



HOUSE RULES FOR HAWAIKI TOWER

These House Rules have been duly adopted by the Board of Directors (the “Board”) of the Association of Apartment Owners of Hawaiki Tower (the “Association”) in accordance with Article VI, Section 5 of the Amendment and Restatement of By-Laws of the Association of Apartment Owners of Hawaiki Tower filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the “Land Court”) as Document No. Doc T - 11916210, as amended (the “Restated By-Laws”). These House Rules are intended to promote harmonious living and maximum enjoyment of Hawaiki Tower (the “Project”) and to help protect all occupants of the Project from annoyance or nuisance caused by improper conduct or use of the units and common areas of the Project by occupants (as such term is defined hereinbelow).

The responsibility of enforcement of these House Rules may be delegated to the Managing Agent or the Manager for the Project by the Board. All occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions set forth in the Amendment and Restatement of Declaration of Condominium Property Regime of Hawaiki Tower filed in the Land Court as Document No. Doc T - 11916209, as amended (the “Restated Declaration”) and the Restated By-Laws and shall be bound by standards of reasonable conduct whether or not covered by these House Rules, the Restated Declaration, or the Restated By-Laws.

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SECTION I. DEFINITIONS

1. The term “unit” shall mean and include each residential and commercial unit located within the Project, as designated and described in the Restated Declaration.
2. The term “motor vehicle” shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, bicycles, trailers, hoverboards, and motor scooters.
3. The term “premises” shall mean the Hawaiki Tower project, including all of the buildings and units therein, all of the land thereof, all common areas, and all other improvements, equipment, apparatus, fixtures, and articles placed or installed in or on the land and buildings.
4. The term “occupant” or “occupants” and any pronoun used in place thereof shall mean and include any owner of any residential unit in the Project, members of the owner's family, and tenants, licensees, and invitees of said owner, any owner of any commercial unit in the Project and any tenants, employees, independent contractors, suppliers, and customers of said owner, and any other person who may in any manner use the Project.
5. The term “recreational facilities” shall include the swimming pool, lap pool, spa, barbeque area, tennis court, pickleball courts, playground, recreation deck, level 36 winter garden and any other recreational facility available for use by occupants of the Project.
6. The term “lobby” shall mean the indoor common areas on the 3rd, 4th, and 5th floors of the residential tower.
7. The term “registered” shall mean that an owner has provided the Manager’s Office with documents verifying ownership of a unit or an owner’s tenant has provided a valid rental lease for said unit for no less than 6 months or as is required by local ordinances.
8. The term “resident” and any pronoun used in place thereof shall mean and include any registered owners of any residential apartment in the project, and any registered tenants listed on a rental lease. The term “resident” shall also include any registered owners of any commercial unit in the project and any registered employees and registered tenants.

SECTION II. THE UNITS

1. Each occupant of the Project shall at all times keep his/her unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules, and regulations applicable to the use of the Project now or hereafter made by any governmental authority or the Board.
2. No occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of his/her unit.
3. No clothes, towels, garments, rugs, or other objects shall be hung on clotheslines or from the lanai railings or walls, doorways, windows, or facades of the Project in such a manner as to be in view of persons outside the building. No shoes, flip-flops, slippers, sandals, dry cleaning, or any other objects shall be allowed to remain in view at the front entrance of any unit.
4. Lanais may be furnished with typical lanai furniture (i.e. chairs, lounges, and tables) shall be kept in an orderly fashion and maintained in good, clean condition. Lanais shall not be used for storage of sports and play equipment, surplus cartons, boxes, or any other type of excess belongings. Any furniture, plants, or other articles which, in the opinion of the Board of Directors, are unsightly, shall be removed and kept from the lanais upon request by the Board of Directors. Large plants that protrude over the lanai railing or completely block the railing and view shall be prohibited.

5. No rugs, draperies, or other objects shall be dusted, beaten, or shaken from the windows or on the lanais, stairways, and hallways of the Project. When watering lanai plants or cleaning the lanai, the occupant shall not cause or otherwise allow water to drain out of the weep hole of the lanai. Dust, rubbish or litter shall not be swept or thrown from any unit into the hallways or any exterior part of the Project.
6. Nothing shall be allowed, done, or kept in any unit or common area which would overload or impair the floors, walls, or roof of the Project, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
7. The door to a unit shall remain closed other than ingress and egress.

SECTION III. COMMON AREAS

HOURS OF OPERATION:

1. Security Office - 24 hours a day, seven days a week, including holidays.
2. Administrative Offices - Monday through Friday 8 a.m. - 5 p.m. Closed Holidays.
3. Swimming Pool, Lap Pool, Spa Pool, Barbeque Areas, Tennis and Pickle Ball Courts, Winter Garden, and Recreation Deck - 8 a.m. -10 p.m. daily.
4. Moving Hours - 8 a.m. - 5 p.m. Monday through Saturday. No moving on Sunday or Holidays.
5. Loading Dock - 8 a.m. -5 p.m. Monday through Saturday, Closed Sunday and Holidays.
6. Construction Noise - 8 a.m. - 5 p.m. Monday through Saturday, No construction activity allowed on Sunday or Holidays.
7. Quiet Hours - Sunday through Saturday 10 p.m. - 8 a.m.
8. Guest Parking - 5 a.m. - 1 a.m. No guest parking 1 a.m. to 5 a.m. Vehicles will be towed.

COMMON AREAS:

1. All common areas of the Project shall be used only for their respective purposes as designed. The lobby and hallways of the building shall not be used for sleeping or loitering.
2. No occupant shall place, store, or maintain on walkways, roadways, grounds, or other common areas any furniture, packages, or objects of any kind or otherwise obstruct transit through such common areas.
3. No Smoking of any substance (including but not limited to cigarettes, pipes, cigars, tobacco, marijuana or other substances, and the use of devices that simulate the act of smoking if the device discharges smoke or vapor, such as certain electronic cigarettes) is permitted throughout the project including in the units and on the lanais and in any limited common area and common area of the project including, without limitation, in the units, recreational facilities, garden areas, lobbies, hallways, walkways, elevators, corridors, stairwells, waiting areas and the parking garage.
4. No recreational activities shall be permitted in any portion of the Project except in those areas expressly designated for such activities.
5. No occupant shall make or suffer any strip or waste or unlawful, improper, or offensive use of the Project or alter or remove any furniture, furnishings, or equipment from the common areas.
6. When moving furniture or other large objects, residents shall schedule the use of one of the elevators

by booking online at Condo Control Amenities. Moving hours are from 8:00 a.m. through 5 p.m. on Mondays through Saturdays.

7. Extensive repairs of a motor vehicle, boat, surfboard, or other equipment shall not be permitted on the Project premises. The Manager shall have the authority to determine whether repairs are extensive under this rule.

SECTION IV. REFUSE

1. No refuse, garbage, or trash of any kind shall be thrown, placed, or kept on any common areas of the Project outside of the disposal facilities provided for such purpose.
2. All garbage must be wrapped or bagged before being placed in the trash chute. No cardboard or other large items allowed in the trash chute. Cardboard should be flattened and taken to the loading dock dumpsters for disposal.
3. Garbage that is too large to fit into the trash chute, including but not limited to cardboard boxes, styrofoam, or furniture, must be brought directly to the dumpsters in the loading dock or disposed of off-premises.
4. Furniture, mattresses, bed frames, chairs, TVs, hazardous items or large objects may not be placed in the dumpsters or left at the loading dock. Residents must make arrangements to dispose of these items at their own expense; there is no bulky item pickup on property.

SECTION V. PARKING

1. Parking in areas of the Project not expressly designated for parking is prohibited.
2. All parking located in the parking structure is reserved for the use of the occupants of the units to which the parking stalls are appurtenant. No occupant shall use any parking stalls located in the parking structure other than the parking stall(s) which are appurtenant to such occupant's unit, as designated in the Declaration, except as permitted in writing by the occupant of the unit to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Manager.
3. No motor vehicles shall be parked in the driveways, entrances, and exits of the Project. Vehicles may park in the drop-off area fronting the building entrance on level 3 of the Project for a period not to exceed 10 minutes for the purpose of loading and unloading.
4. Motor vehicles should be centered in parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. If two adjacent parking spaces are appurtenant to the same unit or units with the same owner, a motor vehicle may be parked across both spaces. No motor vehicle shall be parked so that any portion thereof shall protrude from the parking stall. See Diagrams A-H in Exhibit I for additional clarification.
5. All persons shall exercise due caution in parking, loading, or unloading within the parking areas to avoid damage to other motor vehicles or property and injury to other persons.
6. The parking areas shall not be used for playing or loitering.
7. Violators of the parking regulations set forth in this Section V may have their vehicles towed away at their own expense; provided that occupants shall be responsible for authorizing the towing of unauthorized vehicles from such occupants' assigned parking stalls and must sign all required authorizations for the towing of vehicles from such assigned parking stalls. If the violator is a licensee or invitee (a "Guest") of an occupant, the occupant shall be held responsible for payment of any fines

or related charges not paid by the violator.

8. The parking stalls in Guest Parking are for the use of guests of residents only between the hours of 5:00 a.m. and 1:00 a.m. Each Guest vehicle is permitted to park in a guest parking stall for a maximum of (6) hours between 5am – 1am. All vehicles must be able to fit within the lines of a parking stall. Unauthorized vehicles parked in Guest Parking between 1:00 am and 5:00 am will automatically be towed away. Guests must register at the front entrance table by filling in information required on the sign-in sheet located on the table located at the building entrance on level 3 of the Project. Failure to sign-in may also result in a vehicle being towed away at the vehicle owner's expense. Owners, tenants and commercial unit employees may not park in Guest Parking. Contractors and repair personnel may not park in Guest Parking unless parking is not available at the loading dock or with management approval. Notwithstanding the foregoing, a guest of a resident may park a vehicle in a guest-parking stall for more than (6) hours and/or between the hours of 1:00a.m. and 5:00 a.m. provided that the owner or tenant obtains from the Manager's office a parking pass for such Guest.
9. No personal property shall be stored in the parking garage other than the designated storage lockers and storage rooms.
10. Occupants shall be responsible for maintaining their respective parking stalls in a clean condition, free from oil drips or other discharge from their vehicles. From time to time and upon giving prior written notice and opportunity to cure, the Association may (a) clean any parking stall in the parking garage and (b) assess the owner or tenant of the unit to which the parking stall is appurtenant a fee of \$50 for such cleaning.
11. Occupants shall register their vehicles with the Manager's office.
12. The speed limit in the parking garage is 5 mph.

SECTION VI. PETS AND ANIMALS

1. No livestock, poultry, or other animals whatsoever shall be allowed or kept in any part of the Project, except that a dog, a cat, or other typical household pet ("pet"), such as a guinea pig, a rabbit, fishes, or birds may be kept by occupants in their respective units subject to the conditions and restrictions contained herein, but shall not be kept, bred, or used therein for any commercial purpose.
 - (A) Except for fishes and birds, no more than one (1) pet shall be allowed per unit. No more than two (2) birds shall be allowed per unit. No pet may exceed forty (40) lbs. in weight. No infant or juvenile pet of a type or breed which, when fully grown, is likely to exceed forty (40) lbs. in weight, may be kept in the Project.
 - (B) No animal described as pests under H.R.S. §150A-2 or prohibited from importation under H.R.S. §141-2, §150A-5, or §150A-6, may be kept in the Project.
2. Notwithstanding any provision to the contrary contained herein, service animals (as identified below) and other such animals necessary to assist disabled individuals (hereinafter collectively referred to as "assistance animals") shall be permitted at the Project subject to the following restrictions:
 - (A) Animals shall not be kept, bred, or used at the Project for any commercial purpose.
 - (B) Such assistance animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the assistance animal is on a leash.
3. Every occupant keeping a pet, service animal, or assistance animal shall register that animal with the Resident Manager, who shall maintain a register of all animals kept in the Project.
4. Any pet causing a nuisance or unreasonable disturbance to any other occupant of the Project shall be

permanently removed from the Project promptly upon notice given by the Board or the Managing Agent. The Board or Managing Agent also has the right to demand that a service animal or assistance animal be permanently removed from the Project if it poses a direct threat to the health or safety of others or it would cause substantial physical damage to the property of others; provided, however, that any such notice given with respect to a service or assistance animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement service or assistance animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants of the Project. Any occupant who keeps an animal pursuant to these House Rules may, upon the death of the animal, replace the animal with another and continue to do so for as long as the occupant continues to reside in the unit or another unit in the Project subject to these same House Rules. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of pets, service animals and assistance animals as the circumstances may require or the Board may deem advisable.

