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Rules and Regulations
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ii. Introduction

The primary purpose of these Rules and Regulations is to protect all apartment owners, other occupants, tenants and guests from annoyance and nuisance caused by improper use of The Palms at Wailea condominium project (the "Project") and also to protect the reputation and desirability of the Project by providing for the maximum enjoyment, comfort, and security thereof or therein.

The Board of Directors of the Association of Apartment Owners (the "Board") shall be responsible for enforcing these Rules and Regulations but such responsibility may be delegated to the Managing Agent by the Board. All apartment owners and their occupants, tenants, or guests shall be bound by these Rules and Regulations and by standards of reasonable conduct whether covered by these Rules and Regulations or not.

These Rules and Regulations supplement but do not change the obligations of the apartment owners, occupants, their families, tenants, guests, employees and any other persons using the Project on their behalf as set forth in the Declaration of Condominium Property Regime ("Declaration") and By-Laws of the Association of Apartment Owners ("By-Laws") pertaining to the Project. In the event of any inconsistency, the Declaration and By-Laws shall prevail.

I. Occupancy

A. Number of Occupants. Occupancy shall be limited to not more than two (2) persons per bedroom contained in each residential apartment, except that such occupancy may be exceeded by members of the immediate family of the owner, tenant, occupant or guest, provided that in no event shall the number of occupants be more than four (4) per bedroom in each apartment.

B. Use of Apartments. The apartments shall be occupied and used by the respective owners thereof, their tenants and employees, and such owners and their tenants' families, domestic servants and guests, only for permanent or temporary residential purposes or for transient vacation rental purposes, as otherwise permitted by law and by the Declaration.

C. Absent Owner/Appointment of Local Agent. An absent owner of any apartment, at his own expense, shall have an agent, friend or maid conduct periodic inspections of his closed apartment, assuming responsibility for the contents of the apartment. Apartment owners shall be responsible for designating a local agent to represent their interest if their residence is outside the Island of Maui or if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Managing Agent their out-of-town address and telephone number and the address and telephone number of their local agent.

D. Pets. No livestock, poultry, rabbits, dogs, cats, birds or other animals or pets whatsoever shall be allowed or kept in any apartment or any other part of the Project. Notwithstanding any other provision to the contrary herein, visually impaired persons may and/or use guide dogs as defined in Chapter 515, Hawaii Revised Statutes hearing impaired persons may keep and/or use signal dogs as defined in Chapter 515, Hawaii Revised Statutes, and physically impaired persons may keep and/or use service animals as defined in Chapter 515, Hawaii Revised Statutes, in their apartments and may use such dogs/animals as reasonably necessary for the enjoyment of the Project.

II. Temporary Occupancy

A. Use by Owners, Tenants, and Guests. Subject to the terms of the apartment deed, the Declaration and the By-Laws of the Association, an apartment owner may lease or rent his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the Declaration, the By-Laws, and these Rules and Regulations, and the apartment owner shall assume responsibility for the occupants' conduct.

B. Conduct of Tenants, Guests and Other Persons. An apartment owner shall be responsible for the conduct of his tenants and employees, and such apartment owner's and his tenant's family members, domestic servants and guests. An apartment owner shall, upon request of the Board, or Managing Agent, immediately abate and remove, at his or its expense, any structure, thing or condition that may exist with regard to the occupancy or use of his or its apartment by any such person or persons hereof, or, if an apartment owner is unable to control the conduct of any such person or persons to conform with the intent and meaning of the provisions hereof, such apartment owner shall, upon request of the Board or Managing Agent, immediately remove such person or persons from the premises without compensation for lost rentals or profits or any other damage resulting there from.

III. Rules for Common Areas, Entrances, Lanais, and Apartments

A. No Obstruction. The sidewalks, passages, lobbies, stairways, walkways, and corridors must not be obstructed or used for any purpose other than ingress and egress.

B. Use of Common Areas. No recreational activities shall be permitted in walkways, stairways, and corridors, or in the parking areas.

C. Water Facilities. Toilets, sinks, spas, and other water apparatus in the buildings 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, spas, or other water apparatus in an apartment shall be repaired and paid for by the owner of such apartment.

D. 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 and ceilings of such lanais without a Board approved *Change Request Application*.** It is intended that the exterior of all buildings shall present a uniform appearance and, to affect that end, the Board may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. Care shall be taken in scrubbing lanais so as to prevent water from running down the exterior of the building.

E. Lanai Furniture. Only appropriate outdoor furniture shall be used on the lanais, and any unsightly or disturbing items shall be removed upon the request of the Board. The lanai areas are not to be used for storage purposes of any kind. Reasonable holiday decorations may be displayed from a lanai during an appropriate period of time. No other banners or other decorations will be permitted.

F. Lanai Plants and Irrigation. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Potted plants shall not cover more than 10% of the lanai square footage. The plant containers shall not be larger than 20" and the total height of any plant and container shall not exceed 6' tall. Plants and plant containers on the lanai shall be used in an appropriate manner in keeping with the general appearance of the complex. Any unsightly plants or containers may be required to be removed by the Board. **Water irrigation systems are prohibited.**

G. Laundry, Dry Cleaning, and Other Items. Textile items, including towels, bathing apparel and clothing; brooms, mops, cartons, and other similar items shall not be placed on lanais or within passages. No dry cleaning or other items shall be placed on lanais or within passages. No dry cleaning or other items shall be allowed to remain in view at the front entrances of apartments.

III. Rules for Common Areas, Entrances, Lanais, & Apartments -- continued

H. Prohibition of Throwing Objects from Buildings. Nothing shall be thrown or permitted to be thrown from lanais, windows, or other facades of the buildings. Cigarettes and matches, specifically, are a fire hazard. The throwing of firecrackers from the lanais or windows and the explosion of any fireworks anywhere on the grounds of the project or within the buildings are expressly prohibited.

