

DIAMOND HEAD APARTMENTS, LTD. MAINTENANCE & ALTERATION RULES

Forward

Diamond Head Apartments is a co-operatively-owned residential apartment building completed in 1958. The structure itself is of reinforced concrete, with a two-level entry and parking facility and twelve residential floors above. These floors are arranged in three wings with up to six apartments per floor. The sides of each wing are within the field of view of the adjacent wings. Open Service Lanais on the sides of each wing were elements of the building's original design. Many of these lanais have since been enclosed. Two elevators serve each floor and the lobby/parking levels. The building has a swimming pool and surrounding deck, as well as a covered Common Area lanai and a garden.

Residents of Diamond Head Apartments co-operative enjoy and wish to protect the quiet and privacy life here affords. Preservation of the building's structural, functional and aesthetic integrity, as well the enjoyment of residence, requires the cooperation and consideration of all.

The following Maintenance & Alteration Rules are effective as of the date stated below and supersede all those issued previously. All Owners are expected to be familiar with these Rules and abide by them. Owners must ensure that Contractors and Workers are aware of and abide by all applicable Maintenance & Alteration Rules and should emphasize the importance of compliance so that misunderstandings can be avoided.

The Board has instructed the Resident Manager to enforce these Maintenance & Alteration Rules and to report to the Board any repeated violations after appropriate warnings have been given.

Adopted by the Board of Directors
February, 2001; Revised March, 2004
Revised March, 2016

Owners can sign in at diamondheadapartments.com to access the Bylaws, the current Proprietary Lease, the House Rules, the Maintenance & Alteration Rules, the Owner Forms and Documents, the Fee Schedule, and the Community Directory.

MAINTENANCE & ALTERATION RULES
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A. Definitions

1 Defined Terms

- a) ACCESS LANAI. Small lanai area between gates, doors or walls abutting adjacent apartment Service Lanais.
- b) AGENT. A designated individual authorized to act on behalf of an Owner, including, but not limited to, a family member, a friend, another DHA Owner, or a real estate representative, but excluding a DHA staff member.
- c) ALTERATION. Any modification to any extent whatever of the location, integrity, form, function, or appearance of an Architectural Element or the Installation or removal of one.
- d) ARCHITECT. A person licensed to practice architecture in the State of Hawaii.
- e) ARCHITECTURAL ELEMENT. Any exterior or interior structural, functional or decorative system, material or component, excluding only soft floor, wall and ceiling finishes, window coverings, free-standing furniture and appliances, and non-permanently-attached personal property.
- f) BOARD. The Board of Directors of Diamond Head Apartments, Ltd.
- g) BOARD APPROVAL. *Written* notification indicating that Board Approval has been granted following receipt of the appropriate form or written request for a situation where the necessity for Board Approval is specified herein.
- h) COMMON AREA. Any area outside the individual units on each floor including, but not limited to, entrances, corridors, Service Centers, Access Lanais, and stairwells, as well as site, parking, and first floor amenities including, but not limited to, elevators, lanais, gardens, stairways, parking lots, ramps, the library, the pool, pool deck, and equipment, mailboxes, gates, fences, and railings.
- i) CONTRACTOR. The individual or company contracted by an Owner to perform and/or oversee a project or renovation within the confines of an Owner's apartment, or the individual or company contracted by Diamond Head Apartments, Ltd. or a group of Owners to perform and/or oversee a project in a Common Area.
- j) DESIGNATED HOLIDAYS. Each of the following New Year's Day, Presidents' Day, Good Friday, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day.
- k) DHA. The apartments and Common Area facilities known as Diamond Head Apartments or Diamond Head Apartments, Ltd. and/or the administration of same.
- l) DHA ARCHITECT. The consulting Architect retained by the Board to advise on architectural matters affecting Diamond Head Apartments, Ltd. or for other professional services.
- m) FEE. Monies, as specified on the Diamond Head Apartments, Ltd. Fee Schedule, charged to Owners at the discretion of the Board of Directors for services, deposits, or infractions stipulated in the Diamond Head Apartments, Ltd. Rules.
- n) INSTALLATION. The construction, permanent attachment, and connection in place for use or service of an Architectural Element or system.
- o) MAINTENANCE. The cleaning, Repair and preservation of the functioning and appearance of Architectural Elements, systems, fixtures or finishes.

- p) OUTSIDE. On or in front of the externally visible surface of a wall or beyond the exterior wall line, whether or not behind a lanai enclosure, and any exterior or interior Common Area.
- q) OWNER. Any person shown as a holder of record of shares of Diamond Head Apartments, Ltd., or, in the case of an entity, any person shown as a primary occupant in an assignment for estate planning purposes.
- r) REPAIR. The restoration to sound condition, without Alteration, of something having suffered breakdown, damage, or deterioration.
- s) REPLACEMENT. The substitution of something identical or closely similar in form, function, capacity, and appearance for something previously installed in the same location.
- t) RESIDENT. A collective term that applies to Owners, Occupants, Guests, Houseguests and Tenants as defined in the Diamond Head Apartments, Ltd. House Rules.
- u) RULE. A Rule or collectively the Rules contained in the Owners' Manual adopted by the Board of Directors of Diamond Head Apartments, Ltd., including the House Rules and the Maintenance & Alteration Rules.
- v) SERVICE CENTER. The area behind the elevators on each floor accessible through doors on the Ewa and Diamond Head sides.
- w) SERVICE LANAI. The portion of an apartment that was originally accessed through a grill or door opening from the Access Lanai into the apartment.
- x) SERVICE PROVIDER. A companion, caregiver, babysitter, housekeeper or other individual who provides a personal service directly to a Resident.
- y) WORK. A collective term that applies to Alteration, Maintenance, Repair or Replacement.
- z) WORKER. An individual, including, but not limited to, a Contractor, tradesperson, housekeeper, cleaner, or Service Provider, but excluding a DHA staff member, hired by an Owner or Diamond Head Apartments, Ltd. to perform Work within the building or on the premises.

B. Project and Submittal Process

2 Project Approval Requirements

2.1 Board Approval

As stipulated in [Maintenance & Alteration Rules Section 3 Project Approval Requirements](#), Board Approval is required for *certain* Work at DHA. Where Board Approval is required, the process outlined in [Maintenance & Alteration Rules Section 5 Project Process](#) must be followed.

No Work requiring Board Approval, including demolition, is to commence until both the Owner and the Contractor have signed a Contractor Acknowledgement of the Rules form and a security deposit has been paid.

Board review of Owners' requests to perform Work on their apartments is limited in scope and is primarily concerned with assuring that the proposed Work conforms to the requirements of the DHA Rules. Board Approval of Owners' requests to perform Work on their apartments does not relieve Owners of their complete and sole responsibility for complying with all applicable code and regulatory requirements as well as the DHA Rules.

2.2 Time Frame for Board Decisions

The Board Approval process includes a thorough review of drawings, specifications and samples, and, if necessary, a visit to the project site. A decision by the Board on an approval request for Alterations, and Replacements considered to be Alterations, may be made either at a regular Board meeting or, if necessary, by unanimous consent via email. In order to expedite the approval process, Owners should ensure that their submittal package has been thoroughly reviewed to ensure that all design standards have been met and all required information and documentation is in place.

To allow sufficient time for completion of the review and approval process, Owners should allow an absolute minimum of two weeks (one month is recommended for larger projects) between the time that all required drawings, specifications, samples, and information are submitted and the date of the Board meeting when a Board decision is expected.

For all but minor projects, the Board will forward the plans to the DHA Architect for review and architectural approval. This review may result in requests for additional information, provision of material samples, or re-submission of plans, which could potentially delay the approval of the project.

2.3 Final Decision on Specific Alterations or Replacements

Although every effort has been made in developing the design standards to address any Alterations and Replacements Owners may wish to make, not every condition or circumstance can be anticipated. Therefore, in certain limited cases that the Board deems compelling, Board Approval may not be granted for a proposed Alteration, or Replacement considered to be an Alteration, even though the Owner has conformed to the DHA Rules.

3 Project Approval Requirements

3.1 Approval of Maintenance or Repair

Work limited to Maintenance or Repair of an Owner's Architectural Elements does not require Board Approval. Maintenance or Repair of DHA-owned Architectural Elements within individual apartments is subject to certain Rules and may require Board Approval. For further information, refer to [Maintenance & Alteration Rules Section 8 Assignment of Responsibilities](#).

3.2 Approval of Replacements

Work limited to Replacement of an Architectural Element in an individual apartment is subject to prior verification by the Board based on submitted samples, drawings and/or specifications that the proposed Replacement meets the requirements of the term as defined herein, and complies with all applicable DHA Rules. *Where specified elsewhere in these Rules, Replacement is considered an Alteration and is subject to the requirements for such.*

3.3 Approval of Alterations

Work involving any Alteration requires Board Approval. Alterations must comply with standards set out in [Maintenance & Alteration Section 16 Design Standards](#).

3.4 Approval of Common Area Projects

Work involving any Alteration, Repair or Replacement of Common Area Architectural Elements, finishes or fixtures requires Board Approval. Any Owner-initiated addition, Alteration or Replacement of Common Area elements on the floor level of the Owner's apartment, but Outside the Owner's individual unit, also requires prior written consent of the Owners of the apartments on the

floor. For further information, refer to [Maintenance & Alteration Section 11 Responsibility for Floor Lobbies, Corridors and Lanai Common Areas](#).

