

KO OLINA HILLSIDE VILLAS

Solar Energy Device Policy (for insertion into Section "H" of the House Rules):

H. BUILDING MODIFICATIONS

6. **Solar Energy Devices.** A Solar Energy Device, as defined in this section below, may be installed so long all of the following conditions are complied with:
- a) **Definitions.**
 - (i) "Solar Energy Device" (hereinafter "**Device**") is defined as any equipment, apparatus, or machine which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation. If the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and ready to be made operational to qualify as a "solar energy device". The phrase "solar energy device" shall not include skylights or windows.
 - (ii) "Installing Owner" refers to such owner who initially installs and/or places the Device ("Original Owner") **and each successive owner**, including but not limited to the Original Owner's heirs, assigns and successors in interest.
 - b) **No Unreasonable Restrictions.** So long as the installation of the Device does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament or violate applicable law, such placement shall not render the Device more than twenty-five percent (25%) less efficient or increase the cost of the Device by more than fifteen percent (15%) if such restriction did not exist. The Board shall not consent to any installation, which would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament or violate applicable law.
 - c) **No Fees or Encumbrances.** The Board shall not assess or charge the Installing Owner any fees or require an encumbrance on title for the placement of a Solar Energy Device.
 - d) **Design Specification for Installation.** The plans and specifications for the installation of the Device, including any plans and specification for modifications or changes to the device after installation, must be prepared and approved by a licensed contractor
 - e) **Board's Consent.** Before the Device is installed, the owner shall first obtain the Board's written consent ("Consent"). The Board's Consent shall be given if the owner agrees in writing that such owner shall:
 - (i) Comply with the Association's solar energy device rules, including but not limited to the Association's design specification for the installation of the Device;
 - (ii) Engage a duly licensed contractor to install the Device; and
 - (iii) Provide a Certificate of Insurance, which names the Association as an additional insured on the owner's insurance policy, to the Association within fourteen (14) days of the Board's Consent for inspection and copying.
 - f) **Confirmation that Installation Will Not Void Any Material or Roof Warranty.** If a material or roof warranty exists before the installation of any Device, the Installing Owner shall obtain written confirmation from the company that issued

the warranty that the proposed installation will not void such material and/or roof warranty, and deliver a copy of such written confirmation to the Association before installing the Device.

- g) Insurance. The Installing Owner shall at all times have and maintain a policy of insurance covering the obligations of the owner arising from the installation, maintenance, repair, removal, or replacement of the Device, until the Device has been removed from the common elements or limited common element(s). The Association shall be named as an additional insured under such insurance policy.
- h) Registration with the Association. All Devices must be registered with the Association within thirty (30) days of such installation, pursuant to H.R.S. §196-7 (2009) or as such statute may be amended. Also, any plans and specifications for modifications or changes to the Device after installation must be delivered to the Association within thirty (30) days of such modification.
- i) Owner's Financial Responsibility. The Installing Owner shall be financially responsible for any costs, expenses, and fees, including but not limited to attorneys' fees and costs, for damages to the Device, the common elements, limited common elements, and any adjacent units, which arise or result from the installation, maintenance, repair, removal, or replacement of the Device, until the Device has been removed from the common elements or limited common element(s). The Installing Owner shall reimburse the Association for any and all of the Association's costs related to damage to the common elements, limited common elements, and any adjacent units, which arise or result from the installation, maintenance, repair, removal, or replacement of the Device.
- j) Owner's Duty to Remove the Device. The Installing Owner shall be financially responsible for removing the solar energy device if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
- k) Violation of the Solar Energy Device Rules. After reasonable notice, the Association may at the Installing Owner's expense remove any Device, which violates any of these Solar Energy Device Rules. If the Association removes a Device, then the Installing Owner shall promptly reimburse any and all expenses incurred from the removal of the Device, including the Association's reasonable attorneys' fees and costs for enforcement of these Rules.

Request for Board Approval of Solar Energy Device Installation

Villa Apartment Owner Name: _____ (“Owner”)

Villa Apartment to be Affected: _____

Villa Apartment Owner’s Current residential address: _____

I, the above-named Owner, hereby request the Board to approve the installation of a Solar Energy Device (the “Device”), which shall be installed at Villa Apartment No. _____.

The plans and specifications for the Device are attached to this Request, which were prepared and will be installed by a duly licensed contractor, and I understand and agree as follows:

1) I hereby agree to follow and comply with all of the solar energy device rules adopted by the Association, as such rules may from time to time be amended.

2) If a material or roof warranty exists before the installation of the Device, I have or soon will obtain written confirmation from the company that issued the material and/or roof warranty, which confirms that the proposed installation will not void such material and/or roof warranty. I will deliver a copy of such written confirmation to the Association before installing the Device.

3) I acknowledge that I must maintain policy of insurance to cover any obligation I may have arising from the installation and maintenance of the Device, and that I must name Ko Olina Hillside Villas as an additional insured. Also, I will provide the Certificate of Insurance to the Association for inspection and copying within fourteen (14) days of receiving the Board’s consent to install the Device.

4) If this Request is approved by the Board, then I shall register the Device with the Association within thirty (30) days of such installation.

5) I, the Owner, am financially responsible for all expenses concerning the Device, including but not limited to the costs of any damages caused by the installation and/or removal of the Device. I shall promptly reimburse the Association for any of the Association's expenses arising out of the installation, maintenance, repair, removal, or replacement of the Device.

6) I, the Owner, am financially responsible for removing the Device, if the Board deems that the Device's removal is reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.

7) All successive owners of the unit, which I am currently the owner of, shall be financially responsible for the Device until its removal.

Enclosures:

- 1) Plans and specifications for installation of the Device
- 2) Written Confirmation that any roof warranty will not be voided (Yes / No)

Owner (print name/s): _____

Owner's signature: _____

Villa Apartment Number: _____

Date: _____

Board/Management Company's Use:

Received on: _____

Sent to Board: _____

Approved by Board: _____

Documents:

- a) Plans and Specifications: _____
- b) Confirmation that materials/roof warranty won't be voided: _____
- c) Proof of Insurance (within 14 days of Board approval): _____
- d) Registration (within 30 days of installation): _____