

THE VILLAGES AT WAIPIO

RULES AND REGULATIONS

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**THE ASSOCIATION OF APARTMENT OWNERS OF
THE VILLAGES AT WAIPIO
RULES AND REGULATIONS**

March 19, 2014

The following Rules and Regulations ("Rules") are not exclusive. The Rules do not take precedence over other requirements and obligations contained in the Association's Declaration of Horizontal Property Regime or Bylaws. Furthermore, they are not intended to prevent occupants from using common sense at The Villages at Waipio.

These Rules may be amended at any time by the Board of Directors (the "Board") of the Association of Apartment Owners (the "Association") as provided in the By-Laws of the Association in accordance with the By-Laws.

The Board may delegate the authority and responsibility for enforcing these Rules to a Resident Manager and a Managing Agent. All occupants and owners, as well as family members, tenants, guests, agents and employees and any other persons using the Project on their behalf, shall be bound by the Rules and by standards of reasonable conduct whether covered by the Rules or not. Neither the Board nor the Managing Agent shall be responsible for any noncompliance or violation of these Rules by these parties.

I. OCCUPANCY OF APARTMENTS

1. Absent Owner Owners must designate an agent on the island of Oahu to represent their interest if they will be absent from the island for more than thirty days. Such owners shall file with the Resident Manager and the Managing Agent their out-of-town address and telephone number, and the address and telephone number of their agent. Each such owner shall have said agent conduct periodic inspections of their apartment and assume responsibility for its maintenance and any tenants in their absence.
2. Pets Pet rules are as follows:
 - a. Kinds and Number of Pets - The apartment owners and occupants may keep no more than two (2) household pets, for example dogs and/or cats, in their respective apartments. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the project. Pet weight is restricted to not more than 50lbs. Dogs with aggressive temperament histories and reputations such as, Doberman Pincer, German Shepard, Pit Bull and Rottweiler breeds are not approved. Pets are permitted in the limited common element only while the resident owner is at home.
 - b. Breeding of Animals - Animals shall not be kept, bred, or used for any commercial purpose;
 - c. Transport of Pets — No pet is allowed on any common elements except in transit when carried or on a short leash. No animals are allowed to roam freely on the property;
 - d. Cleanup - Owners of pets shall be responsible for the immediate and proper disposal of all fecal matter of their pets in a closed bag. Throwing loose fecal matter in the trash cans is unsanitary and is a violation of these Rules;

- e. Stray or Feral Animals - Feeding of stray or feral animals on the property is prohibited. If any such animals are fed, they will be considered the property of the resident feeding them and be subject to all the Rules of the property;
 - f. Nuisance - Any pet causing a nuisance or unreasonable disturbance to any occupant of the project shall be permanently removed promptly upon written notice given by the Board or Managing Agent;
 - g. Liability - Pet owners shall indemnify the Association and hold it harmless against any loss or liability of any kind arising from such pet;
 - h. Property Damage - Any damage caused by a pet is the responsibility of the owner of the pet. The cost to repair such damage will be charged back to the unit where the owner of the pet lives;
 - i. Registration of Pets - Residents shall register all pets with the Resident Manager by providing the Resident Manager with information concerning the type of pet and its unit of occupancy;
 - j. Violations - Pet rules will be strictly enforced for the safety and health of all residents;
 - k. The Board will exempt assistance animals from some rules only as required by the federal Fair Housing Act (and its State counterpart, Hawaii Revised Statutes Chapter 515). The law does not require, however, that we tolerate animals that constitute a nuisance or cause a direct threat to the health or safety of other residents of the community. Should the Board determine that an assistance animal is a nuisance or a direct threat to other residents or their property, the animal owner will be given an opportunity to correct the problem. The animal must be removed if its owner is unable to correct the problem.
3. Water Facilities Toilets, sinks and any other water apparatus in the project 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 or placed into them. Owners shall promptly repair any clogs, which they have caused in the drainage lines appurtenant to their apartment. Owners shall be responsible for any damage resulting from misuse of any toilets, sinks or other apparatus in any apartment. Failure to do so may result in the Association initiating the repair and the cost of the repair being charged to the owner of such apartment.
 4. Water Beds All owners and tenants who wish to install a waterbed must have adequate liability insurance coverage, listing the Association as an additional insured. They must also notify the Board in writing of the waterbed installation and give a certificate of the insurance coverage. The owner is responsible for any and all damage caused by said waterbed.
 5. Use by Owners, Occupants Subject to the terms of these Rules, the Apartment Deed, and the Declaration and the By-Laws of the Association, an apartment owner may lease and permit occupancy of his or her apartment by family members, tenants or guests, but the person or persons occupying the apartment shall abide by these Rules, and the owner shall assume responsibility for the conduct of all occupants.

No trade or business of any kind may be conducted in or from any apartment or elsewhere at the project. The terms "business" and "trade" as used in this provision, shall be construed to have their ordinary and generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (a) such activity is engaged in full- or part- time; (b) such activity is intended to or does generate a profit; and (c) a license is required therefor.
 6. Conduct of Co-Occupant Every apartment owner shall upon request of the Board or Managing Agent immediately abate and remove, at his or her expense, any structure, thing, or condition that may exist with regard to occupancy of his or her apartment by his or her permitted occupants that is contrary to the interest and meaning of the provisions hereof; or if the apartment owner is unable to control the conduct of his or her

permitted occupants in conforming with the interest and meaning of the provisions hereof, he or she shall, upon request of the Board or Managing Agent, immediately remove such occupants from the premises, without compensation for lost rentals or any other damage of whatever nature resulting there from.

II. COMMON AREAS, ENTRANCES AND LANAIS

1. **Obstructions** Common areas, including the sidewalks, exterior stairways, landings and other passages, if any, must not be obstructed or used for any purpose other than ingress and egress, or for the appropriate use designated. Nothing is to be left in/on these areas. Common elements not intended for recreational use shall not be used for recreational activities of any kind.
2. **Dusting or Shaking Objects on Common Area** No rugs or other objects shall be dusted, shaken or cleaned on any part of the common elements or limited common elements, or lanais.
3. **Trash Disposal** Garbage, rubbish and other trash shall be disposed of only inside of receptacles and areas provided therefor. Trash containing food shall be securely wrapped and sealed before being placed in a receptacle. Dumping of oil, car batteries, paint or other hazardous materials is prohibited. Residents are responsible for disposing of all hazardous materials in accordance with State and Federal regulations. No bulky or heavy items are allowed in or alongside refuse bins. Bulky items must be taken away by the residents or stored inside apartments until the evening before the scheduled pickup date. An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled.
4. **Aesthetics** No unsightliness within the public view is permitted on the premises, and nothing shall be hung from or placed within windows, lanais, fences, exterior stairways or landings except as specifically set forth below. For this purpose "unsightliness" includes, but is not limited to, the following:
 - a. Furniture - Lawn and outdoor furniture in limited quantities and in good condition is permitted on lanais and/or within fenced areas. Household furniture (furniture not designed to be used outdoors) such as couches, lounge chairs, dining tables, and appliances are not permitted in those areas without prior written Board approval;
 - b. Storage - All items must be stored in approved storage containers only. (Refer to section IV- Building Modification, paragraph 5). All items that cannot be stored in an approved container must be removed. The common and limited common elements may not be used as storage areas;
 - c. Plants - Hanging or Potted plants, no more than three (3) in number, are allowed to be hung outside or displayed in the graveled common element adjacent to the apartment front door. All hanging plants or plants in pots must have water catchment devices. All owners are responsible for any water damage (caused by watering of plants) to their apartments and lanais, to adjacent apartments and lanais, or to the building itself. No plant may be placed on railings;
 - d. Windows - Any and all tinting of windows must be with prior written approval of the Board. Replacement windows must conform to the original design. Variances in design may be allowed with prior approval of the Board and such other owners as may be required by the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes. All window coverings visible from the outside must be of a neutral color (beige or white). No paper or aluminum fit window coverings are allowed. Also, no bed sheets, bedspreads or sheets of fabric are allowed other than actual curtains. Window shades shall be of only two colors and shall be kept in good repair. Any other shades or window coverings require prior written Board approval. This rule does not prohibit displaying appropriate banners commemorating holidays or festivals from lanais and windows on holidays.
 - e. Window Tinting - Window tinting will be allowed only with prior written permission from the Board of Directors. No mirror reflective types can be used on any window. No reflective finishes shall be used on

