

MINUTES OF THE BOARD OF DIRECTORS' MEETING
OF HONOLULU PARK PLACE
January 29, 2024
Honolulu Park Place-Long House

CALL TO ORDER:

Vice President Padlock called the regular Board of Directors meeting of the Honolulu Park Place to order at 6:00 P.M. Management Executive Richter was recording secretary.

ESTABLISH A QUORUM

A quorum was established.

Members Present: Vice President Dennis Padlock, Secretary Craig Williams, Treasurer Trappeur Rahn, Directors Kelly Brehm, Eric Lockett, Katherine Crosier, Mark Russell

Member Excused: Richard Baldwin and Melanie King

Present by Invitation: Walters Miranda, General Manager, Craig Richter, Management Executive, Hawaiiana Management Company, and Christopher Goodwin AOA attorney.

APPROVAL OF MINUTES

- (1) The Board, by consensus, approved the minutes of the Monday, December 18, 2023, regular Board of Director Meeting with the following corrections: Board of Governors: A. Tennis Court Lights—add "The motion was unanimous". Unfinished Business: A. Front Entry Project---"The motion was unanimous". E. Anti-Harassment Policy Regarding Association Employees and Others---"The motion was unanimous". New Business: A. A/C Submetering---"The motion was unanimous".
- (2) The Board, by consensus, approved the minutes of Monday, December 18, 2023, Executive Session Meeting.

GENERAL MANAGER'S REPORT

GM Miranda provided a written report. The report is on file in the on-site office.

TREASURERS REPORT

- (1) The financial report for October, November and December 2023 was accepted subject to audit.
- (2) A delinquency report was presented to the Board and discussed.

BOARD OF GOVERNERS:

No report.

UNFINISHED BUSINESS:

- A. Front Entry Project: Director Brehm gave an oral report update regarding the front entry project.
- B. Hawaii Energy Systems Sub Metering Project (Update): Vice President Padlock gave oral report to the Board. There are two (2) units having problems for Hawaii Energy to repair sub meter.
- C. Honolulu Park Place Owned Unit (Executive Session):

- D. High Risk Component Resolution: A motion was made by Vice President Padlock and seconded by Director Russell to approve the High-Risk Component Resolution as reviewed and written by Association Attorney Christopher Goodwin. The motion was unanimous.
- E. EV Charges: Two (2) EV Chargers were installed in the parking lot in the basement car park.
- F. High Risk Component Committee: Vice President Padlock created a committee to make recommendations on the implementation of High-Risk inspections. The chairperson for the committee will be Vice President Padlock. Members of the Committee will include President Baldwin, Treasurer Rahn, General Manager Miranda, owner(s) Chris King (1306) and Kika Bukoski (1211).

NEW BUSINESS:

None.

EXECUTIVE SESSION:

At 6:53 P.M. Vice President Padlock called for and upon further review, the Board unanimously adjourned into executive session to discuss contracts and legal issues.

At 7:18 P.M. Vice President Padlock announced the meeting back in regular session.

DATE AND TIME OF NEXT BOARD MEETING:

The Annual and Organizational Meeting is scheduled for Thursday, February 29, 2024. Registration starts at 6:00 P.M. in the lobby of Honolulu Park Place. The meeting starts at 6:30 PM.

ADJOURNMENT:

There being no further business and no objections, the Board unanimously voted to adjourn the meeting. The meeting was adjourned at 7:18 PM.

Respectfully submitted,

Approved

Craig Richter
Recording Secretary

Craig Williams
Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS
OF ASSOCIATION OF APARTMENT OWNERS OF HONOLULU PARK PLACE
REGARDING HIGH-RISK COMPONENTS**

Hawaii Revised Statutes ("HRS") Section 514B-138 authorizes the Board of Directors ("Board") of the Association of the Apartment Owners of Honolulu Park Place ("Association"), after notice to all apartment ("unit") Owners and an opportunity for comment, to determine that certain portions of the apartments, or certain objects or appliances within the apartments, including, but not limited to central air conditioning system components, plumbing fixtures, washing machine hoses and windows, pose a particular risk of damage to other apartments or the common elements if they are not properly inspected, maintained, repaired, or replaced by Owners (or, if applicable, by the Association). Such portions of the apartments or objects or appliances within the apartments are hereinafter called "high-risk components"; and

