

ATTACHMENT 1

RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

1. Introduction:

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514B-140, Article V, Section 3(m) of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Article V, Section 3(m) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

2. Definitions:

- a. "Reception Antenna" means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location. "Reception Antenna" does NOT include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna is part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the Viewer to select or use video programming is a Reception Antenna provided it meets Federal Communications Commission standards for radio frequency radiation.
- b. "Similar Structures" are any structure, item, device, or equipment that is comparable in size and weight to a Reception Antenna and pose a similar or greater safety risk to a Reception Antenna.
- c. "Transmission Antenna" means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a Reception Antenna. An antenna that is used in conjunction with a Reception Antenna is not a Transmission Antenna if it:
 - (1) Meets all requirements for Reception Antennas and Similar Structures;
 - (2) Is necessary to enable the viewer to select the video programming the viewer will receive on the Reception Antenna;
 - (3) Transmits no signals other than those necessary to allow the viewer to select the video programming the viewer will receive on the Reception Antenna; and
 - (4) Is no larger than necessary to transmit the video programming selections of the viewer.
- d. "Exclusive Use Area" means any portion of the resident's unit or any portion of the limited common element as defined in the Declaration which is appurtenant solely to the resident's unit.
- e. "General Common Element" means any common element not a limited common element appurtenant solely to the resident's unit. Residents do not have the exclusive use or control of any of the general common elements.

3. Location, Size and Number Restrictions:

- a. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
- b. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the resident's Exclusive Use Areas.
- c. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's unit or limited common element or onto the General Common Elements does not comply with this rule.
- d. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - (1) Within the unit;
 - (2) Within an Exclusive Use Area inside the structure, if any;
 - (3) For first floor units, within the fenced courtyard below the top of the fence;
 - (4) For first floor units, within the fenced courtyard above the top of the fence, but within the Exclusive Use Area;
 - (5) For second floor units, within the vertical boundaries of the lanai below the top of the railings/walls of the lanai; or
 - (6) Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai, but within the Exclusive Use Area.
- e. Reception Antennas and Similar Structures shall not be placed in areas where they block fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.
- f. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
- g. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct

broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.

h. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. Prior written approval of the Board must be obtained for masts, supports, and other structures more than 12 feet tall. The Owner shall provide detailed plans and specifications for the installation, including detailed drawings of the structure and methods of anchorage. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.

i. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

4. Installation:

a. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.

b. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:

(1) Commercial General Liability (including Completed Operations): \$1,000,000.00 and

(2) Workers' Compensation: Statutory Limits.

c. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law.

d. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.

e. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

f. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors or ceilings:

(1) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;

(2) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;

- (3) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
- (4) Existing wiring for transmission of video programming signals.
- g. If penetrations of the General Common Element walls, floors or ceilings of the buildings are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the buildings.
- h. If Reception Antennas or Similar Structures are visible from outside the unit, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
- i. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
- j. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
- k. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other units. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these Rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property) for a short period of time shall not be required to comply with the requirements that they be permanently secured.
- l. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
- m. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Reception Antennas previously installed may be removed by the Association at its expense.

5. Maintenance and Repair:

- a. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:
 - (1) Reattachment or removal within 72 hours of dislodgement from its original point of installation.

- (2) Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
 - (3) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
 - (4) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
- b. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for a hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
 - c. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
 - d. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
 - e. The Owner of the unit or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.
 - f. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
 - g. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
 - h. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

6. Process and Procedure.

- a. In the event of a violation of these rules, the Association may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. If the rules have been upheld by the FCC or by court decision, any future violations shall result in a fine of \$10 a day commencing 21 days after the FCC or court determination. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses. In addition, the Association may seek injunctive relief.

- b. Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

ATTACHMENT 2

INSTALLATION OF SOLAR ENERGY DEVICES

1. Definitions, as used in these rules:

"Unit" means the area within the perimeter, party or interior load-bearing walls, floors, ceilings and roofs of the unit - see Paragraph A.1(d) of the Declaration for details.

- a. **Note:** *The definition of "unit" in the Declaration means that installation of solar energy devices on the unit will not be possible and every owner must comply with the procedures outlined below for installing solar energy devices on the common elements and limited common elements.*

"Common elements" and "limited common elements" means: all structural parts of the project, including slabs, columns, and beams; all exterior unit walls; all yards, roofs, walkways, carports, etc. (see Paragraphs A.2. and A.3. of the Declaration for more details).