I. Trash Disposal. Garbage, rubbish, and other trash shall be disposed of only in receptacles and areas provided therefore. Trash containing food shall be securely wrapped before being placed in a receptacle; cardboard boxes shall be broken flat. Receptacles shall not be used for construction materials or for rubbish generated off the project.

J. Barbecuing. Outdoor cooking shall be subject to regulation by the Board and shall be conducted so as not to be offensive to any neighbor. Fires other than for outdoor cooking are not permitted. No fires or open flames shall be permitted on any apartment lanai or elsewhere in the Project, other than in a self-contained gas or electric barbecue, while attended and in use for cooking purposes.

K. Aesthetics. No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" indicates but is not limited to the following: laundry on lines or reels; litter or trash containers except as specially provided; inappropriate, broken, scarred, or offensively ugly furniture or plants on lanais of apartments; non-decorative gear, equipment, cans, bottles; ladders, trash, boxes, barrels or similar items stored or stowed in or on walks, lanais, entrances, stairways, corridors or other common areas; or un-shaded or improperly shaded lights that create objectionable glare.

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

M. Personal Property. No items of personal property, including baby carriages, velocipedes, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common areas, other than within the confines of the apartment or any designated storage area. Articles of any kind left in any of the common areas or common elements shall be removed at the owner's risk and expense at the direction of the Board.

N. Water Beds. There shall be no waterbeds of any nature allowed in any apartment without the prior written approval of the Board. All apartment owners and tenants who wish to install a water bed must first furnish to the Board written evidence of adequate liability insurance coverage naming the Association of Apartment Owners as an additional insured and must display physically to the Board or Managing Agent a water proof tank in which the water bed will rest.

III. Rules for Common Areas, Entrances, Lanais, & Apartments – continued

O. Garbage Disposals. Kitchen garbage disposals shall be utilized for disposing of soft food waste only. All other wastes shall be placed in the designated refuse areas.

IV. Rules for the Pool

Residents and guests may use the pool between the hours of 8:00 a.m. and 10:00 p.m. or such other hours as determined by the Board.

A. Anyone entering the pool is required to shower first. Bathers who leave the pool to use the toilet must shower again before re-entering.

B. Persons with infectious or communicable diseases are not permitted in the pool.

C. Persons having open wounds are advised not to use the pool due to possible infection(s).

D. Spitting, spouting of water or blowing your nose is strictly prohibited.

E. Infants and toddlers are required to use swim diapers.

F. In the event of any human discharge, the pool shall be immediately closed for cleaning and shall remain closed until quality standards are met.

G. Pets are not allowed.

H. Children less than 12 years of age must at all times be under the supervision of an adult. One adult may not be supervising more than 4 children at one time.

I. Food, alcoholic beverages, glass or other breakable material, toys, projectiles, inflatable mats, tubes (except for infant use), scuba equipment or similar items are prohibited.

J. Use of radios or stereos is permitted with headphones only.

K. Running, jumping off walls into the pool, loud games such as Marco Polo, excessive noise, excessive splashing, and horseplay are prohibited.

L. Persons using the pool, adjacent areas, or spa must be dressed in proper bathing attire. No topless or nude swimming or sunbathing is permitted.

M. Intoxicated persons are not permitted in the pool area.

N. The clubhouse and pool area are non-smoking areas.

O. Introduction of sand, rocks, or other similar foreign matter into the pool that could result in pool pump malfunction is prohibited.

P. Anyone violating the above rules may be asked by the Managing Agent or other employee or representative of the Board or Association to leave the pool or adjacent area.

V. Rules for the Waterways and Landscaped Areas

A. No food, objects, or materials of any kind shall be thrown or placed in the waterways or landscaped areas of the Project.

B. No persons other than authorized maintenance personnel shall be permitted in the waterways or landscaped areas of the Project (except for lawn areas and designated pathways).

VI. Rules for Parking Areas and Long Term Parking

A. Reserved Stalls. Each apartment has the exclusive right to use an appurtenant uncovered parking stall in the Project. Other residents and guests must not use any such reserved parking stall at any time without prior permission of the owner, resident or guest who has the exclusive right to use such stall.

B. Common Guest Stalls. Additional uncovered parking stalls located in the Project are available for use by all residents and guests of apartments on a first-come, first-served basis; provided that one or more of such parking stalls may be designated for the exclusive use of the Site Manager, Managing Agent, or other employees of the Association of Apartment Owners.

C. Tenants Parking. An apartment owner shall advise the Managing Agent in writing of the type of vehicle and license number being used by his tenant or guest whose use of his apartment will exceed two (2) weeks.

D. Workmen and Deliveries. When workmen are performing work on an apartment or if an owner or other occupant of an apartment orders deliveries of any kind, such owner or other occupant shall advise the workmen or persons making deliveries to use a guest parking stall or, if not practical, to park on the roadway immediately adjacent to the building in which his apartment is located.

E. Method of Parking. Automobiles shall be centered in parking stalls so as to prevent crowding of adjacent stalls and/or blocking of passages. No automobiles shall be left unattended or parked in driveways, roadways, or other areas other than designated parking areas.

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

G. Washing Cars. Washing of cars within the Project will be permitted only in areas designated by the Board. Residents and other occupants of the apartments washing, cleaning, or polishing cars on the premises shall clean the area thoroughly before leaving. 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.

H. Repairs. Extensive repairs of a motor vehicle, boat, surfboard or other equipment and storage of property shall not be permitted in any parking stall, whether or not in a carport, or in any guest parking stall, driveway, roadway or other areas of the common elements of the Project.

