

THE ASSOCIATION OF APARTMENT OWNERS OF

Banyan Tree Plaza

HOUSE RULES and DIRECTORY

Effective: 1 December 2010



**BANYAN TREE PLAZA
House Rules**

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DEFINITIONS

Declaration. The Declaration of Horizontal/Condominium Property Regime is the basic document that defines the individual apartments, and the common elements of the project. It establishes (a) the areas of responsibility for the Association and for each individual apartment owner; (b) the Association's authority to levy assessments, late fees, and to generate operating funds; (c) the percentage of common interest for each apartment as the basis for determining apartment assessments and voting percentages; and (d) how an apartment may be used including limitations on pets, modifications, etc.

Bylaws. This document establishes the rules for operation by the Association including (a) election, duties and meetings of the Board of Directors, its officers and members; and (b) the authority of the Board of Directors to establish House rules for the governance of living within the project; (c) the areas of responsibility for the Association and for each individual apartment owner; (d) the Association authority to levy assessments and late fees and to generate funds; and (e) how an apartment may be used including limitations on pets, modifications, etc.

House Rules (HR). Established by the Board of Directors, these define in detail rules of conduct for all residents of the project including, but not limited to (a) guidelines for use of amenities, common elements, controlling noise, etc., and (b) rules intended to assure all residents of their rights and responsibilities for the quiet enjoyment of the property.

Board of Directors (Board). Nine (9) BTP apartment owner-residents contributing time and effort to oversee the efficient and effective operation of this condominium, and ensuring compliance by all residents of these House Rules. Board members are elected annually on overlapping 3-year terms by the BTP apartment owners. Qualifications: owner-resident of an apartment in this building; ability to attend monthly meetings; willingness to work for the benefit of all residents.

Managing Agent. This is a company of professional administrators of condominium projects. A company-appointed "Account Executive" in this company provides general administrative support including but not limited to (a) management of BTP financial matters including payment of debts incurred by the Resident Manager or the Board in the name of the Association; (b) providing information about available vendors and contractors who offer services to our Association, and contracting for these services; (c) referring legal matters to Association attorneys; and (d) attending monthly Board meetings, providing minutes, agenda and documents pertinent to the business of the Board. Although the Board may delegate specific authority to the Managing Agent or Resident Manager, the Board cannot delegate or absolve itself of its responsibilities stated in the governing documents, state and federal law.

Resident Manager (RM). The RM is the principal employee of the Board charged with day-to-day operations, maintenance and security of the BTP building, and with assuring the safety and tranquility of its residents. The RM shall (a) supervise, coordinate and manage all on-site activities; (b) oversee maintenance contracts and the performance of contractors; (c) enforce House Rules and governing documents to ensure residents' rights of quiet enjoyment of the property are preserved; and (d) provide the Board with a monthly report of activities within the domain of RM responsibilities.

Administrative Assistant (AA). The AA provides administrative and secretarial support to the RM, planning and executing a wide range of functions including, but not limited to, responsibility for personnel administration, tenant and employee relations, payroll, record keeping, etc. The AA receives general direction from the RM but performs job responsibilities as required and/or needed without specific direction.

Security Officer (SO). Security Officers perform general security duties by guarding the facilities and property of BTP against fire, theft, vandalism and illegal entry, and by enforcing these BTP House Rules. Each SO receives general direction and supervision from the RM, but performs required functions as needed without specific direction.

Occupants and/or Guests. The term "occupants and/or guests" includes the apartment owners, tenants, guests, and occupants of the apartment, and the domestic servants, guests, family members, employees, agents, contractors of the apartment, and any other persons using or entering any part of the project for any purpose on behalf of the apartment owners, the apartment tenants, and/or any occupants of the apartment.

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**Association of Apartment Owners (AOAO)
BANYAN TREE PLAZA
House Rules**

INTRODUCTION

Banyan Tree Plaza (BTP) is a 242-unit high rise condominium situated near downtown Honolulu. One unit is commercial, (Punahou Spa and Fitness Center), and one unit is the parking garage for the adjacent Latter Day Saints Church. To ensure harmony in this cooperative living arrangement, all residents must follow certain rules.

The primary purpose of these House Rules is to protect all residents from annoyance and nuisance caused by improper conduct or use of the facilities and to protect the reputation and desirability of the property by providing maximum enjoyment, comfort and safety for all residents.

These **House Rules (HR)** are based on common sense, consideration for others, and pride in one's home. However, they go only part way to formalize the more obvious. What really counts in a quality community are the unwritten "good neighbor" rules by which we live daily and which are born out of respect and consideration of the needs and rights of our neighbors. The Association encourages all residents to practice reasonable tolerance, remembering the close proximity in which we live.

Hawaii State law requires compliance with association house rules. The BTP **Board of Directors** (Board) is responsible for enforcing and amending House Rules, in accordance with the Association's Bylaws. The Board has delegated the authority for generally administering and enforcing the rules to the BTP **Managing Agent**, a professional company which manages the operations of many condominiums. Authority for on-site enforcement of the House Rules has been given to the **Resident Manager** (RM) under the supervision of the Managing Agent. All owners, occupants and/or guests shall be bound by these House Rules and by standards of reasonable conduct whether or not covered by these House Rules.