exterior surfaces (other than glass and the surfaces of hardware fixtures) where such exterior surface is visible from neighboring property. Highly reflective window tinting that creates glare on adjacent properties or streets is not to be construed as a “glass” exception to the reflective finish restriction. Such window tinting treatments are specifically prohibited.

All window tinting installations are subject to review and approval. While homeowners are generally concerned with the levels of light and heat transmission, the Association review focuses on light reflectance. Light reflectivity must be 20% or less. Applications for window tinting should be accompanied by a manufacturer’s specification sheet and a minimum 3”x 5” tint, sample. Metallic finishes are discouraged. All tinting must be professionally installed. Homeowners are required to replace any tinting that discolors or has visible flaking, bubbling, peeling or cracking.

f. External Shades/Umbrellas – External sun shades and umbrellas must be neutral beige or brown in color and be affixed in a safe and secure manner. Shades may be unfurled during high sun hours of the day only.

5. Landscape Policy Owners may plant only in their own limited common element private patios or yard areas. The policy for all planting is as follows:
 - a. Hedges - All hedges are to be planted at least one foot away from the fence and are not to exceed the height of the existing fence without written consent of the Board;
 - b. New Plantings - No new plantings shall be allowed outside of the fence;
 - c. Types of Trees or Shrubs - No trees or shrubs that produce roots which could damage walkways, fences, building structures, underground wiring or piping or any other common or limited common elements are allowed such as, but not limited to, the following: Monkey Pod, Iron Wood, Christmas type trees of any kind, Bamboo, Banyan, Rubber, Coconut, Fan Palm, Money Trees, Fichus, and African Tulip. At no time will any part of any planting be allowed to grow against any portion of the fence or building.
 - d. Maintenance of Plantings - The owners of any approved plantings shall be responsible for keeping all plantings in their yards, including, grass, trees, shrubs and garden plants, neat and orderly. They must trim and maintain the planting and remove any rubbish produced by the planting. Vegetable/*Flower* gardens are only allowed to be a maximum of 25% of the total area of an enclosed yard;
 - e. Removal - The Board reserves the right to have removed any plantings, which it deems to be unsightly, disorderly, or a nuisance and/or danger to any resident of The Villages at Waipio or to a structure or fence and to charge the owner all costs incurred for such removal;
 - f. Height of Trees - Any tree in limited common areas (within fenced yards) which exceeds the first level gutter & roof line, and/or interferes with the view of any resident may be required to be trimmed or removed at the direction of the Board at the owner's expense.
 - g. Height of Hedges and Bushes – Must be kept trimmed at a height not to exceed the top of the white fence enclosing the Limited Common Element. Hedges and Bushes must be kept trimmed to at least one foot from the white fence at all times. A maximum of seven (7) potted plants per patio or yard are permitted.
6. Personal Property No items of personal property, including (but not limited to) baby carriages, scooters, bicycles or surfboards, shall be left or allowed to stand on any of the common areas. Articles of any kind left in any of the common areas will be removed at the owner’s risk and expense pursuant to Chapter 514B, Hawaii Revised Statutes, at the direction of the Board.
7. Signs - An apartment owner may erect, affix or place one sign for no more than three (3) days. The sign must be of a size and design approved by the Board in its sole discretion. Signs for sale or rental of apartments are

permitted subject to approval as to size and design by the Board and as to placement by the Resident Manager. Approved signs must be displayed in the grassy area next to sidewalks.

8. No Interference - Owners and occupants shall not interfere in any manner with the common utilities, facilities and apparatus of the property and are responsible for any damage they cause to them.
9. Recreation Areas and Clubhouse - Any owner, or his or her tenant, may use any recreational facilities so provided, individually or together, with other owners or tenants. However, each owner or tenant shall assume all risk of personal injury or property damage that may result from the use of said recreational area by the owner or tenant or the owner or tenant's family, guests or invitees. A guest of any owner or tenant may use such facilities only when accompanied by such owner or tenant. Association furniture placed in the common areas is for use in those specific areas and must not be moved from appointed sites. All clubhouse rules will be adhered to by all owners, tenants, and guests, which are laid down in the Clubhouse Reservations Rules and Refund Policy.
10. Swimming Pool The following rules and regulations are for the protection and benefit of all, as well as to assure the safe and sanitary operation of the pool and its facilities.

The Association reserves the right to refuse entry or deny pool privileges to anyone in the violation of the following rules, or for any other reason in their judgment, which may constitute a hazard to those individuals or to others. All persons using the pool or pool area do so at their own risk and sole responsibility. The Association does not assume any responsibility for any accident or injury in connection with such use. The apartment owner's tenants, guests or any other person(s) agree to make no claim against the Association, its employees, or the Board, for or on account of any loss or damage of life, limb or property.

POOL RULES

- a. Hours - Pool hours are from 8:00 am to 9:00 pm daily;
- b. Keys - Pool gates are opened with provided magnetic passkeys. Passkeys are not to be given to unaccompanied guests;
- c. Guests – A maximum of 3 non-resident guests (unless attending a clubhouse reserved event) are permitted. Only residents 18 years of age or older are permitted to sponsor guests into the pool area.
- d. NO LIFEGUARD IS ON DUTY AT THE POOL. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and for ensuring that all rules are obeyed. Owners and residents must ensure that family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In particular, a child under the age of 12 must be accompanied by an adult when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer.
- e. Showering - All bathers must shower before entering pool;
- f. Attire - Proper swimming attire must be worn while in the pool. Dressing must be done in the apartments or restroom;
- g. Furniture No poolside furniture is to be removed from the pool area;
- h. Play - No running, pushing, wrestling, ball playing or rough play in or around the pool and restroom areas will be allowed; .

- i. Items in the Pool - No surfboards, boogie boards, inflatable balls, rafts of any kind, pool furniture, etc are permitted in the swimming pool;
 - j. Glass Items - Glass containers are prohibited in the pool area;
 - k. Illness - Persons with inflamed eyes, infections, or wearing bandages are prohibited from pool use;
 - l. Noise - No loud music, voices or parties are allowed in the pool area;
 - m. Diapers- Infants and other persons who may be incontinent must wear clean waterproof swim diapers or other leak-proof protective clothing to be allowed in the pool;
 - n. Posted Rules - Refer to poolside rules as posted;
 - o. Objectionable Activity — No lewd or objectionable activity is allowed in the pool area;
 - p. Violators - Violators of these pool rules may have their access suspended/revoked.
11. Clubhouse Reservation Policy - The following rules and regulations are for the protection and benefit of all, as well as to assure the safe and sanitary operation of the clubhouse and its facilities.

