APPLICATION
FOR ALTERATIONS OR ADDITIONS

TO: ASSOCIATION OF APARTMENT OWNERS OF MANA KAI-MAUI

RE: MANA KAI-MAUI APARTMENT #_______________  APPLICATION DATE: ___________________

As the Owner of the referenced apartment (apartment) I am submitting this application for Alterations or Additions to the Board of Directors (Board) of the Association of Apartment Owners of Mana Kai-Maui (Mana Kai). Attached as required by Mana Kai’s Rules are: Attachment A – a detailed description of the proposed work (the project); Attachment B – a complete list of the contractors expected to work on the project; Attachment C – a fully executed copy of the Rules Relating to the Project. Also attached are drawings and specifications detailing the construction and materials planned for the project.

The work shall be performed by the Licensed Contractor(s) listed in Attachment B. The permits from the County of Maui have been or will be provided to the Board of Directors before work commences along with copies of liability insurance policies showing the Association added as an additional insured and worker’s compensation insurance.

I understand, acknowledge and agree that all work on the project must comply with the Mana Kai Rules Relating to Alterations or Additions, and the Rules Relating to Contractors (Attachment C), the receipt of which I acknowledge and with which I agree to comply.

It is understood that should I fail to cause the satisfactory completion of this project in a timely manner and thereby create a hazardous condition or unsightly appearance, Mana Kai reserves the right (but not the obligation) to complete and bill me accordingly for any unfinished work. I agree that I am responsible for and will pay, on demand, any and all costs expended by Mana Kai for the completion of the project in accordance with the drawings and specifications approved by the Board.

I hereby hold the Association, its directors, officers, employees and agents harmless, and defend, and indemnify them from any and all claims, damages, fines, costs, or demands, including claims for property damage, or theft or disappearance of property, personal injury or wrongful death arising out of any accident or incident caused by my failure or my employees’, contractors’, agents’, or invitees’, failure to satisfy any requirement or other obligation applicable to this project whether said accident or incident occurs in my apartment, on the common elements of Mana Kai-Maui or elsewhere. I shall also reimburse the Association for all costs and expenses, including reasonable attorneys’ fees, incurred by the Association in connection with the defense of any such claim.

I also agree to defend, indemnify and save harmless the Association and its Board of Directors and officers against all reasonable costs, expenses and liabilities, including reasonable attorneys’ fees, which are incurred as a result of any claim, action or suit brought against them arising from the conduct or actions by me, or any of my contractors, employees or licensees, including, but not limited to, claims relating to the hiring or employment of any individuals retained or employed by me to provide services at Mana Kai-Maui and/or claims arising out of the violation or alleged violation of any laws, statutes, rules, regulations and ordinances. I agree to purchase adequate insurance to protect the Association from such claims and cover the obligations imposed by this indemnity.

It is further understood and agreed that, upon approval by the Board, this application is to be deemed a contract binding upon all Owners of the apartment, and all successors and assigns; and upon approval, this application, in its approved form, will be filed in Mana Kai’s records.

START DATE: ___________________________  EXPECTED FINISH DATE: __________________

OWNER: ________________________________  OWNER: ________________________________

DATE: ___________________________________  DATE: ___________________________________

OWNER: ________________________________  OWNER: ________________________________

Approved 11/04
If there is more than one Owner of Record, all such Owners must execute this document; additional signature pages may be attached as necessary.

APPROVED FOR THE AAOO OF MANA KAI-MAUI BOARD OF DIRECTORS:

By ________________________________  Date ________________________________

Approved 11/04
APPLICATION
ATTACHMENT A

RE: MANA KAI-MAUI APARTMENT # ________________ APPLICATION DATED: ________________

NARRATIVE DESCRIPTION OF PROPOSED ALTERATIONS OR ADDITIONS:

(Note: Architects and/or engineer’s drawings and specifications which shall show all physical or structural changes to the apartment or any building structure at Mana Kai-Maui, must accompany this form, in addition to this narrative description. The narrative description must include the manufacturer and model designations of all fixtures proposed to be installed and the specific nature of all electrical, water and plumbing alterations or additions proposed as part of the project.)

