

# AOAO Vendor Insurance Requirements

For vendors, contractors and businesses that the AOAO deals with, we recommend the following insurance limits and additions.

- The **General Liability (CGL)** Coverage with at least:
  - \$1million per occurrence/\$2million aggregate
  - Association and/or the Property Management Company to be named as ***additional insured\****
  - ***Waiver of subrogation\*\**** in favor of the Association and/or Property Management Company
- The **Automobile Liability** coverage with at least \$1million combined single limit
- The **Workers Compensation** coverage:
  - Association and/or the Property Management Company to be named as ***additional insured or alternate employer\****
  - ***Waiver of subrogation\*\**** in favor of the Association and/or Property Management Company

\*The ***additional insured and alternate employer*** status extend coverage to the Association under the vendor/contractor's policies.

\*\* The purpose for having the ***waiver of subrogation*** is that it prevents the vendor's/contractor's insurance company from going after the association for their employees' injuries sustained while working.

If the property management company, also had a part in selecting or hiring the vendor/contractor, they may also want to be named as additional insured and have the waiver of subrogation include them.



## Application for Approval to Renovate or Remodel Apartment # \_\_\_\_\_

Owners may make desired modification, alteration, renovation or remodeling of apartments only after the review and processing of this application. If an emergency repair is needed, contact the Manager immediately. All other work will fall into one of three categories.

Category A: Plan of work may proceed after coordination with Resident Manager.

Category B: Plan of work will be reviewed by the Evaluation Committee, and by the Board as needed.

Category C: Plan of work in all instances requires Board approval and applicable documents such as, but not limited to, architectural or engineering plans, and Honolulu City and/or County building permits as required.

Major changes or additions which could possibly affect the building or other residents, if approved, **will require an Indemnification Agreement from the owner or record which will be recorded at the Bureau of Conveyances and will run with the lease or deed.** Two copies of the following items are required for review by the Manager, the Evaluation Committee, and/or the Board of Directors.

1. Plans for the proposed renovation or remodeling. The minimum requirement is submittal of a basic floor plan marked to show proposed changes in the apartment. A floor plan is available from the Manager's office.

2. A written description of the proposed changes. Include the particulars of any additional fixture, equipment or appliance to be installed. Include the weight, size (length, width & height) and any noise producing element of the item. No floor loading greater than 40 lbs/ft<sup>2</sup> can be imposed at any point in the building.

3. Proposed floor covering materials should be indicated on the submitted plans. Floor coverings for areas originally covered by carpets (hallway, entry, living room, dining room and bedrooms) must be replaced with carpet of equal or better quality and kind. The installation of any floor covering other than carpet represents an exception of the House Rules and, if approved, must achieve 58 IIC (Impact Insulation Class) for tile and 59 IIC for hardwood flooring. An Indemnification Agreement is usually required. See III. *Maintenance, Modification and Renovation Guidelines, Category B, §7 and Exhibit 2* for details.

4. If any common area (structural element, plumbing, piping ventilation shaft or exterior wall of the building) is to be fastened to or changed in any way, this must be noted explicitly in the plans. See III. *Maintenance, Modification and Renovation Guidelines, Category C, §1 through §8*; and IV. *Architectural Guidelines and Approved Modifications, General Comments* for details.

5. Is a building permit required? YES ☐ NO ☐ If yes, have you applied? YES ☐ NO ☐

6. Estimated start date \_\_\_\_\_ Estimated Completion date \_\_\_\_\_

7. Will any of the planned modifications include changes to existing:

Plumbing:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Electrical:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Mechanical:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	Structural:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>

If any of the above questions are answered "YES", you will be required to submit plans and specifications prepared by a registered architect (or professional engineer if permitted by the Board) showing details of the proposed work. You will also be required to submit the name of the licensed contractor(s) who you intend to employ for the work and such other information as may be required by the Board. Even if you answer "NO" to each of the questions above, the Board may require plans and specifications and other information from you before deciding upon your application.

8. General description of intended alterations and/or additions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. List of Contractors, Engineers, and/or Architects:

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

(Continue on separate sheet, if needed)

10. Notice of approval to proceed with the work will come from the Resident Manager, who will also inspect the work upon completion. See V. *Procedures for Approval*, §B (3) for details.

11. I/We, the undersigned hereby request that the 1717 Ala Wai Board of Directors approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of the 1717 Ala Wai Maintenance, Modification and Renovation Policy Manual. I/We acknowledge and agree that any approval given by the Board of Directors shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board. I/We agree to periodic inspections during the renovation work by the Resident Manager and/or representatives of the Board of Directors. I/We agree that all noise generating work shall be accomplished during normal working hours which are Monday through Friday from 8:00 AM to 4:30 PM only. I/We understand that no work is to be done in the common areas and further agree to pay for the repair of any damage to or the cleaning of the common areas needed as a result of this renovation and/or remodeling activity.

Owner's Signature: \_\_\_\_\_ Apt # \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Received by Resident Manager's Office:

Date: \_\_\_\_\_ By: \_\_\_\_\_

**For Committee Use Only:**

Apartment # \_\_\_\_\_

Date Application Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_

Indemnification Agreement Required: YES      NO

Approved by Evaluation Committee      By: \_\_\_\_\_, Chairperson

Approved with Conditions      By: \_\_\_\_\_, Chairperson

Declined by Evaluation Committee      By: \_\_\_\_\_, Chairperson

Reason for Declination and/or Additional Requirements/Conditions: \_\_\_\_\_

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**Board of Directors Action:**

Date Application Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_

Indemnification Agreement Required: YES ☐      NO ☐

Approved by Board of Directors      By: \_\_\_\_\_, President

Approved with Conditions      By: \_\_\_\_\_, President

Declined by Board of Directors      By: \_\_\_\_\_, President

Reason for Declination and/or Additional Requirements/Conditions: \_\_\_\_\_

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Board Signatures (5 Required): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_;

\_\_\_\_\_;

# MAINTENANCE, MODIFICATION AND RENOVATION POLICY MANUAL



1717 ALA WAI CONDOMINIUM  
HONOLULU, HAWAII

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## **I Introduction**

The Board of Directors of the Association of Apartment Owners of 1717 Ala Wai Condominium, (Hereinafter referred to as "1717") has developed this Maintenance, Modification and Renovation Policy Manual in order to give owners information concerning alterations, additions and repairs at 1717, to organize the process, to provide criteria for consistent decisions by the Board, and to assist owners with compliance.

This manual is intended only to clarify the provisions found in Chapter 514A, Hawaii Revised Statutes, the Declaration of Condominium Property Regime for 1717, and the By-Laws of the Association (excerpts of which are included for reference purposes) under APPLICABLE PROVISIONS. In the event of any conflict between the provisions, the provisions of Chapter 514A, Hawaii Revised Statutes, the Declaration and the By-Laws, in that order shall control.

It is the intent of the Board that this manual is an evolving document with sufficient flexibility to address concerns and situations which may arise. Homeowners will be notified of any changes to the document.

## **II. Objectives**

The objectives of this manual are: To comply with the requirements of 1717 documents and the applicable statutes; to maintain the structural integrity of 1717's building; to preserve the value of the apartments at 1717; to enhance the aesthetic appearance of 1717; and to minimize any costs of enforcement of the provisions which govern and protect 1717.

## **III. Maintenance, Modification and Renovation Guidelines**

Prior to beginning any work, owners are required to obtain an application form from the Resident Manager's office, complete the form in its entirety and submit it to the Resident Manager. This allows proper scheduling of delivery personnel and contractors, and elevator use. The Resident Manager will be able to inform you when your planned work requires approval from the Board of Directors.