5. The term “service animal” means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or other mental disability, as defined in H.R.S. §347-2.5.
6. Each owner of a pet and the owner of the unit in which such pet is kept shall indemnify and hold the Association and the Board of Directors harmless from and against any and all claims, liabilities, or damages arising out of the presence of such pet in the unit and the Project.
7. Except when in transit, pets shall not be allowed in any common area other than the grassy lawn of the level 3 Garden area. Any animal in transit through the common areas must be carried whenever practicable or on a leash which keeps the animal within two feet (2') of its handler's feet. Animals shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons. Animals are not allowed to sit or stand on furniture at any time in any common area of the Project.
8. Any damage to the Project caused by a pet shall be the full responsibility of the owner of the pet and the owner of the unit in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).
9. Owners of animals shall be responsible for immediately picking up and cleaning up after their animals. Animal waste and trash (sand, litter paper, etc.) shall be securely wrapped and transported to the loading dock dumpster for disposal therein. Animal waste and trash shall not be disposed of by dumping in the trash chute.

SECTION VII. NOISE

1. Excessive noises of any type are prohibited at any time in the buildings or on the premises of the Project. Any and all demolition or other noisy construction activity shall be scheduled no less than 2 full days in advance with the Manager. This is required as a common courtesy to nearby units negatively affected by noisy construction.
2. All occupants shall exercise extreme care in the use of musical instruments, radios, televisions, stereos, amplifiers, etc. that may disturb other occupants.
3. All occupants shall maintain quiet between 10:00 p.m. and 8:00 a.m. every day.
4. Occupants are prohibited from performing construction activity within their respective units except during the hours of 8:00 a.m. through 5:00 p.m. Monday through Saturday.

SECTION VIII. BUILDING MODIFICATIONS

1. No structural changes of any type by an occupant shall be permitted within the common areas except as permitted by, and in accordance with, the provisions of the Restated Declaration and Restated By-Laws.
2. Except as otherwise reserved in the Restated Declaration, Restated By-Laws, and as provided in Paragraph 8 hereinbelow, no signs, posters, signals, or lettering shall be inscribed or exposed on any part of the Project nor shall anything be projected out of any window or door or off any lanai, without the prior approval of the Board.
3. No occupant shall, without the prior written approval of the Board, install any wiring for electrical or telephone installations, television antennae, machines, air conditioning units, other equipment, or appurtenances whatsoever on the exterior of the Project or protruding through the walls, windows, or roof of the Project; provided, however, that antennae covered by the FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Section 1.400 et seq.) may be installed in accordance with the Antenna Installation Policy as amended from time to time, a copy of which is attached hereto as Exhibit A.
4. Nothing shall be allowed, done, or kept in any common area of the Project which would overload or impair the floors, walls, or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.
5. No occupant shall decorate the entry door of his/her unit or any common element of the Project except in accordance with such standards and/or guidelines as the Board may establish from time to time. The occupant of a unit may modify the existing mortise lock and/or install one additional deadbolt on the entry door to such occupant's unit, provided that such lock(s) and the installation thereof shall be in accordance with specifications, as indicated on Exhibit B attached hereto, as amended from time to time. Occupants are responsible for safeguarding the physical keys and other credentials to the lock(s) on their units. The Association is only permitted to use a master key in situations involving fire, flood, or personal injury. The mortise lock can be keyed by a locksmith to either work with the master key or not. Modification of the mortise lock or installation of an additional deadbolt may prevent the use of the master key.
6. The installation of rigid flooring other than padded carpeting shall be in accordance with specifications as indicated on Exhibit C attached hereto, as amended from time to time.
7. The commercial units may install commercial signs only upon application to the Board in accordance with the Restated Bylaws and applicable law.

SECTION IX. GENERAL

1. No occupant shall use or permit to be brought into or stored in the building or common areas, including, without limitation, the storage rooms and storage lockers located in the parking structure, any inflammable or combustible substances such as gasoline, kerosene, gunpowder, fireworks, or other explosives or anything deemed highly dangerous or hazardous to life, limb, or property.
2. Unit owners shall: (i) observe and adhere to these House Rules; and (ii) ensure that occupants or any person coming onto the Project with their permission or at their request observes and adheres to these House Rules. Residential unit owners are responsible at all times for the conduct and decorum of themselves, their family members, tenants, guests, licensees, and invitees on the Project premises and commercial unit owners are responsible at all times for the conduct of their tenants, employees, independent contractors, suppliers, and customers while on the Project premises. Owners must register their guests, tenants, licensees or invitees with the Manager prior to occupancy or granting access to the common areas.

3. Damage to the buildings or common areas by any occupant of a unit shall be the responsibility of the occupant and owner of such unit and such damage shall be repaired at the expense of the occupant and owner responsible in accordance with Exhibit E attached hereto, as amended from time to time.
4. Owners and residents may not ask the Association's Manager or other employees to perform work within the units or request such personnel leave the Project premises.
5. No open fires shall be allowed on the Project premises.
6. No soliciting of goods, services, or religious activities shall be permitted on the premises without the prior approval of the Board or the Manager.
7. Surfboards and bicycles are not permitted in the elevators and residential tower without the Manager's approval. All surfboards and bicycles must be registered with the Manager's office and stored in designated storage areas in the parking garage with a monthly fee.
8. Waterbeds of any nature are prohibited in the Project.
 - a. All maintenance and repairs of internal installations within each unit such as water, light, power, sewage, telephone, doors, windows, lamps, and all other fixtures and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such unit, shall be at the unit owner's or occupant's expense in accordance with, but not limited to, Exhibits E, F, G, and H attached hereto, as amended from time to time.
9. Feeding of non-captive birds on lanais or of any animals on any common area is prohibited.
10. Climbing of walls, trees, fences and other common elements other than the recreational facilities expressly designed for climbing is prohibited.
11. Use of fireworks of any kind anywhere on the Project site is prohibited.
12. Cooking on the lanai of any unit is prohibited.
13. The minimum rental period for a unit is 180 days.
14. Garden plots are available on a first come first served basis. There is an annual fee of \$25 for each plot.

SECTION X. RECREATIONAL FACILITIES

1. The recreation facilities (swimming pool, lap pool, spa pool, barbecue areas, winter garden, tennis court and pickle ball courts) may be used between the hours of 8:00 a.m. and 10:00 p.m. daily.
2. All policies shall be age neutral and applied to all persons equally.
3. Residents must be present and accompany guests. The maximum number of persons in a group on the recreation deck is twelve (12), children included. Political fund raising, religious rallies or commercial activities are not permitted. All BBQ areas, tennis and pickle ball courts, and the Winter Garden shall be reserved by booking online at Condo Control Amenities. The maximum number of persons for a reservation at the tennis court or BBQ areas is twelve (12) persons, children included. Only one BBQ area, tennis court or pickle ball court can be reserved per function. The combining of functions by two or more units for the purpose of exceeding the guest or time limitations will not be permitted. BBQ reservations cannot be made for the following holidays: New Years Eve, New Years Day, Memorial Day, Independence Day, and Labor Day. On these holidays, residents must share the use of the BBQ's and may not reserve a particular seating area. The maximum number of persons for a reservation at the winter garden is twenty-four (24) persons, children included. The decision to allow the reservation of such areas for private parties shall be within the Manager's sole discretion and shall not be unreasonably withheld.

4. All persons shall comply with the requests of the Manager with respect to matters of personal conduct in and about the swimming pool, lap pool, spa pool and recreation deck areas. The employees of the Manager and/or security personnel are authorized to require any person using any of the recreational facilities to identify himself or herself by name and unit number and, if a guest, to give the name and unit number of the host occupant and to confirm, if required, the physical presence of the host occupant.
5. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
6. The shower is located on the recreation deck area. All suntan oil, dirt, and other such materials must be removed before entering the swimming pool, lap pool, or spa pool. No personal grooming is allowed at the pool shower or in the common area bathrooms. Personal grooming is trimming or cutting of hair from any body part, cutting or trimming fingernails, dyeing hair, or using soap or shampooing other than for hand washing.
7. **NO LIFEGUARD IS ON DUTY AT THE POOL.** The pool areas are for the exclusive use of unit residents and their guests. Any guests must be accompanied by the registered resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool and spa pool, and for ensuring that all rules for those facilities are obeyed. Unit owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters.
8. 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.
9. Persons who are incontinent or not toilet-trained shall not use the pools or Jacuzzi unless they wear pants which will prevent leaks. Appropriate pants are a swim diaper. A swim diaper is not a typical diaper. It is a tight-fitting nylon or latex alternative for a typical diaper. Typical disposable or cloth diapers are not permitted in the swimming pool, lap pool or spa pool.
10. Anyone who may be adversely affected by the heat or humidity of the spa pool, such as young children, pregnant women, and anyone with high blood pressure, should not use those facilities. Since prolonged exposure to high water temperatures can cause drowsiness and/or raise the blood pressure of any such persons, they should be accompanied by a parent, guardian or someone who can ensure their safety when using the spa pool.
11. Running, jumping off walls, and horseplay are not permitted in the swimming pool, lap pool, spa pool, and adjacent areas. No sitting, standing, walking, running, or jumping on or off the vanishing wall sill or in the vanishing wall basin is permitted. Splashing of water other than that accompanying normal swimming is not permitted.
12. No glass items of any kind, food, beverages (other than non-alcoholic in a non-breakable container), toys, diving equipment, or similar items shall be permitted in the swimming pool, lap pool, spa pool, or adjacent areas. Flotation devices that are for swimming assistance purposes or securely attached to the body of a person so that it doesn't float over the infinity edge or blow away are allowed. The introduction of sand, rock, or other foreign matter in the swimming pool, lap pool, or spa pool is strictly prohibited and will result in immediate eviction therefrom. These restrictions are at the sole discretion of building management.
13. No animals are allowed in or around the swimming pool, lap pool, spa pool, or adjacent areas, except for animals required by disabled persons. All animals are prohibited from entering the pool/spa water.

14. Intoxicated persons are not permitted to use the swimming pool, lap pool, or spa pool.
15. Bathers shall dry themselves before entering the recreation deck restrooms or the residential tower.