VI. Rules for Parking Areas and Long Term Parking -- continued

I. Other Use Prohibited. Trailers, boats, or abandoned vehicles shall not be parked or stored in the parking areas.

J. Responsibility for Damage. Damage to cars and other objects or to the common elements shall be the responsibility of the person causing the damage.

K. Long Term Parking. Vehicles left on the property while the owner is away for more than one month shall abide by the following rules:

1. The vehicle shall be covered with a fitted cover of durable construction and in good shape, and the cover will be tied down securely. No tarps, no faded or ripped-up covers, nor any other esthetically displeasing covers are allowed and acceptability will be left to the judgment of the Site Manager.

2. The vehicle must be operable, registered, inspection and tags must be current, and the vehicle must have insurance.

3. Each vehicle must have a local delegate/agent with keys, and the name and phone number of the delegate/agent must be provided to the Site Manager. This is essential because the Manager will need the owner's delegate/agent to move the vehicle for tree trimming, and other landscaping, or construction projects.

4. If the fitted cover is damaged or blown away, the Manager will inform owner's local delegate/agent to replace the vehicle cover. It is not the responsibility of the Manager to maintain the vehicle cover.

5. The owner will coordinate with the Site Manager by informing him about the long term parking status of their vehicles. The Manager may assign the most appropriate parking space for long term parking, and the owner will follow the Manager's assignment.

6. No long term parking is allowed on parking spots that are planted in grass.

7. There are only two parking spaces per apartment at the Project. This means that if an apartment is being rented or otherwise expected to occupy a parking space, the owner may store only one vehicle on the property on a long term basis. If the apartment is not being rented or otherwise occupying a parking space, the owner may store two vehicles on the premises on a long term basis.

VII. Noise and Nuisances

A. No nuisance shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or in violation of the By-Laws or these Rules and Regulations or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other apartment owners or occupants.

B. Residents and other occupants of the apartments and their employees shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their apartments.

C. Residents and other occupants of the apartments shall hold their front door so as to avoid it slamming due to the wind.

D. No workmen will be allowed in any buildings before 8:00 a.m. or after 7:00 p.m., except in an emergency.

E. Radios, TV's, Stereos, etc., in the apartments must be played at a reduced volume after 10:00 p.m. and before 8:00 a.m.

F. When guests of any apartment are leaving at night or before 8:00 a.m., noise must be kept at a minimum.

G. Excessive noise any time should be reported to the Site Manager who will take appropriate action. If the Manager is not available, contact Security. If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the appropriate agency or person should be called directly.

H. The use of profane or abusive language will not be tolerated within the Project. Any person using such language shall leave the common elements of the Project upon the request of the Managing Agent or other employee or representative of the Board or Association.

VIII. Building Modifications

Chapter 514A, Hawaii Revised Statutes, (the Condominium Act) requires approval in writing from the Board of Directors for any work at the Project. Any alteration which would be material or structural as defined by Chapter 514A, Hawaii Revised Statutes, also requires approval of owners representing 75% of the common interest for any change (interior or exterior) to the common elements (e.g., plumbing, electrical, load-bearing walls).

A. Unit Alterations. Any owner considering updating, replacing, and in general making alterations to their unit must contact the Site Manager as most improvements will require the Submission of a *Change Request Application* for approval by the Board or the Board's designee. ***A Change Request Application must be approved prior to the commencement of any alterations.*** A *Change Request Application* can be found at *Addendum C*. The following Sections VIII. C, D, and E list alterations frequently made by owners, for which the Board has established standards and requirements, which must be satisfied in order for an owner's *Change Request Application* to be approved. Failure to do so may result in removal of such modification, replacement to an approved modification, fine, or a combination thereof. **A cash deposit may be required prior to some alterations.**

B. Unit Alterations – General Rules and Prohibitions.

1. Except as permitted by the Declaration, no structural changes of any type shall be permitted either within or without an apartment except as permitted by the declaration or the attached addendum(s).
2. No signs, signals or lettering shall be inscribed or exposed on any part of the buildings or the exterior door of any apartment (other than the apartment number), nor shall anything be projected out of any window or off of any lanai.
3. No projections shall extend through any door or window opening into any walkway or corridor or beyond the exterior face of the buildings.
4. Every apartment owner from time to time and at all times shall perform promptly all repair, maintenance, and alteration work within his apartment, or any limited common elements appurtenant to 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.
5. All repairs of internal installations within each apartment such as water, light, gas (if any), 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 the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such apartment shall be at the apartment owner's expense.

VIII. Building Modifications – continued

B. Unit Alterations – General Rules and Prohibitions – continued

6. No apartment owner or occupant shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment appurtenances on the exterior of the buildings or protruding through the walls, windows, or roof thereof.

7. 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 buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board or the Association with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

8. No awnings or other projections shall be attached to the lanais or outside walls of the buildings or the exterior of any door without the prior consent in writing of the Board consistent with the provisions in the governing documents and in Chapter 514A, Hawaii Revised Statutes.

9. No rugs or other objects shall be dusted or shaken from lanais or windows of the Project or cleaned by beating or sweeping on any hallways, walkways, or other exterior part of the Project.

10. No private radio, television or other outdoor antenna will be erected or installed on or anywhere within the Project; provided, however, antennas and satellite dishes which are covered by the attached Antenna Policy (see Addendum B) will be permitted only as described by that Policy.

11. Except as permitted by the Declaration or By-Laws, no alteration or addition to neither an apartment nor any alteration or addition to the common elements may be made.

12. None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Acts when acting upon requests by handicapped persons to make reasonable modifications, at their cost, to apartments and/or the common elements of the Project if the proposed modifications are necessary for their full enjoyment of the Project. The Board will also comply with the provisions of the Fair Housing Act when acting upon requests by handicapped persons for exemptions from any of the provisions of the Project documents which would interfere with said handicapped persons' equal opportunity to use and/or enjoyment of their apartments and/or the common elements of the Project.