4 Project Liability and Fees

4.1 Liability for Workers and Damages

Owners shall be responsible for the acts and conduct of their Workers. Owners shall be solely responsible for any damages or injuries resulting from the failure of such individuals to exercise prudence and reasonable care in the Maintenance and use of an apartment or of the DHA premises, or to conduct themselves in accordance with the DHA Rules. This responsibility is reiterated in various places within the DHA Rules.

Nothing in the DHA Owners' Manual, in the DHA Bylaws, or in any Proprietary Lease shall be construed to obligate DHA to carry insurance that would cover damage that is the responsibility of an Owner, and if any such insurance is in effect, it may provide for subrogation rights of the insurer to make a claim against the Owner or a Worker who is responsible for any damage that would otherwise be covered by DHA insurance.

4.2 Liability for Structural Soundness and Safety

Although qualified individuals designated by the Board may observe and approve Work during its progress and upon its completion, Owners are solely responsible for ensuring the soundness and quality of Work, compliance with codes and documents submitted for Board Approval and Department of Planning and Permitting purposes, and for construction and safety procedures.

4.3 Security Deposits

Prior to the start of any demolition or construction Work, Owners or groups of Owners engaging Contractors to perform Work at DHA, including Work in Common Areas at the direction of Owners, must post a security deposit with the Board to cover damages to the building or property and any infractions of the Maintenance & Alteration Rules, including those outlined on the supporting document entitled 'Rule Summary for Workers at Diamond Head Apartments'.

Security deposit Fees are listed in the Fee Schedule and are based on a percentage of the estimated cost of Work with specified minimums. When monies are deducted from the security deposit with respect to [Maintenance & Alteration Rule 4.5 Construction Timeline Infraction Fee](#), [Maintenance & Alteration Rule 4.6 Rule Infraction Fee](#), [Maintenance & Alteration Rule 4.7 Expenses for Damages and Cleaning](#), and [Maintenance & Alteration Rule 7.2 Observations Deficiencies](#), Owners will be required to replenish the deposit within 10 days of being notified of the deduction. DHA reserves the right to stop work on a project when an outstanding security deposit payment has not been received from the Owner.

Once Work is completed, deficiencies are corrected, damages are Repaired, and cleaning is complete, an accounting of deposits and deductions will be made for Board Approval. Once approved by the Board, a security deposit refund, accompanied by the accounting of deposits and deductions, will be paid directly to the Owner.

4.4 Architect Fee

As per [Maintenance & Alteration Rule 5.3 Architect Review](#), the Board may, at its discretion, request the DHA Architect to review design plans submitted for Board Approval. Owners are responsible for the DHA Architect Fees incurred for design review and site visits related to their project. These Fees will be a function of the current hourly rate charged by the DHA Architect and the number of review

and site visit hours required to review the project to the satisfaction of the Board. Architect Fees may be deducted from the security deposit if they remain unpaid.

Typically, DHA Architect time should fall within a range of 2 to 8 hours, depending upon the scope of the project Work and how many iterations of design submittal and review are required before Board Approval for the project can be granted. Submittals of Work that require extensive or repeated reviews by the DHA Architect may incur additional Fees.

4.5 Construction Timeline Infraction Fee

As per [Maintenance & Alteration Rule 5.5 Project Timeline](#), a project timeline must be submitted by the Owner. Owners, who i) exceed their original completion date without filing for and obtaining an extension, ii) do not meet their amended completion date, or iii) exceed the 12-month completion requirement stipulated in [Maintenance & Alteration Rule 5.4 12-Month Completion Requirement](#), are subject to a weekly Construction Timeline Infraction Fee as specified on the Fee Schedule. This Fee will be deducted from the security deposit.

4.6 Rule Infraction Fees

Rule Infraction Fees, as specified on the Fee Schedule, will be deducted from the security deposit.

4.7 Expenses for Damages and Cleaning

Expenses incurred as a result of damage caused anywhere at DHA by Workers will be deducted from the security deposit to the extent that such expenses are not paid by DHA's own insurance coverage. For damages covered by DHA insurance, the insurance company has the right to pursue a third party (Worker) as a means of recovering expenses associated with a claim.

Repairs required as a result of damage that is the responsibility of an Owner may be made by an Owner-designated Contractor subject to Board Approval. The Owner remains responsible for the Repair expenses incurred and Board retains final approval of the acceptability of Work.

Upon completion of Work in an apartment or at any time before, the Resident Manager may deem it necessary for Common Area elements or finishes (generally walls and carpets) that have sustained damage or require cleaning as a result of Work being done on the behalf of an Owner to be cleaned, painted, refinished, Repaired or Replaced. Such expenses will be deducted from the security deposit.

5 Project Process

5.1 General Flow of Project

Owners will likely benefit from reviewing the Construction & Alteration Checklist when preparing their documentation for Board Approval as it provides a listing of items the Board will consider during the approval process. This form is available on the DHA website.

All Owner submittals shall be made to the Resident Manager who will review the documentation and forward it to the Board. As applicable, the project process consists of the following:

- a) Submittal by Owner of an Apartment Construction & Alteration Request for Board Approval form, along with the required drawings, specifications and samples. The proposed start date, estimated completion date, estimated cost of project, and estimated damage deposit section of this form must be completed before Board Approval will be granted.
- b) Review of the submittal by Resident Manager to ensure that all information required to evaluate whether plans comply with the DHA Rules has been received.

- c) Board review of the submittal package to determine if DHA Architect involvement is required.
- d) Review, if applicable, of the submittal package by the DHA Architect and, as required, visits to the apartment where Work is planned.
- e) Notification to Owner of requirements for further information or for correction of deficiencies related to DHA Rules.
- f) Submittal of the DHA Architect's recommendation to the Board for consideration and approval.
- g) Board decision to approve or disapprove and written notification of the decision to Owner.
- h) Submittal of a project timeline for Board Approval, which will become the governing timeline for the project.
- i) Submittal, as applicable, of approved permit plans (if different from those initially submitted to DHA), Contractor's statement listing the Contractors who will be doing each phase of Work, Contractor licenses and proof of insurance, and copies of the building and demolition permits.
- j) Signing of the Contractor Acknowledgment of Rules by a DHA Representative, the Owner and the project Contractor and distribution of Maintenance & Alteration Rule Section E to the project Contractor.
- k) Observation of the progress of Work, by qualified individuals designated by the Board, at specified intervals or when concerns arise, to ensure Rules and safety standards are being met, and/or if Work is, in general, conforming to the submitted plans and specifications.
- l) Notification to the Owner when and by whom observations of Work have been completed.
- m) Communication with Board, Owner and Contractor in the event deficiencies or concerns arise during observation of Work in progress.
- n) Upon project completion, observation, by qualified individuals designated by the Board, to ensure Work conforms to approved plans and is in compliance with the requirements of the DHA Rules.
- o) A full accounting of security deposit(s) and assessed deductions followed by return of Board approved security deposit balance to the Owner.

5.2 Local Agent

Owners, whose primary residence is outside of North America or whom, at the Board's discretion, the Board so specifies, are required to designate an Agent on Oahu to be the Owner's on-island project representative for the term of the project. The Agent may not be the Contractor responsible for the project.

During the term of the project, the Agent will become the DHA contact with respect to all matters and concerns relating to the project including, but not limited to, access, safety, timelines, materials, observations and Workers. The Owner will be notified in writing if, at any time, the Agent does not respond to a DHA inquiry within 30 days. At the Board's discretion when circumstances warrant, the Board may request that the Agent appointed by the Owner be replaced.

Any action or non-action by the appointed Agent does not negate the Owner's liability for Workers and damages. The Owner is solely responsible for the transfer of information between the Agent and the Owner.

5.3 Architect Review

The Board, at its discretion, may request the DHA Architect to review submitted design plans and samples. This review may include visits to the site both prior to commencement of Work and while Work is in progress. For further information, refer to [Maintenance & Alteration Section 6 Submittal Requirements](#).

The DHA Architect's review of submitted plans is, in general, limited to an assessment of whether the proposed Work conforms to the requirements of the DHA Rules relating to Architectural Elements and systems. A recommendation by the DHA Architect that Board Approval be granted to an Owner's request to perform Work described in submitted plans does not constitute a certification that Work conforms to code or regulatory requirements, or address issues such as the practicality or feasibility of the plans.

As specified in [Maintenance & Alteration Rule 4.4 Architect Fee](#), Owners are responsible for the DHA Architect Fees incurred for design review and site visits related to their project.

5.4 12-Month Completion Requirement

Owners are expected to arrange for the expeditious completion of Work in order to minimize the impact of construction activities on other Residents. A Work completion date, whether the original date specified on the *governing project timeline* required under [Maintenance & Alteration Rule 5.5 below](#), or an approved extension thereof, cannot be more than 12 months from the date of Work commencement specified on the *governing project timeline*.

5.5 Project Timeline

A project timeline must be submitted to the Board by the Owner within seven days of i) receiving Board Approval for the project, or ii) obtaining the building permit for the project, whichever last occurs, and **prior to commencement of any Work** covered by the building permit. This timeline, once approved by the Board, shall become the *governing project timeline*. The date of Work commencement on the project timeline is to be the first day that demolition Work, if any, was undertaken on the project even though the project timeline may not have been submitted at this time.

The project timeline should include the date of Work commencement, whether it be demolition or construction Work, and estimated completion dates for the various stages of construction as applicable including, but not limited to, demolition completion, exterior doors and windows Installation, wall and ceiling close-up, and completion of all project Work.

