system, the owner or their local representative is recommended to turn off the water supply to the unit.

These measures are intended to prevent and mitigate water leaks or damage in units that are unoccupied for extended periods. It is advisable to consult with a Hawaii-licensed plumber and follow any specific guidelines or regulations set forth by the relevant authorities regarding water monitoring and shut-off systems.

The General Manager is authorized to allow the installation of third floor water heaters in the attic at their discretion subject to all installations meeting the following provisions:

- i. The hot water heater is placed in a location which will not have a negative impact on the structural integrity of the building.
- ii. The tank has a lifetime, limited lifetime or best warranty available, such as a Rheem Marathon.

- iii. A copper pan with a four-inch (4") continuous curb is installed under the heater with a one-inch (1') drain feeding directly into the existing heater drain.
- iv. The installation is in conformance with all codes having jurisdiction.
- v. Appropriately licensed contractors to make electrical and plumbing connections.
- vi. The equipment is not installed in such a way as to block access to other mechanical systems, i.e., exhaust fans.
- vii. The attic is common element meaning the owner shall not have day-to-day access to this area. Access for routine maintenance is allowed with notice to and approval from the General Manager. No storage or owner items in the attic is allowed.

m. UNIT FRONT DOORS

Unit owners are allowed to change their front door subject to the following:

- i. A C-654 Tru-View Security Screen Door (with bronze anodized finish) or a C-514Z Bar Security Screen Door (with Bronze anodized finish) is installed.
- ii. The door may be painted Makena Surf Brown or may be finished with a stain similar to the existing Makena Surf Brown trim. In order to obtain approval for the stain finish, an owner is to submit a stain sample on a wood chip matching the species of the wood to the General Manager and Construction Chair for inspection and approval.
- iii. Glass not to exceed eight (8) inches x four (4) feet, has no color and has brass caning.
- iv. All expense involved and the maintenance of the door is the owner's responsibility.
- v. If replacing door keying systems, the new locksets must be compatible with the key cylinders used in our "master key system". If in doubt contact " 808 Locksmith " at 808- 463-8253, or the General Manager. A key to the lock must also be placed in the AOA office in case of emergencies or vendor need.
- vi. Doors being changed in existing frames, with no other work, will be considered a Level 4 construction. Any changes past the door itself may require an Application at a different level.

n. AIR CONDITIONING CONDENSERS

When changing the air conditioning condensers, the following requirements must be followed:

- i. The new condenser must have a sound blanket and shall have a manufacturer sound rating of 74 dB or less.
- ii. Replaced condensers must be mounted on spring isolators with soundproofing material below such as Regupol.
- iii. Lines must be connected using flexible tubing.
- iv. The height of the air conditioning unit may not exceed forty-three inches (43") from the parapet floor.
- v. The Construction Chair must also be notified of the new A/C unit's details.

o. CABINETRY, WOOD FLOORING AND PLYWOOD

- i. Prior to delivery and installation of all cabinetry, wood flooring and plywood these materials must be fumigated/treated for wood destroying organisms. The treatment must be performed within one week of delivery to Makena Surf by an approved, local and licensed company.
- ii. A certificate of treatment from a licensed pest control company must be filed with the General Manager of Makena Surf AOA and the Managing Agent for approval before transporting to Makena Surf property.

APPENDIX A



Required Items from Homeowner

ITEMS	APPENDIX	PAGE	LEVEL				FOR OFFICE
			1	2	3	4	
Construction Application, Levels 1, 2, & 3	B	21-24	X	X	X		
Construction Notification, Level 4	C	25-26				X	
Architectural Plans			X	X			
Structural Engineer Report			X	X			
Specifications			X	X	X		
Working Drawings or Sketches					X		
Building Permit			X	X			
Refundable Deposit			X	X	X		
H06 Declarations Page or Proof of Insurance Certificate*			X	X	X		
Contractor Information	D	27	X	X	X		
Carpet to Hard Surface Approval**	G	32	X	X	X		
License, Delegation and Indemnification**	H	33-38	X	X			
Indemnification and Binding Arbitration	I	39	X	X	X		
Notice to Adjacent Owners	J	40	X	X	X		
Acknowledgement of Wood Treatment**			X	X	X	X	

* Must name Makena Surf AOA and the Association’s insurance company as Certificate Holders

** If applicable

Required Items from Contractor

ITEMS	APPENDIX	PAGE	LEVEL				FOR OFFICE
			1	2	3	4	
Contractor’s Description of Work			X	X			
Contractor’s Certificate of Insurance*			X	X			
Contractor and Vendor House Rules	E	28-30	X	X	X		

* Certificate of Insurance must name Makena Surf AOA, its owners and agents as Additional Insured

APPENDIX B



**MAKENA SURF AOAO
CONSTRUCTION APPLICATION
LEVELS 1, 2, & 3**

OWNER(S) _____ UNIT _____

Primary Contact Phone#: _____ Email Address: _____

Application Date: _____ Desired Start Date: _____

Estimated Duration of Project: _____ Estimated Completion Date: _____

Owner's Description of Project Details: _____

Submitted Building Permit Number (if applicable): _____

LEVEL 1: High Intensity Construction Projects

CHECK ALL THAT APPLY	
<input type="checkbox"/>	Install/Remove/Reconfigure partition walls
<input type="checkbox"/>	Install/Replace weight-bearing walls, including shearwalls
<input type="checkbox"/>	Modifying size or placement of windows
<input type="checkbox"/>	Modify/Change exterior of unit
<input type="checkbox"/>	Modifying lanai sliding doors in size or removing center post
<input type="checkbox"/>	Significant interior remodel
<input type="checkbox"/>	Any proposed change to common elements not previously approved by the Board:
<input type="checkbox"/>	Install/Remove/Change/Penetrates common elements (including perimeter or party walls, interior load-bearing walls and columns, flooring, ceilings and roofs):

NOTE: This page must be posted during construction on entry door and one obvious location within the unit.



