



# MAINTENANCE, MODIFICATION AND RENOVATION POLICY MANUAL



**REVISED JUNE 2025**

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## I. Introduction

The Board of Directors (the “Board”) of the Association of Apartment Owners of 1717 Ala Wai (the “Association”) has developed this Maintenance, Modification and Renovation Policy Manual (Revised June 2025) (the "MMR Manual") to provide owners with information concerning alterations, additions, and repairs at 1717 Ala Wai (the “Project”), to organize the process, provide criteria for consistent decisions by the Board, and to assist owners with compliance.

This MMR Manual is intended only to clarify the provisions found in Chapter 514B, Hawaii Revised Statutes ("HRS"), the Declaration of Condominium Property Regime for 1717, and the By-Laws of the Association as it applies to situations addressed in this MMR Manual. In the event of any conflict between these provisions, the provisions of HRS Chapter 514B, the Declaration, the By-Laws, and the House Rules, in that order shall control.

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

## II. Objectives

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

## III. Maintenance, Modification and Renovation Guidelines

Prior to beginning any work, owners are required to obtain an application form from the Manager's office, complete the form in its entirety, and submit it to the Manager. This policy allows proper scheduling of delivery personnel and contractors, and elevator use. The Manager may be able to inform you when your planned work requires approval from the Board, but owners nonetheless have a responsibility to ensure that they comply with this MMR Manual at all times.

**All maintenance, modifications and renovations require a completed MMR Application.**

## **A. Procedures for submitting an MMR Application:**

**Step 1: Pick up MMR Application at Management Office.**

**Step 2: Determine Category: All maintenance, modification and renovation work items are organized in three categories:**

- **Category A.** Work requiring no Board notification or approval.
- **Category B.** Work requiring Board approval, third-party consultant review and 3rd party inspection.
- **Category C.** Work requiring Board approval, building permit, third-party consultant and 3rd party inspection.
- **Or a combination of any of the above categories.**

**Step 3: Turn in the applicable completed MMR Application, pages 11-31 to the architect and copy in Seventeen Seventeen Ala Wai manager.**

(If the scope of the work is expanded after the original application is completed (and approved by the Board if needed), all subsequent work items must be documented on additional applications and submitted to ensure a complete list of the work items and/or changes.)

Along with the MMR Application, the following must accompany the submittal:

The following lists are not intended to be comprehensive but are intended to provide a guide to the general types of work.

- Contractor's Certificate of Insurance (COI) with the Association as additional insured (see Vendor Insurance Requirements on page 32)
- Appropriate supporting documents, such as:
- Drawings (floor plan can be obtained by management)
- Specifications
- Product Data/ Information
- Contractor License

## **B. General Guidelines and Specific Notes**

### **1. Specific Notes:**

- a) Installation of tile on the apartment lanais. Owners are responsible for water-proofing the lanai floor prior to the installation of tile. Installation of tile may result in problems with spalling and the owner may be required to remove the tile in the future if problems arise.
- b) Installation of window air conditioning units on apartment lanais. Air conditioning units that are visible from any portion of the exterior of the building, except from the lanai in question, will not be permitted.
- c) The air conditioning units including fans, motors, thermostats, valves, coils, condensation pans and enclosures located within the apartments must be maintained by the apartment owner.
- d) Installation of retractable awnings over the lanai opening are not permitted, unless written permission is given by the Board.
- e) In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices, owners and/or residents may only install satellite dishes that are one meter or less in diameter. One meter is 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. Residents may not install a dish in any common element. Each dish must be installed in the owner's exclusive area only. Each dish shall be placed in the following locations: within the apartment or placed inconspicuously on the lanai. No common element or limited common element may be penetrated, or wiring exposed to view for the installation. Because of their location, many apartments will not benefit from any type of antenna. Residents are advised to seek a specialist's advice prior to purchase.
- f) Replacement of original entry doorknob. Replacement of entry doorknobs must be brass or bronze in color and of a style that matches the original entry doorknob and complies with the latest code requirement.
- g) Installation of replacement or additional dead bolt in entry doors. New or replacement deadbolts must be brass or bronze and of a style that matches the original equipment.
- h) Replacement of the entry door threshold. The exterior appearance of the new threshold must match the original equipment.
- i) Temporary installation of seasonal decorations must comply with House Rules section 6.6 regarding when they are allowed to be displayed.

- j) Replacement of original doorbell or installation of door buzzer. The doorbell must be of the same style and color of the original equipment. The sound must not be disturbing to others.

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

- a) Enclosure of lanai with screen or glass, 30th and 31st floor units with the exception of the 30th and 31st floor units. (Installation and/or alterations must follow previously Board-approved design and construction criteria.)
- b) Relocation of original lanai glass line.
- c) Repainting of entry door exterior with non-standard color.
- d) Replacement of wooden jealousies with fixed glass.
- e) Installation of screen or louvered door outside of entry door.
- f) Installation of air conditioning units in corridor windows.
- g) Installation of louvers in front doors other than the '06 and '07 units.
- h) Installation of tile in exterior corridor entry door alcove.
- i) Repainting of lanai walls with nonstandard color.
- j) Cutting, chipping, or coring of concrete walls, ceilings, or floors for plumbing, electrical or other installations.
- k) Placement of personally owned plants, planters, decorations, etc. on exterior walls or on corridor floors, walls, or entry doors.
- l) Penetrations in structural walls within or between units (except for hanging pictures and decorations with common wall anchors).
- m) Replacement or addition of exterior light fixtures in corridors.
- n) No change in the exterior appearance of apartment doors is allowed.
- o) To prevent fire hazards, dryer vents are not allowed to be vented into the space between walls or into the ventilation conduit in the bathrooms. External means of catching and containing the lint must be used.

### **3. Other General Guidelines:**

- a) All maintenance or replacement of window glass appurtenant to the apartment is the responsibility of the apartment owner.
- b) Drapery, shades, and shutters: The Waikiki Special Design District has determined that in order to preserve the uniform exterior appearance of the building, exterior windows of the units may only utilize white, or off- white drapery, lining shades, blinds and shutters.
- c) Washing machine valves and hoses, and the valves and water supply lines located beneath sinks and in kitchens are the responsibility of the apartment owner to maintain. Owners are advised to check these fixtures regularly for necessary replacement. Owners are advised to install Flood- Check or approved substitution hoses and should not install the hoses supplied by the merchants when purchasing and installing a new washer.
- d) Procedures for water shutting: If it becomes necessary to have the water supply shut off in order to install new fixtures or to make repairs, owners must coordinate the work with the Manager beforehand. Normally, water shut-offs must be scheduled for the second Tuesday of each month between 8:30 a.m. and Noon in order to hold the shut-off time to a minimum and not inconvenience other residents.

## **IV. Obligations of Apartment Owners**

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

### **A. Obligation to Repair/Replace**

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

immediately preceding said damage, destruction, injury, or diminution in value. The owner shall pay all costs and expenses of said repair and/or replacement. In the event that the owner fails to meet the obligations to repair or replace any common element, limited common element, or property of the Association as set forth herein, the Board, its employees, and/or contractors are hereby authorized to make any such repairs and/or replacements thereto as the Board reasonably deems necessary, and shall have the right to enter the apartment in order to make such repairs and/or replacements; and such action shall not constitute a trespass or unauthorized entry. The owner shall promptly pay to the Association upon demand all sums expended by the Association for said purpose. If the owner fails to pay the amount due, the Board may exercise its rights and remedies as provided in the By-Laws regarding the collection of unpaid Association assessments.

## **B. Obligation to Abate Disturbance**

The complaint of any occupant at the Project of noise, vibration, or other disturbance or problem attributable to such alterations and/or additions following the installation thereof shall be investigated by the Manager, who shall then reach a determination as to the validity of such a complaint. If the Manager determines that the complaint is valid, written notice shall be directed to the owner, describing with particularity the nature of the disturbance, problem, or other condition and requesting the abatement thereof. Such written notice may in an appropriate case (as determined by the Board) also provide that, unless the disturbance, problem, or other condition is corrected prior to a date specified therein, the alterations and/or additions must be removed, provided that except as otherwise stated herein, such removal date shall not be sooner than fourteen (14) days after the date of such notice is delivered to the owner. Any notice to the owner shall be deemed delivered if it is mailed by certified mail or registered mail to the address of the apartment as shown in the Association records. The owner agrees that the Association, through its employees and/or contractors, may (in its sole discretion, but shall not be required to) enter the apartment to abate such disturbance, problem, or other condition or, if deemed reasonably necessary by the Board, to remove the additions and/or alterations if the owner does not do so within the above- stated time period. If the owner's refusal to abate the disturbance, problem, or other condition results in the Board taking action to abate the disturbance, problem or other condition under this section, the owner shall be responsible for the expenses the AOAO incurs in such abatement. The Board may also take action to abate the installation or modification of alterations and/or additions that take place outside of the construction hours authorized by the Board, which run from 8:00 a.m. to 5:00 p.m. (Monday through Saturday, excluding all state and federal holidays).

In the event of an emergency, the owner shall immediately abate the then-existing disturbance, problem, or other condition including, without limitation, the removal of the additions and/or alterations as instructed by the Board. The owner agrees that the Association, through its employees

and/or contractors, may enter the apartment to abate such disturbance, problem, or other condition without notice to the owner in the event of an emergency if it is not reasonably possible to contact the owner or if the owner fails to respond. Such an abatement or removal will be at the owner's expense.

### **C. Obligation to Remove Modifications**

The owner shall promptly remove any such alterations and additions at the owner's expense if situated in such a manner as to interfere with or impair the ability of the Association to properly discharge its duties to maintain, repair, or replace any common element or limited common element of the Project, it being understood that the owner shall be entitled to reinstall the same upon the completion of such work by the Association, unless the Board reasonably determines that such reinstallation would in some manner be detrimental to the interests of the Project or its occupants. The Association shall be empowered to remove such additions and/or alterations, at the owner's expense, if the owner fails to do so within fourteen (14) days of written notice.

### **D. Obligation to Maintain**

The owner shall maintain and repair the alterations and/or additions in good condition. The owner may not make any changes, alterations, and/or additions without giving notice to the Board and/or prior approval of the same by the Board, as may be required depending on the category of the alteration or addition. The owner acknowledges and agrees that it is intended that the exterior of the Project presents a uniform appearance, and to effect that end, the owner agrees that the Board may regulate the type and color of any exterior component as well as requiring regular maintenance and repair.

### **E. Indemnification/Hold Harmless**

The owner shall defend, indemnify, and hold harmless the Association, its officers, and directors, as well as other owners of apartments at the Project (separately and collectively, "Releasees") from any and all liability, loss, damage, costs or expenses, including reasonable attorney's fees, which may arise as a result of the alterations and additions, including injuries and/or property damage caused by the Releasees' negligence. This owner shall provide an Indemnification Agreement in the form requested by the Association and such agreement may be recorded in the State of Hawaii Bureau of Conveyances or Land Court as appropriate. A sample of such Indemnification Agreement is attached as Exhibit 3 to the MMR but such sample is subject to amendment by the Association.

## **Application to Renovate or Remodel:**

The following pages include the “Application for Approval to Renovate or Remodel.” The form must be completed and submitted to the Manager for review and approval prior to the start of any work.

The type of work will fall under the Categories indicated on:

Category A, pages 11-15; Category B, pages 16-23; and Category C, pages 24-31.

### **Contractor Insurance Requirements:**

Contractor and Subcontractor Insurance Requirements are indicated in Exhibit 1 - Vendor Insurance Requirements found on page 32.

### **Contractor Renovation and Construction Work:**

Prior to beginning any renovation or construction work, the contractor and/or vendor shall provide floor protection/covering from the lobby area in front of the elevators to the area or unit they are working in. At the end of each workday, the owner, tenant or contractor and/or vendor shall remove the floor protection/covering and notify security that they are leaving the site. The Manager and/or security officer will not allow you to work without covering or protecting the floor. The Association's staff may provide floor protection or cover upon scheduling with the management office 72 hours in advance - at a cost of \$50.00 each time they place and remove the covering.

The contractor and/or vendor working in any unit shall not have more than one vehicle in the guest parking area. Exceptions may be made by the Manager and/or security officer based on the availability of guest parking stalls.

No contractor and/or vendor shall be allowed to use the fitness center restroom.

### **Inspections**

The contractor shall provide the Manager with a schedule of the work. The contractor shall inform the Manager of any changes to the schedule. An inspection by the Architect is required.

The architect will make an inspection prior to, during, and at completion of work. It is the responsibility of the contractor or owner to provide 48 hours' notice regarding the desired time of inspection.

Work that does not comply with the approved application shall be removed at the owner's expense.

# Maintenance Modification and Renovation Application for Approval to Renovate or Remodel Category A

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

Please print or type the following:

Owner's Name: \_\_\_\_\_ Telephone/ Email: \_\_\_\_\_

Architect/Designer: \_\_\_\_\_ Telephone/ Email: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Telephone/ Email: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Owners may make desired modification, alteration, renovation, or remodeling of apartments only after the review and processing of this application. If an emergency repair is needed, contact the Manager immediately.

Category A: Plan of work may proceed after approval by the Manager.

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is a building permit required? \_\_\_\_\_ YES, \_\_\_\_\_ NO If yes, have you applied? \_\_\_\_\_ YES, \_\_\_\_\_ NO

Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

The Manager shall be notified to make inspections prior to, during, and after the work is complete.

Initial

\_\_\_\_\_ Inspection prior to work.

\_\_\_\_\_ Inspection during work.

\_\_\_\_\_ Inspection at completion

\_\_\_\_\_ Pictures attached.

Will any of the planned modifications include changes to exist:

Plumbing: \_\_\_\_\_ YES \_\_\_\_\_ NO    Electrical: \_\_\_\_\_ YES \_\_\_\_\_ NO  
Mechanical: \_\_\_\_\_ YES \_\_\_\_\_ NO    Structural: \_\_\_\_\_ YES \_\_\_\_\_ NO

If any of the above questions are answered “YES,” you will be required to submit plans and specifications prepared by a registered architect (or professional registered engineer if permitted by the 1717 Ala Wai Board of Directors (the “Board”) showing details of the proposed work. You are also required to submit the name of the licensed contractor(s) you intend to employ for the work.

Even if you answered “NO” to each question, the Board may require plans and specifications and other information from you before deciding upon your application.

SUBMISSION CHECKLIST:

\_\_\_\_\_ Application

\_\_\_\_\_ The contractor shall provide the Manager with proof of insurance and a schedule of the work. The contractor shall inform the Manager of any changes to the schedule. An inspection by the Manager may be required.

N/A Design review fee (if required)

N/A Plan and specifications for Category B and C work (two sets drawn by registered architect or engineer)

N/A Building permits or building permit application number (if required)

List of Contractors, Engineers, and/or Architects:

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

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

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

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

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

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

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

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

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

Notice of approval to proceed with the work will come from the Manager, who will also inspect the work upon completion. See Section V. Procedures for Approval, § B (1) of the 1717 Ala Wai Maintenance, Modification and Renovation Policy Manual (Revised June 2025) (the “MMR Manual”) for details.

I/We, the undersigned, hereby request that the Board approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings.

I/We hereby acknowledge receipt of a copy of the MMR Manual. I/We acknowledge and agree that any approval given by the Board shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board. I/We agree to periodic inspections during the renovation work by the Manager and/or representatives of the Board. I/We agree that all noise generating work shall be accomplished during normal working hours, which are Monday through Saturday from 8:00 a.m. to 5:00 p.m. only. No work on Sundays and state and federal Holidays. I/We understand that no work is to be done in the common areas and further agree to pay for the repair of any damage or the cleaning of the common areas needed as a result of this renovation and/or remodeling activity.

Owner’s Signature: \_\_\_\_\_ Apt: \_\_\_\_\_ Date: \_\_\_\_\_

Owner’s Signature: \_\_\_\_\_ Owner Email: \_\_\_\_\_

Received By the Manager’s Office: Date: \_\_\_\_\_ by: \_\_\_\_\_

For Office Use Only:

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

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

Approved by: \_\_\_\_\_ Manager.

Approved with conditions by: \_\_\_\_\_ Manager.

Declined by: \_\_\_\_\_ Manager.

Reason for Declination and/or Additional Requirements/Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Maintenance which may be undertaken by the owner after the application for planned work is submitted to the Manager and the timing of the work is coordinated by the Manager. (If an emergency repair is necessary, notify the Manager immediately.)** Owners must coordinate with the Manager for elevator use, work hours, and any required shutoffs of water or electricity. The Manager and/or the on-duty security officer should be informed of any work that involves outside workmen to alert management of non-residents in the building.

**The Manager cannot grant any variances in the rules of the provisions of the governing documents.**

All modification requests must be in writing. Documentation (i.e., description of work, sketches or plans, manufacturers' catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Manager. Drawings of your unit may be available at the request of the Manager at: (808) 946-9160.

Owners are required to adhere to the insurance requirements outlined in "Exhibit 1 – Vendor Insurance Requirements" on page 32 of the MMR Manual in his/her contracts with contractors and subcontractors.

Category A includes but is not limited to:

1. Interior painting of the apartment unit (excluding the lanai walls and ceiling).
2. The application of wallpaper and wall covering to interior of apartment.
3. Installation of drapery, mini-blinds, vertical blinds in white, or off-white color or linings of white or off-white.
4. Window tinting: owners may choose from a list of manufacturers' specifications from the Board pre-approved list of materials.
5. Replacement of kitchen or bathroom faucets, toilets, sinks, cabinets (if no electrical wiring is needed), interior light fixtures, electrical outlets, garbage disposal and other built-in appliances (use of a licensed contractor required).
6. Replacement of shower doors.
7. Replacement of window screens.