Department of Health Pool Rules

16. All persons using the swimming pool, lap pool or spa pool shall take a cleansing shower bath at the pool or in a unit before entering the swimming pool, lap pool or spa pool. A bather leaving the swimming pool, lap pool or spa pool to use the toilet shall take a second cleansing shower bath before returning to the swimming pool, lap pool or spa pool.
17. Any person having an infectious or communicable disease shall be excluded from the swimming pool, lap pool or spa pool. Persons having any open blisters, cuts, etc., shall be warned that these are likely to become infected and advised not to use the swimming pool, lap pool or spa pool.
18. Spitting, spouting of water, blowing the nose, etc., in the swimming pool, lap pool or spa pool shall be strictly prohibited.
19. Special toddler diapers shall be used to prevent contamination of the swimming pool, lap pool or spa pool.
20. Emergency pool closures for cleaning accidental fecal or vomitus discharges shall require all bathers to leave the swimming pool, lap pool or spa pool until the substances are removed. The swimming pool, lap pool or spa pool shall be disinfected before they are reopened for use.
21. Pets are not allowed in a public swimming pool. [Auth: HRS §§321-10, 321- 11] [Imp: HRS§321-11]

End of Department of Health Pool Rules

22. All persons using any of the recreational facilities are required to exercise due care to preserve the functionality and appearance of said facilities. All trash and personal belongings must be removed after use of any recreational facility. The chairs or umbrellas, if any, on the recreation deck should be returned to their original positions/locations to ensure a neat and orderly appearance. All occupants acknowledge and agree that the Manager may impose additional requirements and restrictions governing the use of the recreational facilities which are not inconsistent with these House Rules.
23. Eating, drinking of non-alcoholic beverages, and picnicking shall be allowed in the barbeque areas only. The use of portable hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas. Only the common area barbeque areas 1-6 on the recreation deck shall be used for open-fire cooking. All other accessory cooking equipment, such as rice cookers, steamers, warming plates, shall be electric powered.
24. The tennis court may be used between the hours of 8:00 a.m. and 10:00 p.m. each day. No lighting of the tennis court shall be allowed past 10:00 p.m. each evening.
25. The following rules shall pertain to use of the tennis court, pickleball courts, and the enclosed tennis court area:
 - (A) Shoes with hard soles, raised heels or cleats; animals; bicycles; skates; skateboards; hoverboards; scooters; and baby carriages are prohibited.
 - (B) Leaning on the net is prohibited.

- (C) Playing on a wet court is prohibited.
 - (D) A reservation for a one (1) hour period may be made by booking the Amenity using Condo Control. Reservations shall not be booked on the same day by the same group of players from different units. Only one (1) reservation may be made per day per unit or group of players. Owners who own more than one unit are not allowed to make multiple reservations per day. Reservations shall be made not more than three (3) days in advance. If after the reserved period has elapsed no one is waiting to play, play may continue until fifteen (15) minutes after any player without a reservation arrives at the court, or until the later of the arrival or the reserved time of a player holding a reservation for the court.
 - (E) Players must wait their reserved time or unreserved turn in person.
 - (F) Players who do not have a reservation may play for a one (1) hour period on a first come, first served basis, provided that such players shall relinquish the court to any player holding a reservation at the reserved time. If after the one (1) hour period has elapsed no one is waiting to play, play may continue until fifteen (15) minutes after any other player without a reservation arrives at the court, or until the later of the arrival or the reserved time of a player holding a reservation for the court.
 - (G) Except for any lone player playing on the court during a reserved time, a lone player must relinquish the court to multiple players who are waiting to use the court.
 - (H) The tennis court and pickle ball lights are for playing tennis only. They shall not be turned on to illuminate other areas of the recreation deck when no one is playing tennis or pickleball.
26. If all of an owner's unit(s) are subject to active rental agreement(s), that owner may not reserve or use the recreation facilities unless they are escorted as the guest of another resident for whom this restriction does not apply. These facilities include the recreation deck, pool, spa, barbecue areas, tennis court, pickle ball courts, winter garden, and conference room.
27. Anyone violating these rules may be asked by the Manager or a Hawaiki Tower security officer to leave the area.

SECTION XI. EXPENSES OF ENFORCEMENT

1. Every occupant shall pay to the Association promptly on demand all costs and expenses including reasonable attorneys' fees incurred by or on behalf of the Association in enforcing any provisions of the Restated Declaration, Restated By-Laws, or these House Rules against such person. The fine system is detailed in the 2019 "RESOLUTION ADOPTING A SCHEDULE OF FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, AND HOUSE RULES", attached hereto as Exhibit K.

SECTION XII. AMENDMENT OF HOUSE RULES

1. The Board reserves the right to make such other rules or to amend these House Rules from time to time by the action of the Board as may be deemed needful for the safety, care, and cleanliness of the Project and for securing the comfort and convenience of all the occupants of the Project, as authorized by Article VI, Section 5 of the Restated By-Laws.

SECTION XIII. NON-DISCRIMINATION POLICY

Pursuant to Hawaii Revised Statutes Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV (human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with Hawaii Revised Statutes Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

- In granting or withholding any approval or consent required under the Association's rules.
- In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- In connection with requests of disabled occupants or visitors of the project to have certified guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
- In processing requests of disabled occupants to: (i) make reasonable modifications to a unit or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to a unit or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Manager if you have any questions.

SECTION XIV. POLICY AGAINST HARASSMENT

The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual

flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any occupant or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Manager or an Officer of the Board. As an alternative, the occupant may contact any other member of the Board. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.

CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the House Rules for Hawaiki Tower, as of the 1st day of September, 2024.

ASSOCIATION OF APARTMENT OWNERS OF
HAWAIKI TOWER

By: Pat Kawakami

Name: Patricia Kawakami

Title: President, Board of Directors

EXHIBIT A

ANTENNAE INSTALLATION POLICY

1. This Antenna Installation Policy was adopted by the Board of Directors of the Association of Apartment Owners of Hawaiki Tower, Inc., on October 30, 2000, in conformance with FCC Antenna Rule (47 C.F.R. Part 1, Subpart S, Sec. 1,400 et seq.).
2. Except as permitted under the Declaration of Condominium Property Regime of Hawaiki Tower ("Declaration"), only antennas covered by the FCC Antenna Installation Rule are permitted at Hawaiki Tower. Such antennas are the following:
 - (a) an antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite service, that is one meter or less in diameter or is located in Alaska; or
 - (b) an antenna that is designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution service, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement; or
 - (c) an antenna that is designed to receive television broadcast signals.

Only one antenna for each type of service may be installed.

3. All such antennas shall be installed only in accordance with this Antenna Installation Policy. To the extent any provisions of the Declaration or the Bylaws of the Association of Apartment Owners of Hawaiki Tower, Inc. would impair the installation, maintenance, or use of the forgoing antennas, such provisions are preempted by the FCC Antenna Installation Rule.
4. Antennas may be installed on property within the exclusive use or control of the antenna user where the user has a direct or indirect ownership interest in the property. At Hawaiki Tower, this generally means inside a unit or on the unit lanai.
5. If acceptable quality signals can be received by placing an antenna inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation (i.e., installation on the lanai) is prohibited.
6. If an antenna must be installed on a lanai, the antenna shall be installed so as not to be visible from other Hawaiki Tower units or the streets and roadways adjacent to Hawaiki Tower, except as necessary to obtain acceptable signal reception. An antenna shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
7. Where adequate signal reception requires an antenna to be visible from other Hawaiki Tower units or an adjacent street or roadway, the unit owner shall install the antenna in the manner and location least visible. The unit owner shall further minimize visibility of the antenna by shielding the antenna from view with potted plants, etc., and painting the antenna to blend in with its background, to the extent possible without unreasonably increasing cost or affecting reception.

Approved July 29, 2024

8. Antennas shall not be mounted on masts except where necessary to obtain acceptable signal reception or to avoid an unreasonable increase in the cost of the antenna installation. Where a mast must be used, the mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts extending more than 12 feet above the roofline must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Please contact the property manager if you wish to install a mast higher than 12 feet.
9. No antennas may be anchored into the Association's common element floor slabs, walls, etc., unless such floor slabs, walls, etc., are within the exclusive use or control of the antenna user. If penetration of a common element is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and other units from moisture.
10. The installation of any antenna shall not encroach upon any other unit, the limited common elements or air space appurtenant to such other unit, or the common elements.
11. Antenna installations shall not materially damage the common elements, limited common elements, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.
12. Antenna installations shall comply with all applicable statutes, ordinances, rules and regulations promulgated by any governmental authority, including, without limitation, the obtaining of any permits required by such authorities unless those statutes, ordinances, rules of regulations have been preempted by the FCC Antenna Installation Rule.
13. To prevent electrical and fire damage, antennas shall be permanently grounded.
14. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - (a) Place (or replace), repair, maintain, and move or remove antennas;
 - (b) Repair damage to any property caused by antenna installation, maintenance or use;
 - (c) Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
 - (d) Reimburse residents or the Association for damage caused by antenna installation maintenance or use;
 - (e) Restore antenna installation sites to their original condition.
15. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the antenna at the expense of the owner. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.
16. The Board of Directors of Hawaiki Tower reserves the right to seek a determination from the Federal

Communications Commission and/or the Hawaii Federal District Court on whether any restrictions contained in this Antenna Installation Policy are preempted by the FCC Antenna Installation Rule, and further reserves the right to seek a waiver of the FCC Antenna Installation Rule to address legitimate health and safety concerns. If any provision of this Antenna Installation Policy is ruled invalid, the other provisions shall remain in full force and effect.

Adopted: October 30, 2000

Approved July 29, 2024

EXHIBIT B

ELECTRONIC OR AUXILIARY DEADBOLT PLACEMENT SPECIFICATIONS

Vertical Alignment with Existing Hardware:

Centerline of electronic or auxiliary deadbolt is to vertically align with centerline of existing cylinder lock and handle escutcheon/rosette.

Horizontal Placement:

Bottom of auxiliary deadbolt (including auxiliary electronic) is to be placed to create a 6 ½" clear space, as measured on center of the key cylinder ring.

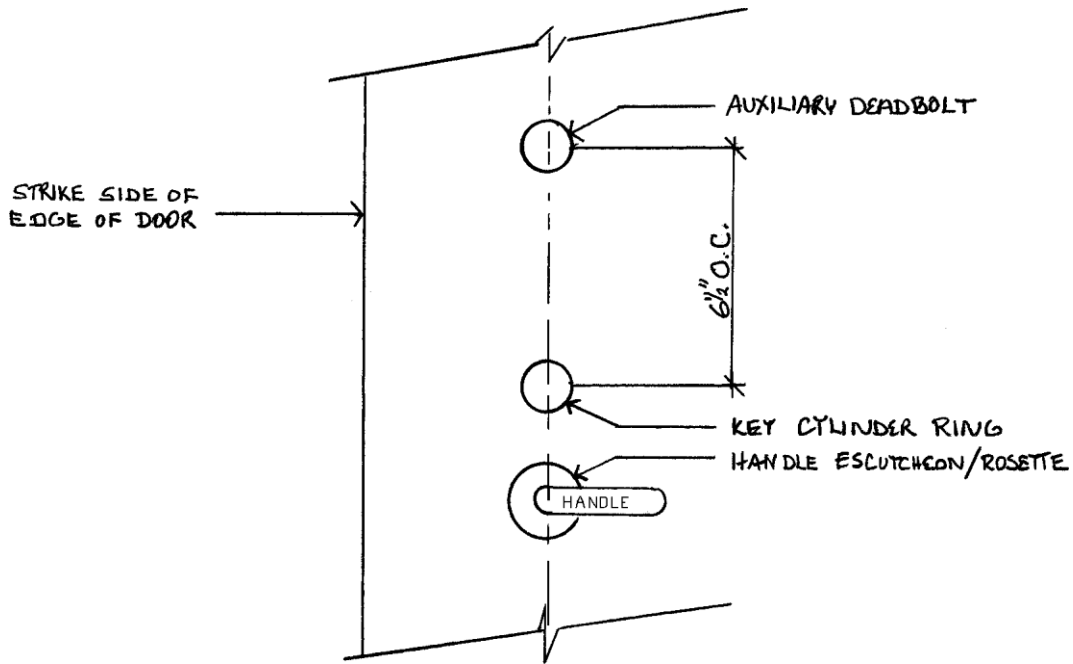
If replacing mortise lock with electronic deadbolt, center of deadbolt should be 3" above center of door lever axis.