**MAKENA SURF AOA
CONSTRUCTION APPLICATION
LEVELS 1, 2, & 3**

LEVEL 2: Medium Intensity Construction Projects

CHECK ALL THAT APPLY	
	Exterior Storage Closets on first-floor end units
	Install third-floor corner unit rooftop storage area
	Install side lanai doors on end units, if lanai already exists
	End Unit Window Modifications
	Install/Remove/Change electrical system
	Install/Remove/Change plumbing system
	Lanai extensions as relates to Buildings A and C
	Install/Replace lanai tile and/or drains
	Stand-alone kitchen remodel
	Stand-alone bathroom remodel
	Any changes that require modifications to the interior or exterior layout of a unit:

LEVEL 3: Light Intensity Construction Projects

CHECK ALL THAT APPLY	
	Install/Replace flooring, including soundproofing and changing carpeted areas to hard surfaces
	Install/Replace cabinetry and/or countertops
	Replace lanai sliding doors in-kind
	Replace hot water heater
	Replace air conditioning system and/or condenser (please provide energy, decibel ratings and condenser height)
	Other:



**MAKENA SURF AOA
CONSTRUCTION APPLICATION
LEVELS 1, 2, & 3**

Unit #: _____

Attached please find a description, plans and drawings for the remodeling of or alterations to the above referenced unit for which I'm seeking appropriate level of approval in accordance with Makena Surf's Construction Guidelines, which have been adopted by the Makena Surf Board of Directors pursuant to the Hawaii Condominium Law and Makena Surf's Horizontal Property Regime and Bylaws.

I have read and agree to Makena Surf's Construction Guidelines, pages _____ through _____ dated _____. My anticipated start and completion dates are _____ through _____. I would appreciate prompt consideration of this Application and notification of action taken. If there is any question about the proposed work, please advise me of what additional information or plans you may require.

I agree to be responsible for and pay any and all costs for the completion of the work, including the cost of any changes involving common elements, a licensed architect and/or structural engineer, if applicable. I agree and understand that the Association makes no representations or guarantees regarding the condition or state of the unit or common elements, the condition thereof being assumed by me and my Contractor "as is".

I agree to be responsible for verifying whether a building permit is required for my project. Although Makena Surf AOA may allow me to start my project before receiving the final building permit from the County of Maui, it is my responsibility to complete the building permit approval process at my cost and submit the final necessary paperwork to the Construction Chair and General Manager.

I hereby indemnify and agree to hold harmless the Association and its members, the members of its Board of Directors, the General Manager and Makena Surf's employees from all demands, legal actions, and costs, including attorney's fees, and from any liability for injuries suffered by any Makena Surf employee or Contractor or its employee or by any other person and any damages to building or common elements in Makena Surf, which may arise from any acts or failures to act (including acts of negligence) or in connection with or arising from the alteration of my Unit whether occurring on or off the Makena Surf premises.

It is my plan to have the work performed by the Contractor(s) listed in the Contractor Information Form.

It is understood that should the above contractor(s) fail to satisfactorily complete any work to the common element in a timely manner, Makena Surf reserves the right to complete and bill me accordingly.

Homeowner(s) Signature: _____

Print Name(s): _____

Date: _____



**MAKENA SURF AOA
CONSTRUCTION APPLICATION
LEVELS 1, 2, & 3**

=====

FOR THE USE OF THE GENERAL MANAGER, CONSTRUCTION CHAIR AND/OR BOARD

_____ Application is approved for the work as submitted.

_____ Application is denied.

By: _____ General Manager/Date

By: _____ Construction Chair/Date

By: _____ Board President/Date

Notes:

APPENDIX C



**MAKENA SURF AOA
CONSTRUCTION NOTIFICATION
LEVEL 4**

OWNER(S) _____ UNIT _____

Primary Contact Phone#: _____ Email Address: _____

Notification Date: _____ Desired Start Date: _____

Estimated Duration of Project: _____ Estimated Completion Date: _____

Owner's Description of Project Details: _____

LEVEL 4: Simple Repairs, Appliance Replacement and Cleaning Projects

CHECK ALL THAT APPLY	
<input type="checkbox"/>	Install/Replace existing appliances
<input type="checkbox"/>	Replace existing plumbing or electrical fixtures
<input type="checkbox"/>	Cleaning existing lanai tiles
<input type="checkbox"/>	Cleaning existing carpet
<input type="checkbox"/>	Cleaning existing air ducts
<input type="checkbox"/>	Install bathroom fixtures
<input type="checkbox"/>	Plumbing or electrical fixture changeouts that do not have higher usage of electricity or water
<input type="checkbox"/>	Install/Replace windows, entry doors, and/or screens in-kind, without frame change
<input type="checkbox"/>	Replacement of interior window treatments such as curtains or blinds
<input type="checkbox"/>	Repair hot water heater
<input type="checkbox"/>	Repair air conditioning system and/or condenser (please provide energy, decibel ratings and condenser height)
<input type="checkbox"/>	Interior painting or decorating projects that do not require changes to interior or exterior walls
<input type="checkbox"/>	Other:



**MAKENA SURF AOA
CONSTRUCTION NOTIFICATION
LEVEL 4**

Unit # _____

In accordance with Level Number Four (4) Rules for Simple Projects and Repairs, I am giving you notification of my intent to alter the above unit in the following manner. I have read and agree to the Rules Pertaining to Remodels, pages _____ through _____, dated _____.

SUPPLIER OR CONTRACTOR:

Name: _____

Contact: _____

Email: _____ Telephone: _____

I agree to inform you or have my supplier or contractor inform you in advance of any changes in the above remodeling plans. I will direct the supplier or contractor to advise the General Manager's office in advance of the date and approximate time of arrival at Makena Surf to perform the work.

