

EXHIBIT A
1134 KINAU
RULES AND REGULATIONS
HOUSE RULES

Revised 5/8/89, 2/9/92, 6/23/93, 2/26/94, 9/04/08

The primary purpose of these Rules and Regulations is to protect all occupants from annoyance and nuisance caused by improper use of the condominium apartments and also to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These Rules and Regulations may be amended by the Association of Apartment Owners, as provided in the By-Laws of said Association (note that certain sections hereof have been extracted, either in whole or in part, from the By-Laws and amendment thereof will require amendment of the By-Laws).

The full authority and responsibility of enforcing said rules is vested in the Board of Directors of the Association. The Board may delegate to a managing agent the authority to enforce these House Rules on behalf the Association. All occupants, owners, their families, tenants and their guests, employees and any other persons using the Project on their behalf shall be bound by these rules and by standards of reasonable conduct whether covered by these rules or not; provided, however, neither the Board nor the Managing Agent shall be responsible for any non-compliance or violation of said rules by the occupants, tenants or their guests.

I. OCCUPANCY

1. Use of Apartment. An apartment shall be used only as a residence and shall not be used for business or other purposes without the written approval of the Board of Directors. No trade or business of any kind may be conducted in or from any apartment or elsewhere at the project except that an owner or occupant residing in an apartment may conduct such business activity within the apartment so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from the exterior of the apartment; (b) the business activity conforms to all zoning requirements; (c) the business activity does not involve persons coming onto the common elements who do not reside in the condominium; (d) the business activity does not increase the liability or casualty insurance obligation or premium of the Association; and (e) the business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use, as may be determined in the sole discretion of the Board of Directors.

The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary generally accepted meaning and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involve 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 (i)

such activity is engaged in full- or part-time; (ii) such activity is intended to or does generate a profit; and (iii) a license is required therefor.

2. Absent Owner. An absent owner, at his expense, should have an agent, friend or maid conduct periodic inspections of his closed apartment, assuming responsibility for the contents thereof.
3. Pets. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number as determined by the Board of Directors may be kept by the apartment owners and occupants in their respective apartments, but shall not be kept, bred or used therein for any commercial purpose nor allowed on any common elements in the building except in transit when carried (or on leash) nor, in any case, allowed on any part of the recreation deck, or parking decks, provided that any pet causing a nuisance or unreasonable disturbance to any occupant or guest of an occupant of the project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent. All pets must be registered immediately with the Resident Manager. Notwithstanding any other provision herein, visually impaired persons may use guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may use signal dogs as defined in Chapter 515, Hawai'i Revised Statutes, and physically impaired persons may use service dogs/animals as defined in Chapter 515, Hawai'i Revised Statutes, in their apartments and may utilize such dogs on the common elements as necessary to full enjoyment of the property.
4. Conduct. An apartment owner shall be responsible for the conduct of his family and guests at all times, ensuring that their behavior is neither offensive to any occupant of the building nor damaging to any portion of the common elements. For the purpose of safety, no loitering or recreational activities will not be permitted to play in corridors, elevators, the parking garage, the main lobby, or the park complex.

II. TEMPORARY OCCUPANCY

1. Use by Owner's Lessees, Tenants and Guests. Subject to the terms of the apartment lease and the By-Laws of the Association an apartment owner may lease his apartment or make it available to friends, but the person or persons leasing, renting or living in the apartment shall abide by the House Rules, and the owner shall assume responsibility for the occupants' conduct. The owners must notify the Resident Manager of the names and length of anticipated occupancy of lessees, tenants or guests and must deliver to lessees, tenants or guests a copy of these House Rules.
2. Conduct of Lessees, Tenants and Guests. An apartment owner shall be responsible for the conduct of his lessees, tenants and guests and shall, upon request of the Board of Directors or Managing Agent, immediately abate and remove, at his expense, any structure, thing or condition that may exist with regard to the occupancy of his apartment

by his lessees, tenants or guests contrary to the interest and meaning of the provisions hereof; or, if the apartment owner is unable to control the conduct of the lessees, tenants or guests to conform with the interest and meaning of the provisions hereof, he shall, upon request of the Board of Directors or Managing Agent, immediately remove such lessees, tenants or guests from the premises, without compensation for lost rentals or any other damage resulting therefrom.

