

ASSOCIATION OF APARTMENT OWNERS OF MAUI HILL  
AMENDED RULES AND REGULATIONS  
(HOUSE RULES)  
Adopted January 30, 2014

The primary purpose of these Rules and Regulations is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These Rules and Regulations may be amended by the Board of Directors of the Association of Apartment Owners, as provided in the By-Laws of said Association.

The full authority of enforcing said rules may be delegated to Managing Agent or Resident or General Manager by the Board of Directors of the Association of Apartment Owners. All occupants, tenants and their guests shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board, the Managing Agent nor the Resident or General Manager shall be responsible for any non-compliance or violation of said rules by the occupants, tenants or their guests. The Managing Agent and/or the Resident or General Manager are collectively referred to herein as "Management".

I. OCCUPANCY

1. *Number of Occupants.* The maximum allowable occupancy for any one bedroom apartment is five (5) persons and for any two bedroom apartment is seven (7) persons and for any three bedroom apartment is nine (9) persons. The laws of the County of Maui may further restrict number of occupants.

2. *Use of Apartment.* The apartments shall be occupied and used only "as residential dwellings", but such apartments may be leased or rented from time to time to transients and may also be used, leased, rented, or undivided interest therein may be conveyed in connection with any time sharing program, provided, however, that no apartment owner may lease less than the entire apartment, provided, further, that no apartment owner shall be allowed to create, implement and maintain a time-sharing program unless said apartment owner submits no less than ten (10) apartments to any such program. The apartments may not be used for any other purpose without the written consent of the Board of Directors.

3. *Absent Owner.* Pursuant to Section 521-43(f), Hawai'i Revised Statutes, "any owner or landlord who resides outside the State or on another Hawaiian island from where the rental unit is located shall designate ... an agent residing on the same island where the unit is located to act in the owner's or landlord's behalf." Such agent must be a licensed real estate agent or must manage property for only one owner. Non-resident owners, owners who will be absent from the state for more than 30 days, and owners who rent their apartments and whose residence is outside of Hawaii or on an island other than Maui or will be absent from the state for more than 30 days, shall designate a local agent residing on Maui, and shall provide the General Manager with the name, mailing address, email address (if any) and telephone number of their local agent.

4. *Animals.* No livestock, poultry, rabbits, dogs, cats or other animals whatsoever, whether household pets or otherwise, shall be allowed or kept in any part of the Property. Notwithstanding any other provision herein to the contrary,

(a) transient vacation rental occupants or other occupants of the condominium apartments who are disabled as defined in the Americans With Disabilities Act may keep service animals as defined by that Act that are permitted by the Act including those which are individually trained to do work or perform tasks for the benefit of the handicapped or disabled person or to provide the major life activities limited by the person's disability provided that such persons may be asked to affirm that the animal is required by the Act because of a disability and describe what work or task the animal has been trained to perform which are directly related to the person's disability. The provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks. "Major life activities" means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working. "Service animals" means dogs or miniature horses.

(b) tenants or owners who are persons who are disabled or handicapped as defined in Chapter 515, Hawai'i Revised Statutes, and who do not have an equal opportunity to use and enjoy apartments or the common elements on account of such handicap or disability, may be permitted to the extent mandated by said Chapter 515, to keep animals as a reasonable accommodation when such accommodation is necessary to afford the person with such equal opportunity; provided that such persons:

(i) provide such information as is necessary to establish that the person is disabled, if the disability is not apparent;

(ii) provide such information as is necessary to establish the need for the use of the animal to afford the person equal use and enjoyment of the housing, including but not limited to a report from the person's treating physician, psychiatrist, psychologist, other mental health professional, or social worker to establish that the animal provides support and alleviates at least one of the symptoms or effects of the person's disability.

Animals permitted by this provision and (a) above must remain in the custody and control of users at all times and shall be allowed to travel throughout the common elements only while on a leash or other restraining device. If such animal causes a nuisance or unreasonable disturbance or poses a threat to the health or safety of any owner, occupant or guest, the owner thereof will be given an opportunity to rectify the problem by measures which fall short of ejection of the animal from the Project. Ejection of such animal shall be required only if less drastic alternatives prove unsuccessful or would be futile. If the Board of Directors determines that such an animal must be ejected, the handicapped owner thereof will be allowed a reasonable period of time to obtain a suitable substitute animal, and the animal in question will be permitted to remain at the project during that time, provided that the problem is controlled to a sufficient degree that the continued presence of the animal during that of time does not constitute an unreasonable imposition upon other occupants.