_____ Please issue keys to my supplier or contractor on a daily basis.

Homeowner(s) Signature: _____

Print Name(s): _____

Date: _____

=====

Notification Received Date: _____

General Manager Signature: _____

Notes:

APPENDIX D



**MAKENA SURF AOA
CONTRACTOR INFORMATION**

Unit # _____

The work specified in my Application for Remodeling or Alteration will be performed by;

1. Contractor/License# _____

Email Address _____

Street Address _____

Telephone Number _____

Emergency Contact Name and Number _____

2. Contractor/License # _____

Email Address _____

Street Address _____

Telephone Number _____

Emergency Contact Name and Number _____

3. Contractor/License # _____

Email Address _____

Street Address _____

Telephone Number _____

Emergency Contact Name and Number _____

Notes:

Homeowner Signature: _____ Date: _____

APPENDIX E



MAKENA SURF AOA CONTRACTOR AND VENDOR HOUSE RULES

JUNE 2023

Welcome to Makena Surf AOA. We hope you enjoy your experience working here, and to facilitate that, we offer the following guidelines to assist you while you are working on our property.

1. Regarding remodeling/renovating: The Makena Surf AOA Board of Directors or their designee must approve all work being done on property. Such approval will be provided to the Owner for whom you are working. We recommend you call the Makena Surf Office (808-874-0616) the day prior to your first entry to make sure you are on the Owner's guest list. Otherwise, entry will be delayed. All work will be subject to inspection by the General Manager as well as the Construction Chair.
2. The speed limit for all vehicles on property is 15 mph.
3. Vendors are allowed on property Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. An exception to this rule is for cleaners. Cleaners are allowed on property seven (7) days a week from 7:00 a.m. until 7:00 p.m. We appreciate your cooperation in adhering to these hours. For circumstances outside this time frame, call the General Manager at 808-874-0616. Construction work is NOT permitted on Federal and/or State holidays unless approved by the General Manager.
4. All lights need to be turned off, windows shut, and doors secured when the unit is vacated. Never leave appliances such as washer/dryer, dishwasher, oven, or any type of electronic device on or running unless you are in the unit.
5. For construction Levels 1, 2 and 3, it is mandatory that all contractors, subcontractors, and vendors doing work at Makena Surf carry appropriate licensure and insurance and forward proof of insurance to the General Manager before any job begins. Insurance must list Makena Surf as an Additional Insured and insurers must provide notice to Makena Surf of any cancellation.
6. For construction Levels 1, 2, and 3, all contractors and subcontractors must have current, valid licenses issued by the Contractors License Board of the State of Hawaii. All Building Permits must be applied for at the job start date and a copy of a Certificate of Insurance needs to be provided to the General Manager before the work begins. No Owner/Builder Building Permits are allowed.
7. The general contractor in charge of a job must make sure the General Manager has a listing of all sub-contractors expected on the job. This will eliminate delays at the gate.
8. Regarding remodeling/renovating, the General Manager will inspect the exterior of a unit to record the condition of the property before work begins. Management will hold the contractor responsible for expenses incurred for remediation of damage or

any impairment of the physical condition of the property caused by the contractor, as well as expenses for cleanup of trash/waste material created by the contractor. The contractor will also be held responsible for the destruction of any landscaping around a unit or units being remodeled/renovated. A deposit is required and the Owner will be billed for any charges exceeding the deposit to cover costs incurred for remediation, clean up or destruction of landscaping.

9. Construction refuse containers will not be allowed on property without the authorization of the General Manager. Makena Surf refuse containers are not available for contractor usage and all refuse, waste, trash and surplus materials, including paint, are to be taken off the property and disposed of by contractors.
10. Dumping of any material, or commercial/industrial washing, flushing, or cleaning is not to be done in the storm drains or in the unit(s).
11. Parking on property is limited. Open parking areas shall be used for parking of cars, trucks, and vans only. Up to four vehicles per unit under construction are allowed. Please park in the mauka-end of the parking lot. Contractors will be asked to clean all oil stains from the concrete caused by their vehicles. Contractors will be billed if Makena Surf staff need to do further clean-up. At the General Manager's discretion, the General Manager may ask contractors and vendors to carpool or bus in their employees to minimize the impact on the limited parking available on property.
12. Materials may not be left or stored on common element areas (i.e., on the lawns, at the entries to the unit(s), or exterior lanai areas). Common element areas that get dirty during the day's work must be cleaned before leaving the area after the workday.
13. Completely cover the AOA hard-wired smoke detector before any construction begins.
14. No loud music or other audio programming is allowed on the property. No foul language to be heard on any part of the property.
15. All power tool/equipment work will be done within the unit(s) to minimize the disturbance to neighbors. If a noisy project or operation is pending, the surrounding residents must be informed by the contractor.
16. All common elements, including pool restrooms, are for the use of residents and their guests only. Employee restrooms are located on the east side of the Office Building.
17. Drinking of any alcoholic beverages or the use of illicit, unprescribed drugs is strictly prohibited on property.
18. Access to the property is limited to those contractors, vendors, cleaners, and/or trainers placed on the guest list by the Owner. No friends, family members, or pets of such a listed guest are allowed on the premises.
19. The General Manager reserves the right to remove anyone violating these or any other property rules.

20. All workers must wear shirts and shoes at all times while on the property.
21. All contractors are responsible for compliance with all applicable OSHA (Occupational Safety & Health Act/Administration) Standards and regulations, including personal protective clothing and equipment fall protection systems and equipment, etc.
22. Disposal of all construction debris, trash, or waste will be the responsibility of the contractor. Improper disposal of debris, trash, or waste will cause a complete stop of work until the issue is resolved.
23. At the end of a construction project, of the construction period (the first Monday after Easter to the Friday before Thanksgiving), contractors are to snake the floor drains in the unit(s) to make sure there are no construction related obstructions or blockages.
24. Contractors are required to inform all workers, subcontractors, and vendors of smoking policy on the property, and are responsible for cleanup of discarded cigarette butts. The only area designated for smoking are the parking lots, 20 feet away from any building, and the South Tennis pavilion. The following areas are non-smoking areas at Makena Surf – pools, pool deck areas, spa areas, fitness center, and the business office area, and entrances to any building.
25. Contractors need to monitor and discourage all workers, subcontractors, and vendors from having and using binoculars, telescopes, drones, cameras with telephoto lens, or other devices that may be used to magnify, intrude upon, and/or violate an individual's reasonable expectation of privacy while on the property or adjacent beaches.
26. In order to avoid a conflict of interest, Makena Surf prohibits compensation to any Makena Surf employee, Board member or homeowner from contractors, vendors, house cleaners, and trainers working at Makena Surf. Compensation includes direct and indirect remuneration as well as gifts and favors.