The *governing project timeline* should be reviewed at least 30 days prior to the Work completion date noted thereon. If the specified Work completion date will not be met, Owners are responsible for amending the Work completion date on the *governing project timeline*. This amendment must be submitted for Board Approval and must be accompanied by a written explanation of the reason for the delay. Once approved by the Board, this amendment becomes the final Work completion date on the *governing project timeline*.

As specified in [Maintenance & Alteration Rule 4.5 Construction Timeline Infraction Fee](#), Owners, who i) exceed their original completion date without filing for and obtaining an extension, ii) do not meet their amended completion date, or iii) exceed the 12-month completion requirement, are subject to a Construction Timeline Infraction Fee.

5.6 Building Permits

In addition to Board Approval, Work may require a building permit issued by the City and County of Honolulu Department of Planning and Permitting. In general, at this printing, a permit is required for

i) removal or construction of walls, ii) Repair Work, that does not affect electrical, plumbing or mechanical Work, involving Replacement in excess of \$1,000, iii) all electrical Work except Repair Work up to \$500, and iv) all plumbing Work except Repair Work up to \$1,000. A permit is not required for painting, cabinetwork, floor covering projects or appliance replacement. The Owner is responsible for determining if a permit is required and for ensuring that one is obtained before the commencement of Work.

Owners are responsible for providing the Resident Manager with a copy of all building and demolition permits issued for Work at DHA. Prior to the commencement of any Work related to a permit and during the progress of Work, the original copy of all building and/or demolition permits must be posted on the construction site in a conspicuous place.

5.7 Permit Plans and Designation of Contractors

Owners are responsible for providing the Resident Manager with a copy of the approved permit plans (if different from those initially submitted for Board Approval) and the Contractor's statement listing the Contractors who will be doing each phase of Work. This documentation must be submitted before commencement of any Work related to the permit plans.

An Owner may not be shown as an "Owner-builder" or "Contractor" on a Contractor's statement submitted as part of a permit application for Work at DHA nor may an Owner act as such without prior Board Approval, any exception in law or regulation notwithstanding.

5.8 Contractor Licenses and Insurance

Contractors engaged to perform Work at DHA of a type for which the State of Hawaii requires licensure must be currently licensed to perform such Work and be in good standing with the Hawaii Contractors License Board, whether or not Work requires Board Approval or a building permit. The Resident Manager maintains a list of building trades requiring licensure. For Work that is sufficiently extensive to require a building permit, Owners must ensure that the Resident Manager receives a copy of the Contractor License and Proof of Insurance.

5.9 Observation of Work

Qualified individuals designated by the Board will observe Work on the project at intervals during construction, and in all cases upon project completion, to assess whether Work has, in general, been completed in conformity with the drawings, plans, specifications, samples and other information and conditions on which Board Approval was based.

Qualified individuals designated by the Board will arrange for site visits to observe Work in place upon notification of problematic Work, or unsafe procedures or practices.

Owners will be notified when observations of Work are completed and which individual was responsible for their completion. Any deficiencies found during such observations will be handled in accordance with [Maintenance & Alteration Rule 7.2 Observation Deficiencies](#).

Observation during construction, and upon completion of Work, is primarily for the purpose of evaluating compliance with the requirements of the DHA Rules and does not constitute an exhaustive assessment of quantities or quality, or relieve Owners from their responsibility for construction procedures and practices, safety measures, or conformance to applicable building codes.

5.10 Forms

Maintenance & Alteration forms are available on the DHA website.

- a) **CONTRACTOR ACKNOWLEDGEMENT OF RULES.** This form is executed to provide acknowledgement that Contractors and Workers will adhere to the Maintenance & Alteration Rules provided with the acknowledgement.
- b) **CONSTRUCTION & ALTERATION REQUEST FOR BOARD APPROVAL.** This form must be submitted for Board Approval before commencement of any construction projects requiring such approval.
- c) **CONSTRUCTION & ALTERATION CHECKLIST.** This form is used to track the progress of construction and renovation projects approved by the Board.
- d) **CONSTRUCTION & ALTERATION DEPOSIT RECEIPT.** This form provides record of deposits, deductions and refunds relating to construction projects approved by the Board.

6 Submission Requirements

6.1 Preliminary and Final Project Submittals

All submittals by Owners should be made to the Resident Manager who will direct the documentation to the appropriate party.

Projects involving significant removal or construction of walls require two submittals: a preliminary submittal outlining the conceptual design and a final submittal including all the plan details. This procedure allows for review of the project conceptual design for conformity to DHA Rules and for a determination to be made on its acceptability before costs for completion of fully developed construction documents are incurred.

Projects of more limited scope, such as Replacement of sliding glass doors, generally require only one submittal. However, at the discretion of the Owner, a preliminary submittal may be made for such projects.

6.2 Drawing and Specification Submission

Conceptual design drawings can be submitted as preliminary submittals. Final submittals shall include (unless inapplicable to the project):

- a) a fully completed, signed Apartment Construction & Alteration Request for Board Approval;
- b) detailed design drawings and specifications including a floor plan and exterior elevations showing, among other things, compliance with the DHA standards outlined in these DHA Rules;
- c) drawings required for the building permit application;
- d) samples of proposed materials visible from the Outside;
- e) Replacement of the main water valve;
- f) water heater specifications and location;
- g) location of laundry equipment and the laundry water shut-off valve;
- h) air conditioning plans, component specifications and details, and electrical meter location;
- i) any proposed electrical panel relocation/Replacement and specifications.

6.3 Drawing and Specification Preparation

Drawings and specifications may be prepared by anyone legally qualified and competent to do so for such a project, but must be completed to a professional standard. Working with an established Architect or interior designer is recommended except for the simplest projects or those involving only strict Replacement of existing elements, and even then, the services of an Architect or interior designer may be advisable.

6.4 Drawing and Specification Requirements

Drawings and specifications submitted must be appropriate for the scope of Work proposed and must clearly identify existing conditions and proposed changes. Final drawings and specifications submitted for Board Approval must be complete to an extent sufficient to show that the proposed Work complies with the DHA Rules requirements.

Any project involving removal or construction of walls requires a floor plan at 1/4" = 1'-0" scale or larger showing, within and surrounding the area of intended Work, the existing exterior and interior walls, doors, windows, built-in cabinets, fixtures, major appliances including any air conditioning systems and equipment.

Where any Work will be visible from Outside, the drawings must include accurate exterior elevations of the applicable wall planes extending, when possible, two floors above and two floors below the floor of the apartment where Work is planned. Interior elevations and wall sections may also be required.

Projects of more limited scope generally will require at least "shop drawings" (i.e. drawings prepared for shop fabrication or assembly purposes).

Drawings required for a building permit generally include as a minimum: a plot plan showing the property boundaries and building outline (even though the intended Work involves only an apartment within); a floor plan of the whole apartment with room identification; and a detailed plan of the area of Work. Specific requirements are determined by the City and County of Honolulu Department of Planning and Permitting.

6.5 Samples Submission

Samples of proposed materials that will be visible Outside must be submitted with the required documentation. For further information, please refer to [Maintenance & Alteration Rule 16.2 Similarity to Existing Elements](#), [Maintenance & Alteration Rule 16.7 Window Coverings and Lanai Shading Devices](#), and [Maintenance & Alteration Rule 16.14 Lanai Floor Covering Requirements](#).

6.6 Additional Submittal Requirements

Additional drawings, specifications, samples and other information may be required if what has been submitted is deemed insufficient for a decision by the Board.

7 Deviation from Approved Plans, Specifications and Conditions

7.1 Approved Plans

Board Approval and any accompanying conditions are based on and specifically refer to the latest versions of plans, specifications, samples and other materials that have been submitted to the Board.

7.2 Observation Deficiencies

When Work is observed as outlined in [Maintenance & Alteration Rule 5.9 Observation of Work](#) and deficiencies are found, the Contractor will have the option to efficiently address any noted concerns. If such concerns are not addressed in a timely manner, the Owner will be notified in writing and the noted deficiencies must be corrected forthwith. Any deficiencies observed at the completion of the project that are not dealt with within 30 days of the written notice to the Owner may be remedied by a Contractor hired by DHA with the expenses for such remedial Work being deducted from the security deposit.

7.3 Responsibility for Deviation from Approved Plans

The Board, at its sole discretion, may require any deviation from DHA Rules discovered as Work progresses, or at any time following completion of Work, to be corrected at sole expense of the current Owner regardless of whether the current or a previous Owner was responsible for the deviation.

C. Responsibility for Architectural Elements

8 Assignment of Responsibilities

8.1 Responsibility for Apartment Interiors

Owners are responsible for the Maintenance, Alteration, Repair and Replacement of Architectural Elements in the interior of their apartment, including interior walls, the surface finishes of apartment demising walls, suspended ceilings, floor finishes, plumbing and electrical fixtures and fittings, appliances, and air conditioning units, except as noted in [Maintenance & Alteration Rule 8.2](#) below. Service lanais enclosed with sliding glass windows are considered part of the apartment interior for the purposes of assigning responsibility.

