



Makani Kai Marina

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(Revised 10 / 2019)

Exhibit D: Solar Energy Device Installation

I. Compliance Requirement

The installation of solar energy devices by owners of units shall be allowed upon written consent of the board.

Homeowners (hereinafter referred to as Owner or Owners) wishing to install a solar energy device must first verify that the unit complies with the definition of “Townhouse” as stated in the following statutes:

' 196-7, Hawai'i Revised Statutes, Placement of solar energy devices

' 514B-140, Hawai'i Revised Statutes, Additions to and alterations of condominium.

Whereas, Definitions are as follows;

1. “Solar Energy Device” means any new identifiable facility, equipment, apparatus, or the like 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; including but not limited to all types of building-applied photovoltaics and building-integrated photovoltaics; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it shall be installed in place and be ready to be made operational in order to qualify as a “solar energy device”; provided further that “solar energy device” shall not include passive solar skylights or windows.
2. “Townhouse” means a series of individual houses, having architectural unity and a common wall between each apartment, provided that each apartment extends from the ground to the roof. If any part of a apartment is under or above another apartment, it is not a Townhouse.

Therefore;

Solar installations may only be approved for owners of “Townhouse” units as defined in the Statutes referenced above. Your unit must be contiguous from foundation to roof, otherwise your request cannot be approved by the AOA Makani Kai management and Board of Directors due to noncompliance with the laws governing solar installations within a Condominium regime.

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II. General Rules, Requirements, and Owner Responsibilities

1. A Solar Energy Device may only be installed on the roof of a building to service a Townhouse in such building and nowhere else. Solar Energy Devices may not be installed on the common elements or limited common elements other than on such roofs.
2. No Solar Energy Device may be installed, used, or maintained or encroach upon any limited common element not within the Solar Energy Device user's exclusive use and control, any other owner's apartment, the air space of another owner's apartment, or the air space of any limited common element that is not within the Solar Energy Device user's exclusive use and control.
3. No Solar Energy Device shall be installed, used, or maintained, 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 Solar Energy Device user.
4. Solar Energy Devices shall be placed in the least visually obtrusive location which would not render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%.
5. Solar Energy Devices shall be finished to blend in with the surrounding background surfaces to the extent that this will not render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%. No bare metal may be exposed unless it is stainless steel or copper.
6. Solar Energy Device installations shall not present any structural or safety concerns and shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities.
7. Solar Energy Devices shall be secured so as to withstand the minimum wind loads listed in the most current edition of the City and County of Honolulu Building Code, as amended, at the time of installation.
8. All installations shall be performed in such a manner that they do not damage the common elements, limited common elements, or apartments of other owners, or void any warranties of the Association or other owners.
9. Solar Energy Devices shall not be located in the vicinity of power lines and in no event shall Solar Energy Devices be placed where they may come into contact with electrical power lines or circuits.
10. Solar Energy Devices which use or generate electricity shall be permanently and effectively grounded.
11. Solar Energy Devices shall not be installed in any fashion that will obstruct access to or from any apartment, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium project.

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12. Plumbing and electrical lines cannot run through other apartments and such lines on the exterior of the building must be neatly enclosed and painted to match the exterior of the building.

13. Any tenant wishing to install a Solar Energy Device must seek permission through the owner of the apartment and the owner shall ACKNOWLEDGE and comply with all requirements of these Solar Energy Device Installation rules.

14. Solar Energy Devices must be certified by Underwriters Laboratories and labeled as such. No “homemade” Solar Energy Devices are permitted.

15. The MKM Board of Directors may, but shall not be required to, promulgate standard plans and specifications for the installation of Solar Energy Devices including but not limited to the permitted locations of plumbing and electrical lines serving such devices.

If any term, provision, or part of these Solar Energy Device Installation Rules or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Solar Energy Device Installation rules, 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 these Solar Energy Device Installation rules shall be valid and may be enforced to the fullest extent permitted by law.

Application & Approval Requirements

1. No Solar Energy Device shall be installed, used, or maintained on any common element or limited common element, including but not limited to roofs, without the prior written consent of the MKM Board of Directors.
2. Any Owner proposing to install a Solar Energy Device shall provide the MKM Board of Directors with written notice ninety (90) days prior to anticipated installation. The notice shall include: a) the type of Solar Energy Device including dimensions and other specifications; b) detailed plans showing the location of installation and the manner in which the Solar Energy Device will be installed and how plumbing and electrical lines will be run into the apartment.
3. The necessary information to accompany the written notice are as follows:
 - Panel brochure showing size and weight of panels.
 - Drawing of plumbing routes.
 - The location of the panels for optimum sun exposure.
 - The name of the proposed installer.
 - Copy of the Owner’s Solar Installation Contract, to include a reference of full compliance with “Exhibit D –Solar Energy Device Installation” of the Makani Kai House Rules.
 - Owner’s signed copy of this Exhibit D –Solar Energy Device Installation.

