

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

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In the Matter of)
)
Implementation of Section 207 of)
the Telecommunications Act of 1996)
)
Restrictions on Over-the-Air Reception)
Devices: Television Broadcast and)
Multichannel Multipoint Distribution)
Service)
_____)

FCC 96-151
CS Docket No. 96-83

FCC 96-151

DOCKET # 96-83 ORIGINAL

COMMENTS ON FCC PROPOSED REGULATIONS

Elisha, Ekimoto & Harada is a law firm that represents hundreds of community associations in Hawaii. These community associations take different forms--some are condominium associations, some are homeowner associations, some are residential cooperatives. Each, however, has substantial problems with a blanket prohibition on restrictions against antennas.

Elisha, Ekimoto & Harada has submitted comments to the proposed regulations relating to satellite dishes in IB Docket No. 95-59 (FCC 96-78). We understand that we are not to repeat the comments made regarding the satellite dish regulations, therefore, we incorporate by reference our prior comments.

The proposed regulations for television antennas and Multichannel Multipoint Distribution Service ("MMDS") raise particular concerns for community associations. Unlike the proposed satellite dish regulations, the proposed television and MMDS antenna regulations arguably apply to all antennas regardless of size. Larger antennas pose

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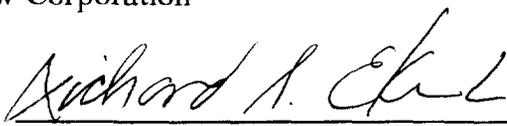
additional greater problems for community associations, exacerbating an already difficult situation. Accordingly, we believe that a minimum size limitation should be imposed on television and MMDS antennas similar to those for satellite dishes.

In addition, an additional potential problem has recently surfaced with respect to the installation of any antennas on the common area roofs of community associations. The association responsible for the maintenance and repair of the roofs frequently obtain warranties from the manufacturer and installer of the roof systems. However, it is common for there to be provisions in the warranties that penetrations through the roofing system voids the warranty. These warranties are an integral part of the purchase of a roofing system. It is not unusual for the warranty to be for 5 to 20 years. Associations not only buy a new roof, they buy a commitment from the contractor and manufacturer to fix any leaks during the term of the warranty. Loss of a warranty means that the Association would be required to pay for the cost of repairs to the roof that would otherwise not be incurred.

For these reasons, we support the proposed changes suggested by the Community Associations Institute, the American Resort Development Association and the National Association of Housing Cooperatives. Thank you for listening to our concerns.

Dated at Honolulu, Hawaii, May 6, 1996.

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By: 
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