

WEST MOLOKAI ASSOCIATION SOLAR & WIND ENERGY DEVICE INSTALLATION RULES FOR
SINGLE-FAMILY HOMES, TOWNHOUSE UNITS AND CONDOMINIUM UNITS

Adopted by the WMA Board of Directors and WMA Design Committee February 10, 2015

I. STATUTORY AUTHORITY

Section 196-7 Hawaii Revised Statutes
Chapter 19, Maui County Code

II. PROJECT DOCUMENTS

Article III of the WMA DCCR

III. PURPOSE:

The purpose of this Policy is to provide for the regulation of owners engaged in the construction, erection, placement, location and maintenance of Solar and Wind Energy Devices in the West Molokai Association (WMA); and to preserve and protect public health and safety without significantly increasing the cost or decreasing the efficiency of Solar and Wind Energy Devices and associated structures.

IV. DEFINITIONS:

- 1) Solar Energy Devices 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; provided that if the equipment sold cannot be used in place and be ready to be made operational in order to qualify as a solar energy device; provided further that solar energy devices shall not include skylights or windows. Solar Energy Devices must be certified by Underwriters Laboratories and labeled as such. No homemade Solar Energy Devices are permitted.
- 2) Wind Energy Device means any new identifiable facility, equipment, apparatus, or the like which makes use of wind energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation and that is used in the process of converting kinetic energy from the wind to generate electric power. Wind Energy Devices must be certified by Underwriters Laboratories and certified as such. No homemade Wind Energy Devices are permitted.
- 3) Townhouse means a series of individual houses, having architectural unity and a common wall between each unit, provided that each unit extends from the ground to the roof. If any part of a unit is under or above another unit, it is not a Townhouse.
- 4) Single-family home means a building consisting of only one dwelling unit designed for or occupied exclusively by one family. Section 19.04.040, Maui County Code.

5) Condominium means one dwelling unit within a multi-dwelling building.

V. RULES FOR SOLAR & WIND ENERGY DEVICE INSTALLATIONS:

Pursuant to the above statute, Solar and Wind Energy Devices may be installed only in accordance with the following rules:

1. The owner shall notify the WMA Design Committee of the proposed installation. The notice shall include: a) the type of Solar and/or Wind Energy Device including dimensions and other specifications; b) plans showing the location of installation and the manner in which the Solar and/or Wind Energy Device is installed and how plumbing and electrical lines will be run into the owner's home; and c) a copy of any applicable governmental permit. If the owner's home is within a townhome, condominium or sub-association, the notice shall also include proof of approval by the townhome, condominium or sub-association and of compliance with Solar and/or Wind Energy Device rules of the townhome, condominium or sub-association.
2. No Solar and/or Wind Energy Device shall be installed, used, or maintained on any property within the Association without the prior written consent of the WMA Design Committee in accordance with Article III of the DCCR. The submitted request to the WMA Design Committee must be in accordance with the permit requirements of Maui County for photovoltaic systems, wind turbines and windmills.
3. Solar and/or Wind Energy Devices installed prior to the effective date of this Policy shall not be subject to the approval of the WMA Design Committee provided that the owner notifies the WMA Design Committee of the installation, including the information set forth in Paragraph 1, above. To the extent applicable, such prior installations shall be subject to all other provisions of this Policy.
4. The consent of the WMA Design Committee to the installation of Solar and/or Wind Energy Devices is not a representation by the Committee as to the adequacy of the performance, design or installation of the Device.
5. The owner and each successive owner of the home for which a Solar and/or Wind Energy Device is installed on property within the Association shall be responsible for any costs for damages to the Solar and/or Wind Energy Device, property within the Association, and any adjacent homes, arising or resulting from the installation, maintenance, repair, removal, or replacement of the Solar and/or Wind Energy Device. The repair, maintenance, removal and replacement responsibilities shall be assumed by each successive owner until the Solar and/or Wind Energy Device has been removed from the property within the Association.
6. The owner and each successive owner of the home for which a Solar and/or Wind Energy Device is installed on property within the Association shall indemnify, defend, and hold harmless the Association and the WMA Design Committee from and against any claims or causes of action arising out of or related to the installation of such Solar and/or Wind Device, including but not limited to any claim or cause of action for property damage, personal injury, or death allegedly

caused by the failure of the Solar and/or Wind Device or the improper installation, maintenance, repair, removal or replacement of the Solar and/or Wind Energy Device.

- 7. FREE STANDING SOLAR AND/OR WIND ENERGY DEVICES MUST BE PLACED WITHIN THE MINIMUM SETBACKS FOR FRONT, SIDE AND REAR PROPERTY LINES FOR SINGLE-FAMILY, RESIDENTIAL AG AND RESIDENTIAL (GOLF COURSE/FAIRWAY) DISTRICT LOTS. NO IMPROVEMENTS SHALL BE CONSTRUCTED WITHIN 30 FEET OF ANY LOT LINE BORDERING THE GOLF COURSE. THE MINIMUM SETBACKS FOR AGRICULTURAL LOTS ARE AS FOLLOWS: FRONT YARD – 25’, SIDE YARD – 15’, REAR YARD-30’. THE MINIMUM SETBACKS FOR RESIDENTIAL LOTS ARE AS FOLLOWS: FRONT YARD – 20’, SIDE YARD – 10’, REAR YARD – 30’. THESE NUMBERS ARE BASED ON MAUI COUNTY AND WMA BUILDING CODES.**

There are many exceptions to these setback numbers, depending upon which road a particular lot borders. These front yard setbacks vary from 75’ to 150’. [USE THIS LINK](#) TO ACCESS ADDITIONAL INFORMATION REGARDING SETBACKS FOR LOTS WITHIN THE WMA DEVELOPMENT.