Hardware Specification:

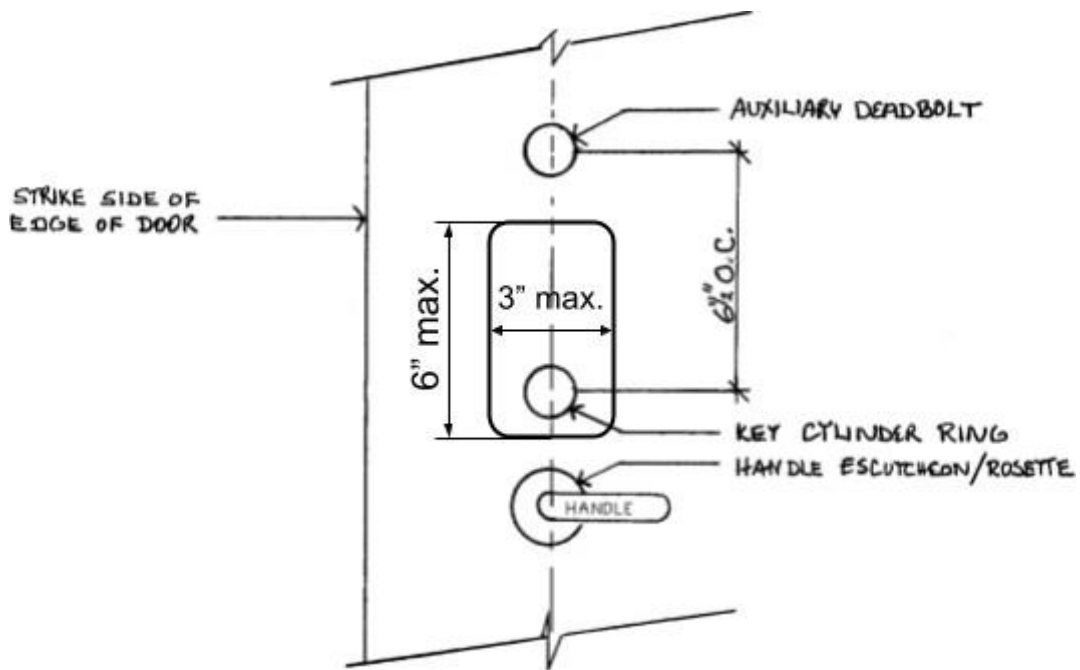
Schlage - L460L-625 - Cylinder and Thumb turn (or equivalent – alternate must be submitted and approved prior to installation).

Electronic deadbolts shall be no more than 3" wide and 6" tall as viewed from the outside. The visible lock should conform to chrome, nickel, or black materials.

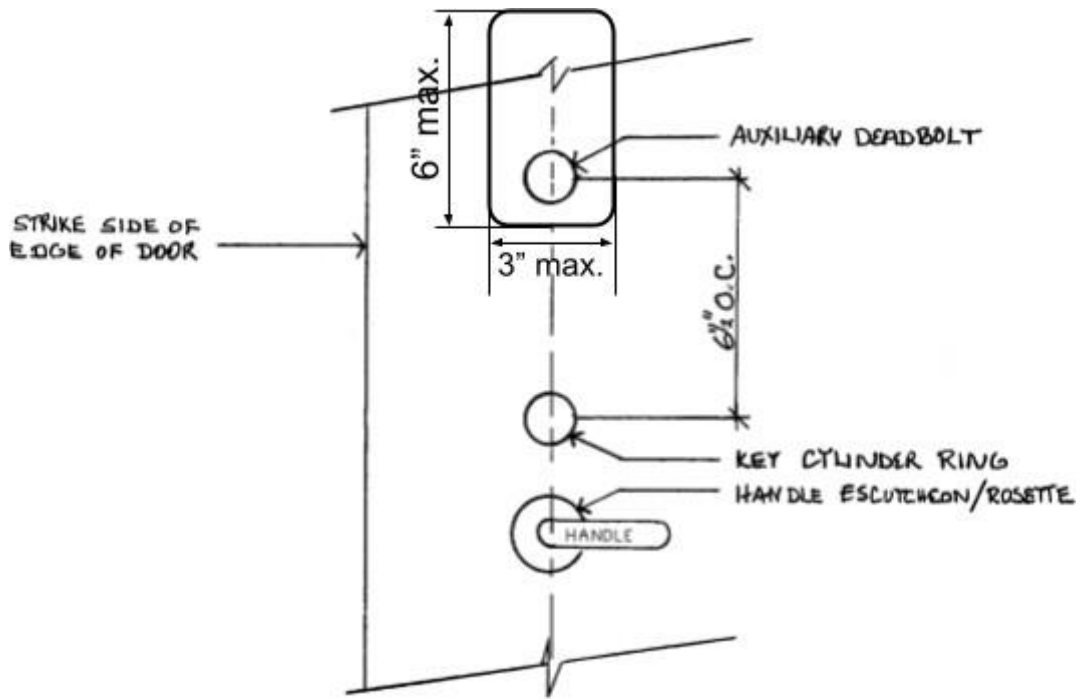
Sargent Mortise Cylinder – 41-625-1 ½"



Original mortise lock with optional auxiliary deadbolt.



Electronic deadbolt replacing mortise lock with optional auxiliary deadbolt.



Original mortise lock with optional auxiliary electronic deadbolt.

Adopted: July 29, 2002

EXHIBIT C

FLOORING SPECIFICATIONS

This Exhibit intentionally left blank. Exhibit C is 75 pages long and can be found on Hawaiki's website. The exhibit is updated regularly as flooring assemblies are tested. Test results are added to the appropriate Zone that the test complies with the Zone standard.

EXHIBIT D

COMMERCIAL IDENTIFICATION SIGNAGE SPECIFICATIONS

Signage Dimensions:

- Sign shall be no wider (horizontally) than 9"
- Sign shall be no higher (vertically) than 9"
- Sign shall not extend from face of wall more than 1 1/2"
- Sign shall have a minimum depth of 3/8"
- Sign shall be pinned a minimum of 1/8" from the face of the wall

Signage Placement:

- Sign shall not be permitted on door
- ADA signage must remain where currently located, and commercial Signage must be centered underneath the ADA signage
- Top of sign shall be no higher than 58" above floor
- Bottom of sign shall be no lower than 45" above floor

Signage Material:

- Sign material shall be consistent with the materials utilized for the ADA signage and/or doorknocker (i.e., polished chrome/aluminum or like material, brushed chrome/aluminum or like material). No electrically lit or back-lit (i.e., neon) signs will be permitted.

Other Rules Pertaining to Signage:

1. The owner of any signage shall be responsible for damage thereto or theft thereof.
2. All actual signage must be submitted to the Manager for review prior to installation, and only such signage as shall have been approved in writing by the Manager may be installed. Signage plans may be submitted to the Manager for review and preliminary approval prior to fabrication.

3. Signage, other than the unit number located on the entry door, is not permitted on the entry door of or on any wall outside a residential unit from the 5th floor through the 45th floor.
4. The owner of any signage which does not conform to the specifications set forth hereinabove or which is rejected by the Manager in writing shall immediately and at such owner's sole cost and expense remove such signage from the common elements of Hawaiki Tower and restore said common elements to their original condition.

Adopted: October 30, 2000

EXHIBIT E

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIIKI TOWER REGARDING RESPONSIBILITY FOR PIPES, DRAINS, FIXTURES, AND INSTALLATIONS LOCATED IN OR SERVING ONLY ONE UNIT

WHEREAS:

Plumbing fixtures, pipes, drains and other installations, including fire sprinkler heads, located in or serving only one unit at the project have caused leaks and damage that has had to be repaired or replaced, forcing the Board to determine responsibility for repairing or replacing those items and any damage they cause.

Section D.1(a)(iii) of the declaration states that the residential units do not include "pipes... or other utility or service lines... running through or otherwise located within such unit which are utilized for or serve *more than one* residential unit, the same being deemed common elements..."

Section D.1(a)(iii) of the declaration further indicates that each residential unit includes "all *fixtures* originally installed [in the unit]..."

Section D.2(j) of the declaration indicates that "All... pipes... which serve *more than one* unit for services such as... water..." are part of the common elements.

Article VI, section 3(A) of the bylaws: (i) requires each unit owner, at the owner's expense, to maintain and repair his unit, "including without limitation all internal installations therein, such as water... and all other fixtures and accessories belonging to such unit... in good order and condition"; (ii) makes the unit owner "liable for all loss or damage whatsoever caused by his failure to perform any such work diligently... "; and (iii) requires the owner to reimburse the association for all expenses the association incurs in performing any such work, including the cost of repairing or replacing any uninsured loss or damage to the common elements.

Sections F.3 and I.7 of the declaration and article V, section 8 of the bylaws give the association the right to enter a unit to make repairs necessary to prevent damage to the units or any common elements.

Section K. of the declaration states that all charges, costs and expenses incurred by the association for any unit, including the costs of maintenance, repairs, replacements, additions and improvements in the unit, are the responsibility of the owner of the unit.

Section M. of the declaration requires the association to insure the buildings and common elements, and except as provided in section N. of the declaration, use the insurance proceeds to rebuild and repair the buildings and common elements to their original condition.

Section N.3 states that any costs incurred in excess of the insurance proceeds for the repair and rebuilding of any unit shall be specially assessed against the owner of the unit.

Owners and occupants of units can better determine the condition of plumbing fixtures, pipes, drains and other installations, including fire sprinkler heads, located in or serving only their units at the project, so owners and occupants should be primarily responsible for inspecting those items and reporting leaks and other problems to the association.

Approved July 29, 2024

Any delay in taking action to: (i) eliminate water leaks in a unit; or (ii) repair and replace any damage caused by water leaks may lead to mold problems and expensive remedial action.

Although the fire sprinkler heads and pipes serving them are the owner's responsibility, the fire sprinkler system is a high-pressure system which is essential for the safety of the whole project.

The board has decided to adopt a resolution, based on the law, the declaration and the bylaws, to allocate responsibility for the maintenance, repair and replacement of those items and any damage they cause.

The BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIIKI TOWER hereby adopts the following resolutions to allocate responsibility for plumbing fixtures, pipes, drains, and other installations, including fire sprinkler heads and pipes, serving only one unit at the project:

I. RESOLVED:

A. Procedures for plumbing fixtures, pipes, drains and other installations located in or serving only one unit, except fire sprinkler heads and any pipes servicing them:

Owners and residents of units shall be responsible for reporting any leaks or other problems with plumbing fixtures, pipes, drains and other installations located in or serving only their respective units.

Except as stated below, if plumbing fixtures, pipes, drains and other installations located in or serving only one unit leak or require maintenance, repair or replacement, the unit owner shall be responsible for the doing the work.

If a water leak from any plumbing fixtures, pipes, drains and other installations located in or serving only one unit: (i) threatens other units or the common elements, or (ii) may result in the growth of mold, the association may enter the unit and take immediate action to repair the leak and eliminate any conditions that are conducive to the growth of mold.

For other leaks from items located in or serving one unit, if an owner or resident fails to begin the work within 72 hours of the discovery of a leak, the board may perform the work and assess the cost of the repair, maintenance and/or replacement to the owner of the unit. Collection of any expenses incurred by the association shall be undertaken in the same manner as the collection of common expenses.

Each owner shall be responsible for the cost of repairing any uninsured damage to: (i) the owner's unit, (ii) the common elements, or (iii) any other unit caused by any plumbing fixtures, pipes, drains and other installations located in or serving only the owner's unit, including the cost of any mold remediation.