3. Appointment of Local Agent. Owners shall be responsible for designating a local agent on the island of Oahu to represent their interest if their residence is outside of Hawaii or if they will be absent from the apartment for more than thirty (30) days. Such owners shall file with the Resident Manager their out-of-town address and telephone number and the address and telephone number of their agent.

III. COMMON AREAS, ENTRANCES AND LANAIS

1. Obstructions; Uses. The sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than ingress and egress.
2. Lanais - Care and Maintenance. An apartment owner shall be responsible for the care and maintenance of all lanais which are included in his apartment. Such owner may not, however, paint or otherwise decorate the walls and ceilings of the lanais without the prior approval of the same by the Board of Directors. It is intended that the exterior of the building shall present a uniform appearance and, to effect that ~~the~~ end, the Board of Directors may require the painting of the walls and ceilings of each lanai and regulate the type and color of paint to be used. The Board is authorized to contract for the painting of all of the walls and ceilings of the lanais and to make payment therefor out of the maintenance fund.
3. Lanais - Furniture, Plants, etc. Only appropriate furniture and small plants shall be used on lanais and any unsightly or disturbing items shall be removed upon the request of the Resident Manager. These areas are not to be used for storage purposes of any kind. Appropriate banners commemorating holidays or festivals may be displayed from lanais for reasonable periods only.
4. Laundry, etc. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on lanais or passages or in windows so as to be in view from outside the building or from the apartments above.
5. Plants. All plants shall be placed in containers so as to prevent the dripping of water or soil onto other apartments or the common elements. Care should be taken in scrubbing lanais so as to prevent water from running down the exterior of the buildi
6. Throwing Objects from Building. Nothing shall be thrown from lanais, windows, entrance balconies, etc. Cigarettes and matches, specifically, are a fire hazard. The

throwing of firecrackers from lanais and the explosion of any fireworks anywhere on the building grounds or within the building is expressly prohibited.

7. Entrances. No items of any kind shall be allowed to remain in view at the front entrances of apartments.
8. Use of Trash Chutes. All garbage deposited in either the trash chute or trash can must be wrapped. No bottles, large boxes or any breakable, bulky or inflammable objects shall be placed in the trash chutes. All large boxes are to be flattened and taken to the trash bin room on the Ground Level and not put down the chute. All newspapers are to be rolled and tied before depositing them in the chute. All trash deposits in the chute must be made after 7:00 a.m. and before 10:00 p.m.
9. Barbecuing. No fires or barbecuing will be permitted on any apartment lanai and roof deck area.
10. Smoking on Common Elements. Smoking is prohibited on any portion of the common elements of the Project including, but not limited, to lobbies, hallways, corridors, stairways, waiting areas and recreation areas.

IV. SWIMMING POOL AND RECREATION

1. General. Use of the Recreation Areas and Facilities including the swimming pool shall be limited to apartment owners, lessees, renters, members of their families and guests. Non-residents shall not use such areas unless accompanied by a resident of the building.
2. Pool Regulations
 - a. Pool hours are from 8:00 a.m. until 9:00 p.m.
 - b. Mats, floatation devices, swim fins or diving gear are not permitted in the pool except goggles and snorkels.
 - c. Children twelve years of age and under shall not be permitted in the pool area unless accompanied by an adult.
 - d. All swimmers must shower before entering the pool and must remove from their bodies sun tan oils, dirt or other substances which might render the water oily or dirty.
 - e. No horseplay will be allowed in the pool or surrounding area.
 - f. Swimmers shall dry themselves completely before leaving the pool area.