## Architect (Next Design) Category B Review Fee Schedule

Review Period (6-7 working days)

WORK DESCRIPTION	DESIGN REVIEW	SITE INSPECTIONS
1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing.	\$100	\$110
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding apartment electrical panels) concealed in non-load bearing interior apartment walls.	\$240	\$240
3. Any relocation and/or alteration to non-load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the walls may be impacted.	\$1130	\$175
4. Replacement of kitchen and/or bathroom cabinets requiring electrical wiring at their original locations.	\$240	\$240
5. Replacement of the circuit breakers and bussing of the apartment's electrical panel requires licensed electrician for the work. This work should include changing the incoming connection to copper before its attachment to the panel board.	\$240	\$240
6. New carpeting must be installed with at least 3/8" thick carpet pad.	\$75	\$110
7. Installation or replacement of hard flooring material (i.e. ceramic tile, marble, wood, etc.). 29th floor does have a suspended ceiling).	\$130	\$130
8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls if the wiring is covered with an electrical raceway. Prohibited is any cutting, chipping, or coring of concrete walls, floors or ceilings for any electrical installations.	\$160	\$160
9. If drywall inserts, picture hooks or similar type fasteners are to be installed, you should first contact the Resident Manager to verify if the wall contains utility piping. Owners will be held responsible for any damage they may cause to wiring or plumbing contained in walls or flooring.	Review By Architect Not Required	Review By Architect Not Required

**The rates above apply if Design Review by Next Design is desired. Additional design review fees will apply when additional reviews are required due to changes, inadequate submittals, or non-conforming construction.**

# Maintenance Modification and Renovation Application for Approval to Renovate or Remodel Category B

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

Please print or type the following:

Owner's Name: \_\_\_\_\_ Owner Telephone: \_\_\_\_\_

Architect/Designer: \_\_\_\_\_ Owner Email: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Owners may make desired modification, alteration, renovation, or remodeling of apartments only after the review and processing of this application. If an emergency repair is needed, contact the Manager immediately.

Category B: Plan of work requires review by the Manager and a third-party consultant designated by the 1717 Ala Wai Board of Directors (the "Board") (currently Next Design) and approval by 2 members of the Board, before work may commence.

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is a building permit required? \_\_\_\_ YES, \_\_\_\_ NO If yes, have you applied? \_\_\_\_ YES, \_\_\_\_ NO

Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

The Manager and the third-party consultant shall be notified to make inspections prior to, during, and after the work is complete.

Initial

\_\_\_\_ Inspection prior to work.

\_\_\_\_ Inspection during work.

\_\_\_\_ Inspection at completion

\_\_\_\_ Pictures attached.

Will any of the planned modifications include changes to existing:

Plumbing: \_\_\_\_\_ YES \_\_\_\_\_ NO    Electrical: \_\_\_\_\_ YES \_\_\_\_\_ NO  
Mechanical: \_\_\_\_\_ YES \_\_\_\_\_ NO    Structural: \_\_\_\_\_ YES \_\_\_\_\_ NO

If any of the above questions are answered “YES”, you will be required to submit plans and specifications prepared by a registered architect (or professional registered engineer if permitted by the Board showing details of the proposed work. You are also required to submit the name of the licensed contractor(s) you intend to employ for the work.

Even if you answered “NO” to each question, the Board may require plans and specifications and other information from you before deciding upon your application.

SUBMISSION CHECKLIST:

\_\_\_\_\_ Application

\_\_\_\_\_ The contractor shall provide the architect with proof of insurance and a schedule of the work. The contractor shall inform the Manager of any changes to the schedule. An inspection by the Manager may be required.

\_\_\_\_\_ Design review fee (if required) Plan and specifications for Category B and C work (two sets drawn by registered architect or engineer)

\_\_\_\_\_ Building permits or building permit application number (if required)

List of Contractors, Engineers, and/or Architects:

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

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

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

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

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

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

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

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

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

Notice of approval to proceed with the work will come from the architect, who will also inspect the work upon completion. See Section V. Procedures for Approval, § B (2) of the 1717 Ala Wai Maintenance, Modification and Renovation Policy Manual (Revised June 2025) (the "MMR Manual") for details.

I/We, the undersigned, hereby request that the Board approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of the MMR Manual. I/We acknowledge and agree that any approval given by the Board shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board.

I/We agree to periodic inspections during the renovation work by the Manager and/or representatives of the Board. I/We agree that all noise generating work shall be accomplished during normal working hours, which are Monday through Saturday from 8:00 a.m. to 5:00 p.m. only. No work on Sundays and state and federal Holidays. I/We understand that no work is to be done in the common areas and further agree to pay for the repair of any damage or the cleaning of the common areas needed as a result of this renovation and/or remodeling activity.

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

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

Received by Manager's Office: Date: \_\_\_\_\_ by: \_\_\_\_\_

For Office Use Only:

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

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

Approved by: \_\_\_\_\_ Third-party consultant.

Approved with conditions by: \_\_\_\_\_ Third-party consultant.

Declined by: \_\_\_\_\_ Third-party consultant.

Reason for Declination and/or Additional Requirements/Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Directors Action:

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

Approved by: \_\_\_\_\_ Board Member

\_\_\_\_\_ Board Member

Approved with conditions by: \_\_\_\_\_ Board Member

\_\_\_\_\_ Board Member

Declined by: \_\_\_\_\_ Board Member

Reason for Declination and/or Additional Requirements/Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Category B

Maintenance, modification and renovation work requiring Board approval.

**The Manager must have a completed the application a minimum of 15 working days prior to starting the work.**

After the application for planned work is submitted to the Manager, he/she will promptly inform the Board president of the proposed work on these Category B items. In some instances, the proposed site and, later, the proposed work may require some oversight by the president and/or the Manager.

**The Manager cannot grant any variances in the rules of the provisions of the governing documents.**

All modification requests must be in writing. Documentation (i.e., description of work, sketches or plans, manufacturers' catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the architect. Drawings of your unit may be available at the request of the Manager. The management office can be reached at: (808) 946-9160.

Owners must coordinate with the Manager for elevator use, work hours, and any required shutoffs of water or electricity. The Manager and/or the on-duty security officer should be informed of any work that involves outside workers alert management of non-residents in the building. Owners are required to adhere to the insurance requirements outlined in "Exhibit 1 – Vendor Insurance Requirements" on page 32 of the MMR Manual in his/her contracts with contractors and subcontractors.

**Category B includes but is not limited to:**

1. Replacement of a bathtub or shower with a bathtub or shower no larger than the original unit and using the same plumbing.
2. Relocation of concealed electrical lines, junction boxes and other electrical components (excluding apartment electrical panels) concealed in non-load bearing interior apartment walls.
3. Any relocation and/or alteration to non-load bearing interior walls. Plans must be provided to verify if concealed utilities or common elements within the walls may be impacted.
4. Replacement of kitchen and/or bathroom cabinets requiring electrical wiring at their original locations.
5. Replacement of the circuit breakers and bussing of the apartment's electrical panel requires licensed electrician for the work. This work should include

6. changing the incoming connection to copper before its attachment to the panel board.
7. Installation of new carpeting, which must be installed with at least 3/8" thick carpet pad.
8. Ceramic, marble, or similar tiles are only allowed in the kitchen, bathrooms, entryway, and lanai. Only carpet is allowed in bedrooms.

The following underlayment's for wood flooring and luxury vinyl flooring are approved for use in this building:

- Kinetics ISOlayment
- Soundmatt
- SR Floorboard
- For an approved substitution – Please submit information for review and approval.

### **Performance Requirements of Flooring Materials in Unit**

AOAO approval is required when replacing flooring in any upstairs units. A separate acoustic underlayment shall be used under all flooring materials. The flooring and underlayment ("flooring system") must perform with an equivalent Impact Insulation Class (IIC) rating of 53 or above. The total flooring system must maintain this performance as tested under ASTM E1007 throughout the life of the flooring system, even after transfer of ownership of the property. Documentation must be provided that the proposed flooring system will meet this requirement based on underlayment and type of flooring. The IIC rating of 53 or above will be based on a 6-inch concrete slab floor. **Ceramic, porcelain, marble or equivalent solid tile may only be installed in the kitchen, bathrooms and entryway.**

The installation of the required acoustic underlayment does not guarantee that the owner below may not file a noise complaint. If noise complaints are filed with the AOAO, and it is determined that the subject flooring does not maintain a performance equivalent to or above an IIC of 53, then the current owner of the subject flooring will be required to perform any modifications to the subject flooring to meet the minimum performance requirements or to find alternative solutions to mitigate noise and meet the said sound requirements.

8. Ceiling fans and their electrical wiring may be installed on the ceiling and surface of walls if the wiring is covered with an electrical raceway. Prohibited is any cutting, chipping, or coring of concrete walls, floors or ceilings for any electrical installations.
9. If drywall inserts, picture hooks or similar types of fasteners are to be installed, you should first contact the Resident Manager to verify if the wall contains utility piping. Owners

**Owners will be held responsible for any damage they may cause to wiring or plumbing contained in walls or flooring.**

**Owners may be required provide an Indemnification Agreement in the form requested by the Association and such agreement may be recorded in the State of Hawaii Bureau of Conveyances or Land Court as appropriate. A sample of such Indemnification Agreement is attached as Exhibit 3 to the MMR but such sample is subject to amendment by the Association.**

## **FAIR HOUSING**

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

Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining bonds required by the Declaration or the Bylaws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be and

Be allowed reasonable exemptions from the Declarations, Bylaws, the House Rules, and policies and procedures of the Association when necessary to enable them to use and enjoy their apartments and /or the common elements, as the case may be

**Architect (Next Design) Category C Review Fee Schedule**

Review Period (6-7 working days)

WORK DESCRIPTION	DESIGN REVIEW	SITE INSPECTIONS
1. Relocation of any plumbing and drain lines away from their original position.	\$290	\$250
2. Relocation of, or modification to, common drain, plumbing or water lines concealed within a common element.	\$240	\$240
3. Air conditioners may be installed only in the locations provided for on the original plan of the building, i.e. in the lower section of the lanai window. It is recommended that air conditioning units not exceed a total current-draw of 16 amps at 120 volts or 8 amps at 240 volts. It is also recommended that the owner employ a licensed electrical contractor to complete a panel board maintenance. Other types or locations of installation must be by Board approval	\$275	\$200
4. Relocation of or modification to electrical lines, junction boxes, apartment's electrical panel and any other electrical component concealed within a common element.	\$275	\$250
5. Replacement of an existing bathtub or shower with a bathtub or shower of larger dimensions and/or volume.	\$290	\$240
6. Relocation of a toilet, sink or lavatory.	\$240	\$240
7. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed structural engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the association, at the owner's expense, if the apartment owner proposes to alter or modify any load bearing wall.	\$600	\$500
8. Popcorn ceiling material: An owner planning any renovations that might disturb the ceiling	\$190	\$180

<p>materials must comply strictly with federal Environmental Protection Agency, the Occupational Safety and Health Administration, and State Health Department regulations. A licensed company certified to properly remove and dispose of suspected asbestos containing material must do all removal of ceiling materials. The popcorn ceiling material in the apartments has a high probability of containing asbestos fibers over current EPA allowable limits because the building was built prior to any "standards" being established. The original ceilings are believed to be not hazardous if left undisturbed. It is not normally recommended or necessary to remove these ceilings, but owners and residents should contact their own professional for advice if desired.</p>		
<p>9. Replacement of any windows are to conform with 1717 Ala Wai Condominium Building Window and Sliding Door Replacement Guidelines dated July 2016.</p>	<p>\$250</p>	<p>\$240</p>

**The rates above apply if Design Review by Next Design is desired. Additional design review fees will apply when additional reviews are required due to changes, inadequate submittals or non-conforming construction.**

# Maintenance Modification and Renovation Application for Approval to Renovate or Remodel Category C

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

Please print or type the following:

Owner's Name: \_\_\_\_\_ Owner Telephone: \_\_\_\_\_

Architect/Designer: \_\_\_\_\_ Owner Email: \_\_\_\_\_

Submitted by: \_\_\_\_\_

Submittal Date: \_\_\_\_\_

Owners may make desired modification, alteration, renovation, or remodeling of apartments only after the review and processing of this application. If an emergency repair is needed, contact the Manager immediately.

Category C: Plan of work requires review by the Manager and a third-party consultant designated by the 1717 Ala Wai Board of Directors (the "Board") (currently Next Design) and approval by the Honolulu building Permitting and 2 members of the Board, before work may commence.

Description of Work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Building permit required? \_\_\_\_ YES, \_\_\_\_ NO If yes, have you applied? \_\_\_\_ YES, \_\_\_\_ NO

Estimated start date: \_\_\_\_\_ Estimated completion date: \_\_\_\_\_

The Manager and the third-party consultant shall be notified to make inspections prior to, during, and after the work is complete.

Initial

\_\_\_\_\_ Inspection prior to work.

\_\_\_\_\_ Inspection during work.

\_\_\_\_\_ Inspection at completion

\_\_\_\_\_ Pictures attached.

Will any of the planned modifications include changes to existing:

Plumbing: \_\_\_\_\_ YES \_\_\_\_\_ NO    Electrical: \_\_\_\_\_ YES \_\_\_\_\_ NO  
 Mechanical: \_\_\_\_\_ YES \_\_\_\_\_ NO    Structural: \_\_\_\_\_ YES \_\_\_\_\_ NO

If any of the above questions are answered "YES," you will be required to submit plans and specifications prepared by a registered architect (or professional registered engineer if permitted by the Board showing details of the proposed work. You are also required to submit the name of the licensed contractor(s) you intend to employ for the work.

Even if you answered "NO" to each question, the Board may require plans and specifications and other information from you before deciding upon your application.

#### SUBMISSION CHECKLIST:

\_\_\_\_\_ Application

\_\_\_\_\_ The contractor shall provide the architect with proof of insurance and a schedule of the work. The contractor shall inform the Manager of any changes to the schedule. An inspection by the Manager may be required.

\_\_\_\_\_ Design review fee (if required)

\_\_\_\_\_ Plan and specifications for Category B and C work (two sets drawn by registered architect or engineer)

\_\_\_\_\_ Building permits or building permit application number (if required)

## List of Contractors, Engineers, and/or Architects:

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

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

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

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

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

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

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

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

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

Notice of approval to proceed with the work will come from the architect, who will also inspect the work upon completion. See Section V. Procedures for Approval, § B (3) of the 1717 Ala Wai Maintenance, Modification and Renovation Policy Manual (Revised June 2025) (the "MMR Manual") for details.

I/We, the undersigned, hereby request that the Board approve the alterations and/or additions described above and on any accompanying plans, specifications, or drawings. I/We hereby acknowledge receipt of a copy of the MMR Manual. I/We acknowledge and agree that any approval given by the Board shall be conditioned upon all work conforming to all applicable building and zoning laws, ordinances, and rules and regulations and all other conditions established by the Board. I/We agree to periodic inspections during the renovation work by the Manager and/or representatives of the Board. I/We agree that all noise generating work shall be accomplished during normal working hours, which are Monday through Saturday from 8:00 a.m. to 5:00 p.m. only. No work on Sundays and state and federal Holidays. I/We understand that no work is to be done in the common areas and further agree to pay for the repair of any damage or the cleaning of the common areas needed as a result of this renovation and/or remodeling activity.

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

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

Received by Manager's Office: Date: \_\_\_\_\_ by: \_\_\_\_\_

For Office Use Only:

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

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

Approved by: \_\_\_\_\_ Third-party consultant

Approved with conditions by: \_\_\_\_\_ Third-party consultant

Declined by: \_\_\_\_\_ Third-party consultant

Reason for Declination and/or Additional Requirements/Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board of Directors Action:

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

Approved by: \_\_\_\_\_ Board Member

\_\_\_\_\_ Board Member

Approved with conditions by: \_\_\_\_\_ Board Member

\_\_\_\_\_ Board Member

Declined by: \_\_\_\_\_ Board Member

Reason for Declination and/or Additional Requirements/Conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Category C

Maintenance, modification and renovation work requiring Board approval and building permit.

**The owner shall submit plans prepared by a licensed architect and/or engineer and obtain Board approval prior to starting construction work.** Owners must coordinate with the Manager for elevator use, work hours, and any required shut-offs of water or electricity. The Manager and/or the on-duty security officer should be informed of any work that involves outside workmen to alert management of non-residents in the building. In some instances, the proposed site and, later, the proposed work may require some oversight by the president and/or the Manager.

**The Manager cannot grant any variances from the rules of the provisions of the governing documents.** All modification requests must be in writing. Documentation (i.e., description of work, sketches or plans, manufacturers' catalog cuts and product documentation, etc.) of the proposed work and materials must be presented to the Manager. Drawings of your unit may be available at the request of the Manager at: (808) 946-9160.

Owners are required to adhere to the insurance requirements outlined in "Exhibit 1 – Vendor Insurance Requirements" on page 32 of this MMR Manual in their contracts with contractors and subcontractors.

Category C includes but is not limited to:

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

6. Relocation of a toilet, sink or lavatory.
7. Alteration or modification to any load bearing wall. A plan stamped and signed by a licensed structural engineer will also be required. The Board reserves the right to retain a structural engineer on behalf of the association, at the owner's expense, if the apartment owner proposes to alter or modify any load bearing wall.
8. Popcorn ceiling material: An owner planning any renovations that might disturb the ceiling materials must comply strictly with the federal Environmental Protection Agency, the Occupational Safety and Health Administration, and State Health Department regulations. A licensed company certified to properly remove and dispose of suspected asbestos containing material must do all removal of ceiling materials. The popcorn ceiling material in the apartments has a high probability of containing asbestos fibers over current EPA allowable limits because the building was built prior to any "standards" being established. The original ceilings are believed to be not hazardous if left undisturbed. It is not normally recommended or necessary to remove these ceilings, but owners and residents should contact their own professional for advice if desired.
9. Replacement of any windows are to conform with 1717 Ala Wai Condominium Building Window and Sliding Door Replacement Guidelines dated July 2016.

**Owners may be required to provide an Indemnification Agreement in the form requested by the Association and such agreement may be recorded in the State of Hawaii Bureau of Conveyances or Land Court as appropriate. A sample of such Indemnification Agreement is attached as Exhibit 3 to the MMR but such sample is subject to amendment by the Association.**

## **FAIR HOUSING**

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

Be permitted to make reasonable modifications to their apartments and/or the common elements, at their expense (including without limitation the cost of obtaining bonds required by the Declaration or the Bylaws), if such modifications are necessary to enable them to use and enjoy their apartments and/or the common elements, as the case may be; and

Be allowed reasonable exemptions from the Declarations, Bylaws, the House Rules, and policies and procedures of the Association when necessary to enable them to use and enjoy their apartments and /or the common elements, as the case may be.

## EXHIBIT 1

### VENDOR INSURANCE REQUIREMENTS

The Board **requires** owners to follow the insurance requirements outlined below in their contracts with contractors (s) and subcontractor (s):

#### **Coverage and Limits of Liability**

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

#### **\*Additional Insured(s)**

The Association, the Board, the Property's managing agents, and the Association's attorneys, respective members, affiliates, owners, parent companies, subsidiaries, officers, employees, lenders, successors and/or assigns now existing or that may hereafter exist shall be named as additional insured(s).

