

# *Naniwa Gardens*

## *House Rules*

*Revised & Adopted  
May 26, 2010*

**HOUSE RULES  
OF THE  
NANIWA GARDENS ASSOCIATION OF APARTMENT OWNERS  
REVISED & ADOPTED MAY 26, 2010**

RULES AND REGULATIONS

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**HOUSE RULES  
OF THE  
NANIWA GARDENS ASSOCIATION OF APARTMENT OWNERS  
REVISED & ADOPTED MAY 26, 2010**

The following administrative rules and regulations (“House Rules”), have been duly adopted by the Board of Directors of the Naniwa Gardens Association of Apartment Owners (“Association”) pursuant to authority of Article V, Section 4 of the By-Laws of the Association of the Apartment Owners of Naniwa Gardens (“By-Laws”) and shall apply to the above-named condominium project and to all present and future owners, lessees and occupants of any apartments of the project and all other persons who shall at any time use the project.

**ARTICLE I – ENFORCEMENT**

Section 1. **Authority.** Compliance with the House Rules is required by Section 514A-88, Hawaii Revised Statutes, and Section I of the Declaration of Condominium Property Regime (“Declaration”) of Naniwa Gardens.

Section 2. **Receipt for House Rules.** Prior to moving in, each new owner or lessee shall be provided a copy of the House Rules by the Resident Manager and shall acknowledge receipt for the same on the form appended hereto as Appendix A, which shall then be detached from the House Rules and placed on file in the Resident Manager’s office. The terms of any written lease between an owner and a lessee shall incorporate the House Rules by reference and require compliance by the lessee.

Section 3. **Costs of Enforcement.** In accordance with Article V, Section 5 of the By-Laws, the cost of enforcement is the obligation of the apartment owner responsible for the conduct of the person violating the House Rules. Additionally, Section 514A-94, Hawaii Revised Statutes, provides in part:

All costs and expenses, including reasonable attorney’s fees, incurred by or on behalf of the Association for:

\* \* \*

(3) Enforcing any provision of the declaration, by-laws, house rules, and the Condominium Property Act;

\* \* \*

against an owner, occupant, tenant, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the association by such person or persons.....

Section 4. **Fines.** In accordance with Article II, Section 2 and Article V, Section 4 of the By-Laws, fines, in addition to written warning, may be assessed against owners, residents, vendors and anyone else using the condominium property as determined by the Managing Agent or Property Manager. The issuance of a fine shall be a remedy in addition to any other action which the Association may take pursuant to law, the Condominium Property Act, the Administrative Regulations of the Real Estate Commission, the Declaration, By-Laws and House Rules. An owner will be jointly and severally liable for the fine along with anyone residing in or using the project through the owner (i.e. tenant, vendor, guest, relative, etc.).

Section 5. **Amount of Fines.** Except as otherwise indicated in these House Rules, a fine of \$100 to \$300, as determined by the Managing Agent, shall apply to any violation of the Declaration, By-Laws, House Rules, Condominium Property Act or Administrative Regulations of the Real Estate Commission. The cost of repairing or restoring the projects shall also be assessed for any violation which involves the modification of any portion of the project. In all cases, however, the owner and violator shall be responsible for the cost of repairs and restoration even if a warning is given. The Resident Manager or Property Manager may treat each violation or continuation of a violation as a separate violation subject to an additional fine. The first violation of any House Rule will always be a warning. The second violation of the same rule will result in a fine of \$100, third violation will result in a fine of \$200, subsequent violations will result in fines of \$300.

Section 6. **Appeal of Fines.** Anyone wishing to appeal a fine shall deliver written notice to the Board of Directors within 20 days after receipt of the notice of the fine. The written notice shall contain a brief statement of the factual and legal bases for the appeal. If said notice is not delivered within 20 days after receipt of the notice of the fine, the fine shall stand and is not subject to review by the Board or any court. The Board shall consider any timely appeal and issue a decision whether the fine will be modified or eliminated. The person appealing the fine may present written or oral evidence to the Board. The Board may assign the obligation of considering the appeal to one or more individuals who were not involved in the issuance of the fine. Any Board member issuing a fine may not be part of the appeal decision process.

## **ARTICLE II – DEFINITIONS**

Section 1. **Owner.** “Owner” means (i) person or persons holding legal title to an apartment, (ii) the lessee of an apartment under the terms of a lease filed with the Board of Directors, and (iii) the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances. One or more of the above definitions may apply to one person.

Section 2. **Lessee.** “Lessee” means a person occupying an apartment pursuant to the terms of a written lease filed with the Board of Directors.

Section 3. **Guest.** “Guest” means a person, other than an owner or lessee, on the premises pursuant to invitation of an occupant owner or occupant lessee.

Section 4. **Resident Manager.** “Resident Manager” means a person or persons residing in the condominium and authorized by the Board of Directors through the Managing Agent to exercise on-site functions of the Managing Agent including enforcement of the House Rules.

Section 5. **Occupant.** “Occupant” means (i) any person lawfully occupying an apartment for any period of time, whether otherwise defined as an owner, lessee or guest, and (ii) an owner entitled to possession of an apartment not leased by such owner to another person.

Section 6. **Person.** “Person” means an individual, firm, corporation, partnership or other legal entity.

Section 7. **Premises.** “Premises” means the entire condominium project, consisting of apartments, common elements and limited common elements.

Section 8. **Common Elements.** “Common Elements” is defined in Section A.2. of the Declaration and includes, among other things the land, yards, grounds, landscaping, refuse facilities, swimming pool, recreational facilities, driveways, and common utility facilities.

Section 9. **Limited Common Elements.** “Limited Common Elements” is defined in Section A.3. of the Declaration and includes, among other things, parking stalls, basement storage areas, and elevator foyers.