We ask that you respect the privacy of all homeowners and the rules that they abide by. Your cooperation is most appreciated. If we may be of any assistance to you during the time you are working at Makena Surf, please call the office at 808-874-0616.

Contractor

Date

General Manager

Date

APPENDIX F



MUST BE POSTED DURING CONSTRUCTION ON ENTRY DOOR AND ONE OBVIOUS LOCATION WITHIN THE UNIT

1. Either the General Manager, Construction Chair or the Board of Directors must approve all work (depending on Level of construction project).
2. All work will be from 8:00 a.m. to 5:00 p.m. Monday through Saturday. Any work that would cause a disturbance to the neighboring units will be confined from 9:00 a.m. to 5:00 p.m.
3. All rubbish, old appliances and in general, all waste is your responsibility to dispose of. Do not use Makena Surf's dumpsters.
4. No loud music or foul language to be heard on any part of the property.
5. Park your vehicles in the Mauka ends of the parking lots. Only 4 (four) vehicles per unit will be allowed.
6. The pools, kitchen area, showers, pool furniture, lanai furniture, lawn furniture, office and poolside restrooms are for owners and their guests use only. Employee's restrooms are located on the east side of the administration building.
7. **Do not clean brushes, buckets etc. in/on ground cover or in storm drains. Cleaning should be done off site.**
8. Stay off the grass and all landscaping as much as possible.
9. The only areas designated for smoking are the parking lots, 20 feet away from any building, and the South Tennis pavilion. The following areas are non-smoking areas at Makena Surf – pools, pool deck areas, spa areas, fitness center, and the business office area, and entrances to any building.

Note: If the work to be performed includes installation of new lanai tile that requires waterproofing, the Contractor shall give notice to the General Manager seven (7) days prior to the installation of the Pacific Polymer (waterproofing specified by Makena Surf AOA). The General Manager will then notify the owners or owners' manager in adjacent units of the possibility of a strong chemical smell that will be expelled from the polymer while drying. The drying usually takes 24 to 48 hours.

APPENDIX G



**MAKENA SURF AOAO
CARPET TO HARD SURFACE APPROVAL FORM**

DATE: _____

RE: _____

NAME: _____

ADDRESS: _____

PHONE: _____

As owner of Makena Surf Unit # _____, I do hereby give my agreement that Unit # _____, as located above my Unit, may change carpeted areas to hard surfaces, as per the Unit's Construction Application, following Makena Surf's Construction Guidelines.

Signature: _____

APPENDIX H

LICENSE, DELEGATION AND INDEMNIFICATION AGREEMENT

Required only for Exterior Storage Closets, First Floor Lanai Extensions and Third Floor Corner Unit Roof Storage Areas.

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL PICK-UP :

Porter, McGuire, Kiakona, LLP
c/o Maxwell Kopper
841 Bishop Street, Suite 1500
Honolulu, Hawaii 96813

TMK No. _____ CPR No.: _____ Total pages: ____

This License, Delegation and Indemnification Agreement (“Agreement”) is made as of this ____ day of _____, 20 ____ (“Effective Date”), by _____, with a mailing address of _____, as Unit owner (“Owner”) of Unit No. ____ (“Unit”) at the Makena Surf condominium project (“Project”) and the Association of Apartment Owners of Makena Surf (the “Association”), an unincorporated condominium association, by and through its Board of Directors (hereinafter referred to as the “Board”), with a mailing address of _____.

RECITALS

WHEREAS, the Project was created by that certain Declaration of Horizontal Property Regime of Makena Surf (the “Declaration”);

WHEREAS, pursuant to the Declaration and Bylaws of the Association of Apartment Owners of Makena Surf, as amended and restated, the Association is vested with the right and obligation to administer the common elements with respect to the Project;

WHEREAS, Owner is the fee simple owner of the Unit located in the Project, and which is more particularly described in the Declaration;

WHEREAS, Owner desires to alter certain common elements in the manner described in Exhibit “A” attached hereto and incorporated herein by reference (“Altered Area”); and

WHEREAS, Owner, in consideration for the approval to install and/or alter such structures or elements in the Altered Area, has agreed to relieve the Association of the costs and maintenance responsibilities that pertain to the Altered Area and agreed to indemnify, defend and hold harmless the Association from and against any and all claims, damages, liabilities, losses, costs or expenses that may arise from the construction of, addition to, and maintenance of any structures or elements in the Altered Areas;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and Association hereby agree as follows:

1. **Indemnification.** Owner hereby releases, remises, discharges and agrees to indemnify, pay, protect, defend and hold Association and its directors, officers, owners, employees, agents and representatives, harmless from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorneys’ fees and costs, known or unknown, patent or latent, caused by (directly or indirectly) or otherwise arising from the design, Project, use, existence, construction, operation, maintenance, repair and replacement at or of the Altered Area by Owner or any contractor, licensee, invitee, guest of Owner or person acting on behalf of Owner. This indemnification is to be interpreted broadly to protect the Association from claims that may arise from the alteration or use that Owner wishes to accomplish at the Altered Area. Upon written request by Association, Owner shall, in accordance with its obligations herein, defend Association by attorneys and other professionals that have been approved by Association.

