



MAKINI AT KINAU ALUMINUM LANAI SHADES GUIDELINES

Objective: These guidelines are intended to promote owner comfort, aesthetic uniformity, safety, equitable enforcement and bearing of costs concerning Aluminum Lanai Shades ("ALS").

A. Type of ALS permitted, application to install

1. Only roll-up aluminum shades such as those described in the attached "ABC Shade & Awning" brochure or those similar in design & function in the Board's opinion are permitted for lanai installation.
2. Canvas, plastic & fabric awnings & other systems are expressly prohibited.
3. ALS must be white, beige, or other similar color acceptable to the Board.
4. Prior to installation of any ALS, an owner (not tenant or contractor) must obtain the Board's prior written permission to install the ALS.

B. Installation must comply with the following requirements, among others:

1. The ALS must be installed by a licensed contractor.
2. The ALS shall be installed only in approved lanai locations and pursuant to procedures as set forth or approved by the Board.
3. The mounting assembly for the roll-up must be securely fastened to the lanai overhang. It must also be of the same color as the shades.
4. Any bracing and/or bracketing of an ALS must be as innocuous as possible & secured to prevent damage to the building, unit owners, guests or invitees.
5. The ALS can only be plugged into Board-approved electrical outlets within each unit. These should be outlets designated as approved to draw the electricity to run the ALS.
6. The owner of a unit in which an ALS is installed shall be solely responsible for all installation costs and shall indemnify, hold harmless and defend the Association from any claim or lawsuit arising therefrom.

C. Operation, Maintenance, Repair and Removal of Units

1. All Operational, repair and removal costs shall be borne solely by the owner of the unit in which the ALS is situated. It shall be each owner's responsibility to cause the ALS to be cleaned, repaired and repainted, as the Board or Association may require.
2. Upon removal of an ALS, the owner shall be responsible for disposal of the system to a locale off the premises at owner's cost. In addition, if the ALS is not replaced within 30 days, the owner shall de-register the system with the board and the area from which the ALS was removed shall be stored to its original condition. The stored area shall be subject to inspection by the Board. Owner shall inform the Board immediately after restoration has been completed so that an inspection can be made.
3. Replacement of an old unit 30 days after removal shall require a new application to the board unless the Board has granted an extension to the 30 days.
4. If the ALS becomes unreasonably noisy or if it becomes dysfunctional or a safety concern in the Board's sole discretion, it must be repaired, replaced or removed at the owner's expense within 15 days of receipt of a notice of violation from the property manager.
5. Any loss or damage suffered by the Association or neighboring apartment or its owner due to improper repair or upkeep of an ALS shall be the sole responsibility of the units' owner.

D. Enforcement

1. All units (apartments) shall be subject to inspection from time to time to insure compliance with these guidelines. Unauthorized ALS or other shade systems or improperly installed, operated, or repaired ALS Systems shall subject the owner to compulsory repair or removal of the coverings and/or fines to be determined by the Board.
2. Any costs incurred by the Board in enforcing these guidelines, including but not limited to interest, court costs and attorney's fees, shall be paid promptly by the offending party and shall remain a lien on such owner's unit until paid.
3. Owners are responsible for their guests' and tenants' compliance with these guidelines. Installation applications must be signed by owners; however, tenants or other authorized parties may coordinate or supervise the installation. Owners acknowledge that they shall be ultimately responsible for their tenant's actions or failures to act and will be further responsible for payment of and any fees and fines assessed.