The Association reserves the right to refuse entry or deny clubhouse privileges to anyone in the violation of the following rules, or for any other reason in their judgment, which may constitute a hazard to those individuals or to others. The Association does not assume any responsibility for any accident or injury in connection with such use. The apartment owners, tenants, guests or any other person(s) agree to make no claim against the Association, its employees, or the Board, for or on account of any loss or damage of life, limb or property.

- a. The clubhouse is to be reserved daily between the hours of **9:00 AM to 9:00 PM**. Reservations are limited to one (1) event per calendar month.
- b. The clubhouse may not be entered before the above specified times and must be vacated no later than 9:00PM . Reservations are limited to six (6) hours in length, to include set up and clean up.
- c. All parties and functions shall not exceed forty-five (45) persons, without exception. A charge of \$25.00 will be deducted from the deposit if the attendee restriction is exceeded.
- d. A deposit of \$150.00 (Personal Check or Money Order) must be submitted to Resident Manager no less than 7 days prior to the reservation date or the reservation will be forfeited.
- e. The Clubhouse must be in the same (or better) condition than when received (except for normal wear and tear). Failure to clean the clubhouse (to include mopping of the floor) will result in the forfeiture of the \$150.00 deposit. **ALL CLEAN UP MUST BE COMPLETED THE DAY OF THE PARTY – NO EXCEPTIONS!**
- f. The deposit will be made available for return or voiding and shredding on the first business day following satisfactory inspection by the Resident Manager. All deposits are disposed of by shredding seven (7) days after the event.
- g. It is the desire of the majority of the Home Owners and the Board of Directors that no excessive noise or unruly parties are allowed on the property. If, in the opinion of the Resident Manager or any Board Member, a party becomes too noisy or unruly, the Resident Manager or Board

Member has full authority to immediately cancel that party and clear the Clubhouse, Pool and Playground Areas of all guests with the forfeiture of the \$150.00 deposit. All music must be contained to the interior of the Clubhouse.

- h. It is understood that the Pool and Playground Area will remain open to all residents and that the reservation does not grant any right of exclusive use.
- i. **NO CHAIRS OR TABLES ARE TO BE TAKEN OUTSIDE THE CLUBHOUSE.**
- j. Residents requesting use of the clubhouse must be in good standing with the association (maintenance fees, no outstanding violations, etc.).
- k. The Clubhouse key must be picked up during regular business hours by the person reserving the Clubhouse – no exceptions. Failure to do so can result in the cancellation of the reservation.
- l. All furniture inventory to include the numbers and condition of chairs and tables and cleaning checklist is provided with the issuance of the clubhouse key. A reservation form must be completed and returned to the resident manager with the key between the hours of 7:00M-4:00PM the next normal business day.
- m. It is understood and agreed after cleaning and lock-up is completed, the keys will be returned to the resident manager's office between the hours of 7:00M-4:00PM the next normal business day.

12. Vehicles. Rules governing vehicles are as follows:

- a. Registering of Information - All occupants shall register their name, address, phone number, signature and automobile make, model, license tag number and parking stall number(s) with the Resident Manager within seven (7) days of taking occupancy of the apartment;
- b. Car Washing - Residents may only wash their vehicles in designated car wash areas during posted hours with these restrictions: 1) No loud music, 2) No car repairs, 3) No auto detailing 4) Pick up all trash, 5) One hour time limit per vehicle, 6) Turn off water when not using, 7) Roll up water hose when done. The water is not to be left running at any time. For example, if the vehicle is being scrubbed the water must be turned off so as not to waste it. These rules are subject to seasonal changes. 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;
- c. Hazardous Products - Disposal of oil or other petroleum products or other substances, which could be considered hazardous, or toxic materials under any state or federal law, is prohibited at the Project;
- d. Maintenance of Parking Spaces - Members are responsible for the cleanliness of their respective parking stalls, including the removal of any grease build-up. Failure to maintain stalls in a neat and clean condition may result in fines and/or remedial actions by the Association, the cost of which will be charged back to the owner;
- e. Condition of Vehicles - All vehicles parked in the Project must be in operating condition with current vehicle registration and safety sticker;

- f. Repairing Vehicles - No major repairs to vehicles, including motorcycles, such as (but not limited to) engine repair, bodywork, brake jobs, transmission work or oil changing are permitted in the project;
- g. Noise - No racing of motors is permitted and all vehicles must be equipped with quiet mufflers. No excessive noise from car stereo equipment or loud conduct in or around vehicles is allowed;
- h. Storage in Parking Stalls - No vehicle may be stored in a stall or used as a storage facility. Any vehicle up on blocks, which has flat tires or is full of items, will be considered a stored/storage vehicle. No items such as lumber, furniture, crates or personal items shall be permitted in the parking stalls;
- i. Observance of Signs - Drivers shall observe all traffic signs and posted speed limits at all times;
- j. No Impeding of Access - No vehicles belonging to a resident or to a family member, guest, tenant or employee of a resident, shall be parked in such a manner as to impede or prevent ready access to any parking stall or to any entrance or any exit from the project by another vehicle. Any vehicle parked in this way may be towed;
- k. Parking in Proper Place - 1) Parking spaces are assigned to specific apartments for their exclusive use, 2) Other cars are not allowed to be parked in these spaces unless authorized by the occupant of the unit to which the stall is assigned, 3) Cars not parked entirely within an assigned space defined by the white lines on either side of the stall and the imaginary line extending from each line on the traffic flow end of the stall, are subject to tow at owner's expense, 4) Vehicles belonging to visitors shall be parked only in the spaces marked "Visitor Parking," 5) Vehicles shall be centered in parking stalls so as to prevent crowding of adjacent stalls or blocking of passages or sidewalks, 6) No tandem or side-to-side parking of vehicles in a stall is allowed:
- l. Motorcycles - Motorcycles are not allowed to be parked anywhere outside the parking stall of the resident. In the stall, they must be parked adjacent to the front or the back of any other vehicle in the stall. Parking side-to-side with another larger vehicle in the stall is prohibited; no more than two (2) motorcycles (mopeds are included in this number) are permitted to be parked in designated stalls.
- m. Visitor Parking - 1) Any visiting vehicle parked in a visitor stall between the hours of 12 am and 6 am is required to clearly display a visitor's pass on its rear view mirror or dashboard for a maximum of two (2) nights in a seven (7) day period, beginning with the first night a pass is issued. Visitor passes are issued by the security guard at the clubhouse between the hours of 9:00PM and 5:00AM nightly.
2) No vehicle shall be authorized to park in a visitor stall for more than two days per calendar week unless special permission is received from the Resident Manager, 3) No resident or owner shall park in any visitor stall at any time for any reason. Violating vehicles are subject to tow at vehicle owner's expense;
- n. No Parking Areas - Vehicles parked at designated "No Parking" areas are subject to immediate tow, e.g. red zones, fire hydrants, dumpster.
- o. Oversized and Commercial Vehicles – Vehicles that protrude beyond the imaginary line established by the parking stall dividing lines, including those used for commercial purposes are considered oversized and not permitted to park on the association property.
- p. Towing of Vehicles - 1) The Resident Manager and the security guards are authorized to tow away any vehicle or equipment at the owner's expense in the event these Rules and Regulations are violated, 2) However, calling for the towing of any vehicle parked in any assigned stall will be the responsibility of the homeowner or resident who must be present to sign the tow bill. The owner of the violating vehicle will be responsible for the cost of the tow. 3) The cost for any "false tows" will be at the tower's expense. The association's contracted towing company randomly patrols the property and is authorized to tow improperly parked vehicles at any time.