8.2 Responsibility for Common Area Amenities and Architectural Elements

DHA is responsible for the Maintenance, Alteration, Repair and Replacement of original and DHA-installed Common Area amenities and Architectural Elements as noted below:

- a) Parking, site and first floor features, amenities and Architectural Elements including, but not limited to, gardens and planters (landscaping), upper and lower parking lots (paving), ramps, stairways, lanais, the library, the pool, pool deck and equipment, mailboxes, gates, fences, and railings.
- b) The building structure including concrete floors, walls, structural framework, originally existing wood ventilation louvers, stairs, and concrete and steel lanai railings. These Architectural Elements are the property and the Repair and Maintenance responsibility of DHA. Concrete elements are subject to the restrictions noted in [Maintenance & Alteration Rule 21.16 Concrete Work](#).
- c) Architectural Elements on apartment floors Outside apartment spaces including Common Area corridors, lobbies, fixtures, and finishes (unless modified by Owners), exterior corridor doors, and original lanai grilles and gates. For further information, refer to [Maintenance & Alteration Rules Section 11 Responsibility for Floor Lobbies, Corridors and Common Area Lanais](#).
- d) Exterior finishes and roofing.
- e) Original and DHA-installed systems including elevators and elevator equipment, plumbing, ventilation, electrical wiring, pipes, conduits, ducts, and equipment serving more than one apartment in the building.

Some parts of these systems interior to apartment spaces are the property of DHA and are subject to restrictions as specifically noted in the DHA Rules.

- f) Rainwater Drainage System: DHA is responsible for rooftop drains and the original enclosed piping for the rainwater drainage system that runs through apartment Service Lanais. Owners are responsible for the Maintenance (and Repair and Replacement, if modified by the Owner) of rainwater leaders and the cross lanai drains on Service Lanais interior to the apartment's demised area.

8.3 Responsibility for Eyebrow Awnings

Owners are responsible for the Maintenance, Repair or removal of the eyebrow awning and its support frame relating to their apartment. This responsibility was transferred from DHA to Owners at the time the optional removal of eyebrow awnings came into affect. For further information, refer to [Maintenance & Alteration Rule 10.3 Lanai Shading Devices](#).

8.4 Responsibility for Items Installed by Owners

Anything installed by or at the direction of a present or previous Owner or other occupant of an apartment becomes the responsibility of the present Owner, subject to any exceptions as noted in the DHA Rules.

8.5 Responsibility for Specific Architectural Elements

Owner and DHA responsibilities for specific Architectural Elements are further detailed below. Standards for specific Architectural Elements can be found in [Maintenance & Alteration Rules Section 16 Design Standards](#) and must be strictly adhered to during Alterations or Replacements considered to be Alterations.

9 Responsibility for Windows and Doors

9.1 Sliding Glass Doors, Sliding Glass Windows and Jalousie Windows

Sliding glass doors, sliding glass windows and jalousie windows are the Maintenance responsibility of the Owner.

Any existing sliding glass door, sliding window or jalousie frame, glazing or tinted film may remain in place as long as it is maintained and may be Repaired if required.

Sliding glass doors may be Replaced provided they are not relocated to locations other than the original. *Replacement will be considered an Alteration and is subject to the requirements for such.*

Sliding glass and jalousie windows may be Replaced, removed or Installed in apartment Service Lanais, kitchens, and baths. *Replacement will be considered an Alteration and is subject to the requirements for such.*

A sliding window and lower jalousie assembly in a bedroom on a Service Lanai may be removed and a new sliding glass door unit installed within the upper and lateral limits of the existing combined opening and extending to the floor. *This Replacement will be considered an Alteration and is subject to the requirements for such.*

9.2 Original Glazing and Window Hardware

Glazing Replacement in original sliding glass doors and in original bedroom windows is the responsibility of the Owner unless the need arises from circumstances not within the Owner's control (including hurricanes, earthquakes, and other acts of God) in which case it is the responsibility of DHA. Maintenance of tracks, frames, locks, weather-stripping and the like are the responsibility of the Owner.

9.3 Other Glazing and Window Accessories

Glazing Replacement and Maintenance of every component of all other windows and lanai shading and enclosure systems are the responsibility of the Owner.

9.4 Window Coverings

Window coverings are the Maintenance responsibility of the Owner and may be may be Repaired, Replaced, removed or Installed. For further information, refer to [Maintenance & Alteration Rule 16.7 Window Coverings and Lanai Shading Devices](#). For shading devices on any living area lanai or any Service Lanai, refer to [Maintenance & Alteration Rule 10.3 Lanai Shading Devices](#).

9.5 Entry Doors and Frames

The entry doors to each apartment and their frames are the Maintenance responsibility of the Owner. Original metal-grill gates at Service Lanai entrances and the accompanying frame are the Maintenance responsibility of DHA, except for changing locks, which is the responsibility of the Owner. *Replacement may be considered an Alteration and may be subject to the requirements for such.*

10 Responsibility for Lanais

10.1 Service Lanais

Unenclosed Service Lanais are the Maintenance responsibility of the Owner, except for painting which is the Maintenance responsibility of DHA, and Service Lanai drains and rainwater leaders for which responsibility is specified in [Maintenance & Alteration Rule 10.2](#) below. Service lanais enclosed with sliding glass windows are considered to be part of the apartment interior and as such are the responsibility of the Owner.

10.2 Service Lanai Drains and Rainwater Leaders

The trough drains running across Service Lanais, through-floor drains, wall-mounted rainwater leaders (downspouts) and through-parapet wall drains, where they occur, are a part of the roof and Service Lanai rainwater drainage system and their integrity must be maintained. These Architectural Elements are the Maintenance responsibility of the Owner. To prevent overflow problems, Service Lanai floor drains must be kept accessible, and must be checked and cleaned on a regular basis to ensure proper functioning.

Air conditioners, washing machines, or other equipment may not discharge into the Service Lanai drainage system. All wastewater generated by appliances, air conditioning units or similar equipment must discharge into a sanitary waste line.

For additional considerations in the case of Service Lanais that have been or are to be enclosed, refer to [Maintenance & Alteration Rule 16.9 Enclosure of Service Lanais](#).

10.3 Lanai Shading Devices

Any existing shading devices or enclosure systems are the Maintenance responsibility of the Owner, and may remain in place as long as they are maintained and may be Repaired if required. Roll-up fabric shades or sliding wooden louver panels on any living area lanai or any Service Lanai may be Replaced, removed or Installed. Roll-up metal shades may be removed. *Replacement and Installation will be considered an Alteration and is subject to the requirements for such.* For further information, refer to [Maintenance & Alteration Rule 16.7 Window Coverings and Lanai Shading Devices](#).

Eyebrow awnings, including their support frames, are the Maintenance responsibility of the Owner, but the determination of a need for Work on them may be made by the Board, which reserves the right to arrange for this Work to be done and the cost billed back to the Owner. Eyebrow awning canvas must remain in place, or be Repaired or Replaced as necessary. *Support frame Removal will*

be considered an Alteration and is subject to the requirements for such. Specifications for the removal of eyebrow awning support frames can be obtained from the Resident Manager.

10.4 Owner-Installed Lanai Floor Coverings

Owner-installed lanai floor coverings including tile are the Maintenance responsibility of the Owner. Owners should note that any Owner-installed floor coverings may have to be removed at the expense of the Owner if DHA determines it is necessary for the proper Maintenance of the building (e.g. for the Repair of spalled concrete). *Replacement will be considered an Alteration and is subject to the requirements of such.*

11 Responsibility for Floor Lobbies, Corridors and Lanai Common Areas

11.1 Common Areas

DHA is responsible for floor lobbies, corridors, Service Centers, and Access Lanais as follows:

- a) Maintenance, Repair and Replacement of originally-installed light fixtures;
- b) Light bulb Replacement except where Owner-installed fixtures require specialty bulbs;
- c) In-house, normal fixture, carpet and wall cleaning;
- d) Cleaning and control of insect and termite infestations;
- e) Painting, except for areas where Owner-supplied specialty paints and/or designs have been used;
- f) Maintenance and Repair of Access Lanai concrete, grilles and original gates, and exterior doors.

11.2 Alteration of Apartment Floor Common Areas and Amenities

Any Alteration of apartment floor Common Area finishes and fixtures and/or Installations of furniture or artwork must comply with fire and building code requirements and the restrictions outlined in the DHA Rules. Owners may add, Alter and/or Replace artwork and free standing furniture in the lobby and/or corridor of an apartment floor without Board Approval.

With Board Approval and written consent of the Owners on the applicable floor (as defined in [Maintenance & Alteration Rule 11.3](#) below), Owners on a floor may, at their sole expense, Alter or Replace existing soft floor, wall and ceiling finishes, and lighting fixtures.

If Work is limited to repainting of existing Common Area lobbies and/or ceilings, Owners on that floor may select new paint color(s) at no cost provided prior written consent from the Owners and Board Approval has been obtained.

11.3 Owner Consent and Responsibility for Common Area Alterations

“Written Consent of the Owners on a floor” will be determined by the number of Owners (joint Owners of an apartment being treated as one Owner), and not by the number of Shares in the Association owned by an Owner, and will be deemed to have been obtained if: a) all Owners, or all Owners except one, have consented in writing; or b) when there are six Owners on the floor and all Owners, except two at most, have consented in writing.

Unless they agree otherwise, the consenting Owners shall equally bear the costs of any such proposed addition, Alteration, or Replacement. In no event shall a non-consenting Owner be required to bear any portion of the cost of any such addition, Alteration, or Replacement.

If Owners have added, Altered or Replaced any element of the lobby or corridor on an apartment floor, thereafter Owners who consented to such addition, Alteration or Replacement (and all subsequent Owners on the floor), will be solely responsible for Maintenance (if any is required

beyond normal dusting and cleaning), Repair, and, if the Board deems it reasonably necessary, Replacement of any element that has been added, Altered, or Replaced.