Maintenance, modification and renovation work items are organized in three categories:

- Category A. Work requiring no Board notification or approval.
- Category B. Work requiring Board notification
- Category C. Work requiring Board approval

The following lists are not meant to be comprehensive, but are intended to provide a guide to the general types of work items included in each category. If the scope of the work is expanded after the original application is completed (and approved by the Board if needed) all subsequent work items must be documented on additional applications and submitted to ensure a complete listing of the work items and/or changes.

## Category A

**Maintenance which may be undertaken by the homeowner no sooner than two working days after application for planned work is submitted to the Resident Manager.** (If an emergency repair is necessary, notify the Resident Manager immediately.) Owners must coordinate with the Resident Manager for elevator use, work hours, and any required shut-offs of water or electricity. The Resident Manager and/or the duty Security Officer should be informed of any work that involves outside workmen to alert Management of non-residents in the building. Category A includes:

1. Interior painting of the apartment unit (excluding the lanai walls and ceiling).
2. Application of wallpaper and wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, or vertical blinds in white, or off-white color or linings of white or off-white.
4. Window tinting: Owners may chose from a list of manufacturers specifications from the Board pre-approved list of materials.
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other built-in appliances (use of a licensed contractor is strongly recommended).
6. Replacement of shower doors.
7. Replacement of window screens.
8. Replacement of existing vinyl flooring in kitchens and bathrooms with new vinyl flooring. An acoustical underlayment shall be used under new materials.

## Category B

**The Resident Manager must have the completed application a minimum of 5 working days prior to starting the work. After the application for planned work is submitted to the Resident Manager, he/she will immediately inform the Evaluation Committee of the proposed work on these Category B items. In some instances, the proposed site and later the proposed work may require some oversight by the committee and the Resident Manager.**

**The Resident Manager cannot grant any variances from the rules of the provision of the governing documents.** All modification requests must be in writing.

Documentation (i.e., description of work, sketches or plans, manufacturers catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Resident Manager. Category B includes:

1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing.
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding apartment electrical panels) concealed in non load bearing interior apartment walls (use of a licensed contractor is strongly recommended).



3. Any relocation and/or alteration to non load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the walls may be impacted.
4. Replacement of kitchen and/or bathroom cabinets requiring electrical wiring at their original locations.
5. Replacement of the circuit breakers and bussing of the apartment's electrical panel requires licensed electrician for the work. This work should include changing the incoming connection to copper before its attachment to the panel board.
6. New carpeting must be installed with at least 3/8" thick carpet pad.
7. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.). An acoustical underlayment shall be used under all hard flooring materials. The underlayment must achieve 58 IIC (Impact Insulation Class) for tile and 59 IIC for hardwood flooring. The manufacturer's specifications for any proposed recommended underlayment must clearly state that the underlayment will achieve 58/59 IIC when placed over a six inch concrete slab without a suspended ceiling, as exists in our building (even though the 29th floor does have a suspended ceiling).
8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls as long as the wiring is covered with an electrical raceway. Prohibited is any cutting, chipping, or coring of concrete walls, floors or ceilings for any electrical installations (use of a licensed contractor is strongly recommended).
9. If drywall inserts, picture hooks or similar type fasteners are to be installed, you should first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they may cause to wiring or plumbing contained in walls or flooring.

## **Category C**

**Maintenance, modification and renovation work requiring Board approval.** The homeowner shall submit plans prepared by a licensed architect, qualified draftsman and/or engineer and obtain Board approval prior to starting construction work. The working hours, elevator usage, and utility shut-offs must be coordinated with the Resident Manager, prior to starting construction. Category C includes:

1. Relocation of any plumbing and drain lines away from their original position.
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element.
3. Air conditioners may be installed only in the locations provided for on the original plan of the building, i.e. in the lower section of the lanai window. It is recommended that air conditioning units not exceed a total current-draw of 16 amps at 120 volts or 8 amps at 240 volts. It is also recommended that the owner employ a licensed electrical contractor to complete a panel board maintenance. Other types or locations of installation must be by Board approval.
4. Relocation of or modification to electrical lines, junction boxes, apartment's electrical panel and any other electrical component concealed within a common

element.

5. Replacement of an existing bathtub or shower with a bathtub or shower of larger dimensions and/or volume.
6. Relocation of a toilet, sink or lavatory.
7. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed structural engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the association, at the owners expense, if the apartment owner proposes to alter or modify any load bearing wall.
8. Popcorn ceiling material: An owner planning any renovations that might disturb the ceiling materials must comply strictly with federal Environmental Protection Agency, the Occupational Safety and Health Administration, and State Health Department regulations. A licensed company certified to properly remove and dispose of suspected asbestos containing material must do all removal of ceiling materials. The popcorn ceiling material in the apartments has a high probability of containing asbestos fibers over current EPA allowable limits because the building was built prior to any "standards" being established. The original ceilings are believed to be not hazardous if left undisturbed. It is not normally recommended or necessary to remove these ceilings, but owners and residents should contact their own professional for advice if desired.
9. Installation of tile, natural or engineered wood or stone, or other hard surface flooring in areas originally covered with carpet or linoleum.
10. The Board has approved the installation of double vent awning type commercial windows in the kitchens of the '01 and '10 stacks. These windows may be purchased at Coastal Windows although they may be obtained elsewhere. The specifications are as follows:
  - a. The window shall be a double vent awning type with a solid white vinyl frame. Model MullWin CAW/CAW. The glass area shall be 3 feet 6 inches X 2 = 6.125 sq. ft. For additional information please see the Resident Manager.
  - b. The window must be of commercial grade for installation in a building over 2 stories high
  - c. The window assembly must be adequately connected to the concrete wall and its members be able to withstand the wind pressure of a Category 3 Hurricane on the total area of the window.
  - d. The window must be glazed with double strength gray glass.
  - e. The operator should be sill mounted to be accessible from the floor over the kitchen counter.
  - f. The sash should open a minimum of 45 degrees to allow cleaning of the outside of the glass from the inside.
  - g. An insect screen should be mounted on the inside of the frame, removable for cleaning.

Section 11: The board has also approved the installation of Single Sliders type window with solid white vinyl or aluminum frame for the bedroom and kitchen windows on the walkway for all stacks.

- a. The windows will slide from left to right.
- b. The windows may be clear glazed with double strength gray glass with a minimum thickness of 1/8 inch.

- c. An insect screen will be mounted on the inside of the frame and removable for cleaning.
- d. The window assembly must be adequately connected to the concrete wall and its members and are able to withstand the wind pressure of a category 3 hurricane on the total area of the window.
- e. The dimensions of the walkway bedroom windows are 77 inches by 26 1/4 inches.
- f. The dimensions of the '05 kitchen windows will be 60 1/2 inches by 31 inches.
- g. The dimensions for the '02, '03, '04, '08 and '09 unit windows model will be 59 inches by 40 1/4 inches.

## **Fair Housing**

Notwithstanding anything to the contrary herein and subject to reasonable administrative requirements as determined by the Board, handicapped residents, after complying with the application procedure, shall:

- 1. Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining bonds required by the Declaration or the By-Laws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and
- 2. Be allowed reasonable exemptions from the Declarations, By-Laws, the House Rules, and policies and procedures of the Association when necessary to enable them to use and enjoy their apartments and /or the common elements, as the case may be.

