



HAWAIKI TOWER

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 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. 2428171, as amended (the “By-Laws”). These House Rules are intended to promote harmonious living and maximum enjoyment of Hawaiki Tower (the “Project”) and to protect all occupants of the Project from annoyance or nuisance caused by improper conduct or use of the apartments 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 Resident Manager for the Project (the “Resident Manager”) by the Board. All occupants shall strictly comply with these House Rules and the covenants, conditions, and restrictions set forth in the Declaration of Condominium Property Regime of Hawaiki Tower filed in the Land Court as Document No. 2428170, as amended (the “Declaration”) and the By-Laws and shall be bound by standards of reasonable conduct whether or not covered by these House Rules, the Declaration, or the By-Laws.

SECTION I. DEFINITIONS

1. The term “apartment” shall mean and include each residential and commercial apartment located within the Project, as designated and described in the Declaration.
2. The term “motor vehicle” shall mean and include any vehicle powered by engine or motor, including but not limited to automobiles, motorcycles, and motor scooters.
3. The term “premises” shall mean the Hawaiki Tower project, including all of the buildings and apartments 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 apartment in the Project, members of the owner's family, and tenants, licensees, and invitees of said owner, any owner of any commercial apartment 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, recreation deck, level 36 winter garden and any other recreational facility available for use by occupants of the Project.

SECTION II. THE APARTMENTS

1. Each occupant of the Project shall at all times keep his/her apartment 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 apartment.
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 apartment.
4. Lanais may be furnished with typical lanai furniture (i.e. chairs, lounges, and tables) in neutral colors, which 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 apartment into the hallways or any exterior part of the Project.
6. Nothing shall be allowed, done, or kept in any apartment 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.

SECTION III. COMMON AREAS

1. All common areas of the Project shall be used only for their respective purposes as designed.
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. Except as otherwise specifically provided in these House Rules, eating, drinking, or smoking is not permitted in any common area of the Project including, without limitation, lobbies, hallways, 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, occupants of the Project must reserve a date and time with the Resident Manager who will schedule the use of one of the elevators at such times and in such manner as will cause the least inconvenience and disruption to others. Moving hours are from 8:00 a.m. through 4:30 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 Resident 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.

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 apartments 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 apartment, as designated in the Declaration, except as permitted in writing by the occupant of the apartment to which the subject parking stall(s) is/are appurtenant or as otherwise duly authorized by the Resident Manager.
3. No motor vehicles shall be parked in the driveways, entrances, and exits of the Project and in any areas marked with red paint; provided that occupants 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. No motor vehicle shall be parked so that any portion thereof shall protrude from the parking stall.
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. Guest parking stalls in the porte cochere area are for the use of Guests only between the hours of 7:00 a.m. and 1:00 a.m. Each Guest vehicle is permitted to park in a guest parking stall for a maximum of six (6) hours between the hours of 7:00 a.m. and 1:00 a.m. daily. Notwithstanding the foregoing, a Guest of an occupant may park a vehicle in a guest-parking stall between the hours of 1:00 a.m. and 7:00 a.m. provided that the occupant obtains from the Resident Manager an overnight parking pass for such Guest. 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.
9. No personal property shall be stored in the parking garage in 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 apartment to which the parking stall is appurtenant a fee of \$25 for such cleaning.
11. Occupants shall register their vehicles with the Resident Manager's office. A parking tag shall be provided for each registered vehicle upon registration and the tag shall be displayed on the rear view mirror at all times while on the Project. It shall be the responsibility of the owner to transfer tags to their tenants and successive owners.

SECTION VI. PETS

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 apartments 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 apartment. No more than two (2) birds shall be allowed per apartment.
 - (B) 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.
 - (C) 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.
 - (D) Every occupant keeping a pet shall register said pet with the Resident Manager, who shall maintain a register of all pets kept in the Project.
2. Notwithstanding any provision to the contrary contained herein, certified guide dogs and signal dogs (as identified below) and other such animals specially trained to assist handicapped individuals (hereinafter collectively referred to as "specially trained animals") shall be permitted at the Project subject to the following restrictions:
 - (A) Such specially trained animals shall not be kept, bred, or used at the Project for any commercial purpose;
 - (B) Such specially trained animals shall be permitted on the common elements (including but not limited to the recreation areas) provided the specially trained animal is on a leash.
3. Any pet or specially trained animal causing a nuisance or unreasonable disturbance to any occupant of the Project, or that is involved in contact with any occupant or other pet in which injury occurs, shall be permanently removed from the Project promptly upon notice given by the Board or the Resident Manager; provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants of the Project. A tenant of an apartment owner must obtain the written consent of the apartment owner to keep a pet in the apartment. Notwithstanding such consent, a tenant may keep only that type of pet which may be kept by an apartment owner. Any

occupant who keeps a pet 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 apartment or another apartment 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 and specially trained animals as the circumstances may require or the Board may deem advisable.

4. The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a harness attached to the dog and rigid handle grasped by the person" as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
5. The term "signal dog" shall mean "any dog trained to alert a deaf person to intruders or sounds," as defined in H.R.S. §515-3(8), as the same may be amended from time to time in the future.
6. Each owner of a pet and the owner of the apartment 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 apartment and the Project.
7. Except when in transit, pets (other than specially trained animals) shall not be allowed on any common area other than the "Pet Park" designated on Exhibit A attached hereto. Any pet (other than a specially trained animal) in transit through the common areas must be carried whenever practicable or on a leash which keeps the pet within two feet (2') of its handler's feet. Pets shall not be allowed to come into contact with persons other than the handlers thereof, except as permitted by such other persons.
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 apartment in which the pet is kept and the costs of repair or replacement shall be specially assessed to such person(s).
9. Owners of pets shall be responsible for immediately picking up and cleaning up after their pets. Pet waste and trash (sand, litter paper, etc.) shall be wrapped with extra care and transported to the loading dock dumpster for disposal therein. Pet 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.
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 7:00 a.m. on weekdays (Sunday through Thursday nights) and midnight to 8:00 a.m. on weekends (Friday and Saturday nights).
4. Occupants are prohibited from performing construction activity within their respective apartments except during the following hours: Monday through Friday: 8:00 a.m. through 5:00 p.m.; Saturday: 8:00 a.m. through 3:00 p.m.

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 Declaration and By-Laws.

2. Except as otherwise reserved in the Declaration, 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 B.
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 apartment 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.
6. The occupant of an apartment may install one additional deadbolt on the entry door to such occupant's apartment, provided that such deadbolt and the installation thereof shall be in accordance with specifications, as indicated on Exhibit C attached hereto, as amended from time to time.
7. The installation of rigid flooring other than padded carpeting shall be in accordance with specifications as indicated on Exhibit D attached hereto, as amended from time to time.
8. The occupant of a commercial apartment may install one commercial sign on the corridor wall adjacent to such occupant's commercial apartment, provided that such commercial sign and the installation thereof shall be in accordance with the specifications as indicated on Exhibit E attached hereto, as amended from time to time.

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. Apartment owners shall: (i) observe and adhere to these House Rules; and (ii) ensure that occupants any person coming onto the Project with their permission or at their request observes and adheres to these House Rules. Residential apartment owners are responsible at all times for the conduct and decorum of their family members, tenants, guests, licensees, and invitees on the Project premises and commercial apartment 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 Resident Manager prior to occupancy or granting access to the common areas.
3. Damage to the buildings or common areas by any occupant of an apartment shall be the responsibility of the occupant and owner of such apartment and such damage shall be repaired at the expense of the

occupant and owner responsible in accordance with Exhibit F attached hereto, as amended from time to time.

4. No open fires shall be allowed on the Project premises, except that barbecue grills, hibachis, or other similar open-fire cooking equipment may be used only in designated areas.
5. No soliciting of goods, services, or religious activities shall be permitted on the premises without the prior approval of the Board or the Resident Manager.
6. Surfboards and bicycles are not permitted in the residential tower. All surfboards and bicycles must be registered with the Resident Manager's office and stored in designated storage areas in the parking garage.
7. Waterbeds of any nature are prohibited in the Project.
8. All maintenance and repairs of internal installations within each apartment such as water, light, power, sewage, telephone, doors, windows, lamps, and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such apartment, shall be at the apartment owner's or occupant's expense in accordance with, but not limited to, Exhibits F, G, H and I 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 apartment is prohibited.

SECTION X. RECREATIONAL FACILITIES

1. The swimming pool, lap pool, spa pool, barbecue areas, tennis court, winter garden and recreation deck area 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. Swimming is permitted only in appropriate bathing attire. No nude sunbathing is permitted.
4. 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.
5. NO LIFEGUARD IS ON DUTY AT THE POOL. The pool areas are for the exclusive use of apartment residents and their guests. An owner's or resident's family members or guests found in those areas shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, jacuzzi, and sauna and for ensuring that all rules for those facilities are obeyed. Apartment owners are financially responsible for any damages or destruction caused by themselves, occupants, their guests, their lessees, and their renters.

6. Swim caps or hair ties must be worn by all persons using the swimming pool or lap pool with shoulder length hair or longer.
7. 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. 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.
8. 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.
9. Running, jumping off walls, and horseplay are not permitted in the swimming pool, lap pool, spa pool, and adjacent areas. Splashing of water other than that accompanying normal swimming is not permitted.
10. No glass items of any kind, food, beverages (other than water 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. 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.
11. Residents must be present and accompany guests during a reserved function. Only the BBQ areas, tennis court and winter garden may be reserved upon written request to the Resident Manager. The maximum number of guests for a reservation at the tennis court or BBQ areas is twelve (12) persons, children included. Only one BBQ area can be reserved per function. The combining of functions by two or more apartments for the purpose of exceeding the guest limitations will not be permitted. The maximum number of guests 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 Resident Manager's sole discretion and shall not be unreasonably withheld. For all functions involving more than eight (8) persons, including the host(s), a reservation shall be required. A written request form is available in the Resident Manager's office or can be downloaded from the Hawaiki Tower website "hawaikitower.org" and is attached hereto as Exhibit J. The written request must be provided to the Resident Manager no less than three (3) working days, and no more than sixty (60) days prior to the function date.
12. All persons shall comply with the requests of the Resident 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 Resident 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 apartment number and, if a guest, to give the name and apartment number of the host occupant and to confirm, if required, the physical presence of the host occupant.

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

Department of Health Pool Rules

15. All persons using the swimming pool, lap pool or spa pool shall take a cleansing shower bath before entering 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 bath before returning to the swimming pool, lap pool or spa pool ;
16. 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 ;
17. Spitting, spouting of water, blowing the nose, etc., in the swimming pool, lap pool or spa pool shall be strictly prohibited;
18. Special toddler diapers shall be used to prevent contamination of the swimming pool, lap pool or spa pool;
19. 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; and
20. 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

21. 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 Resident Manager may impose additional requirements and restrictions governing the use of the recreational facilities which are not inconsistent with these House Rules.
22. Eating, drinking of non-alcoholic beverages, and picnicking shall be allowed in the barbeque areas only. The use of hibachis, barbeques grills, and other open-fire cooking equipment is strictly prohibited in all areas except the barbeque areas.
23. The tennis court may be used between the hours of 9:00 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.
24. The following rules shall pertain to use of the tennis court and the enclosed tennis court area:

- (A) Shoes with hard soles, raised heels or cleats; animals; bicycles; skates; skateboards; 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 at the Resident Manager's office during regular business hours or with the security office when the Resident Manager's office is closed, 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.
25. Anyone violating these rules may be asked by the Resident Manager or a Hawaiiki 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 Declaration, By-Laws, or these House Rules against such person.

SECTION XIII. 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.

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, 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 Laws. 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 an apartment 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.

CERTIFICATE OF ADOPTION

The Board hereby adopts the foregoing as the House Rules for Hawaiki Tower, as of the 30th day of August, 2004.

ASSOCIATION OF APARTMENT OWNERS OF
HAWAII TOWER

By: Pat Kawakami

Name: Patricia Kawakami
Title: President, Board of Directors

EXHIBIT A

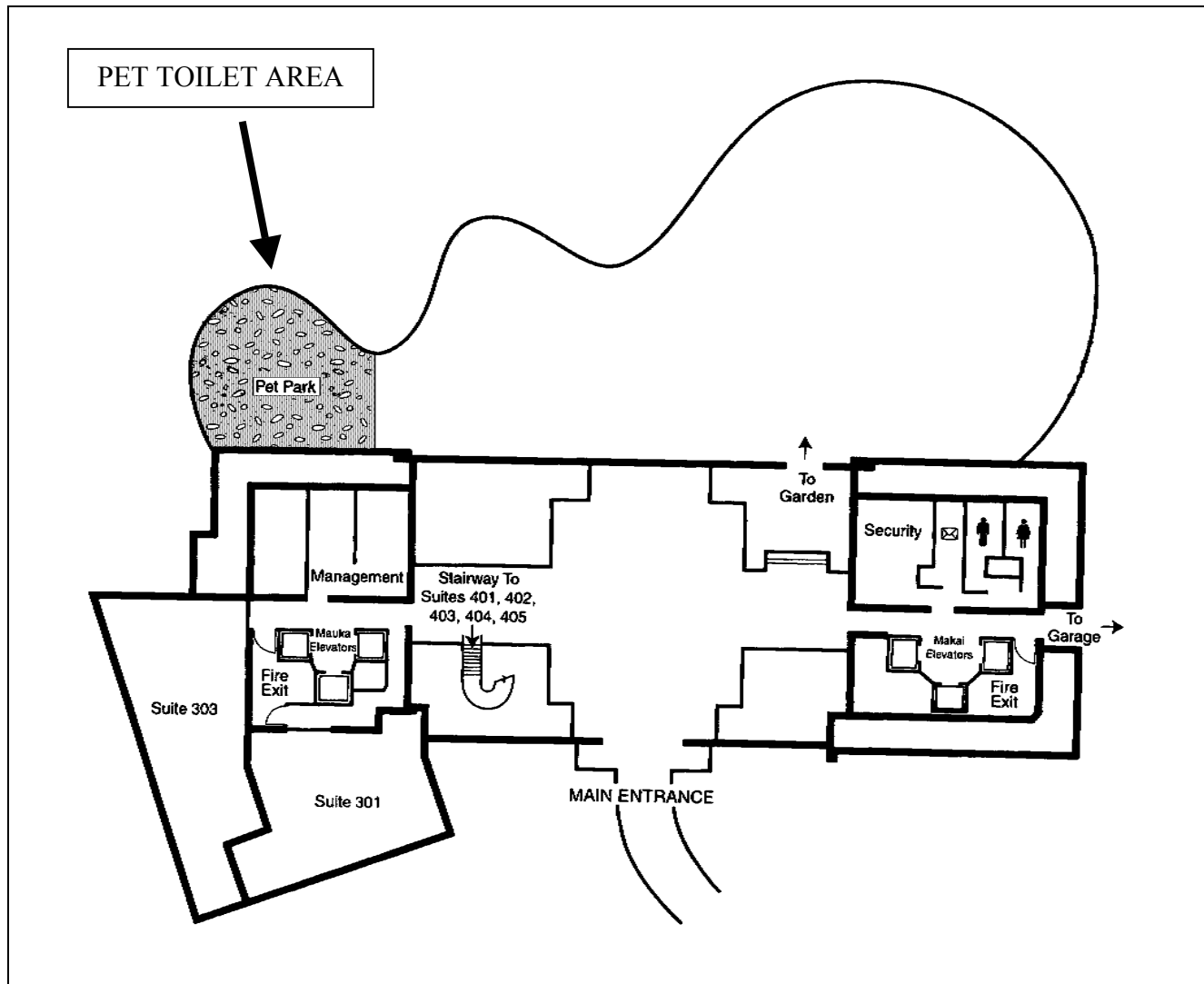


EXHIBIT B

ANTENNAE INSTALLATION POLICY

1. This Antenna Installation Policy is adopted by the Board of Directors of the Association of Apartment Owners of Hawaiiki 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 Hawaiiki Tower ("Declaration"), only antennas covered by the FCC Antenna Installation Rule are permitted at Hawaiiki 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 Hawaiiki Tower, Inc. would impair the installation, maintenance, or use of the foregoing 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 Hawaiiki Tower, this generally means inside an apartment or on the apartment lanai.
5. If acceptable quality signals can be received by placing an antenna inside an apartment 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 Hawaiiki Tower apartments or the streets and roadways adjacent to Hawaiiki 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 Hawaiiki Tower apartments or an adjacent street or roadway, the apartment owner shall install the antenna in the manner and location least visible. The apartment 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.

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 apartments from moisture.
10. The installation of any antenna shall not encroach upon any other apartment, the limited common elements or air space appurtenant to such other apartment, or the common elements.
11. Antenna installations shall not materially damage the common elements, limited common elements, or individual apartments, 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

EXHIBIT C

AUXILIARY DEADBOLT PLACEMENT SPECIFICATIONS

Vertical Alignment with Existing Hardware:

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

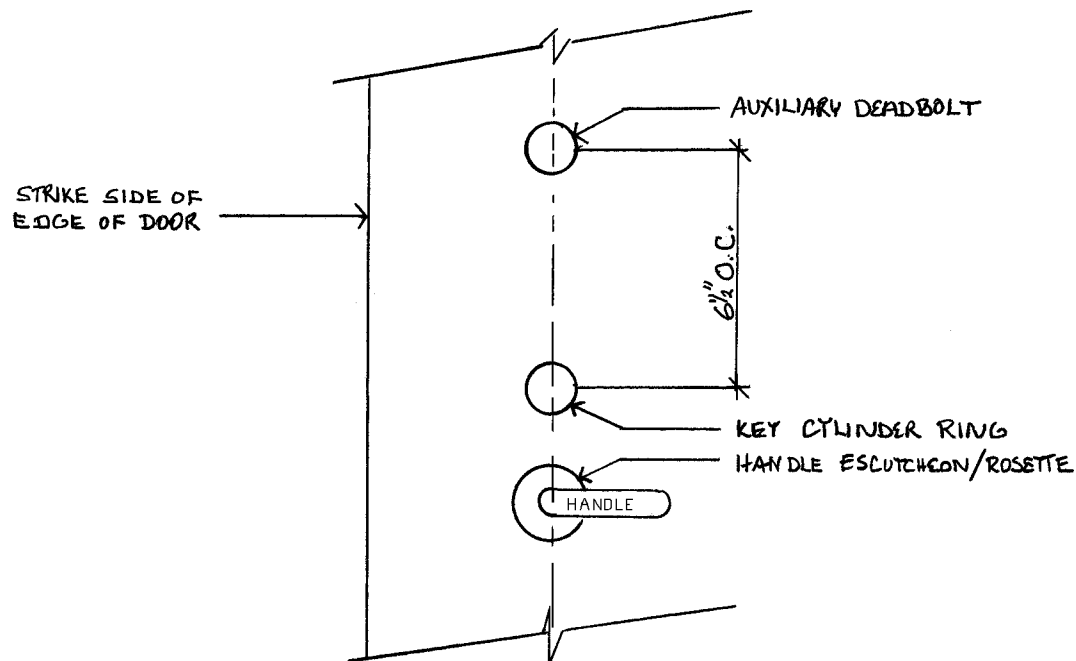
Horizontal Placement:

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

Hardware Specification:

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

Sargent Mortice Cylinder – 41-625-1 ½"



Adopted: July 29, 2002

Approved 29 November 2004

Exhibit D

Flooring House Rules
Hawaiki Tower
88 Piikoi Street
Honolulu, Hawaii

Final
February 9, 2011

Hawaiki Tower Flooring House Rules

Objective:

The objective of this house rule is to create a set of rules and guidelines that clearly define what is an acceptable floor covering for Hawaiki Tower. In particular, these rules establish a minimum impact noise threshold for floor coverings.

General Guidelines and Guiding Principles:

The purpose of this flooring specification is to preserve the right of our residents to a **reasonably** quiet and peaceful enjoyment of their residence. As Hawaiki Tower is a "luxury class" building, these standards are appropriate for buildings of this nature. The driving concern is noise or more specifically, impact noise that migrates through floors of stacked units. It is the floor covering that is the primary noise barrier between units and thus the importance of this specification.

Definitions:

Acoustical Sealant: This is a caulking product specifically formulated and used as a sound insulator to seal gaps between an acoustical floor assembly and abutting walls or discontinuities.

Perimeter Isolation Board: This is filler that is placed wherever an acoustical floor assembly is discontinuous or abuts a wall.

Carpet: Carpet for the purpose of this specification, means a floor covering consisting of a continuous mat of a natural or synthetic fiber material, underlain by a synthetic or rubber pad. Rugs, area mats, carpet tile and other floor coverings not **permanently** attached to a sub-base are not considered carpet.

Carpet Pad: Carpet pads are any carpet underlayment made of rubber, sponge rubber, foam rubber or similar synthetic or natural material. Pads must be installed continuously under carpet with no gaps. Provide a pad with a minimum 40 oz. density. Glue down applications of carpet directly on the slab will not be allowed, except for carpets in Zone 2 or Zone 3 areas.

Flooring House Rules Commentary:

The flooring specification for Hawaiki Tower prior to 2011, although it provides basic guidelines, is very difficult for the Owners to implement and has numerous gaps that make it hard to interpret and enforce. This revised specification attempts to be more comprehensive and attempts to address issues that were absent in previous specifications. Further, it is the goal of the Board of Directors to write the new specification in a language that is easily understandable and easily applied and enforced.

In condominium units, noise complaint is a major issue. Impact noise is particularly onerous. This is the noise created by people walking in heels on a hard surface floor or dragging a chair or any sound created by something impacting the floor. Concrete is a poor insulator of impact noise. The floor covering is the best way to mitigate impact noise transmission. Thus, our flooring house rule focuses on impact noise transmission and the selection of flooring assemblies that best mitigate impact noise.

Hard Surface Flooring: Hard surface flooring includes but is not limited to the following: Marble, ceramic, terrazzo, granite tiles. Natural and synthetic wood flooring and cork flooring.

FIIC: FIIC (Field Impact Isolation Class) is a number rating system that characterizes a floor assembly's effectiveness in limiting impact sound transmission between floors of a building. IIC is a laboratory test rating conducted in a controlled laboratory facility. FIIC is a field test rating of a particular assembly conducted on the actual site of an installation.

Acceptable Noise Threshold:

For this house rule, three flooring zones are created with differing noise thresholds. All flooring installations shall conform to the minimum impact noise standards established below.

ZONE 1: These are the areas of a home which are most sensitive to noise. Here we assign the highest threshold for noise transmission. Zone 1 includes the bedrooms, living room, dining room and the halls adjacent to these areas. In Zone 1 the minimum Field Impact Isolation noise threshold is set at FIIC-55.

ZONE 2: These are the areas of a home where a higher level of noise may be acceptable and normally where hard floor surfaces are desired. Zone 2 includes the entry area, kitchen and bathrooms. In Zone 2 areas a minimum impact noise threshold is set at a Field Impact Isolation rating FIIC-45.

ZONE 3: These are the areas of the home that are least sensitive to noise. Here, there are no restrictions to floor coverings. Zone 3 includes exterior lanais with no enclosed living areas below it.

FIIC is the standard we are using to rate floor coverings for installation in Hawaiki Tower.

Testing has shown that it is very difficult to meet an acceptable noise level with hard tile flooring. Floor assemblies of this type may be as thick as 1-3/4" to 2-1/2". These assemblies are difficult to install and will require modifications to the unit's doors and built in cabinets and vanities. As such, it is deemed impractical to force an entire unit to conform to the highest impact noise classification (FIIC-55). This is the reason why zones have been created. This gives us flexibility in controlling noise levels in various areas of a unit and offers more flexibility for the Owner to choose a floor covering.