11.4 Apartment Front Door Finish and Hardware

Notwithstanding the foregoing provisions of this [Maintenance & Alteration Section 11 Responsibility for Floor Lobbies, Corridors and Lanai Common Areas](#), Owners shall have the right to select the finish, design and hardware on the lobby side of the front door of their apartment without the consent of other Owners. For further information, refer to [Maintenance & Alteration Rule 16.3 Apartment Front Doors](#).

12 Responsibility for Plumbing

12.1 Piping

Piping in Common Areas and original or DHA-installed Replacement piping within individual apartment walls and utility chases is the property and Maintenance responsibility of DHA. All other internal piping is the responsibility of the Owner.

Plumbing, waste, vent and water lines serving more than one apartment and original water shut off valves in apartments **may not be altered by Owners in any way without Board Approval**. The Board reserves the right to have any Alteration of such plumbing system elements done by a Contractor of their choosing with the cost billed to the Owner.

12.2 Plumbing Fixtures

Plumbing fixtures within each apartment and their connections to the internal piping system of the building are the Maintenance responsibility of the Owner.

Shower pans are the Maintenance responsibility of the Owner, as is any Work necessitated by Work on them.

Water closet (toilet) fixture wax seals are the Maintenance responsibility of the Owner.

12.3 Drain Pipe Replacements

Original drain pipe Replacements are the responsibility of DHA. If a project involves removal of all or most of the apartment ceiling, the original drain pipes of the apartment above will be replaced with new schedule 40 PVC piping at the expense of DHA. The Resident Manager shall co-ordinate this Work with the Owner's Contractor and other affected Owners.

12.4 Water Heaters

Water heaters in each apartment are individual electric units usually located in the kitchen. The original water heater, or Replacements thereof, is the property and responsibility of DHA. Any water heaters installed in an apartment that do not qualify as Replacements are the property and responsibility of the Owner.

When a DHA-owned water heater fails, or when such water heater is due for Replacement on the DHA regular Maintenance schedule, DHA will pay for a Replacement water heater (40-gallon maximum), the necessary lead-in piping, and the labor costs for Installation (to a maximum of 6 hours), provided total costs do not exceed the maximum set by the Board on the Fee Schedule. Any costs in excess of the set maximum are the responsibility of the Owner. Any carpentry Work required when replacing a water heater is also the responsibility of the Owner.

If an Owner chooses to replace a DHA-owned water heater before failure or before scheduled Replacement (e.g. in conjunction with other Work), DHA will pay for one-half of the set maximum. In this case, ownership of the heater will transfer from DHA to the Owner unless the heater is Replaced with a standard one that is 40-gallons or smaller.

All water heaters, regardless of ownership, are subject to the DHA regular Replacement schedule.

Hot water heaters may be Installed on unenclosed Service Lanais. *Installation will be considered an Alteration and is subject to the requirements for such.* For further information, refer to [Maintenance & Alteration Rule 16.15 Water Heaters on Service Lanais](#).

12.5 Main Water Valves and Water Shut-Off

Owners should be familiar with the location of the main water valve. A notice giving the location of the water main valve should be posted in the apartment in an obvious place so the valve can be readily found in the event of an emergency. A suggested location for the notice is under the kitchen sink.

The main water valves in apartments, whenever installed, are the property of DHA. Because of past problems with the originally installed apartment main water valves, **the main water valve for an individual apartment may only be used in cases of extreme emergency or as directed by the Resident Manager unless the original valve has been replaced.** Any damages incurred as a result of this restriction not being followed are the responsibility of the Owner.

Original valves are gate valves that open and close like a tap. Replacement valves are ball valves that typically open and close with a ¼ turn (90 degrees) of a straight lever-type handle. Owners should consult with the Resident Manager if they are not sure which type of main water valve they have.

With the exception of emergency cases, any required use of the main water valve in an apartment **where an original main water valve is still in place** needs to be handled by the Resident Manager and must be requested a minimum of two days in advance.

A new main water valve must be installed at DHA's expense as part of Work in apartment interior Alterations determined by the Board to be major, and may be done during lesser renovations at the request of the Owner. DHA retains ownership of the new main water valve and is responsible for its Maintenance and upkeep.

12.6 Washing Machine Connections

Owners are responsible for replacing washing machine hoses as necessary. Washing machine hoses deteriorate with time; any over five years old should be replaced with a metal-sheathed type.

Whenever laundry appliances are being relocated or the laundry area is being renovated, a single-lever water shut-off valve controlling both the hot and cold water should be installed in a location that is easily accessed when laundry appliances are in place.

To reduce the risk of water damage when an apartment is unoccupied for a period of time, hot and cold water to the washing machine should be shut off. Turning the water off whenever the washing machine is not in use further reduces risk and extends the life of washing machine hoses.

13 Responsibility for Electrical

13.1 Wiring, Electrical Outlets, Load Centers and Appliances

Electrical conduit, wiring, and outlets in Common Areas, embedded in concrete structural elements and/or serving more than one apartment, and original or DHA-installed Replacement wiring within

individual apartment walls, are the property and Maintenance responsibility of DHA and **may not be altered by Owners in any way without Board Approval**. All other internal wiring is the responsibility of the Owner.

In addition, Maintenance and Repair of apartment load centers, outlets, and electrical appliances, except for original and Replacement water heaters as per [Maintenance & Alteration Rule 12.4 Water Heaters](#), are the responsibility of the Owner.

13.2 Increase in Capacity of Electrical Service

If required by the electrical code in conjunction with an Alteration, the master circuit breaker and load center serving an apartment may be increased from the existing 100 amperes to a maximum of 150 amperes single phase, or 90 amperes three phase. The cost of installing new breakers and load centers shall be borne by the Owner.

If the new breaker and service equipment exceeds the allowable capacity of the 225 amperes three phase distribution panel currently serving the apartment, the Owner will be responsible for all costs incurred when connecting to the DHA 800 ampere main bus. The Board, at its sole discretion, may specify the location (including the floor) of the new breaker. *An additional monthly maintenance Fee will be charged for any increased capacity.*

The Board reserves the right to deny requests from Owners to expand electrical use beyond 225 amperes three phase service if the added load would require expansion of the building's 800 ampere main service.

If Installation of a breaker requires temporary interruption of power to any of the apartments in the building, before undertaking Work, the Owner, with Board Approval and through the agency of the Resident Manager, shall notify in writing all Owners who would be affected by the request to shutdown power of the timing of the shutdown. In addition, the Owner shall provide written indemnification of DHA against any loss, damage, or liability arising out of such shut down of power.

14 Responsibility for Air Conditioning

14.1 Air Conditioning

Air conditioning unit Installation or Replacement *requires Board Approval as an Alteration and is subject to the requirements for such*. Maintenance of all components of any air conditioning system and the electricity charges resulting from the use thereof are responsibility of the Owner. For further information, refer to [Maintenance & Alteration Rule 16.19 Air Conditioning Installation Requirements](#).

15 Responsibility for Building Materials and Systems

15.1 Concrete and Plaster

Concrete anywhere in the building and plaster in Common Areas is the property and Maintenance responsibility of DHA unless Work is required due to an act or omission reasonably the responsibility of an Owner. For more information, refer to [Maintenance & Alteration Rule 21.16 Concrete Work](#).

Plaster inside an apartment is the Maintenance responsibility of the Owner.

15.2 Utility Chases

Utility chases (through floor shaft assemblies) are the Maintenance responsibility of DHA, but may be Altered by Owners in the course of their Work. The two-hour fire rating of the chase must be preserved. For further information, refer to [Maintenance & Alteration Rule 16.22 Utility Chase Shaft Assembly Requirements](#).

15.3 Ventilation Ducts

The ventilation system is the Maintenance responsibility of DHA. Ventilation ducts serving enclosed bathroom spaces may be modified only to the extent of relocating intake grilles. For further information, refer to [Maintenance & Alteration Rule 16.23 Ventilation Duct Requirements](#).

15.4 Mailboxes

Mailboxes and their locks are the Maintenance responsibility of DHA.

D. Design Standards

16 Design Standards

16.1 General Intent

The general intent of the Design Standards is to ensure that new Work:

- a) matches that which is existing when viewed from Outside;
- b) does not introduce further diversity in the appearance of the building;
- c) does not create conditions that may be offensive to or inconvenience other Residents; and
- d) does not damage or compromise Architectural Elements or systems owned by DHA.

All Work involving these design standards is to be considered an Alteration or a Replacement considered to be an Alteration except where specifically stated otherwise in the DHA Rules and is subject to the requirements of [Maintenance & Alteration Rule 3.3 Approval of Alterations](#).

16.2 Similarity to Existing Elements

Any proposed Architectural Element or color whether from Maintenance, Alteration, Repair or Replacement that would be visible from Outside an apartment must be similar to those prevalent elsewhere in the building in corresponding locations, unless otherwise permitted in these Rules or by the Board. For example, paint used on the Outside portion of a Service Lanai entry door when Installed or Replaced by an Owner must be the same or closely similar in color to that of the other Service Lanai entry doors in the building.

16.3 Apartment Front Doors

Apartment entry doors must be made of wood, meet fire rating requirements (i.e. have a 20-minute minimum fire rating and be self closing and latching), and must be finished either in a natural wood or wood color stain or, if painted, must be painted white or cream. Any other proposed material or finish shall require Board Approval.

16.4 Glass Door, Window and Jalousie Frames

Sliding glass door, sliding window and jalousie frames must be clear anodized (i.e. natural metal color) aluminum. New windows must have a minimum 42" sill height. For further information, refer to [Maintenance & Alteration Rule 16.10 Interior Walls within Service Lanais](#).