Upon the Board's designation of such high-risk components, it can require inspection at specified intervals, replacement, or repair at specified intervals and/or replacement or repair to specifications established by the Board; and

As the Board is charged with the management of the Association, including the management of the common elements in accordance with the Project's governing documents and HRS Sections 514B-104(a)(6) and 514B-106(a); and

In accordance with HRS Section 514B-138, the Board reasonably believes it is in the best interests of the Association to identify high-risk components and to implement certain policies and requirements with regard to those high-risk components as necessary or appropriate to prevent damage to the apartments, common elements, and limited common elements;

NOW THEREFORE, the Board, on behalf of the members of the Association, hereby adopts the following resolution to designate high-risk components, and establish requirements for the care of high-risk components:

BE IT RESOLVED, that the portions of the apartments or objects or appliances within the apartments identified in the **High-Risk Components Policy attached hereto as Exhibit "A"** are designated as high-risk components; and

The practices and policies set forth in the **High-Risk Components Policy attached hereto as Exhibit "A"** shall apply to high-risk components and that the Board shall have all power and authority necessary to implement and enforce the practices and policies set forth therein which are incorporated herein by reference with the same force and effect as though fully set forth herein;

If an Owner fails to comply with the requirements of this Resolution or the High-Risk Components Policy ("Policy") attached hereto as Exhibit "A" and incorporated herein by reference with the same force and effect as though fully set forth herein, the Association is authorized, after reasonable notice to the Owner, to enter the apartment to perform the required repair and/or replacement of all faulty high-risk components at the sole cost and expense of the apartment Owner, which cost and expense shall be a lien on the apartment as provided in HRS Section 514B-146 and/or to take such other actions as provided in the Policy and/or as authorized by the Declaration, Bylaws, or law;

Nothing in this Resolution shall be deemed to limit the legal and/or equitable remedies of the Association to seek damages, or injunctive relief, or both;

Nothing in this Resolution shall relieve or excuse any Owner from such Owner's obligation to maintain, repair, and replace such Owner's apartment and components therein pursuant to any applicable provision of the governing documents of the Association or HRS Chapter 514B, as applicable, including, without limitation HRS Section 514B-137(a), or restrict and/or otherwise limit the Association's right to enter any apartment in accordance with HRS Section 514B-137(b);

In any legal proceeding seeking enforcement of this Resolution against any Owner, the Association will be entitled to recover its attorneys' fees and costs in accordance with HRS Section 514B-157;

In accordance with HRS Section 514B-138, this Resolution has been provided to all Owners and all Owners were given an opportunity to comment thereon prior to adoption of this Resolution by the Board.

This Resolution shall be effective immediately upon its adoption by the Board.

Adopted: 1/29/2024 2023.cw

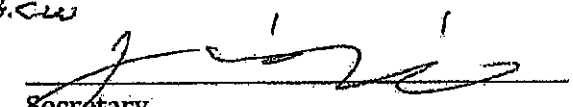

Secretary
Board of Directors
AOAO Honolulu Park Place

EXHIBIT "A"

**High-Risk Components Policy of the Association of Apartments Owners of
Honolulu Park Place**

1. The following certain portions of the apartments ("units"), or certain objects or appliances within the units pose a particular risk of damage to other units or the common elements if they are not properly inspected, maintained, repaired, or replaced by Owners (or, with respect to central air conditioning system components (see Section 7 below) and other components (see Section 6, Subsections E and F), by the Association or the Owners, as specified. These components are designated as "high-risk components":