(Attach additional pages if necessary)

Approved 11/04
Re: MANA KAI APARTMENT # _______________  APPLICATION DATE: ____________________

The work proposed in my Application for Alterations or Additions will be performed by:

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<th>Contractor</th>
<th>Fax</th>
<th>Address</th>
<th>License No.</th>
<th>Telephone</th>
<th>Cell</th>
<th>Liability Insurance Carrier</th>
<th>Amount</th>
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(Attach additional pages if necessary)

Approved 11/04
APPLICATION

ATTACHMENT C
RULES RELATING TO THE PROJECT

RULES RELATING TO ALTERATIONS OR ADDITIONS

1. An Owner desiring to make any alterations or additions to or within an apartment of Mana Kai-Maui (Mana Kai) must obtain, in advance of any work, written approval of the Board of Directors (Board) for all proposed work.

2. No Owner shall make any addition or alteration in or to his Apartment that may affect the common elements or change the exterior appearance of the building, without the prior written consent of the Board or other owners as required by the governing documents or Chapter 514A, Hawaii Revised Statutes. Uniformity of exterior appearance of the buildings and other facilities at Mana Kai is important to maintaining the value of the properties within the project, and is critical to reducing the cost of maintaining and repairing the common elements of Mana Kai. This will be a significant factor considered by the Board in its consideration of any application for additions or alterations to apartments at Mana Kai.

3. Owners may not paint or otherwise decorate the walls, railings, posts, or ceilings of lanais without the prior written approval of the Board of Directors.

4. Any changes in drapes or installation of window blinds are to be reviewed by the Board to assure the change meets standard colors in Mana Kai. Reflective materials are not permitted on the South facing side of the building. Only previously approved window tinting will be allowed on the “B-Unit” windows.

5. Installations of hard-finished tile or other hard surfaced materials in apartments shall require an approved and effective sound deadening underlayment. Prior approval by the Board of materials and methods of installation shall be required.

6. To initiate the approval process, the Owner must submit to the Resident Manager, the Mana Kai-Maui Application for Alterations or Additions signed by the Owner (or Owners) of Record, describing the proposed work in such detail, including architectural drawings and/or sketches as the Board deems necessary for a clear definition and understanding of the structural and appearance aspects of the proposed work. If the Owner will not at all times be immediately available to discuss matters pertaining to ongoing construction, the Owner must appoint an agent who will at all times during the project be available to do so with authority to act for the Owner, and who has been irrevocably instructed to immediately stop work on demand of the Board. The Owner shall execute a form for such appointment, which will be supplied by the Resident Manager. The Application and other related forms are available in the Resident Manager’s office.

7. Before work may be started, the Owner must designate in writing the contractor or contractors engaged to perform the work and must obtain all appropriate State and County building permits and approvals, along with any necessary stamped architectural or engineering drawings and submit copies to the Resident Manager. The Owner will be responsible for all costs of experts the Mana Kai believes are necessary or appropriate to review submissions or assure compliance and for payment of a refundable clean-up and damage deposit, to be in the amount commensurate with the scope of the work as determined by the Board, in its sole discretion.

8. The Contractor must agree in writing to comply with the Mana Kai-Maui Rules Relating to Contractors. No work will commence or continue in the absence of the agreement to comply and in the event of any violation of the referenced rules, work shall cease immediately upon demand by the Board.

9. It is the Owners responsibility to confer, schedule, and make all necessary arrangements for access to and through Mana Kai premises with the Resident Manager in advance of any Contractor’s entering Mana Kai. The Resident Manager will confirm that an Application to do the work has been received and approved. If the work has not been approved, the Resident Manager will promptly advise the Owner, or any agent appointed by the Owner, and the Contractor that no work will be permitted until the proposed work has been approved. It is understood that work undertaken without prior Board approval is subject to an action for its removal in accordance with the provisions of the Mana Kai-Maui Bylaws.

