

## **HOUSE RULES**

### **AOAO BANYAN TREE**

Welcome to Banyan Tree. To insure a congenial living atmosphere, common courtesy is necessary; to insure fairness to all, rules must be enforced. The following House Rules were established to promote harmonious living, to protect all owners, residents, guest and invitees from annoyance and nuisance caused by improper use of the Banyan Tree Condominium, and to protect the value, reputation and desirability of the Project. The cooperation of all owners, residents and guest is expected.

The House Rules may be amended by the Board of Directors of the Association of Apartment owners of Banyan Tree. The Board of Directors may delegate the full authority and responsibility of enforcing the House Rules to the Managing Agent and/or the Resident Manager. All persons on the premises, whether as occupants, owners, their families, tenants, guest shall be bound by these rules and standards of reasonable conduct.

If the immediate services of the Police Department, the Fire Department, an ambulance or doctor are required, the appropriate agency or person should be called directly or by using 911. Only emergencies that could affect the operation of the project such as flooding, fire or theft will be handled by phone by the Resident Manager.

Resident Manager	808-640-1845	Barry Youmans
Association Account Executive	808-443-5963	Jeannette Vidgen

## 1. Owner's Responsibilities Regarding Rental Activities

- a. Each unit owner is responsible for the actions of their agent, tenant or guest within the premises of the Project including, but not limited to, the common elements. It is the owners' responsibility to ensure that his/her agent, tenant or guest conforms to the intent and meaning of the House Rules. **Additional copies of the House Rules may be obtained from the Resident Manager.**
- b. A resident owner may lease his unit or make it available to friends, but the person or persons leasing, renting or living in the unit shall abide by all the House Rules, the Project's documents, and the owner shall assume responsibility for the conduct of all occupants of their unit. Owners who permit occupancy of their apartments by others shall convey a copy of these rules to the occupant. Each owner shall be responsible for the actions or omissions of all occupants of his/her apartment and their guest.
- c. **FINES.** Owners shall be assessed fines resulting from violations of their renters or guest. Owners are responsible for the payment of fines, however, they may collect the fine reimbursement from their tenant/guest. Fines are due and payable to the AOA Banyan Tree with the next maintenance fee payment. Unpaid fines will be deducted from the maintenance fee payment leaving the owner delinquent. Delinquent accounts may be sent to the Association's attorney for collection. All legal fees and court cost will be the responsibility of the delinquent owner.
- d. **It is recommended that owners include a provision in their rental contracts that states: "If an owner is fined as a result of a violation by a tenant, the tenant is to reimburse the owner or rental agent and that the owner or rental agent is given the right to deduct the amount equal to such fine from the tenant's security deposit".**
- e. Each resident shall complete a Resident Registration Form that is to be kept on file in the Banyan Tree office.
- f. Suggested occupancy is limited to four persons per apartment.

## 2. Occupancy

- a. Condominium law requires that the Association shall have the right of access to each apartment as necessary for the operation of the property and/or for emergencies (Section 514A-82-18b-6). Upon completion of a "Release/Indemnification" form, a duplicate key to your apartment will be kept in a locked key cage in the office for the exclusive use by the Resident Manager. Should the Resident Manager require access to an apartment in the absence of the owner, a notice to that effect shall be left in the apartment after entry. Residents who authorize periodic, scheduled pest control must check the box on the Resident's Information Form (RIF) authorizing the Resident Manager to admit pest control employees into their apartment in their absence. Residents who lock themselves out of their apartment and require the Resident Manager to unlock their door shall sign an authorization form and may be charged a \$25.00 fee, due and payable to the AOA Banyan Tree.

- b. **By Hawaii State law, smoking is not permitted in any common area of the Project. Smoking is not allowed on the lanai or any other outdoor area of the Banyan Tree Property, other than the designated smoking area across from the elevator on the garage level.**
- c. Each owner and occupant shall file his or her name, address and telephone number with the resident Manager upon taking occupancy of an apartment.
- d. Owners and or their agents should notify the Resident Manager or managing Agent when their units will be unoccupied and when they are sold. Such notices are for the protection of the current owner. It is recommended that owners and/or their agents make periodic inspections of their units when they are unoccupied.
- e. Owners and residents shall give immediate notice in writing to the Manager or a member of the Board of any damage, accident or injury to a common area, exterior or roof of the building, their equipment, furnishing or fixtures.