- q. Entering or Exiting - All residents should be courteous upon driving into or exiting from the property so as not to create a hazardous condition.

III. NOISE, HAZARDS, AND NUISANCE

1. **Nuisances** - No activity, practice, use or behavior shall be allowed on the property which is noxious or offensive in the opinion of the Board, or in violation of the By-Laws or these Rules, or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the premises by other occupants.
2. **Disturbances** - All occupants shall avoid making excessive noise of any kind on the property and shall be considerate of other occupants at all times. Occupants shall not cause or permit any disturbing noises (including those resulting from moving in or out, the doing of laundry or construction, loud music etc.) or objectionable odors to emanate from their respective apartments is a disturbance and nuisance. Excessive noise; Quiet time is from 9:00PM to 7:30AM nightly.
3. **No Hazardous Activities or Materials**. No activity shall be engaged in and no substance introduced into or manufactured within any apartment which might result in the cancellation of insurance or increase in the insurance rates on the premises. Unless the Board gives advance written consent in each and every instance, occupants shall not use or permit to be brought into any building any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles which are hazardous to life, limb or property; provided, however, that any hazardous substances permitted to be brought onto the property must be stored properly so as to avoid risk of injury or any violation of any state or federal law or regulation related to hazardous materials.
4. **Removal of Items**. Any item or items creating a fire hazard within any apartment, limited common elements or common elements shall be removed immediately upon the request of the Resident Manager, the Board or the Managing Agent.
5. **No Fireworks** No fireworks of any sort shall be set off or stored in any part of the property. An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.
6. **Open Flame Cooking**. Cooking over an open flame or charcoal is permitted only on a grill or hibachi specifically designed for such use and is only allowed on lanais and yards. Care should be taken not to have smoke blowing into a neighbor's unit. No cooking over charcoal is permitted on the second floor lanai(s) of any apartment. The use of gas grills on the second floor is permitted, **unless it creates a fire hazard**). The grills and propane tanks are prohibited from being stored inside a residence.

IV. BUILDING REPAIRS AND MODIFICATIONS

1. **Structural Changes** No structural changes of any type shall be permitted either within or without an apartment except in accordance with the Declaration and By-Laws and with the prior written approval of the Board and other owners as may be required by the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes.
2. **Additions and Alterations** No addition or alterations to the original design of the apartment which are visible from the exterior of any building will be permitted, except in accordance with the Declaration and Bylaws and with the prior written approval of the Board of Directors and other owners as may be required by the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes, and in compliance with the attached Antenna Policy.

3. Maintenance and Repairs Every owner shall perform promptly all repair, maintenance and/or alteration work within and without his or her apartment, including the lanais and limited common elements, 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 or her failure to do so. All interior walls, partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings, and all 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 water heaters located outside of any apartment, and all limited common elements adjoining to any apartment shall be maintained and repaired at the apartment owner's expense. Failure to do the above-mentioned might result in the Board authorizing the needed repairs and charging the cost of the repairs to the owner of the unit.
4. Appearance. Buildings shall present a uniform appearance. To effect that end, the Board may require the painting of exterior portions of all or part of any building, and regulate the type and color of paint to be used. The Board is authorized to contract for said painting and to make payment therefore out of the maintenance fund in the case of common elements or limited common elements; provided, however, in the case of limited common elements, the Board may (when appropriate) charge such sums to the owner of the unit to which such limited common element is appurtenant.
5. Storage Cabinets. Residents are authorized to build storage cabinets and place them in designated areas. No cabinet shall be attached to any portion of the building. The cabinets must be constructed as follows: They must be constructed of termite-treated lumber or treated siding only. Particleboard or drywall is **not** permitted. Each cabinet shall be painted the same color as the siding on the main structure or the same color as the trim of the building, whichever is most appropriate. To ensure that only the appropriate colors are used, the paint shall be obtained from the Resident Manager. Hinged doors will enclose all cabinets. Open shelving and drapery material are not permitted. Size and location of the cabinets is as follows:
 - a. "A" and "B" Units (downstairs): Cabinets for downstairs units shall not exceed six feet in height, four feet in width and 2 and 1/2 feet in depth. Cabinets must be placed on the concrete pad of the lanai alongside the wood siding and not against a window or sliding glass door:
 - b. "A" Units (upstairs): Cabinets in second floor "A" units shall not exceed the height of the lanai railing, five feet in width and 2 and 1/2 feet in depth. The bottom of said cabinets shall be elevated at least two inches from the deck;
 - c. "B" Units (upstairs): Same as item "a" above, but shall be elevated at least two inches from the deck;
6. Screen Doors - Residents are authorized to install screen doors upon prior written approval of the Board. All screen doors must be white in color.
7. Air Conditioners (AC's)
 - a. Approval - Application must be submitted through the association's web page, www.villagesatwaipio.com (villagesatwaipio.com) before installation. Owner of unit must seek on his/her behalf, or that of the tenant's, the prior written approval of the Board and of such other owners as may be required by the provisions in the governing documents and Chapter 514B, Hawaii Revised Statutes. Application must state where the AC will be installed and who will do the installation work;
 - b. Voltage - All window or wall AC units shall use 110 volts only. The Board must approve any higher voltage units in writing;
 - c. Materials - AC must be new or in excellent condition. Materials used to trim out and support AC must be of the highest quality;

- d. Condensation - Condensation must be directed away from the building to prevent damage to the structure (unless the AC is the drip-less kind). This must be done with one half (1/2) inch white plastic (PVC) pipe, not with a clear hose. Pipe must follow vertical and horizontal lines of the building and evacuate water one foot from the building;
 - e. Painting of Materials - All materials used to install and support the AC (including the plastic pipe), other than glass or plexi-glass, shall be painted the same color as the trim or siding of the building. The Resident Manager will supply the appropriate paint;
 - f. Window-Mounted Units - All window units must be properly supported. The window surrounding the AC must be a plexi-glass, glass or louver window. Plywood is **not** acceptable;
 - g. Wall-Mounted Units - All wall-mounted air conditioners must be installed by a Board-approved contractor and be installed in no load areas. These units must be properly supported and must be in line with the adjacent top sill of exterior windows. All wall-mounted AC's must have a cover built to hide the unit and the design must be approved by the Board;
 - h. Split-Unit AC Systems - Split-Unit systems may be allowed. Owner must apply to the Board with proper drawings and specifications included;
 - i. Maintenance - Owners must maintain the AC in proper working order. The Board may order any noisy or unsightly AC to be repaired/replaced.
8. Insurance. Nothing shall be allowed, done or kept in any apartment or common element that will 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.