- a. **Note:** *Since installation of solar energy devices will only be possible on the common elements and limited common elements, owners must comply with the procedures outlined below for installing solar energy devices on those areas.)*

"HEEP" means Hawaii Energy Efficiency Programs operated under contract by the Hawaii Public Utilities Commission, or successor program.

"HEEP Standards" means the most current residential solar system standards and specifications established by HEEP.

"Unit Owner" or "Owner" means the person owning, or the persons owning jointly or in common, a unit and its appurtenant common interest, or the lessee of any recorded lease of a unit, if any.

"Solar energy device" means any identifiable facility, equipment, apparatus, or the like, including a photovoltaic cell application, that makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for generation. Any equipment that cannot be used as a solar device without being incorporated with other equipment will not qualify as a "solar energy device" unless it is installed in place with the other equipment and ready to be made operational. "Solar energy device" does not include skylights or windows.

2. Prohibitions:

- a. No skylights or windows may be installed at the project as solar energy devices.
- b. Only a unit owner may install a solar energy device at the project. No tenant or other resident may install a solar energy device on a unit at the project except with the written permission of the unit owner, and the unit owner must: (i) submit the application form on behalf of the tenant; and (ii) assume all responsibilities imposed by these rules and the law on a unit owner who installs a solar energy device.
- c. No unit owner may trim any vegetation/landscaping on the common elements in connection with the installation of a solar energy device without the prior written permission of the Board.
- d. **A unit owner may only install a solar energy device on the owner's unit if the unit extends from the ground to the roof.**

e. No solar energy device may be placed on a common element or limited common element as defined by the declaration, unless the owner first obtains the written consent of the Board and otherwise meets the requirements of these rules and the law.

f. No water tanks may be installed on the roof; therefore passive solar water heaters are prohibited.

3. Pre-Installation Procedure:

a. General. Any owner proposing to install a solar energy device must:

1. Submit a fully completed copy of the Association's solar energy device installation form (attached) and obtain the consent of the Board prior to beginning the installation.
2. Hire a contractor licensed in the State of Hawaii to install the solar energy device.
3. Obtain a building permit for the installation of the solar energy device.
4. Confirm in writing that the solar energy device will be installed in accordance with HEEP Standards, where applicable, except as otherwise permitted or required by these rules.

b. Common and Limited Common Elements. In addition to the general requirements above, any unit owner proposing to install a solar energy device on any common element or limited common element at the project must:

1. Prior to installation, have the owner's contractor confirm in writing that the area on which the solar energy device is to be installed can support the weight of the device.
2. Prior to installation, contact the Board or the Managing Agent for details about the roof warranty. If a roof warranty for materials or labor exists at the time of the proposed installation of the solar energy device, provide written confirmation from the company which issued the roof warranty that installing the solar energy device will not void the warranty. Contact the Board or the Managing Agent for details about the roof warranty. A copy of this confirmation must be provided to the Board.
3. Within fourteen days of obtaining written approval of the installation of the solar energy device by the Board, provide the Board with a certificate of insurance from a company admitted to do business in Hawaii, naming the Association as an additional insured on the unit owner's insurance policy.

4. Installation Requirements:

a. Except as permitted in the last paragraph of this subsection, an owner installing a solar energy device at the project must:

1. To the maximum extent possible, consistent with the effective functioning of the solar energy device, the preferred order of installing the solar energy device is: (1) flat on the roof of the owner's carport, (2) flat on the owner's waterside flat roof, (3) flat on the sloped roof immediately above the owner's unit on the waterside, (4) flat on the sloped roof immediately above the owner's unit on the street side. The Building and Grounds committee will make final decisions on location based on the specific circumstances affecting each unit provided the installation does not infringe on the roof of an adjacent owner.