***Zone 1 FIIC-55** is the level recommended by our acoustical consultant, hired to assist us in setting these standards. FIIC-55 is deemed appropriated for a luxury condominium. Please note that this threshold is a very subjective criteria (all individuals have different noise tolerance levels). As such the Board will review this provision from time to time as the need arises and if complaints are numerous will revise as required.*

***Zone 2 FIIC-45** is the minimum FIIC level for impact noise transmission as mandated by the County of Honolulu Building Code. Setting a higher standard would result in thicker floor assemblies, as much as two to three inches thick for tile floor.*

***As Zone 3** is an exterior space exposed to a multitude of ambient noise, we do not feel it necessary to control impact noise in this area.*

Zone Definitions:

The limits of Zones 1, 2 and 3 shall be as delineated by the diagrammatic representations in Exhibit 1. These limits shall be strictly observed by the Owner. Any encroachment into adjacent zones shall require that the Owner remove the flooring encroaching into other zones and replace it with proper flooring.

If there is any uncertainty on the Owner's part, in regards to the extent of a particular zone, the Owner shall request a determination be made by the Resident Manager. If the Owner disagrees with the Resident Manager, the Board of Directors shall have final say in all matters.

Allowable Floor Covering Replacements:

The following are guidelines for the selection of floor covering in the event an Owner desires to replace the existing floor covering in a particular unit.

ZONE 1: In Zone 1 it is highly recommended to install carpet as a floor covering. Carpet is superior to most floor coverings in regards to impact noise transmission. If solid surface flooring is desired in Zone 1, it is recommended to consider a wood floor installation. Testing has shown that it is very difficult to obtain the required FIRC-55 rating for tile floors. See Exhibit 2 for pre-approved floor assemblies in Zone 1 areas.

Zone 2: In Zone 2 see Exhibit 2 for pre-approved floor assemblies. Note that any assembly suitable for Zone 1 installation can also be installed in Zone 2.

Custom Floor Assemblies:

If the Owner desires to install a floor covering not on the House Rules pre-approved list (Exhibit 2), then it is incumbent on the Owner to prove the desired system meets the minimum acceptance criteria for impact sound isolation established above, **prior** to installation. If the Owner desires to pursue this, then he or she shall request of the Resident Manager to initiate the flooring test procedure. All cost involved with the testing of this floor assembly shall be borne by the Owner.

In general, the limits defining Zones 1, 2 and 3, are as delineated in Exhibit 1. These zones closely match the floor area definitions as established in the original construction plans for Hawaiiki Tower. Owners doing extensive reconfiguring of their units or combining units must strictly observe these zones.

The pre-approved floor assemblies are installations that are pre-approved by the Association and require no testing. Owners who desire to follow these recommendations must install their flooring exactly as delineated in the descriptions of the pre-approved assemblies.

Floor Assembly Test Procedure:

In the event an Owner desires to test a particular floor assembly in regards to impact noise transmission, the following procedure shall be followed.

- 1) The Owner shall notify the Resident Manager, in writing, of his or her intent to initiate a flooring assembly test.
- 2) The Owner shall employ a pre-qualified acoustical consultant to conduct this test. See Exhibit 3.
- 3) The Owner shall procure and enter into agreement with the acoustical consultant to conduct the assessment.
- 4) The Owner, Resident Manager and Testing Company shall then agree on a date and time of testing.
- 5) Prior to the testing date, the Owner shall furnish to the Resident Manager a sketch of the proposed flooring assembly, including manufacture's data and installation guide to be used for this test.
- 6) Subsequent to the test, the testing agency shall prepare a report, including the FIIC rating of the test assembly and a recommendation to accept or reject the proposed floor assembly based on our House Rules. The report shall also contain a sketch of the floor assembly with all the critical elements and components clearly identified on this sketch. A copy of the report shall be delivered to the Resident Manager. Based on this report, the Resident Manager shall accept or reject the proposed floor assembly. In the event the Owner disagrees with the Resident Manager, the Board of Directors shall have final say in all matters.
- 8) If accepted, the floor covering shall be installed exactly as constructed for the test assembly. The Resident Manager shall be notified at each critical stage of installation, so the proper construction of the sound attenuation barriers can be verified. Failure to do so is cause for the Association to demand removal of the flooring or retesting of the installation, again at the Owner's cost.
- 9) During construction of the floor, the Owner shall photo document each layer of acoustical material that is placed. Photos shall show the material and the extent of the material being placed. A copy of the photos shall be delivered to the Resident Manager for verification.

The flooring test procedure is outlined in detail so the Association has some control over the test procedure and results. If the Owner does testing with no specific guidelines, there may be a question as to the qualification and/or objectivity of the testing agency. Having the Association in control of the test protocol and agency will give more reliable and consistent results.

If the test assembly passes the minimum FIIC rating, it is the intent of the Association to include this assembly in our pre-approved assembly list. If the Owner has any objection to this, the Resident Manager should be notified, in writing, of such concern.

Note that only the pre-qualified acoustical consultants listed in Exhibit 3, shall be used to test any floor assembly to be used in Hawaiiki Tower.

Note that testing will require access to the unit below the test location. This will require cooperation between Owners of different units. This arrangement is the responsibility of the Owner conducting the test.

Zone Reconfiguration:

This House Rule specifically states that Zone limits shall be strictly adhered to. As an example it is not permissible to carpet the entry area (Zone 2) and in return extend the marble tile beyond the Zone 2 limits of the kitchen. This would be considered an encroachment. The Zone limits established above shall be strictly followed.

Flooring Repairs:

If any area of flooring is damaged and the damage is less than 25% of the floor area of the room, the Owner shall be allowed to repair the existing flooring in kind. If however, the repaired area is more than 25% of the room floor area, new flooring shall be installed, **conforming** to this House Rule.

Interpretation of This Specification:

If an Owner is unclear about any issue in regards to the installation of new flooring, Owner shall contact the Resident Manager to clarify the issue in question. Ignorance of the Flooring Rules or failure to verify a questionable installation with the Resident manager, prior to installation, is no excuse for violating Hawaiki Tower Flooring House Rules. The Resident Manager shall respond to the Owner promptly. If the issue cannot be resolved by the Resident Manager, then this issue shall go before the Board of Directors. In all matters of discrepancy, the Board of Directors of Hawaiki Tower shall have final say.

Enforcement:

The Flooring House Rules of Hawaiki Tower shall be strictly followed by the Owners. All violations shall be promptly corrected by the Owner. All costs of which shall be borne by the Owner.

The Board, if necessary shall take action to insure that Hawaiki Tower Flooring House Rules are adhered to, including the levying of fines and penalties against any Owner in violation of these standards. If a flooring violation is discovered, the following procedure shall be followed in resolving this issue.

- 1) Upon discovery of a violation, the Board of Directors shall issue a written notice of violation and demand that the Owner correct this situation within a 90 day period.
- 2) If the Owner is not in compliance within the 90 day grace period, the Owner may be fined \$50 per day for each day past the initial 90 day period that the violation remains uncorrected.

This stipulation is required as we have different impact noise Zones with different noise tolerance levels. Allowing reconfiguration of the floor zones will violate the Zone limits created above. Although there are some restrictions on how flooring is applied in the units, Owners still have ample opportunity to exercise their creativity in reconfiguring or even combining units.

Without this provision an Owner can conceivably call a floor replacement a repair and try to use this as an excuse to install inappropriate flooring. We are trying to close a potential loophole here.

- 3) If the violation remains uncorrected for more than 150 days, the Board may take legal action to force a resolution to this issue. Owner shall pay for all reasonable court costs and attorney fees associated with this procedure.

Notification:

All Owners repairing or replacing flooring in their respective units shall notify the Resident Manager in writing of the intent to do so.

Consideration:

A successful noise mitigation program at Hawaiki Tower, in large part, depends upon the cooperation and willingness of Owners to adhere to the rules and use common sense. At all **hard surface** areas please note the following.

- 1) All furniture legs in this area shall be cushioned with a rubber, soft plastic, Teflon pad or similar to mitigate impact noise.
- 2) Use sound pacifiers, such as area rugs and runners, as possible.
- 3) Do not move furniture late at night.
- 4) Eliminate or minimize walking with hard heel footwear on hard surface floors.
- 5) Please use common sense.

In the event an Owner feels that they are being subjected to excessive noise from the unit above, the recommended course of action is to pay a visit to your upstairs neighbor to have a "friendly" chat in regards to the noise. Very often this situation can be resolved or mitigated if the parties are aware of the noise and are cooperative in addressing this issue. Keep in mind that the Resident Manager and Hawaiki Board can only step in if there is a House Rule or By-Law violation.

Exceptions: This house rule is intended to be comprehensive. However, it is impossible to cover every possible flooring situation we may encounter in our residence. For this reason, the Board of Directors of Hawaiki Tower reserves the right to grant exceptions in specific cases where it is merited. Of particular concern are units in which living areas occur over bedrooms.

End House Rule

This requirement is in place so management can schedule the work and notify neighbors of the pending installation. This will also help the Association to better monitor the flooring that is being installed in our building.

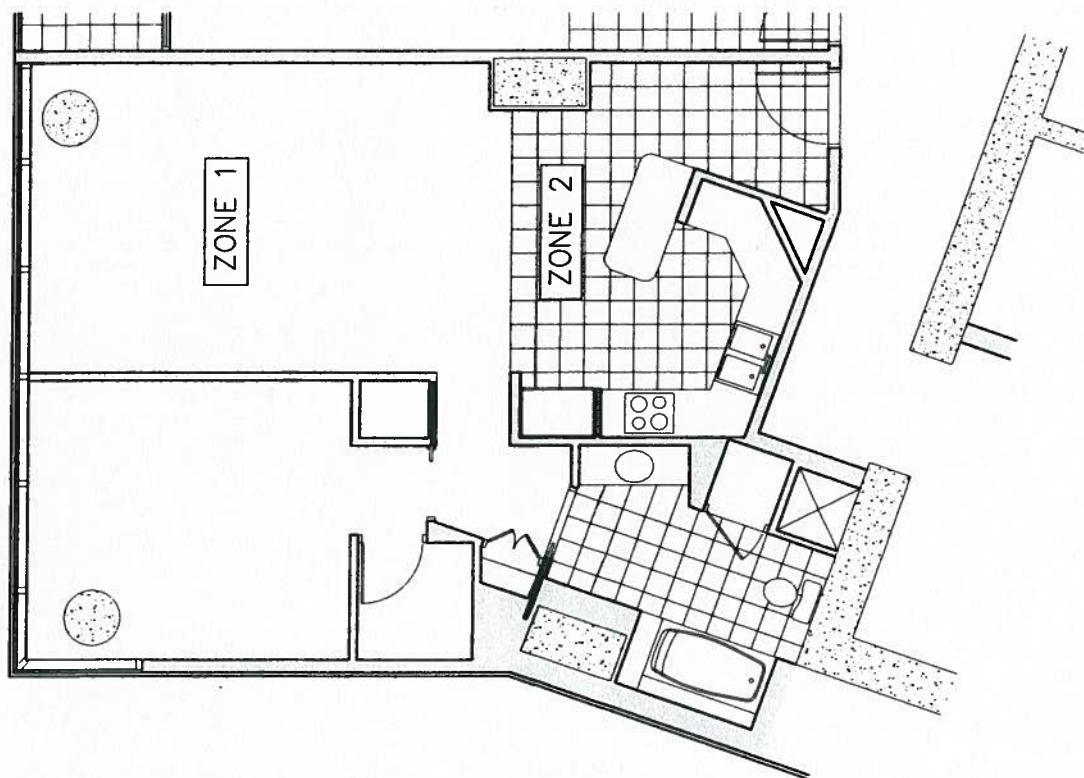
Exhibit 1

Hawaiki Tower Flooring House Rules Zone Limits and Definitions

Hawaiki Tower Flooring House Rule, establishes three Zones with differing flooring requirements. This exhibit defines the limits and extent of these Zones.

1. It is highly recommended that Owners install **carpet** as a floor covering. This is proven to not only be a very economical floor covering but also the most effective system in regards to impact noise transmission.
2. When installing new flooring for a Unit, the Owner shall strictly follow the Zone limits established in this Exhibit. If there is any ambiguity or question as concerns the limits of a Zone, the Owner shall consult with the Resident Manager to clarify such issues, prior to proceeding.
3. A-typical Units: There are some Units in Hawaiki Tower in which the floor plans (layout) have been modified by individual Owners or Owners that have bought multiple units, have combined them. The Association has identified the following units as being a-typical.
 - a. Units 3005, 3006, 3305, 3306, 3307, 3405, 3406, 3501, 3502, 3601, 3602, 3705, 3706, 4005, 4006, 4301, 4302.
 - b. If you own these units, you will need to consult with the Resident Manager before re-flooring your unit. These units are of concern because the floor plans of the units below do not match the floor plans of the units on these floors.
4. Floor Zone legend:

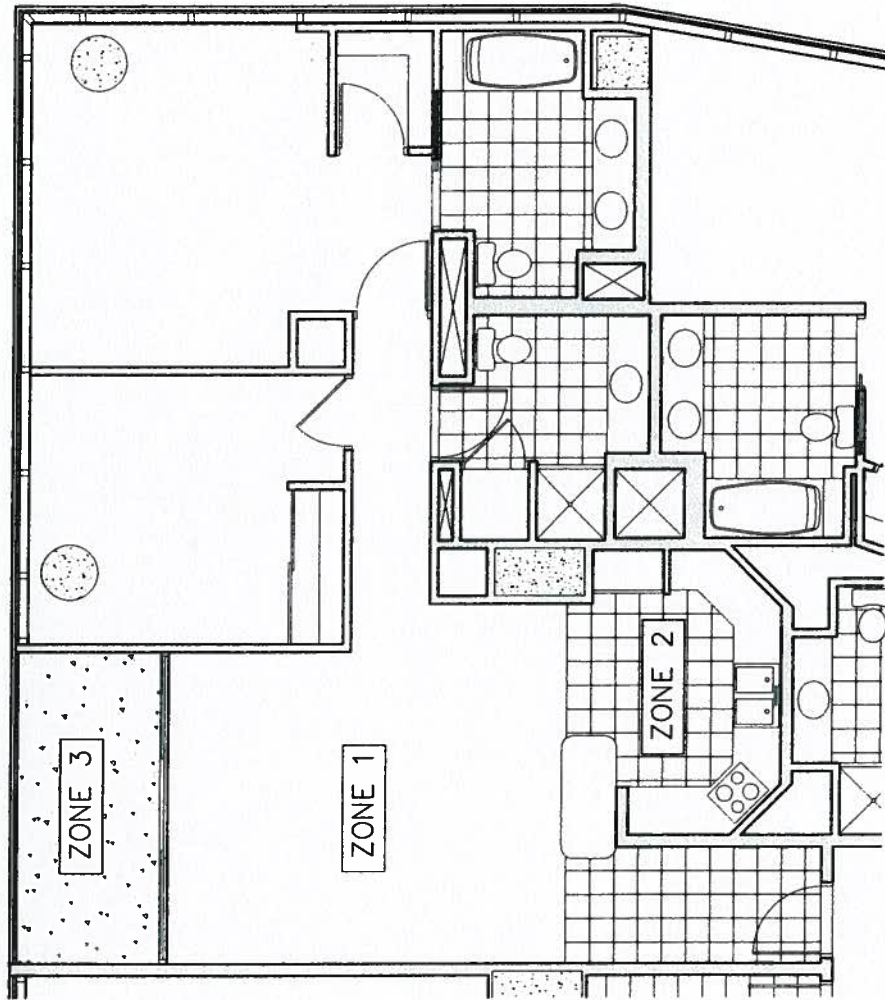
Zone 1:	No pattern
Zone 2:	Cross hatch
Zone 3:	Stipple



PLAN UNIT TYPE 1
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

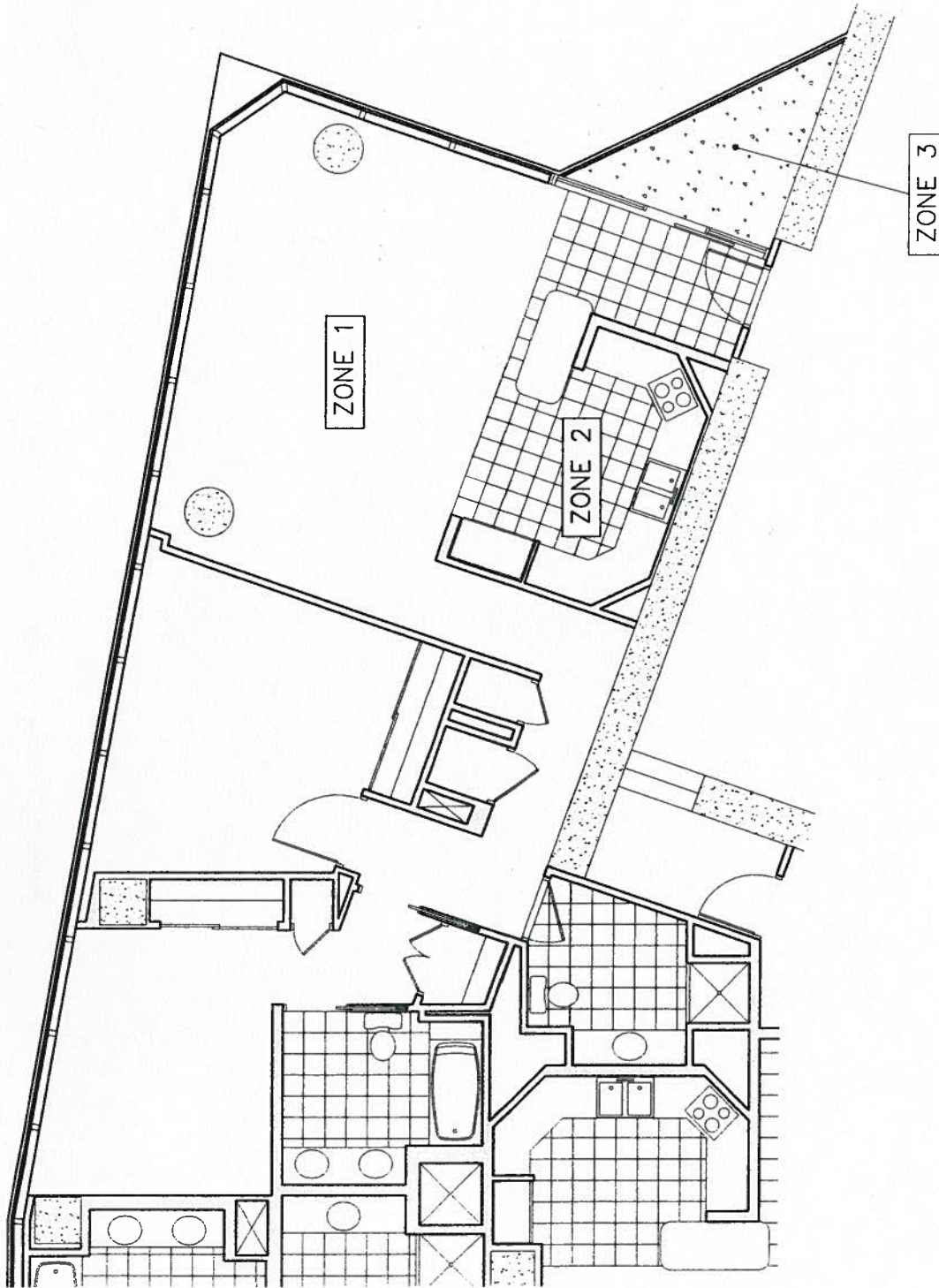
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PLAN UNIT TYPE 2, 2A (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

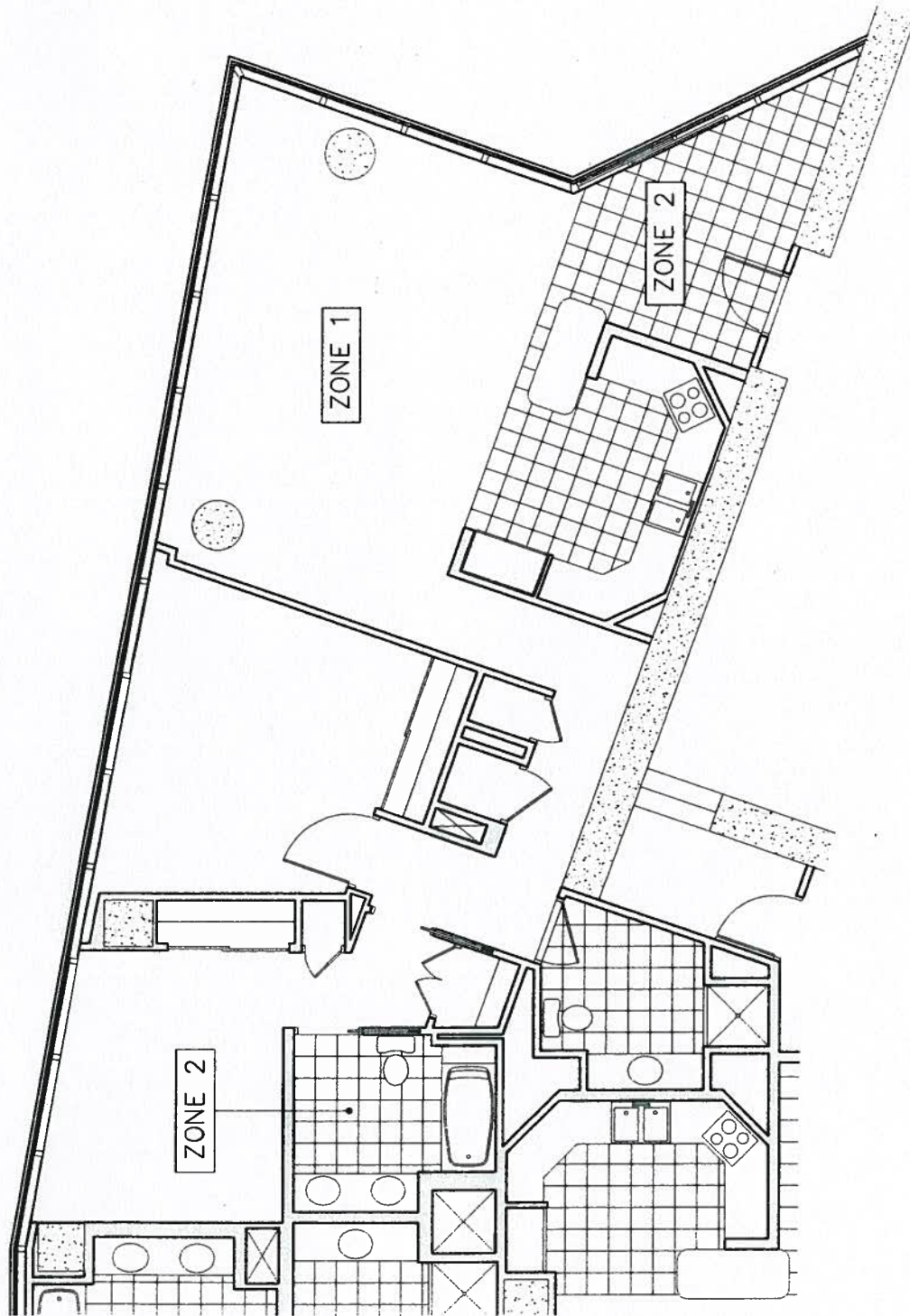
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PLAN UNIT TYPE 3
NOT TO SCALE

