

DIAMOND HEAD ALII

3017-3027 PUALEI CIRCLE
HONOLULU, HAWAII 96815

HOUSE RULES AND RESIDENT INFORMATION

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DIAMOND HEAD ALII HOUSE RULES

INTRODUCTION

Diamond Head Alii residents enjoy a quite, serene approach to Hawaiian living. This preferred lifestyle reflects itself in many of our House Rules. The Board of Directors encourages quiet pursuits and discourages activities that are not consistent with peaceful ambiance at the Diamond Head Alii.

Please read these Rules carefully. They have been developed over the years to ensure that the beauty of the buildings and gardens are maintained, and to reinforce the Association's commitment to providing a pleasant, serene environment for the enjoyment of all. Peaceful enjoyment is Diamond Head Alii's single most important House Rule and the prime advantage of living in Pualei Circle.

Each resident and owner is responsible for knowing the Rules and complying with them. Occasionally the Building Manager may find it necessary to remind a resident of a particular rule. Where this reminder is not effective in obtaining the resident's cooperation, other steps may be taken by the Board of Directors in accordance with the Bylaws. If you have any questions, concerns, or suggestions, please contact the Building Manager.

I. GENERAL AND ADMINISTRATIVE

A. ADMINISTRATION

1. All requests, complaints, or suggestion for Board action must be made in writing and sent to the **Managing Agent or Site Manager**, addressed to the Board of Directors. All such correspondence will be forwarded to the Board of Directors.
2. All occupants must complete a tenant registration card, available from the Building Manager within 7 days of occupancy. It is the responsibility of all owners and residents to keep their registration card current. This includes, but is not limited to, rental agent address and phone number (if applicable), resident information, names of all occupants, emergency phone numbers, car, moped and/or bicycle information.
3. If someone will be taking care of an apartment during the owner's or tenant's absence, the owner or tenant must notify the Building Manager of such person's name and telephone number and provide emergency contact information.

4. All owners and tenants should familiarize themselves with these Rules. All Rental Agreements must include a copy of the House Rules. It is the responsibility of the apartment owner to provide a copy of the House Rules to their tenants and/or other occupants.
5. Owners are responsible for the actions of anyone visiting or otherwise using their apartment (i.e. tenants, agents, guests, family, vendors, etc.) and are responsible for the cost of any damage done by them or fines incurred by them.
6. Leases with an initial term of less than thirty (30) days, timesharing or any type of activity that gives the perception of operating a vacation rental, is strictly prohibited.

B. EMERGENCY INFORMATION

1. Call 911 to report any emergency or disturbance.
2. If you have a plumbing emergency and are unable to shut off the water, call a plumber and inform the Building Manager.

C. BULLETIN BOARDS

1. Residents who wish to place notices on the bulletin boards may submit them to the Building Manager on a 3"x5" piece of paper.
2. The Building Manager will determine if the notice is appropriate (i.e. Association related, not political, religious or otherwise controversial) and post notices at his/her discretion. Notices may be posted, withheld and removed at the sole discretion of the Building Manager.
3. The date of posting will be indicated on the notice and be subject to space availability; notices may be removed after two weeks.
4. The only notices larger than 3"x5" will be official notices from the Association. Residents are encouraged to check the bulletin board regularly for notices from the Building Manager, Managing Agent or the Board of Directors.

II. CONDUCT OF RESIDENTS AND GUESTS

All owners, residents, guests, service providers, and contractors must conduct themselves in accordance with these rules at all times and also are responsible for and will be held accountable for the actions of their renters, guests, service providers, and contractors. Repeated violations of these rules by occupants or their guests can lead to fines and legal action at the apartment owner's expense.

A. NOISE

Sound carries at Diamond Head Alii as if in an echo chamber. Peaceful enjoyment is Diamond Head Alii's single most important House Rule. Noise complaints are to be handled between neighbors in a cordial manner. In the event that they cannot be handled in such a manner, the resident should consider calling 911.

Quiet hours are: between 10 pm and 8 am from Sunday through Saturday.