VIII. Building Modifications – continued

C. Air Conditioning Policy, Requirements, and Procedures

1. Existing Air Conditioning Condensers

a. Board action on noise levels for existing condensers will be taken if complaints are registered in writing with the Site Manager.

b. The Association of Apartment Owners (AOAO) noise level guidelines pursuant to the Health Department Regulations, Section 11-46-4 of Chapter 11-46, Hawaii Administrative Rules, “Community Noise Control”, state the maximum permissible sound levels at any point at or beyond (past) the property line of the premises are 60 dBA for daytime (7:00 a.m. to 10:00 p.m.) and 50 dBA for nighttime (10:00 p.m. to 7:00 a.m.).

2. Owner Replacement of Existing Air Conditioning with Full Tri-Zone or Dual-Zone Equipment

a. Approval and installation requirements are determined by the Board and are always to include an Agreement signed and notarized by the unit owners and recorded in the Office of the Assistant Registrar of the Land Court.

b. A new air conditioning (AC) condenser:

(1) Shall be installed on the existing concrete pad unless determined otherwise by the Board, except second floor “C” units shall install all condensers upon that “C” unit’s roof per Item 3.a.(1) below.

(2) Shall include an internal insulation blanket around the compressor.

(3) Shall have a maximum condenser capacity of 4 tons, unless determined otherwise and approved in advance by the Board.

(4) Shall have a maximum outdoor operating noise level of 60dBA as measured at a distance of 8 feet from the condenser.

VIII. Building Modifications – continued

C. Air Conditioning Policy, Requirements, and Procedures – continued

2. Owner Replacement of Existing Air Conditioning with Full Tri-Zone or Dual-Zone Equipment -- continued

c. In addition to the general decibel level restriction listed in 2.b.(4) above, the Board will also use the Health Department noise level regulations (see paragraph 1.b above) as part of the determining guidelines for noise mitigation requirements.

d. Noise mitigation requirements include: sound enclosures, relocated condenser pads, or roof mount for “C” units.

(1) The Board shall approve and/or determine installation specifications.

(2) The installation, maintenance and replacement costs of these noise mitigation requirements are the responsibility of the installing owner(s) with records to be kept by the Board.

(a) The Board may perform the sound enclosure installation, maintenance and/or replacement and bill the associated costs to the owner.

(b) If two owners install simultaneously, the responsibility for the construction, maintenance, and replacement costs are to be divided 50/50 by the owners.

(c) If a second owner installs upgraded AC equipment in an existing sound enclosure within 3 years of construction, a pro-rata share of the original installation costs shall be charged to that owner by the Association and reimbursed to the unit owner of record. Those owners shall then share continuing maintenance and replacement costs 50/50.

(d) If a second owner installs upgraded AC equipment in an existing sound enclosure after 3 years of construction, those owners shall share only in the maintenance and replacement costs 50/50.

VIII. Building Modifications – continued

C. Air Conditioning Policy, Requirements, and Procedures – continued

2. Owner Replacement of Existing Air Conditioning with Full Tri-Zone or Dual-Zone Equipment – continued

(e) Ground floor apartment owners, who install AC equipment that impacts only their own apartment, may opt out of installing a sound enclosure at the time of installation at that time; but shall be responsible for 50% of sound enclosure installation, continuing maintenance, and replacements, if and when a sound enclosure is required of the second floor apartment owner pending the second floor AC upgrades.

(3) Ongoing maintenance and replacement responsibilities run with the apartment by way of the recorded agreement.

(4) The Board may install landscaping for sound, visual, and repair considerations.

3. Alternate Upgrade Requirements

a. Roof mounted condensers are allowed providing the following conditions are met:

(1) The roof mounted location is the required location for second floor “C” designated floor plans only.

(2) An indemnification agreement shall be executed by the owner to include payment for any damages sustained to the roof resulting from installation or maintenance access.

(3) Installation and construction plans are developed and supplied by the Board.

(4) The apartment owner shall pay the Association a \$1,000 fee to install the initial roof mounted AC system to defray the original architectural study and design.

(5) Preventative maintenance service is required twice a year.

(6) Installation specifications are subject to new roof warranty criteria.

VIII. Building Modifications – continued

C. Air Conditioning Policy, Requirements, and Procedures – continued

4. Scope of Review/Liability. Owners shall be responsible to insure that any installation is done in accordance with applicable codes, ordinances and laws. In no event is the Association responsible to ensure such compliance and Board approval is not intended to supplant such requirements. Owners shall be responsible for any damage to the common elements or other apartments caused by the installation. The approval by the Board of any air conditioning equipment is not a guarantee against possible third party complaints registered against said equipment.

D. Exterior Changes

1. Entry Flooring

a. Upon approval of a *Change Request Application* an owner may install entry deck tile. A full size tile sample with the tile manufacturer and color number identification must be submitted with the *Change Request Application* for approval by the Board.

b. All dual entry landings must be tiled with the same floor tile and both owners must submit a signed *Change Request Application*. A full size tile sample with the tile manufacturer and color number identification must be submitted with the *Change Request Application* for approval by the Board.

c. Only tiles appropriate for use as exterior flooring shall be installed. Tiles shall have a textured finish for non-slip performance consistent with Tile Institute of American COF Value 0.5 – 3.5 or greater.

d. Raw tile size shall be no less than 12" square.

e. Tile color shall match existing building color scheme in the cream, beige, tan spectrum of neutral colors.

f. Grout color shall match tile as closely as possible. No contrasting grout shall be allowed.

g. Tiles shall be bedded with thin set mortar.

h. Tile shall be installed so as to maintain or improve existing slopes away from the door entrance.