## **IV. Architectural Guidelines and Approved Modifications**

### **General Comments:**

Before making any alterations or additions to the apartments or to the common or limited common elements included in Category B and C of the guidelines, owners are required to notify and/or to obtain the approval of the Board of Directors. The Board has established guidelines pertaining to the common elements or limited common elements. The following guidelines do not cover every possible alteration or addition for which approval must be sought: if in doubt, ask the Resident Manager for assistance.

**NOTE: You must submit an application for approval by the Board of Directors for alterations and/or additions to the common elements, or limited common elements regardless of whether the alterations and/or additions are referenced below.**

- A. Provided that the written approval of the Board of Directors is first obtained, the following alterations and additions are generally considered permissible:**

1. Installation of tile on the apartment lanais. Owners are responsible for waterproofing the lanai floor prior to the installation of tile. Installation of tile may result in problems with spalling and the owner may be required to remove the tile in the future if problems arise.
2. Installation of window air conditioning units on apartment lanais. Air conditioning units that are visible from any portion of the exterior of the building, except from the lanai in question, will not be permitted.
3. The air conditioning units including fans, motors, thermostats, valves, coils, condensation pans and enclosures located within the apartments must be maintained by the apartment owner.
4. Installation of retractable canvas awning over the lanai opening. Awnings must be the same style and color as existing awnings.
5. In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices, owners and/or residents may only install satellite dishes that are one meter or less in diameter. One meter is 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Residents may not install a dish in any common element. Each dish must be installed on an owner's exclusive area only. Each dish shall be placed in the first of the following locations: a) within the apartment or; b) placed inconspicuously on the lanai. No common element or limited common element may be penetrated, or wiring exposed to view for the installation. Because of their location, many apartments will not benefit by any type of antenna. Residents are advised to seek a specialist's advice prior to purchase.
6. Replacement of original entry doorknob. Replacement of entry doorknobs must be brass or bronze in color and of a style that matches the original entry doorknob.
7. Installation of replacement or additional dead bolt in entry doors. New or replacement deadbolts must be brass or bronze and of a style that matches the original equipment.
8. Replacement of the entry door threshold. The exterior appearance of the new threshold must match the original equipment.
9. Temporary installation of seasonal decorations on the front door for up to 30 days. The Board reserves its right to regulate the length of time said decorations may be displayed.
10. Replacement of original doorbell or installation of door buzzer. The doorbell must be of the same style and color of the original equipment. The sound must not be disturbing to others.

**B. The following alterations and additions are not permissible:**

1. Enclosure of lanai with screen or glass, 30th and 31st floor units excepted.\*
2. Relocation of original lanai glass line.
3. Repainting of entry door exterior with non-standard color.
4. Replacement of wooden shutters with fixed glass.
5. Installation of screen or louvered door outside of entry door.
6. Installation of air conditioning units in corridor windows.
7. Installation of louvers in front door other than the '06 and '07 units.

\* Installation and/or alterations must follow previously Board approved design and construction criteria.

8. Installation of tile in exterior corridor entry door alcove
9. Repainting of lanai walls with non standard color.
10. Cutting, chipping or coring of concrete walls, ceilings or floors for plumbing, electrical or other installations.
11. Placement of personally owned plants, planters, decorations, etc. on exterior walls or on corridor floors, walls or entry doors.
12. Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors.
13. Replacement or addition of exterior light fixtures in corridors.
14. No change in the exterior appearance of apartment doors is allowed.
15. To prevent a fire hazard, dryer vents are not allowed to be vented into the space between walls or into the ventilation conduit in the bathrooms. External means of catching and containing the lint must be used.

### **C. Other General Guidelines**

1. All maintenance or replacement of window glass appurtenant to the apartment is the responsibility of the apartment owner.
2. Drapery, shades and shutters: The Board of Directors have determined that in order to preserve the uniform exterior appearance of the building, exterior windows of the units may only utilize white, or off white drapery, lining shades, blinds and shutters.
3. Washing machine valves and hoses, and the valves and water supply lines located beneath sinks and in kitchens are the responsibility of the apartment owner to maintain. Owners are advised to check these fixtures regularly for necessary replacement. Owners are advised to install Flood-Chek hoses and should not install the hoses supplied by the merchants when purchasing and installing a new washer.
4. Procedures for washer shut-off: If it becomes necessary to have the water supply shut off in order to install new fixtures or to make repairs, owners must contact the Resident Manager. Normally, water shut-offs must be scheduled for the second Tuesday of each month. Plumbers must report to the office between 8:30 and 9:00 a.m. in order hold the shut-off time to a minimum and not inconvenience other residents.

## **V. Procedures for Approval**

### **A. Appointment and scope of the Evaluation Committee**

The President of the Board will appoint Directors and/or owners to serve on this Committee. The Committee will consider all applications which are submitted, confer with the owner as necessary, retain professionals to review plans and specifications as necessary, (to be paid for by the applicant); and make a recommendation to the Board of Directors.

### **B. Application**

1. Form: The application must be submitted on a form provided by the Association and available from the Resident Manager's office (see sample attached, Exhibit 3). A copy of the unit floor plan will also be furnished to the owner by the Resident Manager's office for the purpose of graphically demonstrating work areas, etc.

2. Inclusions: The Evaluation Committee and/or the Board may require that the application include (1) detailed plans and specifications drawn and stamped by an architect; (2) a certificate of an architect that the plans, specifications and drawings fully and accurately depict the proposed alterations and additions as approved by the Building Department of the City and County of Honolulu; (3) proof of compliance with governmental requirements; (4) an executed recorded agreement in a form specified by the Board indemnifying the Association and assuming responsibility for maintenance of the alteration/addition (see sample attached, Exhibit 2 which is subject to modification by the Board depending on the nature of the proposed project); and (5) other information necessary to enable the Committee and Board to make a review. Depending on the nature of the proposed project, other information or materials may be required.

3. Site Inspection: The Resident Manager and/or an Evaluation committee member will make a site inspection prior to the approval of the application, and also as work progresses. Owners must make arrangements for the Resident Manager, and/or an Evaluation Committee member to inspect the site at a reasonable time upon completion of the work.

4. Committee Meeting: The owner and/or his/her representative will be invited to attend a committee meeting if the Committee has questions concerning the proposed improvements falling under Categories B and C .

5. Recommendation of Committee: Once the committee has received a complete application for work falling under Category C and has had an opportunity for a site inspection, if necessary; review by a professional, if required; and a meeting with the owner, the committee will vote on a recommendation to be made to the Board. The recommendation and application will be submitted to the Board and at least one member of the Committee will attend the Board meeting at which the application is placed on the agenda. If the Committee votes to disapprove the application, it must provide a report detailing the basis for disapproval to the Board and to the applicant. The applicant must be given the report at least 5 days prior to the Board meeting to enable him/her to prepare a response if so desired.

6. Board Approval/Disapproval: At the Board meeting, the owner and his/her representative will be given an opportunity to speak to the Board following the presentation of the report/recommendation of the Committee. The Board may make a decision at the meeting or may defer its decision to a future meeting. The Board may require that further information be submitted before considering the application.

The Board of Directors has authority to withhold approval of any alterations or

additions, at its discretion, on grounds of building integrity, uniformity of appearance of 1717, aesthetic values or for any reason, provided that such approval shall not be unreasonably withheld. The Board may adopt reasonable rules and regulations with regard to any proposed alteration or addition or other matter for which approval is sought.