1. Noise of any kind that is of sufficient volume and duration to disturb other residents at any time is prohibited.
2. The volume of radios, stereos, TVs and musical instruments must be kept at a reasonable level at all times. During quiet hours, no sound should carry outside an apartment.
3. Use of washing machines, vacuum cleaner, dryers, typewriters, garbage disposals, blenders, coffee grinders, or other noisy machines is prohibited during quiet hours.
4. Laughter, conversation and other noise in **common areas, parking lots and hallways**, should be kept to a minimal level and is prohibited during quiet hours.
5. High heels and hard-heeled shoes are especially loud and often echo throughout the building. Please limit your use of them during quiet hours.
6. Fax machines, telephones, telephone answering machines, and alarm clocks need to be turned to a low volume setting so that neighbors are not disturbed. If the apartment will be unoccupied for an extended period during a vacation, or for some other reason, they should be unplugged or turned off if not needed.
7. Noisy pets are not allowed at any time and may be a violation of law. For instance, constant barking for 10 minutes or intermittently for 30 minutes is a violation of City and County laws.
8. Residents' parties must be confined to the inside of the apartments.

B. POOL AND POOL AREA

Pool hours. The pool may only be used between 8 am and 9 pm.

Rules 1-6 are from HAWAII ADMINISTRATIVE RULES TITLE 11 DEPARTMENT OF HEALTH CHAPTER 10.

1. All persons using the public swimming pool shall take a shower before entering the pool. A bather leaving the pool must take a second shower before returning to the pool. Soap, shampoo or other cleaning substances are NOT allowed when taking a shower.

2. Any person having an infectious or communicable disease must not enter the pool. Persons having any open blisters, cuts, etc., should be aware that these are likely to become infected and are advised not to use the pool.
3. Spitting, spouting of water, and blowing your nose in the pool are strictly prohibited.
4. To prevent contamination of the pool, infants and toddlers must use swim diapers.
5. The public swimming pool shall be immediately closed for cleaning in the event of an accident fecal or vomitus discharge. All bathers must leave the pool until it is disinfected.
6. Swimmers use the pool at their own risk. The Association, its employees, vendors, managing agents and board members are not responsible for **accident** or injuries, which occur in connection with the use of the swimming pool. Non-swimmers using the pool must be accompanied by a responsible, competent adult swimmer at all times. Minors shall be accompanied by an adult.
7. Pets are not permitted in the pool.
8. Horseplay, running, excessive consumption of alcoholic beverages, screaming and yelling, are strictly prohibited in the pool area.
9. Tubes, paddles, balls, swim fins, inflated mats, toys and similar equipment shall not be used in the pool. Swim goggles, masks, or safety equipment may be worn for health or safety reasons. **Small toys are permitted.**
10. All persons shall comply with the requests of the Building Manager respecting personal conduct in and around the pool.
11. The life ring is for safety purposes only and shall not be used **for** any other purpose.
12. All persons using the pool area are to keep it neat and clean. When leaving the pool area, residents and guests must remove all articles brought in, including towels, foodstuffs, books, and magazines.
13. The pool entrance gates are to be kept closed at all times.
14. Sports equipment, bicycles, scooters, skates and similar items, except for infant carriages and wheelchairs, may not be operated in the pool area. Infants must be attended at all times.
15. Glass or ceramic containers are not allowed in the pool area. Paper, plastic, or other unbreakable materials must be used as containers for food or beverages that are taken into the pool area.

16. The pool area may be **used** by the residents for **functions and parties**. At least seven days' advance notice to the Building Manager is required. The Building Manager has the discretion to approve or deny any such request. Approved reservations will be posted on the bulletin board to advise other residents.
17. Furniture, other than that provided by the Association shall not be used in the pool area. The Association's furniture shall not be removed from the pool area or abused.
18. Barbecuing is allowed only in the enclosed pool area. The person using the barbecue is responsible for the fire. **Clean up after yourself, do not use a wire brush.**
19. The pool and pool area are for the exclusive use of residents and their guest when the guests are accompanied by the resident.