B. Procedure for fire sprinkler heads and any pipes servicing them:

If a fire sprinkler head (or any pipe connected to it) that serves only one unit requires maintenance, repair or replacement, the unit owner or resident must report the problem to the association immediately. The association will repair or replace the fire sprinkler head or pipe, but each owner shall be responsible for repairing any uninsured damage to the owner's unit, the common elements or any other unit caused by the fire sprinkler head (or pipe servicing it), including the cost of any mold remediation.

II. RESOLVED FURTHER THAT:

If the association undertakes any remedial work in an owner's unit, pursuant to this resolution, the unit owner shall be responsible for restoring the decorated surface of any wall, floor, or ceiling of the unit to its original condition. In addition, if the association must remove any items or covering, including paneling, mirrors, or tile, from any wall, floor or ceiling of the unit to maintain, repair, or replace any plumbing fixtures, pipes, drains and other installations, including fire sprinklers, the unit owner shall be responsible for restoring or replacing the item or covering.

III. RESOLVED FURTHER THAT:

The board, at its option, may conduct periodic inspections of units to determine the condition of any plumbing fixtures, pipes, drains and other installations located in or serving only the owner's unit. The association and the unit owners shall be responsible for maintenance, repair, and replacement of the items, as outlined in sections I and II, above.

IV. RESOLVED FURTHER, THAT:

The rights, obligations, and authority which this resolution provides shall become effective as of the date of the board's adoption of this resolution, and shall remain effective until this resolution is revoked in writing by the board or changed by an amendment to the association's declaration or bylaws.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the law and the DECLARATION and BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIKI TOWER, by the Board of Directors of the Association, at a Board meeting on August 30, 2004.

DATED: Honolulu, Hawaii, August 30, 2004.



Alies Mohan, Secretary

EXHIBIT F

POLICY RESOLUTION FOR MAINTENANCE OF UNIT MOVABLE WINDOWS AND SLIDING GLASS DOORS

WHEREAS, the Association of Apartment Owners of Hawaiki Tower, Inc. is empowered to determine the proper maintenance of the common elements of the Association pursuant to section I., ADMINISTRATION OF THE PROJECT, of the Declaration of Community Property Regime of Hawaiki Tower.

WHEREAS, there is a need to give direction regarding the maintenance of the movable windows and sliding glass doors components in the unit units.

WHEREAS, it is the intent that this policy be applicable to the maintenance of the movable windows and sliding glass doors until such time as this resolution is rescinded, modified, or amended by the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors adopt the following policy regarding the maintenance of the movable windows and sliding glass doors in the units:


It shall be the responsibility of the unit owner to maintain the movable parts of the window and sliding glass door assemblies, including but not limited to, the hinges, latches, rollers, felt pads, gaskets, plastic closing and slide guides, all of which may or may not require periodic lubrication or exercise to maintain function of the movable window(s) and sliding glass doors.

It shall be the responsibility of the AOA of Hawaiki Tower, Inc. to maintain the glass, casings, mullions, exterior sealants and glazing and other components, except those listed in the preceding paragraph, that fulfill the purpose of maintaining a weather-tight exterior building envelope.


CERTIFICATE OF OFFICERS

We, **Patricia Kawakami** and **Alies Mohan**, officers and directors of the Association of Apartment Owners of Hawaiki Tower, Inc., hereby certify that the foregoing Resolution was duly and regularly adopted by the Board on September 29, 2003 and passed by a unanimous vote of said Board.

IN WITNESS THEREOF, we hereto set our hand and corporate seal this **30th** day of **September**, 2003.

Officer: 

Alies Mohan

Officer: 

Pat Kawakami

EXHIBIT G

POLICY RESOLUTION FOR MAINTENANCE OF UNIT MOTORIZED AND AUTOMATIC FLOW CONTROL VALVES

WHEREAS, the Association of Apartment Owners of Hawaiki Tower, Inc. is empowered to determine the proper maintenance of the common elements of the Association pursuant to section I., ADMINISTRATION OF THE PROJECT, of the Declaration of Community Property Regime of Hawaiki Tower.

WHEREAS, the motorized valve and the automatic flow control valve on the condenser water pipe in each unit at the project are integral components of a building-wide variable flow/speed condenser water system, and the proper functioning of those valves is critical to the functioning of the entire system.

WHEREAS, any action that affects the proper functioning of those valves also affects the proper functioning of the entire system, so there is a need to establish requirements for the maintenance of those valves.

WHEREAS, this policy shall be applicable to the maintenance of the motorized and automatic flow control valves until such time as this resolution is rescinded, modified, or amended by the Board of Directors.

NOW THEREFORE, BE IT RESOLVED THAT the Board of Directors adopts the following policy regarding the maintenance of the motorized and automatic flow control valves in units:

No motorized valve shall be **REMOVED OR BYPASSED**, except in the case of an emergency.

If an emergency occurs, a unit owner or occupant shall notify the Manager immediately and leave a detailed message, at any time, day or night.

If a motorized valve ‘fails to open’ due to actuator failure, the actuator may be temporarily locked open with its ‘manual override’ lever to allow condenser water flow.

If the actuator for a motorized valve fails and must be replaced, it must be replaced **ONLY** with the same high shut off actuator or an equivalent high shut off replacement actuator. The building management has the current part numbers for approved actuators, and no one shall replace a failed actuator with any other type of actuator.

The automatic flow control valve (the bullet shaped copper device on the condenser water pipe) should be clog-free and should not have to be removed. If it becomes clogged, it can be back flushed to clear the clog without being removed. Back flushing, however, should only be done by a qualified technician, with extreme caution, because of high water pressure (up to 190 psi) in the system. Recommended procedures for back flushing are available from building management upon request.

If the automatic flow control valve has failed and must be replaced, it must be replaced **ONLY** with an approved replacement valve. The building management has the current part numbers for approved replacement valves, and no one shall replace a failed valve with any other type of valve.


Anyone with any questions about the policies and rules of the Association for the motorized and automatic flow control valves in units must contact building management **PRIOR** to making repairs to those valves.

Owners are responsible for ensuring compliance with the policies and rules of the Association regarding the motorized and automatic flow control valves in their units and shall be liable for any damages or expenses arising from any violation of those policies.


CERTIFICATE OF OFFICERS

We, **Patricia Kawakami** and **Alies Mohan**, officers and directors of the Association of Apartment Owners of Hawaiiki Tower, Inc., hereby certify that the foregoing Resolution was duly and regularly adopted by the Board on September 29, 2003 and passed by a unanimous vote of said Board.

IN WITNESS THEREOF, we hereto set our hand and corporate seal this **30th** day of **September**, 2003.

Officer: 

Alies Mohan

Officer: 

Pat Kawakami

EXHIBIT H

RESOLUTION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION
OF APARTMENT OWNERS OF HAWAIIKI TOWER REGARDING
RESPONSIBILITY FOR WINDOWS IN UNITS 403, 1409, 1611, AND 4409

WHEREAS:

Section D.I (a)(iii) describes and defines the limits of the residential units and indicates that unit owners are responsible for the inner decorated or finished surfaces of the windows and window frames originally installed in the units.

The owners of units 403, 1409, 1611, and 4409 have replaced the original windows in their units with nonstandard windows and window frames. The owners of those units or their predecessors in interest agreed to be responsible for: (i) all repair, maintenance, and replacement of the non-standard windows and window frames; and (ii) any additional expenses incurred by the association as a result of the nonstandard windows and window frames.

Section K. of the declaration provides that all charges, costs, and expenses incurred by the association only for or in connection with any specific unit, including but not limited to, the cost of maintenance, repair, and replacement of additions and improvements to the unit, constitute a limited common expense of the project for which only the owner of the unit shall be liable.

Section L. of the declaration requires all unit owners to comply with and be bound by the provisions of the declaration and bylaws and any agreements of the association.

RESOLVED:

The BOARD OF DIRECTORS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIIKI

TOWER adopts the following resolution relating to units 403, 1409, 1611, and 4409 at the project:

The owners of units 403, 1409, 1611, and 4409 and their successors in interest shall be responsible for the costs of repair, maintenance, and replacement of the nonstandard windows and window frames in their units and for any additional expenses incurred by the association as a result of those nonstandard windows and window frames.

This resolution shall be included in the house rules to confirm the responsibilities of the owners of units 403, 1409, 1611, and 4409 and their successors in interest for the nonstandard windows and window frames in their units.

The Board may conduct periodic inspections of those nonstandard windows and window frames and require the respective unit owners to maintain, repair and replace them. If an owner fails to have the work performed within the time specified by the Board, the Board may have the work performed and demand reimbursement from the owner.

The rights, powers, and obligations which this resolution provides shall become effective as of the date of the Board's adoption of this resolution, and shall remain effective until this resolution is revoked in writing by the Board.

Approved July 29, 2024

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to the law and the DECLARATION and BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIIKI TOWER, by the Board of Directors of the Association, at a Board meeting on May 24, 2004.

DATED: Honolulu, Hawaii, June 15, 2004.

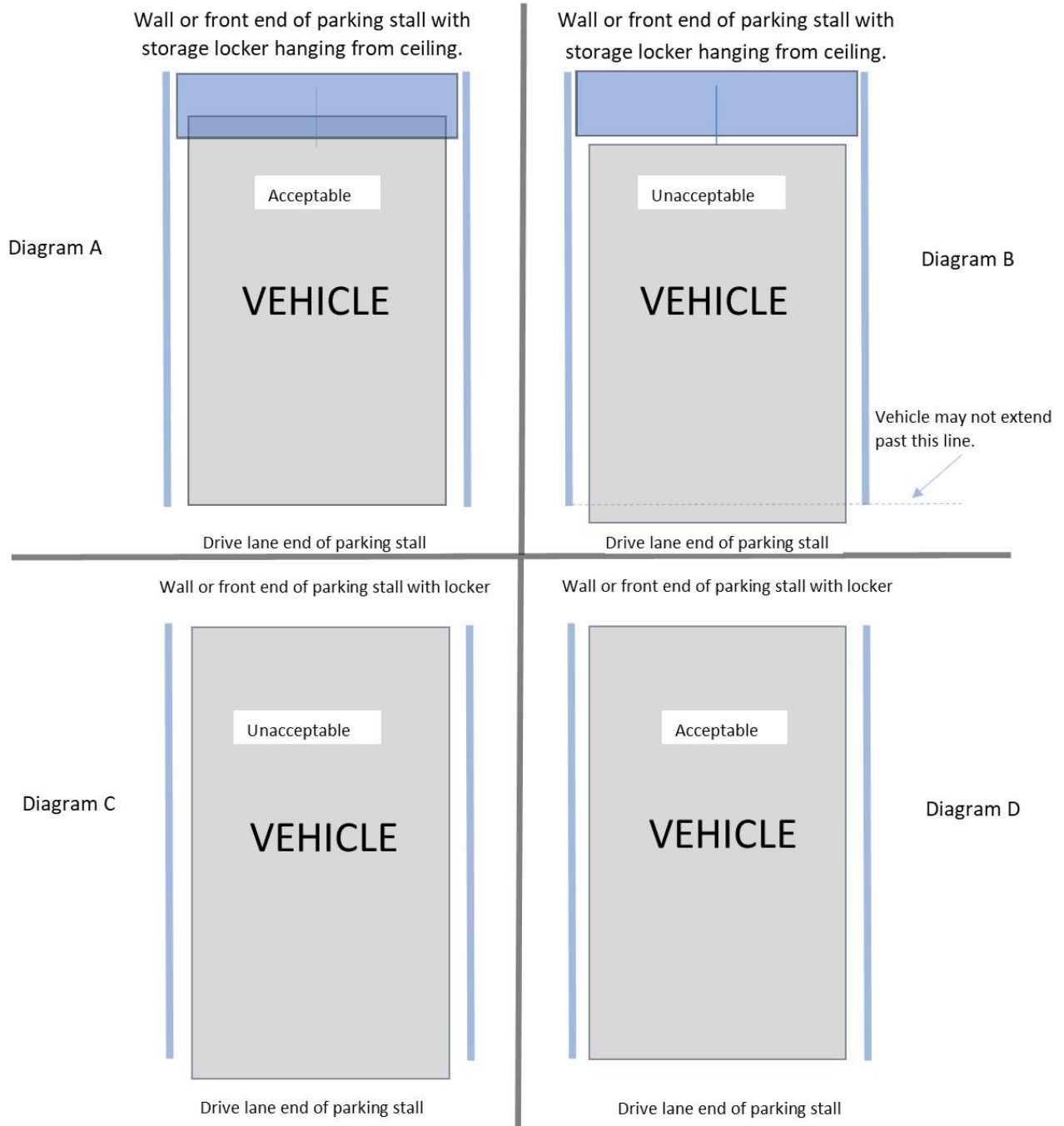
Officer:

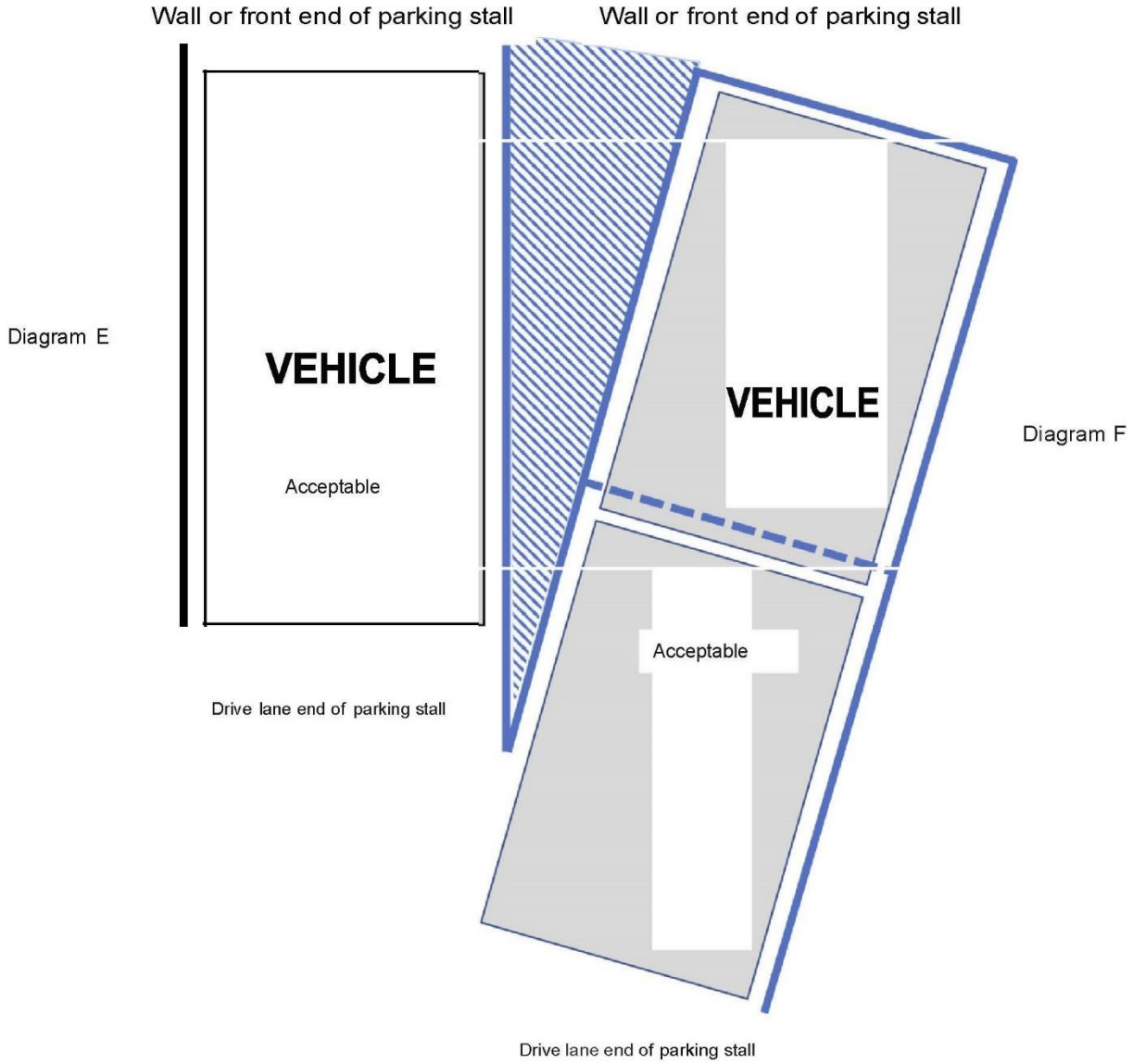


Alies Mohan

EXHIBIT I

PARKING DIAGRAMS





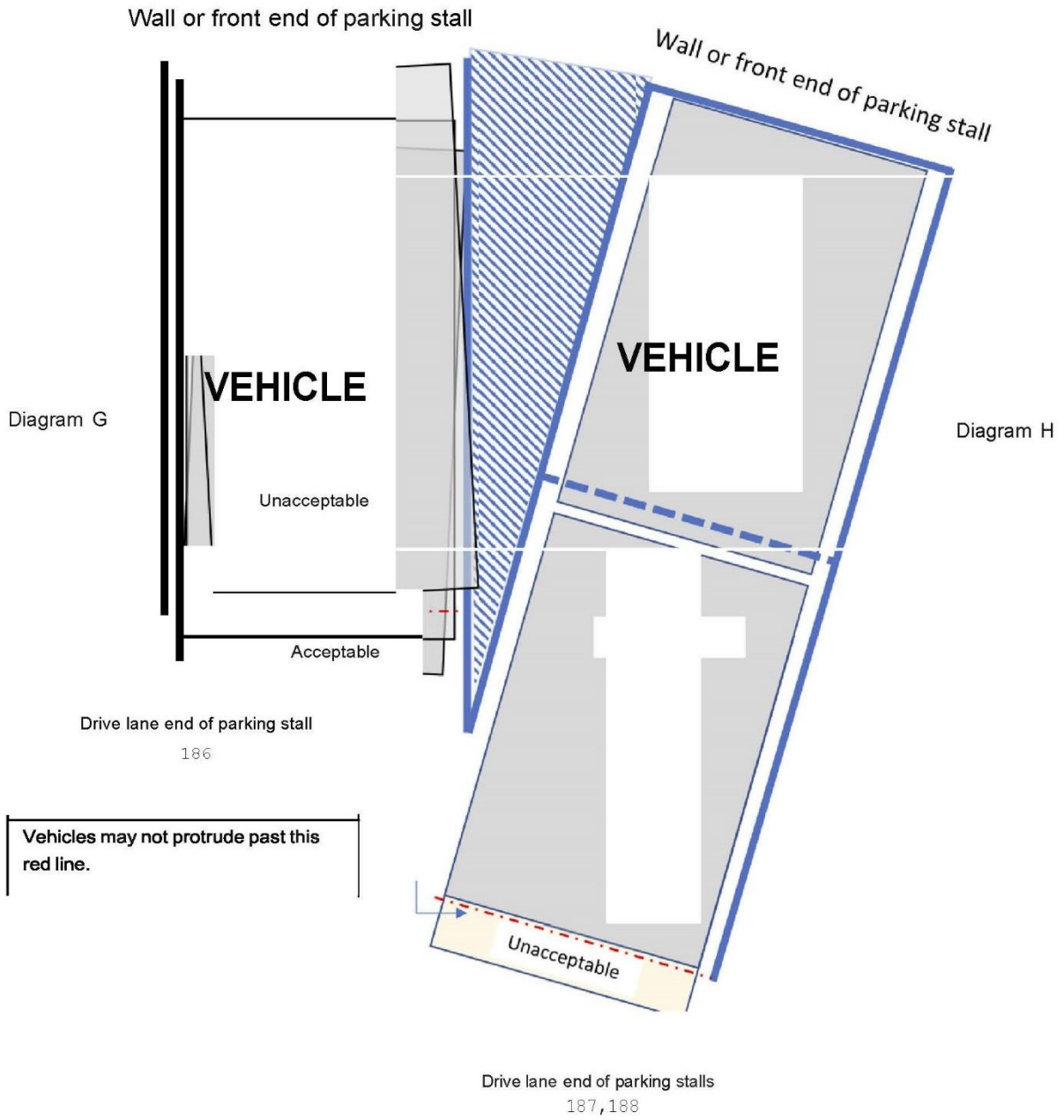


EXHIBIT J

HAWAII TOWER ADDENDUM M TO HOUSE RULES RULES FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING SYSTEMS

1. As used in this addendum:

“Common elements” include the land, grounds, landscaping, parking areas, driveways, walkways, and all foundations, floor slabs, perimeter, party and load-bearing walls, and other structural components of the building (see Section D.2 of the Restated Declaration for more details).

“Limited common elements” means the parking spaces assigned to the units and certain parts of the common elements that serve only one unit, as more specifically described in Section

D.3 of the Restated Declaration and Section 514B-35 of the Hawaii Revised Statutes.

Note: Since the installation of electric vehicle charging systems will only be possible on the common elements and limited common elements and since the installation will connect to the common element electrical system, owners must comply with the procedures outlined below for installing electric vehicle charging systems on those areas.

“Unit Owner” or “Owner” means the person who owns, or the persons owning jointly or in common, a unit and its appurtenant limited common interest or common interest.

“Board of Directors” or “Board” means the Board of Directors of the Association of Apartment Owners of Hawaiki Tower, Inc.

“Electric vehicle charging system” or “system” means a system that is designed in compliance with Article 625 of the National Electrical Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles. An electric vehicle charging system may include several charge points simultaneously connecting several electric vehicles to the system.

“Department of Planning and Permitting (DPP)” means the governmental authority having jurisdiction of the design and installation of the electric vehicle charging system in the City and County of Honolulu.

“Kilowatt Hour (Kwh)” means a kilowatt hour of electricity.

2. Prohibition

- a. No electric vehicle charging system shall be installed on or adjacent to any parking stalls or anywhere on the limited common elements or common elements without first obtaining written approval from the Board. This approval requirement also applies to electric vehicle charging systems installed on a limited common element parking stall. In order to process the approval request, the Board may hire an electrical engineer, at the unit owner’s expense, to determine the capacity of the Association’s electrical system and its ability to support the electric vehicle charging system.

- b. Only a unit owner may install an electric vehicle charging system at the project. No tenant or other occupant may install an electric vehicle charging system at the project except with the written permission of the unit owner, and the unit owner must: (i) submit the application form on behalf of the tenant or occupant; and (ii) on behalf of the tenant or occupant, assume all responsibilities imposed by these rules and the law on a unit owner who installs an electric vehicle charging system.
- c. No one may make any cuts into the structure of any building (floors, walls or ceiling) or trim any vegetation/landscaping on the common elements in connection with the installation of an electric vehicle charging system without the prior written permission of the Board. If a cut is made into the structure of the building, it must be approved by the Board and restored to a condition acceptable to the Board. The Board may require that the owner provide confirmation from an architect or structural engineer that any cuts in the structure of the building will not adversely affect the building.

3. Pre-Installation procedure

Any owner proposing to install an electric vehicle charging system must:

- a. Submit a fully completed copy of the Association's electric vehicle charging system installation form (attached) and obtain the written consent of the Board prior to commencing the design and permitting process.
- b. Confirm that the installation includes a sub meter to determine the electricity used by the electric vehicle charging system, so that the owner can be billed for the electricity.
- c. Hire an electrical engineer and electrician licensed in the State of Hawaii and with the required insurance (and other licensed and insured contractors, if necessary) to design and install the electric vehicle charging system and inform all engineers, electricians and contractors that the installation must comply with these rules.
- d. Submit the proposed plans to the Manager for review prior to submitting the plans to the DPP.
- e. Obtain a building permit from DPP for the installation of the electric vehicle charging system.
- f. Comply with all the requirements of the National Electrical Code and all laws and regulations applicable to the electric vehicle charging system.
- g. The design Electrical Engineer shall provide written confirmation that the electric vehicle charging system fully complies with these rules.
- h. Receive a Notice to Proceed from the Manager.