From time to time the Board of Directors may post special safety regulations or other rules concerning the building and its residents. Such posted rules shall be considered extensions of these HR.

All House Rules are subject to change by action of the Board of Directors. Suggested changes are welcome and should be delivered in writing to the Board of Directors.

GENERAL COMPLIANCE POLICY

Each apartment owner, tenant, and guest shall at all times observe and comply with these House Rules and all laws, ordinances, rules and regulations made by any government authority applicable to the use of the Project. Violations should be promptly reported at the time of occurrence to the RM who will take appropriate action, including verbal and written notice to the owner, occupants and/or guests. Violators are subject to fines as specified later in this document under "Compliance and Enforcement".

On-site interpretation and enforcement of the House Rules will be determined at the time of occurrence by the RM whose decisions will be respected. Conflicting opinions may be appealed by writing to the Board within ten days of receiving notice of the violation. Address correspondence to the Board of Directors of Banyan Tree Plaza and mail to the Managing Agent. (See Appendix A.)

The Board wishes to render fair, impartial and timely decisions in all matters brought before it for action and consideration. Written appeals will be brought to the Board's attention by the Managing Agent at the first board meeting held following receipt of the correspondence, and will be responded to in writing no later than ten days from that meeting date.

BANYAN TREE PLAZA HOUSE RULES Revised 16 September 2010 – Effective 1 December 2010

GENERAL INFORMATION

1. **INSURANCE REQUIREMENTS POLICY.** Owners are required to submit a copy of their Homeowners Certificate of Insurance to the RM. Apartment owners need to have the **MINIMUM coverage: \$25,000 contents, \$25,000 dwelling, \$300,000 liability, and \$25,000 loss assessment.** A copy of the adopted (6/14/07) Insurance Requirements Policy is available at the Banyan Tree Plaza Office.

2. **REGISTRATION.** The Association must be able to contact owners and tenants, to respond quickly to situations that affect residents and property. To facilitate these operations, records of apartment owners and residents are maintained in the RM's office.

a. **Residents.** A new resident must register with the RM when occupying his/her apartment, providing the names of occupants, phone number(s), apartment and parking stall numbers, vehicle description, and other information requested. Residents must also notify the RM of any changes.

b. **Absentee owners.** Each off-site owner who does not reside at Banyan Tree Plaza must provide the Managing Agent with a current address and phone number, and the name, address and telephone number of a rental agent, if any. In accordance with Hawaii law, an apartment owner who rents his/her apartment and whose residence is outside the State of Hawaii shall designate a local agent on Oahu to represent to represent the owner's interest.

c. **Tenants.** Apartment owners or their agents who rent, loan or otherwise permit occupancy of their apartments, shall furnish their occupants with copies of the BTP Declaration, Bylaws, House Rules, and a registration form to be filed with the RM. They shall familiarize occupants with BTP facilities. Owners (or their agents) are responsible for the actions or omissions of their tenants, occupants and/or guests.

3. **RESIDENTIAL USE.** Apartments shall be occupied and used only for residential purposes in compliance with BTP House Rules, Bylaws, Declaration, and with the deeds or the respective apartments.

Subject to the terms of each owner's apartment deed, the HR and Bylaws of this Association, an apartment owner may lease or rent his/her apartment, but in no case for a period of less than 30 days. Persons leasing, renting or living in the apartment shall abide by BTP HR, Bylaws, and Declaration.

No apartment shall be used for transient or hotel purposes or in connection with the carrying on of any business or for vacation awards attributable to any business. Time-sharing is prohibited.

4. **GENERAL CONDUCT.** All persons on BTP premises shall comply and cooperate with the requests of the RM with respect to matters of personal conduct in and about the facilities. Tenants are responsible for the conduct and supervision of their family members and their guests. Owners are responsible for actions or omissions of his/her agent or their tenants. If an apartment owner is unable to control the conduct of any occupant or guest, the owner shall, upon request of the Association, immediately remove such occupant from the premises, without compensation from the Association or Managing Agent for lost rental or profits or any other damage resulting thereof. Owners will be liable for any damage to the common elements and to other apartments caused by themselves, their occupants and/or guests. The cost of repair or replacement shall be chargeable to the owner(s).

5. **NOISE AND NUISANCES.** No excessive noise or nuisance of any kind is allowed on the premises, nor any behavior which is improper or offensive in the reasonable opinion of the RM or the Board. Owners, occupants and/or guests will consider at all times the welfare of other residents by avoiding excessive noise of all types, e.g., yelling, loud parties, loud music, TVs or other devices emitting loud sounds.

When guests of any apartment are entering or exiting at night or early morning, noise must be kept at a minimum. Reduced intensity of all sound-producing devices shall be observed 10 PM until 8 AM.

Excessive noise should be immediately reported to the RM or a Security Officer to enable appropriate action at the time of occurrence. Owners, occupants and/or guests in violation of this Rule are subject to fines. Those who create excessive noise will be reported to the Honolulu Police Department..

Repairs to apartments by residents may be done only between 8 AM and 6 PM, Monday through Saturday, except in an emergency. [See the "Apartment" section below for rules relating to contractors.]