#### **Waiver of Subrogation**

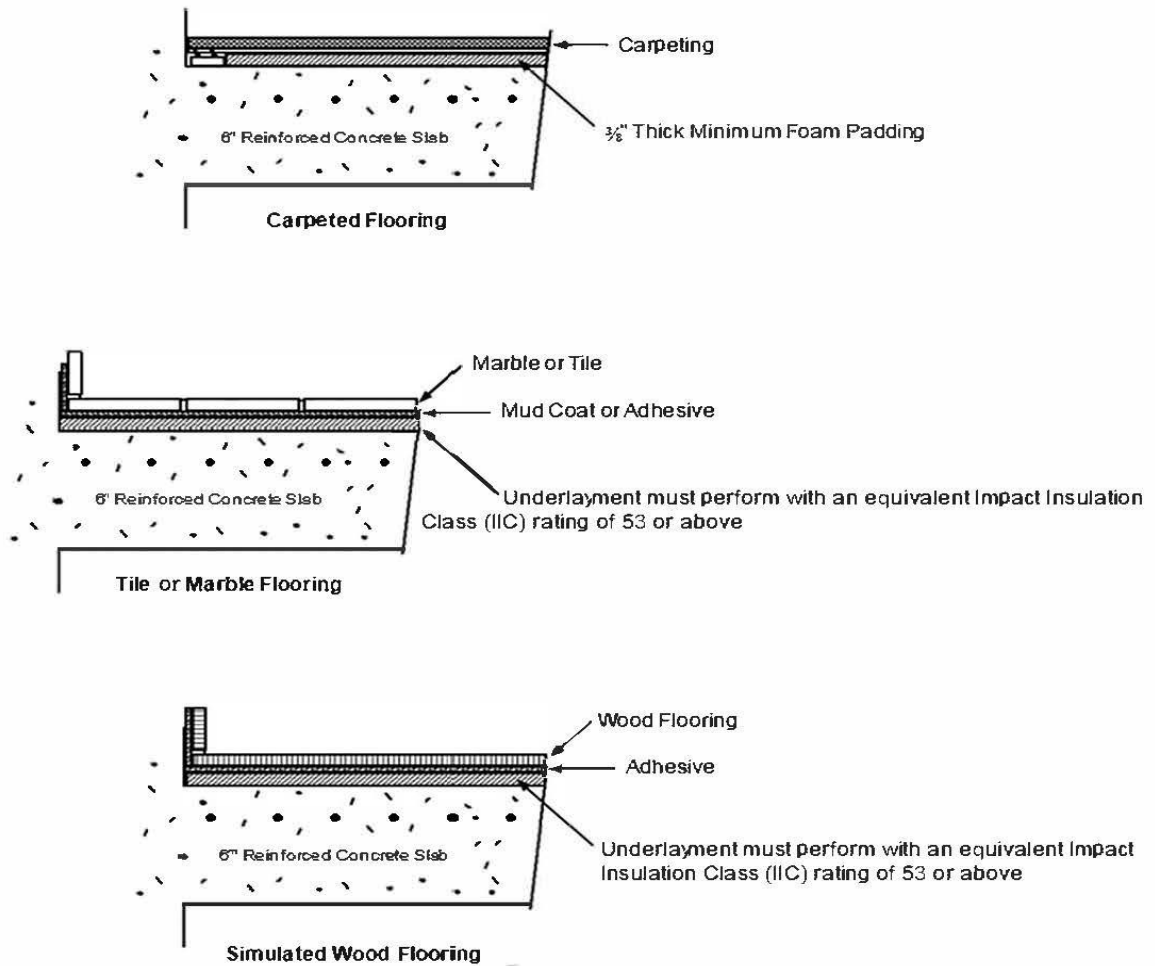
For General Liability and Workers' Compensation, a waiver of subrogation shall be executed in favor of the additional insured(s).

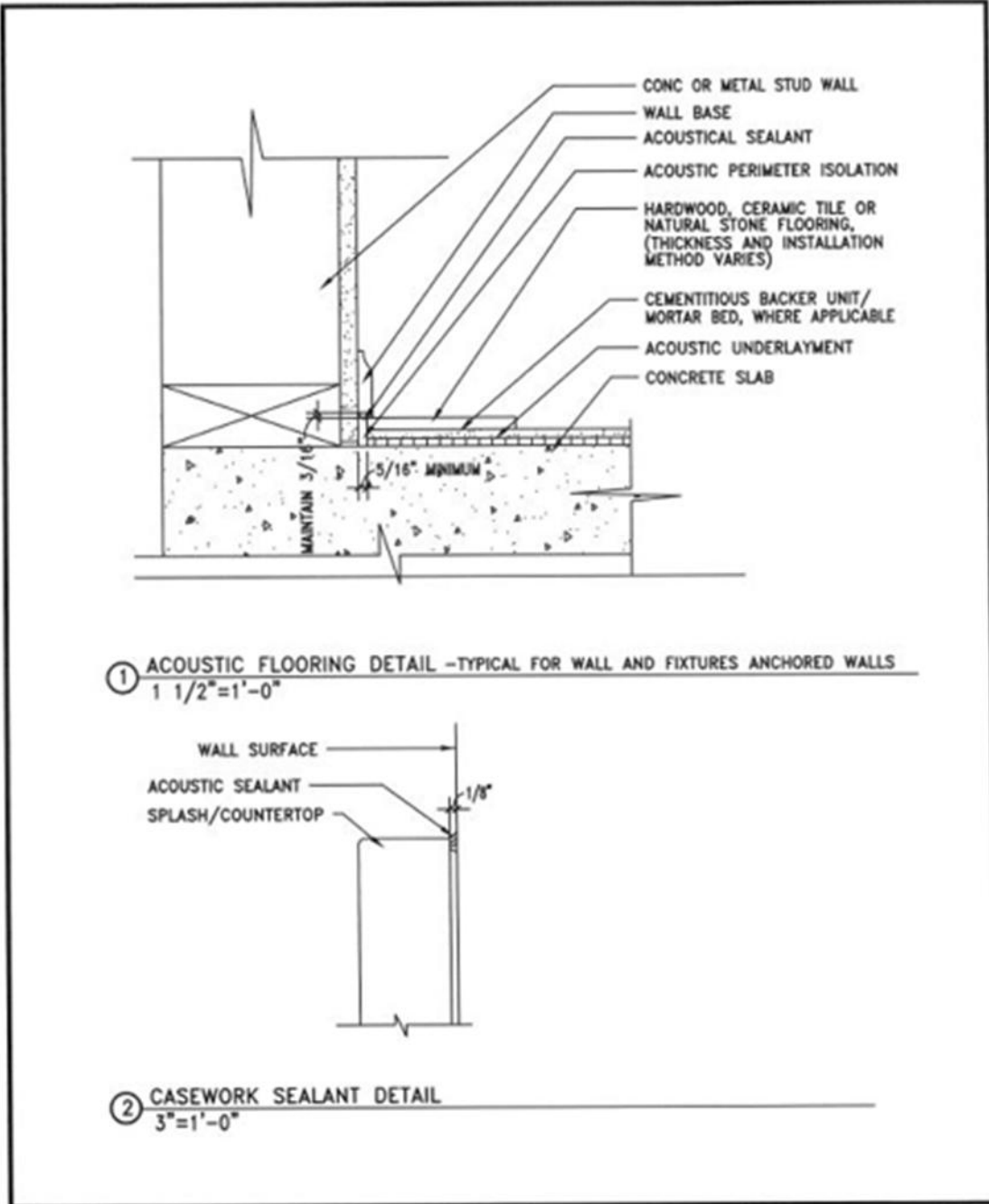
#### **Certificates of Insurance**

Prior to the commencement of any work, the contractor(s) and subcontractor(s) must provide a valid Certificate of Insurance to the owner, the Association, and the Board.

## Exhibit 2

### Typical Installation of Hard Flooring Showing Acoustical Underlayment





**IMPACT NOISE ISOLATION DETAILS**

**FIGURE 1**

**Exhibit 3**

**Indemnification Agreement**

LAND COURT SYSTEM	REGULAR SYSTEM

Return By: Mail ( ) Pickup ( ) To:

Total Pages:

**Indemnification Agreement**

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter referred to as “**Owner**”), the owner of the property described in Exhibit “A”, attached hereto and incorporated herein by reference, said property being Apartment No. \_\_\_\_\_ of the SEVENTEEN SEVENTEEN ALA WAI condominium project (hereinafter referred to as the “**Apartment**”), which property is situated at \_\_\_\_\_, Honolulu, Hawaii, and the ASSOCIATION OF APARTMENT OWNERS OF SEVENTEEN SEVENTEEN ALA WAI (hereinafter referred to as “**Association**”), by and through its Board of Directors (hereinafter referred to as the “**Board**”).

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

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

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

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

alteration(s) and addition(s) are in fact creating a disturbance and/or problem, written notice shall be directed to Owner, describing with particularity the nature of the disturbance or problem and requesting the abatement thereof. Such written notice may in an appropriate case (as determined by the Board in its sole and complete discretion) also provide that unless the disturbance or problem is corrected prior to a date specified therein, the alteration(s) and/or addition(s) must be removed by a date specified therein, provided that except as otherwise stated herein, such removal date shall not be sooner than fourteen (14) days after the date of such notice if personally delivered to the Owner, nor sooner than eighteen (18) days after the date of such notice if mailed to the Owner at \_\_\_\_\_, Apartment No. \_\_\_\_\_, Honolulu, Hawaii 96815, or to such other address as shall hereafter be received by the Board from the Owner, in writing. Owner agrees that the Association, through its employees and/or contractors, may, but shall have no obligation to, enter the Apartment to abate such disturbance or problem or, if deemed reasonably necessary by the Board, to remove the alteration(s) and/or addition(s), if Owner does not do so within the above-stated time period.

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

Owner also agrees that it shall promptly remove such alteration(s) and/or addition(s) if situated in such manner as to interfere with or disable the Association from properly discharging its duties to maintain, repair, or replace any common element or limited common element of the SEVENTEEN SEVENTEEN ALA WAI condominium project, it being understood that Owner shall be entitled to reinstall the same upon the completion of such work by the Association, unless the Board reasonably determines that such reinstallation would in some

manner be detrimental to the interest of the project and/or its occupants. The Association shall be empowered to remove such alteration(s) and/or addition(s), at Owner's expense, if Owner fails to do so within fourteen (14) days of its receipt of written notice to do so for the aforesaid purpose.

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

Owner further agrees to indemnify, defend, and hold harmless the Association, its officers, directors, employees, agents, attorneys, affiliates, successors, permitted assigns (collectively the "Indemnified Party"), from any and all claims, demands, actions, deficiencies, judgments, settlements, interest, awards, penalties, fines, liabilities, loss, injuries, damages, costs and/or expenses of any kind, including reasonable attorneys' fees, which may arise from and/or otherwise be related to the alteration(s) and/or addition(s) as described and approved in Exhibit "B" ("Claims"). This includes, but shall not be limited to, the obligation of the Owner to indemnify, defend and hold harmless the Indemnified Party for Claims arising from and/or relating to an Indemnified Party's negligent acts and/or omissions. This further includes, but shall not be limited to, the obligation of the Owner to indemnify, defend and hold harmless the Indemnified Party for Claims arising from and/or relating to an Indemnified Party's gross negligence, recklessness, willful misconduct, or other conduct more culpable than negligence. Thus, the Owner's obligation to indemnify, defend and hold harmless the Indemnified Party shall be unaffected by the Association's approval, inspection, application and/or enforcement of the governing documents of the Association including any rules and/or its handling of matters arising from and/or relating to the Owner's alteration(s) and/or addition(s) set forth in Exhibit "B" and the Owner shall indemnify, defend and hold harmless the Indemnified Party from Claims arising from and/or related thereto.

The Owner's obligation to indemnify, defend and hold harmless the Indemnified Party under this Agreement specifically includes, but is not limited to, any allegation or claim arising out of, relating to, concerning, or in any way connected with noise, vibration, sound transmission, or any other sound/noise-related disturbance and/or problem caused in full or in part by, attributable to, and/or in any way related to alteration(s) and/or additions to flooring and/or

acoustical underlayments, regardless of type, made by the Owner. The Owner understands and agrees that the Owner's obligation to indemnify, defend and hold harmless the Indemnified Party under this Agreement is unaffected by whether such alterations and/or additions meet the Association's requirements, were inspected by the Association and/or were approved by the Association. Thus, for example, even if an Owner alters, installs, replaces, or adds flooring to their apartment or unit that has an Impact Insulation Class rating of 53 and/or above that is inspected and/or approved by the Association, the Owner remains obligated to indemnify, defend and hold harmless the Indemnified Party pursuant to the terms of this Agreement.

The Owner's obligation to defend as required in this Agreement means to cover the full costs of defense for the Association including but not limited to all fees and expenses of legal counsel which shall be suitable to and selected by the Association to provide such defense (e.g. Kobayashi, Sugita & Goda, LLP).

By signing this Agreement, the Owner confirms that they understand and agree to these terms and acknowledge the financial responsibilities involved.

Owner specifically and expressly acknowledges that all owners of apartments at the SEVENTEEN SEVENTEEN ALA WAI condominium project, as well as all parties having any interest whatsoever which may be adversely affected as set forth above, are intended to be third party beneficiaries of this Agreement.

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

It is understood and agreed by the parties hereto that if any term, provision, or covenant of this Agreement is found to be invalid, illegal, void, or unenforceable in any jurisdiction, or held to be so by a court of competent jurisdiction, such invalidity, illegality, voidability, or unenforceability shall not affect, impair, or invalidate any other term, provision, or covenant of this Agreement. The remaining terms, provisions, and covenants of this Agreement shall remain in full force and effect. For example, if a court of competent jurisdiction determines that the term requiring the Owner to indemnify, defend and hold/harmless the Indemnified Party for allegations or claims of conduct involving willful misconduct is invalid, illegal, void, or

unenforceable, then the parties to this Agreement intend for that term to be severed from this Agreement and for the remainder of the terms of this Agreement to remain, including those that obligate the Owner to indemnify, defend and hold harmless the Indemnified Party for other claimed or alleged conduct as against the Indemnified Party, such as negligence, gross negligence, and/or recklessness.

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

ASSOCIATION OF APARTMENT OWNERS  
OF 1717 ALA WAI

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

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

\_\_\_\_\_  
(owner)

\_\_\_\_\_  
(owner)

STATE OF HAWAII )  
 ) : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the ASSOCIATION OF APARTMENT OWNERS OF 1717 ALA WAI, a Hawaii corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said \_\_\_\_\_ and \_\_\_\_\_, severally acknowledged said instrument to be the free act and deed of said corporation.

I, the Notary Public whose name is printed in the signature block immediately below, do hereby certify that I notarized the foregoing Indemnity Agreement dated \_\_\_\_\_, 20\_\_\_\_, consisting of \_\_\_\_\_ pages in the First Circuit of the State of Hawaii.

(seal)

\_\_\_\_\_  
NAME OF NOTARY  
Notary Public, State of Hawaii.

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

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed), did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity

I, the Notary Public whose name is printed in the signature block immediately below, do hereby certify that I notarized the foregoing Indemnity Agreement dated \_\_\_\_\_, 20\_\_\_\_, consisting of \_\_\_\_\_ pages in the First Circuit of the State of Hawaii.

\_\_\_\_\_  
NAME OF NOTARY  
Notary Public, State of Hawaii.

(seal)

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

STATE OF HAWAII )  
 : SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn (or affirmed), did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity

I, the Notary Public whose name is printed in the signature block immediately below, do hereby certify that I notarized the foregoing Indemnity Agreement dated \_\_\_\_\_, 20\_\_\_\_, consisting of \_\_\_\_\_ pages in the First Circuit of the State of Hawaii.

\_\_\_\_\_  
NAME OF NOTARY  
Notary Public, State of Hawaii.

(seal)

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

**EXHIBIT "A" of the Indemnification Agreement**

**FIRST:**

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

**SECOND:**

**AN UNDIVIDED** \_\_\_\_\_% interest in all the common elements of the project as established by the Declaration for the project, as amended.

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

SUBJECT, FURTHER, without limitations to the generality of the foregoing, to all encumbrances of record.

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

END OF EXHIBIT "A"

**EXHIBIT “B” of the Indemnification Agreement**

[Plans and Specifications approved by the Board of Directors of the Association]

## V. Procedures for Approval

### A. Authorization for MMR Approvals:

The Board authorizes the Manager and 2 members of the Board to sign MMR approvals as follows:

### B. Application

1. **Category A** – for unit owner MMR requests that are non-material such as interior painting, hanging blinds, replacing interior doors, the Manager can approve or reject such requests after the Manager’s review based on the criteria in the MMR Manual.

2. **Category B** – for unit owner MMR requests that involve flooring, exterior windows and/or removing walls, such requests are to be reviewed by the Manager and by a third-party consultant designated by the Board (currently Next Design) who will recommend approval or rejection based on the criteria in the MMR Manual. The Manager shall obtain and provide the designated third-party consultant with all necessary information (contractor’s license, etc.). The Manager shall also have the Association’s insurance agent review the insurance policies for Category B requests. The MMR Request shall be approved or rejected by both the Manager and 2 members of the Board as appropriate based upon the recommendations of the third-party consultant and insurance agent.

If the Manager and two Board Members disagree on whether to approve or deny an MMR Request, the full Board shall make the final decision by majority vote.

3. **Category C** – for unit owner MMR requests that require a building permit from the City and County of Honolulu, such requests are to be reviewed by a third-party consultant designated by the Board (currently Next Design) who will recommend approval or rejection based on the criteria in the MMR Manual. The Manager shall obtain and provide the designated third-party consultant with all necessary information (contractor’s license, specifications, etc.). The Manager shall also have the Association’s insurance agent review the insurance policies for Category C requests. The MMR Request shall be approved or rejected by both the Manager and 2 members of the Board as appropriate based upon the recommendations of the third-party consultant and insurance agent. If the Manager and two Board Members disagree on whether to approve or deny an MMR Request, the full Board shall make the final decision by majority vote.

4. Notwithstanding the foregoing, the Board may specify criteria, limits and/or standards (whether in the MMR Manual or otherwise) that must be adhered to. For example, MMR Requests for flooring other than carpet in the

bedrooms of any unit will not be approved unless otherwise approved by the Board.

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

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

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

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

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

7. **Approval of Owners:** Once the Board has approved the application, the Board will seek the approval of owners if required by the Project's governing documents or the HRS. The applicant may be required to pay all or part of the cost of seeking such approval.

## VI. Review Criteria

The Board will review all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the apartment and its location. Design decisions made by the Board in reviewing applications are based on the following criteria, which represent in more specific terms the general standards of the Project's governing documents and the House Rules.