2. **Delegation of Rights by Association.** Commencing on the date first written above, Association hereby agrees to temporarily delegate its rights and obligations pertaining to the Altered Area, including but not limited to the maintenance and cost of maintenance in such Altered Area to Owner. Upon the Effective Date of this Agreement, Association shall temporarily delegate and Owner shall assume the Association’s rights and obligations pertaining to the Altered Area, which shall include the following obligations:

a. Owner shall be solely responsible for the maintenance, repair, replacement and removal of any and all structures, additions, or elements developed, built or placed in the Altered Area, which must conform with the standard of maintenance practiced by the Association on the common element and shall be done periodically and in a timely fashion to ensure such conformity and with prior approval of the Board of Directors for the Association; provided that Association shall have the right to periodically inspect the Altered Area and all improvements, structures, additions and elements on or at the Altered Area.

b. The Association, in its sole and absolute discretion, shall have the right to withdraw its temporary delegation to Owner of the rights and responsibilities set forth in this Section and reassume such rights and responsibilities as to such Altered Area as set forth in the Declaration upon ten (10) calendar days’ notice to Owner.

c. **Reservation of Rights of Association.** Notwithstanding anything contained in herein, the Association shall retain the rights to: (i) grant easements to, and enter into any lease and/or license agreements with, third persons, provided that such third persons do not interfere with any of Owner’s rights under this Agreement; (ii) place and maintain such equipment and fixtures relating to the Association’s operations, and such other infrastructure as may be reasonably located within the Altered Area, provided that it does not interfere with any of Owner’s rights under this Agreement; and (iii)

permit persons to enter the Altered Area for the purpose of inspecting, maintaining, repairing, removing, replacing, supplementing, and adding to the Altered Area, from time to time, for the safety of the Project and other units.

3. Owner's Obligations.

a. Owner shall pay to the Association a monthly license fee of \$ _____ determined by the following formula: square footage of the addition to the Altered Area multiplied by the monthly square footage maintenance fee multiplied by the discount coefficient (dc). The discount coefficient may be amended from time to time by the Board of Directors and any change in the license fee shall be effective after thirty (30) days' written notice to Owner by the Association.

b. Owner shall provide a copy of this Agreement to perspective purchasers and any purchasers of the Unit.

c. At Owner's sole cost and expense, Owner shall within thirty (30) calendar days of notification by the Association or its representatives repair or replace any and all damage to the common elements, limited common elements or damage at Owner's Unit or any other units relating to or arising from Owner's design, Project, use, existence, construction, operation, maintenance, repair and replacement at or of the Altered Area.

d. All such repair and/or replacement shall be done with approval of the Board, and owners if necessary under law. Owner shall bear any and all expenses associated with the repair and/or replacement including those costs borne by the Association including the fees and costs for the Association's consultants or attorneys.

e. Owner shall be solely responsible for obtaining the necessary permits and for paying the necessary fees for such permits as required by the laws of the State of Hawaii or the County of Maui.

f. Owner shall observe, comply and perform all provisions in the Declaration and Bylaws, House Rules, laws, ordinances, rules and regulations, now or hereafter made by any governmental authority applicable to the exercise of Owner's reserved rights described hereinabove.

g. Owner shall not cause any increase of the cost of obtaining any insurance for the Association in connection with the Project or which would cause the cancellation of any insurance policy issued to Association for the Project.

h. Owner will not make or suffer any waste or strip or improper, or offensive use of the Altered Area, or any part hereof, including improvements, and will during the whole of said term keep the said Altered Area, including improvements, in a strictly clean and sanitary condition, and will also comply with all rules, regulations, ordinances, and/or laws contained within the Hawaii Condominium Property Act, the project documents for the condominium project, including but not limited to applicable house rules, and/or made by municipal, county, state, or federal government applicable to the said premises and improvements, and will indemnify and hold harmless the Association against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of the said rules, regulations, ordinances, and/or laws or of this covenant.

i. Owner shall be responsible and pay for all utilities with respect to the demised premises, together with all material and labor charge incurred for the installation, relocation and replacement, removal of any equipment, facilities or fixtures, including light bulbs, wiring and pipes related to the supplying of such utilities. The Association shall not be liable to Owner, in damages or otherwise, for or as a result of any failure to furnish or interruption in service of water, gas, electricity, air conditioning,

telephone service or as a result of stoppage of sewers. The Association reserves the right to stop the furnishing of any of the utilities described in the preceding sentence as the Association shall deem necessary or desirable in connection with repairs, alterations, or improvements to until such time as such repairs, alterations or improvements have been completed.

j. In the event of an emergency involving the Altered Area, as reasonably determined by the Board, Owner shall take whatever action is reasonably necessary to abate the then existing emergency problem promptly upon Owner's receipt of notice in writing from the Board to do so. In the event of an emergency problem which the Board reasonably determines to be attributable to the Altered Area and which requires the immediate correction of such problem under circumstances which do not reasonably permit the giving of prior written notice to Owner, Owner agrees that at Owner's expense, the Association, through its employees, agents, representatives, insurance carriers and/or contractors, may enter the Unit and take whatever action is deemed reasonably necessary to abate such problem; provided however, before doing so, the Association will attempt to contact Owner at the most recent contact information provided by Owner to the Association. The Association shall in no event be liable for any damage to the Altered Area or the Unit or limited common elements appurtenant to the Unit during the course of correcting any emergency situation or for any expense associated therewith, regardless of whether such work is accomplished by Owner or the Association.

4. **Insurance.**

a. Owner shall obtain insurance coverage from an insurance carrier approved by the Association conveying the loss to any structures or elements in the Altered Area and covering general liability as to the Altered Area, to the extent required by the Association. Such insurance shall also be written in a company or companies lawfully authorized to do business in the State of Hawaii. All insurance policies and renewals thereof shall be in form acceptable to Association and shall specifically be endorsed to name Association as an additional insured. Owner shall procure any other insurance covering the improvements on the premises, any such policy or policies shall likewise be specifically endorsed to name the Association as an additional insured, and will be claimable by Association for application in accordance with this Section, and whether or not so made payable may be recovered by Association by any appropriate proceeding.

b. Owner shall provide Association with copies of each and every notice and certificates of insurance concerning the termination or renewal of any policy of insurance obtained in compliance with this Agreement within fourteen (14) calendar days that such notice is issued. Coverage shall not be canceled or materially reduced without at least thirty (30) days prior written notice to Association.

5. **Term.**

a. Initial Period. The initial term of this Agreement is five (5) years from the Effective Date ("Initial Period") unless sooner terminated as provided herein.

b. Renewal Period. Provided that the Owners is not in default, and requisite owner approval of 67% is obtained, the Agreement shall renew and shall continue until terminated by one of the parties or until Owner conveys, sells, or otherwise transfers the Unit. The Initial Period and Renewal Period are collectively referred to as the "Term".