4. Installation Requirements

All electric vehicle charging system designs shall include the following:

- a. Install the electric vehicle charging system, including a sub meter, if requested by the Board, on the unit owner's limited common element parking stall or on a general common element that is as

close as possible to that parking stall, in the location designated by the Board.

- b. Integrate the electric vehicle charging system installation into the architecture and design of the building and make the electric vehicle charging system as visually unobtrusive as possible.
- c. Paint, or otherwise finish, all exposed surfaces to match the surface on which the electric vehicle charging system is mounted.
- d. Ensure that exterior interconnecting components are minimized and that any parts of the electric vehicle charging system that must be installed on the exterior of walls, floors, or ceilings are enclosed with material that is similar in color and texture to the adjacent building finishes.
- e. Comply with all procedures and requirement of Hawaiian Electric Company.

5. Post-Installation Procedure

- a. Within fourteen (14) days of obtaining the Board's written approval of the installation of the electric vehicle charging system, the owner must provide the Board with a certificate from an insurance company admitted to do business in Hawaii, naming the Association as an additional insured on the unit owner's insurance policy. The certificate of insurance must show that the policy covers the electric vehicle charging system and the liability insurance limit shall be at least \$300,000 per claim.
- b. An owner must (1) register the completed electric vehicle charging system installation with the Association within thirty (30) days after its substantial completion; and (2) provide a written confirmation by the owner's electrician that the work has been completed in accordance with these rules, the National Electrical Code, and all applicable laws and regulations.
- c. The owner of the electric vehicle charging system shall be solely responsible for the cost of electricity used by the system and for ensuring that the sub meter is functioning correctly at all times. The Owner of the electric vehicle charging station shall be required to pay for electricity charges upon receipt of an invoice from the Association. Failure to pay within 60 days may result in the electricity to the charging station being turned off. The cost of electricity per Kwh and an administrative fee billed to owners shall be determined by the Board of Directors from time to time.

6. Maintenance, repair, replacement and removal.

If an electric vehicle charging system is placed on a common element or limited common element, the unit owner who installed the electric vehicle charging system and each successive owner of the unit shall be responsible for:

- a. Any costs for damages to: (1) the electric vehicle charging system; (2) the common elements, including the common element electrical system; (3) the limited common elements; or (4) any adjacent units, arising or resulting from the installation, maintenance, repair, removal or replacement of the electric vehicle charging system.
- b. Maintaining the electric vehicle charging system and ensuring that all painted or finished surfaces are properly maintained to prevent peeling or cracking of the paint, or deterioration of the finish. If

the owner fails to maintain the finished surfaces of the electric vehicle charging system, the Association may maintain or repair the electric vehicle charging system, or cause it to be repaired and maintained, and charge all expenses associated with the repair or maintenance to the owner.

- c. Any repair, maintenance, removal, and replacement of the electric vehicle charging system (including the sub meter installed to monitor the cost of electricity for the charging system), until the electric vehicle charging system has been removed from the common elements or the limited common elements.
- d. Removing the electric vehicle charging system if reasonably necessary or convenient for the repair, maintenance, or replacement of the common elements or limited common elements.
- e. The Board may also require the removal of an electric vehicle charging system that threatens the health or safety of project residents.
- f. The owner and each successive owner shall at all times have and maintain a policy of insurance covering the obligations of the owner under these rules. The policy shall name the Association as an additional insured under the policy, and the owner shall not less than annually provide the Board with a current certificate of insurance confirming that the policy is in effect. The certificate shall provide that the Association must be notified at least thirty (30) days prior to cancellation of the insurance.
- g. The Board may require the removal of the electric vehicle charging system and related wiring when the owner who installed the system moves out of the project, unless a new owner or tenant requests the retention of the system and assumes all responsibilities for the system under these rules and provides the Board with written acceptance of same.
- h. If the maintenance, repair, removal and replacement charges are not paid by such owner or tenant, the Association may maintain, repair, remove and replace the electric vehicle charging system and all costs and charges incurred by the Association may be assessed against the unit and collected in the same manner as unpaid assessments for common expenses.

EXHIBIT K

RESOLUTION REGARDING COLLECTION OF DELINQUENT ASSESSMENTS

(Placeholder. Available from Hawaiki Tower Office)

EXHIBIT L

**RESOLUTION ADOPTING A SCHEDULE OF FINES FOR VIOLATIONS OF THE DECLARATION,
BY-LAWS, AND HOUSE RULES**

WHEREAS, the Board of Directors of the Association of Apartment Owners of Hawaiki Tower (the “Board”) has the power pursuant to Article V, Section 1(U) of the Association’s By- Laws (“the “Bylaws”) and Hawaii Revised Statutes (“HRS”) § 514B-104 (a) (11) to levy reasonable fines for violations of the Declaration (the “Declaration”), the Bylaws, and House Rules of the Association (the “project documents”) against unit owners, their tenants, and their family members, guests, employees, contractors, and anyone else who uses any portion of the Hawaiki Tower property (the “project”); and

WHEREAS, the Board or the Managing Agent has the power to establish such penalties and fines as it deems appropriate with respect to enforcement of the project documents, pursuant to Article V, Section 1(U) of the Bylaws; and

WHEREAS, the Board has all powers necessary for the administration of the affairs of the Association and is authorized to do all acts and things for that purpose that are not otherwise directed by law or the project documents to be exercised or done only by the unit owners, pursuant to Article III, Section 2 of the Bylaws; and

WHEREAS, in accordance with these powers and authority, the Board has decided to adopt a schedule of fines to be imposed for violations of the project documents;

RESOLVED, the Board adopts the following schedule of fines for any violation of the project documents by unit owners, their tenants, family members, guests, agents, employees, contractors, or anyone else using the project; and

RESOLVED FURTHER, the Board deems unit owners to be responsible for payment of any fines imposed with respect to their units, or as a result of the actions of the owner’s tenants, family members, guests, agents, or employees; and

RESOLVED FURTHER, the Board adopts the following policy, which shall apply to all unit owners, occupants, and other users of the project:

I. CITATIONS

The Board delegates primary enforcement to the General Manager and Managing Agent. If it is determined that a violation of the project documents has occurred, the Managing Agent, General Manager, or an officer of the Association shall deliver a written notice of violation (“citation”) to the unit owner and the violator (if the violator is other than the owner) notifying them of the violation. If the unit is tenant-occupied, the citation will be sent to the tenant and a copy of the citation will be sent to the unit owner or the unit owner’s rental agent. A copy of the citation will also be kept in the unit file at the General Manager’s office. Each citation issued shall briefly describe the nature of the violation; date and time of the violation; unit number; proposed sanction to be imposed, if any; and name of the parties involved, if known. The citation shall also inform the owner and/or violator of: (i) the right to appeal the proposed sanction to the Board; and (ii) the timetable for appeal, pursuant to section IV below.

A citation delivered to the owner and/or violator by first-class mail shall be deemed to have been delivered three (3) days after the postmark date of mailing.

II. FINE SYSTEM

If the House Rules provide an immediate fine for the violation that occurred, then the Board or Managing Agent shall impose a fine in the amount provided in the House Rules. Otherwise, if the Board or Managing Agent determines that a violation may warrant a fine, the citation or a subsequent notice shall be issued to the unit owner and violator (if the violator is not an owner) informing them of the amount of the proposed fine.

Except as otherwise provided in this resolution and in the House Rules, citations and fines shall be issued and imposed as follows:

1. **First Violation**: A written citation with a copy of said citation being sent to the unit owner if the offender is not the unit owner.
2. **Second Violation**: A written citation and a \$50.00 fine, which will be assessed against the unit owner.
3. **Third Violation**: A written citation and a \$100.00 fine, which will be assessed against the unit owner.
4. **Fourth Violation**: A written citation and a \$200.00 fine for each occurrence, which will be assessed against the unit owner.

Regardless of the schedule above, any action which in the opinion of the Board creates a hazard, hardship, danger or harm to residents of the project will result in a citation and an immediate fine of \$100 up to \$500 assessed against the unit owner. The Board reserves the right to immediately enjoin, abate, or remedy by appropriate legal proceedings, any violation of the project documents that may impair or in any way affect the value or safety of the project or the use, enjoyment, safety or health of any unit occupant. The Board may also seek the eviction of the persons responsible if they are tenants.

Note: A violation which has not been corrected within ten (10) days of the date of the citation will be considered another violation and subject to another citation and a fine. Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if a person first receives a citation for improper parking and then a citation for noise, that person may be fined \$50. Violations stay on record for twelve (12) months. A violation that is twelve (12) months old shall be removed from a unit owner's record and shall not be used in calculating fines for subsequent violations.

Fines will be assessed for each violation after an opportunity to be heard as provided below.

III. PAYMENT OF FINES AND LIABILITY

Unit owners shall be liable for their own fines and for fines assessed against their tenants, guests, family members, agents, employees, contractors, etc. A fine must be paid to the Association via its Management

Company within thirty (30) days of the assessment of the fine or a final decision on appeal. A fine shall be deemed a specific assessment chargeable against the owner's unit in the same manner as a common expense. If the owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed a common expense chargeable against the owner's unit. The Association may file a lien against the owner's unit for any unpaid fines and may collect the unpaid fines under the procedures provided in Article VI, Section 1 of the Bylaws. The Association may also assess a late penalty of \$100.00 against the unit owner for each month the fine remains unpaid, unless the Board votes to suspend or cancel the fine.

IV. APPEALS

Any citation or fine may be appealed as provided in this Section IV:

1. An owner, occupant, or other violator may contest a sanction or fine by filing an appeal in writing to the Board through the General Manager or Managing Agent within thirty (30) days of receipt of the citation, in accordance with this section and HRS § 514B-104 (a) (11).

2. The appeal must contain a copy of the citation and a statement of the facts. Owners or violators are strongly encouraged to include in their appeal: (1) an explanation of the position of the person filing the appeal; (2) the names and addresses of witnesses; (3) written statements from the witnesses; and (4) copies of proposed exhibits. At a hearing on the appeal pursuant to Section V below, the Board may limit the amount of time the owner or violator may have to present information.

3. Failure of the owner or violator to appeal within thirty (30) days of receipt of the citation shall result in the automatic imposition of the sanction or fine, if any, in the amount proposed in the citation and shall constitute a waiver of the right to a hearing and a loss of the right to contest the decision of the Board.

4. Owners are encouraged to pay any fines before filing an appeal. The pendency of an appeal will not halt the accrual of any fines or ongoing late fees imposed for the current or prior offenses, or the obligation of the owner and/or violator to correct the violations. If the fines are later rescinded on appeal, the Association shall promptly refund the amount of the fines and late fees to the owner.

V. HEARINGS

1. Hearings on appeals are held before the Board of Directors. Upon receipt of a timely appeal, the Board shall inform the owner and the appellant (if other than the owner) of the date, time and location of the hearing. All hearings must be scheduled within ninety (90) days after the appeal has been filed. The Board may continue the hearing in its sole discretion. The owner and/or appellant may, but are not required to, present information in person or in writing.

2. Procedure during the Hearing. At the hearing, the Board shall review the facts on which the sanction or fine was based and allow the owner and/or appellant to present any defenses to the claim in writing or orally.