Approved 11/04
10. Failure of the Board of Directors to act on an application for alteration shall not constitute approval of the application or the proposed work, under any circumstances.

11. The Board of Directors shall have the right to any time monitor and inspect the work being performed by the Contractor. If the work involves alterations or installations not approved, or if the quality of work is deemed by the Board to be substandard, the Board may order the Owner, or Owner’s agent, and the Contractor to cease all work until the matter at issue is resolved, without any liability to the Association, or its employees and agents, and Owner agrees that upon such order, Owner will cause all work to cease immediately.

12. All work not conforming to an approved plan shall be corrected or restored by Owner immediately and at the Owners expense. The Association without liability, may remove additions or alterations made without prior approval and the original condition restored, with the costs thereof being assessed to the Owner of the property.

13. When any addition or alteration completed prior to November 15, 2004 needs replacement, the replacement must comply with current rules.

14. Work must begin within six (6) weeks and be completed within six (6) months from the date of approval, unless the Board has approved other scheduling in writing. It is recommended that work be performed during the low occupancy periods (May through October).

15. The Owner, upon completion of the work, shall immediately report the completion to the Board.

16. Upon completion, assuming the Board has determined all clean-up to be satisfactory, the clean-up deposit will be returned less the cost to repair any damage to Mana Kai property. If the clean-up work is not satisfactorily completed, the Owner will have 48 hours to complete the clean-up work properly. If clean-up is not completed correctly, the Resident Manager will arrange for proper clean-up, applying the original deposit toward the cost of clean-up, with any additional clean-up expenses being assessed to the Owner.

17. All work undertaken by or required of an owner shall be at the Owner’s expense.
ATTACHMENT C
RULES RELATING TO THE PROJECT

RULES RELATING TO THE CONTRACTORS

1. All work to be performed by a Contractor must have received written approval from the Board of Directors. Contractor must contact the Resident Manager prior to starting any work to confirm on behalf of the Owner that the Owner has obtained all necessary approvals, presenting copies of same to the Resident Manager.

2. Contractor must notify the Resident Manager’s Office, at least 14 days in advance, of the date and time of the contractor’s planned arrival at Mana Kai in order to eliminate delays in the verifying that entry is authorized and to coordinate scheduling of work, events and traffic movement within Mana Kai.

3. Contractor must supply the Resident Manager with a list of the names of all workers prior to commencing work.

4. The Board shall require as a condition of approval,
   a. Contractors duly licensed by the State of Hawaii;
   b. Performance and Completion Bond equal to or greater than the total cost of the work.
   c. Proof that the contractor carries Worker’s Compensation insurance and Liability Insurance with a minimum coverage of $1,000,000.

5. All plumbing or electrical work must be performed by licensed contractors. All required permits and approvals from the County or any other governmental agency, along with any stamped architectural or engineering drawings, must be provided to the Resident Manager prior to the commencement of any work.

6. All construction debris shall be removed from the Mana Kai premises daily. Owner is responsible for the removal and the proper disposal of all debris from the work. No debris shall be placed in the Mana Kai trash removal containers or stored on the premises. No paints or liquids or other material shall be dumped into Mana Kai laundry sinks or drains. All hazardous material, including any flammable material must be removed from the apartment and Mana Kai grounds at the end of each work day’s work; any hazardous substances brought onto the property must be stored and used properly so as to avoid risk or injury or any violation of state or federal law, rule or regulation related to hazardous materials.

7. If at any time during the course of the work, the Contractor is ordered to stop work by the Board of Directors, all work will cease immediately and will not resume without specific written authorization from the Board allowing resumption of work.