### **3. Conduct of Tenants and Guest**

- a. Owners and occupants are responsible for the conduct of their guest.
- b. An owner shall, upon the request of the Board, immediately abate and remove, at the owner's expense, any structure, thing or condition that may exist with regard to the occupancy of an apartment by owner's tenants or guest contrary to the intent and spirit of these rules. If the owner is unable to control the conduct of tenants or guests, the owner shall, upon request of the Board, immediately remove such tenants or guest from the Project, without compensation for lost rentals or any other damage resulting from such removal.
- c. The resident will be responsible for giving their guest or temporary occupants copies of the vacationers' House Rules Summary (copies of which have been provided to all). All absentee owners, at their expense, must have an agent conduct periodic inspections of their closed apartments, assuming responsibility for the contents thereof.

### **4. Emergencies**

If the immediate services of the police department, fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc. should also be brought to the attention of the Managing Agent and/or Resident Manager **after having called the above mentioned emergency services.**

### **5. Elevator**

- a. A lobby telephone is provided at the parking entrance for visitors to contact condominium residents. Please note: Each unit has a code (see listing on adjacent board) to be dialed from the lobby telephone to the unit. Visitors should be advised that the condominium unit number is not the code.
- b. For reasons of safety, loitering in elevators, lobbies and parking areas is not allowed. For reasons of safety, young children are not allowed to operate the elevator.
- c. For security, do not let anyone you do not know into the elevator. They can use the telephone outside of the elevator to call residents that they wish to see or they may call the Resident Manager.

- d. Four elevator entry keys are issued to owners. Additional keys require a deposit and must be returned to the Resident Manager when the unit is sold. Deposit will be refunded when key is returned.

**6. Commercial Activities and Soliciting**

There shall be no commercial solicitation allowed on the premises at any time. 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.

**7. Request and Complaints**

Request and complaints may be made to either the Resident Manager or the Managing Agent.

**8. Moving and Service Calls**

- a. Advance notice (24 hours) must be given to the Resident Manager when household goods or large items are to be moved into or out of the building, especially if exclusive use of the elevator is needed. The resident Manager will see that the elevator is protected with padding and proper scheduling is maintained. Household goods shall be moved only between 8:00 a.m. and 8:00 p.m.
- b. All such household goods shall be moved into and out of the building via the garage level only.
- c. For moving and service calls, any needed on-premises parking must be requested and arranged in advance with the Resident Manager.
- d. Building security must be maintained during moves and service calls.
- e. It is the resident's responsibility to inform all movers, workmen and service people of the rules pertaining to their work and to give them access to the building and the individual apartment.
- f. All damage to common elements and removal of all debris resulting from moves or service calls are the responsibility of the owner of the apartment involved.

**9. Security**

Owners, occupants or guest who entrust items of personal property to an employee of the Association or the managing Agent, do so at the sole risk of such owner or occupant or guest and neither the Association, Board of Directors or the Managing Agent shall be liable for any resulting injury or loss or damage.

**10. Alcoholic Beverages**

Alcoholic beverages **SHALL NOT** be consumed in the common areas of the property. Alcoholic beverages may be consumed in the pool /recreation area, however, **glass containers are not allowed anywhere in the pool/spa area. Residents and guest must remove all containers when they leave the area.**

**11. Water Facilities**

Toilets, sinks, and other water or sewer facilities in the project shall not be used for any purpose other than those for which they were designed. Sweeping, rubbish, rags or other articles shall not be thrown into such facilities. Any damage resulting from misuse of an toilets, the owner of such apartment, at his or her sole expense shall repair sinks or other water facilities in an apartment.

## **12. Smoke Detectors**

Smoke detectors are required and have been installed in each unit. It is the responsibility of each owner to maintain the smoke detector. The purchase of a fire extinguisher is also strongly advised. **Batteries need to be changed annually.**

## **13. Water Furniture**

Water beds are not permitted.

## **14. Electrical Equipment**

All radio, television or other electrical equipment of any kind or nature installed or used in each apartment shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the owner shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such owner's apartment. **Noise levels must be kept at a reasonable volume and residents must strictly recognize the quiet hours between 10:00 p.m. and 8:00 a.m.**

## **15. Curtains and Drapes**

Windows, if curtained or draped, are to be done so curtain liners are of a light neutral shade (white or off-white) as approved by the Board, in conformance with the aesthetics of the condominium. Sunshades of bamboo or imitation bamboo in neutral colors may also be installed.