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6. **EMERGENCY SERVICES.** When emergency services of the police, Fire Department, paramedics, ambulance or physician are needed, the appropriate agency or person should be called directly or by dialing "911". Any emergency involving physical injury, property damage, break-ins or thefts on the premises should also be brought to the immediate attention of the RM and/or the Managing Agent after the appropriate agency is notified.

7. **BUILDING ENTRANCE AND SECURITY.** Residents must not allow unknown people into the building. "Tailgating" through building security doors by unauthorized persons is not permitted. Each resident must use a key. Visiting guests and contractors may be admitted accompanying a resident or be "buzzed in" by the resident host by pressing "9" on the telephone while receiving a call from the visitor at the building front or 5th floor doors. Security Officers will not allow access to anyone other than authorized personnel.

8. **KEYS, APARTMENT ACCESS AND LOCKOUTS.** "Master" keys to BTP building entrances (front, fifth floor, and parking garage floors) are available to owners from the Administrative Assistant for a deposit of \$100 per key, refundable upon surrender to the AA.

Every apartment owner, tenant or guest hereby grants to the RM, the AA, or another Board authorized person the "Right of apartment entry" for emergencies (e.g., fire, electrical, plumbing, health problems) originating in or threatening such apartment, whether or not such owner or occupant is present at the time. The apartment owner/occupant should provide the RM with duplicate keys to permit emergency entry to the owner's apartment. Under no circumstance shall keys in this box be used to gain access to an apartment except in an emergency or to assist a locked-out resident. If a locked-out resident requests the RM or AA to provide entrance, a flat fee of \$35 may be charged.

9. STORAGE. Areas for storing household goods are located on the 3rd and 4th floors. One area may be allocated to each apartment depending on availability. All stored items and boxes must be clearly marked with the resident's name and apartment number. Large pieces of furniture and appliances are not allowed. Residents may call the RM's office during regular office hours to obtain or access a storage area, The Association shall not be responsible for the loss of, or damage to, any item(s) stored in the storage areas. When obtaining a storage area, the resident must sign a waiver releasing the Association from any liability for the stored items.

10. PERSONAL PROPERTY. The Association shall not be responsible or liable for theft, disappearance or damage to any person's personal property located in any area within the common elements.

11. LOADING/UNLOADING – MOVES/DELIVERIES Owners, occupants and/or guests must use Elevator #1 (nearest the driveway) when moving large items or multiple items that require propping the elevator door open manually. Such uses of Elevator #1 require a reservation scheduled with the RM at least 2 days in advance. Such reservations are allowed only Monday through Friday, 9 AM to 4 PM. Special Saturday deliveries may be allowed from 9 AM to 12 noon only with the approval of the RM. Absolutely no moves or deliveries of any kind are allowed Sundays or holidays or any other time. Loading and unloading is done only from the first floor lobby entrance.

APARTMENTS

1. MAINTENANCE and REPAIRS. Apartment owners shall promptly repair and maintain their apartments, particularly if the lack of such work could adversely affect a common element or another apartment. Owners are responsible for all loss and damage caused by their actions or inactions of any occupant and/or guest.

a. Cost. All repairs of installations within each apartment (e.g., plumbing, electrical fixtures, doors, appliances, telephones, wall and floor coverings) shall be at the apartment owner's expense, unless the need for repair is caused by a failure of or a fault within a common element.

b. Contractors. Plumbing and electrical repairs may require a licensed and bonded contractor in accordance with the laws, ordinances, rules and/or regulations of the City and County of Honolulu and/or State of Hawaii. Contractors must have proof of their license and sign a worker/contractor form. Contractors will unload their tools and materials, park their vehicles in assigned areas, and sign in daily at the RM's office. Work within an apartment is permitted only Monday through Saturday, 8 AM to 4PM.

2. STRUCTURAL IMPAIRMENTS. Nothing shall be allowed, done, or kept on BTP property which would overload or impair the floors, walls or roofs of the buildings, or cause invalidation or cancellation of BTP building insurance or any increase in the ordinary premium rates for such insurance.

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3. ALTERATIONS of the exterior and/or interior of apartments or to any common element may be made only with prior written approval of the Board of Directors and in compliance with Revised Ordinances of Honolulu City & County, the Declaration, the Bylaws, and the Condominium Property Act. Some internal alterations and/or additions (e.g. enclosing a lanai, redesigning windows) may require (a) Board approval of plans and specifications prepared by a licensed architect or engineer, (b) a "Permit" from the Honolulu City and County Department of Planning and Permitting, (c) approval of 67% of BTP apartment owners, and (d) execution of a modification agreement. For alterations affecting other owners, their written approval may be required. Before beginning work, apartment owners must check with the BTP Office to be sure all required procedures are met. **a.**

External attachments to the building are not permitted without Board approval. Items such as air conditioners, TV or radio antennas or wiring, etc., must not protrude from the building or be obvious when viewed from outside the building. Antenna and satellite dishes covered by the Association's Antenna Policy will be permitted only as describe in that Policy.