5. *Recreational Areas.* No loitering or recreational activities are permitted in corridors, the parking areas, or the main lobby.

6. *Water Facilities.* Toilets, sinks, and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be thrown into them. Any damage anywhere resulting from misuse of any toilets, sinks or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment or the occupant creating such damage.

7. *Declaration and By-Laws Prevail.* These House Rules are subordinate to the Declaration and By-Laws of the Association, which should be read in conjunction with these House Rules, and in the event of any inconsistency the Declaration and By-Laws shall prevail.

## II. TEMPORARY OCCUPANCY.

1. *Use by Owner's Lessees, Tenants and Guests.* All persons leasing, renting or living in the apartment including without limitation time share occupants shall abide by the Declaration, By-Laws, and these House Rules at all times, and the apartment owner shall provide all occupants with a copy of these House Rules and be responsible for the occupants' conduct and compliance therewith.

2. *Conduct of Lessees, Tenants and Guests.* An apartment owner shall be responsible for the conduct of his family, lessees, tenants and guests at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements and shall, upon request of the Board of Directors, or Management, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment by his lessees, tenants or guests contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessees, tenants or guests to conform with the interest and meaning of the provisions hereof, he shall, upon request of the Board of Directors or Management, immediately remove such lessees, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom. In accordance with the Condominium Property Act, if a tenant of an owner violates the Declaration, By-Laws, or these House Rules, in addition to exercising any of its powers against the owner, the Association may enforce any other rights against the tenant for the violation which the owner as landlord could lawfully have exercised under the lease, including eviction, if the tenant or owner fails to cure the violation within ten days after the Association notifies the tenant and owner of that violation; provided that no notice shall be required when the breach by the tenant causes or threatens to cause damage to any person.

## III. COMMON AREAS, ENTRANCES AND LANAIS.

1. *Obstructions; Uses.* The sidewalks, passages, , stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.

2. *Lanais - Care and Maintenance.* An apartment owner shall be responsible for the care and maintenance of all lanais which are included in his apartment. Such owner may not, however, paint or otherwise decorate the walls, floor and ceilings of the lanais without the prior approval of the same by the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board of Directors may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be

used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment therefore out of the maintenance fund.

3. *Lanais - Furniture, Plants, etc.* Only appropriate furniture, as determined by the Board of Directors, and small plants shall be used on lanais and any items deemed to be unsightly or inappropriate in the judgment of the Board or Management shall be removed upon the request of the Management. These areas are not to be used for storage purposes of any kind. Appropriate banners commemorating holidays or festivals may be displayed from lanais only on and immediately before the holiday or festival except that if two holidays or festivals, such as but not limited to Christmas and New Years Day, are less than a week apart, banners may remain in place between the two holidays or festivals.

4. *Displaying of Laundry, etc.* No items, including but not limited to, towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall be placed on lanais or passages or in windows so as to be in view from outside the building or from the apartments above.

5. *Placement of Plants.* All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.

6. *Throwing Objects from Building.* Nothing shall be thrown from lanais, windows, entrance balconies, etc. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited.

7. *Entrances.* No shoes, go-aheads, or other footwear or packages of any kind shall be allowed to remain in view at front entrances of apartments.

8. *Trash Disposal.* Garbage, rubbish and other trash and including recyclables shall be disposed of only in receptacles and areas provided therefor.

9. *Barbecuing.* Outdoor cooking shall be permitted only in Association barbecues and shall be subject to regulation by the Board and shall be conducted so as not to be offensive to others. No cooking, fires or open flame shall be permitted on any apartment lanai.

10. *Aesthetics.* No unsightliness, as determined by the Board or Management, within the public view is permitted within the project. For this purpose, "unsightliness" indicates but is not limited to the following: laundry on lines, reels, or grass; litter, trash containers, except as specially provided; inappropriate, broken, scarred, or offensively ugly furniture or plants on lanais; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, etc., stored or stowed in or on walks, etc.; or un-shaded or improperly shaded lights that create objectionable glare.