All Replacement or newly installed lanai windows and doors must meet minimum energy code requirements of U-factor less than 1.20 and SHGC (Solar Heat Gain Coefficient) less than 0.40. Suitable standards at DHA are Fleetwood Aluminum's "Glenwood 510" windows and "Norwood 3070-EX" doors or the equivalent

A total window area of up to 15 square feet per apartment can be exempt from these requirements, permitting, for example, the Replacement kitchen or bathroom jalousie windows.

Glazing must be tempered or laminated, non-mirror, clear or light bronze (e.g. PPG Solar Bronze). Light Bronze tinted film may be installed on clear glazing. Dark or highly reflective tints are prohibited by Waikiki Special District Design Rules.

16.5 Window Mullions

Mullions (vertical elements) separating adjacent window units may not exceed one and three-quarter inches in width, and must be clear anodized aluminum to match the window frame material.

16.6 Standardized Panel Widths

The panel widths of new sliding glass doors, windows, or lanai louvers must match those of similar type most predominant in apartments above and below on the contiguous elevation of the building. When a diversity of door or window patterns exists, the Board reserves the right to determine the pattern to be used in new Installations. The panel widths of newly-installed door and window units must be equal.

16.7 Window Coverings and Lanai Shading Devices

The outward facing portion of all window coverings, and roll-up fabric shades or sliding wooden louver panels on living space lanais and Service Lanais must be a shade of white or cream so that from the Outside the building maintains a uniform appearance. Regardless which type of shading device or window covering is chosen, it must be uniform along the entire length of the window wall or lanai where it is Installed.

White or light-colored roll-up metal shades manufactured by Sundancer (or a visual equivalent approved by the Board) may be Replaced or Installed on lanais facing the ocean and on lanais in the Diamond Head wing, ocean side, facing the Coral Strand. In the case of metal shades, Owners are encouraged to use panels as wide as practical to reduce the visual impact of the vertical supports. Lanai enclosures other than the types specifically allowed in the permitted locations as specified in these DHA Rules may not be Replaced or Installed.

16.8 Replacement of Service Lanai Doors

An existing metal-grilled gate at the intersection of building wings, separating the Access Lanai from the apartment Service Lanais, may be removed and a door, door/transom or wall Installed in its place. A door, door/transom or wall replacing original grille and gate assemblies must be installed in the same location as the original demising assembly and have plain surfaces. Doors, if used, must be flush-panel type and both doors and wall areas must be painted on the Outside to match the building exterior color.

Door and/or door and wall assemblies separating Access Lanais and apartment Service Lanais must be of one-hour fire-rated construction (i.e. have a one hour-rated wall assembly and a minimum 20 minute-rated door with a closer and positive latch). Door standards can be supplied by the DHA Architect.

Lanai separation assemblies (demising doors and walls) must terminate at the inside face of the lanai railing. Clear anodized aluminum tubing four inches in width (as seen from Outside the building) may be used to provide a weather closure and corner transition between the wall end cap and sliding windows installed to enclose the apartment Service Lanai.

The iron grilles in the Access Lanai spaces between apartment Service Lanais may be cut back to allow window/wall closure and transition tubes to be installed. Typically, two vertical bars need to be removed. The Resident Manager can provide guidance and details of the permitted modifications of the grille.

16.9 Enclosure of Service Lanais

Apartment Service Lanais may be enclosed with rail mounted window assemblies as specified in [Maintenance & Alteration Rule 16.4 Glass Door, Window and Jalousie Frame Standards](#), [Maintenance & Alteration Rule 16.5 Window Mullions](#), and [Maintenance & Alteration Rule 16.6 Standardized Panel Widths](#). Window units enclosing Service Lanais must be elevated to provide a 42” minimum sill height by installing 6” high clear anodized rectangular aluminum tubing between the window sill assembly and the top of the concrete railing. The same type of tubing should be used in a vertical position to serve as the termination element on top of the lanai rail, for new walls replacing existing Service Lanai gates.

With its enclosure, a Service Lanai becomes an interior space. Owners enclosing Service Lanai spaces must remember the origins of these lanais as outdoor spaces and be aware of their drainage patterns and systems designed to handle rainwater so that they can take appropriate measures to eliminate the risk of flooding affecting enclosed spaces.

Two systems are of particular concern. The first is the use of floor slopes that direct rainwater, entering open lanai spaces, toward cross lanai floor drains and from there to grated drain openings adjacent to the original exterior wall and directly below wall mounted rainwater leaders.

The second is the wall-mounted rainwater leaders that are open at the top and bottom and which serve to collect rain water falling on the roof or blown into open lanai spaces and direct it to grate-covered through-floor drains and into the top of the rainwater leader of the floor below. This system is continuous from the roof through intervening lanais to an enclosed storm drain pipe system that runs from the upper parking deck ceiling space to outlets at ground level.

During significant rains, splashing tends to occur at the outlets of rainwater leaders and blown water may flow from the open Access Lanai space toward the enclosed apartment lanai space.

Measures to address these concerns may include raised door sills, the Installation of sealant at the bottom of lanai demising assemblies, and replacing the Service Lanai copper rain water leader(s) with a PVC pipe assembly that is sealed at the ceiling and floor level to keep rainwater passing through the floor level from splashing into interior spaces.

Any problems that may arise from the enclosure of a Service Lanai or from leaving Service Lanai windows open in rainy or stormy conditions are the sole responsibility of the Owner.

16.10 Interior Walls within Service Lanais

An interior wall running across an enclosed Service Lanai perpendicular to the lanai’s concrete railing must extend only to the inside face of the railing. Interior walls on an enclosed lanai that are perpendicular to railings must terminate at window mullions, not between them. Closure strips no larger than the window mullions may be used to close the gap between the end cap of the wall, at the inside face of the railing and an aligned window mullion.

16.11 Wood Requirements

Wood used in any Work must be treated with a treatment product recognized as effective in inhibiting termite infestation.

16.12 Fire Retardant Requirements

Wood and fabric used in any Outside lanai shading system must be fire retardant.

16.13 Concrete Sealer Requirements

'Neoguard' or an equivalent sealer must be applied to properly prepared bare concrete on lanais after any existing overlaid finish material is removed or before any new finish material is applied.

16.14 Lanai Floor Covering Requirements

New stone or exterior grade ceramic tile of a thickness not exceeding 3/8 inch, set in a thin-set application may be Installed. A sample of any proposed lanai floor covering must be submitted for Board Approval.

Existing tile in exterior lanai areas may be removed. When existing tile is removed and for new tile Installations, concrete sealer must be applied as per [Maintenance & Alteration Rule 16.13](#) above.

Care must be taken during tiling operations to ensure that grout and tile do not obstruct or block lanai drains or weep holes in sliding door tracks. Any damages resulting from obstructing or blocking drains or weep holes are the responsibility of the Owner.

Usage of water retaining covering of any kind, including, but not limited to Astroturf, is prohibited on all lanai floors.

16.15 Water Heaters on Service Lanais

Water heaters may be Installed in a Service Lanai, but must be in an enclosure that cannot exceed the lanai rail height or be visible from Outside.

16.16 Shower Pans

New or Replacement shower pan must be of copper or plastic/vinyl construction.

16.17 Laundry Appliance Requirements

Laundry appliances may not be Installed in any location Outside an apartment (e.g. on an unenclosed Service Lanai). Washers must discharge into a sanitary waste line, not into the lanai drainage system. Dryers may exhaust to a Service Lanai provided the vent is not visible from Outside. Owners, who relocate washers so that they discharge into any through floor drain line other than the original, must verify that the proposed relocation will not cause problems (e.g. sudsing or backup) at lower levels, and will be liable for the cost of any damages resulting from failure to do so.

Whenever the laundry area is being renovated or laundry appliances are being relocated, a single-lever valve that shuts off the hot and cold water shall be installed in a location that is easily accessed when the laundry appliances in place.

16.18 Kitchen Range Hood Requirements

Range hoods may not exhaust to a Service Lanai or the Outside. Filtered re-circulating types are available and may be Installed in a kitchen if cooking vapors and smoke are a concern.

16.19 Air Conditioning Installation Requirements

Air conditioning units are subject to the following specific requirements:

- a) The unit/system capacity must meet the following requirements:

	Maximum Cooling Capacity	Approximate Power Usage	Min. Energy Efficiency	Max. Sound Pressure
Studio	18000 BTU/hr.	2000 W	13 SEER	55 dB
1/2 Ocean wing	48000 BTU/hr.	5400 W	13 SEER	55 dB
Full Ocean wing	96000 BTU/hr.	10800 W	13 SEER	60 dB
1/2 Other wing	36000 BTU/hr.	4000 W	13 SEER	55 dB
3/4 Other wing	54000 BTU/hr.	6000 W	13 SEER	55 dB
Full Other wing	72000 BTU/hr.	8000 W	13 SEER	60 dB

Exception: Owners who are replacing existing outdoor units who cannot find a Replacement unit that is compatible with the rest of their system and meets the above specifications may Install compressor units that have minimum SEER ratings of 10.0 (EER 10.3) and sound pressure ratings of no more than 65 dB.

- b) For units rated at 5000 BTU/hr. or less, there is a flat monthly Fee for each unit, whether or not the unit is in use. For a unit/system rated over 5000 BTU/hr. a separate electrical check meter that meets the electric company standards and has a direct-reading, digital-type numeric display must be installed in a location and at a height convenient for viewing.