8. Contractors will observe the following rules during work:
   a. Work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. Any work, which may cause a disturbance to adjacent apartments, must be confined to 9:00 a.m. to 4:30 p.m. Monday through Friday.
   b. Workers must leave Mana Kai premises by 5:30 p.m. Work on weekends or holidays must be approved in advance, in writing, by the Resident Manager and such approval will only be granted when shown to be reasonably necessary.
   c. No construction tools, equipment or materials may be stored within Mana Kai premises, except those stored entirely within the Owner’s apartment.
   d. Water shut off to the apartment must be previously approved and scheduled at least 24 hours ahead by the Resident Manager. Resident Manager shall notify building occupants of shut-off time and duration, and Mana Kai staff will execute the shut-off.
   e. All power equipment must be operated indoors, unless otherwise approved in writing by the Resident Manager and such approval will only be granted when shown to be reasonably necessary.

Approved 11/04
RULES RELATING TO THE CONTRACTORS

f. No cleanup of brushes or other tools or equipment is allowed on Mana Kai premises. Contractor shall not clean brushes, buckets or other equipment or tools, or dump materials or debris on the groundcover, on bushes or in sewer or storm drains. The Owner is responsible for and will hold harmless, defend and indemnify the Association against all claims, including lost income or profits, brought in connection with Owner’s work.

g. No radio or music may be played outside the apartment. Radio, television and any music played inside the apartment must be kept at a level not to be heard outside the apartment or adjacent apartments.

h. The basement kitchen facilities, as well as, pool, and showers, are for Owners, renters and guests only and no contractor or its employees or hires will use them at any time. Construction personnel may use the poolside restroom facilities only. These facilities must be left clean and sanitary. No persons other than those actually engaged in authorized work are permitted on Mana Kai grounds at any time.

i. Drinking alcoholic beverages or use of drugs on the job site or Mana Kai premises is prohibited.

j. The Board of Directors, through its Resident Manager, reserves the right to eject any worker who is determined by the Board to be engaging in activity that violates Mana Kai Rules and Regulations.

I HAVE READ, AND UNDERSTAND THE ABOVE RULES AND AGREE THAT THEY WILL GOVERN ALL WORK ON THE PROJECT, AND THAT I WILL ADHERE TO THE CONDITIONS THEY IMPOSE.

 Owner’s Signature          Contractor’s Signature
 Date_____________License No.____________________

 Owner’s Signature          Contractor’s Signature
 Date_____________License No.____________________

 Owner’s Signature          Contractor’s Signature
 Date_____________License No.____________________

 Owner’s Signature          Contractor’s Signature
 Date_____________License No.____________________

 If there is more than one Owner of Record, all such Owners must execute this document; all contractors must execute this document; additional signature pages may be attached as necessary.

Approved 11/04
RULES FOR CONTRACTORS

1. All work to be performed by a Contractor must have received written approval from the Board of Directors or Authorized Agent. Contractor must contact the Resident Manager prior to starting any work to confirm on behalf of the Owner that the Owner has obtained all necessary approvals.

2. Contractor must notify the Resident Manager’s Office, at least 14 days in advance, of the date and time of the contractor’s planned arrival at Mana Kai-Maui in order to eliminate delays in verifying that entry is authorized and to coordinate scheduling of work, events and traffic movement within Mana Kai-Maui.

3. Contractor must supply the Resident Manager with a list of the names of all workers prior to commencing work.

4. The Board or Authorized Agent may require as a condition of approval, the use of:
   a. Contractors duly licensed by the State of Hawaii;
   b. A performance and Completion Bond equal to or greater than the total cost of the work;
   c. Proof that the contractor carries Worker’s Compensation Insurance and Liability Insurance with a minimum coverage of $1,000,000.

5. While the Board may require that other work be done only by licensed contractors, any alteration or addition that involves plumbing or electrical work must be performed by licensed contractors only. State and County permits and approvals, along with any necessary stamped architectural or engineering drawings, must be provided to the Resident Manager’s Office prior to the commencement of work.