2. Integrate the solar energy device installation into the architecture and design of the unit and make the solar energy device as visually unobtrusive as possible. (For example, no part of the solar energy device installation, including the panels, any piping, or any other exposed part of the installation may be higher than the peak of the roof on which the solar energy device is mounted.)
 3. Ensure that none of the exposed parts of the solar energy device have reflective surfaces and paint all exposed surfaces to match the surface on which the solar energy device is mounted. (Owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)
 4. Ensure that any pipes or other part of the solar energy device that must be installed on the walls of the unit are enclosed with material that is similar in color and texture to the walls.
 5. If a water heater or storage tank will not fit in the existing location of the unit's water heater: (1) install the tank in the location approved by the Board; and (2) enclose the tank or heater so that it is not visible from outside the owner's unit.
- b. If compliance with the requirements of subsections i, ii, iii, iv, or v, above, will: (1) render the owner's solar energy device more than twenty-five per cent less efficient; or (2) increase the cost of installing the device by more than fifteen per cent, the unit owner may ask the Board for an exemption from those requirements. That exemption may include the right to install the solar energy device or part thereof: (1) in a different location; or (2) at a different angle/elevation. In making the request, however, the unit owner shall have the burden of proving that compliance with any of the requirements of subsections i through v will either render the solar energy device more than twenty-five per cent less efficient or increase the cost of installing the device by more than fifteen per cent. Note that an owner will not be permitted to install a solar energy device on the roof above any other owner's unit or limited common elements.
5. Post-Installation Procedure:
 - a. An owner must: (1) register the completed solar energy device installation with the Board within thirty days of its installation; and (2) confirm in writing that the solar energy device has been installed in accordance with HEEP Standards, except as otherwise permitted or required by these rules; and (3) confirm in writing that the solar energy device has been installed in accordance with plans and specifications approved by the Board.
 6. Maintenance, repair, replacement and removal:
 - a. If a solar energy device is placed on a common element or limited common element, the unit owner and each successive owner of the unit on which the device is placed shall be responsible for:
 1. Any costs for damages to: (1) the device; (2) the common elements; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device.
 2. Any repair, maintenance, removal, and replacement of the solar energy device, for as long as the solar energy device remains on the common elements or limited common elements.
 3. Removing the solar energy device if necessary for the repair, maintenance, or replacement of the common elements or limited common elements. Owners of

the solar energy device are responsible for all increase in repair and maintenance costs to the common elements caused by the solar energy device.

b. The Board may also require the removal of a solar energy device that threatens the health or safety of project residents.

c. Upon the transfer of ownership of an apartment, the new owner shall be obligated to comply with the requirements of these rules. The owner and each successive owner shall at all times, maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect.

ATTACHMENT 3

BY-LAWS ARTICLE V, SECTION 9

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

The violation of any of the House Rules, the breach of any of these By-Laws or the breach of any provision of the Declaration shall give the Board of Directors the rights in addition to any other rights set forth in the Declaration or in these By-Laws;

- (a) To enjoin, abate or remedy by appropriate legal proceedings, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be paid by the defaulting unit owner on demand;
 - (b) To impose monetary penalties upon unit owners, tenants and employees of a unit owner, and any other persons using the property for any purpose whatsoever (hereinafter collectively referred to as "owners and other persons") and, at its discretion, to establish a schedule of the penalties to be imposed. In the event that such a schedule is established, the Board of Directors may authorize the Managing Agent or resident manager to impose the aforementioned penalties upon owners and other persons in accordance with such schedule.
- 1) Appeal Procedure. The person penalized (hereinafter referred to as the "offender") may appeal from the penalty imposed by the Board of Directors, the Managing Agent, or the resident manager, as follows:
- i. Notice of Appeal. The offender may appeal such penalty within thirty (30) days after receiving notice thereof, by filing with the Secretary a written notice of his or her appeal and the reasons therefore. The filing of a notice of appeal shall not halt the accrual of any ongoing penalties imposed for the violation which is the subject of the appeal. However, the Board of Directors may waive or rescind all or part of the aforesaid penalties at the time of the hearing of such appeal.
 - ii. Time for Hearing Appeal. All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the notice of appeal has been filed with the Secretary.
 - iii. Procedure. The cause of the penalty shall be reported in writing by the Board of Directors, the Managing Agent, or the resident manager at such a meeting, with a statement of the facts on which the penalty was based, a copy of which shall be furnished to the appellant at least ten (10) days before the meeting, at which time a copy thereof shall also be filed the Secretary. The appellant shall then present his or her defense in writing, to which the Board or its designee may reply orally. The appellant or any one owner or other person on his or her behalf may then respond, and the Board or its designee may again speak in support of the penalty imposed. Thereafter, no further discussion, except among the Board itself, shall be allowed.
 - iv. Disposition of Appeal. The Board of Directors shall vote as to whether the penalty shall be affirmed. If a majority of those present vote in the affirmative, the penalty shall stand and shall be remitted by the offender in full, within seven (7) days of the date of such meeting. If less than a majority of those present vote in the affirmative, then the penalty shall thereby be rescinded.

- (c) To recover any damages, expenses, costs, attorneys' fees, and penalties (except penalties for which an appeal to the Board of Directors is pending or for which the appeal period under Article V, Section 9(b) has not yet expired) assessed against a unit owner by the Association as the result of such unit owner's violation of the Declaration, these By-Laws, or the House Rule.