### **ARTICLE III – GENERAL**

Section 1. **Responsibilities of Owner/Agent for Apartment Occupancy.** All occupants of Naniwa Gardens, whether owner-occupant of lessee, must complete an information card, a sample of which is included as Appendix B, available from the Resident Manager. No apartment owner shall occupy or permit any other person or persons to occupy any apartment for a period of time exceeding forty-eight (48) hours, without obtaining and fully completing and returning an occupant registration form to the Resident Manager at least forty-eight(48) hours in advance of the intended occupancy. This requirement shall be deemed to be satisfied in the event any owner’s lessee obtains, fully completes and returns an occupant registration form within the prescribed time.

Section 2. **Use.** The apartments shall be used only as private residential dwellings. The premises shall not be used for commercial purposes. Residents may entertain guests, as defined in Article II, Section 3 above.

Section 3. **Registration.** Registration with the Resident Manager is required of all apartment owners and tenants. Nonresident owners or their duly appointed agent will be responsible for the registration of their tenants. Registration forms may be obtained from the manager. A fee of Twenty Dollars (\$20.00) will be paid by the owner, agent and/or tenant prior to registering. The incoming owner or tenant will acknowledge receipt for and receive a copy of the House Rules at time of registration. Owners and/or tenants will supply the manager with a completed lease which has been signed by both lessor and lessee prior to commencing occupancy.

Rental agents are required to convey a copy of the rental management contract for each Naniwa Gardens apartment managed by that agent. At a minimum, the contract will include name, address, residence and business telephone number(s) of the rental agent. The entry phone and key fobs will not be programmed with for incoming owner/tenant until registration has been completed.

Section 4. **Noise.** Excessive noise caused by, but not limited to radios, TV, stereo-sets, amplifiers, musical instruments, and parties is prohibited. Excessive noise may be determined by the Resident Manager or any other designated by the said Board. Quiet hours shall be:

**Sundays through Thursday 10:00 P.M. – 8:00 A.M.  
Fridays, Saturdays, Holidays: 12:00 Midnight – 8:00 A.M.**

Section 5. **Responsibility of Owner.** Owners shall be responsible for insuring compliance by their lessees and guests with the House Rules. Owners shall be responsible, including liability for damages, for the conduct of their lessees and guests.

Section 6. **Solicitation.** No soliciting of goods or services or charitable, religious, political or other cause of any nature whatsoever shall be permitted on the common elements.

Section 7. **Keys to Apartments.** As a convenience to owners and tenants, the Association has a voluntary duplicate key program which allows access to an apartment by persons designated by the owner or tenant and by authorized Association representatives. Participation in the duplicate key program is strictly voluntary and an owner or tenant may elect to terminate participation at any time. Upon request, the Association will provide the owner, owner's authorized rental agent, or tenant with a copy of the Duplicate Key Program Agreement (hereinafter referred to as the "Agreement"). The Agreement must be executed by the owner or the owner's authorized agent in order to participate in the program. Tenants may participate if the owner or owner's agent so indicates in the Agreement. Only owners, their agents, and tenants (if authorized pursuant to the Agreement) may authorize use of the duplicate key for access to an apartment, except for access by the Association's designated representative as permitted by Sections 514A-13(f) and 514A-82(b)(6), Hawaii Revised Statutes, and the Declaration and By-Laws of Naniwa Gardens for emergency repairs or the operation of the permitted to have their doors unlocked. Lockout fees are \$10.00 during regular office hours and \$25.00 during after office hours.

Section 8. **Exterior Surfaces.** No awnings, other than the Building Standard Awning, shades, screens, Venetian blinds, window guards, radio or television antennae, or other objects shall be attached to or hung from the exterior of the building or planters or protruding through the walls, windows or roofs thereof, and no notice, advertisement, bill poster, display or other means of communication shall be inscribed or posted on or about the premises (except within apartments in locations not visible from the outside of the buildings) or from the exterior of the buildings, nor shall anything be displayed or projected from the windows of the buildings. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 9. **Air Conditioning.** No occupants shall install any wiring for electrical or telephone installation, or install any machine or air conditioning units, or other equipment or appurtenances whatsoever on the exterior of the project or protruding through the walls, windows, or roofs thereof, whether or not visible outside the building. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 10. **Draperies.** The side of all draperies of curtains nearest the windows, doors or openings facing towards the exterior of the building fronting Hawaii Kai Drive should be of a uniform off-white color. Draperies and curtains shall not be permitted to protrude to the exterior of the building from any opening. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 11. **Screens.** Window and lanai door screens may be mounted by the apartment owner, at his or her sole expense which open inward, upward, or horizontally, provided: (i) window screens may only be mounted on the INSIDE sill; (ii) the screen frame must be made of anodized aluminum identical in color with the dark bronze anodized aluminum window and lanai door frames and must otherwise meet design specifications approved by the Board of Directors; (iii) the screen material must be black screen cloth; (iv) the screens must be maintained in a safe condition, in a neat outward appearance and in compliance with the provisions of this section; and (v) the apartment owner and occupant, by installing or permitting screens to be installed, assume full responsibility for any damage or injury resulting from the installation or subsequent use of such screens and agree to indemnify the Association and the Board of Directors against any such liability. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 12. **Apartment Maintenance.** The repair and maintenance of apartment interiors, lanai awnings, planter contents, and limited common areas is the responsibility of the apartment owner. No Association employee shall repair or maintain these except at the direction of the Resident Manager, or when an emergency threatens damage to that or other apartments or to the common or limited common elements.

Section 13. **Use Limitation.** Nothing shall be allowed, about or kept in any apartment, common or limited element which would overload or impair the floors, walls or roof thereof or cause any increase in the ordinary premium rates or cancellation or invalidation of any insurance thereon maintained by or for the Association, nor shall any noxious or offensive activity be engaged in/on the premises.