- A. Water supply lines and shut-off valves, kitchen sink hot and cold water shut-off valves; kitchen sink faucets, supply lines, and P-trap; Garbage disposal unit; Air gap and P-trap; Dishwashers and associated drain hoses, water supply lines, and shut-off valves; and
- B. Windows, Window Frames, and Window Gaskets; Window Tint; and
- C. Bathroom sink faucets, drain pipes, supply lines, and shut off valves; and
- D. Toilet flushers, flappers, gaskets, o-rings, supply lines, and shut off valves; and
- E. Shower, tub, and sink: faucets, hot and cold water shut-off valves and supply lines, diverters, drains, P-traps, caulking, tile walls; Bathroom: vents; and
- F. Refrigerator ice maker, water line connection; and
- G. Lanais: railing, floor tile, electric outlets, and light fixtures; plant pots and catchment pans; and
- H. Washer: water shut-off valves, water supply hoses, drain hoses, and electrical cables/plugs/outlets; Dryer: dryer vent, lint trap, exhaust duct, electrical cables/plugs/outlets; and
- I. Water supply and drain lines, gaskets, and shut-off valves; and
- J. Smoke Detectors; and
- K. Electrical Panels, Wiring, and Outlets; and

- L. Air handlers, coils, filters, the control unit console, thermostats, switches, vents, ducts, and any and all other equipment or apparatus of the central air conditioning system.
2. With regard to the high-risk components identified herein, the Board of Directors ("Board") of the Association of Apartment Owners of Honolulu Park Place ("Association") requires inspections be conducted at specified intervals by the Association or by inspectors designated by the Association, or upon replacement or repair by the Association or by inspectors designated by the Association.
 3. With regard to the high-risk components identified herein, the Board may also require repair or replacement at specified intervals whether or not the component is deteriorated or defective.
 4. With regard to the high-risk components, the Board may also require replacement or repair that:
 - A. Meets particular standards or specifications established by the Board;
 - B. Includes additional components or installations specified by the Board; or
 - C. Uses contractors with specific licensing, training, or certification approved by the Board.
 5. The imposition of requirements by the Board regarding high-risk components shall not relieve unit Owners of obligations regarding high-risk components as set forth in the governing documents of the Association, including, but not limited to the Declaration of Condominium Property Regime of Honolulu Park Place ("Declaration"), the Bylaws of Association of Apartment Owners of Honolulu Park Place ("Bylaws"), and the Honolulu Park Place House Rules ("House Rules"), as each of these may be amended and/or restated from time to time, including, without limitation the obligation to maintain, repair, and replace the high-risk components.
 6. Procedures Re Components Identified in Section 1, Subsections A through K. The following procedures apply to inspection and repair and/or replacement of the high-risk components listed in Section 1, Subsections A through K above. (For the procedures

applicable to central air conditioning system components listed in Section 1, Subsection L of this Policy, see Section 7, Subsections A through D below):

- A. Following the providing of reasonable written notice to the unit Owners¹ by the Association, on a periodic basis to be determined by the Board, the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) shall have the right to enter each unit Owner's apartment ("unit") during reasonable hours to conduct an inspection therein of all items identified in Section 1, Subsections A through K above. More than one written notice may be provided, and the inspection may take place on one or more date(s) as stated in the notice.
- B. Following its inspection of each unit, the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) shall complete a written inspection report or cover letter providing the results of the inspection and shall provide a copy of the written inspection report or cover letter to the unit Owner.
- C. Except as provided in Section 6, Subsection E or F and Section 7 below, any and all high-risk component(s) identified on the inspection report or cover letter as requiring repair and/or replacement must be repaired and/or replaced by the unit Owner's contractor **by the deadline stated in the inspection report or cover letter, at the unit Owner's sole expense**; and the Board may require the unit Owner to use only those contractor(s) with specific licensing, training and/or certification approved by the Board to make such repair(s) and/or replacement(s).
- D. **Within four (4) business days** of the unit Owner's contractor's completion of the repair(s) and/or replacement(s) of all component(s) identified in the inspection report or cover letter as requiring repair and/or replacement, the unit Owner must provide a copy of their contractor's invoice to the Association evidencing the completion of such repair(s) and/or replacement(s) by the unit Owner's contractor.