6. **Termination.**

a. It is understood and agreed that termination of the Agreement by either party on any ground shall be without prejudice to any other rights or remedies which either party may have.

b. Either party may cancel and terminate the Agreement for no cause by giving sixty (60) days' written notice of such termination to Association, provided if requisite owner approval of 67% is obtained. Otherwise only the Owner can cancel for no cause by giving 60 days' written notice and the Association can cancel as described in Section 6.d. herein.

c. In the event of the failure by Owner to perform or observe any material term or covenant or agreement contained in this Agreement, the Association may terminate the Agreement and the other rights granted to Owner under this Agreement by giving notice of termination to Owner (a "Notice of Termination"), which termination shall become effective automatically unless Owner completely cures the breach within thirty (30) calendar days of the giving of the Notice of Termination.

d. The Association may elect, by written notice to Owner, to terminate the Agreement effective upon twenty (20) calendar days prior written notice for the following:

i. Any required consent by an adjacent owner of the Project is withdrawn in writing;

ii. Owner institutes bankruptcy proceedings;

iii. Owner fails to pay regular maintenance fees and/or special assessments for common expenses and does not cure the delinquency within sixty (60) days;

iv. Owner assigns, attempts to assign, sublicense, attempts to sublicense, or otherwise transfers or attempts to transfer any of its rights or obligations hereunder without the prior written consent of the Association, any such approval by the Association is not to be unreasonably withheld. Any such attempted or completed assignment, sublicense or transfer, whether voluntary or by operation of law, directly or indirectly, will be void and of no force or effect; or

v. A final judgment is entered against Owner, or the occurrence of any other event, which individually or in aggregate, would have a materially adverse effect on the financial condition or otherwise, operations, performance, properties or prospects of Owner or its ability to perform timely its obligations under this Agreement.

e. Upon the expiration or termination of the Agreement for any reason whatsoever, all of the rights of Owner under this Agreement shall forthwith terminate and immediately revert to the Association, and Owner shall forthwith discontinue all use of the Altered Area, and at Owner's sole cost and expense, Owner shall remove any alterations, obstructions or barriers at the Altered Area and restore the Altered Area to the condition existing prior to Owner's alterations.

7. **Remedies.** This Agreement shall be voidable by Association upon failure of Owner to fulfill any of the obligations to exercise any of the rights set forth in this Agreement up to the standards as determined by the Board, in its sole discretion. In addition, the Association shall have the option to offer Owner the right to cure the noncompliance within thirty (30) days after the discovery of such noncompliance. In the event Owner does not take corrective action when directed to do so by Association, the Association may revoke its temporary delegation of rights and maintenance obligations and shall relieve Association of such rights and obligations pertaining to the Altered Area. Association may then correct and amend the noncompliance or damage in the Altered Area and charge the expense of remedying such noncompliance or damage to Owner. All sums charged to Owner which remain unpaid for a period of more than thirty (30) days from the day Owner receives a bill for such charges shall constitute a lien against the Unit. Such lien shall be effectuated in accordance with the procedures set forth in the Hawaii Revised Statutes, Declaration and Bylaws for default in payment of Assessments.

8. **Successors and Assigns.** It is expressly understood that this Agreement will be recorded and will run with the land, obligating Owner, all future owners and any of their heirs, successors, or assigns, to assume the duties and obligations of repair and/or replacement hereunder.

9. **Governing Law; Venue.** This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Hawaii. Any action to enforce this Agreement shall be venued in the Second Circuit Court.

10. **Final Agreement.** This Agreement supersedes and replaces any and all prior agreements relating to the Altered Area.

11. **Counterparts; Electronic/Facsimile Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original and said counterparts shall together constitute one and the same document. A signature sent via facsimile, electronic mail attachment or similar electronic means shall be the equivalent of and shall have the same force and effect as an original signature.

12. **No Party Shall Be Deemed The Drafter Of This Agreement.** In entering into this Agreement, the Parties represent that they have read this Agreement and that the terms are fully understood and voluntarily accepted by them. The Parties are represented by counsel and their counsel have reviewed and revised, or have had full opportunity to review and revise this Agreement, and it is understood and agreed that the rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendment of it.

13. **Headings.** In this Agreement, the captions or headings of paragraphs and subparagraphs are inserted for convenience, reference, and identification purposes only, and shall neither control, define, limit nor affect any provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Agreement as of the day and year first written above.

“Owner”

By _____

Printed Name: _____

By _____

Printed Name: _____

“Association”

ASSOCIATION OF APARTMENT OWNERS OF
MAKENA SURF

By _____

Printed Name: _____

Its: President

APPENDIX I



MAKENA SURF AOA

Agreement for Indemnification and Binding Arbitration

1. Agreement for Indemnification. The undersigned affirms that he/she is the owner of the Makena Surf unit that is to be remodeled and that he/she understands and agrees that the remodeling or alteration process may cause damage to adjacent units and/or to project common elements. The undersigned agrees to accept liability for any such damage caused to adjacent units and/or to project common elements as a result of the undersigned's remodeling work; to indemnify and hold harmless the AOA and the owners of any adjacent units for any such damage; and to have any such damage repaired to its former state in a timely manner; provided, however, the undersigned's obligation to undertake such repair shall be conditioned upon the undersigned's receipt of written notification, (within a period of two years following the completion (certificate of occupancy) of the undersigned's remodeling work), from the AOA Board, or its duly appointed representative, describing such damage and requesting the undersigned to repair the damage as provided in this paragraph 1.

2. Binding Arbitration. If the AOA Board shall issue to the undersigned written notification of damage and request for repair as provided above in paragraph 1, the undersigned shall deny or accept responsibility for the damage by forwarding a written response to the AOA Board within ten days of the undersigned's receipt of the AOA Board's written notification. If the undersigned shall fail to issue their written response to the AOA Board within the ten-day period, then the undersigned will be construed to have accepted responsibility for the damage and the repair of same. If the undersigned issues a denial of responsibility for the damage, the dispute shall be submitted to binding arbitration before an independent registered architect or licensed structural engineer mutually agreed upon by the AOA Board and the undersigned, or if such mutual agreement is not reached within ten days of the undersigned's written denial of responsibility for the damage, then by a choice of Arbitrator pursuant to the rules of the American Arbitration Association. Any architect or engineer so appointed to conduct arbitration must have had no financial or contractual affiliation with the undersigned in the course of the remodeling work in question. The decision of the architect or engineer shall be final and binding upon the AOA Board and the undersigned; shall contain an award of costs and attorney's fees to the prevailing party as determined by the architect or engineer; and not subject any appeal.