V. GENERAL RULES AND REGULATIONS

1. Employees of the Association
 - a. Maintaining the Property - Maintenance staff will use every effort to police the grounds effectively. Nonetheless, these employees are not available on a 24-hour basis, and much of their work time must be devoted to maintenance and repair, etc.;
 - b. Assignment of Work - Maintenance staff of the Association is under the sole direction of the Resident Manager and the Board. During the prescribed hours of work, they shall in no case be diverted to the private business or employment of any occupant;
 - c. Location of Work - No employee shall be asked by an occupant to leave the common elements;
 - d. Resident's Responsibility - Cleaning of apartments, including all windows and exterior glass, lanais and limited common elements, is the responsibility of the respective apartment owners and occupants;
 - e. Abuse - No verbal or other abuse of Association employees will be tolerated.
2. No Solicitation. No commercial soliciting or canvassing will be allowed in or on the common areas at any time. Solicitation of proxies or distribution of materials relating to Association matters is permitted provided such activity occurs at/in a reasonable time, place and manner.
3. Registration of Occupants. Upon purchasing and/or taking occupancy of an apartment, all owners and tenants shall fill out and file a Registration Card with the Resident Manager with the name, address, phone number and signature with the make, model and license tag numbers of all vehicles to be parked on the property and such other reasonable information as shall be requested. If any of this information ever changes,

they shall furnish the Resident Manager with the updated information. Failure to provide all of the above may result in suspension of privileges to use the pool and recreation center.

4. Compliance. Each apartment owner will at all times be responsible for keeping his or her apartment and all limited common elements in a strictly clean, sanitary and well-maintained condition, and will observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions and provisions of the Declaration, and all By-Laws, Rules and Regulations, agreements, decisions and determinations and amendments to them duly made by the Association during the period that the same are applicable to the premises or use thereof. The owner must require all his/her tenants and guests to do the same.
5. Fair Housing Act. Notwithstanding anything to the contrary contained in the Declaration, the By-Laws, or these House Rules, the Board is authorized to grant disabled residents:
 - a. Permission to make reasonable modifications to their apartments and/or the common elements at their expense (including without limitation the cost of obtaining any bonds), if such modifications are necessary to enable them to use and enjoy their apartments; and
 - b. Reasonable exemptions from the Declaration, the By-Laws and the House Rules when necessary to enable them to use and enjoy their apartments.

Those individuals applying for modifications or exemptions under this section V.5 shall make the request in writing where practicable. The request shall set forth the nature of the request, the specific modification or exemption being sought, the reasons why the modification or exemption is needed to accommodate a disability, the reasons why the request is reasonable, and any other facts relevant or helpful to the Board in making a determination whether to grant the request. It may also be necessary for you to provide a certification from your doctor. The Board may require the owner and the Association to execute a written memorandum of understanding regarding the request. The Board meets periodically. If your request must be considered before the next Board meeting, please include information on your request explaining the need for expedited action.

VI. VIOLATIONS OF THESE RULES, FINES AND APPEALS

1. Reporting Violations and Damages
 - a. Complaints - All violations of the Rules and damages to the limited common or the common areas shall be reported promptly to the Resident Manager, the Board or the Managing Agent. Complaints may be required to be put in writing and must contain the apartment number and signature of the complainant. They must also contain sufficient information and detail to corroborate the complaint. The Resident Manager, the Board or the Managing Agent will enforce all corrective actions regarding the violation or damages.
 - b. Damages - Damages or unapproved modifications to common elements or limited common areas shall be surveyed by the Resident Manager, the Board or the Managing Agent and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the owner responsible, including but not limited to damages caused directly or indirectly by their tenants and guests.
2. The Violation Any Rules Shall Give the Board or its Agents the Right to:
 - a. 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 in violation of these rules, the Bylaws or the Declaration. The Board shall not thereby be guilty of any trespass;

- b. 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 attorney's fees, shall be borne by the defaulting apartment owner;
- c. Levy, collect, and enforce the schedule of violations and fines for any violation of the Association's Declaration, By-Laws, and Rules and Regulations in accordance with Section IX of these House Rules.

3. APPEAL PROCEDURES

- a. Notice of Appeal - Any person issued a violation(s) by the Resident Manger, Board or Managing Agent may appeal the violation(s), fine or penalty specified by filing a "Notice of Appeal" with the Managing Agent within fourteen (14) days after the date on the violation letter. The notice shall set forth the basis of the appeal;
- b. Managing Agent's Report - Within fourteen (14) days after a 'Notice of Appeal' is received, the Managing Agent shall: 1) submit to the Board a written report setting forth the facts supporting the basis for the violation, fine or penalty imposed, and 2) provide the appellant with a copy of said report;
- c. Hearing - The Board shall hold a hearing on the appeal within thirty (30) days after the date on the "Notice of Appeal" The appellant may appear in person or through his attorney or agent to: 1) present evidence supporting his position, 2) cross-examine the person who issued the violation, penalty or fine and/or witnesses against him, 3) argue against the fine or penalty imposed. In lieu of an appearance, an appellant may submit his evidence and arguments in writing;
- d. Disposition - The Board shall, by majority vote, determine whether to affirm, modify, or set aside the violation, fine or penalty imposed, and shall give written notice thereof to the appellant within fourteen (14) days after the hearing. If the fine or penalty is affirmed or modified, the appellant shall pay the fine or penalty within fourteen (14) days after receipt of such notice;
- e. Further Violations - During the pendency of an appeal of any fine or penalty, the Resident Manager, Board or Managing Agent, may issue written citations and levy fines against the appellant for other violations which may occur. And the appellant shall have the same right to appeal said additional violations as set forth herein.

VII. REMEDY NOT EXCLUSIVE

In addition to the imposition of violations, fines and penalties, the Board is empowered to take all such other action as is permitted by the Declaration, Bylaws, and these Rules and Regulations to enforce the provisions of the Association's governing instruments. This includes the retention of legal counsel, initiating legal action or arbitration proceedings, and/or any other form of remedy available to the Association by and through its Board. All remedies shall be cumulative and not exclusive of the other.

NOTHING CONTAINED HEREIN SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM ENJOINING, ABATING, REMOVING OR REMEDYING ANY VIOLATION WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROPERTY, OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY RESIDENT OR VISITOR.

VIII. ATTORNEY'S FEES AND EXPENSES OF ENFORCEMENT

All cost and expenses, including reasonable attorney's fees, incurred by or on behalf of the Association in order to: 1) collect any delinquent assessments against any apartment, 2) foreclose any lien thereon, 3) enforce any provision of the Declaration, By-Laws, Rules and Regulations, and/or the Condominium Property Act, or 4) effectuate compliance with the rules and regulations of the Real Estate Commission of the State of Hawaii against an apartment owner, occupant, tenant or employee of an apartment owner, shall be promptly paid on demand by said owner to the Association.