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4. The Unit Owner, prior to installation, shall also provide the Resident Manager with a copy of all applicable governmental permits.
5. If material or labor roof warranty exists at the time a solar energy device is installed, the owner shall obtain confirmation in writing from the company that issued the warranty that the installation of the solar energy device will not void the roof warranty. The owner shall provide the Board with a copy of the confirmation.
6. Prior to the start of any installation, the Unit Owner will schedule an appointment with the Installer and the Resident Manager at the Unit, to explain the installation, pipe routing, and equipment locations.
7. Prior to the start of any installation the Unit Owner will request for a Roof Inspection through the Resident Manager. This will ascertain and document if there are any issues or damage identified on the existing roof prior to the start of the solar installation, and identify any areas that need to be kept clear of solar equipment/components in order to facilitate repairs to windows or other AOA maintained appurtenances.
8. At the completion of the installation, a second "Installation Inspection" is required and requested through the Resident Manager to confirm compliance with installation plan and document any deviations or damages to the roof or structure. A record of the two inspections, prior to and after installation of solar panels and piping will be kept with the Unit Owner and with the Resident Manager. A fee of \$200.00 will be assessed the Unit Owner for the combined Roof Inspection and Installation Inspection.
9. Owner realizes that these are the "Standard Installation Guidelines" for the AOA Makani Kai Marina, and because of the different types of construction, floor plans and orientation of the buildings they may be subject to change. Therefore, the requirements for each installation may change depending on the Unit. The Resident Manager will consult with the contractor, the Board, and any affected neighbors to determine the requirements of each individual installation. Final requirements and approval will be on a "Case by Case" basis.

III. Insurance Requirements / Home Owner Liabilities & Obligations

1. Within 14 days of the Board's approval, the Unit Owner must provide a certificate of insurance evidencing coverage for damage to the Solar Energy Device, common elements, limited common elements, and any adjacent apartments, arising or resulting from the installation, maintenance, repair, removal, or replacement of the Solar Energy Device and naming the Association (AOAO Makani Kai Marina) as an additional insured on such policy. The certificate of insurance shall provide and include verbiage noting that such policy may neither be canceled nor the coverage thereunder reduced (whether or not requested by the owner) except upon sixty (60) days prior written notice to the Association of such cancellation or reduction, sent to the Association by mail. AOA Makani Kai Marina reserves the right to secure appropriate liability insurance coverage for the unit on the owner's behalf, in the event of such reduction or cancellation, and bill the Unit Owner for the additional premiums required for full compliance with these insurance requirements.

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2. The Unit Owner and each successive owner shall at all times have and maintain a policy of insurance meeting the requirements of this rule covering the obligations of the owner under this paragraph and shall name the Association as an additional insured under the policy and provide the Association with a certificate of insurance evidencing such coverage at the inception and upon each renewal of such policy. *Note: It is the Owner's responsibility to disclose and convey these obligations to new owner(s) at the time of sale.*
3. The Unit Owner(s), and each successive owner of the apartment for which the Solar Energy Device is installed, shall be responsible for any costs for damage(s) to the Solar Energy Device, common elements, limited common elements, or any adjacent apartment(s), arising or resulting from the installation, maintenance, repair, removal, or replacement of the Solar Energy Device. The repair, maintenance, removal, and replacement responsibilities shall be assumed by each successive owner until the Solar Energy Device has been removed from the common element or limited common element.
4. Owners shall reimburse the Association for any damage to the common elements or Association property caused by the installation, maintenance, or use of any Solar Energy Device. Owners shall reimburse other owners, residents, and persons for damage to their property caused by the installation, maintenance, or use of the owners' Solar Energy Devices. Owners shall pay any medical expenses incurred by persons injured by the installation, maintenance, or use of the owners' Solar Energy Devices.
5. Solar Energy Devices shall be installed only by licensed contractors providing proof of such insurance as may be required by the Board from time to time. Plumbing and electrical work may be performed only by licensed plumbers and electricians.

IV. Maintenance Obligations of the Owner

1. The ongoing inspection and maintenance of the solar installation shall be the responsibility of the current owner of record of the unit.
2. Owners shall not permit their Solar Energy Devices to fall into disrepair, deteriorate and become unsightly, or become a safety hazard. Owners shall be responsible, at their sole cost and expense, for the maintenance, repair, and replacement of their Solar Energy Devices and for the immediate correction of any safety hazards created by the Solar Energy Devices. Owners shall not permit exterior surfaces of Solar Energy Devices to deteriorate and shall be responsible for repainting, repairing, or replacing the Solar Energy Devices in the event of such deterioration.
3. In the event that the Board of Directors reasonably determines that it needs to perform maintenance on the project which will require removal of any Solar Energy Device, the Unit Owner shall remove the Solar Energy Device to accommodate such maintenance and repair tasks. The Board of Directors shall give the owner at least thirty (30) days prior written notice, where practical to do so, in order that the owner may coordinate with his/her service provider. Any removal, re-installation, or relocation of a Solar Energy Device required under this provision shall be performed by the Unit 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.