b. A/C units are allowed to be installed only on the lanai or where they cannot be seen from the exterior of the building. Condensation must not leak to units below. Prior to installation, written approval must be given by the Board of Directors and/or the Resident Manager.

c. **Hard surface flooring.** Owners who install hard surface flooring (e.g., marble, tile, hardwood) shall minimize noise transmission by using an industry standard insulation layer. Carpets and/or pads shall be inserted under furniture bases that might create noise when/if moved.

d. **Licensed contractors** shall be used to extent required by laws, ordinances, rules and regulations of the City and County of Honolulu and/or the State of Hawaii. Where common elements may be affected, contractors must have written approval from the Board of Directors before the work is begun.

e. **Unauthorized work** may be inspected by the Board or the RM who may order its removal, especially that which may adversely affect common elements or the exterior appearance of the building..

f. **Fair Housing Act.** None of the provisions of the governing documents are intended to be in contravention of the State of Federal Fair Housing Acts. The Board will comply with the provisions of those Acts when responding to requests by handicapped or disabled owners covered by those Acts, to make reasonable modifications, at their own cost, to apartments and/or to the common elements, and/or to consider exemptions from any of the provisions of the governing documents, if the proposed modifications and/or exemptions are necessary for their full enjoyment of the project.

4. **LANAI FURNISHINGS AND USE.** Unenclosed lanais may be furnished with appropriate furniture. These areas viewed from the street or neighboring buildings should not present an "eyesore" image. They will not be used for hanging clothes, etc., or as semi-permanent storage areas. Plants of reasonable size may be placed in these areas provided they do not constitute a hazard or cause water runoff or damage to the building. Use of hibachis or "barbecue" grills/ovens is strictly prohibited on open lanais or balconies.

5. **UNIFORMITY, AESTHETICS AND SIGNS.** The outward appearance of the building is primary.

a. **Window coverings and/or tinting** shall be maintained in a good, presentable condition, and replaced when deteriorated or discolored. Draperies, mini-blinds or window coverings of any type which are visible from the exterior of the building shall be a neutral or off-white color only as must not be permitted to protrude outside windows. Glass may be tinted in only the Board approved colors (light gray, charcoal) as sampled RM's office. No mirror tints, foil, or other shades are allowed. Security bars and grills are prohibited.

b. **Door knobs and dead bolts** must be of a bronze color and of uniform shape and size as sampled in the RM's office.

c. **Décor** 1) **Exterior.** Except for temporary holiday decorations, nothing shall be attached to, hung from, or placed on exterior building surfaces, railings, or lanais without prior written consent of the RM.

2) **Interior.** Window sills and shelving next to windows should not be used for storage of items that present an unsightly appearance (e.g., cleaning supplies) when viewed from outside any apartment.

d. **Household objects** shall **not** be placed outside of the apartment. No garbage cans, household or commercial supplies, or similar articles shall be placed outside any apartment or on any lanai/balcony in a place where they can be seen from outside any apartment.

e. **Signs, symbols or lettering** shall not be inscribed nor any image or picture be exposed on any part of the apartment's exterior door, walls, or lanai, other than the apartment numbers provided by the Association; nor shall it protrude out of any window or lanai. No "Open House" signs, cards, etc., are allowed in common areas (e.g., walkways, entrances, walls, elevators).

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6. **WINDOW CLEANING.** Owners are responsible at their own expense for cleaning all windows (especially louvered windows) accessible from the inside of the apartment or from the walkway (corridor). The Association shall pay for cleaning the exterior side of all other external windows (usually once every quarter-year); except that owners having enclosed lanai windows will be charged a monthly fee for cleaning the exterior of these windows.

7. **WATER BEDS.** Floatation beds or any bed containing water shall not be permitted in the building.

8. **TERMITES.** When these or other wood destroying pests are discovered inside an apartment, its lanai, or external (front) door, the condition must be immediately reported to the RM or Managing Agent. All recommended treatment and repairs must be carried out in a timely manner.

9. **FLAMMABLE and/or DANGEROUS MATERIALS** such as gasoline, kerosene, or any other hazardous materials as defined by State and/or Federal law, will not be stored in apartments, storage areas, or brought into the building. Apartment owners, occupants and/or guests who bring such materials onto the property shall be responsible for any damage which occurs as a result of such materials and shall defend, indemnify and hold harmless the Association, its managing agent and employees, and the Board of Directors against any claim arising out of or related to the storage or handling of the material.

10. WATER SAVING, SEEPAGE AND SANITATION. Water (esp. hot water) is a costly common expense and shall not be excessively used. Owners are responsible for maintaining their plumbing and promptly repairing water leaks within their apartments. Major leaks must be reported immediately upon discovery to the RM. Seepage to apartments below is a major problem.

a. **Water Shut-offs.** Except for emergencies, shut-off requests by residents/owners are allowed only on Thursdays, 9 AM to 12 PM, and must be scheduled with the RM at least a week in advance. A licensed plumber is required for plumbing work that requires the water to be shut off.

b. **Water valves and clothes washer hoses.** All owners shall shut off water valves leading to the clothes washer when the appliance is not in use, and should inspect and periodically replace old hoses with new, extra-strength hoses. The Association has the right (but not the duty) to replace, or to require owners to replace, washer hoses on a periodic basis for purposes of preventive maintenance. All costs for such replacement shall be at the owner's expense.

c. **Sewer Lines.** No item which may clog sewer lines or cause backup and/or sanitation problems may be flushed down toilets. The cost of cleaning the lines will be charged to owners if such items are found in the lines.