IX. VIOLATION AND FINING PROCEDURES

1. An initial verbal or written notice will be given where applicable and when possible. A violation that has not been corrected within the next seven (7) days shall be considered a new violation; provided, however, that violations which threaten person or property shall be corrected immediately and may be the basis for fining or legal action without any requirement of prior notice or written request.
2. First Notice: A written notice with a copy given or sent to the offender and unit owner ("owner") or property manager.
3. Second Notice: A written citation with a copy given or sent to the offender and owner, plus the assessment of a \$25.00 fine FOR EACH SPECIFIED VIOLATION OF THE RULES.
4. Third Notice: A written citation with a copy given or sent to the offender and owner, plus the assessment of a \$50.00 fine FOR EACH SPECIFIED VIOLATION OF THE RULES.
5. Fourth Notice: A written citation and a \$100.00 fine for each violation will be assessed against the owner.
6. Legal Action: After the fourth notice, the Board may refer the matter to the association's attorney for further handling, with the attorney's fees and costs incurred to be assessed to owner.
7. Violations are cumulative within a six month period and do not need to be of the same type to be considered for follow up action, i.e., a cluttered yard one week, followed by a noise violation, followed by a parking violation can be considered as a third notice and a fine can be imposed.
8. Special Situation fines:
 - A. Failure to complete or update an occupancy registration form within seven (7) days of move-in - \$25.00 per week.
 - B. Resident parking in guest parking or parking outside of a stall - \$25.00 per incident.
 - C. Bulky trash: An immediate fine of \$250 may be imposed for each occurrence of bulky items that are left outside when no collection is scheduled.

X. ANTENNA INSTALLATION POLICY

This Policy is adopted by the Board of Directors pursuant to Hawaii Revised Statutes Section 514B-140 and Section 5.03 of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted regulations that purport to preempt parts of the governing documents. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission's regulations.

Residents may install a mast, antennas or satellite dishes according to the following rules. These rules are not intended to unreasonably delay the installation, maintenance, or use of such equipment; unreasonably increase the cost of its installation, maintenance, or use; or preclude reception of acceptable-quality signals from such equipment.

1. TYPES OF INSTALLATIONS PERMITTED

As used in these rules, "mast, antenna, or satellite dish" (collectively referred to below as "Covered Antennas") means only equipment authorized or required to be permitted under the rules of the Federal Communications Commission ("FCC") Rules:

- a. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited or subject to a prior approval process.
- b. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter or diagonal measurement. MDS antennas larger than 39.4 inches (1 meter) are prohibited or subject to a prior approval process.
- c. Antennas designed to receive television broadcast signals, regardless of size.
- d. Customer-end antennas that receive and transmit fixed wireless signals that are 39.4 inches (1 meter) or less in diameter or diagonal measurement. MDS antennas larger than 39.4 inches (1 meter) are prohibited or subject to a prior approval process.

Examples of "fixed wireless signals" include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

- e. Transmission-Only Antennas that are necessary for the use of Covered Antennas.
- f. Masts that are required for the installation of Covered Antennas.

All other equipment not covered by the FCC Rules as amended is prohibited or subject to the approval of the Board of Directors. For example, a mast or antenna for personal communications or amateur radio will be subject to the Declaration and By-Laws of The Villages at Waipio.

In addition, residents may not install a Covered Antenna if the service is already available to them. For example, residents may not install two Covered Antennas for the same service. Similarly, Covered Antennas are prohibited if the service is already provided by the Association. In the event that the Association provides video programming signals to the residents, those Covered Antennas previously installed may be removed by the Association at its expense.

2. WHERE INSTALLATIONS ARE PERMITTED

- a. A resident may install a Covered Antenna only on property which is within the exclusive use or control of the resident, where the resident has a direct or indirect ownership interest in the property (such as

apartments and limited common areas). At The Villages at Waipio, this means the apartments, lanais, private patios or yard areas, and concrete pads outside the front doors (see Sections 3.04 and 5 and Exhibit B of the Declaration).

Note: A resident will be fully responsible for any damage caused to the common areas by any installation. A resident who removes a Covered Antenna must promptly restore the installation location and any other affected locations, if any, to their original condition. Residents shall be responsible for all costs relating to restoration of these areas.

- b. Covered Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - (1) Inside the apartment;
 - (2) Within the vertical boundaries of the lanai on the deck of the lanai;
 - (3) Within the yard area below the perimeter fence.

Note that installation in other areas, such as common areas or areas belonging to other residents, is not permitted.

- c. Covered Antennas must not encroach upon any common property, any other resident's individually owned property or exclusive-use area, common property airspace, or the airspace of another resident's individually owned or exclusive-use area.
 - d. Covered Antennas must be located in a place on the resident's apartment or exclusive use area that is shielded from view from other units or homes, from streets, or from outside the community, to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.
 - e. If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.
3. HOW INSTALLATIONS MUST BE MADE

- a. Every owner must give the Association notice at least seven (7) days before installing a mast, antenna, or satellite dish on any property at the project. Notice shall be sent to: AOA The Villages at Waipio, % Hawaiiana Management Company, Ltd., 711 Kapiolani Boulevard, Suite 700, Honolulu, Hawai'i 96813, Attention: Andy Lieurance, Property Manager. (See attached form.)

The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Covered Antenna installation rules and other information to residents, to know if a person other than the resident will be entering the community for Covered Antenna installation, and to determine whether the installation could pose a safety hazard.

Following receipt of the notice, the Association may inform the owner in writing that: either (i) the installation meets the requirements of these rules; or (ii) that the Association reserves the right to seek a determination on whether the installation meets the requirements of these rules. An owner's failure to give notice shall preclude the grandfathering of any installation and shall permit the Association to take action against that owner, or the owner's successor in title, at any time in the future if the installation is deemed to violate these rules.

Covered Antennas may be attached to the building within the resident's apartment, lanai or private patio or yard area. All installations, however, shall be completed so that they do not materially damage any property in the project, void any warranties of the project or other apartments, or in any way impair the integrity of any building or any part of a building in the project. The purpose of this provision is to prevent structural damage to the buildings.

- b. Covered Antennas shall be installed only by a qualified person knowledgeable about the proper installation of Covered Antennas. The purpose of this rule is to promote the proper and safe installation of Covered Antennas. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits: (1) Commercial General Liability (including Completed Operations): \$1,000,000, and (2) Workers' Compensation: Statutory Limits.
- c. Residents are liable for any personal injury or damage occurring to common property or other residents' individually owned property or exclusive-use areas arising from installation, maintenance, or use of a Covered Antenna, and shall pay the costs to:
 - (1) Repair damages to the common property, other residents' individually owned property or exclusive-use areas and any other property damaged by Covered Antenna installation, maintenance, or use;
 - (2) Pay medical expenses incurred by persons injured by Covered Antenna installation, maintenance, or use;
 - (3) Reimburse residents or the Association for damages caused by Covered Antenna installation, maintenance, or use; and
 - (4) Indemnify the Association against claims, injury or loss caused by the Covered Antenna.

4. SCREENING

- a. Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) on which they are installed.
- b. Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.
- c. Any Covered Antenna which is installed in such a way as to be visible from the street or an adjoining property (or any mast or structure to which it is attached) shall be painted to match the color of the trim on the structure to which it is attached.
- d. The Association may require the screening of any Covered Antenna if screening would not unreasonably increase the cost of the installation. In determining whether screening will unreasonably increase the cost of the installation, the Association will consider both the cost of the installation or programming services and the visual impact of the installation. The Association will also compare the cost for screening other items, such as air-conditioners. For example, if a satellite dish is visible from the street, is visually obtrusive, and costs \$1,000 to purchase and install, the Association may require the dish to be screened if the screen will cost less than \$75.00 or the cost of screening an air conditioner, whichever is greater.
- e. All Covered Antennas shall be installed in a location which is not visible from the street or an adjoining property, unless doing so will impair reception of an acceptable signal.
- f. At the request of the Association, an owner who installs a Covered Antenna that is visible from the street or an adjoining property may be required to provide a certification from a qualified person that: (i) the location of the Covered Antenna is the only location from which the owner can receive an acceptable

quality signal; and (ii) that it is impossible to receive an acceptable quality signal if the Covered Antenna is installed in a location which is not visible from the street or the adjoining property.