Homeowner Signature _____

Print Name _____

Unit# _____ Date _____

APPENDIX J



**MAKENA SURF AOA
NOTICE TO ADJACENT OWNERS**

Remodeling or Alterations to unit _____ has been approved by the Makena Surf Board of Directors in accordance with Makena Surf’s Rules Pertaining to Remodeling. The Owner must give notice to adjacent Owners in the building at least 30 days before the project commences.

Adjacent Owners are those who are in the same stack and the stacks on each side. Those receiving notice include:

UNIT	NAME
Makena Surf AOA	General Manager

Work is scheduled to begin on _____ and is expected to be completed by _____.

All work will be performed in compliance with the Makena Surf’s Construction Guidelines.

Note: If the work to be performed includes installation of new lanai tile that requires waterproofing, the Contractor shall give notice to the General Manager 7 days prior to the installation of the Pacific Polymer (waterproofing specified by Makena Surf AOA). The General Manager will then notify the owners or owners’ managers in adjacent units of the possibility of a strong chemical smell that will be expelled from the polymer while curing. The curing generally occurs overnight, though the smell can persist for more than 24 hours.

Homeowner Signature _____

Print Name _____

Date: _____ Contact Number _____

APPENDIX K



MAKENA SURF AOA

LANAI DECK & DOOR WATERPROOFING INSTALLATION

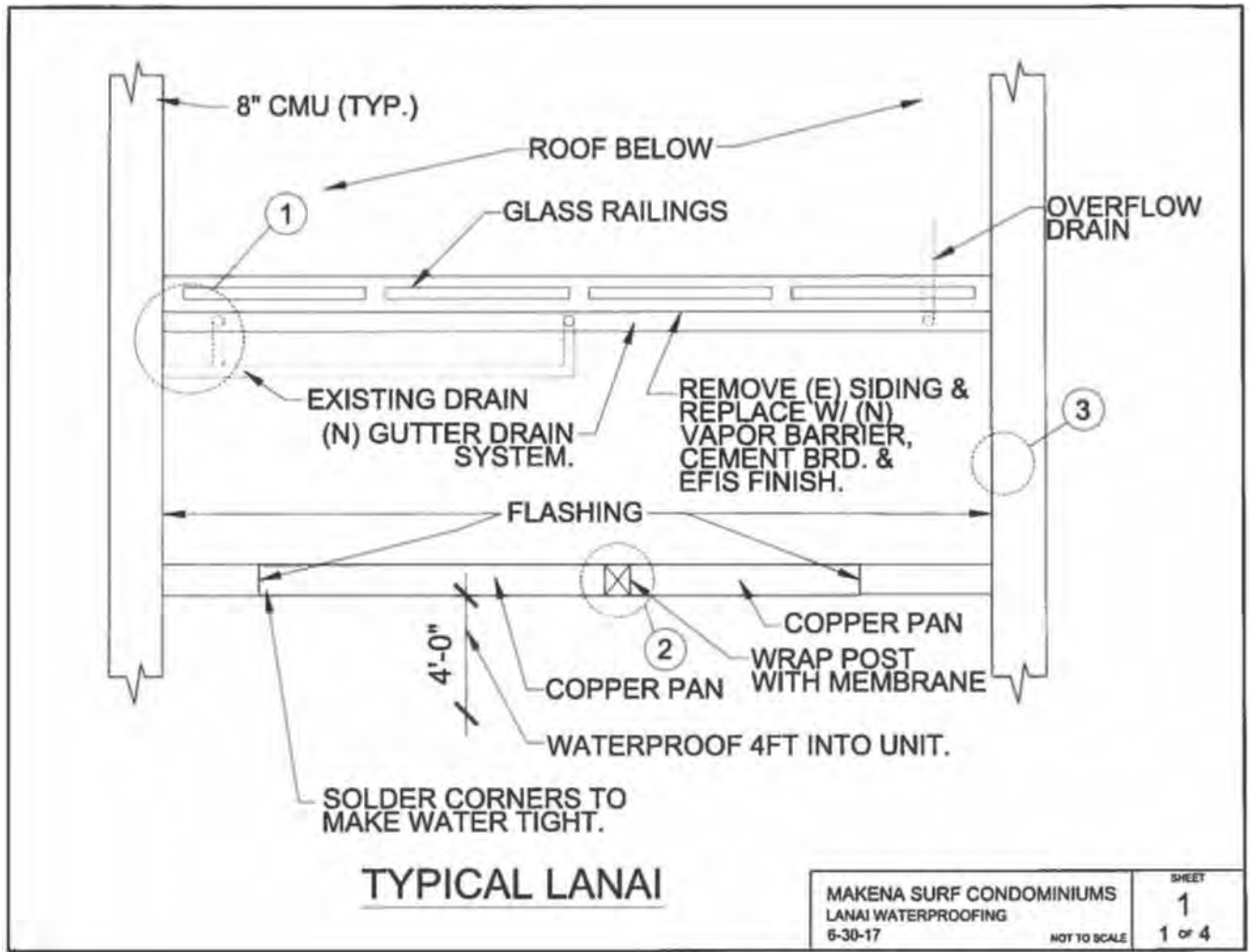
MINIMUM SPECIFICATIONS

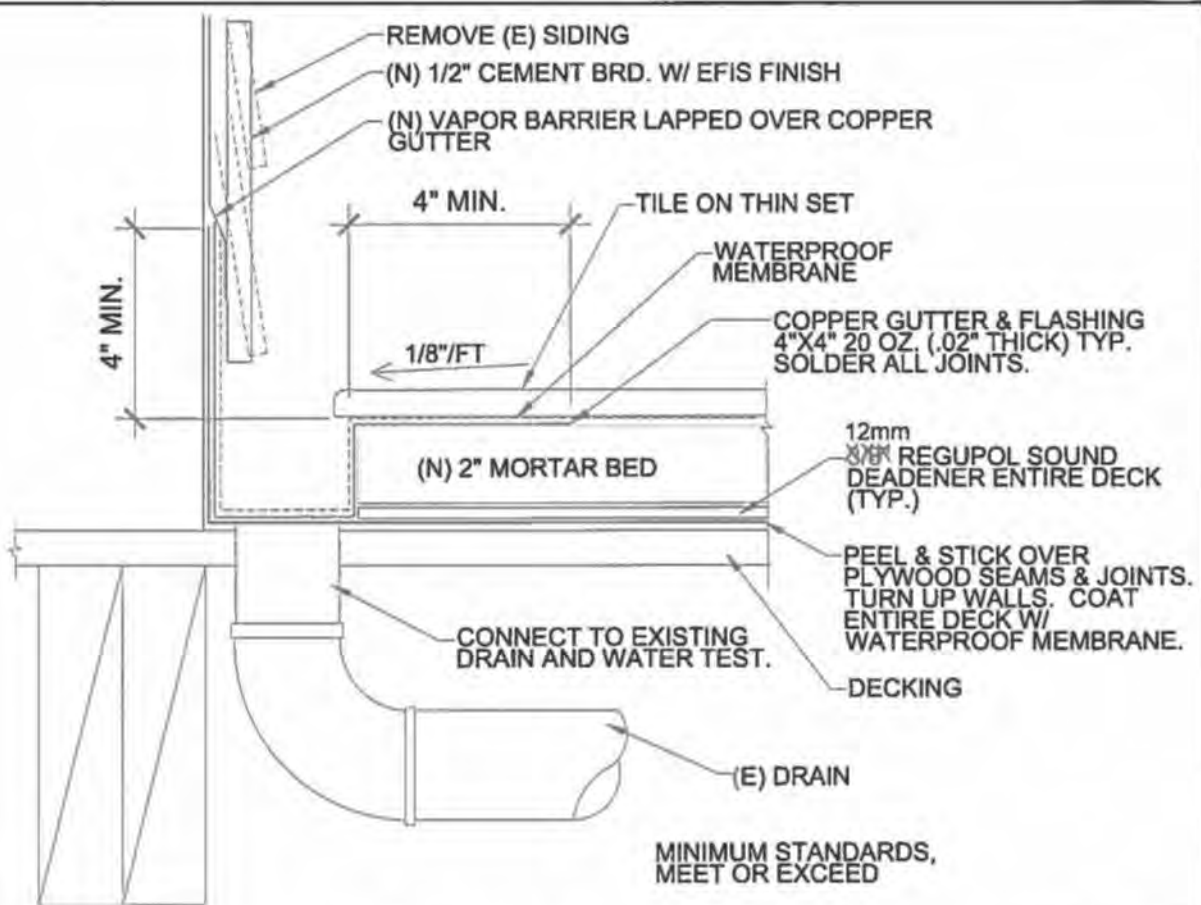
BY: Riecke Sunnland Kono Architects Ltd.

1. Cover Lanai to protect unit below with tarp and other measures necessary to prevent rain intrusion during construction.
2. Remove Lanai sliding door system.
3. Remove tile, concrete, cork sound damping material and existing membrane and flashing.
4. Open subfloor for installation and connection of new pan drains, as necessary.
5. Install Peel and Stick Waterproof Membrane on all subfloor joints and seams. Flash up wall and posts per attached details.
6. Coat entire deck with LATICRETE 9235 Waterproofing Membrane per Manufacturer's printed recommendations. Extend Waterproofing Membrane four (4) feet past lanai doors into unit. The waterproofing membrane must be extended four (4) feet into the unit or the owner risks a future leak and substantial related costs.