### **A. Conformance with the Declaration, By-Laws and Statutes.**

All applications will be reviewed to confirm that the planned work is in conformance with the provisions of the Project's governing documents and the pertinent provisions of HRS chapter 514B. In certain instances, it could be necessary for the Board to obtain legal opinion from the Association attorney to verify the applicable requirements. Unless expressly waived by the Board, all plans and specifications must be prepared by a licensed architect or qualified draftsman.

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

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

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

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

**F. Location and Impact on 1717 Ala Wai.** The proposed alteration should relate favorably to the landscape, the existing structure, and the Project. Some primary concerns are access, view, sunlight, ventilation, and drainage. When a proposed alteration has possible impact on adjacent properties and/or its owners, it is suggested that the applicant discuss the proposal with neighbors

prior to making application. It may be appropriate in some cases to submit comments along with the application. Condominium insurance policies should be examined, and the insurance company consulted when appropriate.

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

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

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

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

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

**L. Effect on Other Unit Owners.** The Board may reject proposed alterations or improvements if such alterations or improvements are likely to create a nuisance for other unit owners.

# **ATTACHMENT**

(Window and Sliding Door Replacement Guidelines July 2016)

## 1717 Ala Wai Condominium Building



## Window and Sliding Door Replacement Guidelines

July 2016

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## Frequently Asked Questions

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### **Who should I call with questions about the guidelines?**

For specific questions on the guidelines or assistance in bringing any element into compliance or any other renovation or design issue, you should consult with a professional who can provide you with needed assistance. The name of the Architectural firm familiar with your guidelines is MGA Architecture. The phone number for MGA Architecture is (808) 791-1717. The email address for Ronald Barber, Director of Project Management at MGA Architecture is ron@mgahawaii.com.

### **How long should I expect the replacement process to take?**

The process may take 4-6 months after first application. The application is subject to review of the Board and review/approval by the City of Honolulu. No guarantees can be provided on the duration.

### **What are the steps once I decide to replace my windows?**

**Step 1:** Read through this Guideline for Window Replacement and review it thoroughly.

**Step 2:** Create your permit submittal package. MGA Architecture has all the information necessary to create your permit set. It is recommended that you contact MGA Architecture at 808 791-1717 for all professional services. Contract with MGA Architecture for a pre-arranged flat fee. **Note:** You may choose your own architect (alternatively).

**Step 3:** Decide on the window manufacturer. The recommended window and door manufacturers have been chosen by MGA and the Board for quality, conformity to the guidelines and local availability. You are at liberty to choose another product provided it adheres to the guidelines.

**Step 4:** Submit your application for window replacement and your modification request form to the Board of Directors.

**Step 5:** Upon review and approval you will receive an acknowledgement from the BOD.

**Step 6:** Obtain a permit. Your architect will help to guide you through the permitting process.

**Step 7:** Find a contractor (not necessarily in this order). When choosing a contractor it is best to choose a qualified bonded contractor with the required license for hi-rise installations who is familiar with the chosen manufacturer. They may try to steer you towards a manufacturer they are familiar with. There is a chance the substitution may not adhere to the guidelines. Your architect may provide a list of contractors and help to guide you through the process.

**Step 8:** Obtain a quote from the contractor and agree on a timeline for installation. Be sure to address the removal and disposal of the existing windows.

### **What if I have made improvements to my unit that were approved by the board, but the guidelines may have changed?**

If the area of renovation or item replaced was previously in compliance with the guidelines, the existing windows will be grandfathered in to your unit. You will no longer be able to use vinyl windows as a replacement option and any future window replacement shall follow the current guidelines.

## Frequently Asked Questions cont'd

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### **What is the evaluation committee, how often do they meet?**

The Board evaluation committee meets approximately every month and per Board policy, a minimum of 1 member of the board of directors shall be present at each meeting along with the resident manager.

### **What happens if the board notifies me that the documents have not been submitted properly?**

Once notified that the documents have not been submitted properly, the owner has 90 days to resubmit. If the replacement submittal package is not submitted within 90 days, it may be considered a new application.

### **I can get items at discount store for less money than the recommended manufacturers, why wouldn't I purchase there?**

The manufacturers selected by your Board of Directors and MGA Architecture is based on many conditions. All improvements to the building must meet building code requirements in order to obtain a permit. The Board of Directors has a duty to review and approve only those improvements which meet minimum requirements to obtain a building permit. Building permits not only protect owners from using sub-par building materials but also help to maintain building appearance consistency and overall property values. In order to obtain a building permit, a design professional must be engaged to properly prepare the plans and specifications.

Products selected are designed to meet owner's expectations with a focus on the total costs of ownership of goods and services. Acquisition cost is only one component of intelligent purchasing. The lowest price is not always the lowest cost to your project. Remember the old axiom... "Beware the cost of the lowest price." Cost of ownership, payback time, and solving problems are the true issues an owner is really looking for.

### **What if I don't agree with the evaluation committee's decision?**

Once the board evaluation committee makes their decision, it is reviewed with the Board for approval. If the Board agrees with the decision, the member is notified of the decision. If the Owner disagrees with the evaluation committee's decision, the owner shall submit a written appeal to the board. The decision of the board in response to the appeal will be final.

### **Do I really need to hire an architect?**

If you've never worked with an architect before, you likely have questions. Does your project really require an architect? Replacing a window in a single family home is not the same as replacing a window in a 30-story building. Replacing windows in a building this size requires proper planning and execution. Failure to adhere to building codes and permitting process could lead to additional costs, safety hazards and potential loss of property value.

Architects are trained and experienced in the design of buildings and the coordination and supervision of all aspects of the construction of buildings. A local architect has knowledge of existing codes as well as an understanding of the architectural design issues involved in selecting a product and design details specific to your unit. Your architect can help to ensure that the city code and submittal requirements are met. The architect is invaluable when communicating with a contractor and ensuring the installation has been done properly, typically the highest stress for the project owner.

## General Provisions

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**EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THESE GENERAL PROVISIONS.**

These guidelines are issued in response to inquiries from unit owners and meet criteria for door and window replacement. The board requires that all architectural drawings and any other renovation information be submitted for review and approval prior to order and installation. Failure to meet this requirement could result in Design probation and ultimately cancellation of approval.

This document provides guidelines for owners in the renovation stages of property. The Owner should furnish a copy of or provide access to these guidelines to all architects, engineers, designers, general and subcontractors and other involved parties prior to commencing services for which the Owner may have contracted. The Board may elect to waive or grant variances to specific guidelines based on physical limitations, market demands, where local and site conditions warrant, or on other grounds. These waivers and variances do not supersede the member's obligation to comply with jurisdictional codes and laws. Any exception to these Guidelines shall have prior written approval from the Board.

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

The general strategy for meeting code requirements falls under the IEBC (International Existing building Code). The IEBC allows owners to replace the jalousie windows without needing to install the hurricane screen. \* A hurricane screen would meet the small missile impact requirements under the IBC (International Building Code), however random installations of the screen would not comply with design requirements of the WSD (Waikiki Special District) nor would it meet the design intentions of the architecture. The guidelines do recommend meeting wind load requirements for all windows and sliding doors. The selected manufacturers recommended by the architect are able to meet wind load requirements. Tempered glass is not a requirement at the time of this writing, however for safety purposes, it is recommended in the guidelines. Blades may fall when being cleaned or replaced and tempered glass is less likely to cause injury when it shatters.

\*Existing buildings undergoing repair, alterations or additions and change of occupancy shall be permitted to comply with the International Existing Building Code.' Honolulu City (Sec 102.2) Like materials shall be permitted for repairs and alterations, provided no dangerous or unsafe condition is created. (Ch.5 of the IEBC Sec 502.2)

## Important Notices

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The purpose of these Guidelines is 'to comply with the requirements of 1717 documents and the applicable statutes; to maintain the structural integrity of 1717's building; to preserve the value of the apartments at 1717; to enhance the aesthetic appearance of 1717; and to minimize any costs of enforcement of the provisions which govern and protect 1717'.

These Guidelines are provided to assist you in your goal to provide for the comfort and aesthetic enjoyment of your surroundings.

The Minimum Requirements contained in these Guidelines represent a minimum acceptable baseline. They do not consider any unusual or unique circumstances of your environment or nature of your unit. You need to consider and account for these and all other factors that apply to your property when you build or upgrade.

The handling of all safety and/or security issues is an operational issue that is the responsibility of each owner. It is at all times the owner's responsibility to ensure that the property meets applicable safety and security standards and maintains compliance with applicable codes and laws. All owners are advised that an appropriate professional should be consulted for security and/or safety items.

The architect does not assume any liability for any applicant or member's failure to comply with any federal, state or local laws, rules or regulations. If anything contained in these Guidelines or in any designs, drawings, specifications or other documents submitted by an applicant or member and approved by the board are in conflict with any federal, state or local laws, rules or regulations (including, without limitation, the Americans with Disabilities Act), then the applicant or member is responsible for assuring that the requirements of the law, rule or regulation are complied with. Any approval given by the board is only applicable to the Guidelines without reference to any legal requirements.

These Guidelines require submission of items such as equipment, designs, drawings and specifications to the board prior to events such as purchase or beginning of construction, as applicable. The purpose for this requirement is because the board wants to provide timely input to help owners ensure that their projects conform to at least the minimum acceptable baseline in property design and aesthetics to maintain 1717 Ala Wai quality. By failing to submit items when suggested, an applicant or member risks having to incur additional expenses later in order to conform to the quality minimum acceptable baseline, being denied, or having replacement approval cancelled.

# 100 SUBMITTAL REQUIREMENTS

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EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THE GENERAL PROVISIONS.

1717 Ala Wai guidelines require submittal for approval on all equipment and drawings prior to purchase. This enables the Board to help ensure that the intention of each property meets minimum guidelines. After the layouts and specifications are complete and compliant, a final review letter will be sent to the Owner.

It shall be the responsibility of the owner to comply with all local, regional and national codes as applied by the governing authority for renovation and/or construction.

101	<i>Item</i>	<i>Requirement</i>
101.1	Sliding Doors, Jalousie, Sliding, & Fixed Windows	<ul style="list-style-type: none"> <li>All specification information shall be collectively submitted for all areas in a timely manner</li> </ul>
101.2		<ul style="list-style-type: none"> <li>Scaled professionally drawn plans of all areas affected by the renovation being reviewed must be submitted. Acceptable scales 1/4" or 1/8" = 1'0".</li> </ul>
101.3		<ul style="list-style-type: none"> <li>Scaled elevations, professionally drawn, are required for all areas and rooms where the sliding door is installed. Acceptable scales are 1/4", 1/2" or 3/8" = 1'0".</li> </ul>
101.4		<ul style="list-style-type: none"> <li>A master specification manual is required. This will have pictures of each door and the manufacturer's cut sheet that lists construction and specifications, as well as the size of each item.</li> </ul>
101.5		<ul style="list-style-type: none"> <li>Manufacturer's specification cut sheets are required for each door. Sheets are to be in the master specification manual. Fire and durability ratings are required.</li> </ul>
101.6		<ul style="list-style-type: none"> <li>Submittals are to be sent in the form of a complete package with each part clearly marked with property name, number and a contact name and phone number. Contracted design firms should also be listed. Partial submissions will result in phone and written notification of an incomplete submission.</li> </ul>
101.7		<ul style="list-style-type: none"> <li>Partial renovations require cut sheets and pictures of existing doors as well as samples of existing finishes.</li> </ul>
101.8		<ul style="list-style-type: none"> <li>Owner is responsible for all items not submitted by the Professional Design Service of choice.</li> </ul>
101.9		<ul style="list-style-type: none"> <li>Any change to approved replacement must be re-submitted.</li> </ul>

## 200 GENERAL

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EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THE GENERAL PROVISIONS.

### 201 Sliding Door and Window Replacement – Structural, Architectural, Finishes

The architecture of each unit shall present a pleasing, quality appearance, be appropriate with the surrounding area and be well-maintained. All physical aspects of the property, such as accessibility, desirability, and attractiveness, will be taken into consideration in the evaluation of each replacement condition.

Window and sliding glass door coverings will need to be removed before window or door installation and most likely modified before re-installation.

#### General Requirements

<b>201</b>	<b><i>Item</i></b>	<b><i>Requirement</i></b>
201.1	<b>Architecture</b>	<ul style="list-style-type: none"> <li>Upon replacement of door or window, the exterior structure of the building to be patched or repaired and painted to reflect the original condition of the building and integrate seamlessly with existing conditions</li> </ul>
201.2		<ul style="list-style-type: none"> <li>The building must have finishes and detailing that present a cohesive style in keeping with the original architectural intention and styling.</li> </ul>
202.1	<b>Architectural Elements</b>	<ul style="list-style-type: none"> <li>All doors and window frames for each unit shall be in coordinating styles.</li> </ul>
202.2		<ul style="list-style-type: none"> <li>All detailing must be high quality, in the proper scale and coordinated with the building’s style.</li> </ul>
203.1	<b>Color</b>	<ul style="list-style-type: none"> <li>Exterior colors must be current in appearance and in keeping with the style of the building.</li> </ul>

## 300 Doors

EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THE GENERAL PROVISIONS.

### 301 Sliding Door and Window Replacement – Sliding Glass Doors

The architecture of each unit shall present a pleasing, quality appearance, be appropriate with the surrounding area and be well-maintained. All physical aspects of the property, such as accessibility, desirability, and attractiveness, will be taken into consideration in the evaluation of each unit. Refer to IEBC 502.2 or IBC Sec 1609 Wind Loads and ASTM E 1996 small missile test for compliance.

#### Door Requirements

301	Item	Requirement
301.1	<b>Frame</b>	<ul style="list-style-type: none"> <li>Exterior colors must be current in appearance and in keeping with the original style of the architecture. Sliding glass sliding door frames to be Class 1 clear anodized aluminum.</li> </ul>
301.2		<ul style="list-style-type: none"> <li>Outside frame width including spacer must align with the width of existing sliding doors,</li> </ul>
301.3		<ul style="list-style-type: none"> <li>Doors will slide in the same direction as existing doors.</li> </ul>
301.4		<ul style="list-style-type: none"> <li>Frame to be mounted in same location at wall as existing sliding door frame to be replaced (i.e. 2” from face of 8” wall at Penthouse levels).</li> </ul>
302.1	<b>Mullions and Spacers</b>	<ul style="list-style-type: none"> <li>Mullions and spacers to be consistent material to coordinate with window and jalousie frames. Width of frames to remain in vertical alignment with existing sliding glass door frames so as to present an integrated architectural design.</li> </ul>
302.2		<ul style="list-style-type: none"> <li>In-glass mullions are not acceptable (French door style).</li> </ul>
302.3		<ul style="list-style-type: none"> <li>Aluminum tube mullion between jalousie and sliding door (1D, 2D, 3D) shall be 1 ¾” wide x frame depth (4 ½” typ.)</li> </ul>
302.4		<ul style="list-style-type: none"> <li>Type 1D double sliding doors found in units H, PI-3 and PII-3 shall include a clear anodized Class 1 aluminum tube vertical member with or without spacers between adjacent sliding glass doors 4” in width.</li> </ul>
302.5		<ul style="list-style-type: none"> <li>Horizontal anodized aluminum spacer between wood blade jalousie and AC opening shall be 3 ½”.</li> </ul>
303.1	<b>Vinyl</b>	<ul style="list-style-type: none"> <li>Vinyl frames may not be used.</li> </ul>
304.1	<b>Glass</b>	<ul style="list-style-type: none"> <li>Clear, 9/16” low-e laminated single pane glass. Tempered glass where required.</li> </ul>
304.2		<ul style="list-style-type: none"> <li>Colored or mirrored glass is not permitted.</li> </ul>
304.3		<ul style="list-style-type: none"> <li>Glazing shall meet the requirements of the Building Energy and Conservation Code for SHGC (Chapter 32 Table 402.1.1).</li> </ul>
305.1	<b>Insect Screen</b>	<ul style="list-style-type: none"> <li>Sliding screen provided by sliding glass door manufacturer is to run in the track outside of glazing. The screen frame should be brushed stainless steel in color (clear anodized aluminum)</li> </ul>
306.1	<b>Louvers</b>	<ul style="list-style-type: none"> <li>Installation of louvers in the front door (14W) are for the '06 and '07 units only and shall use the dark bronze aluminum blades.</li> </ul>
307.1	<b>Hardware</b>	<ul style="list-style-type: none"> <li>Door handle style may be flush mounted or pull bar, and shall be anodized aluminum or brushed stainless steel.</li> </ul>

## 400 Windows

EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THE GENERAL PROVISIONS.

### 401 Sliding Door and Window Replacement – Fixed Glass Windows and Jalousies

The architecture of each unit shall present a pleasing, quality appearance, be appropriate with the surrounding area and be well- maintained. All physical aspects of the property, such as accessibility, desirability, and attractiveness, will be taken into consideration in the evaluation of each unit. Refer to IEBC 502.2 or IBC Sec 1609 Wind Loads and ASTM E 1996 small missile test for compliance.