**HAWAIKI TOWER FLOORING HOUSE RULES
ZONE LIMITS FOR FLOORING INSTALLATIONS**

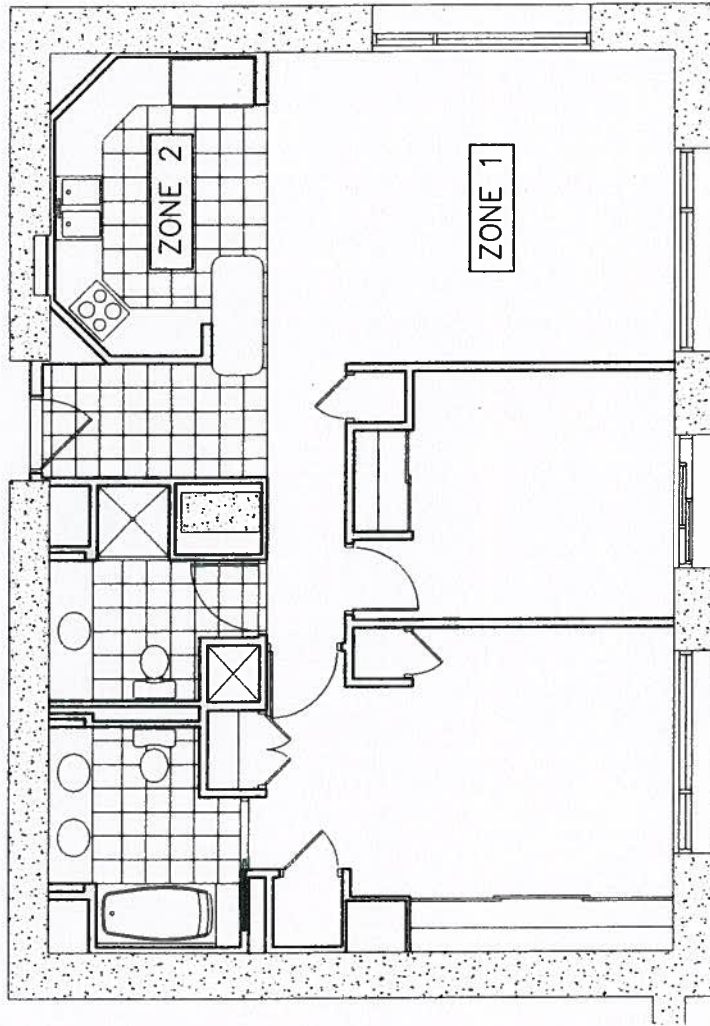
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PLAN UNIT TYPE 3A, 3B (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

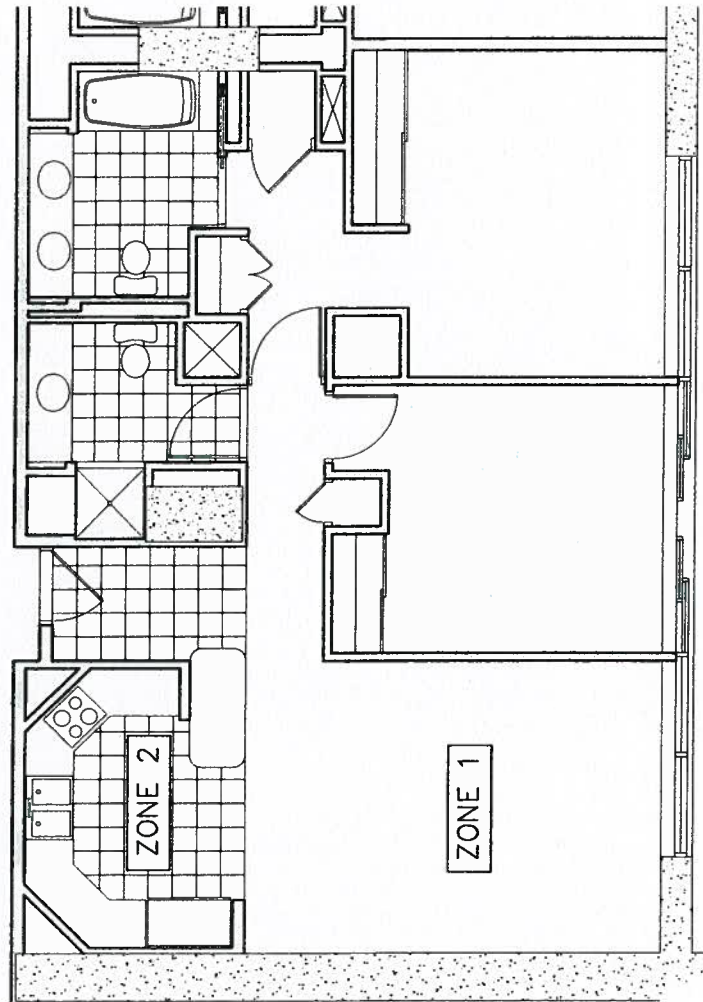
05/18/2010



PLAN UNIT TYPE 4 -- 4R, 4A (SIMILAR)
NOT TO SCALE

**HAWAIKI TOWER FLOORING HOUSE RULES
ZONE LIMITS FOR FLOORING INSTALLATIONS**

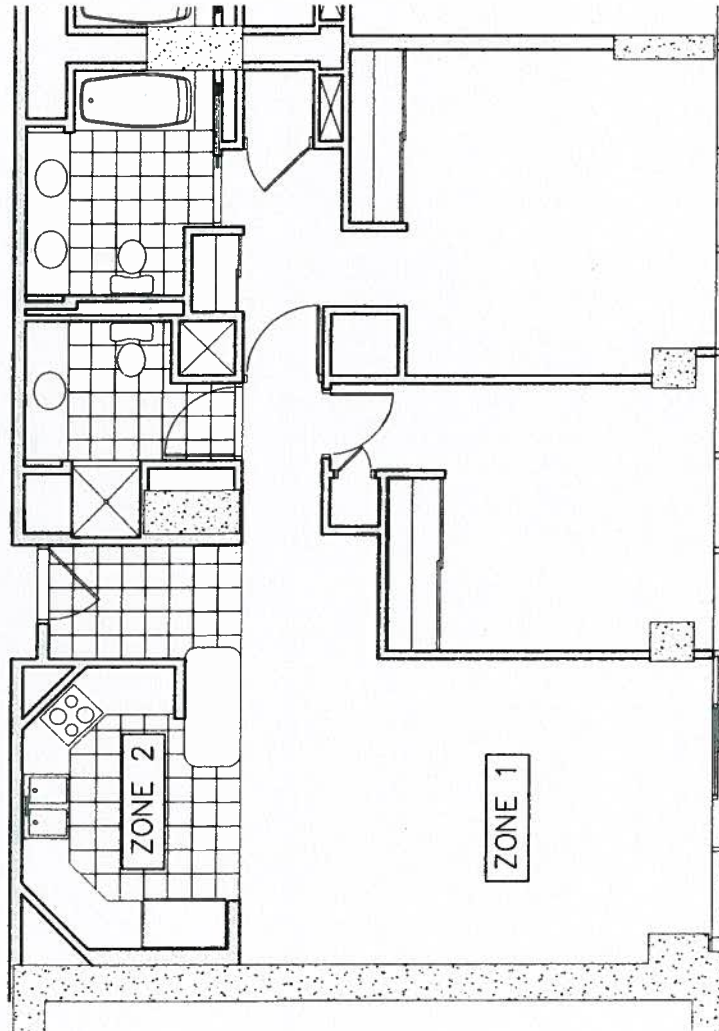
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PLAN UNIT TYPE 5 – 5A (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

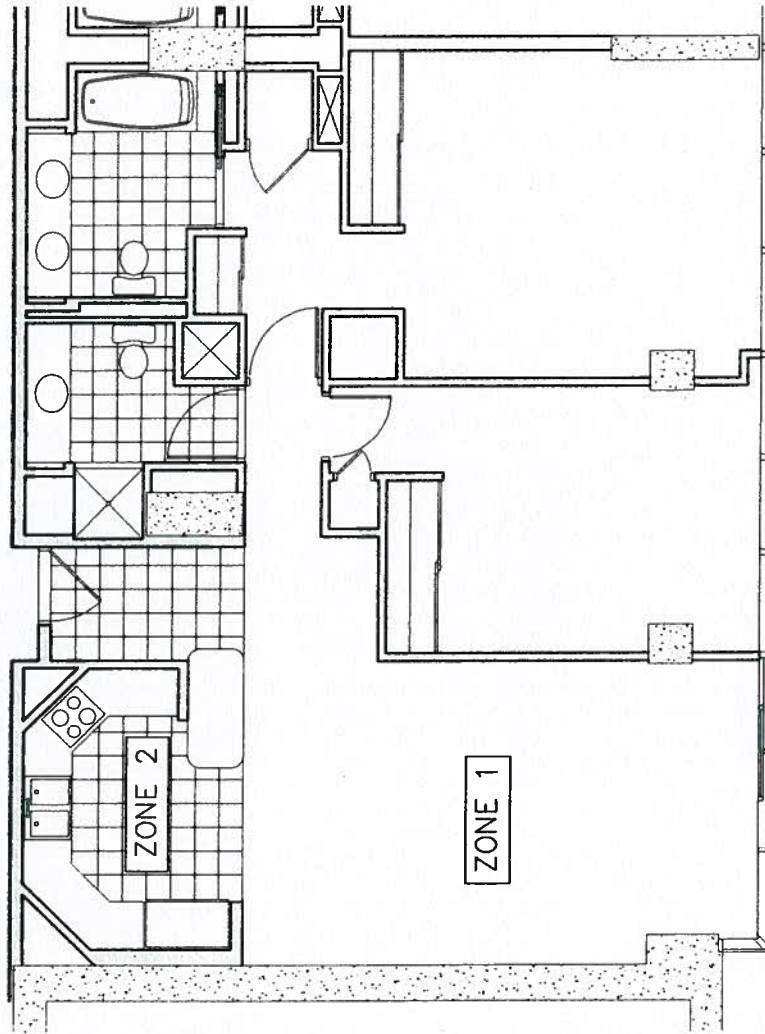
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PLAN UNIT TYPE 5D @ LEVEL 36
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

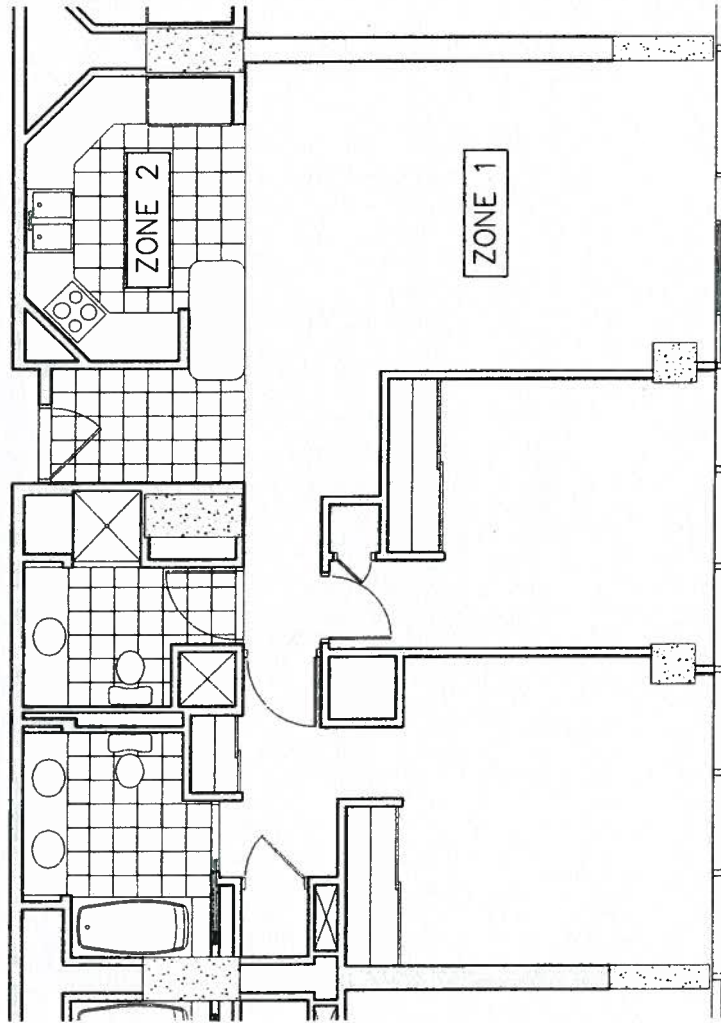
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PLAN UNIT TYPE 5D @ LEVEL 38 - LEVEL 39 to 43 (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

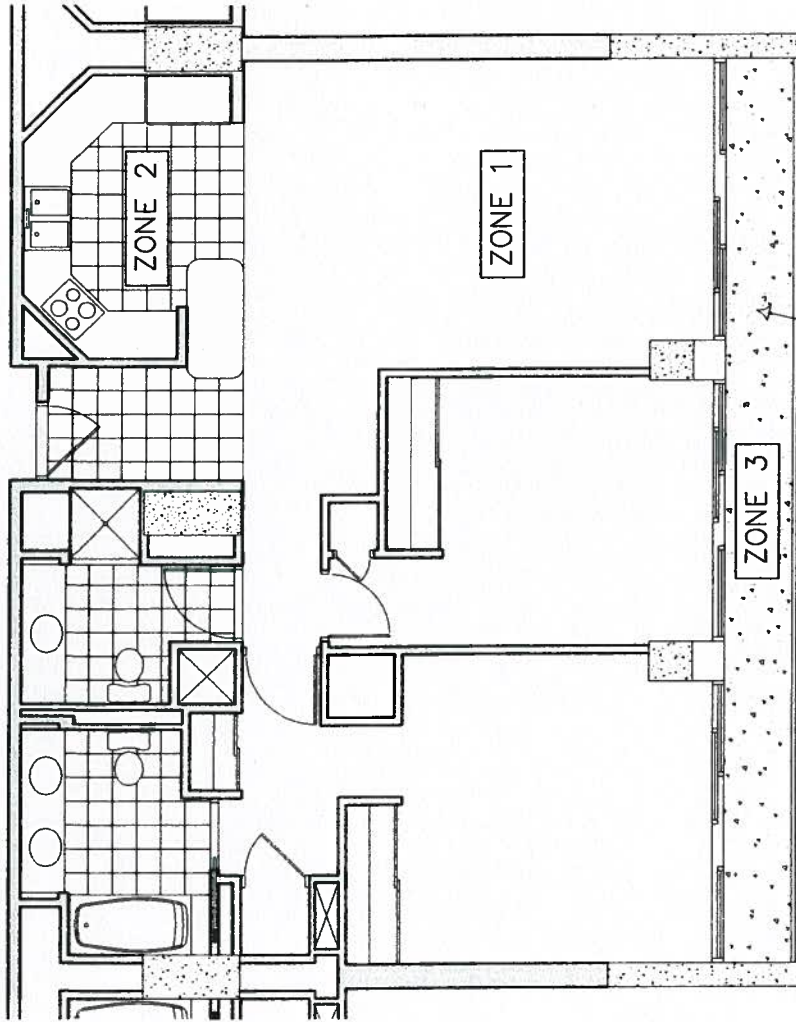
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PLAN UNIT TYPE 5E @ LEVEL 36 – LEVELS 37 to 39 (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

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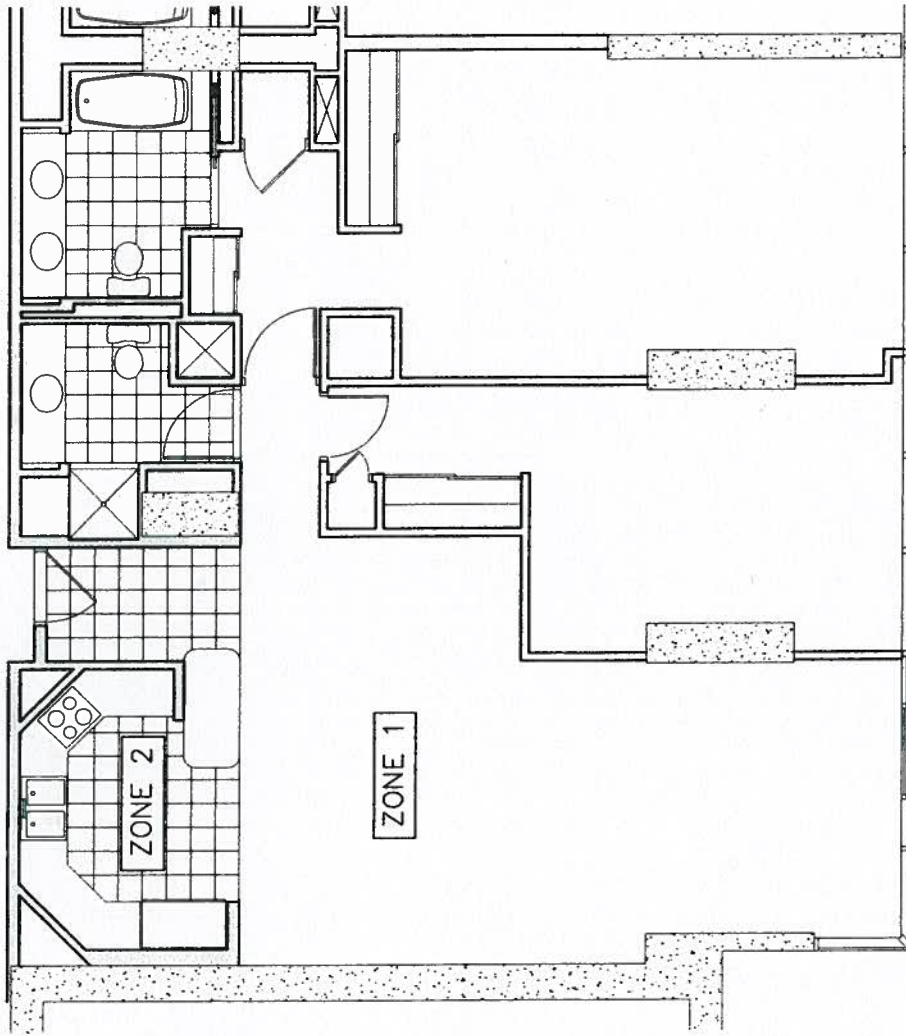


** EXCEPTION: AT LEVEL 40 LANAI
SHALL BE ZONE 2

PLAN UNIT TYPE 5F @ LEVEL 40 – LEVELS 41 to 43 (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

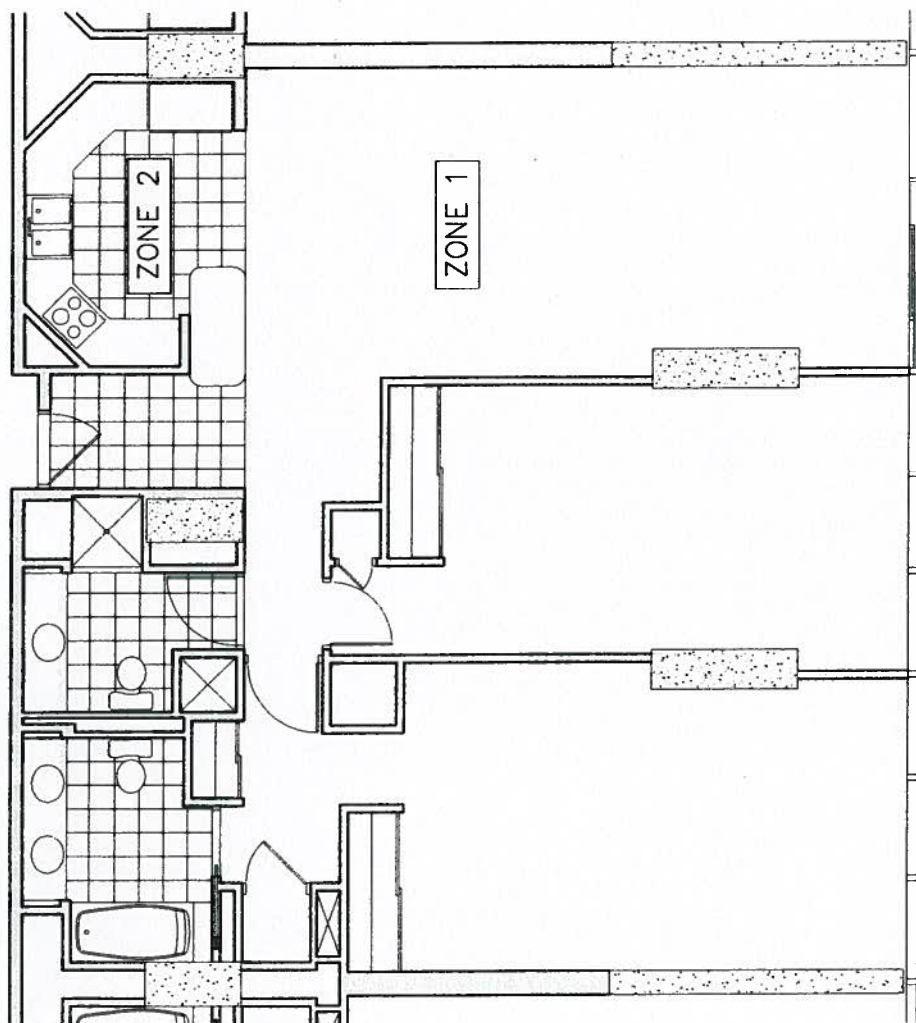
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PLAN UNIT TYPE 5G @ LEVEL 44
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

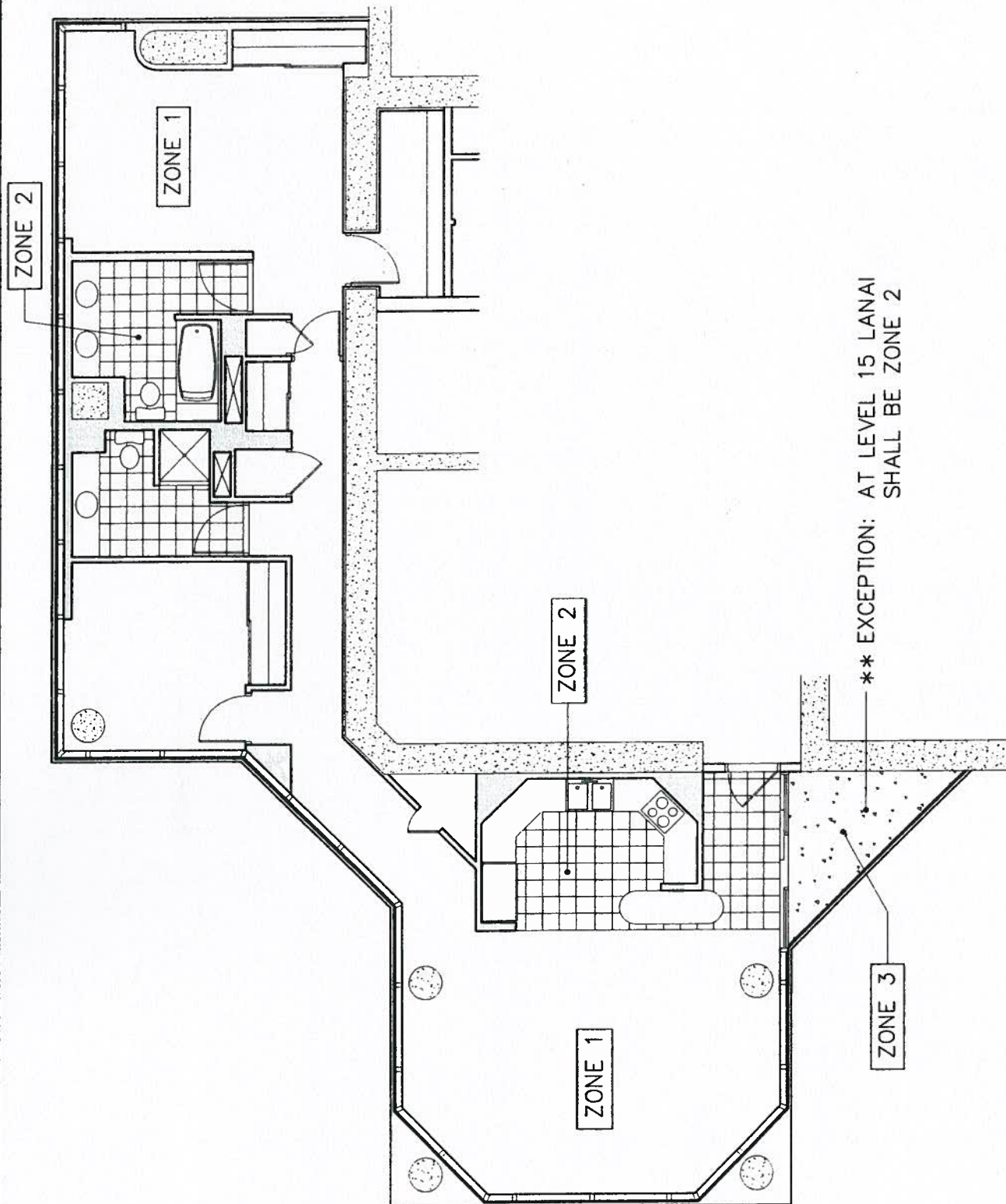
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PLAN UNIT TYPE 5H @ LEVEL 44
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