C. LANAIS, WALKWAYS & GARDEN

1. The pedestrian walkways must be kept clear at all times. The Building Manager may remove any items that violate this rule or in the Building Manager's discretion are not appropriate for the common elements.
2. Sweeping and mopping of lanais shall be performed in a manner which will not create a nuisance to persons residing in lower or adjacent apartments or to persons on the grounds of the property.
3. Personal items, such as swimsuits, towels or laundry, are not to be placed on lanais, lanai railings, walkway railings, or where they will be visible from the ground or to passersby.
4. Installation of any type of lanai enclosure requires prior written approval of the Board. Owners are responsible for obtaining all of the required permits (and meeting any other requirements) from the City, County and State prior to starting any type of alterations.
5. No awnings shades, jalousies or other device shall be erected or placed on or projecting from the exterior of any apartment, or the exterior limited common elements, so as to be visible from the outside without prior permission from the Board except as provided for in these House Rules.
6. No barbecuing of any type is allowed on lanais or in common areas or limited common areas other than the pool area (see pool rules).
7. Sidewalks and walkways must be kept clear at all times. No personal property (i.e. bicycles, mopeds, scooters, etc.) may be locked to common elements, (i.e., railings, sign posts or trees). Any item so locked will be removed and disposed of by the Building Manager.

8. Beating of rugs on the lanais or in the passageways is not permitted.
9. The feeding of wild birds on lanais or anywhere else on property is prohibited.
10. Garden areas may not be used for the storage of any personal property. Any stored items will be removed and disposed of by the Building Manager.
11. Garden areas will be maintained solely by the Building Manager or gardener, No watering, trimming or removing of anything is allowed. Use of pesticides or any other form of pest control in the common areas is strictly prohibited except by the direction of the Building Manager.

D. PARKING

1. Driveways may not be obstructed at any time.
2. Parking stalls are to be used for vehicles only. Parking more than one vehicle or parking outside the boundaries of the parking stall is prohibited. This does not prohibit parking one motorcycle, moped, bicycle, motorized scooter or similar vehicle in the same stall as an automobile or motorcycle as long as neither extends past the parking space lines.
3. Parking stalls must be kept free of leaked oil, trash or storage.
4. Car repairs on premise are prohibited except for minor repairs. Repairs are not minor if they: (a) could result in spillage of oil; (b) involve excessive noise; or (c) take more then one (1) day to complete.
5. Washing of cars anywhere on the premises using a hose is strictly prohibited by these rules. If a fine is levied by the City and County for violation of this restriction, payment of such fine is the responsibility of the tenant/owner, not Diamond Head Alii.
6. Residents may have unauthorized vehicles that are parked in their parking stalls towed. The Building Manager or Board President is authorized to tow vehicles parked in the common areas. The person who calls the towing company to request a tow must be present when the tow truck arrives and must sign for the tow. The name and telephone number of the tow company is posted.
7. Vehicles parked in stalls 13-29 must be parked “head-in” only. They may not be backed in because this causes exhaust fumes to flow into the apartments adjacent to these stalls.
8. Idling of engines in the parking area is prohibited.
9. There is no guest parking on the premises. Guests must park on the street or in the parking stall of the person they are visiting.

10. Vehicles must have current registration, be operable and when parked, must be completely within the marked spaces.
11. Slamming car doors, racing the engine or playing loud music in cars is prohibited in order to minimize disturbance of residents.
12. Audible door locking devices and alarm activations must be programmed to be silent and kept on silent mode.
13. Bicycles, mopeds, motorized scooters or similar vehicles must be kept in apartments, parked in the bike racks or completely within the owner's parking space, as provided above.
14. Bicycles, mopeds, motorized scooters or similar vehicles that are parked at the bike racks must be registered (included) on the registration card prior to being placed at the bike racks. Any non-registered bicycles, mopeds, motorized scooters or similar vehicles may be removed without notice.
15. Boats and other watercraft are not permitted.

E. REFUSE

1. All rubbish must be securely wrapped and bagged. Cat litter or leaky garbage should be placed in double bags. Newspapers, glass and aluminum are to be placed in separate recycling bins provided for this purpose. Glass and food containers for recycling must be rinsed before disposal. Cardboard boxes must be broken down and laid flat between the trashcans.
2. Items too large to be placed in the trash bins may be placed in the grassy area in front of the stop sign the day before bulky item pick up. The current day for bulky item pick-up is the third Monday of each month. Bulky item pick-up days are also posted outside the trash area. Items placed at the curb act as magnets for other people's trash. If you cannot wait for bulky item pick-up, please talk to the Building Manager about hauling your items. Owners are responsible for any expenses incurred by the Association for removal of items left out at the wrong time and items that must be removed because they are not accepted for pick-up.
3. Items may be left out for charitable organizations if the owner has made arrangements ahead of time for the items to be picked up within 24-hours. Items may not be left at the curb on days not scheduled for pickup merely in the hope that someone will take them.
4. No large items or ordinary refuse is to be placed on the street until the day before the next scheduled pickup. No refuse is to be left in the area of the trash bins outside of the containers provided, unless all the bins are full.