## **16. Use of Common Areas**

- a. No owner or occupant shall permit an unsightly condition to be maintained in open view from such owner's apartment or the limited common elements appurtenant thereto or any adjoining common area of the project, and in particular, nothing shall be hung from windows, corridors, rails, lanai (to include, but not limited to, banners, towels, swim suits, advertising or flags). For the purpose of this provision, an unsightly condition includes, but is not limited to the following: litter, trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or part thereof; non-decorative gear, equipment, cans, bottles, ladders, crates, or barrels and improperly shaded (nor no shade) lights that create objectionable glare.
- b. Screen doors are required if front doors are to be left open. Screen doors must meet association requirements. See Manager for requirements.
- c. No fires including barbecue fires shall be permitted within any part of an apartment. Barbecue fires shall include, but not limited to, the cooking of any food items over charcoal fire, gas grill, or electric grill that produces or may produce an open flame.
- d. Bicycles must be kept inside of unit or in your parking stall.
- e. Personal use of the property of the Association, such as maintenance tools, is prohibited.
- f. Common areas shall not be obstructed or used for any purpose that may negatively impact upon the comfort, convenience, rights or safety of any occupant or guest of Banyan Tree.
- g. Sporting equipment, such as surfboards, bicycles, rafts, golf clubs, etc. shall be stored within the apartment or in a designated storage area.

- h. There shall be no loitering in or recreational use of common areas, except for the pool/spa, ocean front lawn and other designated recreational areas.
- i. Golf shoes, roller blades, roller skates, etc. shall not be worn while walking through any common area.
- j. No items may be placed in any front entryway or walkway.
- k. For safety reasons, shoes or slippers must be worn while walking in the common areas of the property except pool/spa area.

#### **17. Noise**

- a. All vehicles and motorcycles must be equipped with appropriate mufflers. Excessive engine-revving noise from motorized vehicles is strictly prohibited. Violators will be subject to fines.
- b. Owners and occupants shall not cause excessive noise of any kind and shall be considerate of other occupants at all times. Occupants shall not make or cause, or permit their families or guest to make or cause, noise that will unreasonably annoy or interfere with the right to quiet enjoyment of other occupants. This shall apply to any electrical or mechanical appliance, device or equipment that may produce loud or constant noise heard in adjoining units. Examples of such noise producing activities are drills, sanders, bouncing balls, jumping or excessive exercising with or without equipment.
- c. Avoid excessive noise of any kind, at any time; be considerate of other residents. Loud conversations must be avoided along the walkways and from lanai. Shouting from lanai or parking areas is prohibited. Excessive horn honking is prohibited. Reports of excessive noise should be reported to the police immediately. It is not the responsibility of the Association, (nor is the Association equipped) to respond to such incidents. However, residents should give notice as soon as possible to the Resident Manager of any such incidents.
- d. At all times, radios, televisions, stereos, musical instruments, tape recorders, karaoke machines, etc. must be played so as not to disturb residents of other units. Particular attention must be paid to volume between 10:00 p.m. and 8:00 a.m. Car stereos must be turned down when on Banyan Tree property.

#### **18. Fireworks and Hazardous Substances**

- a. No machinery, apparatus or flammable fluids (such as gasoline, kerosene, or explosives) deemed hazardous to life, limb or property may be installed or kept or allowed on the premises without prior written consent of the Board of Directors. Provided, however, that any hazardous substances permitted to be brought onto the property must be stored properly so as to avoid risk of injury or any violation of state or federal law, rule or regulation related to hazardous materials.
- b. **Fireworks and firecrackers are strictly prohibited. Failure to comply with this House Rule could result in immediate eviction of tenant(s). A fine will also be imposed against the owner of the unit.**
- c. **OPEN FIRES (including CHARCOAL grills, hibachis and kamados) are not permitted on the premises. A gas grill is located at the pavilion for your use. Please turn off the main gas valve (in back of the table ) and clean up after each use. Do not put the cover on while the grill is hot.**

## 19. Pets

- a. Pets are not permitted at Banyan Tree.
- b. Notwithstanding any other provision contrary herein, visually impaired persons may keep and/or use guide dogs as defined in Chapter 515, Hawaii Revised Statutes, hearing impaired persons may keep and/or use signal dogs as defined in Chapter 515, Hawaii Revised Statutes and physically impaired persons may keep and/or use service animals as defined in Chapter 515 Hawaii Revised Statutes, in apartments and may use such dogs/animals as reasonably necessary to the enjoyment of the project.
- c. **A Doctor's Confidential Certification Letter** must be presented to the Managing Agent by the resident seeking approval of said dog/animal to authorize the animal's presence on the premises. The owner of the apartment shall be responsible for any necessary cleanup of the animal's body waste.