6. All construction debris shall be removed from Mana Kai-Maui premises daily. Any mess left by workers in the elevators or common areas must be cleaned up immediately. Owner is responsible for the removal and the proper disposal of all debris from the work areas. No debris shall be placed in Mana Kai-Maui trash removal containers or stored on the premises. No paints or liquids or other materials shall be dumped into Mana Kai-Maui laundry sinks or drains. All hazardous material, including any flammable material must be removed from the apartment and Mana Kai-Maui grounds at the end of each day’s work.

7. If at any time during the course of the work, the Contractor is ordered to stop work by the Board of Directors or Authorized Agent, all work will cease immediately and will not resume without specific written authorization from the Board or Authorized Agent allowing resumption of work.

8. Contractors will observe the following rules during the work:
   a. Work hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday. 24 hours advance notice must be given to the Resident Manager for any work, which may cause a disturbance to adjacent apartments, must be confined to 9:00 a.m. to 4:30 p.m. Monday through Friday. All workers must leave Mana Kai-Maui premises by 5:30 p.m. Work on weekends or holidays must be approved in advance, in writing, by the Resident Manager and such approval will only be granted when shown to be reasonably necessary.
   b. No construction tools, equipment or materials may be stored within Mana Kai-Maui premises, except those stored entirely within the Owner’s apartment.
   c. Cold water and electrical shut off to the apartment must be previously approved and scheduled with the Resident Manager at least 24 hours in advance. No cold-water shut offs will be allowed on weekends or holidays. (Hot water can be shut off in each unit without notice). Resident Manager shall notify building occupants of shut off time and duration. Mana Kai-Maui staff will execute the shut off. The Owner is responsible for and will hold harmless, defend and indemnify the Association against all claims, including lost income or profits, brought against Mana Kai-Maui or its employees or agents in connection with Owner’s work.

Approved 11/04
RULES FOR CONTRACTORS

d. All materials and tools will be delivered and transported by way of the basement loading ramp. Use of Resort luggage loading dock, resort luggage carts or transport of items through the lobby is prohibited. Contractor will be responsible for any damage caused by vendors or workers that may occur to elevators or common areas while materials are being transported.

e. Installation of pressure toilets, breaches into the structure of the building, such as removal of structural walls, channels or holes in the ceiling, etc. are prohibited.

f. All power equipment must be operated indoors, unless otherwise approved in writing by the Resident Manager and such approval will only be granted when shown to be reasonable and necessary.

g. No cleanup of brushes or other tools or equipment is allowed on Mana Kai-Maui premises. Contractor shall not clean brushes, buckets or other equipment, or tools, or dump materials or debris on the groundcover, on bushes or in sewer or storm drains. The Owner is responsible for and will hold harmless, defend and indemnify the Association against all claims, including lost income or profits, brought in connection with Owner’s work.

h. No radio or music may be played outside the apartment. Radio, television and any music played inside the apartment must be kept at a level not to be heard outside the apartment or in adjacent apartments.

i. The basement employee break room, as well as, pool, and showers are not to be used by contractor, its employees or hires at any time. Construction personnel may use the poolside restroom facilities. These facilities must be left clean and sanitary. No persons other than those actually engaged in authorized work are permitted on Mana Kai-Maui grounds at any time.

j. All vehicles must use the gravel lot for parking only.

k. Drinking of alcoholic beverages or use of drugs on the job site or Mana Kai-Maui premises is prohibited.

l. The Board of Directors or Authorized Agent, through its Resident Manager, reserves the right to eject any worker who is determined by the Board to be engaging in activity that violates Mana Kai-Maui Rules and Regulations.

m. The Board of Directors or Authorized Agent, through its Resident Manager, reserves the right to ban any contractor from working on the property who is determined by the Board to be engaging in activity that violates Mana Kai-Maui Rules and Regulations.

I have read and received a copy of the Mana Kai-Maui Procedures & Guidelines Regarding Alterations or Additions, Rules For Contractors. I agree to abide by these rules.

Signed: _______________________________________ Date: _______________________________________