5. All breakable or broken sharp objects are to be wrapped in a protective material (i.e. newspaper) and placed on the upper rear shelf in the trash room. Never put broken glass or sharp objects in the trash containers where they may endanger others.
6. Oil, batteries, paint and other hazardous materials should be disposed of properly and in accordance with all state and local laws and regulations in effect at the time of such disposal.

F. PETS

1. Two spayed/neutered indoor cats or one dog are/is permitted per unit. If taken outside, the animals must be in a carrier, tethered or on a leash. A fish aquarium (55-gallon maximum size) and/or two small, quiet, caged birds are allowed. No other pets are allowed, except with permission of the Board.
2. Renters are NOT permitted to keep pets unless the keeping of pets is authorized in their lease.
3. As was mentioned in the noise section, constant barking for 10 minutes or intermittent barking for more than 30 minutes may result in a police citation. Excessive animal noise is also a violation of the house rules.
4. Washing of pets in pool area is prohibited.

G. STORAGE SPACE

1. All owner-occupants are equally entitled to utilize the limited, unsecured, storage area beneath the Konia building when space is available. The Building Manager has the final word on whether or not there is room for your items. The Building Manager may also refuse to place items in storage that if he determines are inappropriate for the storage area.
2. Stored items should not be placed in such a way that the stored items of other users are covered or inaccessible.
3. Only the Building Manager and a backup person appointed by the Board of Directors have keys to the storage areas. They must accompany anyone else who needs access.
4. Those who use the storage area do so at their own risk. This storage area is for convenience only and is not a secure storage facility. The Association, the Board of Directors, the Building Manager and the Management Agent and Management Company are not responsible for items that may be lost, damaged or stolen while in or around the storage area.
5. Access to the storage areas may be arranged through the Building Manager by appointment only, during business hours.

6. All items placed in storage must be boxed, bagged, or otherwise suitably packaged.
7. All items placed in the storage area must be securely packaged and labeled with the owner's name and apartment number. Labels written on tape tend to fall off. Unlabeled items will be discarded without notice.
8. It is advisable to raise all stored items off the floor and to cover them with plastic to avoid damage from water and dirt.
9. The Association will attempt to locate owners who abandon stored items when they move and to notify the heirs of owners who have died. Unlabeled parcels will be opened and searched for identifying information.
10. Abandoned or unlabeled items that are not claimed will be disposed of.

H. SMOKING

Smoking is prohibited in walkways and all common areas.

III. MAINTENANCE, RENOVATIONS, AND REPAIRS

A. GENERAL

1. No alterations whatsoever are permitted to be made to the exterior of the condominium buildings and common areas.
2. Apartments are to be kept in a manner suitable for human occupancy. Reasonable cleanliness is expected of all residents and appliances are to be kept in good working order.
3. No overtly commercial activity is permitted on the premises.
4. Repairs and maintenance within apartments are the owner's responsibility, but should be reported to the Building Manager.
5. Prior written approval of the Board is required for any structural alterations, additions to an apartment, or to make any alterations in or additions to the exterior of the apartment.
6. Work with power tools (or any similar noisy work) may only be conducted between 8:00 a.m. and 5:00 p.m., Monday-Friday and between 10:00 a.m. and 4:00 p.m. on Saturdays and Sundays. Emergency repairs may be exempted from this time limit if approved by the Building Manager.

8. All apartment owners are required to keep the washer, dryer and garbage disposal in good working order. Washing machine hoses should be checked annually and replaced before they wear out (i.e. when they start to get dry or crack). It is recommended that water to the washing machine hoses be turned off when the washer is not in use and that the washer not be left running when no one is there to watch it.
9. Owners are responsible for obtaining all of the required permits (and meeting any other requirements) from the City, County and State prior to starting any type of alterations.
10. Owners are required to purchase condominium (HO6) and provide proof of coverage to the Association EACH YEAR or the Association will purchase insurance for the owner and charge their account. The minimum acceptable cover is: \$10,000 for Dwelling and the cost of improvements; \$25,000 for Contents; \$5,000 for Loss Assessment and \$300,000 Liability