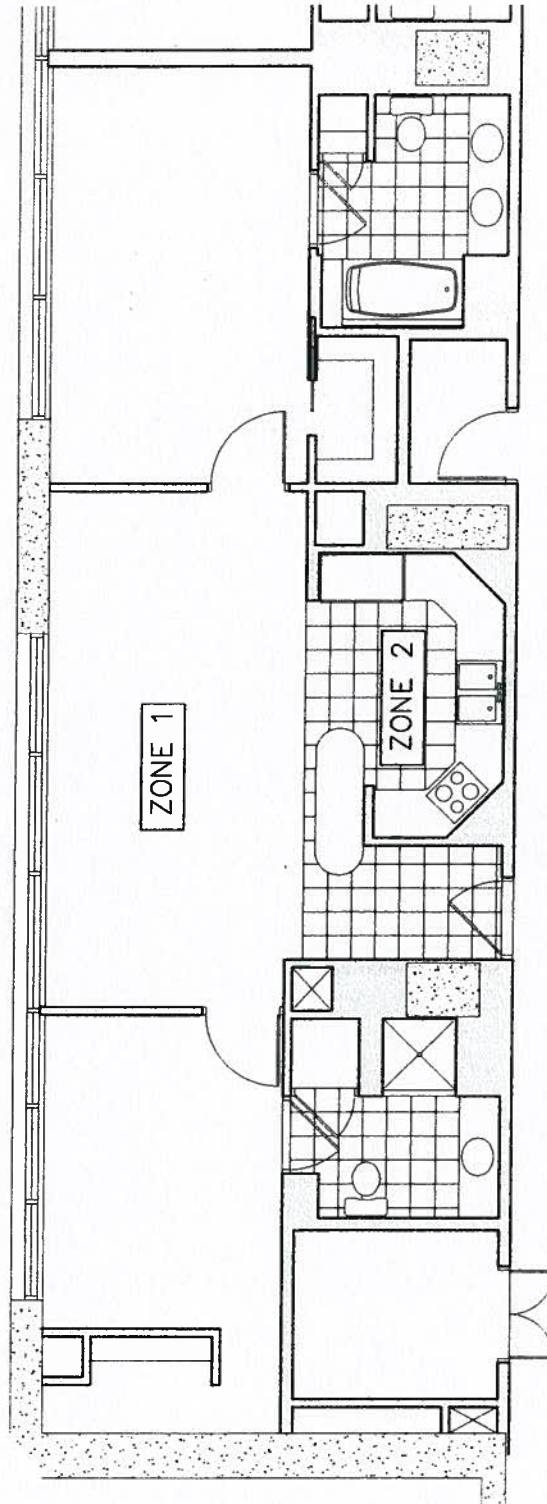
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PLAN UNIT TYPE 6 - 6A (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

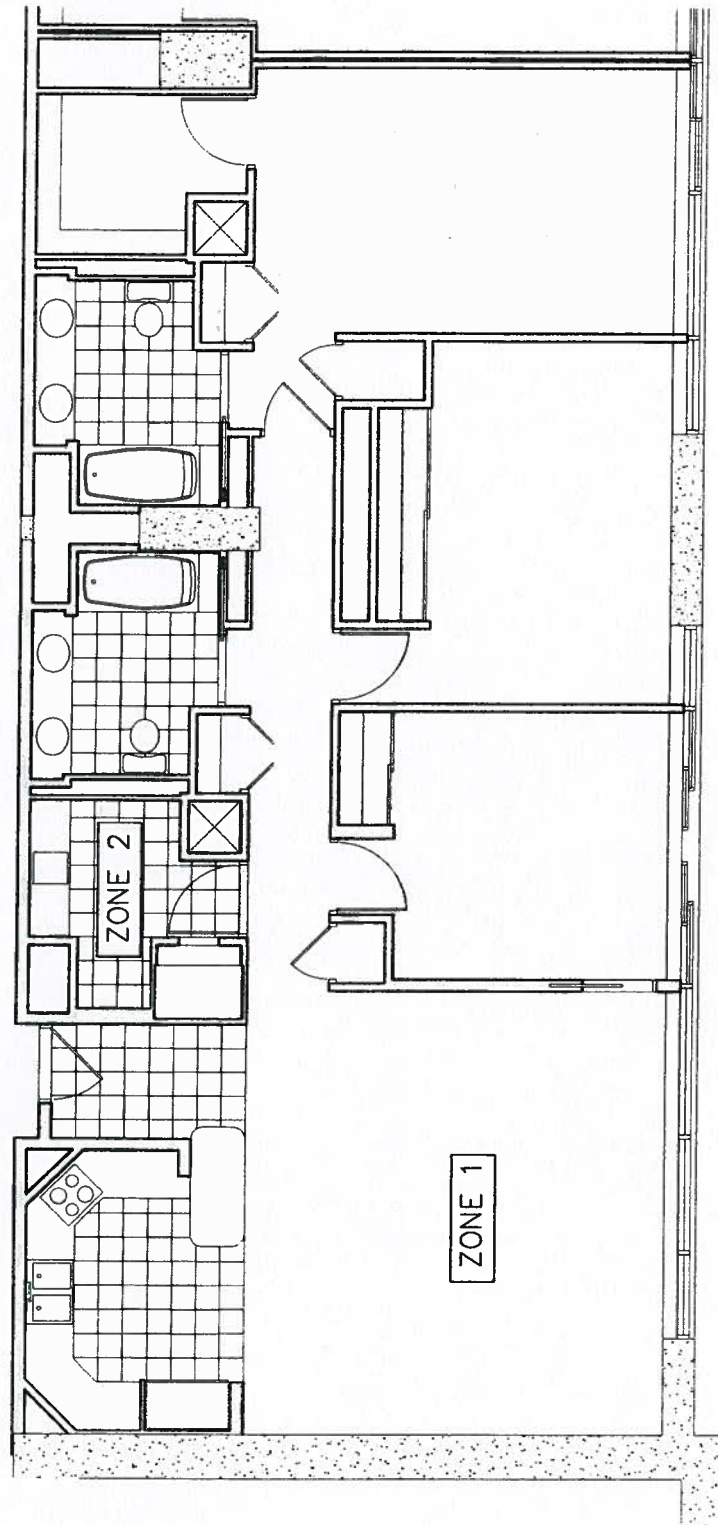
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PLAN UNIT TYPE 7 - 7R (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

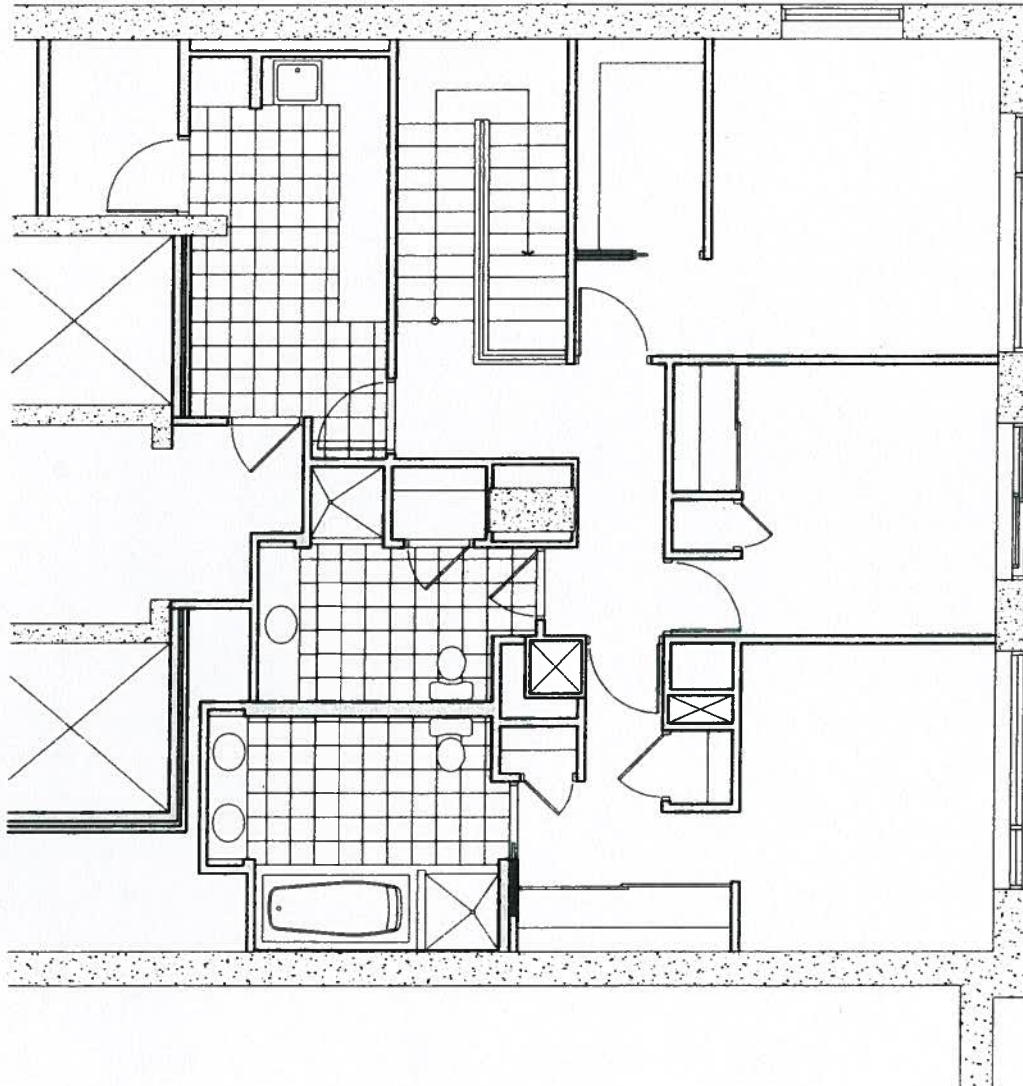
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PLAN UNIT TYPE 8 – 8A (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010

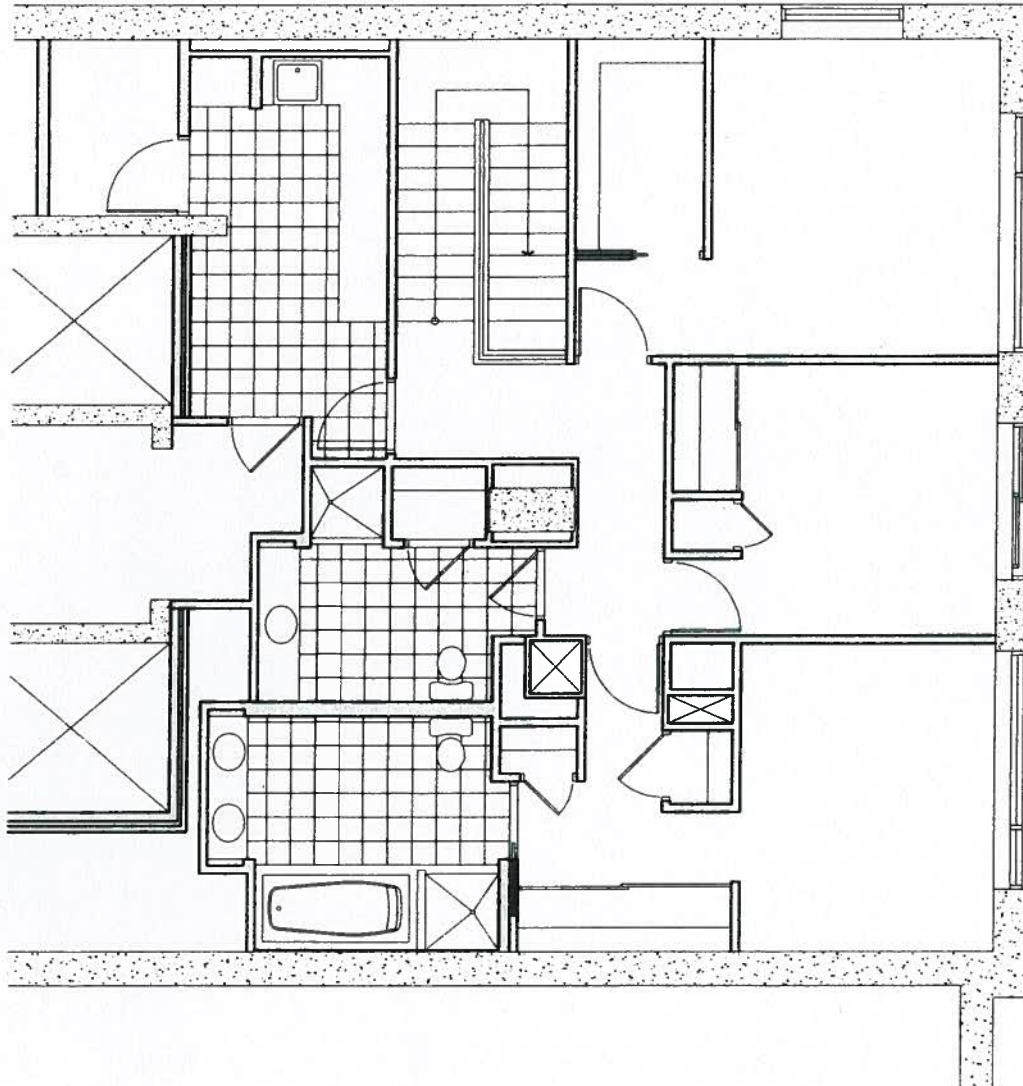


** NOTE: NO RESTRICTIONS THIS LEVEL

PLAN UNIT TYPE PH1 LEVEL 2 - PH1R (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010

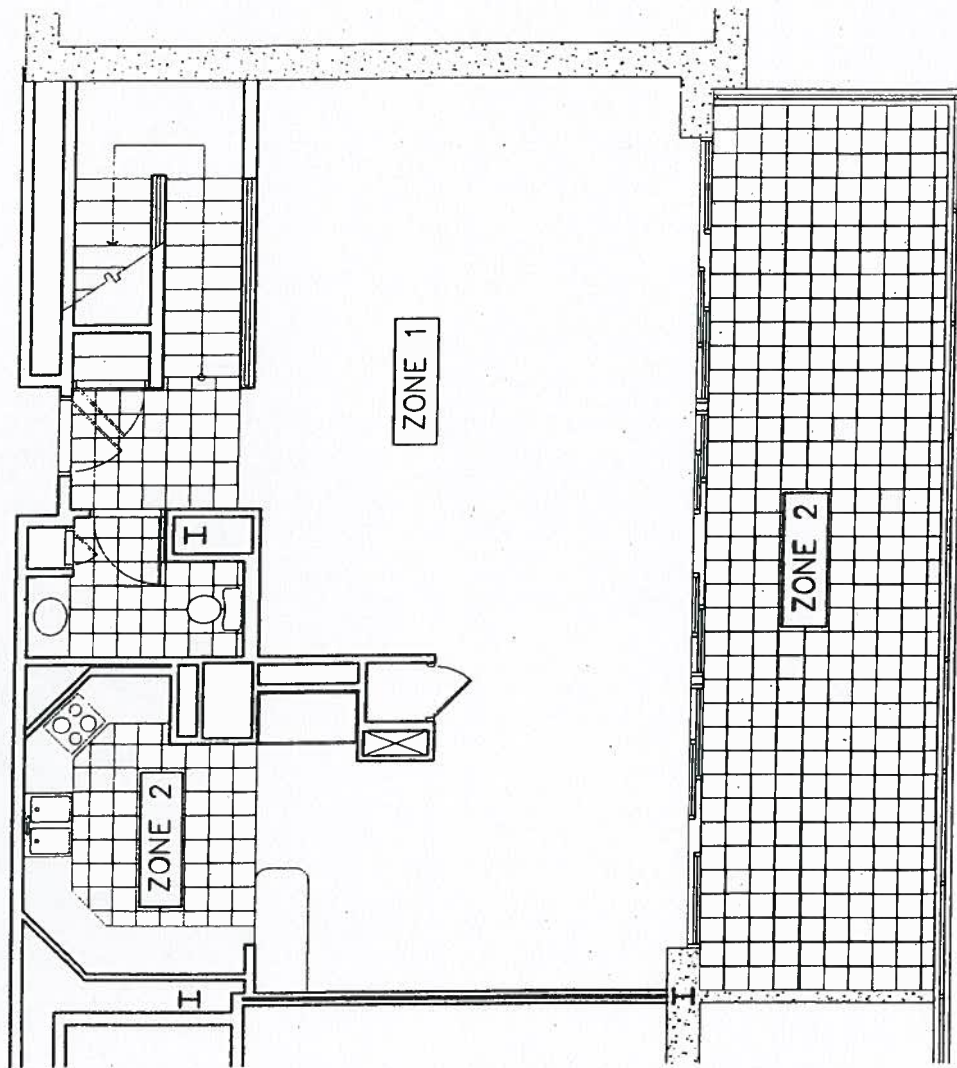


** NOTE: NO RESTRICTIONS THIS LEVEL

PLAN UNIT TYPE PH1 LEVEL 2 - PH1R (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

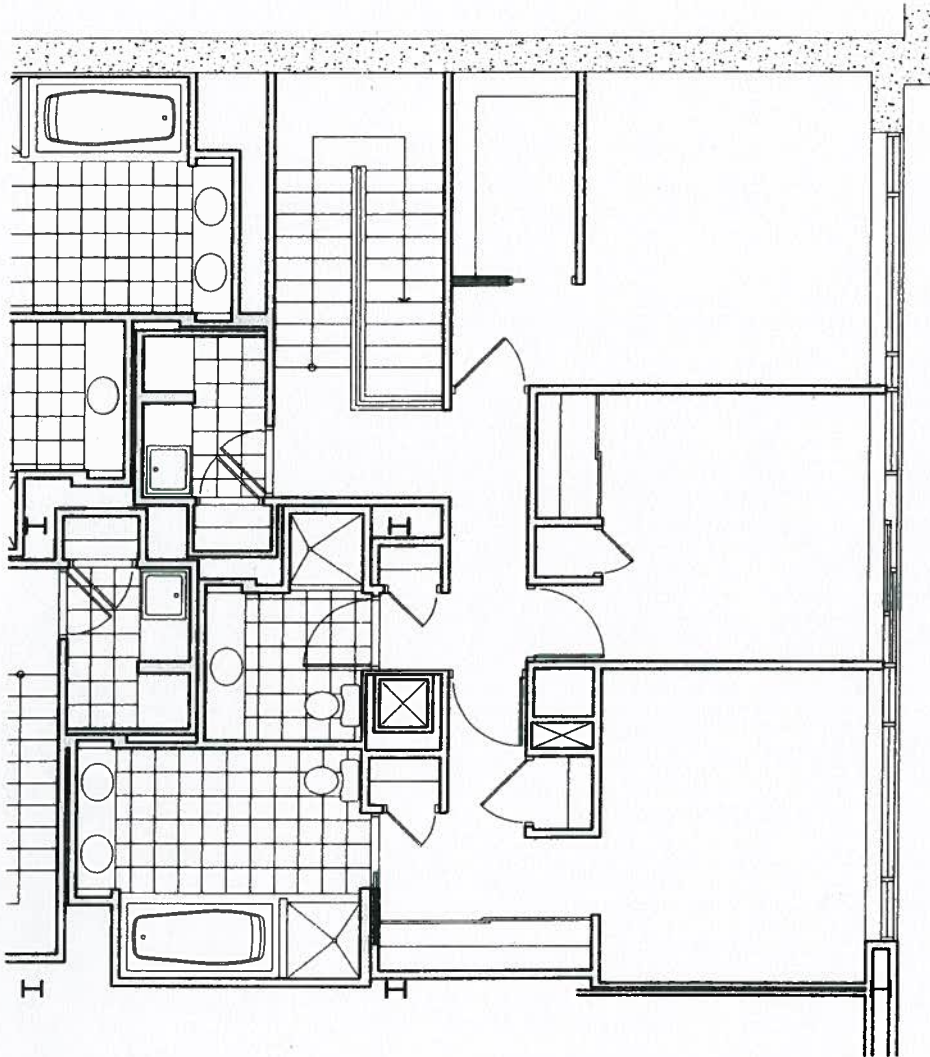
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PLAN UNIT TYPE PH2 LEVEL 1 -- PH2A, PH2R (SIMILAR)
 NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010

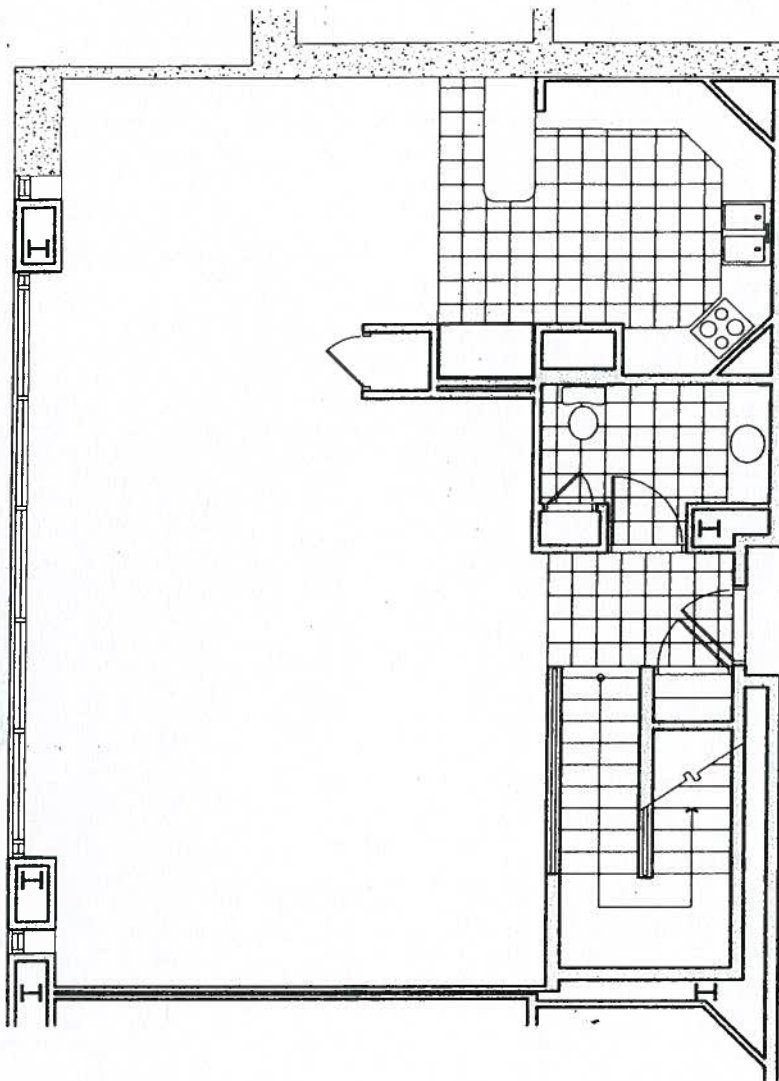


*** NOTE: NO RESTRICTIONS THIS LEVEL.

PLAN UNIT TYPE PH2 LEVEL 2 -- PH2R, PH2A (SIMILAR)
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010