11. DISPOSAL of TRASH and UNWANTED ITEMS. Rubbish must be disposed of safely and sanitarily. Loose food garbage must be tied in plastic bags when deposited inside the trash chute, which may be used only between 7 AM and 9 PM. Large or sturdy items which may clog the chute or break the compactor below must not be put into the trash chute. No items will be left in the residential floor trash rooms.

a. **Recyclable items.** Residents are encouraged to recycle newspapers, cans and plastic/glass bottles by taking these items to the recycling center located on the ground floor of the parking garage near the bicycle rack.

b. **Household furnishings and other bulky items.** Residents are individually responsible for disposing of bulk items such as major appliances, mattresses, doors, carpets and furniture. *The garbage collector will not pick up these items.* Notify the BTP office when disposing of such items. Bulky items will not be left anywhere on the property without prior consent of the RM. Violators are subject to fines and for the cost of removing the objects.

c. **Charitable Donations.** Residents are urged to donate items to charities, some of whom will pick up items from BTP: Salvation Army (800-728-7825); Community Clearinghouse (845-1669); Big Brothers Big Sisters (524-6111); Goodwill Industries (806-9675); United Cerebral Palsy (254-0114); Helping Hands (536-3800), Central Union Church (440-3055).

d. **Construction debris** must be disposed of off site by the contractor.

12. **PETS AND SERVICE ANIMALS.** No pets are allowed in the BTP building or on the premises. Notwithstanding any other provision herein, visually impaired persons may keep guide dogs; hearing impaired persons may keep signal dogs; and physically impaired persons may keep service dog/animals. Such service animals are defined in Chapter 515, Hawaii Revised Statutes. Such persons may keep their service animals in their apartments and may utilize them on the common areas as necessary for full enjoyment of the property.

COMMON AREAS

1. MAINTENANCE AND LITTERING. The common areas include parts of the BTP property used by all residents and guests for their mutual convenience, enjoyment. Primary common elements include stairwells, walkways and lobbies; parking garage/deck; party room and recreation deck; swimming pool, showers and restrooms; trash and storage rooms. The Association is responsible for the maintenance, appearance and upkeep of the common areas. Noticed defects and hazardous conditions should be reported directly to the RM.

Eating and/or drinking is not permitted in any of the common areas except in the party room during events scheduled by the Board, owners and/or tenants. Remnants of eating, gum chewing, or drinking materials shall be discarded in special trash bins provided in lobbies, the party room, and at the building entrances. No substance shall be thrown from an apartment lanai/window or from exterior walkways, or discarded in common areas.

Littering in the common areas is prohibited. Do not shake dusty rugs, or other dusty items over lanai walls or sweep carpet dust into the corridors or other common areas. Water should not be allowed to flow over lanais, except for drainage of rain water.

2. USE OF AND ATTIRE IN COMMON AREAS. The common areas will be used only for their designated or intended purposes. Owners shall be responsible for the conduct of their occupants and guests with regard to using

common areas. Riding bicycles, tricycles, scooters, skates, skateboards, etc., is prohibited everywhere in common areas. Running, ball playing, screaming, or boisterous conduct is not permitted in any common area.

Appropriate attire (i.e., shirts, blouses, skirts, pants, dresses, shorts, and footwear) is required in the main lobby area, elevators, and corridors. Swimming suits must be covered with concealing garments.

3. **THE 5th FLOOR PARTY ROOM** (between the 5th floor parking deck and the rear BTP entrance) is available daily from 8 AM to 10 PM. Association functions have priority. Reservations may be made in the RM's office with a \$150.00 deposit, refundable less the cost of cleaning or repairs by BTP personnel or contracted professionals as required to restore the room and all equipment used to the condition existing prior to your use. Auctions, yard sales, flea markets, and any other commercial activities are not permitted. Noise shall be subdued after 9 PM to avoid disturbing residents in nearby apartments. No party room furniture or equipment may be removed. After use, the party room and all appliances must be cleaned and returned to the same condition they were in before they were used. All trash must be wrapped and removed.

4. **THE HOBBY SHOP** on the 2nd floor is available to all residents wishing to craft their own products. Room use is at the user's own risk. Arrangements for access should be made in the RM's office.

5. **CAR WASH AREA** located on the fifth floor parking deck (near the steps leading to the BTP rear entrance) is available for residents only. The washing of vehicles and disposal of excess water shall be done in such manner so as not to violate any federal, state or county laws related to hazardous waste. After use the area should be washed cleaned and the hose replaced on the rack. Water must be turned off.

6. **FIRE ESCAPE DOORS** shall be kept closed at all times except when in use during an emergency.

7. **OBSTRUCTIONS** in common areas are not permitted. No personal property will be left unattended in any of the common areas. Such items may be removed by the RM at the owner's risk and expense.