#### Window Requirements

401	<i>Item</i>	<i>Requirement</i>
401.1	<b>Jalousie</b>	<ul style="list-style-type: none"> <li>The Breezway Ios window system with inside screen (or similar) is recommended. Clear class I anodized aluminum frame, operable slats to fit varied existing rough opening sizes. (2W, 3W, 4W, 5W, 6W, 7W, 14W, 15W)</li> </ul>
401.2		<ul style="list-style-type: none"> <li>Louver system shall comply with AAMA/WDMA/CAS 101/I.S.2/ A440-05 and A440-08</li> </ul>
402.1	<b>Frames</b>	<ul style="list-style-type: none"> <li>1” clear anodized aluminum frame, flush mounted to exterior wall, manufactured from extruded aluminum alloy 6060-T5 with convenient clip on feature. Frame depth 5 1/8” maximum.</li> </ul>
402.2		<ul style="list-style-type: none"> <li>Outside frame flange not acceptable.</li> </ul>
402.3		<ul style="list-style-type: none"> <li>Operable glass to open in the same direction, with inside top of blade rotating inward.</li> </ul>
403.1	<b>Lever/handles</b>	<ul style="list-style-type: none"> <li>4” louver handle, inside screen lever or slide lever style with misty gray or stainless steel finish.</li> </ul>
404.1	<b>Blades</b>	<ul style="list-style-type: none"> <li>Clear <b>obscure</b> glass blade with pebble finish on interior. Blades are 4” tall and ¼” thick (3W, 4W, 5W, 6W, 7W, 15W)</li> </ul>
404.2		<ul style="list-style-type: none"> <li>Clear tempered glass blade for 2W/2AW. Blades are 4” tall and ¼” thick.</li> </ul>
404.3		<ul style="list-style-type: none"> <li>Mixtures of glass and wood blades is not permitted.</li> </ul>
405.1	<b>Glass</b>	<ul style="list-style-type: none"> <li>Colored or mirrored glass is not acceptable.</li> </ul>
405.2		<ul style="list-style-type: none"> <li>Tempered glass blades are strongly recommended.</li> <li>Glazing shall meet the requirements of the Building Energy and Conservation Code for SHGC Chapter 32 Table 402.1.</li> </ul>
406.1	<b>Screens</b>	<ul style="list-style-type: none"> <li>Insect Screens to be inside mount, removable for cleaning.</li> </ul>

## Window Requirements cont'd

401	<i>Item</i>	<i>Requirement</i>
407.1	<b>Fixed/Jalousie combination (1W)</b>	<ul style="list-style-type: none"> <li>Clear anodized aluminum frame (Class 1) with interstitial horizontal anodized aluminum member between fixed pane above and operable slatted double jalousie beneath. (1W) Window begins 3" from floor.</li> </ul>
407.2		<ul style="list-style-type: none"> <li>Breezway manufacturer is recommended. Separate pieces snap together for easy installation and frame dimensions meet guidelines. Breezway offers dark bronze aluminum blades in lieu of Red Cedar blades to meet code requirements. See Appendix A</li> </ul>
407.3		<ul style="list-style-type: none"> <li>It is recommended that the manufacturer shall meet the code requirement for wind load and wind borne debris (IBC Sec 1609 Wind Loads and ASTM E 1996 small missile test).</li> </ul>
408.1	<b>Frame (1W)</b>	<ul style="list-style-type: none"> <li>Fixed frame to be Class I clear anodized aluminum. Max width from rough opening to edge of frame is 2 3/4" (2" Frame (typ.) with 3/4" spacer)</li> </ul>
408.2		<ul style="list-style-type: none"> <li>Combination window (1W) jalousie frame at lower portion to be 1" wide.</li> </ul>
408.3		<ul style="list-style-type: none"> <li>Inner vertical mullion at center of double jalousie to be 4" wide. Installation of entire configuration at once is recommended.</li> </ul>
408.4		<ul style="list-style-type: none"> <li>If a separate manufacturer is chosen for window and jalousie a 1 3/8" Interstitial horizontal structural member between window and jalousie shall be attached structurally to concrete opening (not recommended).</li> </ul>
407.5		<ul style="list-style-type: none"> <li>Breezway windows provides a snap together window and jalousie configuration with an overall 3 1/16" dimension between window and jalousie which is highly recommended. (see appendix A)</li> </ul>
409.1	<b>Glazing (1W)</b>	<ul style="list-style-type: none"> <li>Clear 1" double pane or 9/16" low e laminate single pane. Single or double pane is permitted, however, the choice shall be consistent for all windows replaced.</li> </ul>
409.2		<ul style="list-style-type: none"> <li>Colored or mirrored glass is not acceptable.</li> </ul>
409.3		<ul style="list-style-type: none"> <li>Tempered glass is strongly recommended.</li> <li>Fixed glazing shall meet the requirements of the Building Energy and Conservation Code for SHGC (Chapter 32 Table 402.1.1).</li> </ul>
410.1	<b>Blades (1W)</b>	<ul style="list-style-type: none"> <li>Wood blades, 4" tall and straight cut to suit 9/16" clips, painted on exterior to match existing with 4" Aluminum vertical spacer at center between blade systems.</li> </ul>
410.2		<ul style="list-style-type: none"> <li>Exterior surface sealant must be applied to the wood blades. Paint color to be Accolade PZ4293-05. Dark Brown</li> </ul>
411.1	<b>Lever/handles</b>	<ul style="list-style-type: none"> <li>4" louver handle in inside screen lever or slide lever style with misty gray or stainless steel finish.</li> </ul>
410.1	<b>Insect Screen (1W)</b>	<ul style="list-style-type: none"> <li>Insect Screens to be inside mount, removable for cleaning</li> </ul>

## 500 UNIT TYPES

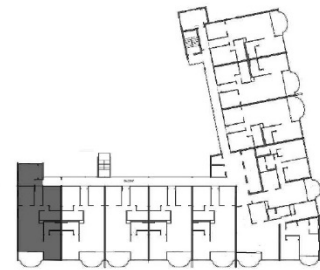
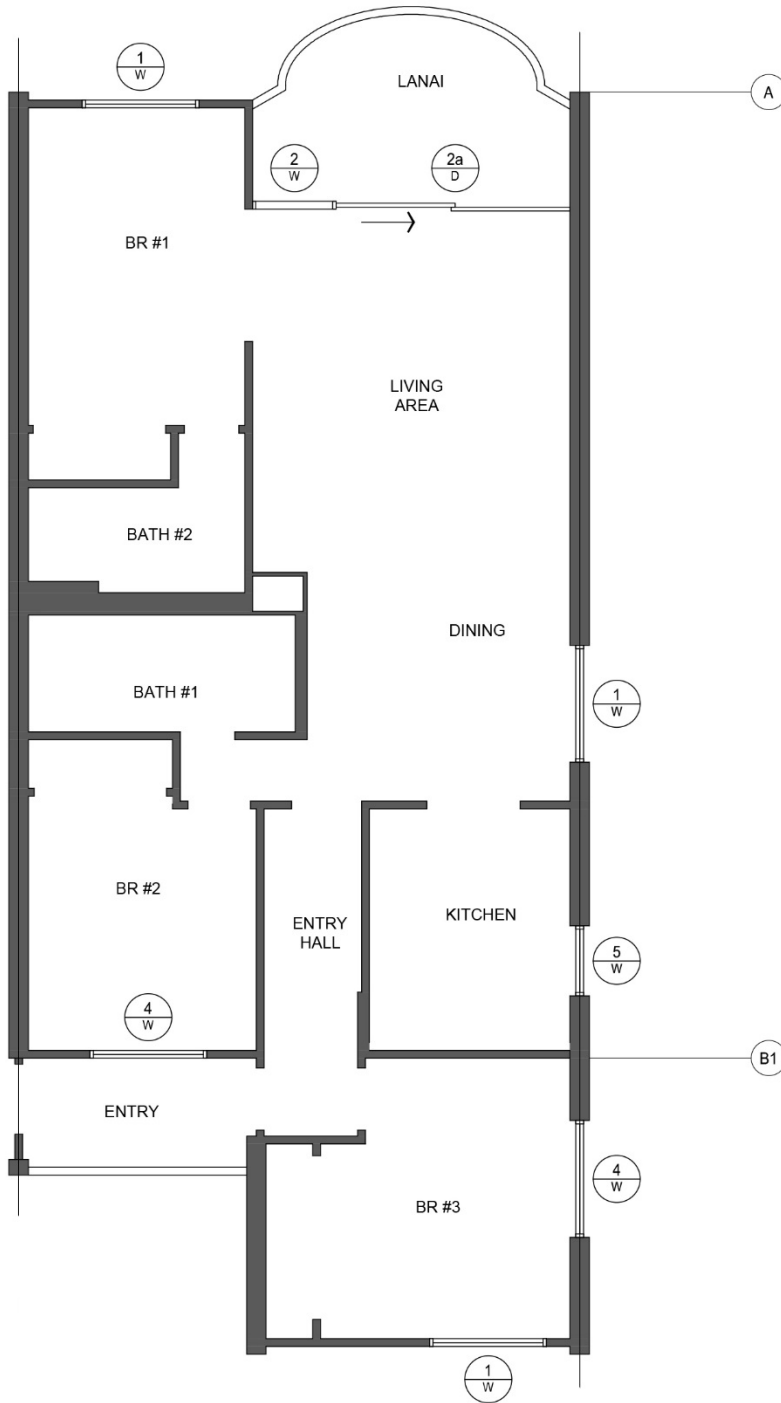
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EACH SECTION OF THESE GUIDELINES IS SUBJECT TO THE “IMPORTANT NOTICES” AT THE END OF THE GENERAL PROVISIONS.

1717 Ala Wai guidelines require submittal for approval on all equipment and drawings prior to purchase. This enables the Board to help ensure that the intention of each property meets minimum guidelines. After the layouts and specifications are complete and compliant, a final review letter will be sent to the Owner.

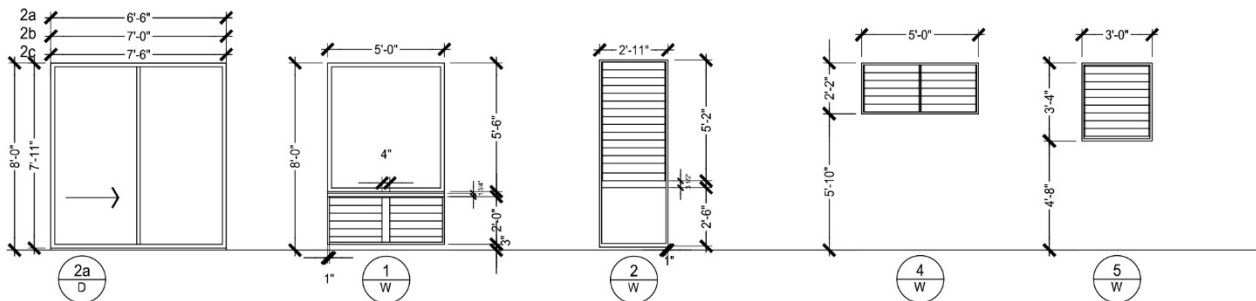
It shall be the responsibility of the owner to comply with all local, regional and national codes as applied by the governing authority for renovation and/or construction.

Individual units vary in the width of the openings and actual doors or windows may not be exactly as shown. Dimensions shown on window types and openings should be measured for accuracy in each unit prior to purchasing.



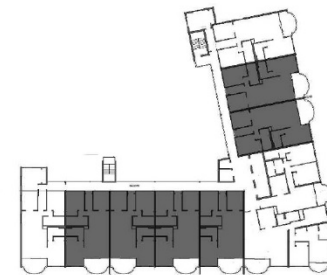
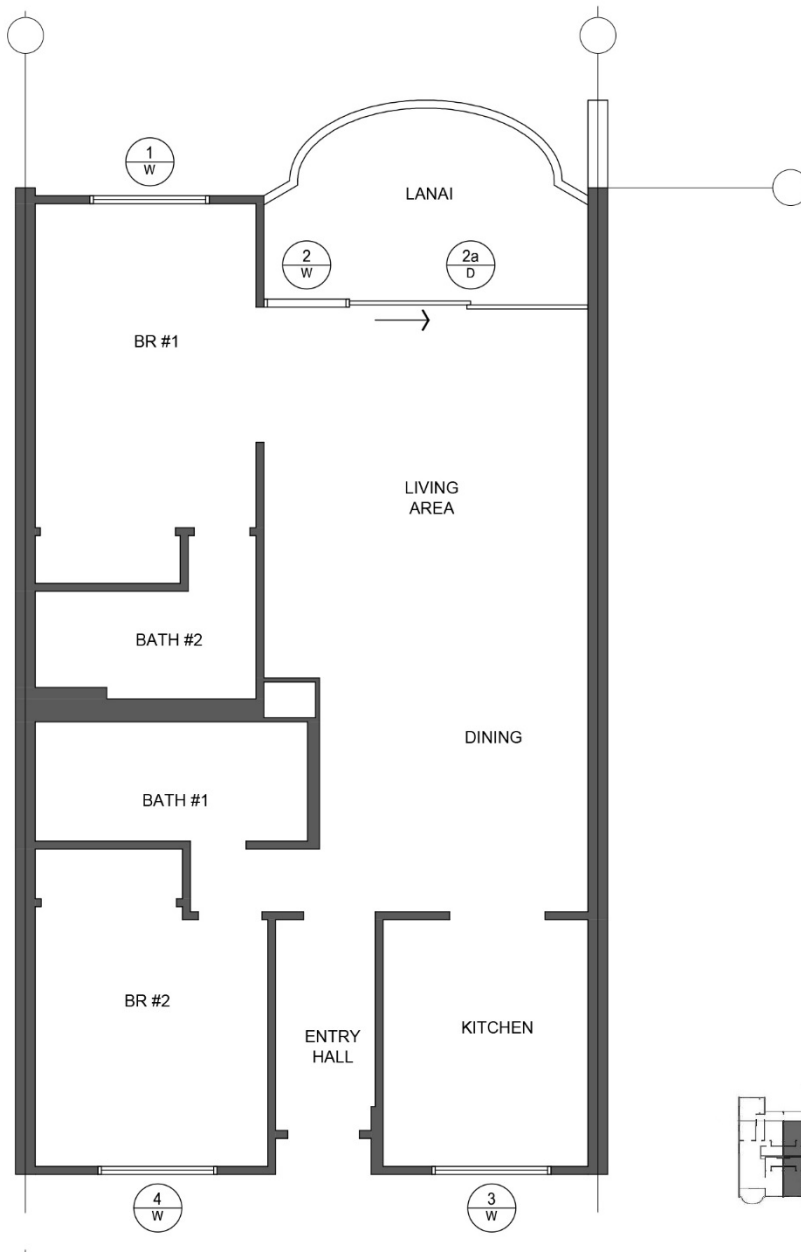
**1** UNIT TYPE PLAN A  
SCALE: 1/8" = 1'-0"

**2** KEY PLAN  
NTS



**3** WINDOW ELEVATIONS - STACK 1 WING A  
SCALE: 1/8" = 1'-0"

**A**  
STACK 1

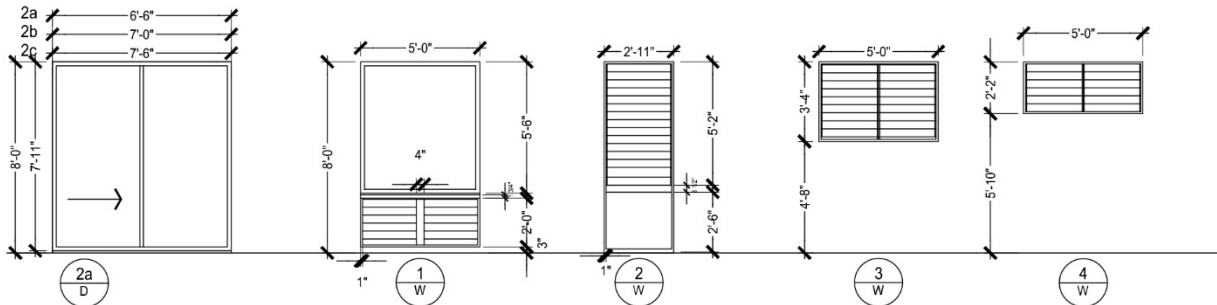


1 UNIT TYPE PLAN B

SCALE: 1/8" = 1'-0"

2 KEY PLAN

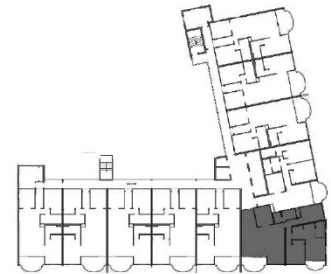
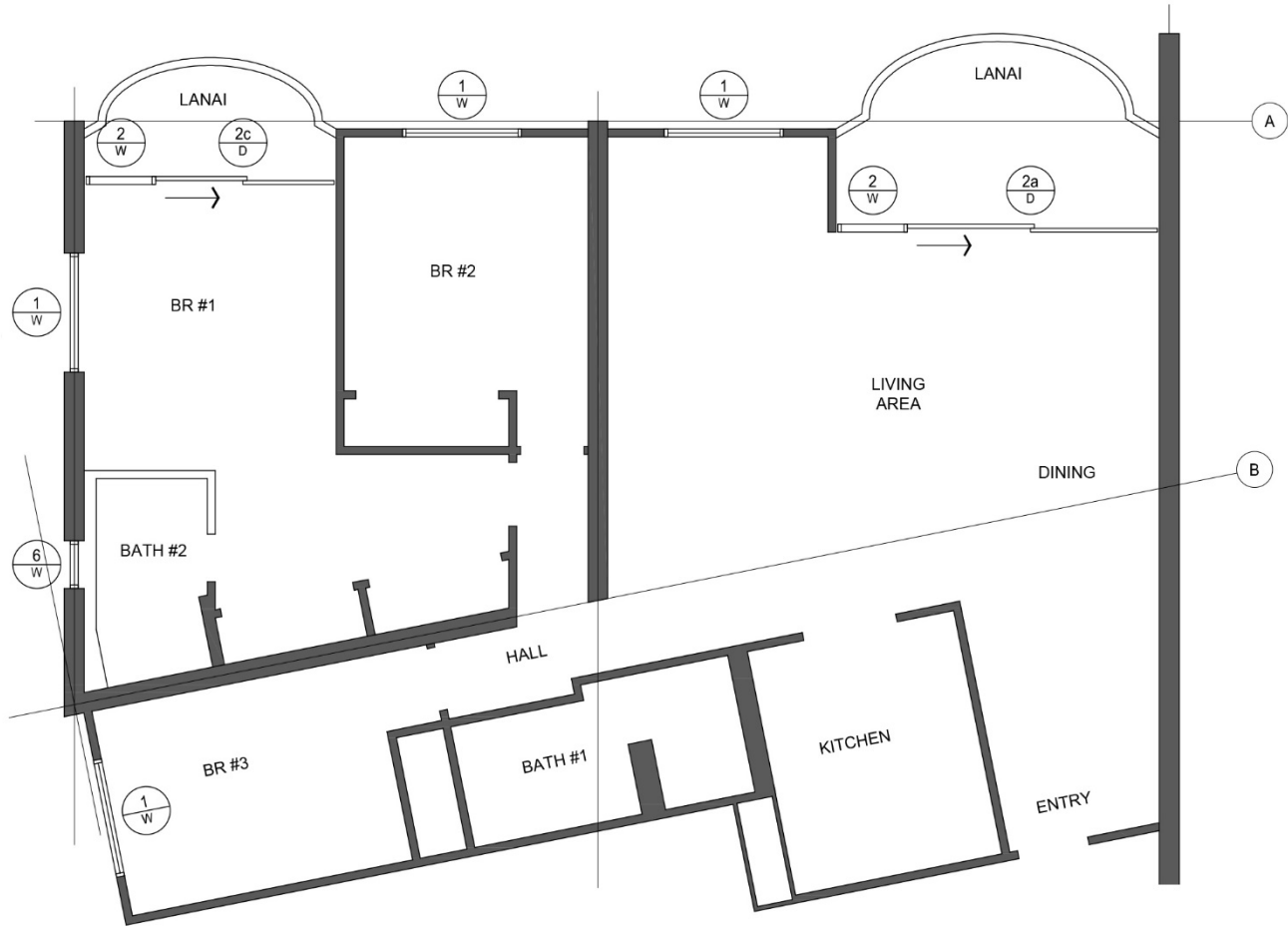
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3 WINDOW ELEVATIONS - STACKS 2,3,4,5,8,9