Section 14. **Dangerous Substances.** No explosives of any nature whatsoever, including but not limited to fireworks and black powder shall be brought onto, stored or used on the premises. No highly combustible substances except of such nature and in such limited quantity as are usual and incidental to the occupancy of an apartment as private residential dwelling shall be brought onto, stored, or used on the premises.

Section 15. **Glass Tint.** No mirror reflecting glass tint is allowed on any exterior window or lanai glass door. Only glass tint which is not observable from the exterior of the building may be applied. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 16. **Planters Pots.** Planter boxes appurtenant to apartments are not to be altered and are to be painted in the Building Standard color. Obviously oversized plants will not be used in the planters and the Managing Agent will require removal of any plant with a trunk diameter of more than one inch (1"). Plants in the planter boxes will be maintained in such a manner as not to damage the building or create a nuisance to other apartment occupants. Each plant in the planter box must be contained within a pot. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 17. **Refuse.** Trash chutes may be used only from 8:00 A.M. to 10:00 P.M. daily, including holidays, except collections on days during collection hours as posted. All waste materials and refuse not disposable in the apartments shall be wrapped in small bundles and tied securely before dropping down the trash chute. Large, empty cartons, coat hangers and oversized packages and other items likely to clog the trash chute shall be carried down to the trash containers and not be kept in any common areas of the project. Glass jars, bottles and other breakable and other recyclable items shall be taken to the dumpster. Paint, thinner, solvent, gasoline or other combustible materials shall not be put in to the trash chute or dumpster.

Section 18. **Lanais.** No garments, towels, rugs or other objects shall be hung or be exposed from lanais. Lanais may be furnished appropriately with potted plants, tables, chairs, and lounges. Refrigerators or freezers, screens and other articles not usually considered as normal lanai furniture are not allowed on the lanais. Nothing shall be dropped or thrown from lanais, especially cigarettes and cigars butts and firecrackers. The watering of plants, sweeping and mopping of lanais will be done so as not to bother residents below or in adjacent apartments. Waterproof containers shall be placed under all flowers pots. There shall be no cooking permitted on the apartment lanais. This includes the use of hibachis, camp stoves and other such appliances used for the preparation of food.

Section 19. **Dusting and Sweeping.** Garments, rugs, mops or other objects shall not be dusted or shaken from windows, stairways, corridors or fire escape areas of the building or cleaned in the common or limited common elements. Dust, rubbish, or litter shall not be swept or thrown from any apartment or any other room of the buildings into or onto the common or limited common elements. Nothing shall be thrown or emptied by any persons out of windows or doors into or onto the common elements.

Section 20. **Liability for Damage.** Each owner shall be liable to the Association for all costs and expenses, including attorney's fees, incurred by or on behalf of the Association to repair, replace, or restore any damage to or destruction of the common or limited common elements or another apartment unit which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of such owner.

If the damage is not repaired promptly by the owner, the Managing Agent, after due notice to the owner, may contract to have the damage repaired. The invoices for the cost of such repairs plus an administrative fee equal to ten percent (10%) of the repair invoice shall be sent to the owner.

Section 21. **Association Disclaimer of Liability.** The Association, the Board of Directors and all agents and employees thereof shall not be liable in any manner whatsoever for loss, damage, injury or death which occurs in an apartment or in the common or limited elements, unless such loss, damage injury or death shall have been due to the sole fault or gross negligence of the Association, the Board of Directors or any agent or employee thereof.



Section 22. **Exemption for Handicapped Persons.** Notwithstanding anything to the contrary contained herein, handicapped residents shall: (1) be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining any bonds required by the Declaration or By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and (2) be allowed reasonable exemptions from these House Rules, when necessary to enable them to use and enjoy their apartments and/or the common elements, provided that any handicapped resident desiring to make such modifications or desiring such an exemption shall so request, in writing. That request shall set forth, with specificity and in detail, the nature of the request and the reason that the requesting party needs to make such modification or to be granted such an exemption. The Board of Directors shall not unreasonably withhold or delay its consent to such request, and any such request shall be deemed to be granted if not denied in writing, within forty-five (45) days of the Board's receipt thereof or of any additional information reasonably required by the Board in order to consider such a request, whichever shall last occur.

Section 23. **Association Employees.** Association employees may be hired by residents to perform work permitted by law so long as it does not interfere with their normal work schedule at Naniwa. Any work they agree to perform for any resident MAY ONLY BE DONE OUTSIDE THEIR NORMAL WORK SCHEDULE. This means that any work performed by staff for residents must be done after normal work hours or on their scheduled days off. The AOA is not responsible for any of the work performed by staff for residents. Any agreements and arrangements made between residents and staff members is strictly and agreement between them. The AOA will NOT become involved in any issues arising as a result of any work performed by or any agreements made between such parties. Residents by allowing staff members to perform any work in their units, become solely responsible for all actions arising from such arrangements. Association Employees may not violate any House Rules in performing any such work including those hours restricted to contractors.

#### **ARTICLE IV – COMMON AND LIMITED COMMON AREA**

Section 1. **Obstruction of Ingress and Egress.** The driveways, lobby, elevators, stairs, walkways, garage areas, and other similar areas for ingress and egress only and shall not be obstructed or USED FOR PLAY. Nothing shall be stored in the common elements without the prior approval of the Board.

Section 2. **Common Area Furnishings and Equipment.** No occupant shall, nor allow his guest to, alter, abuse or remove any common area furnishing or equipment. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 3. **Pickup and Delivery.** No item of any description other than daily newspaper may be kept or left in the common areas whether for pickup, delivery purposes or otherwise.

Section 4. **Speed Limit.** Vehicular speed limit is five (5) MPH in the driveways and garage areas.