B. PLUMBING

1. Plumbing repairs and maintenance of water and sewer lines which serve only one apartment are the responsibility of the owner of the apartment. Owners are responsible for any damage caused to their apartment and other apartments by plumbing failures within their apartments and unshared pipes.
2. Residents should be aware of the location of the shut-off valves for the toilet, sinks, and washing machine in their apartment and should check them at least annually; to make sure they are operating properly.
3. CAUTION: Disposing of rice or pasta down drains frequently causes clogging of drain lines. Use of Drano, Liquid Plumber or other similar materials is strictly prohibited. An alternative household drain opener is called Plumber One. This product releases a gas that expands when it mixes with water.
4. Owners who are remodeling are encouraged to perform a complete replacement of pipes including pipes that are common with the neighboring apartments. It is the Board's policy to reimburse the owner for replacement of common pipes when a board representative is allowed to document the work with before and after photographs.

C. WINDOWS

Owners are responsible for repair, maintenance, and cleaning of all windows. Windows are to be kept clean and repairs made promptly.

D. WINDOW COVERINGS

All draperies, blinds, shutters, or other window coverings must be white or off-white as viewed from the outside. They must be in good repair as viewed from the exterior of the building.

E. AIR CONDITIONERS

Air conditioners may be installed as provided herein:

1. A portable air conditioner up to 8000 BTU can be installed without prior Board approval. These air conditioners are on wheels and vent to the outside through one or two tubes. The tubes run from the air conditioner to a plastic adapter that replaces a piece of glass in a louvered window.
2. All other air conditioners (except as listed in E-1 above) require prior Board approval.

F. ASBESTOS & MOLD

1. Unit Owners shall be responsible to keep up and maintain their Units in a dry and clean manner and state.
2. Unit Owners shall be responsible to:
 - (a) clean and dust the surfaces within the Unit on a regular basis;
 - (b) immediately remove visible moisture accumulation on windows, windowsills and any other surfaces within the Unit;
 - (c) immediately clean, dry and disinfect all liquid spills or leaks within the Unit;
 - (d) not block or cover any heating, ventilation or air-conditioning ducts and keep furniture and furnishing away from such ducts;
 - (e) engage a professional remediation company to mitigate any damage to the Unit resulting from leaks or spills; and
 - (f) engage a professional remediation company to address disturbed or damaged materials that may contain asbestos.
3. Unit Owners shall be solely responsible to ensure that any vents or exhaust fans serving the Unit are vented properly to the exterior including, without limitation, bath exhaust vents, stove vents and laundry dryer vents. In the event they are not properly vented, the Unit Owner shall repair the same, obtaining the written consent of the Board prior to undertaking any work in the common areas. In addition, Unit Owners shall be solely responsible to inspect, clean and maintain (including changing filters), at least annually, all such vents and exhaust fans.
4. Unit Owners are required to report immediately, in writing, delivered to the Board:
 - (a) any evidence of water leak or water infiltration or excessive moisture in the Unit or common areas;
 - (b) any evidence of mold or fungi growth within the Unit that cannot be completely removed with a common household cleaner;
 - (c) the disturbance or damage of any materials that may contain asbestos, such as ceiling material, vinyl flooring, insulation and caulking; and/or

- (d) any failure or malfunction of any heating, ventilating or air conditioning system serving the Unit.
5. Unit Owners shall be responsible and liable for any expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation to repair the Unit and to remove mold or disturbed asbestos from the Unit in the event the Unit Owner fails to properly and promptly undertake the same. Notwithstanding the foregoing, the Board shall have no obligation to take any action within a Unit, but may do so in its sole discretion. Unit Owners shall allow immediate access to their Unit for such purposes pursuant to Hawaii Revised Statutes Section 514A-82(b)(6).
 6. Unit Owners shall be responsible and liable for the expenses incurred by the Board for the maintenance, repair, replacement, cleaning and remediation of any damage to, and to remediate and remove mold or asbestos from the Unit, other Units and the common areas caused by the Unit Owner's failure to comply with terms of the Condominium Property Act, the Declaration, By-Laws, House Rules or for any other reason caused by the Unit Owner's actions.
 7. Unit Owners shall be personally responsible and liable for any fines for violations of this Resolution and any damages suffered by the Condominium or other Owners or occupants at the Condominium, including any injuries to persons, resulting from the failure of the Unit Owner to comply with the terms of this Resolution.
 8. Any expenses or fines charged to a Unit Owner pursuant to this Resolution shall be collectible as a common expense.