The Board may require the owner requesting approval to provide the Board and the Association with a written agreement which shall be recorded at the Bureau of Conveyances of the State of Hawaii whereby the owner agrees to a number of things, including, but not limited to, to be responsible for the repair and maintenance of the alterations or additions; to remove the alteration or addition if necessary to repair a common element, or limited common element; and to indemnify the Association and the Board in the event of damages to the common elements, or limited common elements or any other apartment.

The Board's approval is conditional on the agreement of the owner to pay any attorney fees and costs incurred by the Association in connection with the owner's requests for Board approval or for ignoring architectural guidelines

7. Right of Appeal: Any owner whose application is denied in whole or in part may present an appeal of the decision at the next meeting of the Board of Directors following the denial. The owner will be permitted to submit any additional information which is relevant to the denial, and to speak or to have a representative speak. The Board may make its decision at the meeting at which the appeal is considered or defer its decision to a meeting not to exceed 45 days later.

8. Approval of Owners: Once the Board has approved the application, the Board will seek the approval of owners if required by the 1717 Documents or the Statutes. The applicant may be required to pay all or part of the cost of seeking such approval.

## **VI. Review Criteria**

The Board will review all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the apartment and its location. Design decisions made by the Board in reviewing applications are based on the following criteria, which represent in more specific terms the general standards of the 1717 Ala Wai Documents and Statutes.

A. Conformance with the Declaration, By-Laws and Statutes. All applications will be reviewed to confirm that the planned work is in conformance with the provisions of the 1717 Ala Wai governing documents and the Statutes. In certain instances, it could be necessary for the Board to obtain legal opinion from the Association attorney to verify the applicable requirements. Unless expressly waived by the Board, all plans and specifications must be prepared by a licensed architect or qualified draftsman.

B. Compliance with Licensing, Building, Zoning Codes. Owners will be required to present proof of compliance with all applicable governmental requirements (e.g. building permits, use permits, etc.). The Association makes this determination for its own benefit and the owner should not rely on the Association's approval of design as evidence that it has complied with applicable licensing, building and zoning codes.

C. Validity of Concept. The basic idea must be sound and appropriate to its surroundings.

D. Structural Integrity of the Building. Owners may be required to provide a statement from an architect or structural engineer that the proposed modification will not adversely affect the structural integrity of the building or any part of it.

E. Design Compatibility. The proposed work must be compatible with the architectural characteristics of the applicant's apartment, adjoining apartments and 1717 Ala Wai as a whole. Compatibility includes, but is not limited to, similarity in style, quality of workmanship, similar use of materials, color and construction details.

F. Location and Impact on 1717 Ala Wai. The proposed alteration should relate favorably to the landscape, the existing structure and 1717 Ala Wai. Some primary concerns are access, view, sunlight, ventilation and drainage. When a proposed alteration has possible impact on adjacent properties and/or its owners, it is suggested that the applicant discuss the proposal with neighbors prior to making application. It may be appropriate in some cases to submit neighbor comments along with the application. Condominium insurance policies should be examined and the insurance company consulted when appropriate.

G. Scale. The scale of the proposed alterations or additions should relate well to adjacent structures and its surroundings.

H. Color. The color of exposed alterations or additions cannot be changed so as not to match adjacent structures and surroundings.

I. Materials. Continuity is established by the use of the same or compatible materials as were used in the original structure.

J. Workmanship. Workmanship is another standard applied to all alterations or additions. The quality of work should be equal to or better of that of the surrounding area. Poor workmanship can also create safety hazards. Owners shall be responsible for damages or injuries resulting from safety hazards by or arising from the work or the workmanship. The Association shall not be responsible for any such damages or injuries nor shall the Association be responsible for poor workmanship or design defects.

K. Timing. Projects which remain uncompleted for long periods of time are visually objectionable, and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates.



Owners must adhere to stated completion dates.

## **VII Encumbrance Agreement**

Maintenance, repair and replacement of any common element or limited common element altered or modified by an apartment owner becomes the responsibility of the unit owner. The Board, in its sole discretion, shall determine whether such maintenance, repair or replacement shall be performed by the owner or by the Association at the owner's expense. This obligation shall pass with the title to the apartment in order to bind all future owners. As such you may be required to execute and record an "Encumbrance Agreement" similar to that found in Exhibit 2 or as may be adopted by the Board from time to time. Such an agreement may also be required if you alter or modify the interior of your apartment, as determined by the Board

The attached Agreement is a generic agreement related to alterations and additions. This is intended only to give owners an idea of the type of agreement that may be required to sign before making certain types of alterations or additions to their apartments or the common or limited common elements.

The Agreement will be modified to fit each particular alteration and/or addition or the pending circumstances. The Association attorney will prepare the Agreement. Owners will be required to pay the reasonable attorney's fees and costs incurred in the preparation of the Agreement and the recording the Agreement at the Bureau of Conveyances of the State of Hawaii.

## **VIII Obligations of Apartment Owners**

All apartment owners whose apartments have been altered or modified in any manner which differs from the plans and specifications thereof as depicted on the Condominium Map and/or as originally constructed or have altered or modified any common elements or limited common elements shall be subject to the following terms and conditions whether or not such terms and conditions are expressed in a separate agreement between the Association and the owner:

(a) Obligation to Repair/Replace. The owner shall promptly repair and/or replace, to the satisfaction of the Board or owner thereof, as the case may be, any damage, destruction, injury, or diminution in value to any common element or limited common element of the Project, to any apartment, or to any other property administered by the Association or belonging to any other party, arising in any manner whatsoever, whether through the owner's negligence or otherwise, from such alterations and additions. Such repair and/or replacement shall be such that the affected common element, limited common element, apartment, or property, is returned to a condition equivalent to its condition im-

mediately preceding said damage, destruction, injury, or diminution in value. The owner shall pay all costs and expenses of said repair and/or replacement. In the event that the owner fails to meet the obligations to repair or replace any common element, limited common element, or property of the Association as set forth herein, the Board, its employees and/or contractors are hereby authorized to make any such repairs and/or replacements thereto as the Board reasonably deems necessary, and shall have the right to enter the apartment in order to make such repairs and/or replacements and shall not thereby be deemed guilty in any manner of trespass. The owner shall promptly pay to the Association upon demand all sums expended by the Association for said purpose.

(b) Obligation to Abate Disturbance. (i) The complaint of any occupant at the Project of noise, vibration, or other disturbance or problem attributable to such alterations and/or additions shall be investigated by the Board, which shall then reach a determination as to the validity of such complaint. If the Board determines that the complaint is valid and that such alterations and/or additions are in fact creating a disturbance or problem, written notice shall be directed to the owner, describing with particularity the nature of the disturbance or problem and requesting the abatement thereof. Such written notice may in an appropriate case (as determined by the Board) also provide that unless the disturbance or problem is corrected prior to a date specified therein, the alterations and/or additions must be removed, provided that except as otherwise stated herein, such removal date shall not be sooner than fourteen (14) days after the date of such notice is delivered to the owner. Any notice to the owner shall be deemed delivered if mailed postage prepaid to the address of the apartment as shown in the Association records. The owner agrees that the Association, through its employees and/or contractors, may enter the apartment to abate such disturbance or problem or, if deemed reasonably necessary by the Board, to remove the additions and/or alterations if the owner does not do so within the above-stated time period.

(ii) In the event of an emergency, the owner shall immediately abate the then existing disturbance, nuisance or other condition causing the problem including, without limitation, the removal of the additions and/or alterations as instructed by the Board. The owner agrees that the Association, through its employees and/or contractors, may enter the apartment to abate such disturbance or problem without notice to the owner in the event of an emergency if it is not reasonably possible to contact the owner or if the owner fails to respond. Such an abatement or removal will be at the owners expense.