Section 5. **Fire Equipment.** Fire doors must remain closed at all times. Tampering with fire alarms and other fire safety equipment is a criminal offense and will result in prosecution.

Section 6. **Signs and Notice.**

- A. No occupant or other person shall place any sign or notice on the premises except in those spaces designated by the Board of Directors and as set forth in Paragraph B below
- B. A generic “Open House” sign will be furnished by the Association for Realtors to use during open house in the building. The person conducting open house will be responsible for placing the generic sign on the Koko Head side of the driveway street-side – and on Naniwa Gardens property.

Section 7. **Elevators.** Bicycles and surfboards are not permitted in any elevator. Smoking is prohibited in all elevators. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 8. **Delivery.** Delivery is defined as “the bringing in or removal from the premises of one or more items or a size or weight that cannot be handled by one (1) person without the aid of mechanical means (which would include hand trucks and dollies, but exclude small carts designed for groceries or luggage) and/or those items which may cause damage to the common elements or limited common elements.” Persons planning to deliver items into or out of Naniwa Gardens must schedule the use of the elevator with the Res. Mgr. at least (2) two days prior to the delivery. The person ordering delivery must assume responsibility for any damage to the premises, and a one hundred dollar (\$100.00) deposit will be furnished the Res. Mgr. prior to the delivery. Upon completion, the deposit will be refunded if no damage to the common or limited common areas has been done. If there is damage, the deposit will be retained until there is satisfactory settlement of the damage claim. Delivery into or out of Naniwa Gardens is restricted to the hours of 8:30AM to 4:00PM Monday through Saturday. Deliveries on Sundays or holidays are prohibited. Any debris created by the delivery must be cleaned up by the resident and/or whoever makes the delivery to the Res. Mgr.’s satisfaction. If the Resident Manager is not made aware of such delivery, or receive the deposit as required, so that he can determine requirements for preparation of the elevators, he will refuse to allow access to our property for delivery until such time as proper notification and deposits are made to the Resident Manager.

Section 9. **Moving Procedures.** Persons planning to move into or out of Naniwa Gardens must schedule the use of the elevator with the Resident Manager at least three (3) WORKING DAYS prior to the move. The person moving must assume responsibility for any damage caused by movers to the premises. A One Hundred Dollar (\$100.00) deposit will be furnished to the Resident Manager prior to the move. Upon completion of the move, the deposit will be refunded if no damage to the common areas has been done. If there is damage, the deposit will be retained until there is satisfactory settlement of the damage claim. Moving into or out of Naniwa Gardens is restricted to the hours of 8:30 A.M. to 4:00 P.M., Monday through Friday. Weekend, holiday and evening/night moving is prohibited. This applies to “self – moves” as well as employing commercial movers. The required One Hundred Dollars (\$100.00) deposit shall be

forfeited if the restrictions relating to moving hours are violated. Moreover, if such required deposit has not been made prior to the move as indicated above, a penalty sum of One Hundred Dollars (\$100.00) shall be levied against the apartment owner. Furniture, boxes, etc, must not be dragged on elevator or lobby floors. Dollies, if used, must have rubber wheels to protect the floors. All debris in the common and limited areas created by the move must be cleaned up by the mover to the Resident Manager's satisfaction. If the Resident Manager is not made aware of the move, or receive the deposit as required, so that he can determine requirements for preparation of the elevators, he will refuse to allow access to our property for the move until such time as proper notification and deposits are made to the Resident Manager.

Section 10. **Bicycles, Tricycles, etc.** The riding of bicycles, tricycles, scooters, skates, skateboards or any wheeled vehicle is prohibited anywhere in the common areas.

Section 11. **Storage Lockers.** The maintenance and security of the individual basement storage lockers is the full responsibility of the occupant. The Association will not be responsible for loss of any property therein due to theft, damage, fire, mysterious disappearance or any other cause whatsoever. Volatile, flammable or odorous items shall not be stored in the lockers.

Section 12. **Smoking.** Smoking is banned in all common areas at Naniwa Gardens and therefore only permitted within your own unit.

## **ARTICLE V – RENTALS**

Section 1. **Registration.** Residents, nonresident owners or agents who rent, loan, or otherwise permit occupancy of their apartments shall require the new occupant to register with the Resident Manager in accordance with Article III, Section 1 and receive a copy of the House Rules. The owner shall be responsible of the actions or omissions of his agent or the apartment occupant.

Section 2. **Moving Procedure.** All Renters must comply with the moving procedures as stated in Section 8, Article IV above and are subject to the same conditions and penalties for failure to comply.

Section 3. **Notification of Unoccupied Apartment.** Owners and/or rental agents are requested to notify the Resident Manager when their apartment is unoccupied. Occupants are requested to give notice to the Resident Manager when they will be absent from the premises for an extended visit elsewhere and if someone will be occupying the apartment. The visitors must contact the Resident Manager on arrival. This is for their own benefit and protection in case of emergency. It is suggested that an owner, rental agent, or an occupant arrange to have the apartment inspected periodically if extended nonuse or extended absence is anticipated.

## **ARTICLE VI – PETS**

Section 1. **Permissible Pets.** No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Project, except that owners and occupants may keep **ONLY** small dogs, cats, birds, and fish. No more than two pets in total may be kept in any unit with the exception of fish. Fish can be kept in tanks of no more than 25 gallons in size.

Section 2. **Pet Registration.** All individuals planning to bring a pet into the building must have approval in writing from the Resident Manager for the pet. Prior to the pet being brought on property, the pet owner must also complete and submit to the Resident Manager the following:

- 1) A Pet Registration form with a photo required for a bird, dog, or cat.
- 2) A Shot Record signed by a Veterinarian for either a cat or dog. The report must be renewed annually and submitted to the Resident Manager.
- 3) A signed Association form that indemnifies the Association and holds it harmless against loss or liability of any kind, including attorney fees, arising from their pets. The form must be signed by the pet owner(s).
- 4) A Certificate of Insurance evidencing minimum liability coverage of \$300,000.