## 20. Refuse Disposal

Residents must use trash receptacles provided at the Banyan tree project. Care is to be taken in carrying trash to the receptacles. Marring and staining of all surfaces must be avoided; spilling of liquids, food products, cleaning agents and other components in all exterior common areas is not allowed. Trash must be placed in plastic garbage bags that are securely fastened to avoid spillage and taken directly to the trash bin. Refuse is not to be left outside the disposal bin or at any other part of the project. Empty boxes must be broken down and placed inside of the dumpster. If disposal bin is full, please take refuse to another disposal bin on the property. When residents do remodeling including replacing air conditioners, doors, carpets, cement, etc., such items need to be hauled to the refuse station by the resident. Be advised that continued violations of this rule may result in appropriate increase of maintenance fees.

## 21. Energy Conservation

To help control cost and increase in maintenance fees, please conserve water. Please have leaks in your unit repaired immediately; report, in writing, common area leaks to the Resident Manager or Managing Agent.

## 22. Prohibited Activities

- a. Use of or rowing of illegal substances of any kind is strictly prohibited within the apartments or anywhere on the premises of the Banyan tree. **Violators will be reported to the police and immediate eviction of the tenant/resident will result. Owners are responsible for illegal activities of their lessees and/or guest.**
- b. Negligent or malicious damage to common elements is prohibited.
- c. No activity shall be engaged in and no substance introduced into or manufactured within a unit which might result in a criminal or civil violation of the law or which may overload or impair the structural integrity of a building or result in the cancellation of the insurance or increase in the insurance rate on the project.

### 23. Pool and barbecue Areas –Also See Pool Rules

- a. Pool hours are from 9:00 a.m. to 10:00 p.m.
- b. No nude persons are allowed in the pool at any time. Diapered persons are not allowed in the pool without wearing the special swimming diaper now available. **A responsible adult must supervise all persons less than 12 years of age, at all times.** Guest are limited to two (2) persons per unit and must be accompanied by a resident of the Banyan tree. **For safety and insurance reasons, the pool gate must be kept closed at all times.**
- c. The pool/barbecue area must be reserved with the Resident Manager in advance. Pool parties and barbecues require a five (5) day written notice. Reservations are signed on a first-come, first serve basis according to the records of the Resident Manager. **No standing reservations will be accepted.** Residents are responsible for cleaning the area before leaving. For reasons of safety, no glass bottles or containers are allowed. **A deposit of \$50.00 is required before reserving BBQ/Pool areas. Deposit will be returned within two (2) days provided area has been appropriately cleaned.**
- d. Food and beverages of any kind must be consumed and remain in the BBQ/Pool area. Only plastic containers are allowed in the pool/spa areas. Residents and guest must remove all dishes, containers and refuse when leaving the area.

#### **BAYAN TREE POOL RULES**

1. Pool and spa hours are from 9:00 a.m. to 10:00 p.m.
2. Reservations are required for groups/parties. Please see resident Manager to make a reservation.
3. Residents and their guest shall use the swimming pool, spa and related facilities at their own risk.
4. Use of the pool facilities shall be limited to apartment owners, their lessees or renters, members of the family and guest of the owner, lessee, or renter. Non-residents and/or guest shall not use these facilities unless accompanied by a resident of the project. Guest are limited to two (2) guest at the pool at one time. Residents are responsible for guest complying with the rules.
5. For safety reasons, an adult (age 18 or over) shall supervise all children twelve (12) years of age and younger. No adult shall supervise more than four (4) children at any time.
6. Horseplay, running, jumping, diving, screaming, playing ball, Marco polo, or throwing of any objects anywhere in the pool or pool recreation deck or other boisterous conduct is not permitted. Nor any splashing of water other than that accompanying **normal** swimming. Loud noise or boisterous behavior in the pool or pool area is strictly prohibited. The Manager has the authority to ban violators from the use of the pool and pool area until review by the Board of Directors. Fines may also be issued.
7. Appropriate, clean swimwear is required – no street or exercise wear.
8. **SMOKING IS STRICTLY PROHIBITED IN POOL/SPA/BBQ AREAS**
9. Long hair must be confined with braid or swimming cap. Pins, clips, jewelry, etc. must be removed before entering the pool/spa.