8. Wind Energy Devices are limited in height to two stories or 30’ as per Maui County Zoning and Permit Regulations.
9. No Solar and/or Wind Energy Device may encroach upon any property not within the Solar and/or Wind Energy Device user’s exclusive use and control, any other owner’s home, the air space of another owner’s home, or the air space of any property that is not within the Solar and/or Wind Energy Device user’s exclusive use and control.
10. Solar and/or Wind Energy Devices shall be placed in the least visually obtrusive location, as approved by the WMA Design Committee, which would not render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%.
11. Solar and/or Wind Energy Devices shall not adversely affect any existing dwelling due to glare from said device.
12. Solar and/or Wind Energy Devices shall be painted 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.
13. Solar and/or Wind Energy Devices that are installed in areas visible from the street or from other homes shall be camouflaged or screened by existing landscaping, fencing, lanai railings or other existing structures unless this will render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%. If no such landscaping or screen exists, the WMA Design Committee may require Solar and/or Wind Energy Devices to be

camouflaged by new landscaping or screening at a reasonable cost in such a manner as to blend in with the surrounding background surfaces or to minimize visibility of the Solar and/or Wind Energy Devices unless this will render the device more than 25% less efficient or increase the cost of installation, maintenance, and removal by more than 15%.

14. Solar and/or Wind Energy Devices may not extend beyond any railing or fence if such area is beyond the boundaries of the home or property within the exclusive use and control of the Solar and/or Wind Energy Device user. If such area is within the boundaries of the home or property within the exclusive use and control of the Solar and/or Wind Energy Device user, then Solar and/or Wind Energy Devices may extend beyond a railing or fence only if required to not render the device more than 25% less efficient and then, in that event, only to the extent absolutely necessary to not render the device more than 25% less efficient.
15. Solar and/or Wind Energy Device wiring and plumbing lines shall be installed so as to be minimally visible.
16. Solar and/or Wind Energy Devices shall be installed on property within the Association only by licensed contractors providing proof of such insurance as may be required by the WMA Design Committee from time to time. Plumbing and electrical work may only be performed by licensed plumbers and electricians.
17. Solar and/or Wind 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.
18. Solar and/or Wind Energy Devices shall be secured so as to withstand sustained winds of at least 80 mph and gusts of at least 100 mph, and comply with the Building Code of the County of Maui for wind load design.
19. All installations shall be performed in such a manner that they do not damage the property within the Association, or homes of other owners, or void any warranties of the Association or other owners.
20. Small wind energy devices designed for residential or personal use shall be erected on either a freestanding pole or tower. In all residential zoned districts, no small wind energy device or accessory structures shall be permitted within the front yard.
21. Solar and/or Wind Energy Devices shall not be located in the vicinity of power lines and in no event shall Solar and/or Wind Energy Devices be placed where they may come into contact with electrical power lines or circuits.
22. To prevent electrical and fire damage, Solar and/or Wind Energy Devices which use or generate electricity shall be permanently and effectively grounded.

23. Solar and/or Wind Energy Devices shall not be installed in any fashion that will obstruct access to or from any home, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the property.
24. Owners shall reimburse the Association for any damage to the property within the Association caused by the installation, maintenance, or use of any Solar and/or Wind Energy Device. Owners shall reimburse the other owners, residents, and persons from damage to their property caused by the installation, maintenance, or use of the owner's Solar and/or Wind Energy Devices. Owners shall pay any medical expenses or other damages incurred by persons as a result of the installation, maintenance or use of the owner's Solar and/or wind Energy Devices.
25. Owners shall not permit their Solar and/or Wind Energy Devices to fall into disrepair or to become safety hazards. Owners shall be responsible, at their sole cost and expense, for the maintenance, repair, and replacement of their Solar and/or Wind Energy Devices and for the immediate correction of any safety hazards created by the Solar and/or Wind Energy Devices. Owners shall not permit exterior surfaces of Solar and/or Wind Energy Devices to deteriorate and shall be responsible for repainting, repairing, or replacing the Solar and/or Wind Energy Devices in the event of such deterioration.
26. In the event that the WMA Design Committee reasonably determines that it needs to perform maintenance to property within the Association which will require the removal of any Solar and/or Wind Energy Device, the owner shall remove the Solar Energy Device. The owner shall be given at least thirty (30) days prior written notice of any such removal requirement, or such notice as is practical under the circumstances. Any removal or relocation of a Solar and/or Wind Energy Device required under this provision shall be performed within 90 days by the owner at his/her sole cost and expense, and the Association shall not be liable for loss or inconvenience to the owner arising from the removal or relocation.
27. Any owner permanently removing any Solar and/or Wind Energy Device shall, at his/her sole cost and expense, restore the installation location to its original condition.
28. Any tenant wishing to install a Solar and/or Wind Energy Device must seek permission through the owner of the home.
29. If any term, provision, or part of this Solar and/or Wind Energy Device Installation Policy or the application thereof to any person or to any circumstance shall, to any extent, be invalid or unenforceable the remainder of this Solar and/or Wind Energy Device Installation Policy, or the application of such term, provision, or part to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, provision, or part of this Solar and/or Wind Energy Device Installation Policy shall be valid and may be enforced to the fullest extent permitted by law.