Upon receipt of these forms, the Resident Manager will provide a copy of the pet rules to the resident for review and signature.

Section 3. **Pet Restrictions.**

A. Pets shall not be kept, bred, or used for any commercial purposes.

B. Dangerous and/or aggressive animals are prohibited. Dog breeds specifically prohibited are Pit Bulls, Rotweilers, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinschers, Chows, Great Danes, St. Bernards and Akitas. Mixed dogs with any portion of any of the above breeds are prohibited. Dogs of any breed in excess of 25 pounds are prohibited.

C. Pets must be confined to the pet owner's apartment, must not be allowed to roam free, and may not be tied unattended in any common area.

D. The use of the common areas by the pet is restricted to the elevator, lobby, parking garage, and driveway while in transit from and to the property. Pets are prohibited from all other limited common, and common areas.

E. Pets in transit are to be restrained by a short leash, in complete control of the owner or handler or placed in an animal carrier.

F. Dogs may be toileted only on the grass between the sidewalk and Hawaii Kai Drive at the front of the property. Persons who walk dogs are responsible for immediately cleaning up after their dogs, and discarding securely bagged pet dropping in the trash dumpsters. Cat litter may not be disposed of in toilets, nor may any pet waste be dropped down trash chutes unless securely bagged.

G. Pet owners are responsible for any damage to the common elements or to another apartment caused by their pets. Any damage caused by cleaning chemicals or other materials used in an attempt to remedy said damage by a pet, is also the full responsibility of the pet owner.

H. Visiting Pets are prohibited.

I. Residents are prohibited from feeding wild birds from limited common areas, common areas or from their lanai.

J. Occupants may keep trained guide dogs, signal dogs, or service animals, and such animals shall be allowed to walk throughout the common elements while carried or on a leash. This exception shall also apply to trained guide dogs, signal dogs, or service animals belonging to handicapped guests of occupants.

K. No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance and unreasonable type of behavior Include, but are not limited to, the following:

- 1) Pets that exhibit any form of aggressive, vicious or violent behavior.
- 2) Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any resident at any time of day or night.

Section 4. **Removal.** Complaints regarding pet behavior must be brought to the attention of the Resident Manager, a Board Member, the Managing Agent, or the Board as a whole. Complaints may be oral or in writing. Following investigation and verification, Pet owners will be provided with written notice stating the nature of the complaint and given an opportunity to correct it. Failure to correct the complaint or repeated offenses could be determined nuisance or unreasonable type behavior. In accordance with the By-Laws, any pet causing a nuisance or unreasonable disturbance to any other occupant of the project shall be permanently removed therefrom promptly upon notice given by the Board of Directors or Managing Agent.

## **ARTICLE VII – PARKING**

Section 1. **Parking Stalls.** Only vehicles with current registration, safety stickers, with current insurance and in operable condition maybe parked on the property. Owners or lessees motorized vehicles shall be parked only in their assigned parking stalls. All vehicles shall be parked wholly within a parking stall. No portion of a vehicle may extend beyond the stall or into any part of the lines marking the boundaries of the stall. Guest vehicles maybe parking in unused assigned stalls of the HOST owner or lessee or in guest parking stalls, provided a guests use of a guest stall shall not exceed twelve (12) consecutive hours. No items of a personal property other than a motorized vehicle shall be stored or left in the parking stalls or surrounding area. Owners and lessees shall maintain their assigned parking stalls in a clean condition free from accumulation of oil, as shall renters of additional stalls.

Section 2. **Vendor’s Stall.** Parking stalls reserved and designated for Vendors will not be used by residents or their guests at any time.

Section 3. **Wash Stall.** Vehicles shall be washed only in the stall designated for that purpose.

Section 4. **Vehicle Repair.** No major repairs maybe made to any vehicle on the premises. "Major Repair" is defined as a repair that may involve excessive noise, or spillage of oil or take more than one (1) hour to complete.

Section 5. **No Parking Area.** Parking is prohibited in those areas posted with "No Parking" signs. A maximum time limit of ten (10) minutes is allowed for loading and unloading vehicles in these areas.

Section 6. **Violation Penalties.** Pursuant to Section 290-11, Hawaii Revised Statutes, violators of the above rules are subject to having their vehicles towed from the premises at the vehicle owner's expense and risk as stated on the "No Parking" signs posted on the premises. The penalties in this section are in addition to any fines that may be assessed.

Section 7. **Parking Stall Rentals.** Up to twenty (20) guest parking stalls are available for monthly rental by residents. See Resident Manger for additional information.

## **ARTICLE VIII – SWIMMING POOL**

Section 1. **Hours of Use.** The swimming pool may be used only between the hours of 8:00 A.M. to 10:00 P.M. daily.

Section 2. **Guests.** Guests must be accompanied by a RESIDENT in the pool area. There is a limit of four (4) guests per apartment in the pool area. For more than four (4) guests, authorization from the Resident Manager must be received PRIOR to the occasion.

Section 3. **Attire.** Swimming in other than proper swim attire is not permitted. Hairpins, bobby pins, and/or hair rollers must be removed before entering the pool.

Section 4. **Horseplay.** Running, pushing, or shoving in the pool area is prohibited. Diving into the pool from the walls surrounding the pool, from table tops, chairs or any pool furniture, is also prohibited.

Section 5. **Noise Level.** Boisterous and loud conduct in the pool or pool area is not allowed. Earphones must be used if a radio is played in the pool area.

Section 6. **Glassware.** Glassware, bottles, ceramics, chinaware, or other breakables shall not be used in the pool area. Used paper plates, paper cups, etc. must be removed by the owner when leaving the pool area.