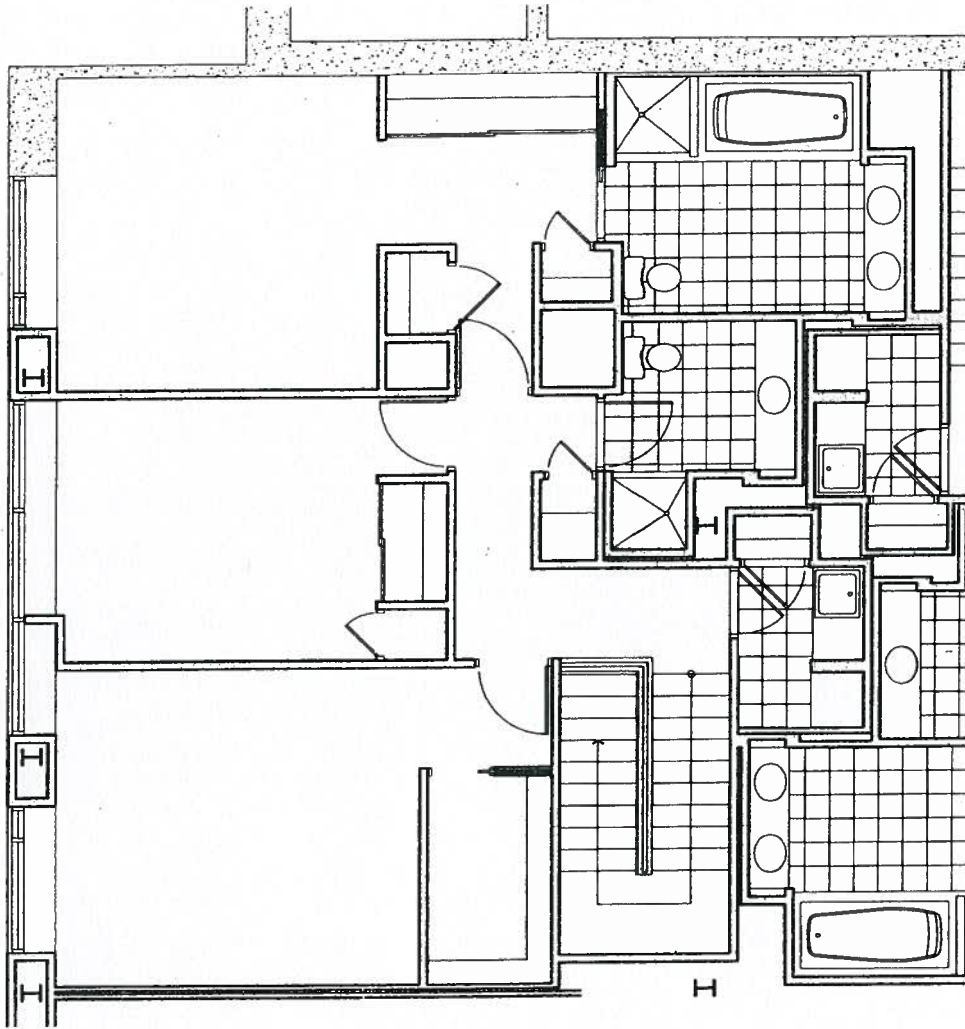


** NOTE: NO RESTRICTIONS THIS LEVEL.

PLAN UNIT TYPE PH3 LEVEL 1 -- PH3R, PH3A (SIMILAR)
NOT TO SCALE

HAWAIKI TOWER FLOORING HOUSE RULES
ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010



** NOTE: NO RESTRICTIONS THIS LEVEL.

PLAN UNIT TYPE PH3 LEVEL 2
NOT TO SCALE

HAWAII TOWER FLOORING HOUSE RULES
ZONE LIMITS FOR FLOORING INSTALLATIONS

05/18/2010

Exhibit 2

Hawaiki Tower Flooring House Rules Definitions and Pre-Approved Systems

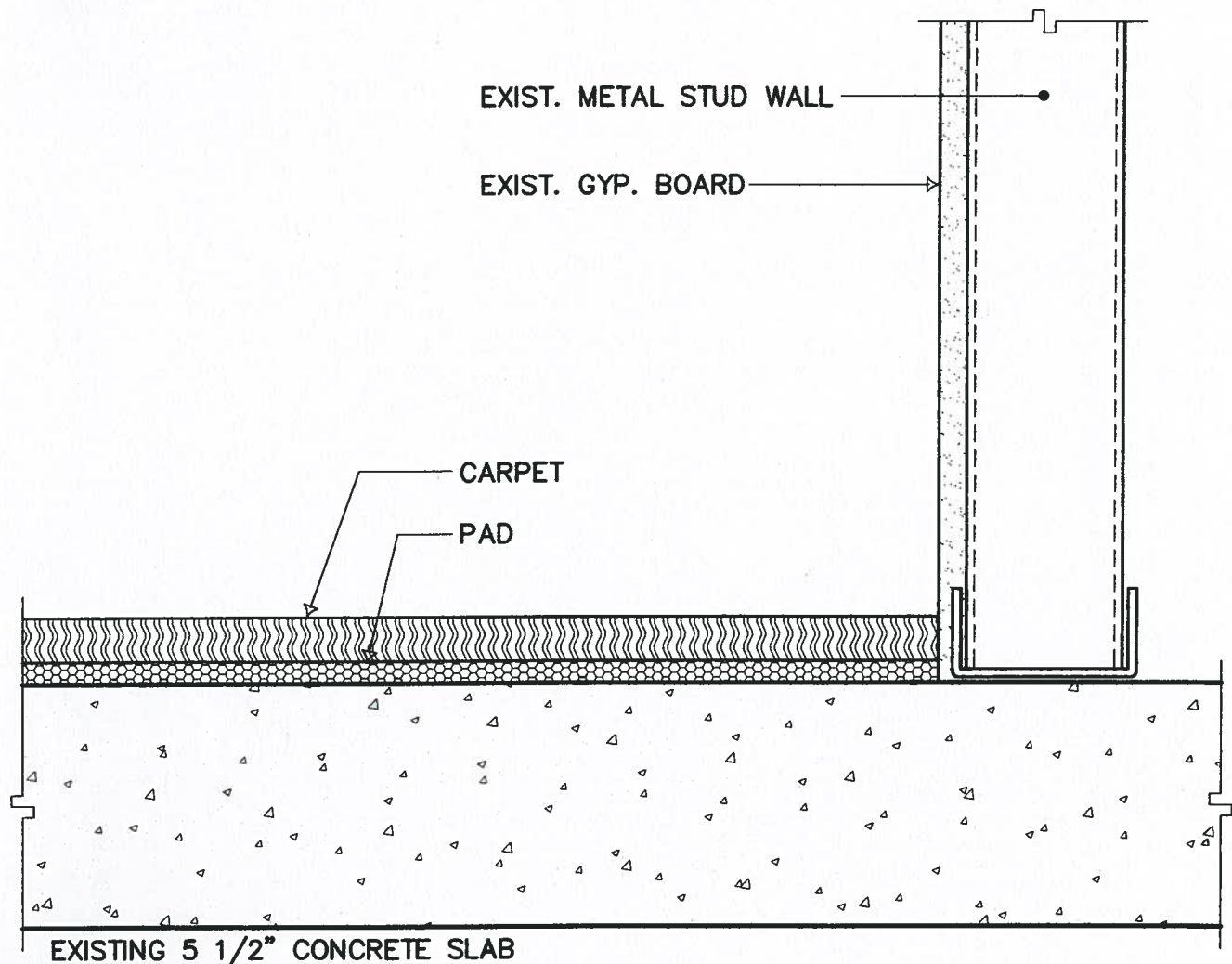
The following definitions and specific products apply to and are pre-approved for applications as pertains to this House Rule. In general the floor assemblies in this Exhibit are pre-approved and acceptable for installation in Hawaiki Tower, providing they are installed in strict conformance with this document and with the product manufacturer's recommendations and providing the Owner adheres to the Zoning restrictions noted in these House Rules.

1. **Acoustical Sealant:** This is a caulking product specifically formulated and used as a filler and sound insulator wherever there is a discontinuity in an acoustic floor assembly or where such assembly abuts a wall. In general, use sealants that are recommended by the product manufacturer.
2. **Perimeter Isolation Board:** This is a filler that is placed where ever a sound rated floor assembly abuts a wall. These products are specifically formulated and used as a sound insulator in sound rated floor assemblies. In general, use perimeter isolation board as recommended by the product manufacturer.
3. **Carpet:** For this specification, carpet is any floor covering made of natural or synthetic fibers. Note that carpets must cover the entire room or space and must not have discontinuities or hard surface borders. Also, carpets must be **permanently** installed. Loose floor coverings such as area rugs and, loose carpet tiles are not considered a "carpet" installation for this specification.
4. **Carpet Pad:** Carpet pads are any carpet underlayment made of rubberized felt, foam rubber, sponge rubber or similar synthetic or natural material. Pads must be installed continuously under carpets with no gaps. Provide a pad with a minimum 40 oz. density. Glue down applications of carpet directly on the concrete slab will not be allowed, except in Zone 2 or Zone 3 areas.
5. **Tile Flooring:** Tile floor installations include ceramic, marble, porcelain, natural stone or similar tiles.
6. **Wood Flooring:** These are natural or synthetic wood like flooring materials. Examples would be Pergo flooring, natural koa flooring, bamboo flooring, etc. For the purpose of this document, cork flooring is considered to be similar to wood flooring.

7. **Proprietary Sound Attenuation Products:** Proprietary sound attenuation products selected for installation by the Owner, shall be installed in strict conformance with the manufacturer's instructions. Sound attenuation systems shall be complete and include all padding, boards, perimeter isolation boards, sealants, etc as specified by the product manufacturer.
8. **Exterior Applications:** For exterior applications, the Owner shall verify that the product installed is appropriate for exterior exposure.
9. **Recommendation:** In general, it is recommended that the Owner install carpet in Zone 1 areas. It is a fact that carpet along with being an economical floor covering is also the most effective at minimizing sound transmission. If a solid surface floor is desired in Zone 1, we recommend you consider a wood floor installation.
10. Hard tile floor surfaces are discouraged in Zone 1 areas. It is very difficult to get the required FIIC-55 rating with hard tile floors. Tile floor installations in Zone 1 will typically be 1-3/4" to 2-1/2" in thickness and will require you to modify your doors and cabinet installations. In Zone 1 areas, if a hard surface floor is desired, it is recommended to install a wood type floor.

Zone 1

Pre-Approved Floor Assemblies



NOTES:

- A. CARPET SHALL BE INSTALLED WALL TO WALL with NO GAPS and NO HARD BORDERS.
- B. CARPET SHALL BE PERMANENTLY FIXED IN PLACE.
- C. CARPET PADS SHALL BE OF RUBBER OR FOAM MATERIAL, OR SIMILAR SYNTHETIC MATERIAL. PROVIDE A MINIMUM 40 OUNCE PAD.

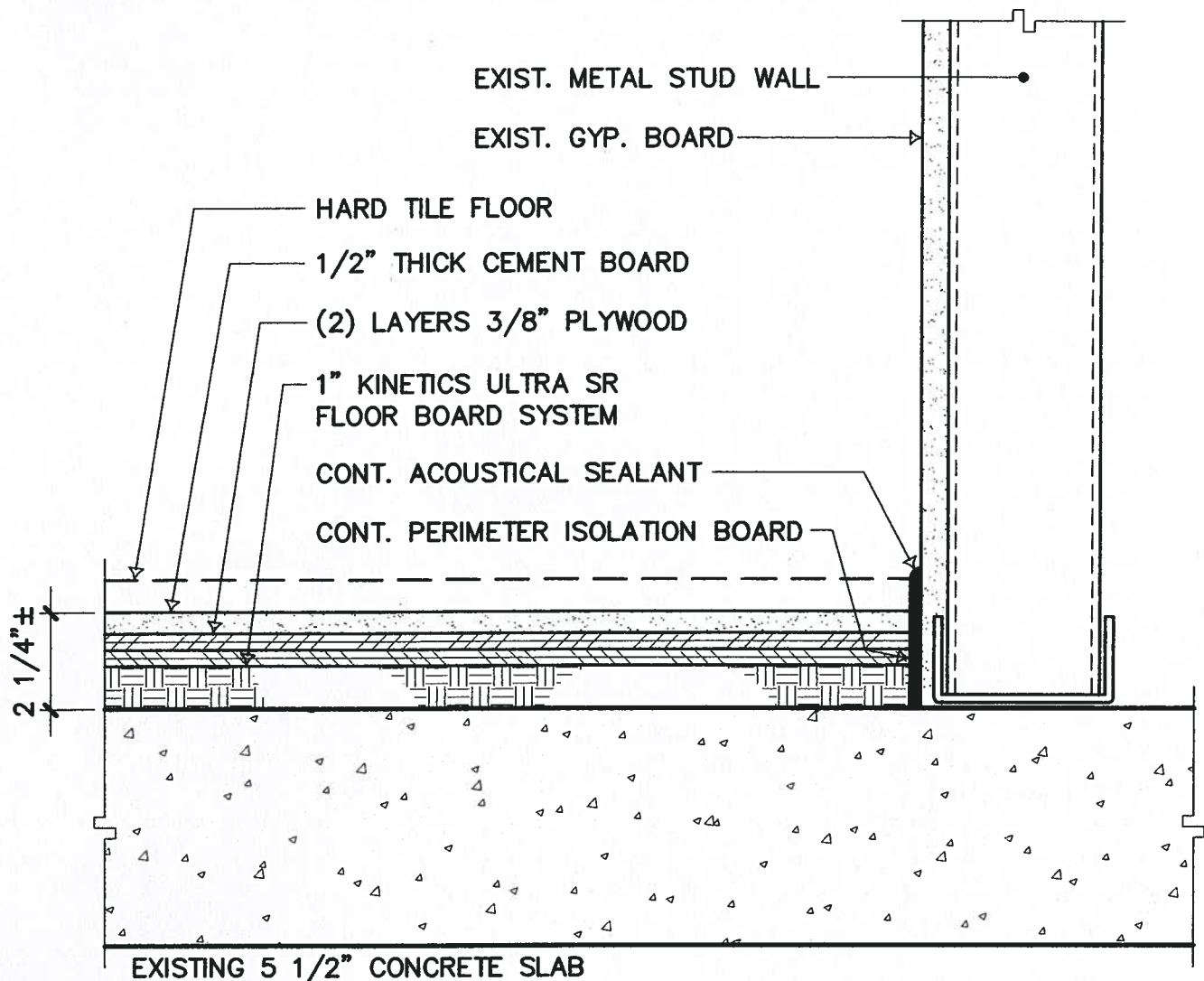
ASSEMBLY CI-1 : PRE-APPROVED FOR ZONE 1

SC: 3" = 1'-0"

(CARPET INSTALLATION)

HAWAII TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 1 FLOOR
 ASSEMBLY I-1 : IIC / FIIC 72

05/18/2010



NOTES:

- A. FLOORING SHALL BE "WALL TO WALL" with NO GAPS and NO BORDERS.
- B. PERIMETER ISOLATION BOARD and ACOUSTICAL SEALANT SHALL BE INSTALLED at ALL ABUTTING WALLS.

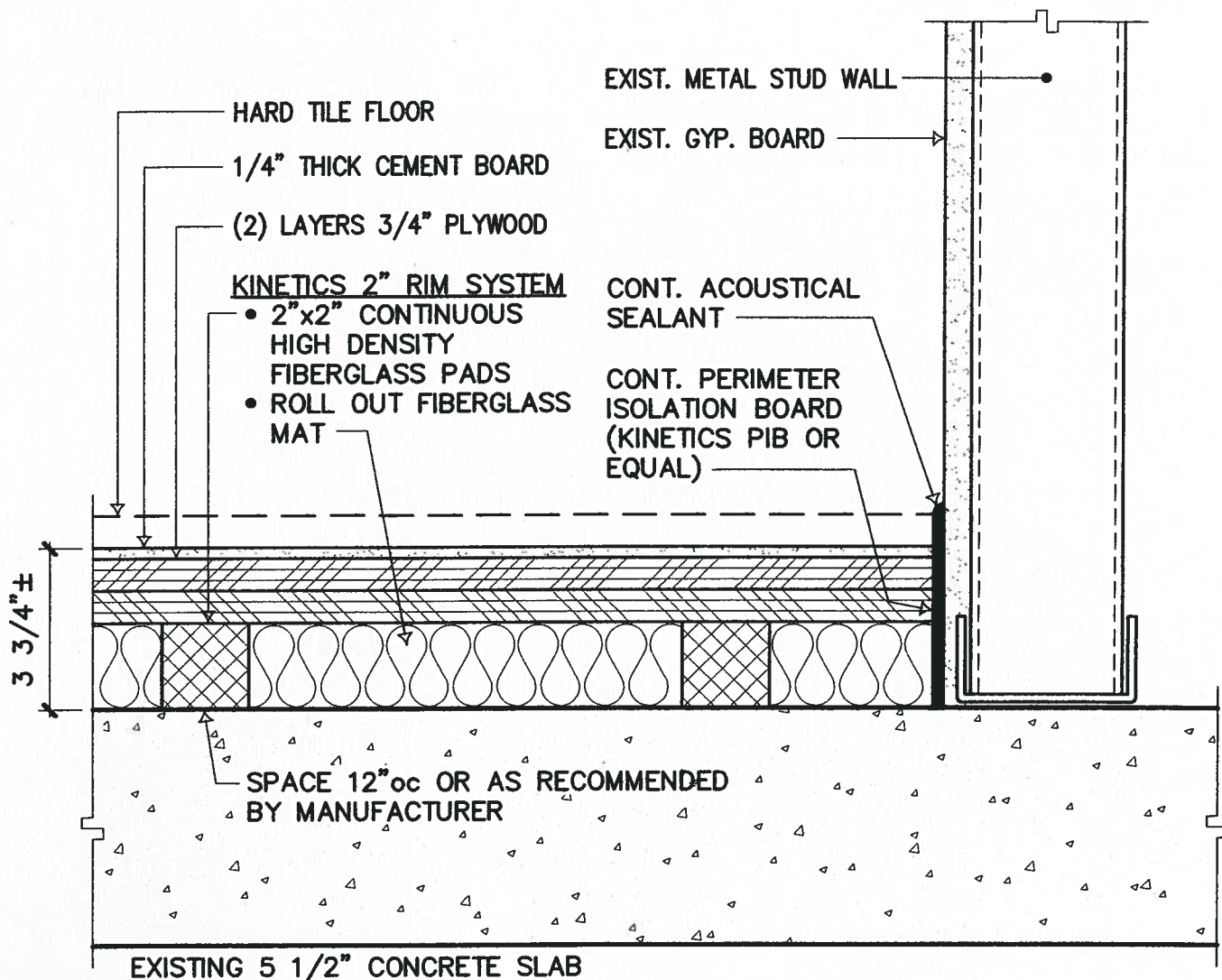
ASSEMBLY TI-1 : PRE-APPROVED FOR ZONE 1

SC: 3" = 1'-0"

(HARD TILE FLOOR)

HAWAII TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 1 FLOOR
 ASSEMBLY I-4 : IIC / FIIC 59

08/18/2010



NOTES:

- FLOORING SHALL BE "WALL TO WALL" with NO GAPS and NO BORDERS.
- PERIMETER ISOLATION BOARD and ACOUSTICAL SEALANT SHALL BE INSTALLED at ALL ABUTTING WALLS.

ASSEMBLY TI-2 : PRE-APPROVED FOR ZONE 1

SC: 3" = 1'-0"

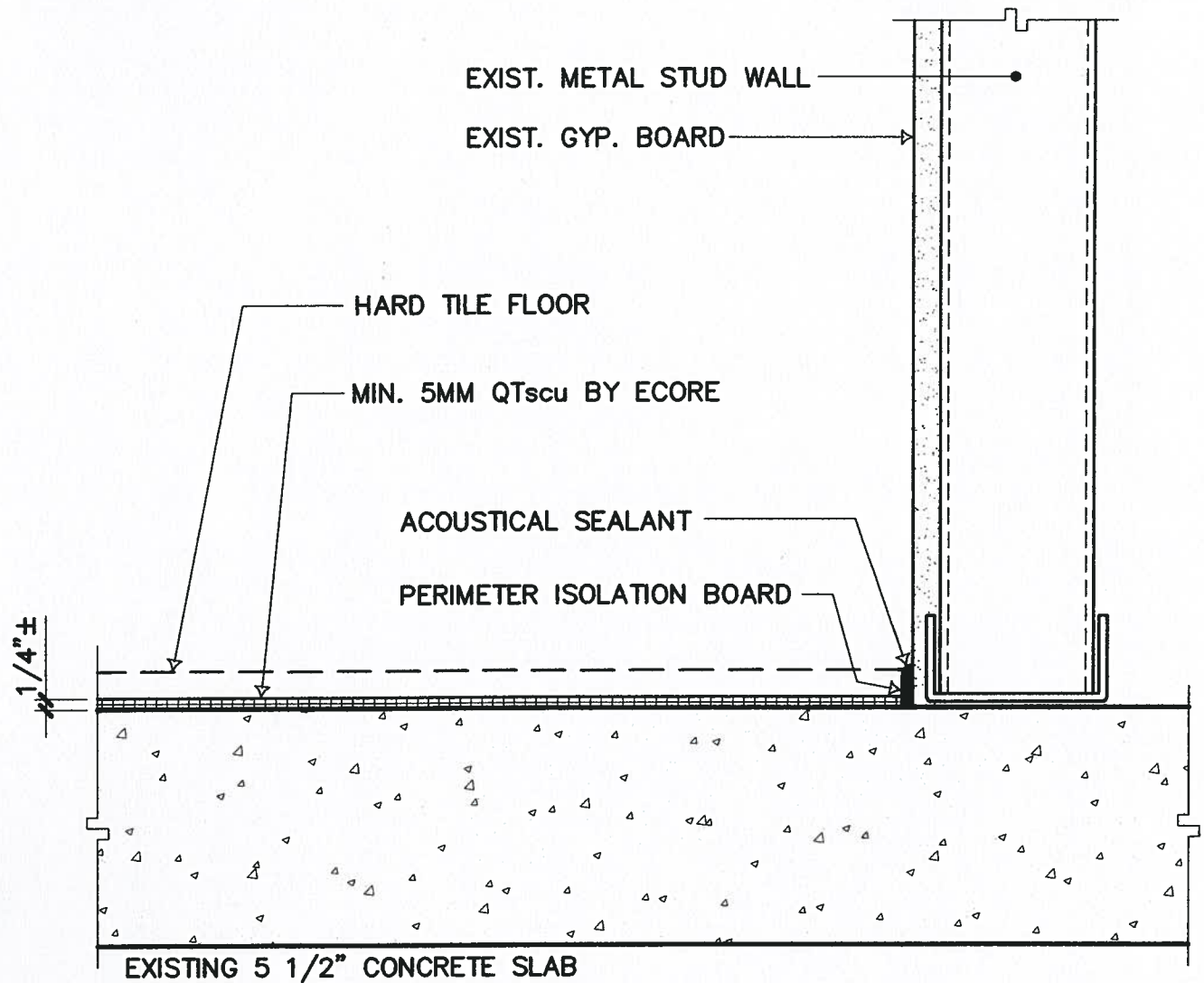
(HARD TILE FLOOR)

HAWAII TOWER FLOORING HOUSE RULES
PRE-APPROVED ZONE 1 FLOOR
ASSEMBLY I-5 : IIC 62 / FIIC 55

08/18/2010

Zone 2

Pre-Approved Floor Assemblies



NOTES:

- A. FLOORING SHALL BE "WALL TO WALL" with NO GAPS or BORDERS.
- B. CONTINUOUS PERIMETER ISOLATION BOARD and SEALANT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