VIII. Building Modifications – continued

D. Exterior Changes -- continued

1. Entry Flooring -- continued

i. Perform work so as to avoid disturbances or damage to adjacent surfaces and landscape.

j. Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces of the front entry, it will be the responsibility of the owner at the owner's sole cost and expense to remove any finished surface including tiles. Owner will be responsible for damages, maintenance, and reinstallation after repairs.

2. Entry Screen Door. Upon approval of a *Change Request Application* an owner may install an entry screen door. The approved door is a white "Amplimesh" security door made with aluminum construction and pre-hung. Please see Addendum A for manufacturers.

3. Entry Front Door and Lock Set

a. Replace Front Door. Upon approval of a *Change Request Application* an owner may install a new front door. Please see Addendum A for manufacturers and contractors.

b. Replace Front Door Lock Set. Upon approval of a *Change Request Application* an owner may install a front door lock set. Please see Addendum A for manufacturers and contractors.

4. Window Films for Sun Control and Privacy

a. Sun Control. Upon approval of a *Change Request Application* an owner may install window film materials using the following guidelines; the film is to be non-reflective, have a durable scratch resistant coating, and the adhesive is to be waterproof and distortion free. The film is to be applied only to the interior side of the window. Please see Addendum A for approved products.

b. Privacy. Upon approval of a *Change Request Application* an owner may install window film materials on bathroom windows only. The film is to be non-reflective, have a durable scratch resistant coating, and the adhesive is to be waterproof and distortion free. The film is to be applied only to the interior side of the window. The color should be white, beige, or neutral without overt design. Please see Addendum A for approved products.

VIII. Building Modifications – continued

D. Exterior Changes – continued

5. Kitchen Window Replacement. Upon approval of a *Change Request Application* an owner may replace the original kitchen pass-through wood window with other than the same window. Stucco, trim, and walls are to be repaired and painted to match existing colors. Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces, it will be the responsibility of the owner at the owner's sole cost and expense to remove such windows. Please see Addendum A for approved materials and products. Owner shall maintain replacement window in good condition.

6. Lanai Roll-Up Shades. Upon approval of a *Change Request Application* an owner may install vertical roll-up shades/screens at the perimeter of the lanai for sun protection. Approved mounting is on the underside of lanai ceiling for screen to cover lanai archway openings. Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces, it will be the responsibility of the owner at the owner's sole cost and expense to remove such shades. Please see Addendum A for approved materials and products.

7. Lanai Flooring.

a. Upon approval of a *Change Request Application* an owner may install lanai deck tile. A full size tile sample with the tile manufacturer and color number identification must be submitted with the *Change Request Application* for approval by the Board.

(1) Only tiles appropriate for use as exterior flooring shall be installed. Tiles shall have a textured finish for non-slip performance consistent with Tile Institute of American COF Value 0.5 - .35 or greater.

(2) Raw tile size shall be no less than 12" square.

(3) Tile color shall match existing building color scheme in the cream, beige, tan spectrum of neutral colors.

(4) Grout color shall match tile as closely as possible. No contrasting grout shall be allowed.

(5) Tiles shall be bedded with thin set mortar.

(6) Tile shall be installed so as to maintain or improve existing slopes away from the door entrance and into floor or wall drains.

VIII. Building Modifications – continued

D. Exterior Changes – continued

7. Lanai Flooring – continued

(7) Perform work so as to avoid disturbances or damage to adjacent surfaces and landscape.

(8) Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces of the lanai, it will be the responsibility of the owner at the owner's sole cost and expense to remove any finished surface including tiles. Owner will be responsible for damages, maintenance, and reinstallation after repairs have been made.

b. Upon approval of a *Change Request Application* an owner may apply a semi-transparent stain to the lanai surface. The product manufacturer and color number identification must be submitted with the *Change Request Application* for approval by the Board. The color shall match existing building color scheme in the cream, beige, tan spectrum of neutral colors or that of natural concrete.

8. Lanai Slider Door Replacement – For “C” Units Only. Upon approval of a *Change Request Application* a “C” unit owner may replace the lanai slider door with either a design similar to the original door or with a bi-fold design door. Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces of the lanai door, it will be the responsibility of the owner at the owner's sole cost and expense to remove any door. Owner to be responsible for damages, maintenance, and reinstallation after repairs are made. Please see Addendum A for approved bi-fold door.

9. Lanai Lighting and Ceiling Fan

a. Lanai Lighting. Upon approval of a *Change Request Application* an owner may install additional lights on the lanai using the following guidelines:

(1) Owner must submit plans with the *Change Request Application*.

(2) Up to three additional light fixtures can be added in addition to the existing lanai light fixture.

VIII. Building Modifications – continued

D. Exterior Changes – continued

9. Lanai Lighting and Ceiling Fan -- continued

a. Lanai Lighting – continued

(3) The new light fixtures will be of the same type, shape, size, color, and texture as the existing fixtures. A similar light fixture with a gooseneck swivel type structure may be allowed.

(4) Light bulbs/lamps shall not exceed 75 watts per bulb/lamp.

(5) No light shall be directed towards the outside of the lanai. The light bulbs/lamps should not be visible from outside of the lanai.

(6) Wiring may be run through the lanai ceiling or a surface raceway may be utilized. If a surface raceway is utilized, it should be hidden and not visible from outside of the lanai. The raceway should be the same color as the surface to which it is attached.

(7) Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces of the lanai ceiling, it will be the responsibility of the owner at the owner's sole cost and expense to remove any light. Owner shall be responsible for damages, maintenance, and reinstallation after repairs are made.

(8) Please see Addendum A for approved light fixtures.

b. Lanai Ceiling Fan. Upon approval of a *Change Request Application* an owner may install a ceiling fan on the center of the solid portion of the lanai using the following guidelines:

(1) The ceiling fan shall be no larger than 52" with conventional style blades and of a waterproof material (plastic). Owner must submit a picture, desired location, and wiring specifications of the fan with the *Change Request Application*. Please see Addendum A for approved fans.