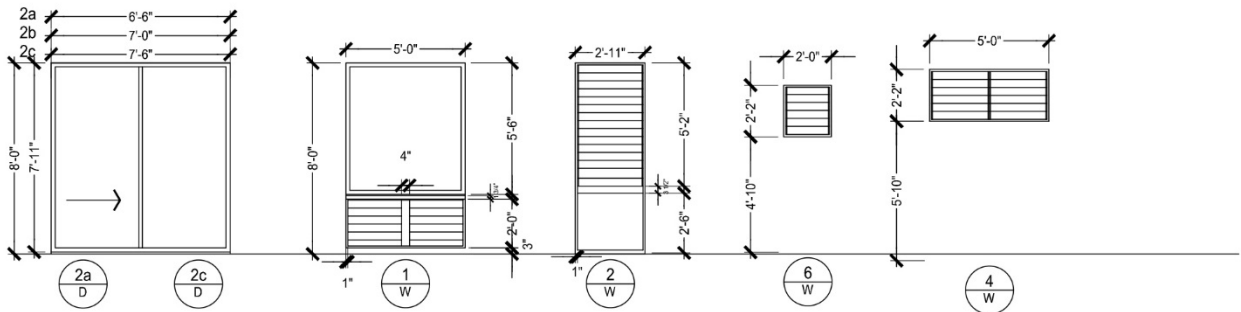
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**B**  
STACK 2,3,4,5,8,9



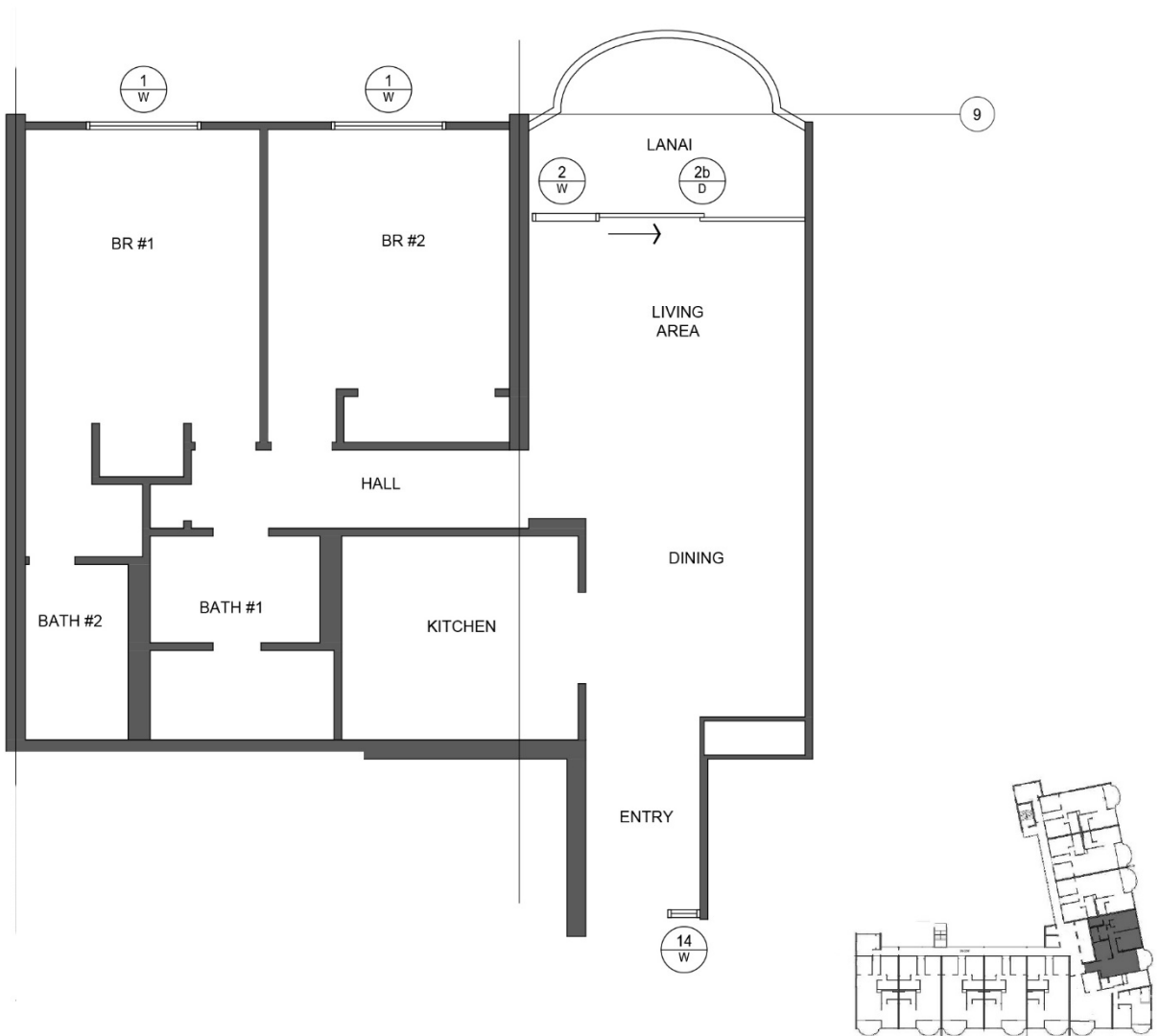
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2 KEY PLAN  
NTS



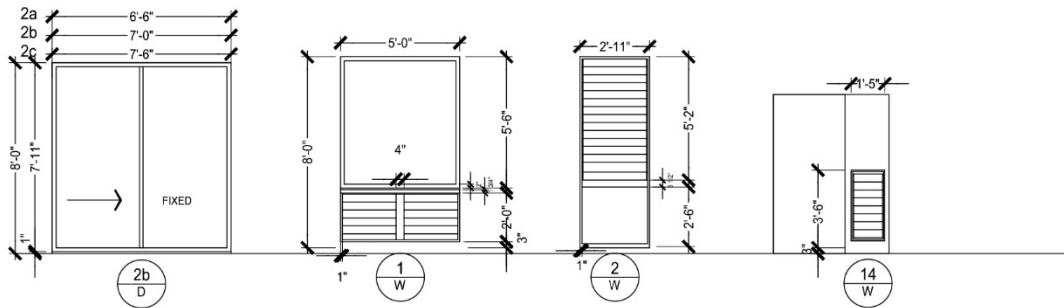
3 WINDOW ELEVATIONS - STACK 6  
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**C**  
STACK 6



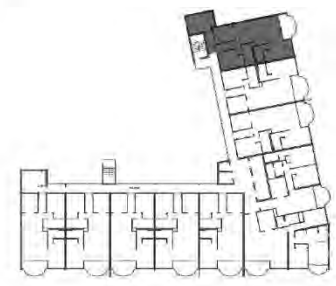
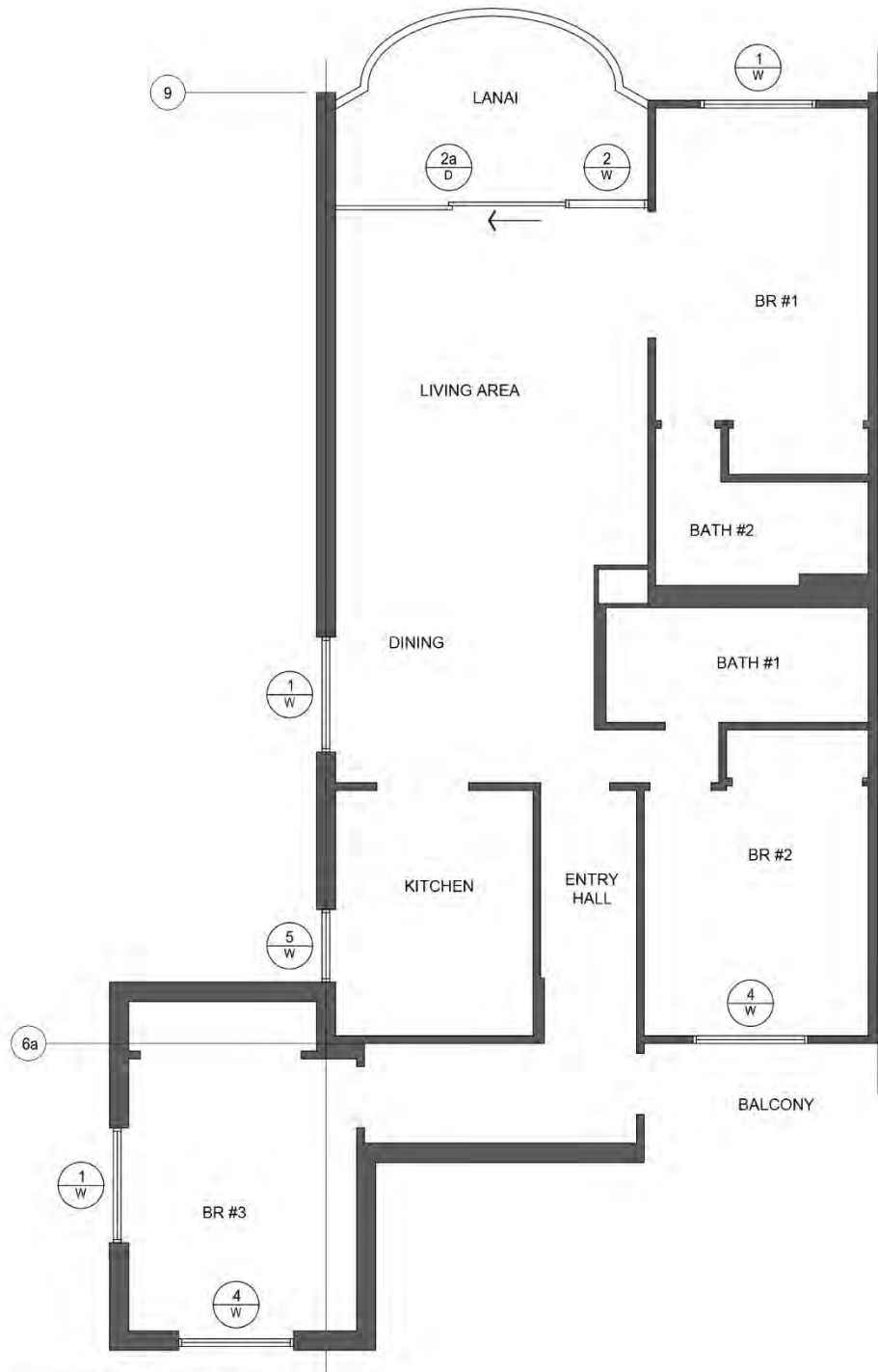
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SCALE: 1/8" = 1'-0"

2 KEY PLAN  
NTS



3 WINDOW ELEVATIONS -STACK 7  
SCALE: 1/8" = 1'-0"

**D**  
STACK 7

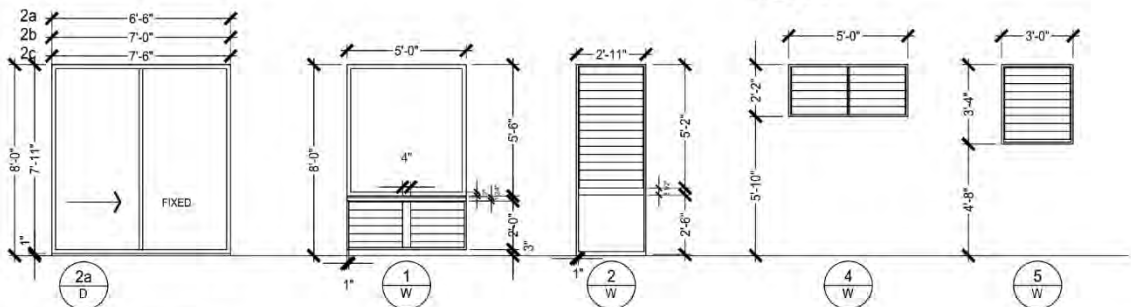


1 UNIT TYPE E PLAN

SCALE: 1/8" = 1'-0"

2 KEY PLAN

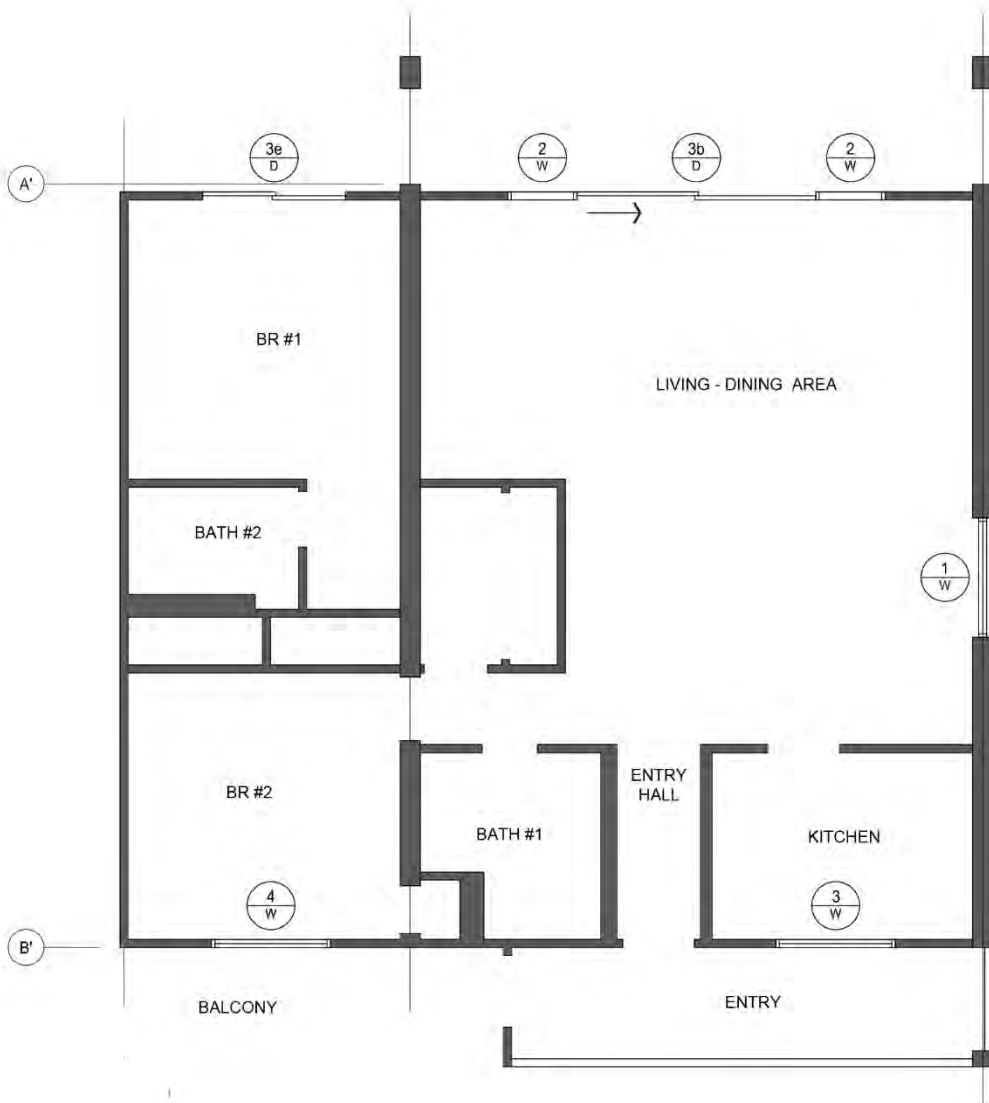
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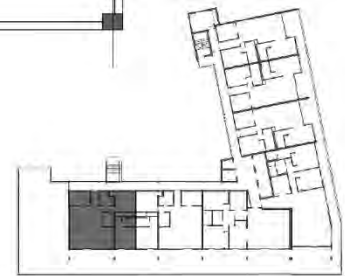
3 WINDOW ELEVATIONS -UNIT 10

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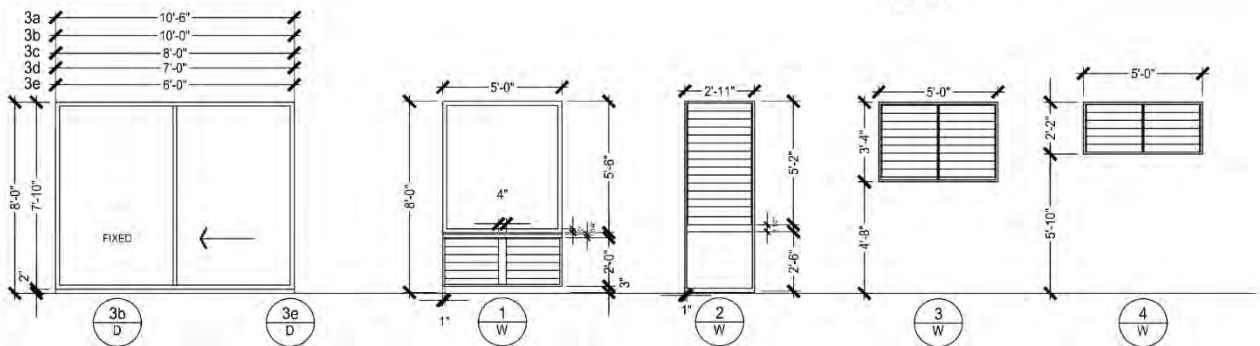
**E**  
STACK 10