10. No boards, balls, diving or other equipment shall be used in the pool/spa except for swimming aids fastened to the body of the user when in the pool. Inflatable mats and rings are permitted as long as used with care.
11. Pool furniture is to be returned to its proper place in an orderly manner.
12. No glass containers or objects or similar breakable materials shall be permitted in the pool area.
13. The use of portable radios and other devices capable of sound production are not allowed unless used with earphones.
14. **Showering at the pool shower is required prior to EACH entry into the pool.** Tanning oils and lotions, if used, must be removed by showering prior to entering the pool/spa.
15. Do not leave trash behind, it must be removed from the spa area – check the pool/spa area before leaving. Managers are not responsible for any items that are left on the pool furniture in between users.
16. **Towels must be placed on the pool chairs and lounges when occupied. The Association does not provide towels, or cleaning agents for residents use at the pool.**
17. Oral or other body discharges in the pool is strictly prohibited. Violations will result in fines being assessed plus cost of necessary draining, disinfecting and cleaning of the pool/spa. Neither the Association nor Managing Agent is responsible for individuals developing diseases or skin allergies from the use of the pool/spa.
18. Persons having diseases of the skin, sore or inflamed eyes, discharge from the ears, cold sores or wearing Band Aids or bandages, are excluded from the pool/spa.
19. Infants and other persons who may be incontinent must wear clean waterproof diapers or other leak proof protective clothing to be allowed in the pool. Owners are responsible for the cost and fines of any necessary cleanup as a result of body waste.
20. No food or beverage shall be permitted in the pool or spa.

**VIOLATIONS OF POOL RULES CAN RESULT IN LOSS OF PRIVILEGES AND FINES.**

**YOUR COOPERATION IS EXPECTED AND APPRECIATED.**

**MAHALO**

**24. Vandalism and Damage to Pool**

No substances of any kind may be added to the pool/spa (soap, chemicals) by any person other than authorized Banyan Tree staff or Banyan Tree engaged pool service. Tampering with pool/spa equipment will result in fines and loss of pool privileges.

**25. Vandalism and Damage to Buildings/Alterations to Common Areas**

- a. Behavior resulting in public nuisance or messes is strictly prohibited and may result in immediate fines. Inflicting damage to a common area or exterior of the building, equipment belonging to the Association, furnishings or fixtures is prohibited. The Board of Directors may assess the cost of restoring; repairing or replacing damaged items or areas, whether such damage was intentional or unintentional, against the person(s) causing the damage.

- b. Alterations to common areas are prohibited. No parts may be removed or replaced, including but not limited to: plants, flowers, shrubs, rocks, rock walls. Any and all the landscaping areas are the responsibility of the Resident Manager and may only be altered by the Board or by recommendations of the Resident Manager and/or Association Manager. Request by owners for removal or replacement of certain landscape plants, must be put in writing to the Board, and will be reviewed per recommendations of the Manager.
- c. Any interference, either verbal or physical, with employees or contracted vendors is strictly prohibited and such interference may result in fines.
- d. Maintenance request pertaining to any part of the common areas can be submitted to the Resident Manager.

## **26. Lanai**

Only appropriate furniture and small potted plants shall be used on the lanai and all unsightly items shall be removed upon the request of the Manager. Storage cabinets on the lanai must be small in size, in good condition and must be placed against walls. Wood storage cabinets are not allowed.

- a. Textile items, including towels, bathing apparel and clothing, brooms, mops, cartons, etc., shall not be placed on the lanai or in passageways or in windows so as to be in view from the outside of the building or from the apartment above or next to.
- b. No occupant shall sweep or throw water, dirt or other substances from the lanai, balcony, window or doorway into any part of the common premises or onto the unit of any other resident. Articles such as clothing, curtains, mops, rags, rugs, tablecloths, towels and so forth may not be shaken from any window, door, balcony or lanai. Debris of any kind shall not be thrown from any entryway.
- c. All potted plants shall be placed in containers so as to prevent the dripping of water or soil on to other condominiums or the common elements. Care should be taken in scrubbing the lanai so as to prevent water from running down the exterior of the building or onto the lanai below.
- d. Cigarette butts must not be thrown from the lanai nor dropped on any common element of the project)to include, but not limited to, inserting into lava rock walls(. Cigarettes must be extinguished completely and disposed of into proper receptacles.

## **27. Parking**

- a. Each unit is limited to a maximum of two vehicles on property at any one time. Each unit has one deed, assigned parking stall. Overflow parking area (unpaved parking on South side of building) is available for an additional vehicle, space permitting.
- b. Use of guest parking is limited to 24 hours of continuous parking.
- c. Vehicles must be registered with the Resident Manager.
- d. Vehicles shall be centered in the marked parking spaces so as to prevent crowding of adjacent spaces and/or blocking of passages. Parking stalls are for the parking of **autos, trucks, mopeds, motorcycles and bicycles only**, all of which must be licensed, insured,

current safety sticker and operational. No other objects such as boats, trailers, carts, etc., may be parked in these areas.