Owners of these systems will be charged the flat monthly Fee for each compressor in the system. Periodically, the Resident Manager will read the separate electrical meters, and, if electrical usage has exceeded the flat monthly Fee, the excess will be billed to the Owner at the rate DHA pays for its electricity. Owners will not be refunded any portion of the flat monthly Fee regardless of electricity usage. All Fees relating to air conditioning are listed on the DHA Fee Schedule.

- c) The compressor or the noise-generating components of a system must be located on the Service Lanai and must be either below the parapet wall or screened so as not to be visible from Outside the apartment. The screening system must admit adequate air; have a consistent appearance across the length of the Service Lanai; and, if the lanai is enclosed, must be behind the sliding windows. Glass may be removed in window frames immediately opposite the compressor(s), but both the inner (sliding) and outer window frames must remain intact. Sliding louver panels are the typical and preferred system for visually screening mechanical equipment.
- d) Condensate from a unit/system may not be discharged into a Service Lanai drain, only into a sanitary waste line.

16.20 Hard-Surfaced Flooring Requirements

If hard-surfaced flooring materials such as wood, tile or marble are used in the interior of an apartment, acoustical insulation must be installed so as to minimize noise in the apartment immediately below. Acceptable acoustical products have an IIC rating of 65 or higher.

16.21 Full Party Wall and Corridor Wall Requirements

Owners, who do Alteration Work that creates holes in the original plaster ceilings, are required to open the existing ceilings along party walls between units sufficiently to allow extension of their side of the party wall to the structure above. The extension may be built using 5/8-inch type X gypsum board or 7/8-inch cement plaster over lath, on metal furring or metal studs. The new construction must have a minimum one-hour fire-resistance rating. The extension must run from the top of the

existing plaster wall to the structure above, and must be sealed to the slab and pre-cast beams that make up the structural ceiling assembly. Fire taping (but not paint) is required. If the proposed openings in the ceiling are minor, the Board will consider exceptions to this Rule on a case-by case basis.

All walls separating the apartment from the lobby corridor must also have a minimum one-hour fire-resistance rating.

16.22 Utility Chase Shaft Assembly Requirements

Utility chase shaft assemblies must have a 2-hour minimum fire rating. Prior to the completion of Work, utility chase shaft assemblies must be completely restored to maintain a continuous 2-hour shaft enclosure extending from the concrete floor to the concrete ceiling above.

16.23 Ventilation Duct Requirements

Ventilation ducts serving enclosed bathroom spaces may be modified only to the extent of relocating intake grilles. New grille locations must be installed in compliance with fire code requirements. The exhaust from fan-powered bathroom vents may not be introduced into the DHA through-floor ventilation duct due to the risk of throwing the system, which relies on suction provided by roof mounted exhaust fans, out of balance.

E. Worker Requirements

17 Permits and Licenses

17.1 Building and Demolition Permits

Owners are responsible for providing the Resident Manager with a copy of all permits issued for Work at DHA. The original copy of all building or demolition permits must be posted in a conspicuous place on-site during the progress of Work. This documentation must be submitted and posted before commencement of any Work related to the permit.

17.2 Permit Plans and Designation of Contractors

Owners are responsible for providing the Resident Manager with a copy of the approved permit plans and the Contractor's statement listing the Contractors who will be doing each phase of Work. This documentation must be submitted before commencement of any Work related to the permit plans.

17.3 Contractor Licenses and Insurance

Contractors engaged to perform Work at DHA of a type for which the State of Hawaii requires licensure must be currently licensed to perform such Work and in good standing with the Hawaii Contractors License Board. All plumbing and electrical work must be done by licensed contractors other than like-for-like replacement that does not require any new wiring or plumbing.

For Work that is sufficiently extensive to require a building permit, Contractors, except public utilities doing business with DHA, are required to provide a copy of the Contractor license and a certificate of insurance naming DHA, the Board, and the Property Management Company as additional insured parties. This documentation must be submitted before commencement of any Work related to the building permit.

18 Notifications and Observations

18.1 Notification of Project Delays

For projects requiring a building permit, Owners are required to file a project timeline with the Board. This project timeline should be reviewed at least 30-days prior to the approved project completion date to determine if the project deadline will be met.

Contractors should notify the Owner of any delays in the construction process that would affect the project timeline so that the Owner can request Board Approval for any necessary extensions. Projects that exceed approved timeline completion or extension dates are subject to a Construction Timeline Infraction Fee.

18.2 Observation of Work

Work will be observed at intervals during construction, and in all cases upon completion, to assess whether Work has, in general, been completed in conformity with the drawings, plans, specifications, samples and other information and conditions upon which Board Approval is based.

Work will also be observed upon notification of problematic Work, or unsafe procedures or practices.

18.3 Notification Schedule

So that observations may be made at appropriate times as Work progresses, the Contractor shall notify the Resident Manager at least two days in advance of when it is projected that:

- a) demolition will be completed;
- b) exterior doors and windows will be Installed;
- c) walls and/or ceilings will be ready to close up;
- d) Work will be completed.

Failure to provide timely notice of these actions may result in subsequent Work having to be undone and/or redone regardless of when non-compliant Work is noticed.

18.4 Advance Notification of Work and Deliveries

The Resident Manager must be notified when individuals are scheduled to complete Work on the premises, and when large items are to be delivered or removed from the premises.

Work that may affect another Resident or part of DHA not wholly within the apartment where Work will occur requires advance notice of at least two days to the Resident Manager so that appropriate notices and necessary protective arrangements can be made. Specifically included within this requirement is Work involving chemical sprays of any kind, and Work that may produce dust or other airborne particles, or excessive noise or odor.

Emergency Repair Work may be permitted with less than normal notice. **Whenever possible, the Resident Manager must be notified and give consent before emergency Work is performed.**

19 Access and Hours of Work

19.1 Building Access

Each month a Contractor entry code is programmed into the Sentex security system so Agents and Workers can access the elevator without a fob. The Contractor entry code functions from Monday to Friday between 8:00 a.m. and 4:30 p.m.

Owners are responsible for providing Workers with the monthly Contractor entry code. Contractors are authorized to provide Workers requiring access for their specific project with the Contractor entry code. At no time, should Visitors, or delivery or Maintenance personnel, be given the Contractor entry code.

It is the responsibility of Residents and Contractors, not staff members, to provide access to the building and the premises for appropriate individuals. Staff members are not authorized to admit anyone to the building or the premises unless specifically authorized to do so by the Resident Manager.

19.2 Apartment Access

The Resident Manager will not provide access to any apartment except in case of emergency, or if a specific request to do so has been communicated in writing to the Resident Manager by the Owner. Further information regarding accessing apartments in case of emergency can be found in the House Rules.

19.3 Permitted Hours of Work

Subject to any required notice to the Resident Manager, non-emergency Work is permitted between 8:00 a.m. and 4:30 p.m., Monday through Friday (except on specified holidays), with demolition Work generating large amounts of noise limited to the hours between 10:00 a.m. and 2:00 p.m. Without exception, all non-emergency Workers must be off the property by 4:45 p.m. or an infraction Fee may be assessed.

No non-emergency Work whatsoever is allowed in off hours, on DHA Holidays (New Year's Day, Presidents' Day, Good Friday, Memorial Day, Kamehameha Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day), or on weekends, except for light and quiet Maintenance Work, such as apartment cleaning and window washing, which may be conducted on non-holiday Saturdays between the hours of 8:00 a.m. and 12:00 p.m.

Emergency Repair Work, if authorized in advance by the Resident Manager, may be performed on Saturdays, Sundays or holidays, or at hours other than those specified. Carpet cleaning equipment and large fans can only be used outside of weekday Work hours if such equipment is being used for flood or fire remediation.

20 DHA Rules

20.1 Maintenance & Alteration Rules

The Resident Manager will provide Contractors engaged to do Work at DHA with a copy of the Worker Requirements Section of the Maintenance & Alteration Rules. Owners and Contractors must provide signed acknowledgement that this documentation has been provided. An original of this acknowledgement will be retained by each of the signing parties.

20.2 Rule Summary for Workers

A document entitled 'Rule Summary for Workers at Diamond Head Apartments' provides a summary of the Rules that apply to Workers. This summary incorporates requirements from both the House Rules and the Maintenance & Alteration Rules. All Workers accessing DHA premises are expected to adhere to these Rules. A copy of this document will be provided to Contractors and must be posted on the jobsite during apartment renovation projects. Owners should provide a copy of this document to their Workers who are accessing the property for multiple days or on a regular basis.

20.3 Rule Violations

In the event of violations by Workers of the Maintenance & Alteration Rules and/or the Rules specified on the Rule Summary for Workers at Diamond Head Apartments distributed to Owners and Contractors, infraction Fees may be levied in accordance with the Fee Schedule. Such Fees will be deducted from the security deposit or charged to the responsible Owner.

20.4 Damages

Expenses incurred as a result of damage caused anywhere at DHA by Workers may be deducted from the security deposit or charged to the Owner responsible for such individuals to the extent that such expenses are not paid by DHA's own insurance coverage. For damages covered by DHA insurance, the insurance company has the right to pursue a third party (Worker) as a means of recovering expenses associated with a claim.

Workers are responsible for safeguarding Common Area elements and finishes. Upon completion of Work in an apartment or at any time before, the Resident Manager may deem it necessary for Common Area elements or finishes (generally walls and carpets) that have sustained damage or require cleaning as a result of Work being done on the behalf of an Owner to be cleaned, painted, refinished, Repaired or Replaced. Such expenses are the responsibility of the Owner.