5. MAINTENANCE AND REPAIRS

- a. Residents shall not permit their Covered Antennas (or any mast or structure to which they are attached) to fall into disrepair or to become a safety hazard. Residents shall be responsible for Covered Antenna maintenance, repair, and replacement, and the correction of any safety hazard within thirty (30) days after notification of the need for repair.
- b. If Covered Antennas detach, residents shall remove them or repair the detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove Covered Antennas at the expense of the resident.
- c. Residents shall be responsible for Covered Antenna maintenance if the exterior surfaces of the Covered Antennas deteriorate.
- d. If the resident does not correct a safety hazard within thirty (30) days after notification (except in an emergency situation), the Association may enter onto the property to repair the Covered Antenna. Any repair expense will be charged to the resident.
- e. If a Covered Antenna is not properly maintained, the resident shall be responsible for any personal injury or property damage to common property or another resident's individually owned property and shall indemnify the Association for any personal injury or property damage.
- f. Covered Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the residents who installed the Covered Antennas are responsible for all such costs.
- g. Should the Owner fail to properly maintain the Covered Antenna, the Association may, after notification to the Owner, fine the Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by the Declaration, the By-Laws, or by statute.
- h. If maintenance requires the temporary removal of Covered Antennas, the Association shall provide residents with ten (10) days' written notice except in emergency conditions, when removal shall take place immediately. Residents shall be responsible for removing or relocating Covered Antennas before maintenance begins and replacing Covered Antennas afterward. If they are not removed in the required time, then the Association may do so, at the resident's expense. The Association is not liable for any damage to Covered Antennas caused by Association removal. The Association is not responsible for reinstalling Covered Antennas. Should the Owner fail to remove the Covered Antenna in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Covered Antenna.
- i. If Covered Antennas pose immediate threats to Association residents and personnel or property, then the Association has the right to remove the Covered Antennas. The Association is not liable for any damage to Covered Antennas caused by this removal.

6. SAFETY

- a. Any mast for a Covered Antenna must be constructed of corrosive-resistant noncombustible materials and properly and adequately guyed to prevent any risk of harm from the structure falling. If necessary for a secure installation, the Covered Antenna shall be secured to the exclusive-use area and have guy wires securing the device to the exclusive-use area. Guy wires, bolts, and similar items may not be attached to the general common elements or other apartments. The purpose of this requirement is to prevent the

falling or other movement of structures. [Note: For purposes of this Section, this requirement (that items be permanently secured) shall not apply to any other relatively small structure, item, device or equipment that is only temporarily on the premises (i.e., a for sale sign placed on the property) for a short period of time.]

An owner who installs a Covered Antenna or structure shall be completely responsible for any damages caused by the structure. The Association may request written certification from an engineer or other qualified person that any mast is properly installed and guyed. Covered Antennas shall be properly maintained and not allowed to become a safety hazard.

- b. No Covered Antenna may be installed in such a way that it obstructs the view of any drivers of vehicles entering or leaving an owner's property, any adjoining properties, or any intersections of a street.
- c. No Covered Antenna shall be installed in such a way as to obstruct access for emergency vehicles or fire lanes to any property.
- d. Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, residents must follow the listed safety guidelines:
 - (1) Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, County and State laws and regulations, and manufacturer's instructions. If a resident must obtain a permit in compliance with a valid safety law or ordinance, then the resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
 - (2) Unless the codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within ten feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.
 - (3) Covered Antennas shall not obstruct access to or exit from any doorway or window of a unit, fire exits, fire hoses, fire extinguishers, safety equipment, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the project. The purpose of this requirement is to permit evacuation of the apartments and the project and to provide clear access for emergency personnel.
 - (4) For safety concerns relating to electricity and lightning, Covered Antennas shall be permanently and effectively grounded.
 - (5) To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of 80 mph.

7. PERMITS REQUIRED

The Association will require an owner to obtain a permit for the following:

- a. A mast for a satellite dish or antenna which will extend more than 12 feet above the roofline of a property on which the mast is erected.
- b. A structure, including an antenna, satellite dish, or mast, which, when erected, will be nearer to the lot line than the total height of the structure above the ground or roof line where it is located. (In other words, a

permit will be required if the structure is so tall that, if it falls, at least part of it will fall outside the apartment's exclusive-use area.)

8. PROCESS AND PROCEDURE

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

XI. INSTALLATION OF SOLAR ENERGY DEVICES

Solar energy devices are not permitted over the "stacked" apartments, i.e., the areas that have upstairs and downstairs units. In other words, no solar energy devices are allowed on any roof that covers more than one apartment.

1. As used in this section:

"Apartment" means the area within the perimeter walls, floors, and roofs of the apartment and the lanai – see Section 3.04 of the Declaration for details.

"Common elements" and "limited common elements" mean: all structural parts of the project, including foundations, floor slabs, load-bearing walls, main walls, interior walls separating adjacent apartments, and roofs, and the parking spaces, private patios or yard areas, water heater compartments, and concrete pads reserved for the exclusive use of certain apartments (see Section 4 and Exhibit B of the Declaration for more details).

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

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

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

"Apartment Owner" or "Owner" means the person owning, or the persons owning jointly or in common, an apartment and its appurtenant common interest, or the lessee of any recorded lease of an apartment, if any.

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

2. Prohibitions

- a. No skylights or windows may be installed at the project as solar energy devices.
- b. Only an apartment owner may install a solar energy device at the project. No tenant or other resident may install a solar energy device on an apartment at the project except with the written permission of the apartment owner, and the apartment owner must: (i) submit the application form on behalf of the tenant;

and (ii) assume all responsibilities imposed by these rules and the law on an apartment owner who installs a solar energy device.

- c. No apartment owner may trim any vegetation/landscaping on the common elements in connection with the installation of a solar energy device without the prior written permission of the Board of Directors of the AOA The Villages at Waipio (the “Board”).
- d. **An apartment owner may only install a solar energy device on the owner’s apartment if the apartment extends from the ground to the roof. At The Villages at Waipio, the installation of solar energy devices is only permitted on “Type C” apartments.**
- e. No solar energy device may be placed on a common element or limited common element as defined by the Declaration, unless the owner first obtains the written consent of the Board and otherwise meets the requirements of these rules and the law.
- f. No water tanks may be installed on the roof; therefore, passive solar water heaters are prohibited.