- e. Repairs of vehicles or other equipment shall not be permitted anywhere on the premises. Only emergency repairs will be allowed, i.e. flat tire and cable jumping.
- f. Residents shall keep their parking stalls free of grease, oil or other slippery substances. Owners who are given notice to clean their respective stalls within a reasonable time limit and do not do so, will have it cleaned by the Association at the Owner's expense. The expense is an assessment due and payable with the next maintenance fee payment.
- g. Vehicle size is limited to stall capacity. Vehicles larger than  $\frac{3}{4}$  ton or with a wheel base the length and width of the white lines of the parking stall are not allowed on Banyan Tree property. Extra long vehicles such as limousines, busses, shuttle busses, vehicles having undergone specialized bodywork, are not allowed to be parked on property.
- h. No vehicle belonging to an Owner or to an occupant or the guest or employee of an Owner or occupant shall be parked in a manner as to impede access to the common elements by others. Vehicles belonging to guest shall be parked only in spaces designated for visitor parking.
- i. Boats of any kind are not allowed at Banyan Tree.
- j. Skateboarding, roller blades, roller skating, scooters, bicycling and recreational activity of any sort is prohibited in all common areas of the project to include the parking lot area.

**28. Moving and Service Calls**

- a. Moving in/out of your unit must be done between the hours of **8:00 a.m. and 7:00 p.m.**
- b. All damages and debris as the result of the move in/out are the responsibility of the apartment Owner. Boxes must be broken down and placed inside the dumpster. Failure to do so may result in fines to the unit Owner.
- c. For moving and service calls, on premises parking must be requested in advance. Arrangements must be made with the Resident Manager.
- d. It is the resident's responsibility to inform the movers, workmen and service people of the rules pertaining to their work and providing access to the unit.

**29. Unit Alterations and Appearance of Exteriors**

- a. Any renovation of the interior of any apartment must meet required government building codes and all applicable regulations and laws.
- b. No modification shall be made which affects the structural members of the building or the common utilities. Any modification to windows, entry door hardware, lanai railing, must have written approval of the Board of Directors and follow the Association's established specifications. Approval must be granted prior to installation or modification.
- c. All repairs and maintenance of internal installations within each apartment such as water, electric power, sewage, telephone. Air conditioning, sanitation, doors, windows, lamps and all other fixtures and accessories belonging to such apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors and ceilings of such apartment, shall be at the Owner's expense.

- d. Every Owner shall at all times promptly perform all repair and maintenance work within his or her apartment for which the Owner is responsible pursuant to the declaration and the bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other apartment, caused by his or her failure to do so.
- e. Signs, signals or lettering shall **NOT** be inscribed or exposed on any part of the building, nor shall anything be projected out of any window or off any lanai (to include, but not limited to, banners, flags or advertising).
- f. No Owner or employee, agent, guest, or lessee shall change, disturb, prune, destroy or plant ground cover, flowers or any other item on the common areas. Residents are not allowed to make request to the landscapers or any other contracted personnel. Special request to the landscapers or any other contracted personnel must be made in writing and submitted to the Board.
- g. No object or device, including but not limited to awnings, screens, windbreaks, radio or television antennas, air conditioning units, not part of the original building design, shall be installed so as to be not visible from the outside of the building or from any common passageway, except as provided below with written permission of the Board of Directors and following the established specifications; provided however, antennas and satellite dishes which are covered by the attached Antenna Policy will be permitted only as described in that Policy.
- h. Unit entry doors and entry door screens are the responsibility of the owner and door must be replaced with appropriate doors that are approved by the Board of Directors. The Association will be responsible for exterior painting; however, residents/Owner is responsible for keeping their unit door and front entrance areas **clean and free of clutter**. Front doors and/or entryways that are not cleaned after notice to the Owner will be cleaned by the Association and the cost of said cleaning will be billed to the unit Owner.
- i. The Board may inspect any work and may order the removal of any work that has not been approved or which may adversely affect the common elements or the exterior appearance of the project.
- j. Locks and hardware may be replaced in unit entry doors. Locks must meet fire door regulations and specifications.
- k. No person (other than authorized tradesmen and technicians) shall be allowed on the roof of the project for any purpose.
- l. No occupant shall interfere in any manner with any portion of the lighting or irrigation system or sprinkling systems in or about the premises. Maintenance request forms may be filled out and submitted to the Resident Manager.
- m. Glass windows must be replaced in kind.