11. *Household Goods.* No garbage cans, household supplies, excess items, or similar articles shall be placed outside the apartment area or in a place where they can be seen from outside the apartment, except as the Board shall prescribe.

12. *Personal Property.* No items of personal property, of any kind shall be left or allowed to stand in any portion of the project, other than within the confines of the apartment, or any enclosed limited common element adjacent to the apartment. Articles left in the common elements will be considered to be abandoned and will be disposed of in accordance with the Condominium Property Act.

13. *Waterbeds.* No waterbeds shall be permitted in the apartments.

14. *Roller Blades/Roller Skates.* Use of roller blades, skate boards or roller skates (or similar types of items) on sidewalks, in hallways, in the parking areas or driveways is prohibited.

#### IV. RULES FOR THE POOL AND HOT TUB

1. THERE IS NO LIFEGUARD AT THE SWIMMING POOL OR HOT TUB. PERSONS USING THE SWIMMING POOL, HOT TUB, AND SWIMMING POOL AREA DO SO AT THEIR OWN RISK.

2. Showers shall be taken before entering the pool or hot tub.

3. All suntan oil, dirt and other such materials must be removed before entering the pool or hot tub.

4. Residents and guests may use the pool between the hours of 8:00 a.m. and 9:30 p.m.

5. Residents and guests may use the hot tub between the hours of 9:00 a.m. and 9:30 p.m.

6. Persons under the age of 12 must be under the poolside supervision of a responsible adult.

7. Children under the age of five (5) and small children may be susceptible to overheating and are allowed in the hot tub only when accompanied by a parent who is in the hot tub and who is solely responsible for the child's safety.

8. Persons having open sores and wounds are not allowed in the pool or hot tub.

9. Spitting, urinating, defecating and nose blowing in the pool, hot tub or adjacent areas are strictly prohibited.

10. Running, jumping off walls into the pool or hot tub, and horseplay are not permitted in the pool, hot tub or adjacent areas.

11. Splashing of water, other than that accompanying normal swimming, is not permitted.

12. The introduction of sand, rock, or other foreign matter into the pool or hot tub by anyone, which could result in pool or hot tub pump malfunction, will result in immediate

eviction from the pool and hot tub and its adjacent area.

13. There is a limit of two guests per apartment in addition to the current occupants of the apartment. Occupants must accompany and be responsible for the conduct of any guest in the pool or hot tub area.

14. No person under the age of twelve (12) shall be permitted to entertain guests in the pool, hot tub or poolside area unless said guests are under the poolside supervision of a parent or responsible adult.

15. All persons shall comply with the requests of Management in respect to matters of personal conduct in and about the pool, hot tub and adjacent areas.

16. Anyone violating the above rules may be asked by Management to leave the pool, hot tub and adjacent areas.

17. No animals are allowed around the sundeck or the pool area; provided, however, handicapped or disabled persons may use service or assistance animals as reasonably necessary to enjoyment of the project provided such animals are required by the ADA or Chapter 515 Hawaii Revised Statutes.

18. Bathers must dry themselves before leaving the pool or hot tub areas.

19. Incontinent persons are required to wear a swim diaper in the swimming pool. A swim diaper is a diaper that is specifically designed for use in the water. Both child and adult versions are widely available. Typical disposable or cloth diapers are not permitted in the swimming pool even if plastic pants are used. Apartment owners shall reimburse the Association for all costs and expensed incurred in decontaminating the swimming pool in the event of contamination by urine or fecal matter by any tenant, occupant, or guest.

## V. RULES FOR THE TENNIS COURT.

1. Players must wait their turn in person.

2. When two or more persons are waiting to play, the limit of play is: singles 45 minutes, doubles 1 hour.

3. When four or more are waiting, no singles may be started and the court shall give way at the finish of the set.

4. Warm-up periods before a match must not exceed five (5) minutes.

## VI. PARKING AREAS.

1. *Spaces Not Reserved.* All parking spaces are available for use by all occupants of apartments on a "first come, first served" basis. Each apartment shall be allowed to use two (2) parking spaces for occupancy in excess of 30 days. In the event that any vehicle parked on the

premises (i) creates a nuisance as determined by the Board of Directors of the Association or Management, or (ii) remains in any parking space for six (6) months or more without being moved, unless it is a stored vehicle for which the Apartment Owner has paid the required fee, the Board or Management shall have the authority to remove any such vehicle from the premises. In addition, the Management shall have the right to designate the parking space for any vehicle which will not be moved for a period of seven (7) days or longer and the option to require delivery of a set of keys for the vehicle to Management in accordance with Association key policies as set forth in paragraph 6 of Article XI.