8. **ALCOHOLIC BEVERAGES**. Consumption of alcoholic beverages in the common areas (except in the party room) is not permitted, except at times and places determined by the Board.

9. **SMOKING** is strictly prohibited in all common areas and within 20 feet of the front door of the building. (City and County of Honolulu Ordinance 93-68).

10. **FIREWORKS** of any kind, anywhere, anytime on the property are strictly prohibited.

11. **SOLICITING** door to door, is prohibited. Solicitation of proxies or distribution of materials relating to Association matters is permitted by owners on the common elements, provided such solicitation occurs at a reasonable time, place and manner.

VEHICLE PARKING

1. **GARAGE GATES**. Each of two entrances to the BTP parking structure has been fitted with a roll-up gate to increase the security of parked vehicles. "Tailgating" through garage gates is not permitted. The Association will not be responsible for damage resulting from improper entrance/exit through these gates.

2. **OPERATION IN THE PARKING STRUCTURE**. The maximum speed for any vehicle in the driveway and garage is five (5) miles per hour. Headlights will be used at all times when moving a vehicle within the parking garage. All vehicles on the premises shall be operated in a quiet manner. Racing motors is prohibited. Avoid screeching tires by slowing speed or increasing tire pressure. On-site non-emergency repairs to vehicles are not permitted.

3. **RESIDENT PARKING**. Each parking stall is identified in the RM's records with a specific apartment. Residents are expected to park in assigned stalls. Residents who loan, rent or switch their stalls must inform the RM. Every motor vehicle regularly parked in an assigned stall must be registered in the RM's office, receive a BTP parking sticker, and display it obviously on the vehicle. Vehicles must not block any driveway or extend beyond assigned parking stall limits. Bicycles and mopeds, when not being used, must be parked in the area(s) designated for such purpose or within the confines of an assigned parking stall.

a. **Stall use.** Stalls may not be used to store household items (other than permitted motor vehicles) including without limitation, household goods, automotive parts, etc. Every motor vehicle parked in the structure must be in good operating condition and display a current vehicle license plate and safety sticker.

b. **Stall maintenance.** Owners are responsible for removing from their designated parking stalls all unsightly or hazardous accumulations of grease, engine drippings or debris, and for maintaining their stalls in a clean condition. Failing that, the Association may clean the stall at the owner's expense.

c. **Parked vehicles.** No vehicles may be left unattended in the front driveway which is used only for loading/unloading merchandise and dropping-off/picking-up people. Vehicles abandoned or illegally or improperly parked on BTP property shall be towed at the owner's expense. Requests to tow an illegally parked vehicle from residents' stalls must originate with the stall owner or registered renter of the stall. Those signing such an authorization to tow shall accept full responsibility for any such action.

d. **Security at night.** Parking garage gates restrict car entry to those with gate "remotes" and/or guests admitted by telephone signals from residents. Security Officers monitor vehicles throughout the parking garage.

4. **GUEST PARKING.** Twenty designated guest parking stalls (marked "V") are available on the 5th floor outside parking deck exclusively for visitors to the building. A log (book) is located at the 5th floor BTP entrance. Each visitor must record his/her name, vehicle license plate number, "V" parking stall number, apartment to be visited, date and time of entry. Visitor parking is limited to six (6) hours. Stalls are checked frequently by an SO. Violators will be cited.

SWIMMING POOL

1. **USE, CONDUCT and RISK.** The pool may be used only by residents or their guests, 9 AM to 9 PM daily. Two keyed gates (using the BTP entrance key) provide the only authorized entries to the pool area. Gates must be securely closed when entering and exiting and not be allowed to remain open.

Personal conduct shall comply with standards set by the Association and by requests of the RM. Any person may be barred from the pool or pool area at the discretion of the RM for violations of rules, or for any reason which, in the judgment of the RM, constitutes a hazard to the individual or to others. Ball play, rough play, running, jumping, profanity, or boisterous conduct is not allowed in the pool area. Climbing the pool fence is prohibited. There will be no littering in the pool area or restrooms.

Residents and guests shall use the swimming pool at their own risk. There is no "lifeguard". The life saving ring and the retrieving hook are not to be used or handled except in an emergency.

2. **SUPERVISION of NON-SWIMMERS.** Users should be able to swim without life preservers, floats, or other aids, or be attended by someone who can swim and will be responsible for the non-swimmer's safety.

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3. **STATE OF HAWAII DEPARTMENT OF HEALTH REGULATIONS** will be strictly observed:

a. "All persons using the swimming pool shall take a cleansing shower bath before entering the swimming pool, room or enclosure."

b. "Any person having an infectious or communicable disease shall be excluded from a public swimming pool."....

c. "No food or drink shall be permitted in the immediate area of the swimming pool or on the decks surrounding the pool."

4. **GUESTS.** Not more than two (2) guests per apartment are permitted at any time in the pool area without prior permission of the RM. Hosts must be BTP residents who escort and remain with their guests.

5. **ATTIRE.** Proper swimming attire must be worn in the pool. Swimming in street clothes is not allowed. All persons with hair shoulder length or longer must wear a swim cap, or braid or tie it when in the pool. Bathers and pool users must be reasonably dry before leaving the pool area. No one shall enter the lobby, elevator or other common area of the building unless covered with a concealing garment.