7. Install a minimum of one (1) layer of 12mm REGUPOL or similar product approved by the General Manager and/or Construction Chair, sound deadener on deck, door riser, and Lanai door threshold with a layer of platinum thinset in between per details. A single 6MM layer of Regupol is permitted only in the A and C buildings as the lanai does not sit above interior space.
8. Install 3000 psi concrete as mortar bed. Slope as necessary to insure proper drainage. Cure to suppliers' recommendations. Skim coat any voids or gaps with thinset.
9. Install new 20 oz. copper pan gutter and deck to wall L flashing. Pan to have center drain, a left or right drain and an overflow drain. Overflow drain to have ½" high lip above pan bottom.
10. Flood test pan and drain connections for leaks before proceeding.
11. Install new 20 oz. copper pan at Lanai doors per detail.
12. Clean Copper pans and apply Proline Y- 4078 copper primer or Pacific Polymers Elasto- Poxxy Primer VOC on all copper and joints. Apply per Manufacturer's recommendations.
13. Apply Pacific Polymers Elasto-Proxy Primer VOC as primer to concrete and metal per Manufacturer's recommendations.
14. Apply Pacific Polymers 5001 NG system to concrete and copper flashing as base coat per Manufacturer's recommendations.
15. Apply Pacific Polymers 5001 HT system to concrete and copper flashing per Manufacturer's recommendations. Apply light sand coat to enable bonding of Laticrete/tile.
16. Flood test and check for leaks.

17. Install FLEETWOOD or other approved Doors. Apply Peel and Stick WP head and jamb flashing. Replace trim. Apply sealant at threshold/pan joint.
18. Install tile and grout. Seal grout.
19. Flood test system and check for leaks.

Note: If the work to be performed includes installation of new lanai tile that requires waterproofing, the Contractor shall give notice to the General Manager 7 days prior to the installation of the Pacific Polymer (waterproofing specified by Makena Surf AOA). The General Manager will then notify the owners or owners manager in adjacent units of the possibility of a strong chemical smell that will be expelled from the polymer while curing. The curing generally occurs overnight, although the smell can persist for more than 24 hours.





DETAIL #1

MAKENA SURF CONDOMINIUMS
 LANAI WATERPROOFING
 6-30-17

SHEET
2
 2 OF 4

NOT TO SCALE