(2) Wiring may be run through the lanai ceiling or a surface raceway may be utilized. If a surface raceway is utilized, it should be hidden and not visible from outside of the lanai. The raceway should be the same color as the surface to which it is attached.

VIII. Building Modifications – continued

D. Exterior Changes – continued

9. Lanai Lighting and Ceiling Fan – continued

b. Lanai Ceiling Fan -- continued

(3) Fans may not have light fixtures attached or as an integral part of their design and construction.

(4) Notwithstanding the foregoing, in the event that it becomes necessary for the Association to gain access to the unfinished surfaces of the lanai ceiling, it will be the responsibility of the owner at the owner's sole cost and expense to remove any fan. Owner shall be responsible for damages, maintenance, and reinstallation after repairs have been made.

10. Lanai Cabinets. Upon approval of a *Change Request Application* an owner may install lanai cabinets using the following guidelines:

- a. A cabinet may be installed underneath the kitchen pass through counter.
- b. The width of the cabinet shall extend the entire width of the pass through counter.
- c. The depth shall be no more than 24".
- d. The cabinet must be constructed of weather proof materials and be finished with weather proof low maintenance products.
- e. Finishes shall match the paint colors approved for the lanai.
- f. The cabinet may contain a counter depth refrigerator or ice maker provided they are installed in the cabinet. Doors must be white, biscuit, or almond, or have laminate/wood panels which match the cabinet doors.
- g. A hose bib may be installed in the cabinet by a licensed plumber. The cabinet surrounding the hose bib shall be constructed of water proof materials.
- h. If the pass through countertop has been changed from the original installation, the new countertop may extend into the lanai up to 24" and be used as the top of the cabinet.

VIII. Building Modifications – continued

D. Exterior Changes – continued

11. Antenna Policy. Upon approval of a *Change Request Application* an owner may install an antenna using the policy guidelines as outlined in Addendum B.

12. Lanai free standing sun shades or umbrellas are not allowed.

E. Interior Changes

1. Soundproofing hard flooring – upper level units. Upon approval of a *Change Request Application* an owner may install hardwood or tile flooring in a second level unit, provided a pre-approved soundproofing layer is installed completely underneath and coved up the walls of the area to be hard floored. Please see Addendum A for pre-approved products. Should an owner only change those areas (typically kitchen and baths) with tile as it appeared in the original unit design, soundproofing will not be required but is encouraged.

2. Window coverings. Any window coverings an owner installs in their unit shall be white in color to provide conformance throughout the complex and the common area. If an owner desires to install drapes, blinds, or shades they will be lined with the color white should these drapes, blinds, or shades be of another color on the interior.

IX. Employees of the Association

A. Maintenance employees of the Association are not available on a 24-hour daily basis, and much of their work time must be devoted to maintenance, upkeep and repair of the common areas. Accordingly, and in the common interest, every owner, occupant or guest is to do his part and to use his influence on all members of his household to do their part towards abating unsightliness within the Project to the fullest practicable extent.

B. Maintenance employees of the Association are under the sole direction of the Managing Agent; and during the prescribed hours of work they shall in no case be diverted to the private business or employment of any owner, occupant, tenant or guest. Employees are not allowed to privately contract for work or compensation in any form with any owner at any time.

C. No maintenance employee shall be asked by an owner, occupant, tenant or guest to leave the common elements.

D. Cleaning and maintenance of individually-owned apartments, and limited common elements appurtenant thereto, including all private entries, private outdoor courts, lanais, and windows, is a responsibility of the respective apartment owners, occupants, tenants, or guests.

X. Hazards

A. The parking areas or other common elements (other than specifically designated recreation areas) shall not be used for recreational activities of any kind.

B. Unless the Board gives advance written consent in each and every instance, occupants shall not use any illumination other than electric lights, or use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed extra hazardous to life, limb, or property. Such materials must be stored and disposed of in accordance with state and federal regulations.

C. No activity shall be engaged in and no substance introduced into or manufactured within the buildings which might result in violation of the law or any adverse effect on the Association's insurance including, but not limited to, the cancellation of the insurance or increase in the insurance rate on the buildings within the Project.

D. Speeding will not be permitted within the Project. All residents and guests must obey any speed limits and other traffic regulations promulgated by the Board.

E. All residents and guests shall remain outside of any fenced, posted, or otherwise designated construction areas, and any other areas in which construction or other work is being performed.

XI. General Rules and Regulations

A. Furniture placed in common areas shall be for use in those specific areas and must not be moved there from.

B. No solicitation or canvassing for goods or services of religious, political, or social causes shall be permitted at the Project. Solicitation of proxies or distribution of materials relative to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place, and manner.

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

D. Each apartment owner shall observe and perform these Rules and Regulations and ensure that his family, occupants, tenants, guests, employees, and any other persons using the Project on their behalf, also observe and comply with the Declaration, By-Laws, and these Rules and Regulations. Apartment owners will be responsible for the observance of all Rules and Regulations as set forth herein by their family, occupants, tenants, guests, employees, and any other persons using the Project on their behalf. In the event expenses are incurred due to violations of these Rules and Regulations by any such person or persons for whom an apartment owner is responsible, the apartment owner shall pay for such expenses, including reasonable attorney's fees.