2. *Loading Areas.* No cars may be parked or left unattended at the lobby entrance, the loading areas, or in the driveways.

3. *Tenants' Parking.* The apartment owner shall advise Management in writing of the type of vehicle and license number being used by any lessee, guest, or tenant whose use of the apartment will exceed two (2) weeks.

4. *Method of Parking.* Automobiles shall be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.

5. *Guests Parking.* Up to two (2) parking stalls may be used by bona fide guests (not tenants) of an occupant, provided that such use is temporary and not repeated by the same guest(s) on a day to day basis.

6. *Violations.* Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a lessee, tenant or guest of an owner, the owner shall be held responsible for payment of the towing charge.

7. *Washing Cars, etc.* Owners washing, cleaning, or polishing cars on the premises shall do so only in the areas designated for such use by the Board and shall clean the area thoroughly before leaving and at no time use any space other than spaces designated for such purposes. Car washing must be performed in a manner so as to minimize water spillage. The washing of vehicles and disposal of excess water shall be done in such a manner so as not to violate any federal, state or county laws related to hazardous waste.

8. *Repairs, Storage.* Extensive repairs of a motor vehicle, boat, surfboard or other equipment and storage of property shall not be permitted in the parking stalls.

## VII. NOISE AND NUISANCES.

1. No nuisances shall be allowed on the property nor shall any use or practice be allowed which is improper or offensive in the judgment of the Board or Management or in violation of the Declaration, By-Laws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the property by other apartment owners or occupants.

2. Apartment owners and occupants shall not cause or permit any excessive or disturbing noise or objectionable odors to emanate from their apartments.

3. Doors shall be held so as to avoid slamming, including service room and stairwell doors.

4. No workers will be allowed in the building before 8:00 a.m. or after 7:00 p.m., except in an emergency.

5. Radios, TVs, CD and MP3 players, DVD and BluRay players, musical instruments, amplifiers, sound systems, etc., must be played at reduced volume so as to not cause a disturbance after 10:00 p.m. and before 7:00 a.m.

6. When guests are leaving at night, noise must be kept at a minimum.

7. Excessive noise at any time should be reported to the Management who will take appropriate action.

#### VIII. BUILDING MODIFICATIONS.

1. No alterations or modifications of any type shall be permitted to the common elements or an apartment without prior written approval and consent of the Board of Directors or its Architectural Review Committee and such number or percentage of owners as may be required for such alterations or modifications by the Condominium Property Act and the Project Documents.

2. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai.

3. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.

4. No draperies will be permitted which are visible from the exterior of the building and which differ in color from the draperies originally provided or thereafter approved for the apartment.

5. Every apartment owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his apartment, the omission of which would adversely affect any common element or any other apartment, and shall be responsible for all loss and damage caused by his failure to do so.

6. All repairs of internal installations within each apartment such as water, light, gas, power, sewage, telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and



7. No apartment owner or occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows or roof thereof except antennas and related items may be installed in accordance with the then current Antenna Installation Policy adopted by the Board of Directors.

8. Nothing shall be allowed, done, or kept in any apartment or common element which will overload or impair the floors, walls, or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

9. No awnings or other projections shall be attached to the lanais or outside walls of the building or the exterior of any door without the prior consent in writing of the Board.

10. No alteration or addition to an apartment which is visible from the exterior of the apartment or any alteration or addition to the common elements may be made without the prior approval of the Board.

#### IX. EMPLOYEES OF THE ASSOCIATION.

1. The maintenance employees will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24 hour daily basis, and much of their work time must be devoted to maintenance and repair, etc. Accordingly, and in the common interest, every occupant is to do his or her part and to use his influence on all members of his household, lessees and guests to do their part towards abating unsightliness within the project to the fullest practicable extent.