1 UNIT TYPE F PLAN  
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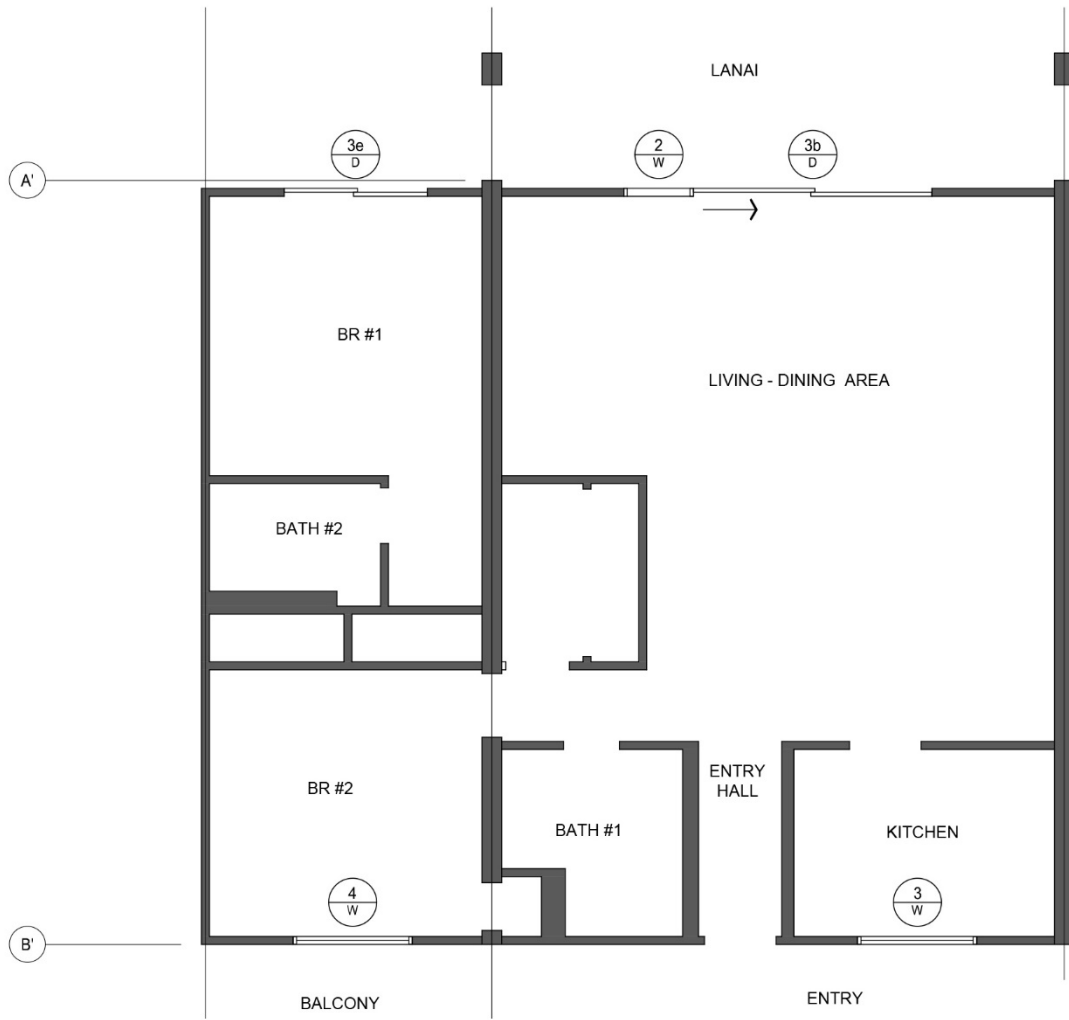


2 KEY PLAN  
NTS

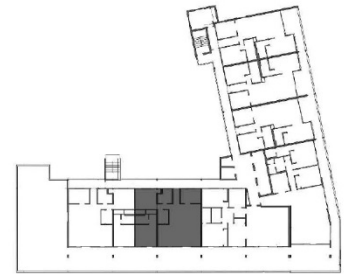


3 WINDOW ELEVATIONS - UNITS PI-1, PII-1  
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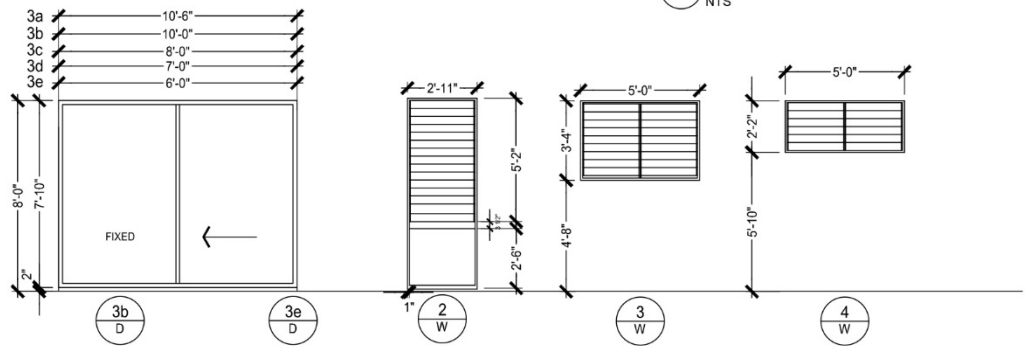
**F**  
UNITS PI-1, PII-1



1 UNIT TYPE G PLAN  
SCALE: 1/8" = 1'-0"

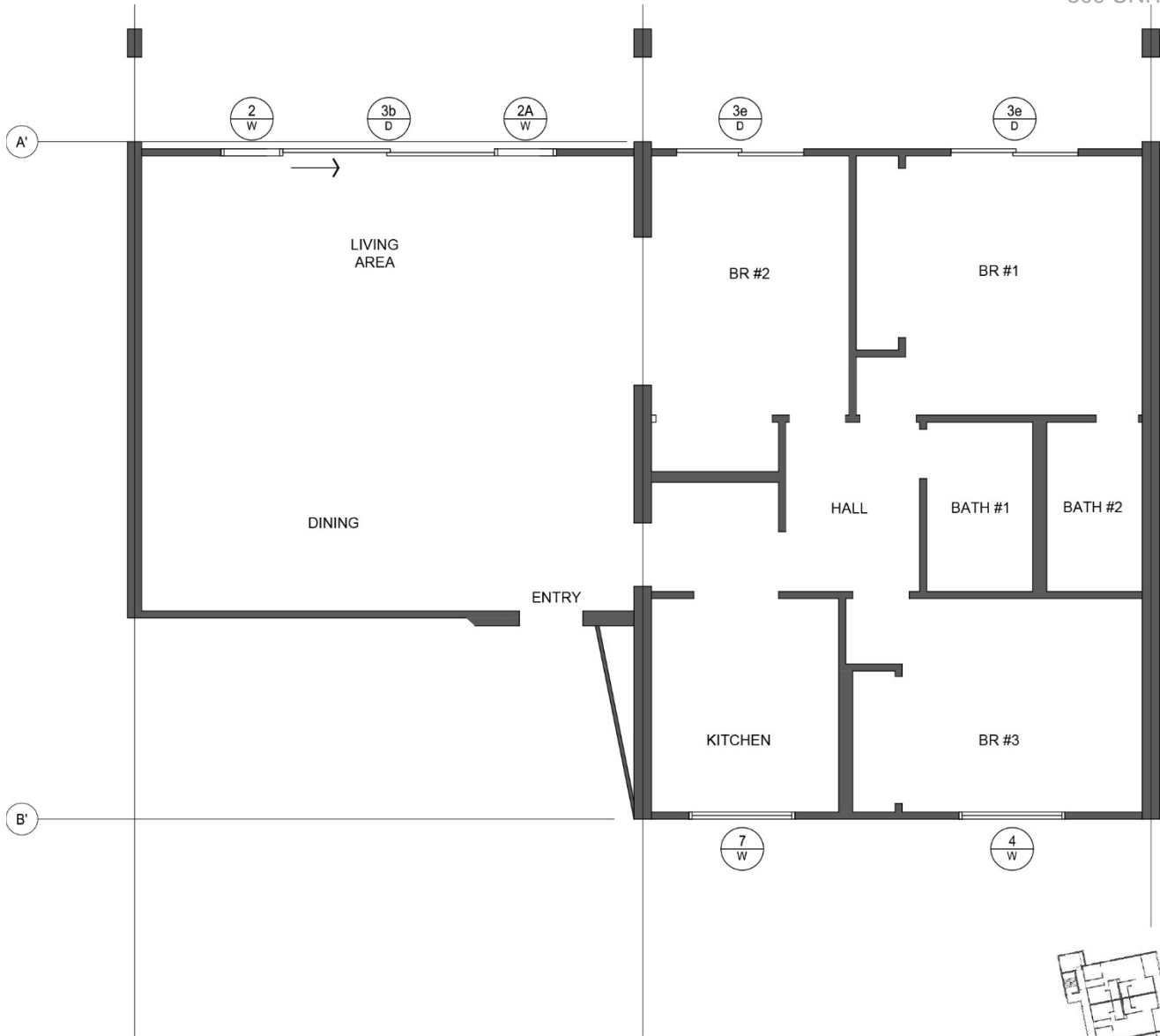


2 KEY PLAN  
NTS

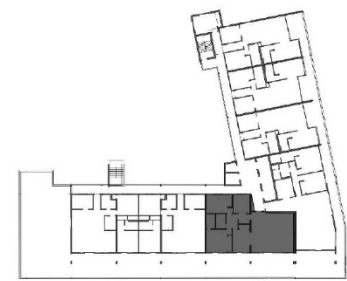


3 WINDOW ELEVATIONS - UNITS PI-2, PII-2  
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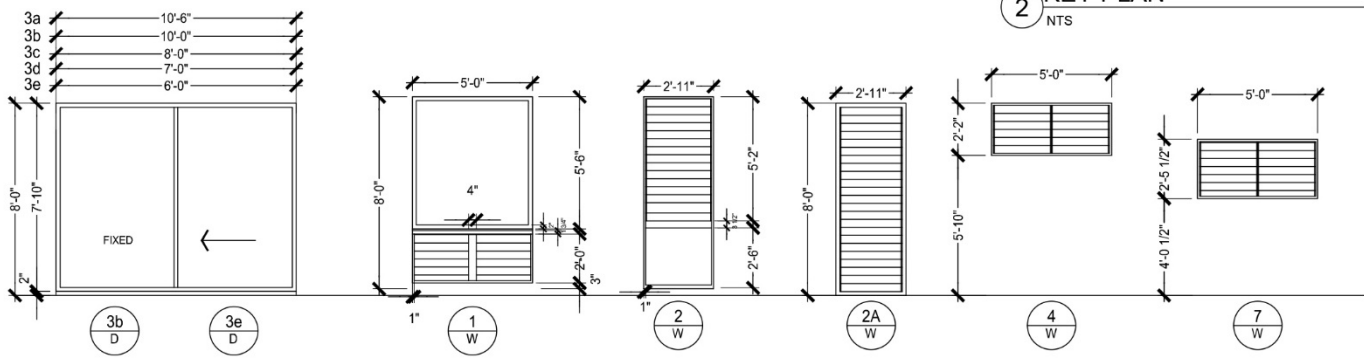
**G**  
UNITS PI-2, PII-2



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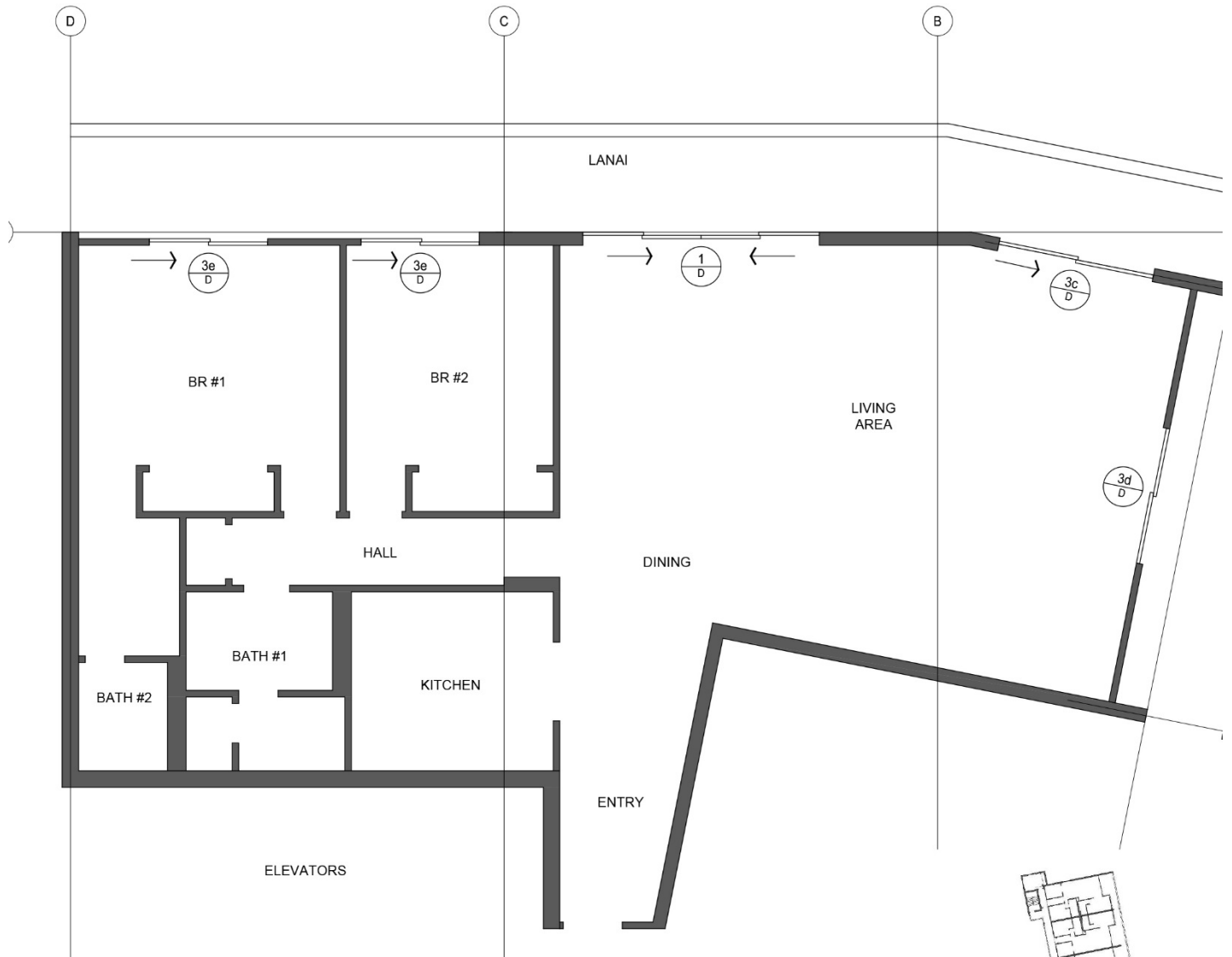


2 KEY PLAN  
NTS

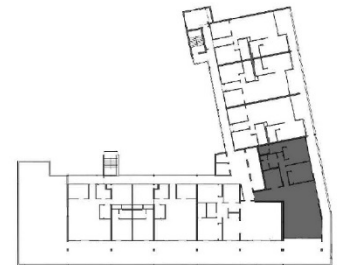


3 WINDOW ELEVATIONS - UNITS PI-3, PII-3  
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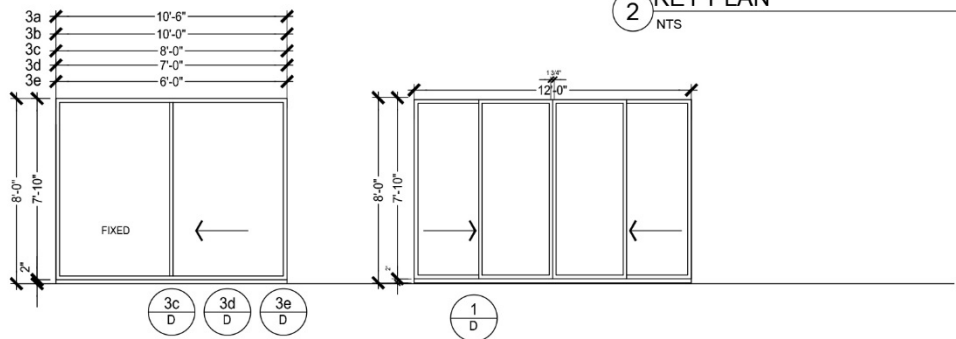
**H**  
UNITS PI-3, PII-3



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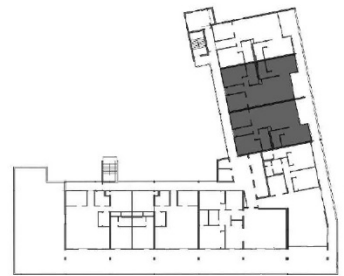
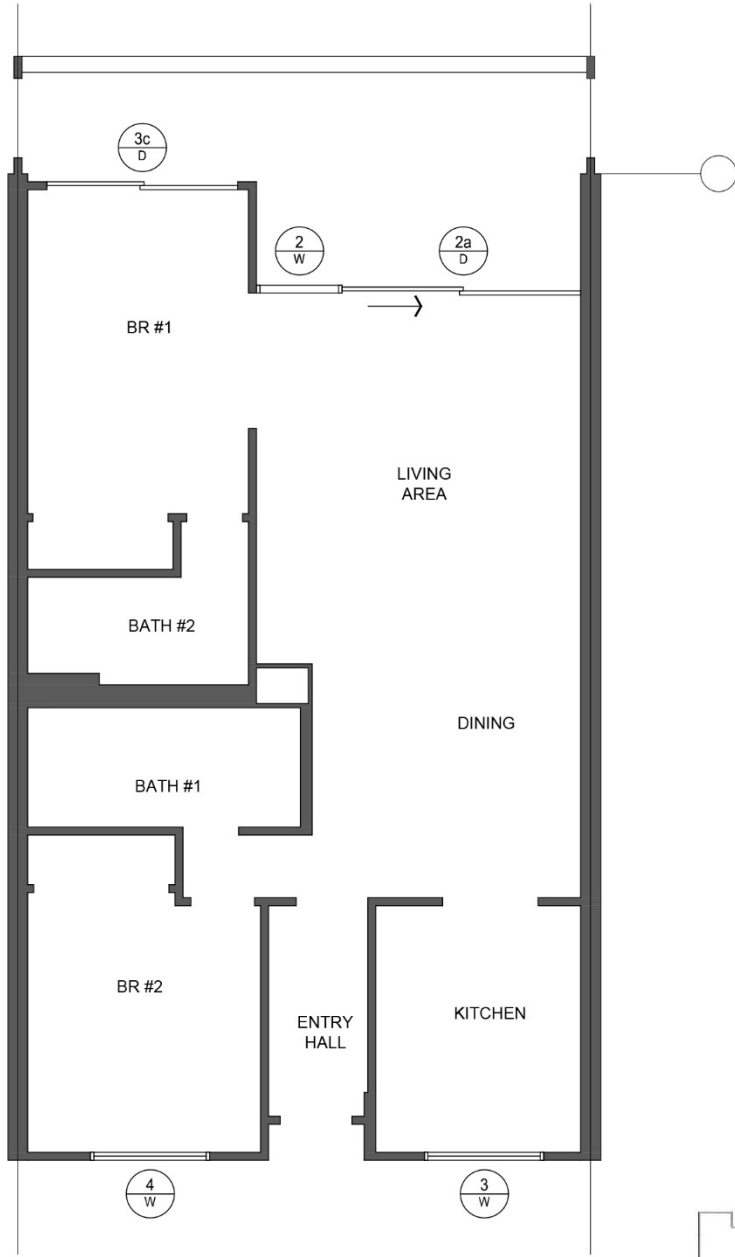