E. To facilitate the right of access provided by the Declaration and By-Laws to the Managing Agent or the Board, each apartment owner shall furnish the Board or Managing Agent with keys to locked entrances to his apartment, and shall promptly furnish new keys when and if such locks are supplemented or changed. No entrances to an apartment shall be barred by a sliding bolt or other device, which renders access, by such keys difficult or impossible. If any key or keys are entrusted by an apartment owner, tenant or occupant or by his agent, servant, employee, or guest 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, tenant, occupant, agent, servant, employee, or guest, and neither the Board nor the Association nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting there from or connected therewith. Each apartment owner, tenant, occupant, and guest shall assume full responsibility for protecting his apartment and the contents thereof from theft, robbery, pilferage, vandalism, and other loss.

XI. General Rules and Regulations -- continued

F. If the immediate service of the County of Maui Police Department, the Fire Department, the Paramedics, an ambulance or doctor is required, the desired agency or person should be called directly. Telephone numbers for such services are available from the Managing Agent. Any emergency, particularly such emergencies as flooding, fire, and theft, should be brought to the immediate attention of the Managing Agent.

XII. Violations of these Rules

A. Reporting Violations and Damages

1. All corrective actions regarding violations of the Rules and Regulations and damages to the common elements or common areas will be enforced by the Board and should be reported promptly to the Board or Managing Agent.

2. Damages to common elements or common areas shall be surveyed by the Board or the Managing Agent at the direction of the Board and the costs 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, any apartment owner for damages caused directly or indirectly by his family, occupants, tenants, guests, employees, and any other persons using the Project on their behalf.

B. The violation of any of these Rules and Regulations shall give the Board, the Managing Agent or their agents the right to:

1. 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 (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible), any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; and/or:

2. Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any proceedings, either at law or in equity, the continuance of such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner (whether or not caused by the apartment owner or by any person for whose conduct the apartment owner may be responsible).

XIII. This Item Intentionally Left Blank

XIV. Amendments

These Rules and Regulations may be amended only by a majority of the Board at a duly called meeting of the Board of Directors.

**THE PALMS AT WAILEA
RULES AND REGULATIONS
ADDENDUM "A"
APPROVED PRODUCTS FOR SECTION VIII. BUILDING MODIFICATIONS**

PURPOSE:

The purpose of Addendum "A" is to assist owners, who are considering alterations to their unit, by providing a list of items which have been approved by the Board as being consistent with the goal of maintaining a uniform and esthetically pleasing exterior view of the buildings comprising the Palms project. The outline for section VIII. Building Modifications, is used below to provide owners with requirements and information regarding various unit alterations. For general guidelines please refer to Section VIII.

VIII. Building Modifications

A. Unit Alterations Any owner considering updating, replacing, and in general making alterations to their unit must contact the Site Manager as most improvements will require the Submission of a *Change Request Application* for approval by the Board or the Board's designee. ***A Change Request Application must be approved prior to the commencement of any alterations.*** A *Change Request Application* can be found at *Addendum C*. The following Sections VIII. C, D, and E list alterations frequently made by owners, for which the Board has established standards and requirements, which **must be satisfied** in order for an owner's *Change Request Application* to be approved. Failure to do so may result in removal of such modification, replacement to an approved modification, fine, or a combination thereof. **A cash deposit may be required prior to some alterations.**

B. Unit Alteration General Rules and Prohibitions - as indicated in VIII.B.

C. Air Conditioning Installation Rules and Requirements - as indicated in VIII.C.

D. Exterior Changes

1. Entry Flooring - as indicated in VIII.D.1.

2. Entry Screen Door – White "Amplimesh" security screen door. Aluminum construction and pre-hung. Manufacturers Jerelco, R-Lang, Tru-Frame.

3. Entry Front Door and Lock Set –

a. Approved front doors – Raised "5" panel, solid core, 20 minute rated. Size: 35 ¾ X 79.55 X 1 ¾. Please note this is a "rated assembly" and if changing out the frame, it needs to have a "Warnock Hersey" label, rated 20 minutes.

ADDENDUM A – continued

D. Exterior Changes – continued

3. Entry Front Door and Lock Set – continued

- b. Approved front door lock sets** – “Falcon” brand, (knob) Model # HG 451 and “Falcon” brand, (lever) Model # HG 451

4. Window Films –

- | | |
|---|---------------------|
| a. Sun Control – 3M Scotch tint sun control films: | Vista Window films: |
| NV-25 | Mirage V-38 |
| RE-35NEARL | Luminance V-28 |
| RE-20NEARL | Harmony V-40 |

- b. Master Bath Privacy film** – “Gila” manufacturer with color to be white, beige, or tan in keeping with the exterior colors of the Project. Please note, no mirrored finish is to be used.

5. Kitchen Window Replacement – The following windows are approved:

- a. "Coastal Windows, Inc." vinyl OXXO window, Model #Res4L White
- b. Milgard Classic white vinyl OXXO window
- c. Fleetwood Brand:
 - 1.) Malibu Series white vinyl
 - 2.) Vista Series 7000 white vinyl
- d. Fleetwood Brand:
 - 1.) Glenwood 510-C series, white aluminum
 - 2.) Fleetwood 1000-1 series, white aluminum
- e. CR Laurence, model DW3600A aluminum OXXO window with Kynar "bone white" finish.
- f. Fletcher Standard bi-fold aluminum window, powder coated color of "off-white."

6. Lanai Roll-Up Shades – The following materials are approved for vertical roll-up shade/screens at the lanai perimeters for sun protection.

MecoShade System, Inc. shade unit with *Termoveil* sunscreen material, 79% vinyl, 21% polyester, and a color that matches the building color scheme—cream, beige, and tan spectrum of neutral colors. Texture – *Dense Basket weave*, 5%-10% shade cloth recommended.