2. Employees of the Association are under the sole direction of Management during the prescribed hours of works and shall not perform work, errands, or tasks for or on behalf of any owner, occupant or guest or be asked to leave the Project for any reason. 3.

Cleaning of individually owned apartments, including all windows, is a responsibility of the respective apartment occupants.

#### X. HAZARDS.

1. The parking areas or other common elements shall not be used for recreational activities of any kind, except for common elements designated for recreational use.

2. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, including but not limited to oil lamps and lanterns, "Coleman" lanterns, etc., or use or permit to be brought into the buildings

any flammable oils or fluids such as gasoline, kerosene, lamp or lantern oil, naphtha or benzene, or any explosives or other articles deemed hazardous to life, limb or property. Any substances deemed to be hazardous material shall be brought onto the property or stored only in accordance with existing Federal and State regulations.

3. No activity shall be engaged in and no substance introduced into or manufactured within the building in violation of the law.

4. No activity shall be engaged in and no substance introduced into or manufactured within the building which might result in the cancellation of insurance or increase in the insurance rate on the building within the project.

5. Speeding (driving in excess of 15 miles per hour) will not be permitted within the project. Appropriate action will be taken by the Board pursuant to the letter of the law.

## XI. GENERAL RULES AND REGULATIONS.

1. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.

2. No solicitation or canvassing will be allowed in the building or on the common areas at any time; provided, however, that the solicitation of proxies or distribution of materials relating to association matters is permitted on the common elements by apartment owners. The Board may restrict such solicitation to a reasonable time, place, and manner.

3. The Managing Agent is not required to give access to apartments or buildings without the written permission of a responsible owner.

4. Owners and occupants shall file their name, address and phone number and signature with the Management upon purchasing and/or taking occupancy of an apartment, and shall furnish the Board and/or the Management with such other reasonable information as shall be requested from time to time.

5. Each apartment owner shall observe and perform these Rules and ensure that his lessees, tenants, licensees and invitees also observe and perform these Rules. Apartment owners will be jointly and severally responsible for their lessees' or guests' observance of all Rules as set forth herein. In the event expenses are incurred due to violations of rules of lessees, guests or licensees, the owner shall be responsible for payment of same, including reasonable attorneys' fees. The Timeshare Association shall be defined as the Owner of the time shared apartments for the purposes of these amended rules and regulations.

6. Pursuant to the Declaration: "The apartment owners shall have the irrevocable right, to be exercised by the Board of Directors, to have access to each apartment and any limited common element from time to time during reasonable hours as may be necessary for the operation of the property or at any time for making emergency repairs therein necessary to prevent damage to the common elements or to another apartment or apartments."

Pursuant to the By-Laws: "The Managing Agent and any other person authorized by the Board or the Managing Agent shall have a right of access to any Owner's apartment for the purposes of making inspections or correcting any condition existing in an apartment and threatening another apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in an apartment or elsewhere in the buildings, provided that requests for entry shall be made in advance and any such entry shall be at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be granted and effective immediately, whether the Owner is present at the time or not."

To facilitate such rights of access, each apartment owner shall furnish Management with keys to locked entrances to the owner's apartment, and shall promptly furnish new keys when and if such locks are supplemented, re-keyed, or changed and shall sign a Release and Indemnification Agreement with regard to any keys kept by the Association. The keeping of keys by the Association and Management shall be subject to the following conditions regardless of whether an apartment owner signs a Release and Indemnification Agreement:

a. The Association, its Board of Directors, individual directors, officers, employees, representatives, agents, attorneys, members and assigns shall not be liable for any disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related, in any manner whatsoever, to the retention of such key, the loss of such key, the use of such key to provide or gain access to the Apartment, or the decision not to provide access to the Apartment.

b. Owners shall indemnify, defend, and hold harmless the Association, its Board of Directors, individual directors, officers, employees, representatives, agents, members, attorneys, and assigns from and against any and all disputes, claims, demands, actions, causes of action, claims for relief, liabilities, costs, expenses, fees, attorneys' fees, injuries, losses, and damages related to, in any manner whatsoever, the retention of such key, the loss of such key, the use of such key to provide or gain access to the Apartment, or the decision not to provide access to the Apartment.