¹If the unit Owner is not the same person as the resident of the unit, written notice shall be provided to the unit Owner, the resident, and the Owner's local rental agent, if any. While the unit Owner, resident, and local rental agent, if any, shall be responsible to grant the Association, et al. access to the unit in accordance with this Policy, the unit Owner shall ultimately be responsible for their resident's and/or agent's violation of this Policy.

- E. Option for Association to Repair and/or Replace at the Unit Owner's Expense. The Association, *at the Board's discretion*, **may** include in the written notice described in Section 6, Subsection A above, an opportunity for the unit Owner to elect to have the Association's retained contractor repair and/or replace any high-risk component(s) which are identified during the inspection as requiring repair and/or replacement, despite that the Declaration designates such component(s) as part of the unit. The Association is under no obligation to repair and/or replace such high-risk component(s), but if it does so, the **unit Owner will be solely responsible for all expenses** of the repair(s) and/or replacement(s).
- F. Repair and/or Replacement by the Association as a Common Expense. The notice described in Section 6, Subsection A of this Policy **will** provide that, **if any high-risk component located within a unit, but designated as a common element in the Declaration, is identified during the inspection as requiring repair and/or replacement, such common element component(s) will be repaired and/or replaced by the Association's retained contractor.** The cost to repair and/or replace such common element, high-risk component(s) will be assessed to the unit Owner(s) as a **common expense**, *provided that* any repair(s) and/or replacement(s) necessitated by reason of the unit Owner's misuse or neglect of such high-risk component(s) shall be at said unit Owner's sole expense.

7. Procedures Re Components Identified in Section 1, Subsection L. In accordance with this Policy and the Bylaws, the following procedures apply to inspection and repair and/or replacement of the central air conditioning system components listed in Section 1, Subsection L above:

- A. Following the Association's providing of reasonable written notice to unit Owners², on a **semiannual basis** (or such other periodic basis as may be determined by the Board), the Association and/or its retained contractor(s), other designated agent(s)

²If the unit Owner is not the same person as the resident of the unit, written notice shall be provided to the unit Owner, the resident, and the Owner's local rental agent, if any. While the unit Owner, resident, and local rental agent, if any, shall be responsible to grant the Association, et al. access to the unit in accordance with this Policy, the unit Owner shall ultimately be responsible for their resident's and/or agent's violation of this Policy.

and/or employee(s) shall have the right to enter each Owner's unit during reasonable hours to conduct an inspection therein of the central air conditioning system components listed in Section 1, Subsection L above, and to clean, maintain, repair and/or replace³ the same. More than one written notice may be provided, and the inspection may take place on one or more date(s) as noticed, and the maintenance may be performed on one or more date(s) following the inspection, as noticed. All costs and expenses to maintain said components shall be assessed to the unit Owners as a **common expense**, *provided that* any repair(s) and/or replacement(s) necessitated by reason of the unit Owner's misuse or neglect of the air conditioning system component(s) shall be at the unit Owner's sole expense.

B. *If, following the provision of reasonable written notice to the unit Owner, said Owner fails or refuses to grant the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) access to the unit to conduct the inspection of the components listed in Section 1, Subsection L above and also fails to grant the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) access to the unit to perform maintenance on the aforesaid components, the Association will send written notice to the unit Owner requiring said Owner to retain a licensed contractor, who may be subject to the Board's prior written approval, **to inspect and perform maintenance on** the components listed in Section 1, Subsection L of this Policy **at the unit Owner's sole expense, by the date(s) provided** in the written notice. *If the unit Owner grants the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) access to the unit to conduct the inspection, but fails or refuses to grant the Association and/or its retained contractor(s), other designated agent(s) and/or employee(s) access to the unit to perform maintenance on the components listed in Section 1, Subsection L of this Policy,* the Association will send written notice to the unit Owner requiring said Owner to retain a licensed contractor, who may be subject to the Board's prior written approval, **to perform maintenance on** the components listed in Section 1, Subsection L of this Policy **at the unit Owner's sole expense, by the date(s) provided** in the written notice.*