- g. No glass container, tumbler, drinking glass, or other item made of glass shall be permitted in the vicinity of the swimming pool.
- h. No person with bandages or open wounds of any type may use the pool.
- i. Spitting and blowing one's nose in the pool and pool area are strictly prohibited.
- j. Splashing of water, other than that accompanying normal swimming, is not permitted;
- k. Floating toys, inflatable mats, tubes, diving equipment or similar items shall not be permitted in the pool or adjacent area.
- l. The introduction of sand, rock, or other foreign matter into the pool by anyone, which could result in pool pump malfunction, will result in immediate eviction from the pool or its adjacent area.
- m. A resident must accompany and be responsible for the conduct of any guest in the pool area.
- n. All persons shall comply with the requests of the Resident Manager with respect to matters of personal conduct in and about the pool and sun deck area.
- o. No animals are allowed around the sun deck or the pool area. Provided, however, visually impaired persons may use guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may use signal dogs as defined in Chapter 515, Hawai'i Revised Statutes, and physically impaired persons may use service dogs/animals as defined in Chapter 515, Hawai'i Revised Statutes, as necessary to full enjoyment of the property.
- p. For hygienic reasons, infants and other persons who may be incontinent must wear clean waterproof diapers or other leakproof protective clothing to be allowed in the pool.
- q. The swimming pool shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the swimming pool until such substances are removed.
- r. No food or drink may be consumed in the pool area.
- s. Anyone violating the above rules may be asked to leave the pool and adjacent area by the Resident Manager.

V. PARKING AREAS

1. Spaces Reserved. Each apartment has the exclusive right to use an appurtenant parking space and residents must not use any other parking space at any time without prior permission of the owner or residents who has the right to use such other stall. You must live in an apartment to use or rent a parking stall.
2. Loading Areas. No cars may be parked or left unattended at the lobby entrance loading area or in the entry driveway.
3. Tenants' Parking. The Apartment Owner shall advise the Resident Manager in writing of the type of vehicle and license number being used by his lessee or tenant.
4. Workers and Deliveries. When workers are performing work on an apartment or if the owner orders deliveries of any kind, the owner shall advise them to use his parking stall or park on the street.
5. Method of Parking. Automobiles shall be centered in the parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages.
6. Guest Parking. It is the responsibility of the apartment owners to inform their guests not to park in vacant spaces.
7. Violations. Violators of parking regulations shall have their cars towed away at their own expense. If the violator is a lessee, tenant or guest of an owner, the owner shall be held responsible for payment of the towing charge.
8. Washing Cars, etc. Owners washing, cleaning or polishing cars on the premises shall clean the area thoroughly before leaving and at no time use any space other than their own for such purposes. Car washing must be performed in a manner such that no water spilling occurs. 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.
9. Repairs, Storage. Extensive repairs of a motor vehicle, boat, surfboard, or other equipment and storage of property shall not be permitted in the parking stalls.
10. Licensing. All vehicles entering the premises must be in operating condition with current vehicle license and safety stickers. All vehicles must be driveable and in compliance with this section or the vehicle will be towed from the premises at the owner's expense.
11. Management is not responsible for the damage to, or theft of any automobile, motorbike or bicycle or equipment from the parking areas or any other area of the project.
12. Parking stalls must be maintained in a clean condition with no leaking oil, grease or transmission fluid. You may contact the Resident Manager for chemicals to use in

cleaning the stall. There is no charge for the chemicals. If after receiving notice of a parking stall needing cleaning and if it is not cleaned in a timely manner, the Resident Manager will clean the stall for you and the owner of the apartment will be billed for the service. Please do not use cat litter as an absorbent to soak up the oil. This material then is scattered by the wind throughout the parking lot.

VI. NOISE

1. Avoid excessive noise of any type at any time. Consider other residents at all times.
2. Hold your front door so as to avoid its slamming due to the wind. When using the service rooms or stairwell, do not allow the doors to slam.
3. No workers will be allowed in the building before 8:00 a.m. or after 7:00 p.m., except in an emergency.
4. Radios, TVs, stereos, etc., must be played at reduced volume after 10:00 p.m., and before 7:00 a.m.
5. When guests are leaving at night, noise must be kept at a minimum.
6. Excessive noise at any time should be reported to the Resident Manager who will take appropriate action.