c. Access to the Apartment may be denied for any reason whatsoever.

d. Access to the Apartment may be limited to emergencies (see below) and lock outs.

e. Access to the Apartment may be denied if adequate identification, in the sole discretion of Management, is not provided verifying the identify of the person seeking access to the Apartment; provided, however, that this provision shall not create any obligation on the Association or Management to verify the identity of the person seeking access to the Apartment.

f. Owners may be required to give written authorization to the Board or Management to provide access to the Apartment to third persons.

g. In the event of a situation considered to be an emergency, in the sole discretion of the Board or Management, the key to may be used to provide access to the Apartment to police officers, firefighters, paramedics, contractors, and other persons whose access is deemed necessary and/or appropriate.

h. If the Association needs to perform maintenance within the Apartment to protect the common elements and other apartments (e.g., pest control treatment, inspection of air conditioning system) the key may be used to provide access to the Apartment to perform such maintenance upon reasonable notice as deemed appropriate by the Association.

i. No entrances to an apartment shall be barred by a sliding bolt or other device which renders access by such keys difficult or impossible.

j. If any key or keys are entrusted by an apartment owner or occupant or by his agent, servant, employee, licensee or visitor to an employee of the Association except pursuant to the provisions of this paragraph, whether for such apartment or an automobile or other item of personal property, the delivery of the key shall be at the sole risk of such apartment owner or occupant, and neither the Board nor the Association nor Management shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

k. Each apartment owner and occupant shall assume full responsibility for protecting its space and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.

## XII. VIOLATIONS OF THESE RULES.

### 1. *Reporting Violations and Damages.*

a. All violations of the Rules and damages to the common elements or common areas should be reported promptly to the Board or Management.

b. Damages to common elements or common areas shall be surveyed by the Board or Management at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.

### 2. *The Violation of Any House Rules Adopted by the Association of Apartment Owners Shall Give the Board of Directors or Its Agents Right To:*

ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE. AT THE EXPENSE OF THE DEFAULTING APARTMENT OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE

INTENT AND MEANING OF THE PROVISIONS HEREOF AND THE BOARD OF DIRECTORS OR MANAGEMENT SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; AND/OR TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.

#### XIII. AMENDMENTS.

These Rules may be amended by the Board of Directors upon giving notice to all apartment owners and an opportunity to be heard thereon.

HOUSE RULES  
APPENDIX  
ANTENNAS POLICY  
(Approved 4/29/14)

I. Background

Antennas shall only be installed in conformance with the Over-The-Air Reception Devices rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S. § 1.4000 et seq.), as amended ("FCC Rule") governing installation of certain antennas.

A. The Association's By-Laws provide:

No Apartment Owner or occupant shall erect, place or maintain any television or other antenna on said Property visible from any point outside of the Property except in accordance with policies adopted by the Board or with the prior written approval of the Board.

Other provisions of the governing documents of the project and of Chapter 514B, Hawaii Revised Statutes, also restrict installation of antennas. These restrictions will continue to apply to all installations of antennas except to the extent modified by the FCC Rule.

B. Antenna Installations Affected by the FCC Rule

The only antennas which are covered by the FCC Rule are:

- (1) Dish antennas one meter or less in diameter used to receive direct broadcast satellite service, including direct-to-home satellite services or to receive or transmit fixed wireless signals<sup>1</sup> via satellite; or
- (2) Antennas one meter or less in diameter or diagonal measurement used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, otherwise known as "wireless cable" services or to receive or transmit fixed wireless signals other than via satellite; or
- (3) Antennas used to receive over-the-air television broadcast signals.

The FCC Rule also covers masts supporting an antenna described in paragraphs B(1), (2) or (3) above.

"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. Fixed wireless signals do not include, among other things, AM radio, FM radio

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<sup>1</sup> In the case of an antenna that is used to transmit fixed wireless signals, the provisions of this Policy shall apply only if a label is affixed to the antenna that: (1) provides adequate notice regarding potential radiofrequency safety hazards, e.g., information regarding the safe minimum separation distance required between users and transceiver antennas; and (2) references the applicable FCC-adopted limits for radiofrequency exposure.

amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (e.g., ham radio antennas) will continue to be subject to the existing restrictions in the Association's governing documents and Chapter 514B, Hawai'i Revised Statutes. Furthermore, the FCC Rule only covers antennas installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property." Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule.