### **CONSTRUCTIONS RULES**

- Construction work hours are from 8:00 a.m. to 5:00 p.m. Monday through Saturday. **NO WORK ON SUNDAY OR HOLIDAYS.**
- All construction materials and debris need to be hauled off site and not deposited in the Banyan Tree refuse container. Do not dump **ANYTHING IN THE TOILETS OR DRAINS.**
- All construction materials, tools, supplies and refuse must be carried in/out of the unit with care making sure not to damage any common areas.
- Two days notice is required to turn off water to the building. Water shut down will only be scheduled from 10:00 a.m. to 2:00 p.m.
- All items/materials left in the hallway during the time when work is being done must be removed from the hallway at end of work day.
- Management reserves the right to inspect the work that is being done. Any apartment alterations, i.e. plumbing, and electrical modifications, hard flooring installations, etc. need Board approval.
- Any renovation of the interior of any apartment must meet required government building codes and all applicable regulations and laws.
- No modification shall be made which affects the structural members of the building or the common utilities. Any modifications to windows, entry door hardware, must have written approval of the Board and follow the Associations' established specifications. Approval must be granted prior to installation or modification.
- Every owner shall at all times promptly perform all repair and maintenance work within his or her apartment for which the Owner is responsible pursuant to the declaration and the bylaws, and shall be responsible for all loss and damage, including loss or damage to any common element or any other apartment, caused by failure to do so.
- No one is allowed on the roof of the building at any time.

### **32. Disabled resident and guest**

- a. Reasonable exceptions to these House Rules may be made if such exceptions are necessary to accommodate a disabled resident or guest. Anyone needing special exceptions or accommodations of one or more of these House Rules may request such accommodation or exception in writing from the Managing Agent, resident manager or any member of the Board of Directors.
- b. **Resident or guest needing the assistance of guide dogs as defined in Chapter 515, Hawai'i Revised Statutes, hearing impaired persons may keep and/or use signal dogs as defined in Chapter 515, Hawai'i Revised Statutes and physically impaired persons may keep and/or use service animals as defined in Chapter 515, Hawai'i Revised Statutes should provide the Board of Directors with written Doctor's Confidential Certification Letter of such need. This Certification Letter should be given to the Managing Agent.**
- c. Unit Owners may, at their own expense and with prior written approval of the Board of Directors, make reasonable alterations of their apartments if such alterations are necessary to accommodate a disabled resident in that unit.

### **33. Violations of House Rules**

- a. The Board, acting on behalf of the Association, shall have the right of entry only in such instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any owner, occupant or guest. Such entry is for the sole purpose to summarily abate and remove, at the risk and expense of the defaulting Owner whether caused by the Owner or by any person for whose conduct the Owner may be responsible, any structure, thing or condition that may exist therein contrary to the intent and meaning of these rules, and the Board shall not thereby be guilty in any manner of trespass.
- b. The Board of Directors is charged with administering the House Rules. Violators will be warned verbally and/or with written notice and those who repeatedly refuse to comply with a rule or rules will be reported to the Managing Agent for further action. Serious infractions (violations which, for example, threaten person or property) shall be basis for immediate action without any requirement of prior notice.
- c. These House Rules shall be observed and obeyed by all condominium Owners and each Owner shall require guest or other permitted persons on the premises to likewise obey and observe said rules. In the event that the Association incurs expense as a result of any apartment Owner's or his occupant's or guest's failure to abide by the

House Rules, the condominium Owner, as well as said occupant or guest, shall be responsible for the payment of same.

- d. The Board may impose monetary fines upon Owners, tenants or any other person using or coming upon the project or any part thereof for any purpose whatsoever, for any violation of the By Laws, House Rules, or Declaration in accordance with a reasonable schedule of fines; written notice of which will be sent to Owners or their agent. The Board may authorize the Managing Agent to impose fines in accordance with such schedule. A hearing may be requested.
- e. The violation of any of these rules or breach, gives the Board, acting in behalf of the Association, the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all cost and expenses, including attorney's fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

#### **34. Fines**

- a. Any person fined for violation of these House Rules may have an opportunity to be heard by the Board of Directors regarding the incident(s) leading to the fine or regarding the fine itself.
- b. A ten (10) day notice shall be given to the Owner to correct any deficiencies before a fine is levied.
- c. After fine is levied, the owner shall have thirty (30) days to pay the fine from the assessed date as noted by mail to Owner.
- d. In the event said fine is not paid within thirty (30) days, the fine will be deducted from the Owner's maintenance fee payment.