2 KEY PLAN  
NTS



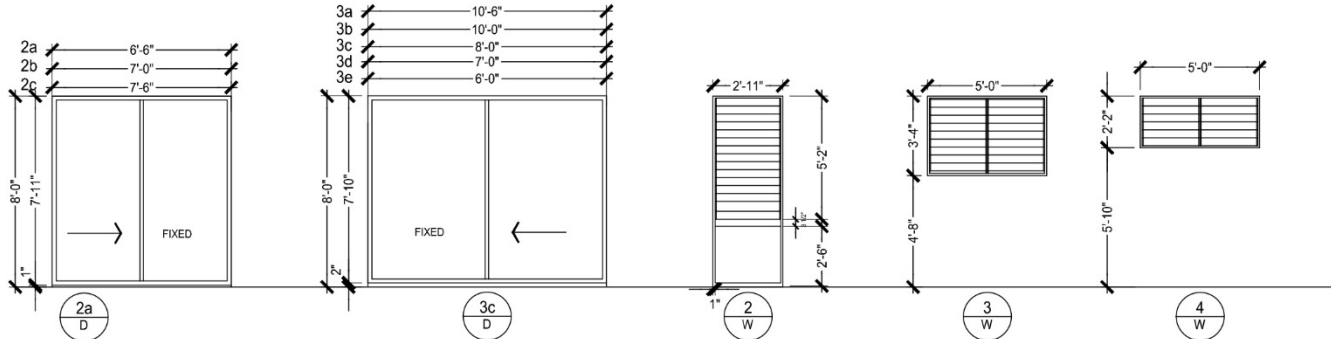
3 WINDOW ELEVATIONS - UNITS PI-4, PII-4  
SCALE: 1/8" = 1'-0"

UNITS PI-4, PII-4



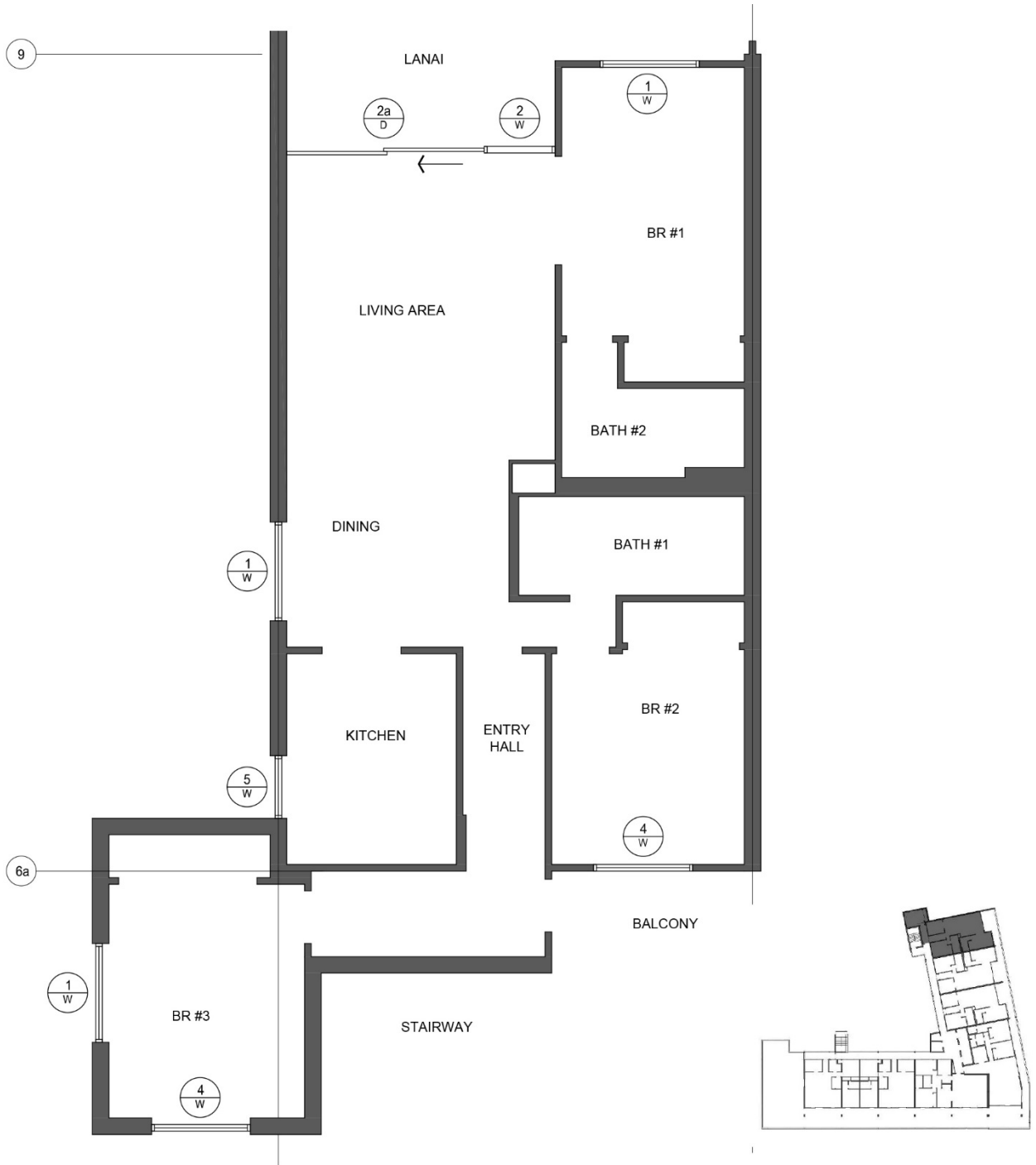
1 UNIT TYPE J PLAN  
SCALE: 1/8" = 1'-0"

2 KEY PLAN  
NTS



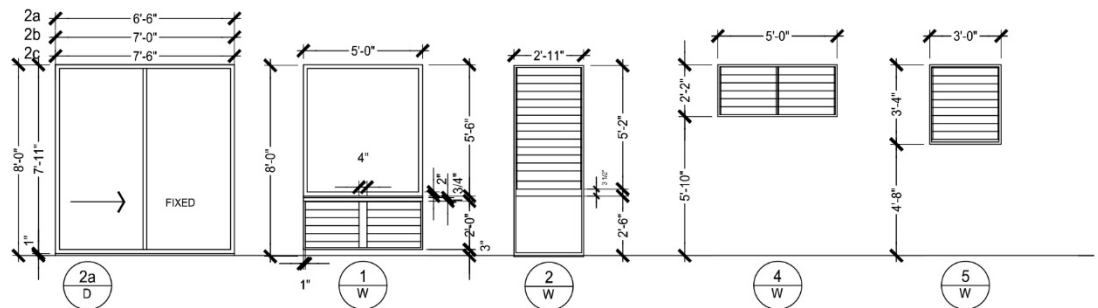
3 WINDOW ELEVATIONS - UNITS PI-5,6, PII-5,6  
SCALE: 1/8" = 1'-0"

**J**  
UNITS PI-5,6, PII-5,6



1 UNIT TYPE K PLAN  
SCALE: 1/8" = 1'-0"

2 KEY PLAN  
NTS

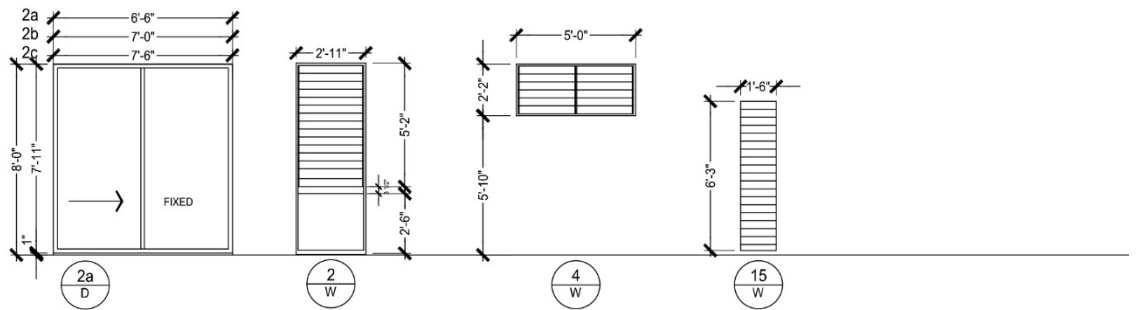


3 WINDOW ELEVATIONS - UNITS PI-7, PII-7  
SCALE: 1/8" = 1'-0"

**K**  
UNITS PI-7, PII-7



1 UNIT TYPE MGR PLAN  
SCALE: 1/8" = 1'-0"



3 WINDOW ELEVATIONS - UNIT 305  
SCALE: 1/8" = 1'-0"

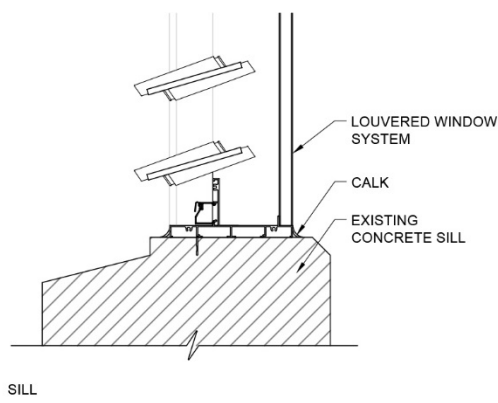
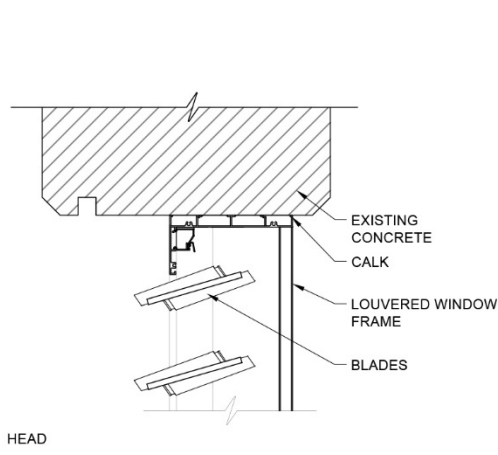
**305**  
UNIT 305 MANAGER

# 600 Typical Details

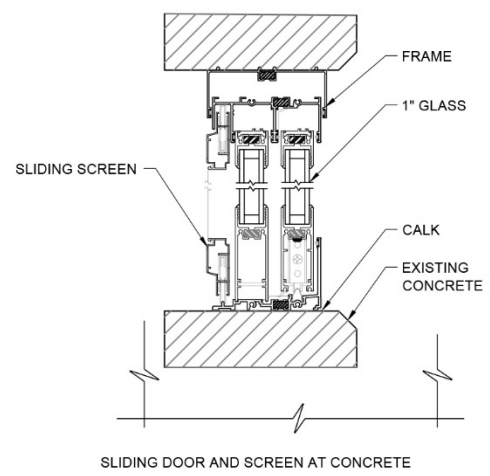
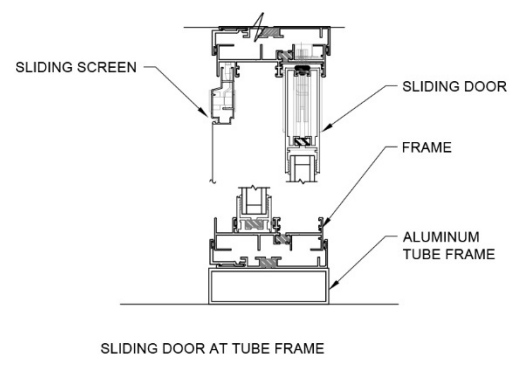
EACH SECTION OF THESE EXTERIOR GUIDELINES IS SUBJECT TO THE "IMPORTANT NOTICES" AT THE END OF THE GENERAL PROVISIONS.

## 601 Sliding Door and Window Replacement – Sliding Glass Doors and Jalousie Details

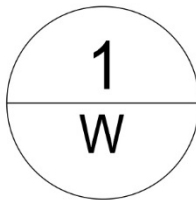
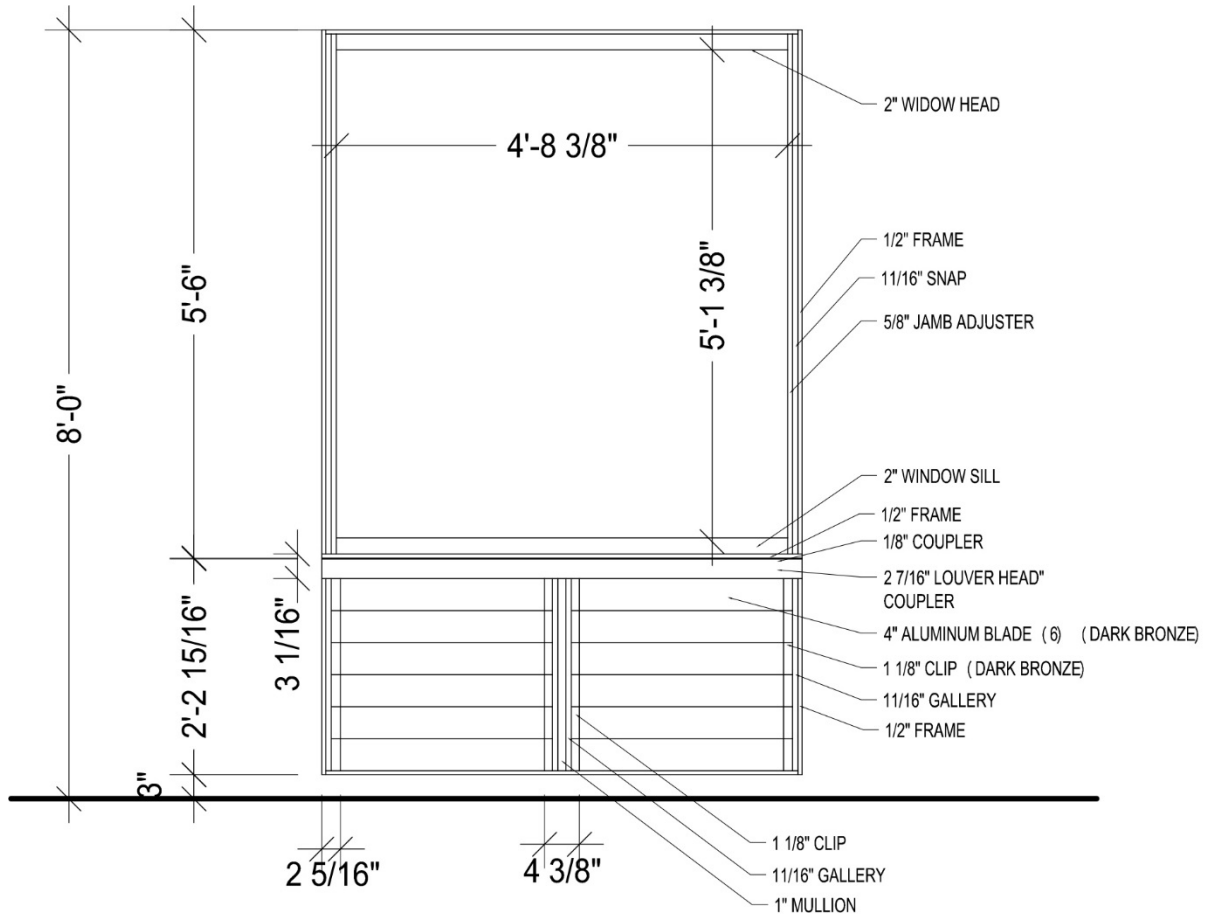
The architecture of each unit shall require an individual assessment for installation. The details below provide a typical indication with preferred manufacturer. They are used for diagrammatical purposes only. Each permit set for each individual unit may call for details which do not appear the same as the details shown below.




○ LOUVER WINDOW DETAIL  
SCALE: 1 1/2" = 1'-0"



○ ALUMINUM SLIDING DOOR DETAIL  
SCALE: 1 1/2" = 1'-0"



 BREEZWAY WINDOW ELEVATION  
SCALE: 1/2" = 1'-0"

## Glossary of Terms used by Architects and Contractors:

### GENERAL DESIGN TERMS:

**Anodized**

Anodizing is a chemical process that makes the aluminum surface harder and thicker.

**Aluminum**

A durable and easily maintained metal. Aluminum frames can help maintain firewall integrity because extruded aluminum retains its form at over 1000 degrees F.

**Blade**

Thin piece of glass or wood acting in concert with other blades to form an operable louver system.

**Coordinated**

To harmonize in a common action or effort; to work together harmoniously

**Elevation**

The external face of the building

**Glazing**

Architectural glass

**Jalousie**

The jalousie window or louver window is a window composed of parallel glass, aluminum or wooden blades set in a frame. The louvers are joined onto a track so that they may be tilted open and shut in unison to control airflow, usually by turning a crank or sliding a lever.

**Mullion**

A mullion is a vertical element which divides units of a window, door, or screen. When dividing adjacent door or window units, its primary purpose is to provide structural support.

**Proportion**

Harmonious relation, balance, symmetry.

**Refurbish**

To make clean, bright or fresh again, renovate.

**Remodel**

To remake with a new structure; reconstruct, renovate.

**Renovate**

To improve by repairing or remodeling.

**Restore**

To bring back into the original state.

**SHGC**

Solar Heat Gain Coefficient. SHGC is expressed as a number between 0 and 1. The lower a window's solar heat gain coefficient, the less heat from the sun it transmits into the interior space.

**Threshold**

Acts as a transitional piece between two different finish floor levels.

**U-Factor**

Measures the heat lost through the window or door.

**Vinyl**

Vinyl is the common name given to an advanced polymer called Poly-vinyl Chloride, or "PVC. When it comes to Windows, PVC is blended with certain chemicals that allow it to be molded and extruded into window frames, and to resist being degraded by the sun.

**VT**

Visible transmittance. The visible transmittance (VT) is an optical property that indicates the fraction of visible light transmitted through the window. The higher the value the more light is transmitted. The number varies between 0 and 1 with most double pane window values falling between 0.30 and 0.70.

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# WINDOW AND SLIDING REPLACEMENT CHECKLIST