VII. BUILDING MODIFICATIONS

1. No structural changes of any type shall be permitted either within or without an apartment without prior written approval and consent of the Board of Directors and other owners as may be required by the provisions in the governing documents and the Condominium Property Act.
2. No awnings, shades, windbreaks, etc., shall be installed on lanais or the outside of the building.
3. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai.
4. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.
5. No radio or TV antenna shall be erected or maintained by owners outside the physical confines of an apartment; provided, however, antennas and satellite dishes which are covered by the attached Antenna Policy will be permitted only as described in that Policy.

6. All draperies and vertical or horizontal blinds shall be white or off-white or lined with such material to create a uniform appearance from the exterior
7. No additions or alterations to the original design of the apartment will be permitted which are visible from the exterior of the building.
8. So as to standardize the process of glass tinting, the only type of tinting that is approved for use at 1134 Kinau is Neutralux Transparent Window Film, NG-50-CSR (gray) as distributed by AMCO Glass Tinting Company. No other color or treatment of glass is authorized or approved other than that specified. The tinting process must be maintained in good condition, or removed in total. Any owner desiring to install the tinting must submit an application to the Board of Directors and receive written approval from the Board prior to the installation. The application can be obtained from the Resident Manager.
9. All occupants are reminded that they are responsible for water pipes and waste water pipes within the boundaries of their apartment. This includes clothes washer, hoses, toilet wax rings, pipes leading to the sinks, ice maker, dishwasher, etc. Any damages to other apartments caused by-water leaks will be the responsibility of the owner of the apartment causing the damage.
10. None of the provisions of the project documents are intended to be in contravention of the State or Federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Act when acting upon request by handicapped persons to make reasonable modifications, at their cost to apartments and or the common elements of the project if the proposed modifications are necessary for the full enjoyment of the project. The Board will also comply with the provisions of the Fair Housing Act when acting upon request by handicapped persons for exemptions from any of the provisions of the project documents which would interfere with said handicapped person's equal opportunity to use and/or enjoyment of their apartment and/or the common elements of the project.

VIII. GENERAL

1. Furniture placed in common areas is for use in those specific areas and must not be moved therefrom.
2. Maintenance personnel shall not be asked to do work within the area of any apartment or asked to leave the premises for any reason.
3. No solicitation or canvassing will be allowed at the project. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements provided such solicitation occurs at a reasonable time, place and manner.

4. Advance notice must be given the Resident Manager when household goods or large items of furniture are to be moved in order that the elevator can be protected by pads and proper scheduling can be maintained.
5. The Resident Manager is not required to give access to apartments or lockers without the written permission of the owner.
6. Owners shall file their name, address and phone number and signature with the Resident Manager.
7. Each apartment owner shall observe and perform these House Rules and ensure that all occupants, their families, tenants, and their guests, employees and any other persons using the Project on their behalf also observe and perform these House Rules. Apartment owners will be responsible for their guests' observance of all House Rules as set forth herein. In the event expenses are incurred due to violations of House Rules by occupants, their families, tenants, and their guests, employees and any other persons using the Project on their behalf, the Owner shall be responsible for payment of same.

IX. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF APARTMENT OWNERS OF 1134 KINAU SHALL GIVE THE BOARD OF DIRECTORS OR ITS AGENT THE RIGHT TO:

1. ENTER THE APARTMENT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE AT THE EXPENSE OF THE DEFAULTING APARTMENT OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN CONTRARY TO THE INTENT AND MEANING OF THE PROVISIONS HEREOF AND THE BOARD OF DIRECTORS OR THE MANAGEMENT FIRM SHALL NOT THEREBY BE DEEMED GUILTY IN ANY MANNER OF TRESPASS; OR
2. TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEY'S FEES, SHALL BE BORNE BY THE DEFAULTING APARTMENT OWNER.
3. IMPOSE SUCH PENALTIES AND FINES AS IT DEEMS APPROPRIATE AND THE UNPAID AMOUNT OF SUCH PENALTIES AND FINES AGAINST ANY APARTMENT OWNER SHALL CONSTITUTE A LIEN AGAINST HIS INTEREST IN HIS APARTMENT WHICH MAY BE FORECLOSED BY THE BOARD OF DIRECTORS OR MANAGING AGENT IN THE SAME MANNER AS PROVIDED IN THE CONDOMINIUM PROPERTY ACT. FOR COMMON EXPENSES.