None of the provisions of the Project documents are intended to be in contravention of the State or federal Fair Housing Act. The Board will at all times comply with the provisions of the Fair Housing Act when acting upon request by handicapped persons to make reasonable modifications, at their cost, to apartments and/or to the common elements of the project, if the proposed modifications are necessary for the full enjoyment of the project. The Board will also comply with the provisions of the fair Housing Act when acting upon request by handicapped persons for exemptions from any provisions of the Projects documents, which would interfere with, said handicapped persons equal opportunity to use and/or enjoy their apartments and/or the common elements of the Project.

**AOAO BANYANTREE**  
**FINE SCHEDULE**

The governing documents of the Banyan tree AOAO expressly provide that the Board of Directors has the authority to adopt fines to enforce the provisions of those documents. The following schedule of fines has been adopted by the Board of Directors pursuant to the Bylaws.

\$25.00	Violation of Pool/spa rules. (1 <sup>st</sup> violation \$25.00/2 <sup>nd</sup> violation \$50.00/ 3 <sup>rd</sup> violation \$100.00 and loss of privilege)
\$25.00	Inappropriate use of lanai and lanai storage.
\$25.00	Failure to keep front door closed unless a screen door is in place.
\$50.00	Improper disposal and/or spillage of refuse.
\$100.00	Plus the repair cost for defacement of building or property
\$100.00	Violations of any rules or regulations that constitute a threat to personal safety or that involves damage to common areas or the property of others.
\$100.00	Any activity upon the premises which unreasonably disrupts or impairs the privacy and quiet enjoyment of any resident.
\$200.00	<b>Any activity that requires police intervention.</b>
\$200.00	<b>Dogs being kept on project without written Board approval.</b>
\$500.00	<b>Plus the repair cost for alteration or modification of any part of the apartment exterior or lanai without written approval of the Board of Directors.</b>

His schedule is not intended to be an exhaustive list of potential violations for which a fine may be assessed. The Board of Directors may assess fines for **ANY** violation of the documents that govern the Banyan Tree AOAO.

In accordance with the bylaws and the payment Resolution adopted by the Board of Directors, all fines are payable within thirty (30) days from notice of being assessed unless appealed. Fines will be assessed against the Owner of the unit involved and it is the responsibility of the Owner to collect fines from their tenant(s).

Failure to pay the fine(s) will result in the fine(s) being deducted from the Owner's maintenance fee payment, causing a delinquency. Any maintenance fee account delinquent for more than sixty (60) days will be referred to the Associations' attorney for collection. Delinquent Owners will be responsible for all legal fees and court cost.

**AOAO BANYAN TREE**  
**FINES AND APPEALS PROCESS**

The Board has established a schedule of fines and penalties for the violation of the Bylaws or House Rules by an Owner, owner-occupant, resident, member of their family or guest. Fines and penalties may be levied against an Owner of the apartment in all cases. Unpaid fines and penalties may constitute a lien against the apartment that could result in foreclosure. Any rules and regulations promulgated pursuant to this procedure shall provide that no fine or penalty shall be levied without the following procedural safeguards:

1. Notice of the House Rules violation by the resident or guest of a unit will be provided to the Owner of the apartment or in case the apartment is rented, then to his/her rental agent with copy of same to the apartment Owner.
2. A copy of this "Fines and Appeals Process" will be provided along with the notice of the House Rule violation and assessment of the fine.
3. Unless the violation has resulted in the Police being summoned, the first violation notice will be a warning only and no fine will be assessed. If the Police are summoned because of a disturbance, a \$100.00 fine shall be assessed.
4. Fines will be assessed against the apartment Owner only. It is recommended that Owners state in their rental agreements that "fines will be paid by the tenant and the fine will be payable with their next month's rental payment".
5. The Owner of the apartment is ultimately responsible for the payment of the fine. Fines are due and payable with the next month's maintenance fee payment.

**APPEALS PROCESS:**

1. The Owner of the unit shall have thirty (30) days to appeal the fine from the date of the notice of the fine.
2. The Board shall constitute a panel of at least three (3) members (one of whom shall be designated as Chairman) who shall hear the charges and evaluate the evidence of the alleged violation(s).
3. At such hearing, the Owner so charged shall have the right to present oral and written evidence and to question witnesses.
4. The panel shall deliver to the Owner so fined within seven (7) days after the hearing a written decision, which specified the fines or penalties, levied, if any, and the reasons therefore.