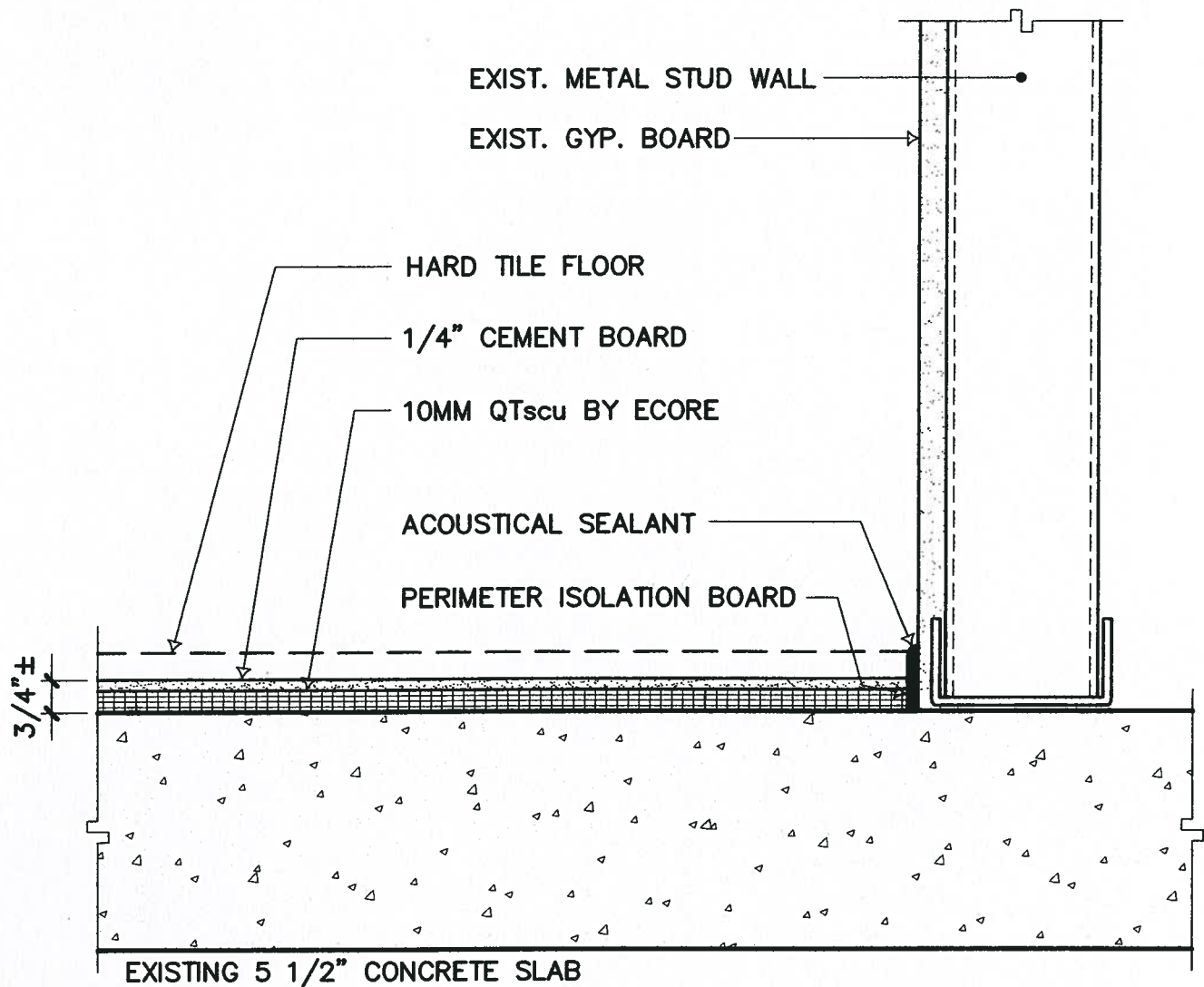
ASSEMBLY T2-1 : PRE-APPROVED FOR ZONE 2

SC: 3" = 1'-0"

(HARD TILE FLOOR)

HAWAII TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 2 FLOOR
 ASSEMBLY II-2 : IIC - / FIIC 48

08/18/2010



NOTES:

- A. FLOORING SHALL BE "WALL TO WALL" with NO GAPS or BORDERS.
- B. CONTINUOUS PERIMETER ISOLATION BOARD and SEALANT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

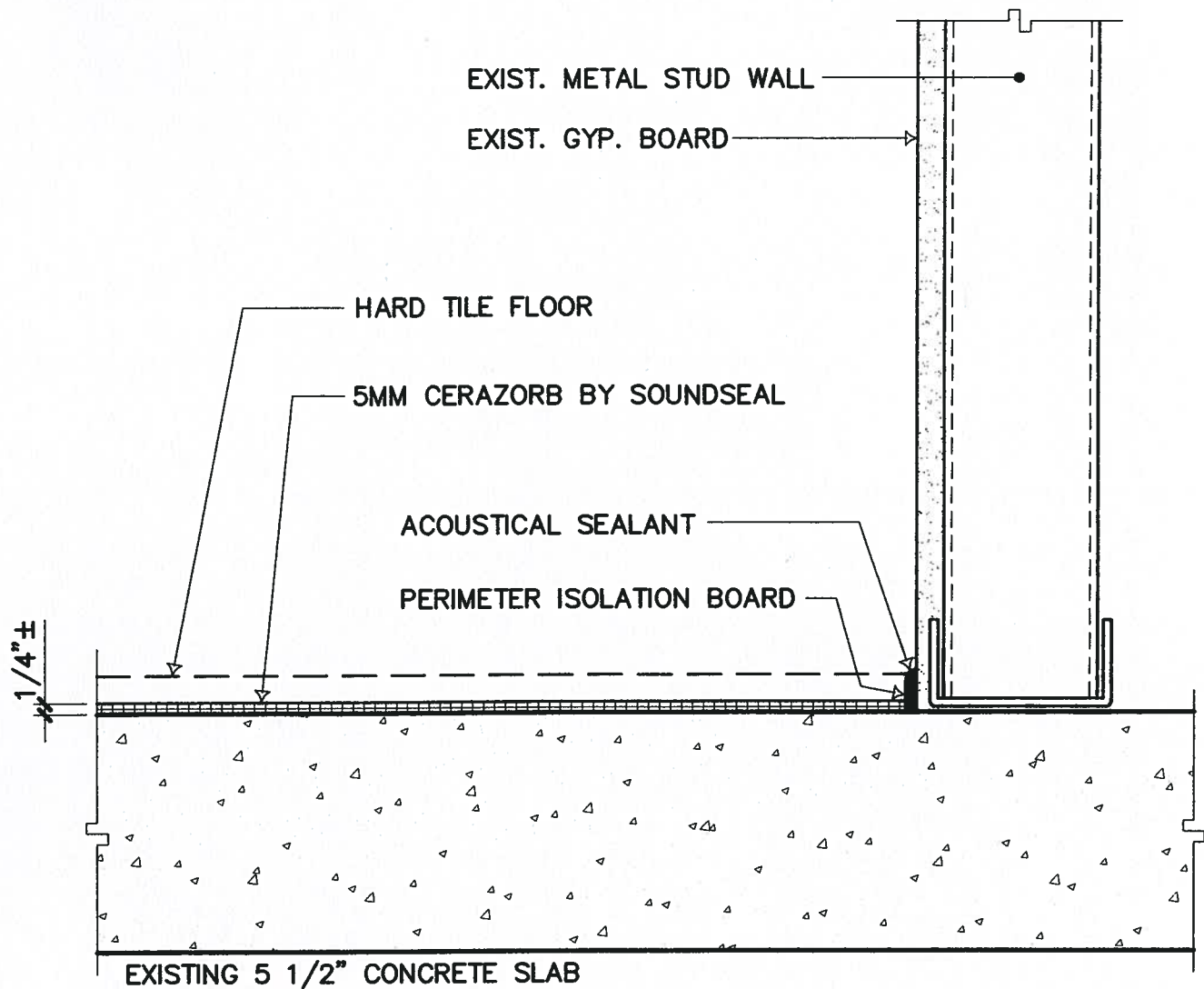
ASSEMBLY T2-2 : PRE-APPROVED FOR ZONE 2

SC: 3" = 1'-0"

(HARD TILE FLOOR)

HAWAII TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 2 FLOOR
 ASSEMBLY II-3 : IIC - / FIIC 51

08/18/2010



NOTES:

- A. FLOORING SHALL BE "WALL TO WALL" with NO GAPS or BORDERS.
- B. CONTINUOUS PERIMETER ISOLATION BOARD and SEALANT SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.

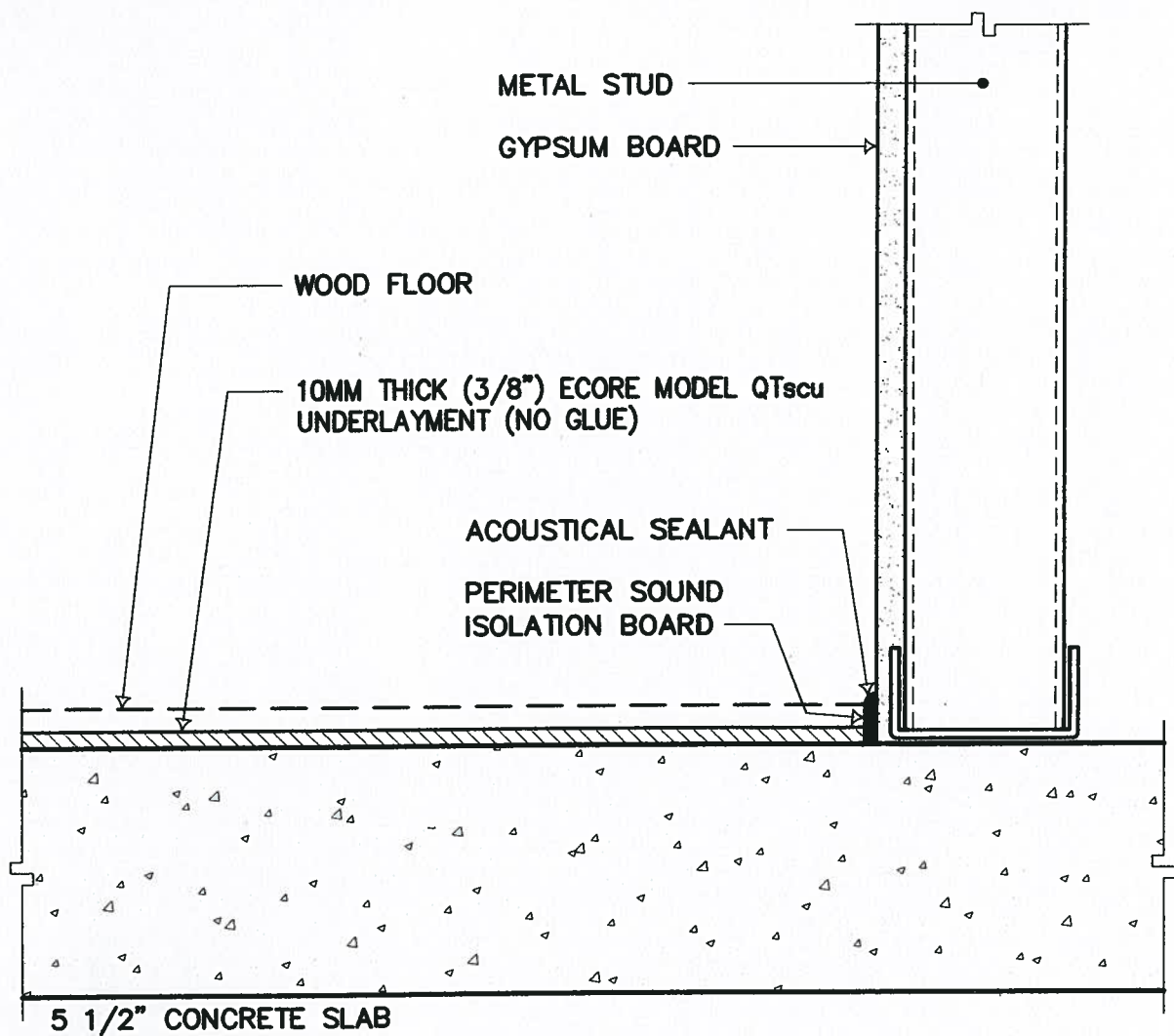
ASSEMBLY T2-3 : PRE-APPROVED FOR ZONE 2

SC: 3" = 1'-0"

(HARD TILE FLOOR)

HAWAIKI TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 2 FLOOR
 ASSEMBLY II-4 : IIC / FIIC 45

05/18/2010



NOTES:

- A. FLOORING SHALL BE WALL TO WALL with NO GAPS OR BORDERS.
- B. CONTINUOUS PERIMETER SOUND ISOLATION BOARD and SEALANT, PER MANUFACTURER'S RECOMMENDATIONS, SHALL BE INSTALLED AT ALL ABUTTING SURFACES.
- C. WOOD FLOOR MAYBE NATURAL OR SYNTHETIC WOOD. FLOORING MUST BE T&G DESIGN with NO GLUE OR FASTENERS (SNAP IN PLACE). RECOMMEND "MODEL CLIQUE BY KULTUR FLOORING".

ASSEMBLY W2-2 : PRE-APPROVED FOR ZONE 2

SC: 3" = 1'-0"

HAWAII TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE 2 FLOOR
 ASSEMBLY : IIC - / FIIC 54

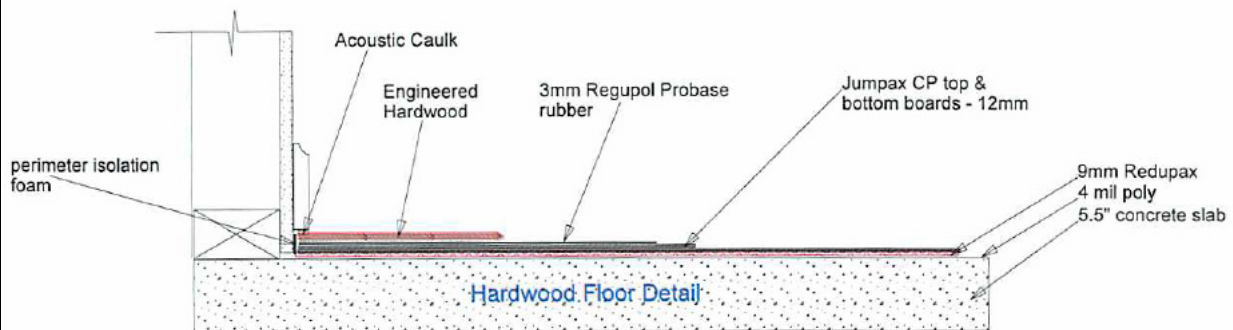
01/31/2011

APPARENT IMPACT INSULATION CLASS (AIIC) TEST REPORT

Report Date: October 09, 2013
 Conducted for: Mary Leong
 Censeo Test #: 11003A-1
 Test Date: October 3, 2012
 Test Location: Hawaiki Tower
 Test Construction: Floor/Ceiling Assembly between Unit 4208 Living Room and Unit 4108 Living Room

Table 1. TEST ASSEMBLY AND PERFORMANCE RESULTS

Test Partition	Test Results
<p><u>Floor/Ceiling Assembly:</u> Engineered wood flooring by Provenza on 3mm thick Probax rubber underlayment by Regupol, on the Jumpax CP system (a two (2) layer cement based bonded panel system with a total thickness of ½") by Sound Seal, on 9mm thick Redupax panel underlayment by SoundSeal. The subfloor was a 5.5" thick post tensioned concrete slab. There was no drop ceiling below the slab in the receiving room.</p>	<p>AIIC 54</p> <p>See Attached Graph</p>



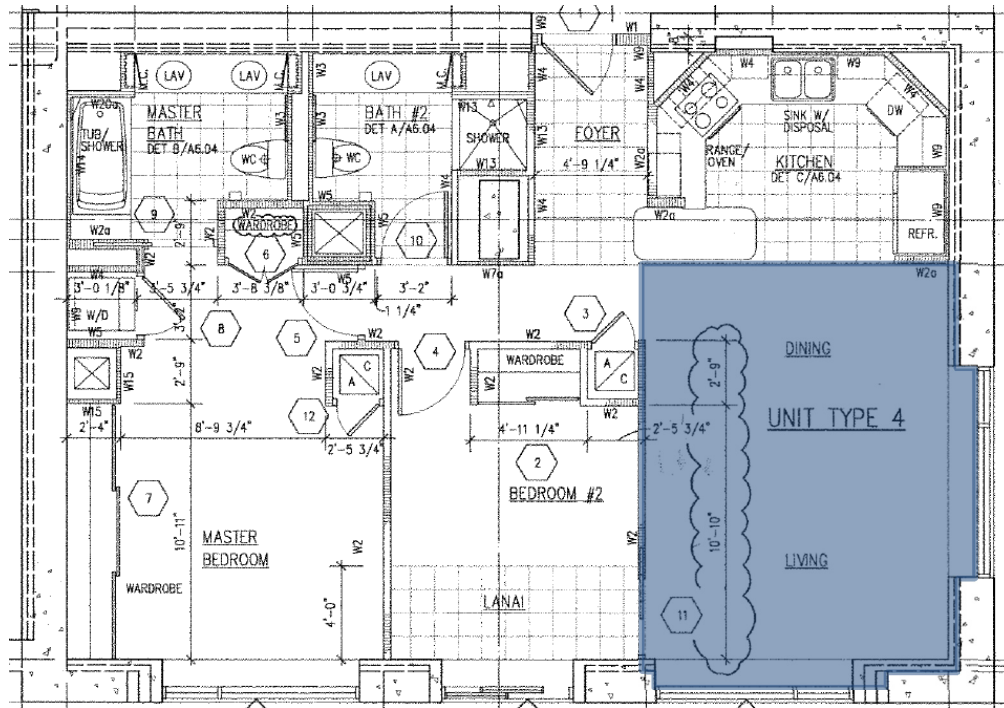
Detail 1. Floor/Ceiling Assembly Construction

Notes:

1. The test result is reported as an Apparent Impact Insulation Class (AIIC) value. The amount of flanking was not completely determined, so the AIIC value should be considered a minimum value.
2. The AIIC value was calculated in accordance with ASTM E989-06, Standard Classification for Determination of Impact Insulation Class (IIC).

Table 2. TEST ENVIRONMENT

Source Room		Receiver Room	
Rm Name:	Unit 4208 Living Room	Rm Name:	Unit 4108 Living Room
Finishes:	Plaster ceiling, gypsum board walls, and concrete flooring	Finishes:	Plaster ceiling, gypsum board walls, and carpet flooring
		Floor Area:	250 sq ft
		Volume:	2,000 cu ft



Detail 2. Test Partition

Notes

1. The floor mockup size was approximately 5 feet by 5 feet. Since no glue was used for adhering the floor assembly to the subfloor, concrete blocks were placed on the test specimen around it's perimeter to ensure continuous contact between the test specimen and subfloor (to prevent curling of the test specimen).
2. The adjacent kitchen and foyer areas were not included in the test.
3. All windows and doors were closed during the testing period. The ceiling height was 8'-0".

TEST PROCEDURE

A standard tapping machine was used as the impact sound source. At each tapping machine position, one-third octave band sound pressure levels were measured in the receiving room. One (1) 60 second measurement was taken for each tapping machine position. Each noise measurement consisted of sweeping the microphone throughout the room. Flanking transmission was not evaluated. Equipment used to conduct the test is summarized below in Table 3.

Table 3. Test Equipment Summary				
Equipment Type	Manufacturer	Model No.	Serial No.	Calibration Date
Sound Level Meter	Larson Davis	831	2880	May 30, 2012
Pre Amp	PCB Piezotronics	PRM831	021385	May 08, 2012
Microphone	PCB Piezotronics	377B20	123876	May 25, 2012
Calibrator	Larson Davis	CAL200	7492	May 09, 2012
Amplified Loudspeaker	QSC	K10	N/A	N/A
Signal Generator	NTI Audio	MR-PRO	N/A	N/A

CONFORMANCE TO TEST STANDARD

Testing was conducted in general accordance with ASTM Designation E 1007-13: Standard Test method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures. The standard test method for the determination of decay rates described in E 2235 was followed to calculate receiving room sound absorption from reverberation time measurements.

The background noise level in the receiver room was greater than 5 dB below the receiver room signal level for all frequency bands except the 1250, 1600, 2000, 2500, and 3150 frequency bands, as required in ASTM E 1007-13, Paragraph 11.6.5. The receiver room volume meets the minimum required in ASTM E 1007-13, Paragraph 5.4.1 for measurements down to 125 Hz. The receiver room absorption does not meet the preferable calculated value, as determined in ASTM E 1007-13, Paragraph 5.4.1 at all frequency bands except for the 160, 250, and 500 Hz frequency bands.

The results stated in this report represent only the specific construction and acoustical conditions present at the time of the test. Measurements performed in accordance with this standard on nominally identical constructions and acoustical conditions may produce different results.

Test Conducted By:



Todd Beiler, PE, INCE Bd. Cert.



Kristina Foster

TEST RESULTS



Project Name: Hawaiki Tower
 Source Room: Unit 4208 Living Room
 Receiver Room: Unit 4108 Living Room
 Test Partition: Floor/Ceiling Assembly
 Test Date: October 3, 2013
 Test Number: AIIC-1

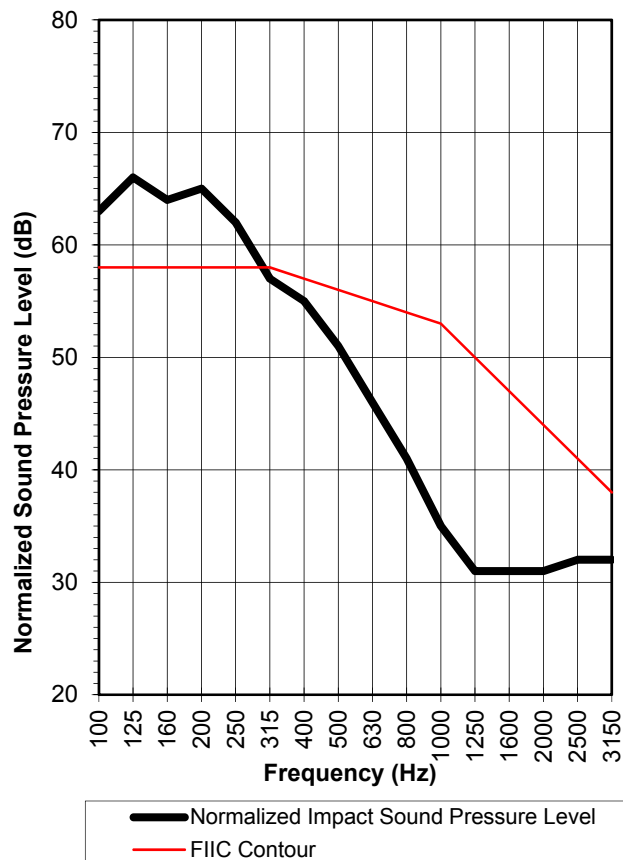
AIIC Rating: 54

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This test does not conform fully to the requirements of ASTM 1007-13.

Where:

AIIC = Apparent Impact Insulation Class



1/3 Octave Band Center Frequency (Hz)	Normalized Impact Sound Pressure Level (dB)	Average Absorption (Sabines)	Notes (see below)
100	63	197	1 2
125	66	232	1
160	64	133	
200	65	166	1
250	62	146	
315	57	161	1
400	55	161	1
500	51	151	
630	46	212	1
800	41	214	1
1000	35	205	1
1250	31	202	1 3
1600	31	211	1 3
2000	31	208	1 3
2500	32	200	1 3
3150	32	199	1 3

Notes:

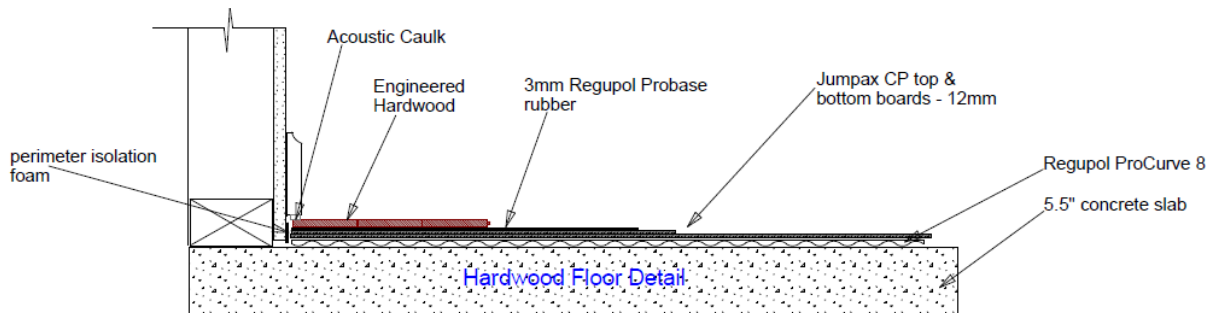
- 1 The room absorption is too high to achieve the best possible simulation of an ideal diffuse field condition at this frequency band.
- 2 The room volume is too low for a reliable measurement at this frequency band.
- 3 Signal-to-noise ratio < 5 dB. SPL only provides an estimate of the lower limit of the noise reduction.