6. **SUN TAN PREPARATIONS.** Skin care products must be in unbreakable containers. A shower to remove skin care products must be taken immediately before entering the pool. Furniture in the pool and common areas must be protected from sun tan oils, lotions, etc., by the use of towels.

7. **FURNITURE**. Pool equipment, pool furniture, and lifesaving devices will be used only for intended purposes, and will not be used as diving platforms or toys. Other furniture is not allowed in the pool area.

8. **PROHIBITED OBJECTS**. Items such as rafts, surfboards, scuba equipment, air tubes or mattresses, swimming fins, toys or other equipment are not allowed in the swimming pool. Safety floatation devices such as inflatable water wings, life rings, kick boards, goggles, masks, and waist belts are allowed.

Styrofoam, hairpins, etc., which may damage the filter system are not allowed in the pool. Putting any other foreign matter into the swimming pool, sinks or toilets is also prohibited.

9. **NOISE** Radios and other electronic or mechanical sound reproduction devices may be used in the pool area only with earphones and only if the sound is inaudible to anyone but the user. Musical instruments of any kind are not to be played in the pool area. Violators will be required to leave.

10. **SMOKING** is not permitted in the swimming pool area or restrooms.

11. **PARTIES**. No parties, receptions or other social functions are allowed in the pool area without prior approval of the RM. If approved, such functions must not prevent others from using the pool.

WASHING and SHOWERING FACILITIES. Showers and sinks are intended as supplements to pool and deck recreation, not as a substitute for residents' own apartment facilities. Regular bathing apart from pool deck use will not be permitted.

12. **PERSONAL BELONGINGS** such as towels, sunglasses, books, etc. shall be removed upon leaving the pool area, unless absence is for a reasonably short period of time.

ASSOCIATION OPERATIONS

1. **ASSOCIATION INSURANCE**. Owners are advised to inspect periodically and maintain washing machine hoses, toilets, and other plumbing fixtures to avoid water damage claims. In the event of damage to an apartment or the common elements, after notice and an opportunity for a hearing, the Association may assess the deductible amount (per the Association's insurance policy) against the owner(s) in which unit(s) the cause of loss originated. [Hawaii Revised Statutes, Section 514B-143(d)]. Reimbursable costs not paid within a reasonable amount of time will be charged to the owner's account.

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2. **ASSOCIATION EMPLOYEES** are under the sole direction and supervision of the Resident Manager during prescribed hours of work and will not be diverted to the private business of any resident during such times. After-hours employee work for a requesting resident may be permitted by the RM if, and only if, the resident assumes full responsibility (in writing) holding the Association blameless for employee injury or any problem or condition resulting in costs to the resident.

3. **MAINTENANCE FEE PAYMENTS** are due (payable in full) on the first (1st) calendar day of each month. Late fees will be assessed if full payment is not received and credited to the owner's account by the 10th day of each month. A late fee of \$25.00 will be assessed the first offense and \$50.00 thereafter. At least three business days should be allowed for a payment to be credited to an account. An option is to subscribe to "Sure Pay" whereby maintenance fees are automatically paid from your bank account and sent electronically to the Managing Agent.

4. **PRIORITY OF PAYMENTS**. When unpaid late fees, fines, legal charges, bad check charges, special assessments, or other charges exist against the account of an apartment owner, the next fee payment received by the Managing Agent will first be applied to liquidating these fees and charges in the order stated above. After these fees are paid, the remaining amount will be credited to the owner's maintenance fee assessment account.

Hawaii law provides that failure to pay these charges and fees will result in deducting them from future maintenance fee (for common expense) payments, so long as a delinquency continues to exist. Late fees shall be imposed against any balance in the owner's account due the Association.

COMPLIANCE AND ENFORCEMENT

1. **COMPLIANCE** with House Rules is required of all owners, occupants and guests by Hawaii Revised Statutes, Section 514A-112. Owners are responsible for compliance with the House Rules by their occupants and guests. House Rules are issued by the BTP office.

House Rule violations should be reported promptly at the time of occurrence to the Resident Manager who will take appropriate action.

2. **AMENDMENTS**. Subject to the provisions of the BTP Declaration and Bylaws, these House Rules may be amended by a majority vote of the members of the Board of Directors present at a duly called meeting of the Board or by written consent of all members of the Board.

3. **ENFORCEMENT**. The Board of Directors acting through the Managing Agent and the RM will enforce these House Rules. Fines will be assessed against the owner for any violations by the owner, the occupant(s) and/or guests(s) who violated the HR.

Damage to common areas shall be surveyed by the RM. The cost of repair or replacement and any legal fees incurred may be assessed by the Board against the owner, or his/her occupant(s) and/or guest(s) who caused the damage.

To the extent authorized by the governing documents and/or the Condominium Property Act, costs, fines, and fees may constitute a lien against the owner's interest in the apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act.

Enforcement is most effective when all residents participate by appropriate actions and by reporting inappropriate behavior or unsatisfactory conditions.

4. **VIOLATIONS**. Residents are requested to report violations of these House Rules and damages to the common areas to the RM, the Board, or the Managing Agent. The RM will then notify the resident/owner of specific House Rule violations.