## II. Restrictions on Antenna Installations Subject to the FCC Rule

Antennas covered by the FCC Rule may be installed only in accordance with the following restrictions:

A. Any owner who installs an antenna shall provide the Board of Directors with written notice of the installation. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) an adequate depiction of the location of installation and the manner in which the antenna will be installed and cables will be run. The owner shall also provide the Association with a copy of any applicable governmental permit.

B. Except as provided herein with respect to limited common elements, no antenna or mast shall be installed, used, or maintained on or in the common elements of the project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user's exclusive use and control, any other owner's apartment, or the air space of another owner's apartment or the air space of any limited common element that is not within the antenna user's exclusive use and control.

C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the owner's apartment, provided, however, that:

1. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;

2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board of Directors, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.

D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however,

that no antenna shall be installed, used, or maintained in any apartment without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.

E. If acceptable quality signals can be received (or transmitted) by placing antennas and masts inside an existing apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from either the exterior of the apartment or limited common elements appurtenant to the apartment, or the exterior of the project, unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:

1. Antennas and masts shall be placed in the least visually obtrusive location, which would not preclude reception (or transmission) of an acceptable quality signal. As used in this Antenna Installation Policy, "preclude reception (or transmission) of an acceptable quality signal" means that reception (or transmission) would be impossible or would be substantially degraded.

2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received (or transmitted) from this location.

3. Antennas visible from the street, the common elements, or from other apartments shall be placed so as to be camouflaged by existing landscaping, fencing, or other structures if an acceptable quality signal may be received (or transmitted) from such placement.

4. If no existing landscaping or screening exists, the Board of Directors may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas.

5. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmission) of an acceptable quality signal. No bare metal may be exposed.

6. Exterior antenna wires shall be installed so as to be minimally visible.

7. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.



F. Any installer of an antenna, other than the owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts shall be installed by licensed contractors providing proof of insurance with the following minimum limits:

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

b. Workers' Compensation: Statutory Limits

G. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of antennas and masts. Owners shall be responsible for repair or replacement if the exterior surface of the antenna or mast deteriorates.

H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements or apartments of other owners, or void any warranties of the Association or other owners. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:

a. Place (or replace), repair, maintain, and move or remove antennas;

b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;

c. Pay medical expenses incurred by persons injured by antenna maintenance, or use;

d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.

I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) working days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.

J. No more than one antenna of each type of service may be installed by an owner.

K. Antenna installations shall not present any structural or safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Rule.

The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any

mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. No mast may be installed which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation without prior Association approval. Any request for approval of a mast which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation shall include a detailed description of the structure and anchorage of the antenna and mast, as well as an explanation of the necessity for a mast of this size. If the installation will pose a safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The notice of rejection shall specify the safety risks.

Antennas and masts shall not be located in the vicinity of power lines or other electric light or power circuits and in no event shall antennas or masts be placed where they may come into contact with such power lines or circuits. The purpose of this requirement is to prevent injury or damage resulting from contact with electrical power lines or circuits. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.

Antennas are required to withstand winds of 80 mph.

L. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association position is enforceable, a fine of \$100.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines may be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

M. Antennas shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, electrical service equipment, or any other areas in which access is necessary for the safe operation of the condominium project. The purpose of this requirement is to ensure safety of Association residents and personnel.

N. Owners shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any antenna. Owners shall reimburse other owners, residents, and persons for damage to their property caused by the installation, maintenance, or use of the owners' antennas or masts. Owners shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the owners' antennas or masts.

O. Any owner permanently removing any antenna shall, at his/her sole cost and expense, restore the installation location to its original condition.

P. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a reasonable time as determined by the Association, acting through its Board of Directors.

Q. If any term, provision, or part of this Antenna Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Antenna Installation Policy, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of this Antenna Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.

Notwithstanding the foregoing, if the Association installs a central antenna on the property which satisfies the requirements of the FCC Rule, then the restrictions on installations of antennas on the property by owners, as set forth in the governing documents and Chapter 514B, Hawai'i Revised Statutes, shall be in full force and effect and owners will not be allowed to install antennas on the Project.

If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.