APPARENT IMPACT INSULATION CLASS (AIIC) TEST REPORT

Report Date: October 09, 2013
 Conducted for: Mary Leong
 Censeo Test #: 11003A-2
 Test Date: October 3, 2012
 Test Location: Hawaiki Tower
 Test Construction: Floor/Ceiling Assembly between Unit 4208 Living Room and Unit 4108 Living Room

Table 1. TEST ASSEMBLY AND PERFORMANCE RESULTS

Test Partition	Test Results
<p><u>Floor/Ceiling Assembly:</u> Engineered wood flooring by Provenza on 3mm thick Probase rubber underlayment by Regupol, on the Jumpax CP system (a two (2) layer cement based bonded panel system with a total thickness of ½") by Sound Seal, on 5/16" thick ProCurve 8 rubber underlayment by Regupol. The subfloor was a 5.5" thick post tensioned concrete slab. There was no drop ceiling below the slab in the receiving room.</p>	<p>AIIC 48</p> <p>See Attached Graph</p>



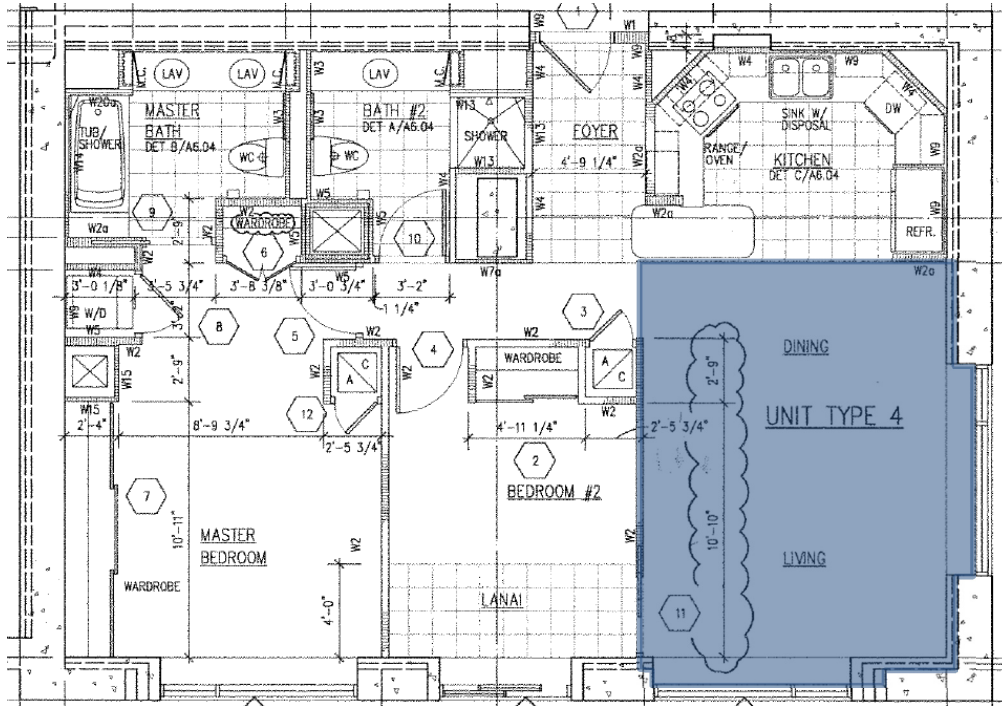
Detail 1. Floor/Ceiling Assembly Construction

Notes:

1. The test result is reported as an Apparent Impact Insulation Class (AIIC) value. The amount of flanking was not completely determined, so the AIIC value should be considered a minimum value.
2. The AIIC value was calculated in accordance with ASTM E989-06, Standard Classification for Determination of Impact Insulation Class (IIC).

Table 2. TEST ENVIRONMENT

Source Room		Receiver Room	
Rm Name:	Unit 4208 Living Room	Rm Name:	Unit 4108 Living Room
Finishes:	Plaster ceiling, gypsum board walls, and concrete flooring	Finishes:	Plaster ceiling, gypsum board walls, and carpet flooring
		Floor Area:	250 sq ft
		Volume:	2,000 cu ft



Detail 2. Test Partition

Notes

1. The floor mockup size was approximately 5 feet by 5 feet. Since no glue was used for adhering the floor assembly to the subfloor, concrete blocks were placed on the test specimen around it's perimeter to ensure continuous contact between the test specimen and subfloor (to prevent curling of the test specimen).
2. The adjacent kitchen and foyer areas were not included in the test.
3. All windows and doors were closed during the testing period. The ceiling height was 8'-0".

TEST PROCEDURE

A standard tapping machine was used as the impact sound source. At each tapping machine position, one-third octave band sound pressure levels were measured in the receiving room. One (1) 60 second measurement was taken for each tapping machine position. Each noise measurement consisted of sweeping the microphone throughout the room. Flanking transmission was not evaluated. Equipment used to conduct the test is summarized below in Table 3.

Table 3. Test Equipment Summary				
Equipment Type	Manufacturer	Model No.	Serial No.	Calibration Date
Sound Level Meter	Larson Davis	831	2880	May 30, 2012
Pre Amp	PCB Piezotronics	PRM831	021385	May 08, 2012
Microphone	PCB Piezotronics	377B20	123876	May 25, 2012
Calibrator	Larson Davis	CAL200	7492	May 09, 2012
Amplified Loudspeaker	QSC	K10	N/A	N/A
Signal Generator	NTI Audio	MR-PRO	N/A	N/A

CONFORMANCE TO TEST STANDARD

Testing was conducted in general accordance with ASTM Designation E 1007-13: Standard Test method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures. The standard test method for the determination of decay rates described in E 2235 was followed to calculate receiving room sound absorption from reverberation time measurements.

The background noise level in the receiver room was greater than 5 dB below the receiver room signal level for all frequency bands except the 1000, 1250, 1600, 2000, 2500, and 3150 frequency bands, as required in ASTM E 1007-13, Paragraph 11.6.5. The receiver room volume meets the minimum required in ASTM E 1007-13, Paragraph 5.4.1 for measurements down to 125 Hz. The receiver room absorption does not meet the preferable calculated value, as determined in ASTM E 1007-13, Paragraph 5.4.1 at all frequency bands except for the 160, 250, and 500 Hz frequency bands.

The results stated in this report represent only the specific construction and acoustical conditions present at the time of the test. Measurements performed in accordance with this standard on nominally identical constructions and acoustical conditions may produce different results.

Test Conducted By:



Todd Beiler, PE, INCE Bd. Cert.



Kristina Foster

TEST RESULTS



Project Name: Hawaiki Tower
 Source Room: Unit 4208 Living Room
 Receiver Room: Unit 4108 Living Room
 Test Partition: Floor/Ceiling Assembly
 Test Date: October 3, 2013
 Test Number: AIIC-2

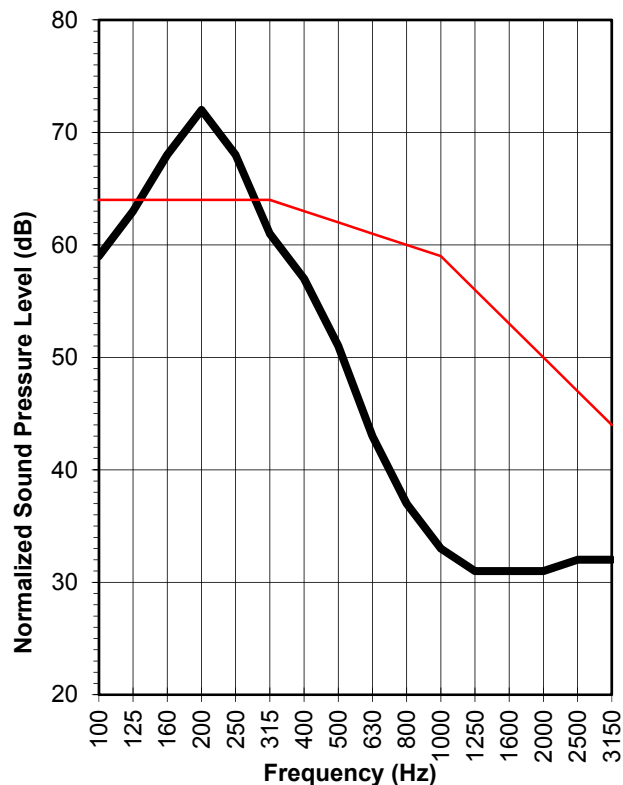
AIIC Rating: 48

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This test does not conform fully to the requirements of ASTM 1007-13.

Where:

AIIC = Apparent Impact Insulation Class



— Normalized Impact Sound Pressure Level
 — FIIC Contour

1/3 Octave Band Center Frequency (Hz)	Normalized Impact Sound Pressure Level (dB)	Average Absorption (Sabines)	Notes (see below)
100	59	197	1 2
125	63	232	1
160	68	133	
200	72	166	1
250	68	146	
315	61	161	1
400	57	161	1
500	51	151	
630	43	212	1
800	37	214	1
1000	33	205	1 3
1250	31	202	1 3
1600	31	211	1 3
2000	31	208	1 3
2500	32	200	1 3
3150	32	199	1 3

Notes:

- 1 The room absorption is too high to achieve the best possible simulation of an ideal diffuse field condition at this frequency band.
- 2 The room volume is too low for a reliable measurement at this frequency band.
- 3 Signal-to-noise ratio < 5 dB. SPL only provides an estimate of the lower limit of the noise reduction.

APPARENT IMPACT INSULATION CLASS (AIIC) TEST REPORT

Report Date: October 09, 2013
 Conducted for: Mary Leong
 Censeo Test #: 11003A-3
 Test Date: October 3, 2012
 Test Location: Hawaiki Tower
 Test Construction: Floor/Ceiling Assembly between Unit 4208 Living Room and Unit 4108 Living Room

Table 1. TEST ASSEMBLY AND PERFORMANCE RESULTS

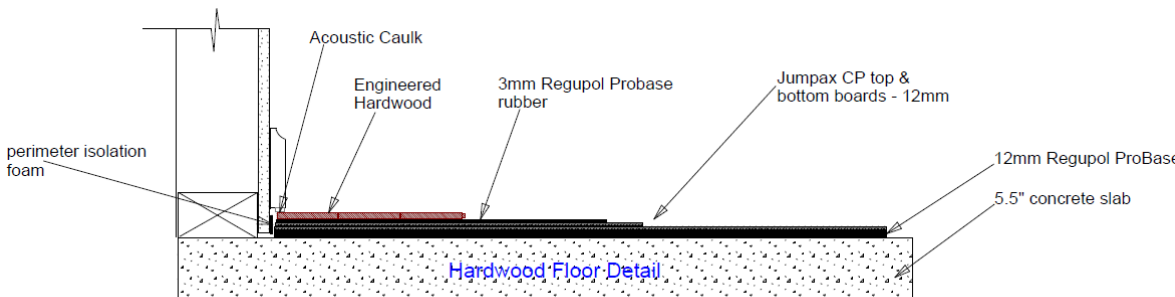
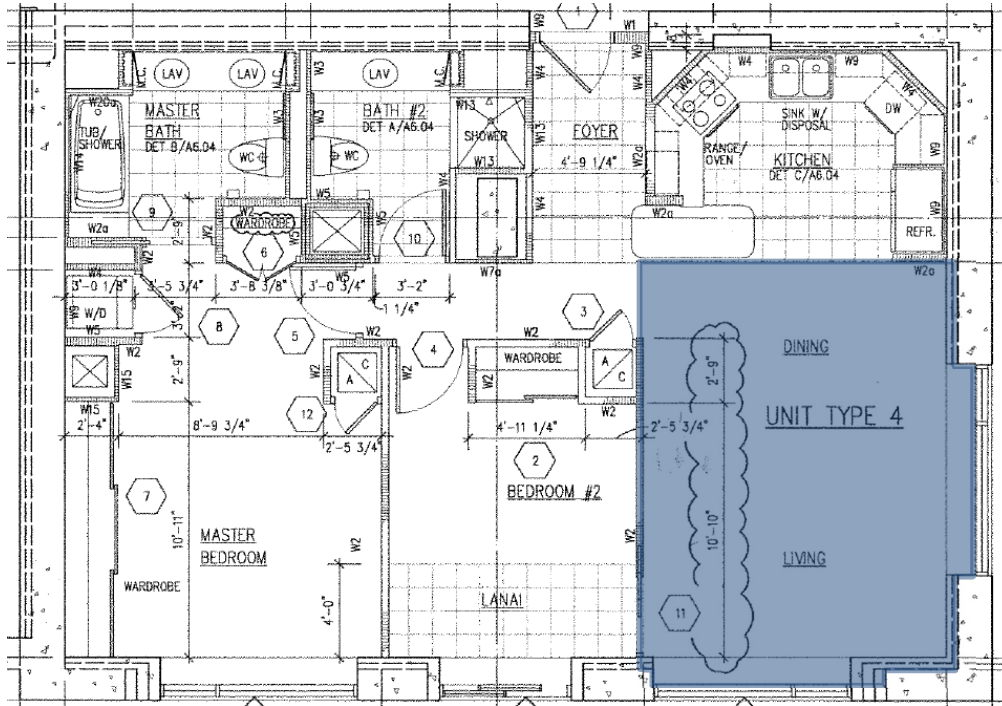
Test Partition	Test Results
<p><u>Floor/Ceiling Assembly:</u> Engineered wood flooring by Provenza on 3mm thick Probases rubber underlayment by Regupol, on the Jumpax CP system (a two (2) layer cement based bonded panel system with a total thickness of ½") by Sound Seal, on 12mm thick Probases rubber underlayment by Regupol. The subfloor was a 5.5" thick post tensioned concrete slab. There was no drop ceiling below the slab in the receiving room.</p>	<p>AIIC 49</p> <p>See Attached Graph</p>
<div style="text-align: center;">  <p>Hardwood Floor Detail</p> </div> <p style="text-align: center;">Detail 1. Floor/Ceiling Assembly Construction</p>	
<p>Notes:</p> <ol style="list-style-type: none"> 1. The test result is reported as an Apparent Impact Insulation Class (AIIC) value. The amount of flanking was not completely determined, so the AIIC value should be considered a minimum value. 2. The AIIC value was calculated in accordance with ASTM E989-06, Standard Classification for Determination of Impact Insulation Class (IIC). 	

Table 2. TEST ENVIRONMENT

Source Room		Receiver Room	
Rm Name:	Unit 4208 Living Room	Rm Name:	Unit 4108 Living Room
Finishes:	Plaster ceiling, gypsum board walls, and concrete flooring	Finishes:	Plaster ceiling, gypsum board walls, and carpet flooring
		Floor Area:	250 sq ft
		Volume:	2,000 cu ft



Detail 2. Test Partition

Notes

1. The floor mockup size was approximately 5 feet by 5 feet. Since no glue was used for adhering the floor assembly to the subfloor, concrete blocks were placed on the test specimen around it's perimeter to ensure continuous contact between the test specimen and subfloor (to prevent curling of the test specimen).
2. The adjacent kitchen and foyer areas were not included in the test.
3. All windows and doors were closed during the testing period. The ceiling height was 8'-0".

TEST PROCEDURE

A standard tapping machine was used as the impact sound source. At each tapping machine position, one-third octave band sound pressure levels were measured in the receiving room. One (1) 60 second measurement was taken for each tapping machine position. Each noise measurement consisted of sweeping the microphone throughout the room. Flanking transmission was not evaluated. Equipment used to conduct the test is summarized below in Table 3.

Table 3. Test Equipment Summary				
Equipment Type	Manufacturer	Model No.	Serial No.	Calibration Date
Sound Level Meter	Larson Davis	831	2880	May 30, 2012
Pre Amp	PCB Piezotronics	PRM831	021385	May 08, 2012
Microphone	PCB Piezotronics	377B20	123876	May 25, 2012
Calibrator	Larson Davis	CAL200	7492	May 09, 2012
Amplified Loudspeaker	QSC	K10	N/A	N/A
Signal Generator	NTI Audio	MR-PRO	N/A	N/A

CONFORMANCE TO TEST STANDARD

Testing was conducted in general accordance with ASTM Designation E 1007-13: Standard Test method for Field Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures. The standard test method for the determination of decay rates described in E 2235 was followed to calculate receiving room sound absorption from reverberation time measurements.

The background noise level in the receiver room was greater than 5 dB below the receiver room signal level for all frequency bands except the 1000, 1250, 1600, 2000, 2500, and 3150 frequency bands, as required in ASTM E 1007-13, Paragraph 11.6.5. The receiver room volume meets the minimum required in ASTM E 1007-13, Paragraph 5.4.1 for measurements down to 125 Hz. The receiver room absorption does not meet the preferable calculated value, as determined in ASTM E 1007-13, Paragraph 5.4.1 at all frequency bands except for the 160, 250, and 500 Hz frequency bands.

The results stated in this report represent only the specific construction and acoustical conditions present at the time of the test. Measurements performed in accordance with this standard on nominally identical constructions and acoustical conditions may produce different results.

Test Conducted By:



Todd Beiler, PE, INCE Bd. Cert.



Kristina Foster

TEST RESULTS



Project Name: Hawaiki Tower
 Source Room: Unit 4208 Living Room
 Receiver Room: Unit 4108 Living Room
 Test Partition: Floor/Ceiling Assembly
 Test Date: October 3, 2013
 Test Number: AIIC-3

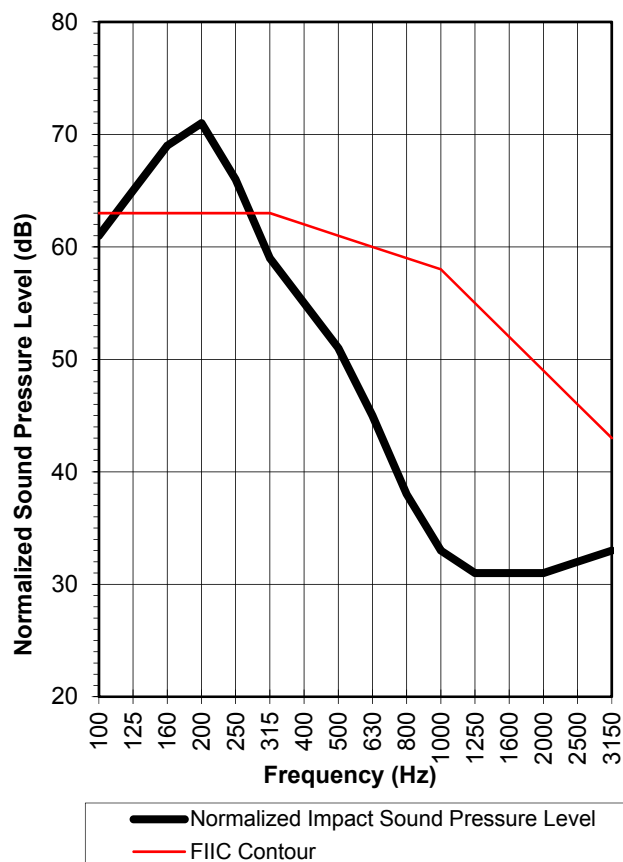
AIIC Rating: 49

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This test does not conform fully to the requirements of ASTM 1007-13.

Where:

AIIC = Apparent Impact Insulation Class



1/3 Octave Band Center Frequency (Hz)	Normalized Impact Sound Pressure Level (dB)	Average Absorption (Sabines)	Notes (see below)
100	61	197	1 2
125	65	232	1
160	69	133	
200	71	166	1
250	66	146	
315	59	161	1
400	55	161	1
500	51	151	
630	45	212	1
800	38	214	1
1000	33	205	1 3
1250	31	202	1 3
1600	31	211	1 3
2000	31	208	1 3
2500	32	200	1 3
3150	33	199	1 3

Notes:

- 1 The room absorption is too high to achieve the best possible simulation of an ideal diffuse field condition at this frequency band.
- 2 The room volume is too low for a reliable measurement at this frequency band.
- 3 Signal-to-noise ratio < 5 dB. SPL only provides an estimate of the lower limit of the noise reduction.

Field Impact Insulation Class (FIIC) Test Report

Report Date: December 21, 2010
Test Date: November 2, 2010
Test Site: Hawaiki Tower
Test Partition: Floor/Ceiling Assembly between Unit 2702 Living Room and Unit 2602 Living Room
Test #: FIIC-4
Conducted for: Hawaiki Tower Owners Association

STATEMENT OF CONFORMANCE TO STANDARD

Testing was conducted in general accordance with ASTM Standard E 1007 - 04^{e1}: *Standard Test Method for Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures*. The measurements were used to calculate a Field Impact Insulation Class (FIIC) in accordance with ASTM E 989 - 06, *Standard Classification for Determination of Impact Insulation Class (IIC)*.

TEST ENVIRONMENT

The source room was the Living Room of Unit 2702. The carpet was removed and rolled out of the way with a test floor mockup placed in the middle of the room. The floor mock up size was approximately 4 ft by 7 ft. Since no glue was used for adhering the floor assembly to the subfloor, concrete blocks were placed on the test specimen around its perimeter to weight the test specimen and ensure continuous contact between the test specimen and subfloor. The unit was finished with painted gypsum board ceiling and walls, but was not furnished. The windows and doors were closed during the testing period. The tapping machine was placed in the center of the test specimen.

The receiving room, which was directly below Unit 2702, was the Living Room of Unit 2602. The receiver room was fully furnished. The windows and doors were closed during the testing period. The ceiling was 8'-0" in the Living Room area. The volume of the measurement area inside the receiving room was approximately 1,575 cubic feet.

The test partition area was measured on site to be approximately 200 square feet.

TEST SPECIMEN

The tested partition consisted of 7/16" thick standard engineered wood flooring, which uses no glue or fasteners and "snap together" tongue-and-groove design. The wood floor was placed on top of one layer of 10mm thick Ecore Model QTscu rubber floor underlayment. The underlayment were placed directly on top of the 5-1/2" thick post tensioned structural concrete slab subfloor. There was no drop ceiling in the receiving room. Determination of the floor/ceiling assembly was based on field observations and discussions with the AOA. The thickness of the concrete slab was not field verified. The tested partition is shown in Figure 1.

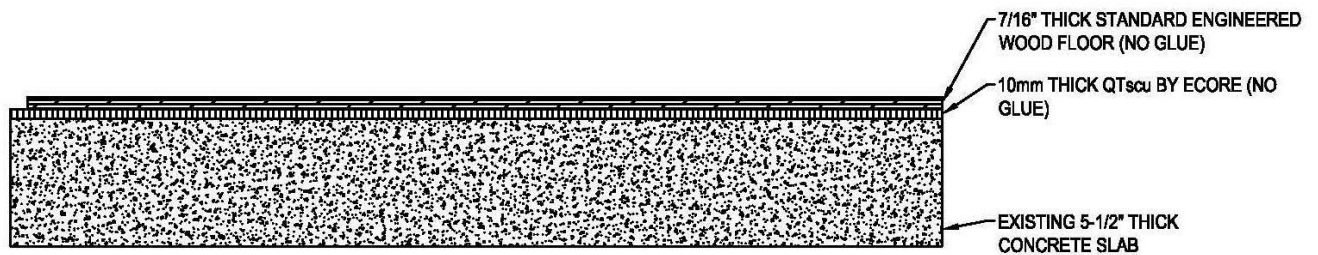


Figure 1: Floor Ceiling Assembly
(Not to Scale)

TEST PROCEDURE

A standardized tapping machine was used as the impact sound source. The testing procedure described in ASTM Standard E 1007 - 04^{e1} was followed with general accordance. At each tapping machine position, one-third octave band sound pressure levels were measured in the receiving room. One (1) 60 second measurement was taken for each tapping machine position. Each noise measurement consisted of sweeping the microphone throughout the room. The *decay rate method* was used to calculate receiving room sound absorption from reverberation time measurements.