Violation of any House Rule shall give the RM, the Board, and/or the Managing Agent the right to:

a. **Enter an apartment** if it is the site of the violation, and to remove or correct the offending item, structure, or condition which is contrary to the intent and meaning of the House Rule(s) violated. Any expense for such corrective action will be borne by the defaulting apartment owner, occupant or guest. The Association, the Board, and/or the RM shall not be deemed guilty in any manner of trespass.

b. **Institute legal proceedings** to correct the violation and/or to restore conditions and materials to the status prior to the violation. All costs, including attorney's fees, shall be borne by the defaulting apartment owner regardless of the person(s) actually responsible for the violation.

5. **FINES**. House Rule violations are subject to citations and fines as stated below. The first offense for a resident (owner, tenant or guest) found in violation of any house rule is a written and/or verbal warning. After the initial warning owners will be charged the appropriate fine amount, in accordance with the established fine schedule, for each violation incurred. Serious violations which, for example, threaten person(s) or property, shall be the basis for a fine without any requirement of prior notice.

Warning –	No Fine
First Citation –	up to \$100
Second Citation –	up to \$200
Third Citation –	up to \$300
Fourth and after –	up to \$300

Examples of violations for which citations and fines may be issued

- Damage to common elements or Association property
- Unauthorized building alterations
- General annoyance and/or misuse of common areas (includes conduct or activity)
- Improper disposal of refuse of bulky items
- Registration noncompliance
- Vehicle and parking violations
- Conduct or activity that threatens personal safety
- Uncleanliness (appearance of apartments, lanais, windows and parking stalls)

All fines are in addition to any related costs incurred by the Association to clean or repair property, tow vehicles, dispose of bulky items, pay State or City & County fines, or for any other expenses.

6. APPEALS. Residents may contest citations and/or fines by writing to the Board of Directors at the Managing Agent's office within ten days of receiving notice of the citation and/or fine. Correspondence should provide the relevant facts and specify the grounds for the objection, which the Board will consider in rendering a final decision. Owners who have been fined shall be allowed the opportunity to be heard at the next regular meeting of the Board. Whenever possible, the Board's decision will be given in writing to the appealing owner/resident within a reasonable time after the Board meeting at which the appeal was heard/considered.

All fines, including those for contested violations, must be paid no later than thirty (30) days from the date of citation. Fines relating to decisions reversed by the Board through the appeal process will be immediately refunded.

APPENDICES

A. DIRECTORY

Project: Banyan Tree Plaza

Resident Manager: Ron Grimes
Office Telephone: 947-1522
Office Fax: 947-1187
R.M. Cell Phone: 778-5453
RM e-mail: rong@banyantreeplaza.com

Administrative Asst.: Dawn Lino
Office phone: 947-1522
e-mail: dawnbanyantree@hawaii.rr.com

Call the RM with any questions/concerns regarding BTP physical property or to report conditions needing immediate attention.

Call the Administrative Asst. for information or

Managing Agent: Hawaiiiana Mgmt.

Account Executive: Leland Nye
Office Telephone (Direct): 593-6301
Office Fax: 593-6333
AE Cell Phone: 341-7568
Business e-mail: LelandN@hmcmgt.com

Administrative Asst.: Stephanie Angle
Office phone: 593-6398
e-mail: stephaniea@hmcmgt.com 593-6398

Call Leland Nye with any questions/concerns about the general maintenance or administration of BTP.

Hawaiiiana Management, Inc.
711 Kapiolani Blvd., Suite 700

assistance on administrative, clerical or to report any emergency or condition relating to BTP.

Honolulu, HI 96813
(808) 593-9100 Main Number

B. MISCELLANEOUS INFORMATION

Illegally parked vehicles are towed to:

Ace Towing Service, 120 Adams Way, Sand Island, Honolulu, HI 96819

847-7811

Honolulu Recycling Center: Recycle glass, newspaper, plastic, etc.

527-5335

BULK ITEMS: Contact the BTP Office for assistance. Large items are not allowed in our dumpster.

CARDBOARD BOXES: All boxes must be flattened and taken personally to the first floor dumpster.

DO NOT THROW BOXES DOWN THE TRASH CHUTE.(They may clog the chute or damage the compactor.)

FREE junk car pick-up: Honolulu City & County, Public Works Division

523-4685

Inoperable cars on BTP premises are subject to being towed at the owner's expense.

Hawaiian Telecom: (Emergency Telephone Repairs)

611 or 1-800-483-1000

Oceanic Cable: (installation, repairs, removal)

643-2100

POLICE, FIRE, AMBULANCE:

911

Give your complete address: "1212 Punahou Street, Apt. XXXX." and briefly state the problem.

Be sure to tell them that the building is on the corner of Punahou and Beretania Streets (Entrance on Beretania).
Notify the Resident Manager about any incident or emergency involving personal injuries, property damage, break-ins, or thefts on the premises.

BOARD OF DIRECTORS: Board Meetings are usually held on the 3rd Thursday of the month at 7:00 PM.

Owners are invited and encouraged to attend. Call the BTP Office for the names of the current Board of Directors.