3. Decision. The Board may reduce, suspend, or cancel any sanction or fine after considering the evidence presented at the hearing. The Board shall deliver a written decision to the owner and/or appellant as soon as possible after the hearing. If the Board votes to affirm the fine in whole or in part, the balance of the amount due shall be remitted by the owner in full within seven (7) days of the date that the owner is notified of the decision. If the Board votes to cancel the fine, the fine shall be rescinded.

VI. ALTERNATIVE DISPUTE RESOLUTION

In addition to the imposition of sanctions or fines, the Board may also take legal action to enforce the project documents, at the unit owner's expense. Any party may request mediation or arbitration pursuant to HRS Chapter 514B.

VII. LEGAL ACTION

NOTHING CONTAINED IN THIS RESOLUTION SHALL BE INTERPRETED TO PREVENT OR DELAY THE BOARD OR THE MANAGING AGENT FROM IMMEDIATELY FILING AN ACTION SEEKING TO ENJOIN, ABATE, REMOVE OR REMEDY ANY VIOLATION OR BREACH WHICH MAY IMPAIR OR IN ANY WAY AFFECT THE VALUE OR SAFETY OF THE PROJECT OR THE USE, ENJOYMENT, SAFETY OR HEALTH OF ANY UNIT OWNER OR RESIDENT.

CERTIFICATE

I hereby certify that the above resolution was adopted pursuant to Section 514B- 104 (a) (11) of the Hawai'i Revised Statutes and the BY-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS OF HAWAIIKI TOWER by the Board of Directors of the Association, at a Board meeting on November 25, 2019.

DATED: Honolulu, Hawai'i, _____, 2019.

[Print Name]
Secretary, Association of Apartment Owners of
Hawaiki Tower, Inc.

EXHIBIT M

HOUSE RULES FOR HAWAIIKI TOWER UNIT RENOVATION POLICY

The Association of Apartment Owners for Hawaiki Tower (the “Association”), hereby sets forth its policy on apartment remodeling and/or renovations for any project exceeding \$1,000 in cost.

1. Plans for renovation or other construction in an individual unit must be submitted to the General Manager for approval, subject to architectural and engineering review. The Board may require receipt and review of all necessary permits before work can commence. The Board may elect (with the owner’s concurrence) to out-source such architectural and/or engineering review to appropriate professionals. The cost of such professional review will be assessed to the owner. All renovation proposals must include:

- a. Completed and signed Request for Renovation Approval (Form 1, attached);
- b. Completed and signed Worker/Contractor’s Responsibility Agreement (Form 2, attached)
- c. Scope of work, with plans, drawings, specifications or other description;
- d. All material specifications (prior to purchase);
- e. Project schedule/time line; and
- f. List of contractors and subcontractors with their contact telephone numbers and proof of insurance

2. Approval of additions or modifications to units which include common elements (walls, entrance doors, lanais, flooring, etc.) does not imply acceptance by the Association of responsibility for maintenance or repair of such added or modified structure or surfaces. Maintenance or repair of such modification remains the responsibility of the owner. When a unit changes ownership, this liability is assumed by each successor owner.

3. Prior to the commencement of any work, the owner shall also submit to the Board a signed Worker/Contractor’s Responsibility Agreement (attached hereto as Form 2) for each contractor or service provider who shall be assisting the owner in his/her remodeling efforts.

4. Any renovation work that requires cutting into the floor slab (a common element) will require an x-ray or sonar scan of the floor area by a licensed technician. The owner shall not undertake any work which will involve the chipping or removal of concrete or any other structural element of the building or change the outside appearance of the building. The owner also shall not undertake any work which will involve the pouring of concrete. All questions concerning this type of work must first be presented to the General Manager.

5. The owner is responsible for obtaining and complying with all City and County rules concerning requirements for building permits.

6. The owner is required to ensure compliance with all condominium documents – the Restated

Declaration, Restated By-Laws, House Rules, and other policies derived from them – and observe the financial and legal responsibility for any actions necessary to comply with these documents.

7. The owner is required to have full homeowner's insurance coverage.
8. Only licensed and insured contractors in the State of Hawaii may be used. Major projects involving extensive work may not begin until proof of insurance and copies of all permits are submitted to the General Manager. The contractor's insurance shall include the Owner and AOA of Hawaiki Tower as additionally insured. Owner shall defend, indemnify and hold harmless the AOA of Hawaiki Tower, its directors, owners, employees and managing agent from any claims for damage which may arise out of the work being done.
9. Construction work within a residential unit is permitted *only* between the hours of 8:00 a.m. – 5:00 p.m. (Monday – Saturday). No construction or renovation work is authorized on Sundays and State and Federal Holidays.
10. Contractor workers are to confine their presence to work areas and routes of access. All other areas are off-limits, including the swimming pool and deck, the recreation area, and residential floors other than that where the job is located.
11. The owner is responsible for reserving in advance a freight elevator for the contractor's use.
12. Parking is available in the loading dock of the building located off Waimanu Street with security assistance. There is no contractor parking available on level 3 (Guest parking) without prior approval from Management.
13. All contractors, subcontractors, and their employees must acknowledge that the Association is not responsible for any claims by reason of fire, damage, injury, loss, or theft with respect to any vehicle or its contents parking in any parking area of the Association.
14. The owner is responsible for seeing that such items as carpet, materials, appliances, etc., are taken off the property after the renovation or remodeling work is completed. No items may be left in any common area of the building, loading zone, stairwell, or any other common area. **ABSOLUTELY NOTHING IS TO BE PUT DOWN THE TRASH CHUTE. NO ITEMS ARE TO BE LEFT IN ANY OF THE TRASH ROOMS.**
15. The carts located in the security office may not be used at anytime by the contractor/workers/service providers. Restrooms are available for contractors on level 2.
16. The owner is responsible for ensuring that their contractors/workers/service providers clean all of the common areas which may accumulate debris such as carpets, etc. The owners are responsible for any necessary repairs or cleaning.
17. The owner is responsible for ensuring that their contractors/workers/service providers use preventative measures such as laying down drop cloths in front of the apartment entrance hallways or any common area that may be affected by materials and foot traffic. No duct tape is permitted. No common area or other apartment unit shall be affected by dust, paint, or odors that are offensive or toxic in nature.

18. The owner is responsible for seeing that all debris, dust, shavings, paint, etc. from any work on his/her apartment is properly disposed of and is under no circumstance permitted to fall from or to be blown out of an apartment. Protective mesh must be installed on lanais to prevent debris from falling from the lanai to the ground below. All ventilation grills in the apartment (including air conditioning and bathroom grills) must be covered to block dust from migrating to other apartments.

19. Smoke detectors should be covered or disconnected during renovation to prevent dust from getting in.

20. Contractors must clean the elevators and common areas impacted by the construction on a daily basis. The apartment owner will be charged for carpet cleaning or repair if hallway carpets are damaged or stained as a result of construction work, and/or moving of equipment or materials to and from the unit.

21. Repair costs for any damage to elevators or other common areas of the building will be assessed to the unit owner employing or engaging the contractor at fault. Damage must be repaired immediately and not held off until construction is completed.

22. All forms, cabinets, doors, and such are to be made off site. Use of our building or parking areas as a manufacturing facility will not be permitted.

23. Where a hard surface floor is to be installed as a replacement for carpeting or other hard surface material, refer to Exhibit C (Flooring Specifications). The owner may need to have a sound test conducted at their expense to ensure that adequate sound proofing is included. Where carpeting is to be replaced, owner shall ensure that underlay to achieve adequate sound proofing is included. The owner shall allow the General Manager or his/her designated agent to witness actual flooring installation for assurance that proper insulation is utilized. Failure to install adequate sound insulation material may result in a requirement to remove flooring and re-install with proper insulation.

24. Noise from work being done, radios, TVs, or anything else will be kept at an acceptable level to avoid disturbing other residents.

25. Owners are responsible for the conduct of their contractors and their contractors' employees at all times, ensuring that their behavior is neither offensive to any resident, vendor, employee, nor damaging to any portion of the common elements.

FORM 1

**Request for Renovation Approval
Residential Units – Hawaiki Tower**

Owner(s): _____

Unit No. _____

Contact Number _____

Brief description of work to be done:

Documents Attached:

____ Description/Scope of Work

____ Plans/Drawings

____ Material Specifications

____ Anticipated Schedule/Time Line

____ Contractor(s) List

____ None

Will the project be bonded? _____

Submitted By: _____

Owner

Date: _____

FOR HT MGMT USE ONLY

Reviewed By: _____

Date: _____

Approved By: _____

Date: _____

Disapproved By: _____

Comment/Reason: _____

FORM 2

**Worker/Contractor's Responsibility Agreement
Residential Units – Hawaiki Tower**

1. **Construction work within a unit is permitted between the hours of 8:00 a.m. – 5:00 p.m. (Monday – Saturday). No construction or renovation work is authorized on Sundays or observed holidays.**
2. Contractors must be licensed and insured in the State of Hawaii.
3. The Loading Dock is located off Waimanu Street.
4. Any vehicle in the Loading Dock must be authorized by security
5. All contractors must comply with all City and County rules concerning requirements for building permits.
6. Check with management office for information concerning building plans or any other necessary information.
7. Elevator 2 (Makai Tower) or Elevator 5 (Mauka Tower) shall be the only elevator used by all contractors for transporting tools, equipment, and construction materials. The elevator must be reserved in advance. Coordination for use of this elevator is by the owner through Condo Control.
8. All contractors are responsible for taking items such as carpet, materials, appliances, etc., with them after the work is completed. No items may be left in any common area of the building, loading dock, stairwell, or any other common area. **Absolutely nothing goes down the trash chute and no items are to be left in the trash rooms.**
9. All contractors are responsible for the cleaning of all common areas that accumulate debris such as the carpets, etc. Owners and contractors are responsible for any necessary repairs or cleaning.
10. All contractors shall use preventative measures such as laying down drop cloths in front of the unit entrance hallways or any common area that may be affected by materials and foot traffic. No duct tape is allowed. No common area or other unit shall be affected by dust, paint, or odors that are offensive or toxic in nature.
11. Nothing shall be done by any contractor in any unit which involves chipping or removal of concrete or any other substance that may impair the structural integrity of the building or change the outside appearance of the building.
12. Debris, dust, shavings, paint, etc. from any such work shall be properly disposed of and shall under no circumstances be permitted to fall from or to be blown out of a unit.

13. The condominium documents require the owner of record to ensure compliance with the Declaration, Bylaws, and House Rules, and other policies derived from them and to place the financial legal responsibility for any actions necessary to enforce these documents.
14. Please be sure that radios, TVs, or any other sounds are kept at an acceptable level to avoid disturbing other residents.
15. Contractors are responsible for the conduct of their employees at all times, ensuring that their behavior is neither offensive to any resident, occupant, vendor, employee, nor damaging to any portion of the common elements.
16. Full insurance coverage and a current Hawaii State contractor's license are mandatory for any person or company doing work at Hawaiki Tower. Copies must be provided to the General Manager prior to any work being done.
17. In order to prevent the discomfort of sounds and noise transmission from units with hard surface floors (i.e., marble tile, wood, laminates) to the units below, the Association requires that a sound proofing underlying material be installed. Please refer to Exhibit C of the House Rules for guidelines to install non-carpet flooring.
18. A licensed contractor is required to perform any electrical or plumbing work.
19. The carts located in the security office may not be used at anytime by the contractor/workers/service providers. Contractors may use the restroom on level 2.

<u>BY SIGNING BELOW, I HEREBY ACKNOWLEDGE AND AGREE TO ABIDE BY ALL OF THE ABOVE MENTIONED ITEMS.</u>	
Company Name:	_____
Contractor's License Number:	_____
Contractor's Name:	_____
Unit Number:	_____
Signature:	_____
Date:	_____