ADDENDUM A – continued

D. Exterior Changes – continued

7. **Lanai Flooring** - as indicated in VIII.D.7.
8. **Lanai Slider Door Replacement (for “C” Units Only)** -- “Fletcher” aluminum bi-fold door.
9. **Lanai Lighting and Ceiling Fan** – The following are approved:
 - a. **Lights** – “Halo” surface mount can light, r-30 reflector, 75 watt maximum
 - b. **Fans** -- Size: 52” blade white or cream colored fan, without light kit and manufactured for outdoor installation and use.
10. **Lanai Cabinets** - as indicated in VIII.D.10.
11. **Antenna Policy** – See Addendum B
12. **Lanai Free Standing Sun Shades and Umbrellas are not allowed.**

E. Interior Changes

1. Soundproofing Hard Flooring – Upper Level Units

Use with tile: 170 Sound & Crack Isolation “mat” by Laticrete.
150 Sound Control “membrane” by Laticrete.
150 Sound N’ Crack Isolation “mat” by Laticrete.
“Cork” roll goods.

Use with Hardwood Flooring (floating system): “Quiet Walk” underlayment
(pad with vapor barrier).

2. Window Coverings - as indicated in VIII.E.2.

**THE PALMS AT WAILEA
RULES AND REGULATIONS
ADDENDUM "B"
ANTENNA INSTALLATION POLICY**

I. Background.

This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of the Palms at Wailea in conformance with the recently adopted rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S, §1.4000 et seq.) ["FCC Rule"] governing the installation of direct broadcast satellite antennas, multi-point distribution system ("wireless cable") antennas, and over-the-air broadcast antennas.

A. Existing Restrictive Covenants

The Association's By-Laws provide:

No apartment owner or occupant shall without the written approval of the Board install any wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, or other equipment or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows or roof of the Project.

No apartment owner or occupant shall, without the prior approval of the Board erect, place or maintain any television or other antennas on the Project visible from any point outside of the Project.

Other provisions of the governing documents of the project and of Chapter 514A, 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) Antennas designed to receive direct broadcast satellite service, including direct-to home satellite services, one meter or less in diameter; or
- (2) Antennas designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, otherwise known as "wireless cable" services, one meter or less in diameter or diagonal measurement; or
- (3) Antennas designed to receive over-the-air television broadcast signals.

Thus, for example, any broadcast antennas ham radio antennas) will continue to be subject to the existing restrictions in the governing documents and Chapter 514A, Hawaii 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."

ADDENDUM B – continued

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 Installation Affected by FCC Rule

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

- A. Any owner proposing to install an antenna shall provide the Board of Directors with written notice at least seven (7) days prior to installation. The notice shall include: a) the type of antenna including dimensions and other specifications; b) the name of the television service provider; c) plans showing the location of installation and the manner in which the antenna will be installed and cables will be run into the apartment. The owner, prior to installation, shall also provide the Association with a copy of any applicable governmental permit.
- B. Except as provided herein with respect to limited common elements, antennas shall not 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 of a 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, 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 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.

ADDENDUM B – continued

E. If acceptable quality signals can be received by placing antennas and masts inside an 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 the exterior of the project, the fenced yard area adjoining the apartment (if any) or the apartment itself 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 of an acceptable quality signal.
2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may otherwise be received.
3. Antennas situated on the ground and visible from the street or from other apartments must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received 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 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.

As used in this Antenna Installation Policy, "preclude reception of an acceptable quality signal" means that reception would be impossible or would be substantially degraded.

- F. Any installer of an antenna, other than the apartment owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts must be installed by licensed contractors providing proof of such insurance as may be required by the Board from time to time.
- 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 repairing 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, apartments of other owners, or void any warranties of the Association or other owners.

ADDENDUM B – continued

- I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the project 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) 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 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.

Installation of antennas or masts which present potential safety concerns require an application process. 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. Installation of such masts must be approved by the Board of Directors. Any application for these masts must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. 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. In order to prevent electrical or fire damage, antennas shall be permanently and effectively grounded.

In accordance with Section 1609.0 of the National Building Code promulgated by Building Officials & Code Administrators International, Inc. and in light of the fact that there have been two hurricanes with peak gusts in excess of 100 mph in Hawaii since 1982, antenna installations shall be designed to withstand wind speeds of at least 80 mph.

- L. 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.

**THE PALMS AT WAILEA
RULES AND REGULATIONS
ADDENDUM "C"
CHANGE REQUEST APPLICATION**

Please see the following page for the Change Request Application.

THE PALMS AT WAILEA

CHANGE REQUEST APPLICATION

Date ____/____/____

Unit # _____ Owner _____

Phone: Home _____ Work _____ Fax _____

Cell _____ E-mail _____

_____ 1. INDICATE TYPE OF ALTERATION REQUESTED:

_____ Entry screen door	_____ Lanai shades	_____ Air conditioning
_____ Window tinting	_____ Lanai or entry tile	_____ Kitchen window
_____ Other – Describe: _____		

_____ 2. REVIEW EXTERIOR CHANGE STANDARDS RECEIVED FROM SITE MANAGER.

_____ 3. CONTRACTOR INFORMATION

Name: _____

Company: _____

Phone: _____ License Number: _____

_____ 4. ATTACH PLAN, DIAGRAM OR DESCRIPTION OF THE DESIRED ALTERATION INCLUDING HOW OR WHERE EXISTING GOODS (FURNITURE, APPLIANCES, ETC.) ARE TO BE STORED DURING ALTERATION.

_____ 5. LIST COLOR, MAKE, AND MODEL DESCRIPTIONS AND SAMPLES FOR APPROVAL.

_____ 6. RETURN NOTARIZED INDEMNIFICATION DOCUMENT IF REQUIRED.

_____ 7. OWNER SIGNATURE _____

_____ 8. AOA APPROVAL: BY _____ DATE ____/____/____

COMMENTS: _____

Please submit all of the required information with this form to the Site Manager. Contact info:

Phone: (808) 875-1067

Fax: (808) 875-7330

Email: thepalmsaoao@aol.com