(c) Obligation to Remove Modifications. The owner shall promptly remove any such alterations and additions at the owner's expense if situated in such a manner as to interfere with or impair the ability of the Association to properly discharge its duties to maintain, repair, or replace any common element or limited common element of the Project, it being understood that the owner shall be entitled to reinstall the same upon the completion of such work by the Association,

unless the Board reasonably determines that such reinstallation would in some manner be detrimental to the interests of the Project or its occupants. The Association shall be empowered to remove such additions and/or alterations, at the owner's expense, if the owner fails to do so within fourteen (14) days of written notice.

(d) Obligation to Maintain. The owner shall maintain and repair the alterations and/or additions in a good condition. The owner may not make any changes alteration and/or addition without the prior approval of the same by the Board. The owner acknowledges and agrees that it is intended that the exterior of the Project present a uniform appearance, and to effect that end the owner agrees that the Board may regulate the type and color of any exterior component as well as requiring regular maintenance and repair.

(e) Indemnification/Hold Harmless. The owner shall defend, indemnify and hold harmless the Association, its officers and directors as well as all other owners of apartments at the Project from any and all liability, loss, damage, costs or expenses, including reasonable attorneys' fees, which may arise as a result of the alterations and additions.

## Exhibit 1

### The Applicable Provisions

#### **A The Declaration:**

##### 1. Description of the Apartments

Paragraph 4 of the Declaration provides, in part:

Each apartment shall include all the walls and partitions within its perimeter walls; any glass windows or panels along its perimeter; the interior half of the perimeter walls, whether load bearing or non-load bearing; the inner decorated or finished surfaces of the floors and ceilings; any adjacent lanai or terrace shown on said condominium map; and the built-in fixtures including all electrical and plumbing fixtures, the range, built-in oven, dishwasher, and garbage disposal units; provided, that the interior half of any load bearing wall on the perimeter of an apartment and any load bearing wall within an apartment is a limited common element and appurtenant to such apartment.

##### 2. Description of the Common Elements

Paragraph 6 of the Declaration provides:

Common Elements. The common elements will include the limited common elements described in paragraph 7 below and all other portions of the land and improvements other than the apartments, including the apartment building, the land on which it is located, and all elements mentioned in the Horizontal Property Act which are actually constructed on the land described herein, and specifically shall include, but shall not be limited to:

- (a) Said land in fee simple;
- (b) All foundations, columns, girders, beams, supports, bearing walls, corridors, fire escapes, entry halls, stairs, walkways, entrances and exits of said building;
- (c) The roofs;
- (d) Yards and refuse areas;
- (e) All driveway and parking areas;
- (f) All ducts, electrical equipment, wiring and other central and appurtenant installations for the services including power, light, cold and hot water, air conditioning, television antenna, refuse and telephone;

- (g) Automatic electric passenger elevators with elevator housing and appurtenant equipment;
- (h) Swimming pool and recreation area on the third floor;
- (i) The Manager's residence on the third floor;
- (j) The equipment and storage rooms located on the first and second floors; sauna baths, toilet and shower facilities on the second floor but accessible from the third floor;
- (k) From 11 to 17 parking spaces for guest parking purposes, the exact number and location of the parking spaces to be designated by the developer.

### 3. Description of the Limited Common Elements

Paragraph 7 of the Declaration provides:

Certain parts of the common elements, herein called and designated "limited common elements", are hereby set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

- (a) One parking space for each apartment shall be appurtenant to and for the exclusive use of such apartment; the developer reserves the right to designate the particular parking space to be appurtenant to an apartment and to designate if another parking space shall be appurtenant to an apartment.
- (b) The corridors and elevator lobbies on each apartment floor on and above the third floor are restricted for the use of the apartment owners living on each floor.
- (c) The storage facilities designated on Exhibit "B" as appurtenant to particular apartments shall be appurtenant to such apartments.
- (d) All load bearing walls within the perimeter walls of an apartment and the interior one-half of all perimeter walls of an apartment, whether load bearing or non-load bearing, shall be appurtenant to the apartment in which they are located.

## **B. The By-Laws:**

### 1. Maintenance and Repair of Apartments

Section 3 of the General Provisions in the By-Laws provides:

All maintenance of and repairs to any apartment (other than maintenance of and repairs to any common elements contained therein, and not necessitated by misuse or neglect of the owner of such apartment) shall be made by the owner of such apartment.

2. Additions, Alterations or Improvements by Apartment Owners

Section 5 of the General Provisions in the By-Laws provides:

No apartment owner shall make any structural alterations within the apartment without the prior written consent of the Board or make any alterations in or additions to the exterior of his apartment (including awnings, jalousies, or screens) or to any other portion or portions of the common elements without the approval of the Board and, if the proposed alteration or addition is material, the vote or written consent of seventy-five percent (75%) of the Apartment Owners.

3. Additions, Alterations or Improvements by Apartment Owners

Article III, §2(q) of the By-Laws provides:

Maintenance and repair of any apartment if such maintenance or repair is necessary, in the discretion of the Board, to protect the common elements and the limited common elements or any other portion of the building, and the owner or owners of said apartment have failed or refused to perform said maintenance or repair delivered by the Board to said owner or owners, provided that the Board shall levy a special assessment against such apartment for the cost of said maintenance or repair which shall constitute a lien against the owner's interest in his apartment which may be foreclosed in the same manner as provided in the Condominium Property Act for common expenses.

Article V, §1(c) of the By-Laws provides:

An apartment owner shall not do any work which would endanger the soundness or threaten safety of the property, reduce the value thereof or impair any easement or hereditament, nor may any apartment owner add any material structure or excavate any additional basement or cellar different in any material respect from the Condominium Map of the Project, without in every such case the consent of seventy-five percent (75%) of the apartment owners being first obtained; provided, that additions to or alterations of an apartment made within such an apartment or within a limited common element appurtenant to and for the exclusive use of such apartment shall require approval only by the Board of Directors.

Article V, §1(d) of the By-Laws provides:

An apartment owner shall not, without the prior written consent of the Board

or the managing Agent, display any sign or any other device in or upon any door, window, wall or other portion of the premises, or otherwise so as to be visible from the exterior.

### **C. Chapter 514A, Hawaii Revised Statutes:**

§ 514A-89, Certain work prohibited.

(a) No apartment owner shall do any work that could jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(b) No apartment owner shall add any material structure or excavate any additional basement or cellar, without first obtaining in every such case the consent of seventy-five percent of the apartment owners, together with the consent of all apartment owners whose apartments or limited common elements appurtenant thereto are directly affected.

(c) Nonmaterial structural additions to the common elements, including, without limitation, additions to or alterations of an apartment made within the apartment or within a limited common element appurtenant to and for the exclusive use of the apartment shall require approval only by the Board of Directors of the Association of Apartment Owners and such percentage, number or group of apartment owners as may be required by the declaration or By-Laws; provided that the installation of solar energy devices shall be allowed on single-family residential dwellings or townhouses pursuant to the provisions in section 196-7.

As used in this section:

"Nonmaterial structural additions to the common elements," means a structural addition to the common elements that does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, detract from the appearance of the project, interfere with or deprive any nonconsenting owner the use or enjoyment of any part of property, or directly affect any nonconsenting Owner.

"Solar energy device" means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it must be installed in place and ready to be made operational in order to qualify as a "solar energy device;" and provided further that "solar energy device" shall not include skylights or windows.