IV. ENFORCEMENT

The following procedures and schedule of fines shall apply for all violations of the declaration, bylaws, and House Rules of the Association:

A. FINE SYSTEM

A written citation will be delivered to both the apartment owner and violator notifying them of the violation. If the Building Manager, Board or Managing Agent determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued informing them of the amount of the proposed fine in an amount not to exceed \$100 which may be assessed for each violation after the opportunity to be heard as provided below. If the violation is not corrected, at the end of each ten (10) day period, it becomes a new offense and a new fine may be assessed.

B. LEGAL ACTION

In addition to fining, the Board may also take legal action, at any time, to enforce the governing documents, at the owner's expense.

C. CITATIONS

1. Each citation issued shall briefly describe the nature of the violation; date of the violation, apartment number; and name of parties involved, if known.
2. The original citation shall be delivered to the apartment owner who shall be jointly and severally responsible for payment of any applicable fine along with the violator.
3. If the owner of the apartment is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the owner's responsibility for payment of any applicable fine.

D. PAYMENT OF FINES AND LIABILITY

Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid by the apartment owner to the Association within thirty (30) days of the assessment of the fine. A fine shall be deemed a common expense chargeable against the owner's apartment. The Association may file a lien against the owner's apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the Bylaws for collection of delinquent assessments.

E. HEARING

1. Hearings may be before the Board of Directors or a Committee of the Board. The President (or Vice President if the President is unavailable) is authorized by the Board to appoint two or more Board members to serve on a Committee to hear any violation or fine.
2. Within thirty (30) days of the date of a citation, an owner, occupant, or other offenders may request a hearing on the violation and the fine by delivering a written notice of appeal to the Board President or Secretary or the Managing Agent.
3. The request for hearing must contain a copy of the citation and a statement of the facts. The Board or Committee may limit the amount of time the owner or violator may have to present information. For that reason, owners and violators are strongly encouraged to also include in their request for hearing: (1) an explanation of the position of the person requesting the hearing; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of the proposed exhibits.
4. Upon receipt of a timely request for hearing, the Board or Committee shall inform the owner or violator of the date, time and location of the hearing. The Board or Committee may continue the hearing in its sole discretion. The owner and/or violator may, but is not required to present information in person, in writing, or through a spokesperson.

5. The Board or Committee may reduce, suspend, or cancel any citation or fine. The Board shall deliver a written decision to the person making the appeal within sixty (60) days of the receipt of the notice of appeal.
6. Failure to request a timely hearing shall result in the automatic issuance of the fine in the amount proposed on the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board or Committee.
7. The pendency of a hearing shall not halt the accrual of any ongoing late fees or prior fines imposed for other offense, or the obligation of the owner and or violator to correct the violation.

V. FAIR HOUSING, ANTENNAS, MOLD & ASBESTOS

A. FAIR HOUSING LAWS

Notwithstanding anything to the contrary contained in the Declaration, the Bylaws, or these House Rules, the Board is authorized to grant disabled residents;

1. Permission to make reasonable modifications to their dwellings and/or the common elements at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or the Bylaws), if such modifications are necessary to enable them to use and enjoy their dwellings; and
2. Reasonable exemptions from the Declaration, the Bylaws and the House Rules when necessary to enable them to use and enjoy their dwellings.

Those individuals applying for modifications or exemptions under this Rule 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 disability being accommodated, the reasons that the request is reasonable, and any other facts relevant are 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 or other expert on your disability and the requested accommodation. The board may require the owner and 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.

B. ANTENNAS

RESTRICTIONS ON ANTENNA, SATELLITE DISH, AND SIMILAR STRUCTURES

1. INTRODUCTION

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89, Paragraph L of the Declaration and Sections 8.5, of the Bylaws.

The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations that purport to preempt part of Paragraph L of the Declaration and Section 8.5 of the Bylaws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

2. DEFINITIONS

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

- (5). "General Common Element" means any common element not a limited common element appurtenant solely to the resident's apartment. Residents do not have the exclusive use or control of any of the general common elements.