3. Pre-Installation Procedure

- a. General. Any owner proposing to install a solar energy device must:
 - (1) Submit a fully completed copy of the Association’s solar energy device installation form (attached) and obtain the consent of the Board prior to beginning the installation.
 - (2) Hire a contractor licensed in the State of Hawai‘i to install the solar energy device.
 - (3) Obtain a building permit for the installation of the solar energy device.
 - (4) Confirm in writing that the solar energy device will be installed in accordance with HEEP Standards, where applicable, except as otherwise permitted or required by these rules.
- b. Common and Limited Common Elements. In addition to the general requirements above, any apartment owner proposing to install a solar energy device on any common element or limited common element at the project must:
 - (1) Prior to installation, have the owner’s contractor confirm in writing that the area on which the solar energy device is to be installed can support the weight of the device.
 - (2) Prior to installation, contact the Board or the Managing Agent for details about the roof warranty. If a roof warranty for materials or labor exists at the time of the proposed installation of the solar energy device, provide written confirmation from the company which issued the roof warranty that installing the solar energy device will not void the warranty. A copy of this confirmation must be provided to the Board.
 - (3) Within fourteen days of obtaining written approval of the installation of the solar energy device by the Board, provide the Board with a certificate of insurance from a company admitted to do business in Hawai‘i, naming the Association of Apartment Owners of The Villages at Waipio as an additional insured on the apartment owner’s insurance policy.

4. Installation Requirements

- a. Except as permitted in the last paragraph of this subsection, an owner installing a solar energy device at the project must:
 - (1) To the maximum extent possible, consistent with the effective functioning of the solar energy device, install the solar energy device flat on the roof immediately above the owner’s apartment.

- (2) Integrate the solar energy device installation into the architecture and design of the apartment and make the solar energy device as visually unobtrusive as possible. (For example, no part of the solar energy device installation, including the panels, any piping, or any other exposed part of the installation may be higher than the peak of the roof on which the solar energy device is mounted.)
 - (3) Ensure that none of the exposed parts of the solar energy device have reflective surfaces and paint all exposed surfaces to match the surface on which the solar energy device is mounted. (Owners shall be responsible for ensuring that the painted surfaces are properly maintained to prevent peeling and cracking of the paint.)
 - (4) Ensure that any pipes or other part of the solar energy device that must be installed on the walls of the apartment are enclosed with material that is similar in color and texture to the walls.
 - (5) If a water heater or storage tank will not fit in the existing location of the apartment's water heater: (1) install the tank in the location approved by the Board; and (2) enclose the tank or heater so that it is not visible from outside the owner's apartment.
- b. If compliance with the requirements of subsections (1), (2), (3), (4), or (5) above, will: (i) render the owner's solar energy device more than twenty-five per cent less efficient; or (ii) increase the cost of installing the device by more than fifteen per cent, the apartment owner may ask the Board for an exemption from those requirements. That exemption may include the right to install the solar energy device or part thereof: (i) in a different location; or (ii) at a different angle/elevation. In making the request, however, the apartment owner shall have the burden of proving that compliance with any of the requirements of subsections (1) through (5) will either render the solar energy device more than twenty-five per cent less efficient or increase the cost of installing the device by more than fifteen per cent. Note that an owner will not be permitted to install a solar energy device on the roof above any other owner's apartment or limited common elements.

5. Post-Installation Procedure

An owner must: (1) register the completed solar energy device installation with the Board within thirty days of its installation; (2) confirm in writing that the solar energy device has been installed in accordance with HEEP Standards where applicable, except as otherwise permitted or required by these rules; and (3) confirm in writing that the solar energy device has been installed in accordance with plans and specifications approved by the Board.

6. Maintenance, repair, replacement and removal.

- a. If a solar energy device is placed on a common element or limited common element, the apartment owner and each successive owner of the apartment on which the device is placed shall be responsible for:
- (1) Any costs for damages to: (i) the device; (ii) the common elements; (iii) the limited common elements; or (iv) any adjacent units, arising or resulting from the installation, maintenance, repair, removal, or replacement of the device.
 - (2) Any repair, maintenance, removal, and replacement of the solar energy device, for as long as the solar energy device remains on the common elements or limited common elements.
 - (3) Removing the solar energy device if necessary for the repair, maintenance, or replacement of the common elements or limited common elements. Owners of the solar energy device are responsible for all increase in repair and maintenance costs to the common elements caused by the solar energy device.

- b. The Board may also require the removal of a solar energy device that threatens the health or safety of project residents.
- c. Upon the transfer of ownership of an apartment, the new owner shall be obligated to comply with the requirements of these rules. The owner and each successive owner shall at all times maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall provide the Board with a certificate of insurance confirming that the policy is in effect.

NOTIFICATION FORM
INSTALLATION OF RECEPTION ANTENNAS
AND SIMILAR STRUCTURES

NOTE: This form must be completed and returned seven (7) days before the installation of an antenna unless a mast exceeding 12 feet above the first floor is installed, which requires prior approval.

Owner's Name: _____

Mailing Address: _____

Phones: Home: _____ Work: _____

Unit Address: _____

Type of satellite dish or antenna to be installed (check any that apply):

- DBS satellite dish - 1 meter or smaller (e.g., Dish TV)
MMDS antenna (wireless cable) - 1 meter or smaller (e.g., GTE Americast)
Television antenna

Installation will include a mast: [] No [] Yes

If yes, insert total height of mast: _____ feet

(Note: mast may not exceed 12 feet above the first floor without obtaining prior approval of the Board).

Installation of the dish or antenna will be done by:

Name: _____

Address: _____

Phone: _____

Date of Installation: _____

Name of the insurer of any contractor: _____

Attach a drawing showing the exact location of the Covered Antenna and attach a diagram or drawing of the installation.

Does the location of the dish or antenna comply with the Association's House Rules?

[] Yes [] No (If no, state in detail the reason for non-compliance on a separate sheet of paper.)

I acknowledge that I have read, understand and have complied or will comply with the Association's House Rules on antennas to the extent required by law. If any of the House Rules violates FCC regulations, my signing this statement does not deprive me of any of my rights under the FCC regulations. I further agree to be responsible for any and all costs associated with the antenna and will indemnify and defend the Association for any claims arising from my antenna.

Owner's Signature: _____ Date: _____

Application to Install Solar Energy Device at The Villages at Waipio

Owner(s) Name(s): _____

Your apartment number and address: _____

_____ ; Telephone: _____

Your address *(if you do not live in your apartment)*: _____

Name of licensed contractor who will install solar energy device: _____

Address: _____

Contractor's license number: _____

The proposed location for installation of solar energy device: _____

(Note: The device must be installed flat on your apartment's roof, unless you request board permission to install the device elsewhere (see Part D of the attached rules).)

Exact position of solar energy device in that location *(attach plan to this form showing the plan and elevation of installation).*

Have you signed up with HEEP? *(Note: Your system MUST be installed in accordance with HEEP's "Residential Solar System Standards and Specifications", except as otherwise required by the association rules.)*

Yes _____

No _____

Will installation of your solar energy device require: (i) boring holes in the building's roof or walls; or (ii) any structural modifications to the project?

Yes _____

No _____

Will installation of your solar energy device require the trimming of any vegetation or landscaping around your unit or on any adjoining common elements?

Yes _____ No _____

The Association has for the roof _____ a warranty _____ no warranty.

The warranty is provided by the _____
(roofing company).

The contact information for the roofing company is: _____

Note: If a roof warranty exists, it is your responsibility to contact the roofing company and provide the Association with written confirmation that installation of your solar energy device in the planned location will not invalidate the association's roofing warranty.

By signing below, I/We confirm that I/we will comply with the attached rules and will advise any future owners of my/our apartment of their obligations under these rules.

(Signature)

Date

(Print Name)

(Signature)

Date

(Print Name)

End of Rules and Regulations

Adopted by The Villages at Waipio Board of Directors

Rules and Regulations may be viewed and downloaded at,

www.villagesatwaipio.com and its resource page