"Townhouse" means a series of individual houses having architectural unity and a common wall between each unit; provided that each unit extends from the ground to the roof.

## **D. Chapter 514B, Hawaii Revised Statutes:**

§ 514B-140 Additions to and alterations of condominium.

(a) No unit owner shall do any work that may jeopardize the soundness or safety of the property, reduce the value of, or impair any easement, as reasonably determined by the Board.

(b) Subject to the provisions of the declaration, no unit owner may make or allow any material addition or alteration, or excavate an additional basement or cellar, without first obtaining the written consent of sixty-seven per cent of the unit owners, the consent of all unit owners whose apartments or appurtenant limited common elements are directly affected, and the approval of the Board, which shall not unreasonably withhold such approval. The declaration may limit the Board's ability to approve or condition a proposed addition or alteration; provided that the Board shall always have the right to disapprove a proposed addition or alteration that the Board reasonably determines could jeopardize the soundness or safety of the property, impair any easement, or interfere with or deprive any nonconsenting owner of the use or enjoyment of any part of the property.

(c) Subject to the provisions of the declaration, nonmaterial additions to or alterations of the common elements or units, including, without limitation, additions to or alterations of a unit made within the unit or within a limited common element appurtenant to and for the exclusive use of the unit, shall require approval only by the Board, which shall not unreasonably withhold the approval, and such percentage, number, or group of the unit owners as may be required by the declaration or By-Laws; provided that the installation of solar energy devices shall be allowed on single family residential dwellings or townhouses pursuant to the provisions in section 196-7.

As used in this subsection:

"Nonmaterial additions and alterations," means an addition to or alteration of the common elements or a unit that does not jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement, detract from the appearance of the project, interfere with or deprive any nonconsenting owner the use or enjoyment of any part of property, or directly affect any nonconsenting Owner.

"Solar energy device" means any new identifiable facility, equipment, apparatus, or the like which makes use of solar energy for heating, cooling, or reducing the use of other types of energy dependent upon fossil fuel for its generation; provided that if the equipment sold cannot be used as a solar device without its incorporation with other equipment, it must be installed in place and be ready to be made operational in order to qualify as a "solar energy device;" and provided further that "solar energy device" shall not include skylights or windows.



## Exhibit 2

### Indemnification Agreement (5 pages)

AGREEMENT made this day of \_\_\_\_\_, 2004 between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as "Owner"), the owner of the property described in Exhibit "A", attached hereto and incorporated herein by reference, said property being Apartment No. \_\_\_\_\_ of the 1717 ALA WAI condominium project (hereinafter referred to as the "Apartment"), which property is situated at 1717 Ala Wai Boulevard, Honolulu, Hawaii, and the ASSOCIATION OF APARTMENT OWNERS OF 1717 ALA WAI CONDOMINIUM (hereinafter referred to as "Association"), by and through its Board of Directors (hereinafter referred to as the "Board").

In consideration for the Owner's covenants contained herein, the Association hereby grants permission to Owner for the following alteration(s) and/or addition(s) to the Apartment: alteration(s) and/or addition(s) as described in the plans and specifications approved by the Board of Directors of the Association attached hereto as Exhibit "B".

Said permission is conditioned upon such alteration(s) and/or addition(s) being constructed in strict accordance with Exhibit "B" and with any building permit(s) issued for such alteration(s) and/or addition(s). Noncompliance with this condition shall immediately cause the permission hereby granted to become null and void. This Agreement shall in no way authorize any other alteration(s) or addition(s) to the Apartment or the 1717 Ala Wai condominium project (the "Project").

IN CONSIDERATION of the Association's approval of Owner's request to make the aforesaid alteration(s) and/or addition(s). Owner hereby agrees to promptly repair and/or replace, to the satisfaction of the Board or the owner thereof, as the case may be, any damage, destruction, injury, or diminution in value to any common element or limited common element of the Project, to any apartment, or to any other property administered by the Association or belonging to any other party, arising in any manner whatsoever, whether through the Owner's negligence or otherwise, from the aforesaid alteration(s) and/or addition(s). Such repair and/or replacement shall be such that the affected common element, limited common element, apartment, or property, is returned to a condition equivalent to its condition immediately preceding said damage, destruction, injury, or diminution in value. Owner agrees to pay all costs and expenses of said repair and/or replacement. In the event that the Owner fails to meet its obligations to repair or replace any common element, limited common element, or property of the Association as set forth herein, the Board and/or employees and/or contractors are hereby authorized to make any such repairs and/or replacements thereto as the Board reasonably deems necessary, and shall have the right to enter the Apartment in order to make such repairs and/or replacements and shall not thereby be deemed guilty in any manner of trespass. Owner shall promptly pay to the Association upon demand all sums expended by the Association for said purpose.

The complaint of any 1717 ALA WAI apartment occupant of noise, vibration, or other disturbance or problem attributable to such alteration(s) and/or addition(s) shall be investigated by the Board, which shall then reach a determination as to the validity of such complaint. If the Board determines that the complaint is valid and that the alteration(s) and addition(s) are in fact creating a

disturbance or problem, written notice shall be directed to Owner, describing with particularity the nature of the disturbance or problem and requesting the abatement thereof. Such written notice may in an appropriate case (as determined by the Board) also provide that unless the disturbance or problem is corrected prior to a date specified therein, the alteration(s) and/or addition(s) must be removed by a date specified therein, provided that except as otherwise stated herein, such removal date shall not be sooner than fourteen (14) days after the date of such notice if personally delivered to the Owner, nor sooner than eighteen (18) days after the date of such notice if mailed to the Owner at 1717 Ala Wai

Boulevard, Apartment No. \_\_\_\_\_, Honolulu, Hawaii 96815, or to such other address as shall hereafter be received by the Board from the Owner, in writing. Owner agrees that the Association, through its employees and/or contractors, may enter the Apartment to abate such disturbance or problem or, if deemed reasonably necessary by the Board, to remove the alteration(s) and/or addition(s), if Owner does not do so within the above-stated time period.

In the event of an emergency, as reasonably determined by the Board, Owner shall abate the then existing disturbance or problem or remove the alteration(s) and/or addition(s), as instructed by the Board, immediately upon the Owner's receipt of notice from the Board to do so. Owner agrees that the Association, through its employees and/or contractors, may enter the apartment to abate such disturbance or problem or, if necessary, to remove the alterations(s) and/or addition(s), in the event of an emergency, at the Owner's expense, if the Owner does not immediately do so upon notification from the Board of such disturbance or problem, or without giving such prior written notice, in the event of such an emergency which the Board, in its reasonable discretion, determines to require the immediate correction of such a disturbance or problem under circumstances which do not reasonably permit the giving of prior written notice to Owner.

Owner also agrees that it shall promptly remove such alteration(s) and/or addition(s) if situated in such manner as to interfere with or disable the Association from properly discharging its duties to maintain, repair, or replace any common element or limited common element of the 1717 ALA WAI condominium project, it being understood that Owner shall be entitled to reinstall the same upon the completion of such work by the Association, unless the Board reasonably determines that such reinstallation would in some manner be detrimental to the interest of the project and/or its occupants. The Association shall be empowered to remove such alteration(s) and/or addition(s), at Owner's expense, if Owner fails to do so within fourteen (14) days of its receipt of written notice to do so for the aforesaid purpose.

The Association shall in no event be liable for any damage to such alteration(s) and/or addition(s) during the course of correcting any disturbance or problem or removing the addition(s) and/or improvement(s) under the terms of this Agreement, or for any expense associated therewith, regardless of whether such removal is accomplished by Owner or the Association.