Section 7. **Equipment and Pets.** Swim fins, masks, snorkels, rafts, large plastic or rubber toys, floats, surfboards of any size, or other pieces of play or swim equipment with the exception of children's water wings may not be brought into the pool. Pets, except guide animals relied upon by handicapped persons, are not allowed in the pool or in the pool area.

Section 8. **Personal Belongings.** Towels, mats, bathing caps, and other personal belongings must be removed by the owner when leaving the pool area.

Section 9. **Pool Furniture.** Pool furniture shall not be removed from the pool area or reserved. Personal, appropriate pool furniture may be used in the pool area. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 10. **Interference with Pool Facilities.** Residents or their guests must not interfere in any manner with any portion of the swimming pool, lighting equipment, electrical connections, or plumbing devices. Pool lifesaving equipment may not be used except in emergencies.

Section 11. **Health Requirements.** All persons afflicted with any disease accepted by the medical community as communicable through causal contact shall be excluded from using the pool.

(a) "Spitting, spouting water, blowing the nose in the swimming pool, is strictly prohibited."

Section 12. **Dripping Bathing Suits.** Residents and their guest must wear shoes or slippers when using the elevator, on returning from swimming. Dripping bathing suits and wet feet must be thoroughly dried before entering the elevator floors but also creates a dangerous and slippery condition for others. Occupants who persist in ignoring this requirement may be barred from using the swimming pool.

Section 13. **Minor Persons.**

(a) NO LIFEGUARD IS ON DUTY AT THE POOL. The pool areas are for the exclusive use of apartment residents and their guests. Pool guests are limited to four per apartment without prior approval of management, and access to the pool, jacuzzi, and sauna areas shall be restricted to those with a security key. An owner's or residents family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, Jacuzzi, and sauna and for ensuring that all rules for those facilities are obeyed. Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters.

(b) All policies shall be age neutral and applied to all persons equally.

(c) 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 should 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. Persons who are incontinent or not toilet-trained shall not use the pool.

Section 14. **No Lifeguard.** Residents and their guests may use the swimming pool with the understanding that there is no lifeguard on duty at any time.

## **ARTICLE IX – ACTIVITY ROOM**

Section 1. **General.** All parties or social functions must take place within the individual apartments or in the Activity Room. No parties may take place in common elements such as, but not limited to, the lobby, swimming pool and adjacent area, the garden or gazebo, etc. which are reserved for the use of residents and their guests (to the number of four (4) as indicated in Section 2, Article VIII above.

Section 2. **Use.** Use of the Room is restricted to residents who are responsible for the actions of their guests. Requests for **ANY** use of the Room for any purpose must be made through the Resident Manager, and is subject to the signing of the agreement form appended to this document. The resident who reserved the room must be present at all times.

Section 3. **Deposits and Use Fee.** A deposit of \$100.00 is required, refundable in its entirety or a portion thereof, depending upon the condition in which the Activity Room and its contents have been returned by the users. The deposit may be applied to the cost of cleaning, repairs, and fines. Upon full inspection and recommendation of the Resident Manager, the user can be assessed additional charges if damages exceed the deposit. There is a Use Fee of \$25 which is required with each reservation to help defray the additional costs to common area maintenance for using this room. Two separate checks are required with each reservation, one for the deposit in the amount of \$100 which is fully refundable if room is returned in proper order and one for \$25 which is required payment for the use of the room and is NOT refundable. The only exception to the requirement for deposits and use fee is for official business or activities sponsored by the Naniwa Gardens AOA.

Section 4. **Cleanup and Security.** If food and/or beverages are served, all trash must be removed to the large bins in the trash room the same day as the function.

Section 5. **Restrictions.** No wet bathing attire is permitted at anytime in the Activity Room. No shoes or bare feet are allowed on the furniture. No animals, except guide or assistance animals utilized by handicapped guests, are allowed in the Activity Room. Users of the Activity Room are restricted to the room itself and the lanai immediately adjacent to it. Activity Room users may not make use of any of the common areas indicated in Section 1 of this Article. Entertainment of any description recorded or live, must take place within the Activity Room in that area of the room which is across from the lobby entrance and against the far wall.

Lights out shall be 10:00 P.M. Sundays through Thursdays and 12:00 midnight on Fridays, Saturdays and Holidays. The Resident Manager or any person designated by the Board shall have the option of determining excessive noise levels and empowered to inform the Activity Room users to correct the situation if they are found to be a nuisance. If the Activity Room users refuse to comply with the request to abate the nuisance or if the users violate the restrictions imposed for the use of the Room, the entire deposit of One Hundred Dollars (\$100.00) shall be forfeited. Additional charges for damages, as cited in Section 3 of this Article, may be assessed. No carrying on of any business or trade or political activity whatsoever is allowed in the Room. This includes Tupperware parties, Amway Social/Sales gatherings or other similar sales promotions affairs. Nothing may be hung on the windows, walls or from the ceiling in the Activity Room.



## **ARTICLE X – LIBRARY AND MEETING ROOM**

Section 1. **Use of Meeting Room or Library.** The Meeting Room on the Roof Level above Towers 1 & 2 or the Library on the Roof Level above Towers 3 & 4 can be used for small group meetings between residents or between residents and guests or vendors/contractors without the need for a deposit or use fee. Those using the rooms are expected to keep the room clean and are subject to fines for damage to any property or equipment resulting from the use of these common areas.

## **ARTICLE XI – BAR-B-Q EQUIPMENT AND GAZEBO AREA.**

Section 1. **Hours of Use.** The Bar-B-Q equipment may be used only between the hours of 8:00 A.M. and 10:00 P.M. daily. Quiet hours at the Gazebo are from 8:00 P.M. to 8:00 A.M. daily.