C. If the unit Owner's contractor performs the inspection and/or maintenance as described in Section 7, Subsection B above, the **unit Owner must provide a copy of**

³Hereinafter, in Section 7, Subsections A through C of this Policy, the terms "maintain"; "maintenance"; and "perform(ed) maintenance on" shall mean, "clean, maintain, repair and/or replace".

their contractor's invoice to the Association showing the contractor inspected and/or performed maintenance on the components listed in Section 1, Subsection L of this Policy. The unit Owner shall provide their contractor's invoice to the Association **within four (4) business days** of the date their contractor completes the maintenance of the components listed in Section 1, Subsection L of this Policy. *If the unit Owner's contractor performed both the inspection and maintenance (in a case where the unit Owner failed or refused to grant the Association, et. al. access to the unit to conduct the inspection and to perform maintenance), the contractor's invoice shall specifically identify each component the contractor inspected, provide the results of the inspection for each component, and describe the type of cleaning, maintenance, repair and/or replacement performed on each component. If the unit Owner's contractor only performed maintenance upon the components previously inspected by the Association (in a case where the unit Owner granted the Association, et al. access to the unit to conduct the inspection, but failed or refused to grant access to the Association, et al. to perform the maintenance), the contractor's invoice shall describe the type of cleaning, maintenance, repair and/or replacement performed on each component.*

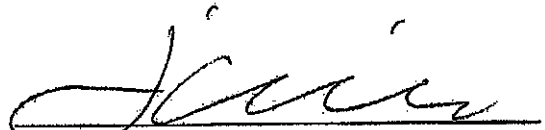
- D. Unit Owners must receive **prior, written approval** from the General Manager **before replacing the air conditioning thermostat in their unit**, in order to ensure the replacement thermostat is compatible with the central air conditioning system's submetering system. If a unit Owner (or resident or other person for whom the Owner is responsible) replaces the air conditioning thermostat in their unit without obtaining the prior, written approval of the General Manager, or the Maintenance team discovers that the Owner (or resident or other person for whom the Owner is responsible) has tampered with or removed the thermostat, and, as a result of unauthorized replacement, tampering, or removal, the thermostat fails to communicate with the central air conditioning system's submetering system, the Association will be required to retain an outside contractor to replace the thermostat with a compatible model. All costs and expenses for the **replacement of the thermostat with a compatible model** will be at the **unit Owner's sole expense**.

8. If a unit Owner (or their resident or other person for whom the Owner is responsible) fails to follow any of the requirements imposed by the Board pursuant to this Policy, the Association may: (1) enter the unit, after reasonable written notice, to perform the requirements with regard to such high-risk component(s) at the sole cost and expense of the unit Owner, which costs and expenses shall be a lien on the unit as provided in HRS Section

514B-146; (2) charge the unit Owner any expenses incurred by the Association as a result of the actions or inactions of the unit Owner; (3) with respect to the components listed in Section 1, Subsection L of this Policy, send written notice to the unit Owner requiring said Owner to retain a licensed contractor to inspect and/or perform maintenance on said components, at the Owner's sole expense; (3) issue fines and penalties against the unit Owner in accordance with Section 12 and Section 13 of the House Rules; and/or (4) take any other steps authorized by the Declaration, Bylaws, or applicable law, including, but not limited to referring the matter to the Association's attorney for the filing of a complaint for injunctive relief and/or damages. If a complaint is filed as a result of the unit Owner's (or their resident's or other person's) violation of this Policy, as part of the lawsuit, the Association will request and shall be entitled to its attorneys' fees and costs if it is the prevailing party as provided by HRS Section 514B-157(a)(3).

9. Nothing in this Policy shall be deemed to limit the remedies of the Association for damages, or injunctive relief, or both.

This Policy was adopted by the Board of Directors of the Association of Apartment Owners of Honolulu Park Place at its Meeting held on 1/29 2024, 2023, etc



Secretary
Board of Directors
AOAO Honolulu Park Place