Owner further agrees to defend, indemnify and hold harmless the Association, its officers and directors, all owners of apartments at the 1717 ALA WAI condominium project, as well as all parties

having any interest whatsoever which may be adversely affected by the aforesaid alteration(s) and/or addition(s), from any and all liability, loss, or damage costs or expenses, including reasonable attorneys' fee, which may arise as a result of such alteration(s) and/or addition(s). Owner specifically and expressly acknowledges that all owners of apartments at the 1717 ALA WAI condominium project, as well as all parties having any interest whatsoever which may be adversely affected as set forth above, are intended to be third party beneficiaries of this Agreement.

In the event that Owner fails to comply with any of the terms contained in this Agreement, Owner agrees to pay to the Association all amounts expended by the Association for the enforcement of this Agreement and/or to assert its rights on account of such noncompliance, including attorneys' fees, court costs, and sheriff's fees, together with interest at the highest rate then permitted by law upon all amounts expended by the Association pursuant to this Agreement.

It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held by the courts to be invalid or unenforceable, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid or unenforceable.

The parties hereto agree that this Agreement shall be recorded as an equitable servitude on the property described in Exhibit "A" attached hereto, which shall be binding upon the Owner's successors in interest and assigns, as well as each and every other person and/or entity having any leasehold or ownership interest in said property in the future. The parties hereto further agree that this Agreement shall survive any surrender and/or cancellation of the Apartment Lease described in Exhibit "A", attached hereto, and/or any merger thereof with the interest of the lessor in the Apartment.

ASSOCIATION OF APARTMENT OWNERS  
OF 1717 ALA WAI

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Its:

\_\_\_\_\_  
OWNER

By: \_\_\_\_\_  
Its:

STATE OF HAWAII )  
 ) SS  
CITY & COUNTY OF HONOLULU )

On this            day of            2004, before me personally appeared \_\_\_\_\_, to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 ) SS  
CITY & COUNTY OF HONOLULU )

On this            day of            2004, before me personally appeared \_\_\_\_\_, to me personally known, to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 ) SS  
CITY & COUNTY OF HONOLULU )

On this            day of            2004, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that the instrument was signed in behalf of the corporation by authority of its Board of Directors and he/she acknowledged the instrument to be the free act and deed of the corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

STATE OF HAWAII )  
 ) SS  
CITY & COUNTY OF HONOLULU )

On this            day of            2004, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ and that the instrument was signed in behalf of the corporation by authority of its Board of Directors and he/she acknowledged the instrument to be the free act and deed of the corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

EXHIBIT "A" of the Indemnification Agreement

FIRST: APARTMENT NO. \_\_\_\_\_ of the 1717 ALA WAI condominium project, as established by Declaration of Horizontal Property Regime dated January 26, 1968, filed as aforesaid as Document No. 436473, as amended (herein called the "Declaration"), together with an exclusive right to use the parking space(s) and storage space(s) designated in the Apartment Lease and/or Deed referred to below, all as shown on Condominium Map No. 55, as amended, filed in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as aforesaid.

SECOND: An undivided \_\_\_\_\_ % interest in all the common elements of the project as established by the Declaration for the project, as amended.

TOGETHER with appurtenant easements described in said Apartment Lease and/or Deed, as amended, and SUBJECT to the encumbrances, restrictions, covenants, agreements, obligations, conditions and other provisions set forth in said instruments and Declaration, as amended, the By-Laws attached thereto, and the above-mentioned condominium map, to which reference is hereby made.

SUBJECT, FURTHER, without limitations to the generality of the foregoing, to the following encumbrances affecting the land upon which said project is situated:

1. The terms and provisions of that certain Master Lease dated December 13, 1967, filed as aforesaid as Document No. 434176, executed by and between Magoon Estate, Limited, a Hawaii corporation, as Lessor, and Magoon Development corporation, a Hawaii corporation, as Lessee.

2. As to the land upon which the condominium project is situate:

a. Grant dated October 26, 1959, filed as aforesaid as Document No. 246953, in favor of the Hawaiian Electric Company, Inc. and Hawaiian Telephone Company, granting an easement for utility purposes over and across Lot 18.

b. Designation of Easement E affecting Lot 18, as shown on Map 19, as set forth by Land Court Order No. 28749, filed July 17, 1968.

Owner holds title to said property by virtue of that certain Apartment Deed dated \_\_\_\_\_, made by and between \_\_\_\_\_ and SELLER, filed as Document No. \_\_\_\_\_ and duly noted on Transfer Certificate of Title No. \_\_\_\_\_.

Page 1 and End of EXHIBIT "A"

## Application for Approval to Renovate or Remodel Apartment # \_\_\_\_\_

Owners may make desired modification, alteration, renovation or remodeling of apartments only after the review and processing of this application. If an emergency repair is needed, contact the Manager immediately. All other work will fall into one of three categories.

Category A: Plan of work may proceed after coordination with Resident Manager.

Category B: Plan of work will be reviewed by the Evaluation Committee, and by the Board as needed.

Category C: Plan of work in all instances requires Board approval and applicable documents such as, but not limited to, architectural or engineering plans, and Honolulu City and/or County building permits as required.

Major changes or additions which could possibly affect the building or other residents, if approved, **will require an Indemnification Agreement from the owner or record which will be recorded at the Bureau of Conveyances and will run with the lease or deed.** Two copies of the following items are required for review by the Manager, the Evaluation Committee, and/or the Board of Directors.

1. Plans for the proposed renovation or remodeling. The minimum requirement is submittal of a basic floor plan marked to show proposed changes in the apartment. A floor plan is available from the Manager's office.
2. A written description of the proposed changes. Include the particulars of any additional fixture, equipment or appliance to be installed. Include the weight, size (length, width & height) and any noise producing element of the item. No floor loading greater than 40 lbs/ft<sup>2</sup> can be imposed at any point in the building.
3. Proposed floor covering materials should be indicated on the submitted plans. Floor coverings for areas originally covered by carpets (hallway, entry, living room, dining room and bedrooms) must be replaced with carpet of equal or better quality and kind. The installation of any floor covering other than carpet represents an exception of the House Rules and, if approved, must achieve 58 IIC (Impact Insulation Class) for tile and 59 IIC for hardwood flooring. An Indemnification Agreement is usually required. See III. *Maintenance, Modification and Renovation Guidelines, Category B, §7 and Exhibit 2* for details.
4. If any common area (structural element, plumbing, piping ventilation shaft or exterior wall of the building) is to be fastened to or changed in any way, this must be noted explicitly in the plans. See III. *Maintenance, Modification and Renovation Guidelines, Category C, §1 through §8*; and IV. *Architectural Guidelines and Approved Modifications, General Comments* for details.

5. Is a building permit required? YES                      NO                      If yes, have you applied?                      YES                      NO

6. Estimated start date \_\_\_\_\_ ☐ Estimated Completion date \_\_\_\_\_ ☐ ☐

7. Will any of the planned modifications include changes to existing:

Plumbing:	YES	NO	Electrical:	YES	NO
Mechanical:	YES <input type="checkbox"/>	NO <input type="checkbox"/>	Structural:	YES <input type="checkbox"/>	NO <input type="checkbox"/>

If any of the above questions are answered "YES", you will be required to submit plans and specifications prepared by a registered architect (or professional engineer if permitted by the Board) showing details of the proposed work. You will also be required to submit the name of the licensed contractor(s) who you intend to employ for the work and such other information as may be required by the Board. Even if you answer "NO" to each of the questions above, the Board may require plans and specifications and other information from you before deciding upon your application.