3. LOCATION, SIZE AND NUMBER RESTRICTIONS

1. Transmission Antennas are prohibited unless approved in writing by the Board of Directors prior to installation. The Board has the sole discretion in granting or denying the installation of a Transmission Antenna. If a Transmission Antenna is permitted by the Board, it shall, at a minimum, comply with the requirements for Similar Structures. The Board may place additional conditions and requirements on the installation of Transmission Antennas.
2. No resident shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the resident's Exclusive Use Areas.
3. A Reception Antenna or Similar Structure which encroaches on the air space of another Owner's apartment or limited common element or on to the General Common Elements does not comply with this rule.
4. Reception Antennas or Similar Structures must be placed in areas that are shielded from view from outside the Project or from other Units to the extent possible and consistent with their purposes; provided that nothing in this rule shall require a Reception Antenna to be shielded from view: (1) if it precludes reception of an acceptable quality signal unless no acceptable reception is available in any Exclusive Use Area; (2) if it would unreasonably increase the cost of installation; or (3) if it would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure. Reception Antennas shall be placed in the first of the following locations which allows reception of a signal of acceptable quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:
 - (a) Within the apartment, but not on the lanai;
 - (b) Within an Exclusive Use Area inside the structure, if any;
 - (c) For apartments 101, 107, 108, 109, 110, 111 and 112, within the fenced or walled yard below the top of the fence or wall;
 - (d) Within the vertical boundaries of the lanai below the top of the railings/walls of the lanai;
5. Reception Antennas and Similar Structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, water shut-off valves or other areas necessary for the safe operation of the Project. The purpose of this rule is to permit evacuation of the Units and Project and to provide clear access for emergency personnel.

6. Reception Antennas and Similar Structures shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.
7. Reception Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Reception Antennas for direct broadcast satellite services or multipoint distribution services be larger than one meter in diameter or diagonal measurement.
8. Masts shall be no taller than necessary for reception of an acceptable quality signal; provided all masts taller than 12 feet if mounted above the first floor of the building shall require the prior written approval of the Board. The Owner shall provide detailed plans and specifications for the installation. The purpose of this rule is to address safety concerns relating to wind loads and the risk of falling structures. These safety concerns are heightened whenever structures are installed on a tall mast substantially above ground level.
9. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

4. INSTALLATION

1. Installation of Reception Antennas and Similar Structures shall be by a qualified person knowledgeable about the proper installation of Reception Antennas and Similar Structures. The purpose of this rule is to promote the proper and safe installation of Reception Antennas and Similar Structures.
2. If installed by a contractor, the contractor shall be licensed and have insurance with the following minimum limits:
 - (a) Commercial General Liability (including Completed Operations):
\$1,000,000.00 and
 - (b) Workers' Compensation: Statutory Limits.
3. Installation of a Reception Antenna or Similar Structure shall be in accordance with all applicable building, fire, electrical and related codes and a building permit shall be obtained if required by law
4. Unless contrary to law or these rules, installation of Reception Antennas or Similar Structures shall be in accordance with the manufacturer's installation specifications. The installer shall have a copy of such specifications on site at all times during the installation. A copy of the specifications shall be provided to the Association within 72 hours of the installation.
5. Wiring from the Reception Antenna to the television set(s) shall be installed so as to be minimally visible and blend into the material to which it is attached.

6. There shall be no penetrations of the walls, floors or ceilings of the building unless they are part of the Exclusive Use Area without the authorization of the Board of Directors or the resident complies with the other provisions of these rules. Otherwise, the following devices may be used for transmission through the General Common Element walls, floors or ceilings:
 - (a) Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane;
 - (b) Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall;
 - (c) Devices which permit the transmission of signals from the Covered Antenna to the television set through or over the air signals; and
 - (d) Existing wiring for transmission of video programming signals.
7. If penetrations of the General Common Element walls, floors or ceilings of the building are made, the penetrations shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes. The purpose of this rule is to prevent structural damage to the building.
8. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building to the extent that the painting will not impermissibly impair the viewer's ability to install, maintain or use the Reception Antenna or Similar Structures. In addition, the Board may require a resident to install inexpensive screens or plants to shield the Reception Antenna from view. Such a requirement may be imposed by the Board at any time.
9. In the event the addition of any screening or painting would unreasonably increase the cost of installation, the Association, at its option, may pay for a portion of the cost of the screening and the Owner shall permit the screening to be installed or the painting to occur.
10. Any resident installing, maintaining, or using a Reception Antenna shall do so in such a way that it does not damage the General Common Elements or the Units, void any warranties of the Association or other Owners, or impair the water tight integrity of the buildings. The purpose of this provision is to prevent structural damage to the common elements.
11. Reception Antennas and Similar Structures shall be securely installed and masts shall be constructed of corrosive-resistant noncombustible materials. If necessary for a secure installation, the Reception Antenna and Similar Structure shall be secured to the Exclusive Use Area and have guy wires securing the device to the Exclusive Use Area. Guy wires, bolts, and similar items may not be attached to the General Common Elements or other apartments. The purpose of this Rule is to prevent the falling or other movement of structures. For purposes of these rules, a relatively small structure, item, device or equipment that is only temporarily on the premises (i.e. a for sale sign placed on the property for a short period of time shall not be required to comply with the requirements that they be permanently secured.