Section 2. **General.** All parties or social functions must take place within the individual apartments or in the social room. No parties may take place in the common elements such as, but not limited to, the lobby, swimming pool and adjacent area, the garden, the gardens or gazebo, etc., which are reserved for the use of residents and their guests. The gazebo area was created for use by residents barbecuing, not for parties.

Section 3. **Use.** Use of the Bar-B-Q equipment and gazebo are is restricted to residents who are responsible for the actions of their guests. Guests must be accompanied by a resident.

Section 4. **Common Area Furniture and Equipment.** Residents or their guests may not alter, abuse or remove any common area furnishing or equipment. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 5. **Noise Level.** Boisterous or loud conduct at the Bar-B-Q equipment or in the gazebo area is prohibited. Excessive noise which may be a nuisance to residents or neighboring properties is prohibited. Excessive will be determined by the Resident Manager or others designated by the Board. Ear phones must be used if a radio is used in the gazebo area.

Section 6. **Clean Up.** Personal belongings and trash must be removed by the owner. Before leaving the area, turn the gas OFF and clean the Bar-B-Q grills. A wire brush located under the sink has been provided for cleaning the grills.

## **ARTICLE XII – EXERCISE ROOM AND EQUIPMENT**

Section 1. **Hours of Use.** The exercise room and equipment may be used only between the hours of 6:00 A.M. and 10:00 P.M. daily.

Section 2. **Use.** Use of the exercise room and equipment is limited to residents and their guests only. Guests are limited to two (2) per apartment and must be accompanied by the resident.

Section 3. **Attire.** Wet swim wear is not allowed in the exercise room. Proper exercise footwear and shirts are to be worn. Bare feet are prohibited.

Section 4. **General.** The equipment has been purchased for the enjoyment of all residents. Please show consideration to others by limiting your use of any machine to a maximum of 30 minutes if others are waiting.

Section 5. **Care of equipment.**

- (a) Refer to manuals and instructions for proper use.
- (b) No banging of weights.
- (c) Use your personal towel to cover seats and backs of the machine when in use and wipe perspiration off the equipment with towel and solution provided.
- (d) No food or beverages allowed; exception is water in a covered sipper type of container.
- (e) When finished, turn off the machine, close windows and doors and turn off the lights.

Section 6. **General.** No resident shall alter, abuse or remove any common area furnishings, equipment or instruction manuals. Such violations will be liable for damage. (Article III, Section 20) A violation of this section shall result in a fine of \$300 plus the cost of repairs and restoration.

## **ARTICLE XIII – CONTRACTORS AND REMODELING**

Section 1. **Parking.** Contractors, repairmen, and others working inside units of Naniwa Gardens must park in the Vendor Stall, in the owners stall, or on the roof or our parking structure in stalls labeled “GUEST”, and register their vehicle at the managers office.

Section 2. **Unloading/Loading.** Contractors, repairmen, and other working inside units at Naniwa Gardens must unload or load supplies and equipment between the Parking Structure and Main Building at the Breezeway. Oversized vehicles may unload or load at the carport in front of Managers Office. **ANYONE PARKING OUTSIDE THESE SPACES WILL BE TOWED.**

Section 3. **Hours.** Working hours are between 8:30AM to 4:30PM Monday through Friday. Contractors are not permitted on the premises until 8:30 AM and therefore are not permitted to unload equipment from their vehicles until that time. No contractors are allowed on the premises on weekends or holidays, and remodeling projects on weekends or holidays performed by residents in their own units cannot include work which create excessive noise or dirt (i.e. hammering, sawing) or requires padding of elevators.

Section 4. **Disposal.** All construction materials is to be taken off the property. No trash is to be left in halls, stairwells, elevators, lobbies, parking structure or basement. Owners, their employees and Agents are responsible for disposing of all construction debris. Use of the trash chutes or dumpsters in the building for disposal of such is prohibited. Owners will be charged for the removal of any trash left in common areas.

Section 5. **Elevators.** The resident manager has floor pads and wall pads for the elevators. Contractors and/or Residents must request and install these items when transporting large items in the elevator. Contractors and/or Residents will be responsible for the cleaning of these pads after each use.

Section 6. **Responsibility.** You will be liable for all repairs for damage to the building and for any cleaning expenses (including, but limited to the vacuuming of carpets and the cleaning of elevators) incurred by you or your employees. The time expended by the Association's employees for cleaning will be charged at a rate of \$25.00 per hour or any fraction thereof. Protective mats should be used at all times to cover elevator floors and other areas which must be used for entry and exit to the building. Do not slide items across floors. The owner and violator are jointly and severally responsible for the cost of repairs and restoration.

Section 7. **Governing Documents.** All Owners, Tenants, Agents and Employees of Owners, including Contractors, Design Professionals and Vendors are required to comply strictly with the provisions of the Project Documents for Naniwa Gardens (Declaration, By-laws, and House Rules) and the provisions of Chapter 514B, Hawaii Revised Statutes.

Section 8. **Board and Owner Approval.** The Project Documents and Chapter 51BA prohibit certain alterations or additions within an apartment without prior written approval of the Board and/or other Owners. Owners or other Occupants who are contemplating remodeling should first consult with the Board of Directors or its Authorized Representative to ascertain whether prior approval is required. Any alteration which involves any load bearing wall or any utility almost certainly requires prior approval. Commencement of any remodeling without approval may result in an Owner having to remove alterations.

Section 9. **Registration.** Owners, Agents and Contractors must register with the Resident Manager prior to commencement of any work.

Section 10. **Certain work prohibited.** Except in those cases where construction or alterations are permitted by the Declaration, no Apartment Owner or Occupant shall erect or place in the Project any building or structure including fences and walls, nor make any additions or alterations to any common elements or limited common elements of the Project, except in accordance with plans and specifications including detailed plot plan, prepared by a licensed architect and approved by a majority of Apartment Owners ( or such larger percentage required by law or the Declaration) including all Owners of Apartments thereby directly affected.