ASSOCIATION OF APARTMENT OWNERS OF 1134 KINAU

ANTENNA INSTALLATION POLICY

I. Background

This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of 1134 Kinau in conformance with the Over-The-Air Reception Devices ("OTARD") rule of the Federal Communications Commission (47 C.F.R. Part 1, Subpart S. § 1.4000 et seq.), as amended ["FCC Rule"] governing installation of certain antennas described below.

This Antenna Installation Policy shall be binding upon all owners, occupants, tenants, and other persons using the condominium project and shall supersede any previously adopted rules on the same subject matter.

A. Existing Restrictive Covenants

The Association's Bylaws provide:

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

(n) No apartment owner or occupant shall erect, place or maintain any television or other antennas on said project visible from any point outside of the project .

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

B. Antenna Installations Affected by the FCC Rule

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

- (1) Dish antennas one meter or less in diameter used to receive direct broadcast satellite service, including direct-to-home satellite services or to receive or transmit fixed wireless signals¹ via satellite; or

¹ In the case of an antenna that is used to transmit fixed wireless signals, the provisions of this Policy shall apply only if a label is affixed to the antenna that: (1) provides adequate notice regarding potential radiofrequency safety hazards, e.g., information regarding the safe

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

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

For purposes of this section, "fixed wireless signals" means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. Fixed wireless signals do not include, among other things, AM radio, FM radio amateur ("HAM") radio, Citizen's Band (CB) radio, and Digital Audio Radio Service (DARS) signals. Thus, for example, any broadcast antennas (*e.g.*, ham radio antennas) will continue to be subject to the existing restrictions in the Association's governing documents and Chapter 514A, Hawai'i Revised Statutes. Furthermore, the FCC Rule only covers antennas installed "on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property." Antennas installed on property that is not within the exclusive use or control of the antenna user or property in which the antenna user does not have a direct or indirect ownership interest are not covered by the FCC Rule.

II. Restrictions on Antenna Installations Subject to FCC Rule

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

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

minimum separation distance required between users and transceiver antennas; and (2) references the applicable FCC-adopted limits for radiofrequency exposure.

- B. Except as provided herein with respect to limited common elements, no antenna or mast shall be installed, used, or maintained on or in the common elements of the project. No antenna or mast may encroach upon any common element, any limited common element not within the antenna user's exclusive use and control, any other owner's apartment, or the air space of another owner's apartment or the air space of any limited common element that is not within the antenna user's exclusive use and control.
- C. Except as otherwise provided herein and subject to the other provisions herein, antennas covered by the FCC Rule may be installed, used, and maintained on or in limited common elements (as defined in the Declaration) which are appurtenant to and adjacent to the owner's apartment, provided, however, that:
1. No antenna shall be installed, used, or maintained on or in a limited common element that is not within the exclusive use or control of the antenna user;
 2. No antenna shall be installed, used, or maintained, without the prior written consent of the Board of Directors, on or in any limited common element if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- D. Subject to the provisions herein, antennas may be installed, used, and maintained in the apartments (as defined in the Declaration); provided, however, that no antenna shall be installed, used, or maintained in any apartment without the prior written consent of the Board of Directors, if the installation, use, or maintenance will involve a penetration through, alteration of, addition to, or modification of any limited common element that is not within the exclusive use or control of the antenna user and/or any common element (general or limited) that the Association is required or permitted to repair and/or maintain.
- E. If acceptable quality signals can be received (or transmitted) by placing antennas and masts inside an existing apartment without causing an unreasonable delay or an unreasonable increase in cost, then outdoor installation is prohibited. In any event, antennas and masts shall be placed in locations which are not visible from either the exterior of the apartment or limited common elements appurtenant to the apartment, or the exterior of the project, unless such placement would impair the installation, maintenance, or use of the antennas, in which case the following requirements shall apply:

1. Antennas and masts shall be placed in the least visually obtrusive location, which would not preclude reception (or transmission) of an acceptable quality signal. As used in this Antenna Installation Policy, "preclude reception (or transmission) of an acceptable quality signal" means that reception (or transmission) would be impossible or would be substantially degraded.
 2. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received (or transmitted) from this location.
 3. Antennas visible from the street, the common elements, or from other apartments shall be placed so as to be camouflaged by existing landscaping, fencing, or other structures if an acceptable quality signal may be received (or transmitted) from such placement.
 4. If no existing landscaping or screening exists, the Board of Directors may require antennas to be screened by new landscaping or screening of reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the antennas.
 5. The antennas and masts shall be painted to blend in with the surrounding background surfaces to the extent that this will not preclude reception (or transmission) of an acceptable quality signal. No bare metal may be exposed.
 6. Exterior antenna wires shall be installed so as to be minimally visible.
 7. Antennas and masts shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
- F. Any installer of an antenna, other than the owner, shall provide the Association with proof of such insurance as may be required by the Board from time to time. Masts shall be installed by licensed contractors providing proof of insurance with the following minimum limits:
- a. Commercial General Liability (including Completed Operations): \$1,000,000.00 and
 - b. Workers' Compensation: Statutory Limits
- G. Owners shall not permit their antennas or masts to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance and repair of

antennas and masts. Owners shall be responsible for repair or replacement if the exterior surface of the antenna or mast deteriorates.

- H. Installation shall be performed in such a manner that it does not damage the common elements, limited common elements or apartments of other owners, or void any warranties of the Association or other owners. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damages to the common property, other lots, and any other property damaged by antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by antenna maintenance, or use;
 - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
- I. In the event that the Board of Directors reasonably determines that it needs to perform maintenance which will require removal of any antenna, the owner shall remove the antenna. The Board of Directors shall give the owner at least thirty (30) working days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal or relocation of an antenna required under this provision shall be performed by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.
- J. No more than one antenna of each type of service may be installed by an owner.
- K. Antenna installations shall not present any structural or safety concerns and shall comply with all applicable statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules or regulations have been preempted by the FCC Rule.

The FCC has recognized that safety concerns may be presented by masts higher than 12 feet. Safety concerns may also be presented by installation of any mast whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation. No mast may be installed which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation without prior Association approval. Any request for approval of a mast which exceeds 12 feet in height or whose height exceeds the distance to neighboring property or public rights of way measured from the point of installation shall include a detailed description of the structure and anchorage of the antenna and mast, as well as an explanation of the necessity for a mast of this size. If the installation will pose a

safety hazard to Association residents or personnel, then the Board of Directors may prohibit such installation. The notice of rejection shall specify the safety risks.

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

Antennas are required to withstand winds of 80 mph.

- L. If these rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association position is enforceable, a fine of \$100.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines may be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
- M. Antennas shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, electrical service equipment, or any other areas in which access is necessary for the safe operation of the condominium project. The purpose of this requirement is to ensure safety of Association residents and personnel.
- N. Owners shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any antenna. Owners shall reimburse other owners, residents, and persons for damage to their property caused by the installation, maintenance, or use of the owners' antennas or masts. Owners shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the owners' antennas or masts.
- O. Any owner permanently removing any antenna shall, at his/her sole cost and expense, restore the installation location to its original condition.
- P. Pursuant to the FCC Rule, the Association reserves the right to petition the Federal Communications Commission for a waiver allowing the adoption of restrictions on antennas which would otherwise be preempted. In the event that such a waiver is granted, antenna installations which are not in compliance with such restrictions may be required to be brought into compliance within a

reasonable time as determined by the Association, acting through its Board of Directors.

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

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

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

I certify the policy above was adopted at the 9/4/08 Regular Meeting of the Board of Directors.


_____, Secretary
Association of Apartment Owners
of 1134 Kinau

9/19/2008
Date