12. For safety concerns relating to electricity and lightning, all Reception Antennas and Similar Structures shall be permanently and effectively grounded.
13. The Association, in the sole discretion of the Board, may provide video programming signals to the residents. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association. In the event that the Association provides video programming signals to the residents, those Reception Antennas previously installed may be removed by the Association at its expense.

5. MAINTENANCE AND REPAIR

1. The Owner shall be responsible for the maintenance of any Reception Antenna or Similar Structure installed by the Owner or one of the Owner's residents. Maintenance and repair shall include, but not be limited to:
 - (a) Reattachment or removal within 72 hours of dislodgement from its original point of installation.
 - (b) Repainting or replacement, if for any reason the exterior surface of the Reception Antenna or Similar Structure becomes worn, disfigured or deteriorated.
 - (c) Repair or replacement, if for any reason the Reception Antenna or Similar Structure no longer retains its original condition.
 - (d) Repair or replacement to prevent the Reception Antenna or Similar Structure from becoming a safety hazard.
2. Should the Owner fail to properly maintain the Reception Antenna or Similar Structure, the Association may, after notification to the Owner, fine the Unit Owner following notice and opportunity for hearing and take such further action, legal or otherwise, as permitted by Declaration or statute.
3. Except in an emergency situation, the Board shall notify the Owner, in writing, that the Reception Antenna or Similar Structure requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within 30 days of such notification unless extended by the Board.
4. If any required work is not completed within the time period for completion of the repair, maintenance or replacement, the Association may remove and/or repair the Reception Antenna at the expense of the Unit Owner, such expense being added to the Owner's assessment.
5. The Owner of the apartment or Exclusive Use Area in which the Reception Antenna or Similar Structure is located is responsible for all costs associated with his Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove and replace the Reception Antenna; (b) repair damages to the common elements, the Unit, other Units and other property caused by the installation, existence or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by the installation, existence or use of the Reception Antenna; and

- (d) reimburse residents or the Association for damages caused by the installation, existence or use of the Reception Antenna.
6. It shall be the Owner's responsibility to remove any Reception Antenna or Similar Structure when the Association maintains, repairs or replaces building components if the removal is necessary for the orderly completion of the work. Such removal shall take place immediately. The cost of removal and replacement shall be the responsibility of the Owner.
 7. Should the Owner fail to remove the Reception Antenna or Similar Structure in a timely fashion, the Association may remove it at the expense of the Owner and the Association shall not be responsible for any damage to the Reception Antenna or Similar Structure.
 8. In the event the Owner removes a Reception Antenna or Similar Structure, the Owner shall promptly restore the property to its original condition.

6. PROCESS AND PROCEDURE

1. 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.
2. Within 5 days of the installation of any Reception Antenna or Similar Structure, a copy of the Notification Form attached hereto shall be submitted to the Resident Manager unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

**NOTIFICATION FORM FOR INSTALLATION
OF RECEPTION ANTENNAS AND SIMILAR STRUCTURES**

NOTE: This form must be completed and returned within five (5) days of the installation of an antenna unless a Mast exceeding 12 feet above the first floor is installed which requires prior Board approval.

Owners Name(s): _____

Unit Address: _____

Mailing Address: _____

Phones: Home: _____ Work: _____ Cellular: _____

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

- _____ DBS satellite dish - 1 meter or smaller (e.g. Alpha Star)
- _____ 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 Reception Antenna or Similar Structure 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.

Resident's Signature(s): _____ Date: _____