Section 11. **Lanais.** Each Owner of a Residential apartment shall be responsible for the care and maintenance of the lanai which is included in his apartment. Such Owner may not, however, paint or otherwise decorate the walls and ceilings of the lanai without the PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS. It is intended that the exterior of the building shall present a uniform appearance and, to effect that end, the Board may require the painting of wall and ceiling of each lanai and regulate the type and color of paint to be used. Plants or paintings will not be placed on top of lanai exterior walls/railings.

Section 12. **Water shut downs.** Except for emergencies, water shut downs in the buildings are held on the last Thursday of the month. At least one week advance notice must be given to the Resident Manager. Such shut downs are permitted with advance approval between the hours of 9:00 AM and 12:00 PM and again at 1:00 PM and 4:30 PM.

Section 13. **Contractor Requirements.** Anyone preparing to use a contractor in their unit for any purpose such as repairing, replacing, or remodeling, except in emergency cases, must schedule such work with the Resident Manager at least 72 hours prior to the start of scheduled work. In addition any such work will require a deposit by check in the amount of \$500 payable to Naniwa Gardens AOA from the contractor, which will be held until the completion of all associated work. Any damage caused by the contractor will be immediately repaired by the contractor to satisfaction of the Resident Manager, or the deposit check will be cashed and the funds will be used to repair such damage. Additional funds, if any, required to make the repairs will be charged back to the unit owner. It is the responsibility of the owner to obtain the deposit from the contractor or make the deposit on behalf of the contractor.

If the Resident Manager is not made aware of such work, or receive the deposit as required, so that he can determine requirements for preparation of the elevators prior to the commencement of this work, he will refuse to allow access to our property and your unit to the contractor until such time as proper notification and deposits are made to the Resident Manager.

## **ARTICLE XIV – ANTENNAS, SATELLITE DISHES, AND SIMILAR STRUCTURES**

### **A. Introduction.**

This Section is adopted by the Board of Directors pursuant to Hawaii Revised Statutes §514A-89, Article V, Sections 3(d), (e), (f), (g), (h), (n), (o), and (p), and Article V, Section 4 of the By-Laws. The Board of Directors recognizes that the Federal Communications Commission has adopted Regulations states that it preempts part of Article V, Sections 2(n) and (o) of the By-Laws. It is intended that these rules comply with all lawful provisions of the Federal Communications Commission regulations.

### **B. 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. Examples of video programming services included direct broadcast satellite services, multipoint distribution services, and television broadcast 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 similar in size, weight, and appearance 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.

4. “Exclusive Use Area” means any portion of the resident’s apartment or any portion of the limited common elements as defined in the Declaration which is appurtenant to the resident’s apartment.

5. “General Common Element” means any common elements not a limited common element. Residents do not have the exclusive use or control of any of the general common elements.

### **C. 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 residents shall install or maintain Reception Antennas or Similar Structures on the Project except for Reception Antennas located on the residents 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 onto the General Common Elements does not comply with this rule.

4. Tenants must obtain the written permission of the Owners before installing a Reception Antenna or Similar Structure on any Exclusive Use Areas.

5. 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; 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 acceptance 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 acceptance quality without unreasonably increasing the cost of the installation or unreasonably delaying the installation:

- a. Within the apartment except for the lanai;
- b. Within an Exclusive Use Area inside the structure, if any;
- c. Within the vertical boundaries of the lanai below the top of the railings/walls of the lanai and appropriately screened from the view;
- d. Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai and appropriately screened from the view;
- e. Within the vertical boundaries of the lanai below the top of the railings/walls of the lanai;
- f. Within the vertical boundaries of the lanai above the top of the railings/walls of the lanai;
- g. Within any other Exclusive Use Area if screened from view;  
or
- h. Within any other Exclusive Use Area.

6. 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 Projects and to provide clear access for emergency personnel.

7. 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.

8. 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 be larger than one meter in diameter.

9. Mast 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 related to the 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.

10. No resident may install more than one (1) television antenna or more than one (1) antenna from any video programming service provider.

**D. Installation.**

1. Installation of Reception Antennas and Similar Structures shall be 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. The installer of Reception Antennas or Similar Structures shall, prior to installation, provide the Association with evidence of insurance and name the Association as an additional insured. The insurance shall meet 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 buildings, 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 it is necessary to permit the reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of the installation of the Reception Antenna. The following device shall be used unless it would prevent the reception of an acceptable signal, cause an unreasonable delay in the installation, or unreasonably increase the cost of installation of the Reception Antenna:

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 Reception 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 walls, floors or ceilings of the buildings are necessary to permit reception of an acceptable signal, prevent an unreasonable delay in the installation, or to prevent an unreasonable increase in the cost of installation of a Reception Antenna, 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 damages to the buildings.

8. If Reception Antennas or Similar Structures are visible from outside the apartment, they must be painted to match the color of the building. In addition, the Board may require a resident to install inexpensive screens or plants to shields 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 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.

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.

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.

12. For safety concerns relating to electricity and lighting, 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 as a common expense. A Reception Antenna shall not be installed to receive a video programming signal that is provided by the Association.

**E. 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. Repairing 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 buildings components if the removal is necessary for the orderly completion of the work. Such removal shall take place within 72 hours of written notification, except in emergency conditions, when 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 damages 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 conditions.

F. **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 or any court having jurisdiction over the matter. In the event that the FCC or court determines that there has been a violation, a fine of \$100 shall be imposed. If, after the FCC or court determination the violation has not been corrected within a reasonable time as determined by the Board, additional fines of \$10 a day shall be imposed. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees and costs and expenses if the regulation is validated. In addition, the Association may seek injunctive relief.

2. Prior to the commencement 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.