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4. Any Unit Owner permanently removing any Solar Energy Device shall, at his/her sole cost and expense, restore the installation location to its original condition.
5. The Unit Owner assumes "ALL" repair and restoration responsibilities for any damage that may occur to the roof, structure, or neighboring units during and after the installation, if such damage is caused by the operation, maintenance, or failure of their solar system. "Responsibilities" shall include reimbursement to the AOA for all costs of materials and labor associated with the repairs. Owner shall be responsible for assurances that all maintenance and repairs are performed by an appropriately licensed contractor recognized and approved by the AOA MKM Board of Directors. All repair and restoration work shall be at the direction of the Resident Manager.

V. Installation Requirements and Guidelines

1. The company installing the Solar Energy Device(s) must obtain a City & County of Honolulu building permit.
2. All components and materials shall be of quality or equivalent to Hawaiian Electric Company's approved material list. All fasteners shall be non-corrosive stainless steel or other material presented to and approved by the Resident Manager.
3. All components and materials shall be installed in a good workmanship manner, conforming to existing plumbing, electrical, and building codes. The company doing the work shall be a licensed contractor. The installation must meet HECO's requirements for solar electric and water heating systems.
4. Placement of collectors, tanks, pipes, etc. shall be in accordance with the approved drawing submitted. If any pipes, tanks, and or collectors are placed on the outside of the Unit, Board approved solid covers that match the siding will have to be included in the installation.
5. Pressure and Temperature Relief valves shall be faced or vented so as to pose no safety hazard to residents or guests should they discharge.
6. Roof Mounting
 - a) Solar panels shall be mounted to the pitch of the roof and shall not protrude more than 12" from the roofline.
 - b) Solar panels and frame support shall, when possible, blend in with the color of the roofing material and with whatever color(s) the Board of Directors or its designated design committee shall deem appropriate.
 - c) There shall be no shiny aluminum or distracting metal exposure of any kind.
 - d) Panels and frame structure shall be mounted in such a way as to conform to City & County codes and conditions.
 - e) All roof penetrations shall be sealed with appropriate base materials.
 - f) Storage tanks or heaters shall not be mounted on the roof.
7. Pipe Runs

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- a) Pipe runs to and from the solar collectors shall be insulated with a closed cell tubular insulation.
 - b) Pipe runs up the side of the building shall be strapped to the wall using copper tube straps with stainless steel screws at intervals not to exceed 6 feet, or as may be necessary for proper installation, safety, and aesthetic purposes. All piping running on the exterior of the unit will have Board approved covers made to conceal it from view.
 - c) Pipe runs in the attic or along horizontal edges, cabinet tops, or baseboards shall be strapped in such a way as to avoid sagging or loose pipes.
 - d) All pipe runs shall be installed straight and plumb in relation to the structure.
 - e) Penetrations shall be sealed with appropriate based roofing sealant.
8. Wiring and Electrical Devices
- a) Electrical panels shall be wired with exterior grade materials sized for the intended electrical current loads. All wiring for electrical panels shall be placed in non-corrosive PVC conduit and fastened using non-corrosive strapping with stainless steel fasteners in the manor described herein.
 - b) Sensor wire shall be strapped to the pipe run.
 - c) Where exposed, the sensor wire shall be coated for protection against UV and the elements.
 - d) All electrical devices, timers, differential controllers, etc., shall be U.L. listed and conform to the City & County codes.
9. Water Heater and Solar Tank Hookups
- a) All plumbing in and around the tanks shall utilize copper and brass fittings.
 - b) No galvanized fitting shall be allowed except for internally insulated galvanized nipples in the heater themselves.
 - c) Solar plumbing system control valves, cross connection control devices, and similar devices shall be readily accessible for service and maintenance.
 - d) Plumbing and configuration of the tank or tanks shall be in such a manner as to be as neat as possible and avoid blockage of storage area access.
 - e) Two (2) ball valves or gate valves shall be installed on the solar feed and return lines to isolate the solar collectors, if necessary.
 - f) Hose bib or boiler drain shall be installed on the collector feed line to allow drainage of the collectors.
 - g) The circulating pump shall be installed on the collector feed line and shall have valves and unions on either side of it.
 - h) If a water filter is installed on the City supply line of the tank, it must be located at least 2 feet below top of the tank to avoid heat damage.

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10. Additional Requirements

Prior to the Unit Owner signing an agreement for solar installation, a list of “Additional Requirements” may be issued by the Resident Manager to the Unit Owner. These requirements will become part of the scope of work for the project and must be completed by the installer or Unit Owner.

VI. Owner Acknowledgements

I have read the Makani Kai House Rules Exhibit D – Solar Energy Device Installation and agree to abide by the rules as stated herein:

Signed: _____

Unit : _____

Date: _____

I have read and been provided with the “Additional Requirements” list and agree to complete these items as part of the scope of work for this project

Signed: _____

Unit: _____

Date: _____