21 Rules for Work

21.1 Use of DHA Facilities

Persons engaged to perform Work for Residents may not use facilities at DHA other than: a) those required for access to the apartment where Work is being done; b) those within the interior of the apartment itself; and c) the toilets in the lower level parking. Specifically, Workers are not to eat or loiter on any lanais, the pool deck or in any Common Areas.

Workers may only use audio equipment inside the apartment where Work is being performed. Music must always be played at reduced volumes.

At no time are Workers to smoke or consume alcoholic beverages while on the premises for the purpose of performing Work.

21.2 Vehicle Height and Weight Limitations

There is a 7-foot height limit on the lower level and a 6-ton weight limit on the upper level. Vehicles entering the premises must not exceed these limits.

21.3 Contractor and Tradesperson Parking

Contractors, their tradespeople and other individuals working in an apartment under the direction of a Contractor may park cars, light trucks or vans in the parking stall assigned to the applicable apartment by prior arrangement with the Owner.

All vehicles not thus accommodated must park on the street unless specific arrangements have been made with another Owner or the Resident Manager.

Vehicles belonging to construction Workers parked in unauthorized stalls may be towed. Information regarding parking procedures for other Workers can be found in the House Rules.

21.4 Lower Level Parking and Loading Zone

Workers, except for Service Providers as approved in advance by the Resident Manager, are not allowed to park in the parking stalls in lower level parking. Security gate openers cannot be loaned to Workers, except for Service Providers as approved in advance by the Resident Manager.

Workers, except for Service Providers as approved in advance by the Resident Manager, should only access lower level parking with a vehicle to use the loading zone, and must obey all no parking signs or vehicles may be towed. Workers should contact a DHA staff member to gain access to the loading zone on the lower level parking.

The loading zone may be used for active loading and unloading only. The normal time limit for loading zone parking is 30 minutes. Workers exceeding this limit or leaving vehicles unattended in the loading zone must sign the register provided; noncompliance may result in vehicles being towed.

21.5 Elevator Scheduling and Protection

Workers in the building for construction purposes are to use the Ewa elevator for any activity involving delivery of materials or movement of equipment that may otherwise preclude the elevator from being freely used by Residents or expose it to damage, however slight.

Transporting tools and/or construction materials in a non-protected elevator is strictly prohibited. With the single exception of tools or materials carried by hand, **the Ewa elevator must be padded during the transportation of materials, equipment and tools.**

The Diamond Head elevator may also be used by Workers to access the construction site provided only tools or materials carried by hand are being transported.

The Ewa elevator can be padded and made available for use between the hours of 8:00 a.m. and 3:45 p.m., Monday through Friday, except DHA holidays, subject to being assigned to more than one user at a time. The Resident Manager must be notified, as far in advance as possible that elevator padding is required, so conflicts can be avoided and necessary arrangements can be made. DHA personnel will install wall padding and protective carpeting in the morning when required, and will remove it at the end of each day.

21.6 Loading and Unloading Tools and Materials

Workers may load and unload tools or materials carried by hand in the upper parking level. Loading and unloading of any item that cannot be carried by hand must be done through the lower parking level lobby while using the loading zone. Workers should contact a DHA staff member to gain access to the loading zone on the lower level parking.

21.7 Protection of Common Areas

Workers are responsible for safeguarding all Common Areas (including, but not limited to, parking areas, floor and building lobbies, entrances, corridors, lanais, Service Centers, elevators, stairwells, walls, and flooring) from damage. Workers are required to provide protection for Common Area carpets by providing drop cloths or other suitable covering where a need for such can reasonably be anticipated. Expenses incurred as a result of damage caused anywhere at DHA by Workers will be deducted from the security deposit.

21.8 Daily Clean-up

Any mess suffered in Common Areas arising from removing debris, transporting materials, or Work in an apartment must be cleaned up immediately.

Common Areas must be checked for cleanliness at the end of each workday and must be returned to completely cleaned condition before Workers leave the construction site.

21.9 Use of Floor Lobbies, Corridors and Service Areas

Common Areas Outside of the apartment in which Work is being done are not to be used as storage areas for construction materials or as additional working areas unless permission to do so has been granted in advance by the Resident Manager.

Work must be completed within the confines of the apartment or on the apartment lanai. No tools, equipment, materials, clothing, shoes, etc. may be left Outside an apartment where Work is in progress.

Exterior doors to an apartment where Work is occurring must be closed at all times except during actual ingress or egress.

21.10 Use of Main Water Valve

The main water value in each apartment is the responsibility of DHA; Workers **are not authorized to operate an original main water valve** (gate valve that opens and closes like a tap). For further information, refer to [Maintenance & Alteration Rule 12.5 Main Water Valves and Water Shut-Off](#).

A minimum of two days' advance notice must be given to the Resident Manager when the original main water valve within an apartment needs to be shut off. If the main water valve is being replaced, a minimum of one week's advance notice is required as the need to turn off the water will affect other apartments in the building and affected Owners must be notified.

21.11 Use of DHA Disposal Facilities

DHA refuse collection and disposal facilities are not to be used at any time for removal of demolition or construction debris, or for any other trash generated in the course of construction activities.

21.12 Disposal of Liquid, Semi-Liquid or Dry Materials

Disposal of liquid, semi-liquid or dry materials (paint, fresh mortar, grout or cement, sawdust, drywall compound dust and the like), or any hazardous materials, as defined by State or Federal laws, into apartment or Service Center drains or on to lawns, shrubbery, trees, etc. is strictly prohibited.

Such materials must be contained in compliance with applicable laws, and must taken off-site by the Contractor. Owners will be held responsible for any Repairs or damages resulting from failure to obey this requirement.

21.13 Demolition Preparation

To prevent demolition debris from falling into the areas below a lanai, a plywood barrier must be erected during any demolition that involves i) enlargement of openings within an unenclosed service or other lanai, ii) removal of lanai tile, or iii) removal of an eyebrow awning. This plywood barrier also provides protection from the weather elements for the area being opened and lessens the chance of debris and dirt from affecting apartments in close exterior proximity.

To prevent demolition debris from falling into the drain system that runs from the roof of the building through the Service Lanai of each apartment, the drain opening must be screened prior to the start of and during any demolition within a Service Lanai area. The drain system must be functional at the end of each work day to allow for movement of rain water through the drain system. If demolition work involves through-floor chases, the chase area(s) at floor level must be temporarily sealed to prevent debris from falling down to other floors.

21.14 Demolition Regulations and Removal of Debris

Demolition and disposal of demolition debris associated with Work must be completed within a limited time increment, generally not more than three concurrent eight-hour days. As per [Maintenance & Alteration Rule 19.3 Permitted Hours of Work](#), any demolition generating large amounts of noise (e.g. chipping up tiles, removal of concrete masonry units, etc.) is limited to the hours between 10:00 a.m. and 2:00 p.m.

To the extent that it is reasonably feasible and safe to do so, demolition debris shall be accumulated within the apartment and be removed upon completion of the demolition Work. Construction debris should be accumulated in a similar fashion and removed in bulk.

All debris removal must be completed utilizing the Ewa elevator. The Resident Manager must be notified two days prior to elevator use so the elevator can be padded. Roll-off construction-type dumpsters or other containers appropriate for the quantity of debris generated shall be scheduled for placement at curbside, no more than one at a time, to coincide with the completion of demolition Work and at various times as necessary during construction. Debris from both demolition and construction must be taken from the apartment to the street in large (approximately 20 bu.) wheeled plastic bins continuously until it has been completely removed.

Care must be taken to ensure that debris, trash and/or fluids, whether from demolition or construction, are not allowed to fall over the side of lanais or into through-floor pipes, drains (especially Service Lanai drains), chases or penetrations. For further information, refer to [Maintenance & Alteration Rule 21.13](#) above.

Demolition and disposal of materials that contain asbestos are subject to strict environmental laws and rules and may only be done by properly licensed specialty contractors. Information regarding asbestos-containing products and asbestos remediation can be obtained from the State Department of Health.

Discarded appliances and furnishings must be removed from the property by the Contractor or the Owner, and may not be left curbside for city pickup.

21.15 Cutting of Materials and Concrete Masonry Units

All cutting of sheetrock, lumber, carpet, tile, etc. must be completed within the confines of the apartment. In instances where materials do not fit into the elevator or up the stairwell, cutting must be completed off the property.

Where Work requires cutting of concrete masonry units (commonly known as cinderblocks or hollow tiles) or plaster, a diamond saw blade must be used to minimize cutting time and dust.

21.16 Concrete Work

Any cutting, sawing, coring, drilling, sledge hammering or removal of concrete is strictly prohibited without specific Board Approval with the sole exception being minor drilling for the Installation of hangers for suspended ceilings and A/C equipment.

More extensive concrete Work may be permitted on a case-by-case basis provided application is made in advance and Board Approval is obtained. In these instances, the concrete slab must be scanned to avoid cutting any reinforcing bars and a written statement must be obtained from a structural engineer prior to starting Work stating that the proposed operation will not compromise the structure of the building.

21.17 External Hoisting and Lowering

Approval is required when items too large for the elevator are to be hoisted or lowered on the exterior of the building. Approval requests, specifying the proposed date and time, must be submitted in writing to the Resident Manager several days in advance. The Owner will be notified when approval has been granted.

Any subsequent approved transportation must be coordinated with the Resident Manager. However, Owners and Contractors, not the Resident Manager, are responsible for ensuring that adequate procedures and supervision are in place to ensure that items can be moved without danger to Residents or damage to the building. Owners are solely responsible for any damages or injuries resulting from the hoisting and lowering of items into and out of their apartment.