The background noise level in the receiving room is greater than 5 dB below the receiving room signal level at all frequency bands except the 3,150 Hz frequency band, as required in ASTM Designation E 1007 - 04^{e1}, Paragraph 10.7.1. The receiving room volume does not meet the minimum volume required in ASTM Designation E 1007 - 04^{e1}, Paragraph 6.4 at 100 Hz. The receiving room absorption meets the preferable calculated value as determined in ASTM Designation E 1007 - 04^{e1}, Paragraph 11.2 for all frequency bands, except the 100, 125, 160, 315, 400, 500, and 630 Hz frequency bands.

Airborne sound flanking was subjectively evaluated but not measured. Since the effects of flanking noise could not be completely eliminated, the FIIC value given herein may be referred to as a *minimum* FIIC rating, since it is at least as great as the same partition with no flanking transmission.

STATEMENT OF TEST RESULTS

The attached data sheet summarizes the measured and calculated data. The results indicate a rating of **FIIC 54**. The FIIC rating is based on normalized impact sound pressure levels. However, since the amount of flanking was not completely determined, the FIIC value should be considered a minimum value. The FIIC reference contour is also shown on the attached data sheet, and has been fit to the normalized impact sound pressure levels, in accordance with the procedure of ASTM Designation E989-06, Standard Classification for Determination of the Impact Insulation Class (IIC).

Test conducted by:

Todd Beiler, P.E., INCE Bd. Cert.

Results of Test

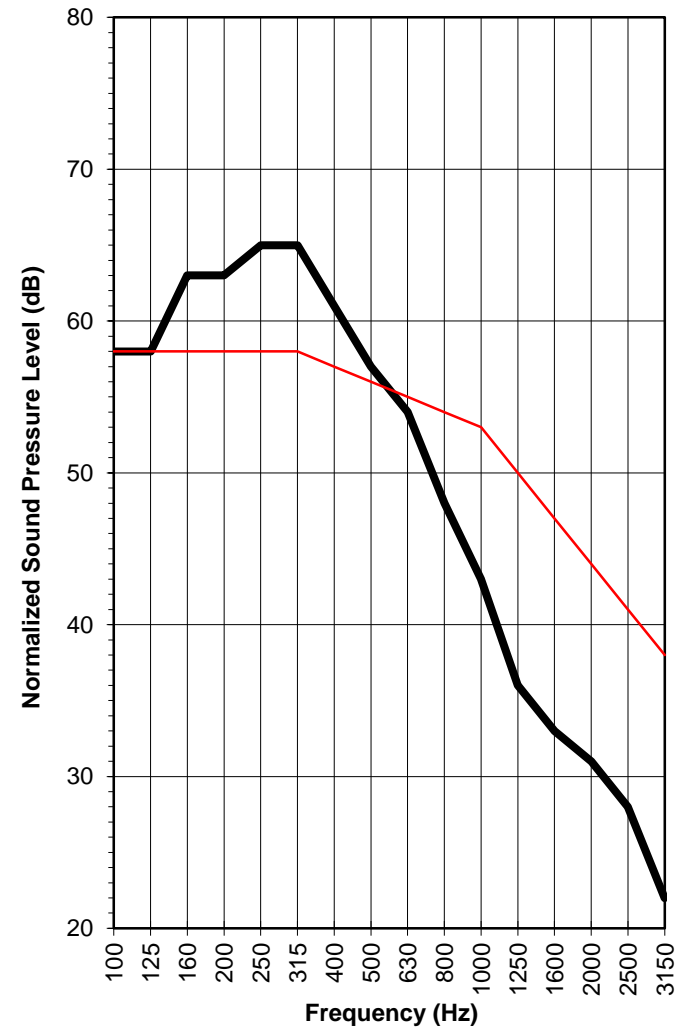
Project Name: Hawaiki Tower
 Test Partition: Unit 2702 Living Rm / Unit 2602 Living Rm
 Test Date: November 2, 2010
 Test Number: FIIC-4

FIIC Rating: 54

1/3 Octave Band Center Frequency (Hz)	Normalized Impact Sound Pressure Level (dB)	Average Absorption (Sabines)	Notes (see below)		
100	58	175	1	2	
125	58	172	1		
160	63	155	1		
200	63	135			
250	65	132			
315	65	141	1		
400	61	142	1		
500	57	144	1		
630	54	148	1		
800	48	133			
1000	43	134			
1250	36	133			
1600	33	130			
2000	31	129			
2500	28	133			
3150	22	127			3

where: FIIC = Field Impact Insulation Class
 Average Absorption = Average Absorption in the Receiving Room

- Notes:
- The room absorption is too high to achieve the best possible simulation of an ideal diffuse field condition at this frequency band.
 - The room volume is too low for a reliable measurement at this frequency band.
 - Signal-to-noise ratio < 5 dB. SPL only provides an estimate of the lower limit of the noise reduction.



— Normalized Impact Sound Pressure Level
 — FIIC Contour

Field Impact Insulation Class (FIIC) Test Report

Test Date: September 23, 2011
Test Site: Hawaiki Tower
Test Partition: Floor/Ceiling Assembly between Unit 1203 Living Room and Unit 1103 Living Room
Test #: FIIC-3
Conducted for: Hawaiki Tower Owners Association

STATEMENT OF CONFORMANCE TO STANDARD

Testing was conducted in general accordance with ASTM Standard E 1007: *Standard Test Method for Measurement of Tapping Machine Impact Sound Transmission Through Floor-Ceiling Assemblies and Associated Support Structures*. The measurements were used to calculate a Field Impact Insulation Class (FIIC) in accordance with ASTM E 989, *Standard Classification for Determination of Impact Insulation Class (IIC)*.

TEST ENVIRONMENT

The source room was the Living Room of Unit 1203. The carpet was removed and rolled out of the way with a test floor mockup placed near the middle of the room. The floor mock up size was approximately 4 ft by 7 ft. Since no glue was used for adhering the floor assembly to the subfloor, concrete blocks were placed on the test specimen around its perimeter to ensure continuous contact between the test specimen and subfloor (to prevent curling of the test specimen). The unit was finished with painted gypsum board ceiling and walls, but was not furnished. The windows and doors were closed during the testing period. The tapping machine was placed in the center of the test specimen.

The receiving room, which was directly below Unit 1203, was the Living Room of Unit 1103. The receiver room was fully furnished. The windows and doors were closed during the testing period. The ceiling was 8'-0" in the Living Room area. The volume of the measurement area inside the receiving room was approximately 2,690 cubic feet.

TEST SPECIMEN

The tested partition consisted of Vinyl flooring (with a wood grain appearance) by Armstrong with no glue or fasteners. The vinyl floor was placed on top of 10mm thick Impacta Sound Shark rubber floor underlayment. The underlayment was placed directly on top of the 5-1/2" thick post tensioned structural concrete slab subfloor. There was no drop ceiling in the receiving room. Determination of the floor/ceiling assembly was based on field observations and discussions with the AOA. The thickness of the concrete slab was not field verified. The tested partition is shown in Figure 1.



Figure 1: Floor Ceiling Assembly
(Not to Scale)

TEST PROCEDURE

A standardized tapping machine was used as the impact sound source. The testing procedure described in ASTM Standard E 1007 was followed with general accordance. At each tapping machine position, one-third octave band sound pressure levels were measured in the receiving room. One (1) 60 second measurement was taken for each tapping machine position. Each noise measurement consisted of sweeping the microphone throughout the room. The *decay rate method* was used to calculate receiving room sound absorption from reverberation time measurements.

The background noise level in the receiving room is greater than 5 dB below the receiving room signal level at all frequency bands except the 3,150 Hz frequency band, as required in ASTM Designation E 1007, Paragraph 10.7.1. The receiving room volume meets the minimum volume required in ASTM Designation E 1007, Paragraph 6.4 at all frequencies. The receiving room absorption meets the preferable calculated value as determined in ASTM Designation E 1007, Paragraph 11.2 for all frequency bands.

Airborne sound flanking was subjectively evaluated but not measured. Since the effects of flanking noise could not be completely eliminated, the FIIC value given herein may be referred to as a *minimum* FIIC rating, since it is at least as great as the same partition with no flanking transmission.

STATEMENT OF TEST RESULTS

The attached data sheet summarizes the measured and calculated data. The results indicate a rating of **FIIC 54**. The FIIC rating is based on normalized impact sound pressure levels. However, since the amount of flanking was not completely determined, the FIIC value should be considered a minimum value. The FIIC reference contour is also shown on the attached data sheet, and has been fit to the normalized impact sound pressure levels, in accordance with the procedure of ASTM Designation E989-06, Standard Classification for Determination of the Impact Insulation Class (IIC).

Test conducted by:

Todd Beiler, P.E., INCE Bd. Cert.

Results of Test

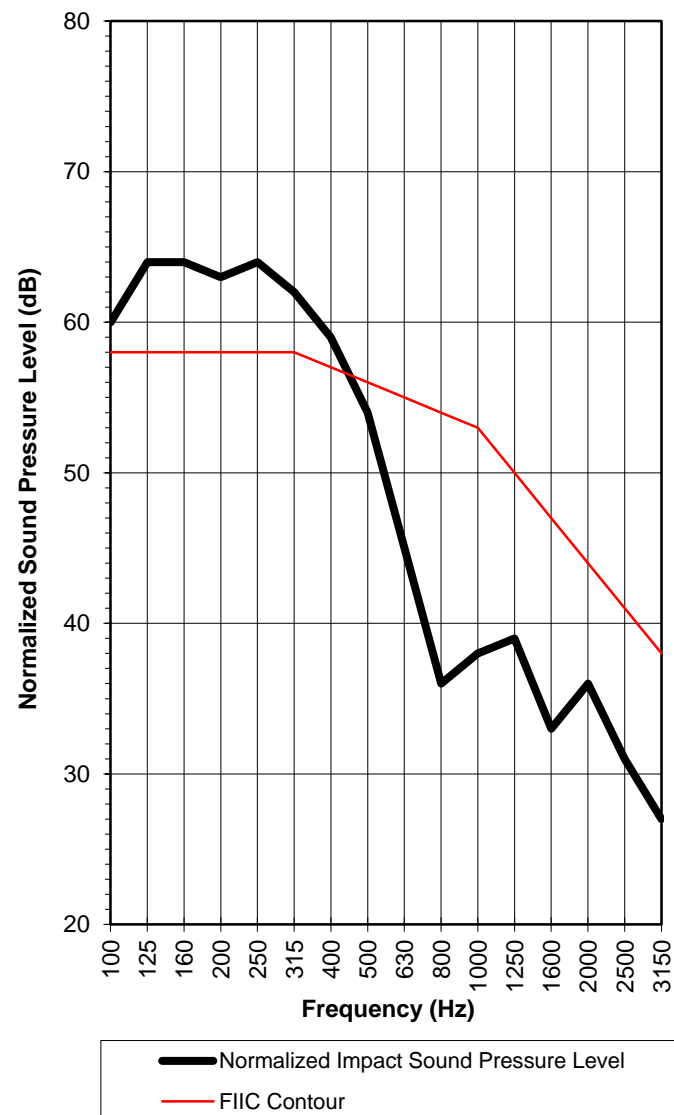
Project Name: Hawaiki Tower
 Test Partition: Unit 1203 Living Rm / Unit 1103 Living Rm
 Test Date: September 23, 2011
 Test Number: FIIC-3

FIIC Rating: 54

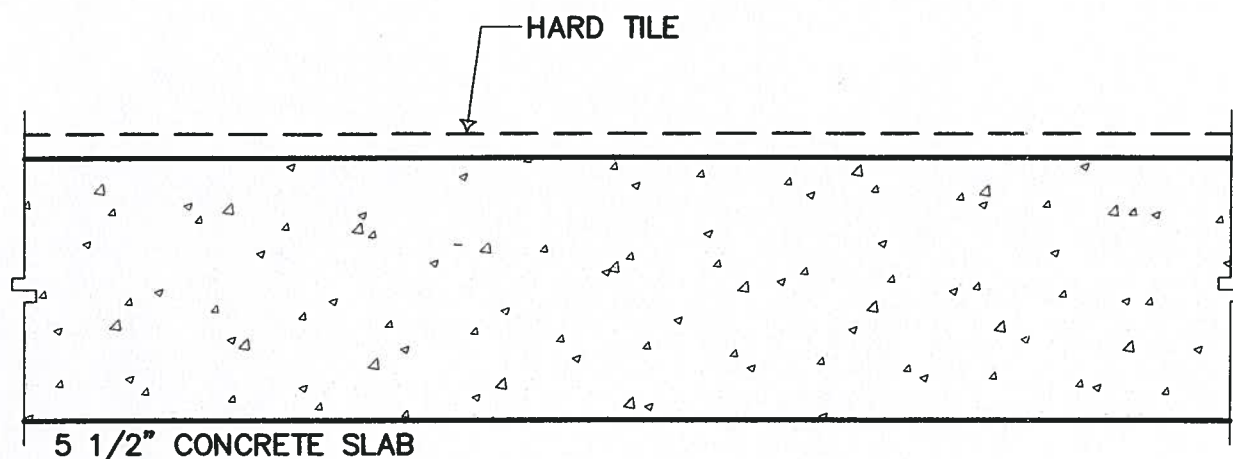
1/3 Octave Band Center Frequency (Hz)	Normalized Impact Sound Pressure Level (dB)	Average Absorption (Sabines)	Notes (see below)		
100	60	272	1		
125	64	311	1		
160	64	258	1		
200	63	205	1		
250	64	314	1		
315	62	282	1		
400	59	288	1		
500	54	309	1		
630	45	307	1		
800	36	345	1		
1000	38	340	1		
1250	39	354	1		
1600	33	347	1		
2000	36	354	1		
2500	31	329	1		
3150	27	328	1		3

where: FIIC = Field Impact Insulation Class
 Average Absorption = Average Absorption in the Receiving Room

Notes:	1	The room absorption is too high to achieve the best possible simulation of an ideal diffuse field condition at this frequency band.
	2	N/A
	3	Signal-to-noise ratio < 5 dB. SPL only provides an estimate of the lower limit of the noise reduction.



Assemblies Falling Below FIIC 45



HARD TILE ON BARE CONCRETE FLOOR

SC: 3" = 1'-0"

HAWAIKI TOWER FLOORING HOUSE RULES
 PRE-APPROVED ZONE FLOOR
 ASSEMBLY : IIC / FIIC 29

01/31/2011

Exhibit 3

Hawaiki Tower Flooring House Rules Pre-Qualified List of Acoustical Consultants

The following is a list of acoustical consultants that Hawaiki Tower has pre-qualified to conduct flooring investigations for our Association. Any testing to be done in regards to the acoustical performance of a floor assembly for approval by the Association, shall be done by a consultant on this list.

1) **Censeo Acoustics, LLC**

PO Box 1694

Kailua, Hawaii 96734

Ph: (808) 352-5888

Fax: (808) 891-2990

Todd Beiler

Email: beilertodd@gmail.com

2) **D.L. Adams Associates, Ltd.**

970 North Kalaheo Avenue, Suite A311

Kailua, Hawaii 96734

Ph: (808) 254-3318

Fax (808) 254-5295

Dana Dorsch:

Email: ddorsch@dlaa.com

EXHIBIT E

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 Resident Manager for review prior to installation, and only such signage as shall have been approved in writing by the Resident Manager may be installed. Signage plans may be submitted to the Resident 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 apartment 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 Resident 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 F

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

WHEREAS:

Plumbing fixtures, pipes, drains and other installations, including fire sprinkler heads, located in or serving only one apartment 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 apartments do not include "pipes... or other utility or service lines... running through or otherwise located within such apartment which are utilized for or serve *more than one* residential apartment, the same being deemed common elements..."

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

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

Article VI, section 3(A) of the bylaws: (i) requires each apartment owner, at the owner's expense, to maintain and repair his apartment, "including without limitation all internal installations therein, such as water... and all other fixtures and accessories belonging to such apartment... in good order and condition"; (ii) makes the apartment 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 an apartment to make repairs necessary to prevent damage to the apartments or any common elements.

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

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 apartment shall be specially assessed against the owner of the apartment.

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

Any delay in taking action to: (i) eliminate water leaks in an apartment; 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 apartment at the project:

I. RESOLVED:

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

Owners and residents of apartments 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 apartments.

Except as stated below, if plumbing fixtures, pipes, drains and other installations located in or serving only one apartment leak or require maintenance, repair or replacement, the apartment 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 apartment: (i) threatens other apartments or the common elements, or (ii) may result in the growth of mold, the association may enter the apartment 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 apartment, 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 apartment. 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 apartment, (ii) the common elements, or (iii) any other apartment caused by any plumbing fixtures, pipes, drains and other installations located in or serving only the owner's apartment, 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 apartment requires maintenance, repair or replacement, the apartment 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 apartment, the common elements or any other apartment 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 apartment, pursuant to this resolution, the apartment owner shall be responsible for restoring the decorated surface of any wall, floor, or ceiling of the apartment 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 apartment to maintain, repair, or replace any plumbing fixtures, pipes, drains and other installations, including fire sprinklers, the apartment 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 apartments to determine the condition of any plumbing fixtures, pipes, drains and other installations located in or serving only the owner's apartment. The association and the apartment 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 HAWAIIKI TOWER, by the Board of Directors of the Association, at a Board meeting on August 30, 2004.

DATED: Honolulu, Hawaii, August 30, 2004.

A handwritten signature in dark ink, appearing to read 'Alies Mohan', is written over a horizontal line.

Alies Mohan, Secretary

EXHIBIT G

POLICY RESOLUTION FOR MAINTENANCE OF APARTMENT 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 apartment 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 apartments:

It shall be the responsibility of the apartment 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 H

POLICY RESOLUTION FOR MAINTENANCE OF APARTMENT 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 apartment 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 apartments:

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

If an emergency occurs, an apartment owner or occupant shall notify the Resident 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 apartments 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 apartments 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 I

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

WHEREAS:

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

The owners of apartments 403, 1409, 1611, and 4409 have replaced the original windows in their apartments with nonstandard windows and window frames. The owners of those apartments 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 apartment, including but not limited to, the cost of maintenance, repair, and replacement of additions and improvements to the apartment, constitute a limited common expense of the project for which only the owner of the apartment shall be liable.

Section L. of the declaration requires all apartment 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 apartments 403, 1409, 1611, and 4409 at the project:

The owners of apartments 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 apartments 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 apartments 403, 1409, 1611, and 4409 and their successors in interest for the nonstandard windows and window frames in their apartments.

The Board may conduct periodic inspections of those nonstandard windows and window frames and require the respective apartment 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.

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 J

FACILITIES RESERVATION AGREEMENT

NAME: _____ UNIT #: _____ DATE OF FUNCTION: _____

PURPOSE OF FUNCTION: _____ NO. OF GUESTS _____

BEGINNING TIME: _____ a.m./p.m. ENDING TIME: _____ a.m./p.m.

LOCATION or AREA DESIRED: _____

RULES AND REGULATIONS:

1. For functions or parties where more than eight (8) persons (including host[s]) will attend or where catering or outside vendors or service providers are entertaining, serving food, erecting shade or service tents, etc., a written outline of the proposed function must be provided to Hawaiki Tower management at least three (3) days prior to making the reservation. Reservations may be made no earlier than sixty (60) days in advance. Hawaiki Tower management must be able to evaluate the impact of the proposed activity on facilities prior to authorizing the function. Hawaiki Tower management will not unreasonably withhold authorization. Hawaiki Tower management may make recommendations, propose alternatives, or deny certain activities or proposals prior to authorization being granted.
2. A maximum of one (1) BBQ grill area may be reserved for each function.
3. Reservations cannot be made for the following holidays: New Years Eve and New Years Day, Memorial Day, Independence Day, and Labor Day.
4. A cleaning/damage deposit of \$100 is required for reservations of more than eight (8) persons. It is the responsibility and obligation of the resident host to leave the premises in a clean and undamaged condition.
5. GLASSWARE: The use of glassware, bottles, ceramics, chinaware, or other breakables in the BBQ areas is not recommended. Used paper cups, plates and plastic tableware shall be deposited in the trash receptacles provided.
6. No food or beverage of any kind is permitted in the pool area (except water in an unbreakable container), tower or adjacent common areas.
7. Hawaiki Tower management reserves the right to terminate the function at any time due to non-compliance with the above rules and regulations or non-compliance of the Hawaiki Tower House Rules.
8. Political fund raising, religious rallies or commercial activities will not be authorized.
9. A maximum time of four (4) hours is allowed for reservations. All functions must be completely finished, cleaned up and the premises vacated by the end of the scheduled function or no later than 10:00 p.m.

ACCEPTED BY RESIDENT: _____ DATE: _____

ACCEPTED BY HAWAII TOWER MANAGEMENT: _____ DATE: _____

Deposit fee paid _____ Fee paid by check # (s) _____ Receipt # _____
--

OUTLINE OF FUNCTION:

Will caterers or other service providers be working or assisting you for this function? Yes. No.

If yes, please provide their names and telephone numbers and what they will be helping you with.

Name: _____

Telephone: _____

Providing what type of service? _____

Name: _____

Telephone: _____

Providing what type of service? _____

Name: _____

Telephone: _____

Providing what type of service? _____

Do you intend to erect shade tents or wind barriers? Yes. No.

If yes, please describe the equipment and how you intend to secure it.

Are there any other special considerations or arrangements you are making that we can assist you with?

If you need additional space, please attach a separate sheet.

EXHIBIT K

HAWAII TOWER ADDENDUM 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, bearing walls, and other structural components of the building (see Paragraph C of the Declaration for more details).

“Limited common elements” means the parking spaces assigned to the apartments and certain parts of the common elements that serve only one apartment, as more specifically described in Section C of the 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, owner must comply with the procedures outlined below for installing electric vehicle charging systems on those areas.

“Apartment Owner” or “Owner” means the person who owns, or the persons owning jointly or in common, an apartment and its appurtenance limited common interest or common interest.

“Board of Directors” or “Board” means the Board of Directors of the Association of Apartment Owners of Hawaiiki Tower.

“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 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. Prohibitions

- 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. In order to process the approval request, the Board may hire an electrical engineer, at the apartment 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 an apartment 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 permissions of the apartment owner, and the apartment 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 an apartment 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, 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

- 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
- 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 Resident Manager for review prior to submitting the plans to the DPP. The plan review shall not exceed five (5) working days and comments, if any, shall be provided to the applicant within ten (10) working days subsequent to receipt of the plans.
- e. Obtain a building permit from DPP for 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 Resident 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, on the apartment owner's limited common element parking stall or on a 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 apartment 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 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 or tenant who uses 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. Owners shall be required to pay for electricity charges using Surepay. The additional charge added to the Surepay shall be a flat monthly charge based on the vehicle manufacturer's estimated daily electricity requirements for a full battery charge for their vehicle multiplied by Hawaiki's cost per Kwh. The cost per Kwh shall be determined by the twelve (12) month's prior average based on Hawaiki Tower's HECO bills. This is calculated by multiplying the total cost of each of Hawaiki's monthly bill and dividing it by the Kwhs used during the billing period. This shall be performed once per year. If the electric charges are not paid by such owner or tenant, these charges may be assessed against the apartment and collected in the same manner as unpaid assessments for common expenses.

- d. The owner shall provide written instructions to the managing agent to change the annual Surepay amount based on the annual calculation as determined in 5.c. above.

6. Maintenance, repair, replacement and removal.

If an electric vehicle charging system is placed on a common element or limited common element, the apartment owner who installed the electric vehicle charging system and each successive owner of the apartment 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.
 - i. Maintain the electric vehicle charging system and ensure 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.
 - ii. 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.
- b. The Board may also require the removal of an electric vehicle charging system that threatens the health or safety of project residents.
- c. 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.
- d. The Board may require the removal of the electric vehicle charging system and related wiring when the owner or occupant who installed the system moves out of the project, unless a new owner or occupant 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.
- e. 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 apartment and collected in the same manner as unpaid assessments for common expenses.