8. General description of intended alterations and/or additions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

9. List of Contractors, Engineers, and/or Architects:

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

**Name:** \_\_\_\_\_

Address: \_\_\_\_\_ Phone \_\_\_\_\_

License #: \_\_\_\_\_ License Type: \_\_\_\_\_

(Continue on separate sheet, if needed)

10. Notice of approval to proceed with the work will come from the Resident Manager, who will also inspect the work upon completion. See V. *Procedures for Approval, §B (3)* for details.

11. I/We, the undersigned hereby request that the 1717 Ala Wai Board of Directors approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of the 1717 Ala Wai Maintenance, Modification and Renovation Policy Manual. I/We acknowledge and agree that any approval given by the Board of Directors shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board. I/We agree to periodic inspections during the renovation work by the Resident Manager and/or representatives of the Board of Directors. I/We agree that all noise generating work shall be accomplished during normal working hours which are Monday through Friday from 8:00 AM to 4:30 PM only. I/We understand that no work is to be done in the common areas and further agree to pay for the repair of any damage to or the cleaning of the common areas needed as a result of this renovation and/or remodeling activity.

Owner's Signature: \_\_\_\_\_ Apt # \_\_\_\_\_ Date: \_\_\_\_\_

Owner's Signature: \_\_\_\_\_

Received by Resident Manager's Office:

Date: \_\_\_\_\_ By: \_\_\_\_\_

**For Committee Use Only:**

Apartment # \_\_\_\_\_

Date Application Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_

Indemnification Agreement Required: YES                      NO

Approved by Evaluation Committee                      By: \_\_\_\_\_, Chairperson

Approved with Conditions                                      By: \_\_\_\_\_, Chairperson

Declined by Evaluation Committee                      By: \_\_\_\_\_, Chairperson

Reason for Declination and/or Additional Requirements/Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Board of Directors Action:**

Date Application Received \_\_\_\_\_ Date Reviewed \_\_\_\_\_

Indemnification Agreement Required: YES      ☐      NO      ☐

Approved by Board of Directors                      By: \_\_\_\_\_, President

Approved with Conditions                                      By: \_\_\_\_\_, President

Declined by Board of Directors                      By: \_\_\_\_\_, President

Reason for Declination and/or Additional Requirements/Conditions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

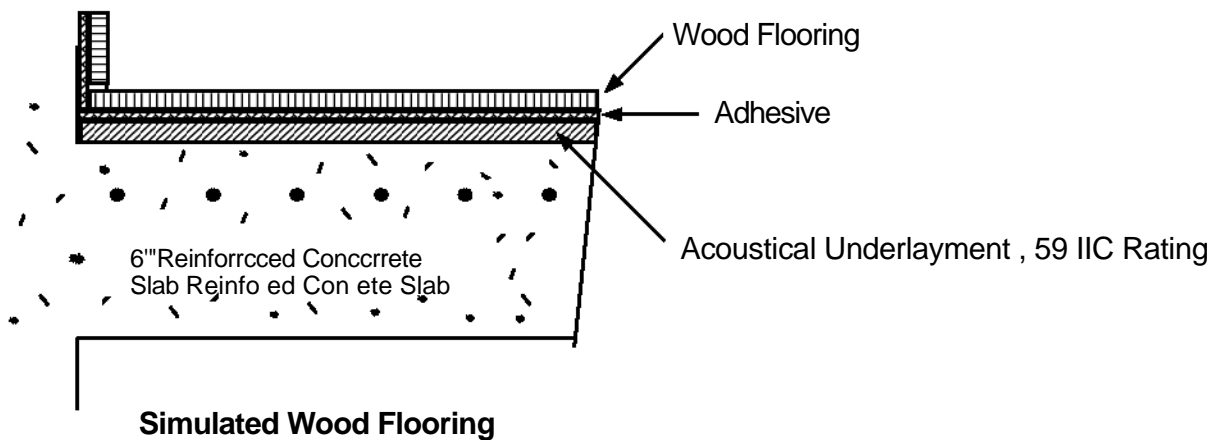
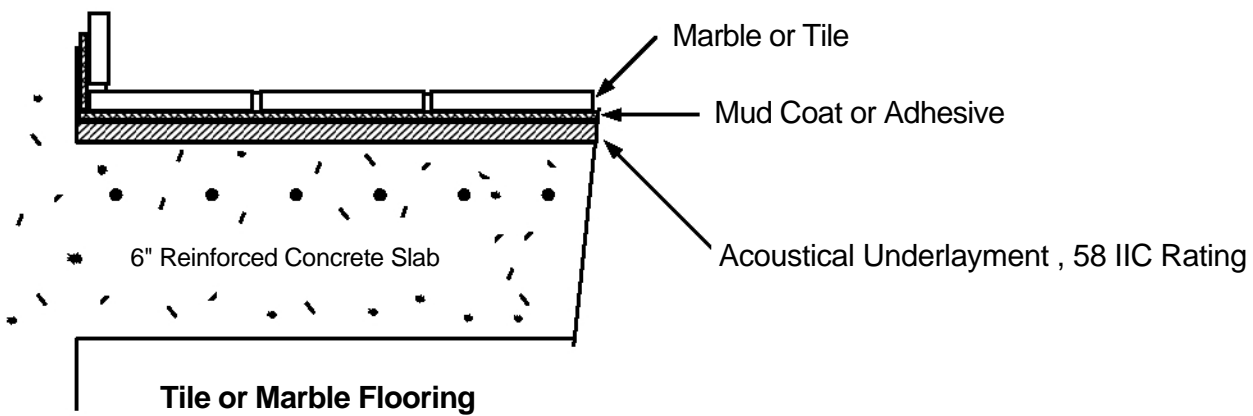
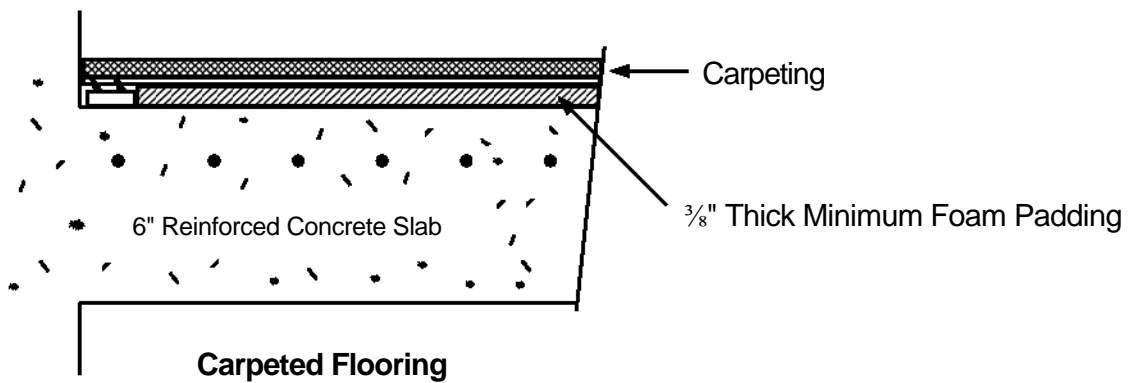
Board Signatures (5 Required): \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_; \_\_\_\_\_;

\_\_\_\_\_;



## Exhibit 4

### Typical Installation of Hard Flooring Showing Acoustical Underlayment



# Typical Installation of Hard Flooring Showing Acoustical Underlayment

