

**THE ASSOCIATION OF APARTMENT OWNERS OF**

# **Banyan Tree Plaza**

**HOUSE RULES**

**Effective: January 1, 2024**



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## **DEFINITIONS**

The following terms as used in the House Rules are defined in the Hawaii Revised Statutes §514B-3:

**Association/AOAO** - The Association of Apartment Owners of The Banyan Tree Plaza.

**Board of Directors (Board)** - The Board of Directors of the Association of Apartment Owners of The Banyan Tree Plaza.

**Common Elements** – All portions of the BTP condominium other than the Units; and any other interest in real estate for the benefit of Unit Owners that are subject to the Declaration.

**Declaration** – Declaration of Horizontal Property Regime filed on June 15, 1972, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 584774 and noted on Transfer Certificate of Title No. 31,852, as amended and restated.

**Governing Documents** – Collectively, the Declaration, Bylaws and House Rules.

**Managing Agent** - The Association's Managing Agent.

**Resident Manager (RM)** - Any person retained as an employee by the Association to manage on-site operation of the property.

**Resident Manager's Office (RM's Office)** - The office of the Resident Manager and Administrative Assistant located in the lobby.

**Units** - A physical or spatial portion of the BTP condominium designated for separate ownership or occupancy.

**Unit Owner (Owner)** - The person owning, or the persons owning jointly or in common, a Unit at BTP and its appurtenant common interest.

Other terms set forth below shall have stated meanings for this manual:

**Administrative Assistant (AA)** - The AA provides administrative and secretarial support to the Resident Manager.

**Banyan Tree Plaza (BTP)** - BTP is a 242-Unit high rise condominium situated near downtown Honolulu. One Unit is commercial and one Unit is the parking garage for the adjacent Church of Jesus Christ of Latter-day Saints.

**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 Owner; (d) the Association's authority to levy assessments and late fees and to generate funds; and (f) how a Unit 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 BTP 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 to quiet enjoyment of the property.

**Resident and/or Guest** - The term Resident refers to any person residing in a Unit and a Guest is a person using or entering any part of the BTP for any purpose on behalf of Residents. A Guest shall be deemed a Resident if they reside in a Unit for more than 14 days.

**Security Officer (SO)** - Security Officers perform general security duties by guarding the facilities and property of the BTP against fire, theft, vandalism, 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. The Association makes no warranty, express or implied, that the

Security Officers will prevent injuries, losses or damages to Residents and/or Guests. Residents and/or Guests are solely responsible for securing their Units and personal property on the project and protecting themselves from injuries caused by third-parties.

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

**INTRODUCTION**

House Rules protect all Residents from annoyance and nuisance caused by improper conduct or use of the facilities. They protect the reputation and desirability of the property by providing maximum enjoyment, comfort, and safety for all Residents.

Hawaii State law requires compliance with Association House Rules. The BTP **Board of Directors** (Board) is responsible for enforcing and amending House Rules (HR), 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** (MA), a professional company which manages the operations of many condominiums. Authority for on-site enforcement of the HR has been given to the **Resident Manager** (RM) under the supervision of the MA. All Owners, Residents, and Guests shall be bound by these HRs and by standards of reasonable conduct whether or not covered by these HR.

From time to time the Board 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 HR are subject to change by action of the Board. Suggested changes are welcome and should be delivered in writing to the Board.

**GENERAL COMPLIANCE POLICY**

All Residents and Guests shall at all times observe and comply with these HR and all laws, ordinances, rules and regulations made by any government authority applicable to the use of BTP. 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, Residents 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 HR will be determined at the time of occurrence by the RM. Conflicting opinions may be appealed by writing to the Board within ten (10) days of receiving notice of the violation. Correspondence should be addressed to the Board of BTP and mailed to the MA.

Written appeals will be brought to the Board's attention by the MA at the first board meeting held following receipt of the correspondence and will be responded to in writing no later than ten (10) days from that meeting date.

# BANYAN TREE PLAZA HOUSE RULES

## A. GENERAL INFORMATION

1. **INSURANCE REQUIREMENTS POLICY** - Owners are required to annually submit a copy of their Homeowners Certificate of Insurance to the RM. Owners need to have minimum coverages as required by the most current Insurance Requirement Policy on file and available at the RM's Office.
2. **REGISTRATION** - The Association must be able to contact Owners and Residents to respond quickly to situations that affect Residents and property. To facilitate these operations, records of Owners and Residents are maintained in the RM's Office. All Residents, non-Resident Owners, and Guests residing in a Unit for more than 14 days are required to register with the RM's Office. A copy of a picture identification will be required. Changes to registration information must be reported to the RM's Office.

All new registrants are encouraged to attend a BTP orientation prior to any move-in, occupancy or any other activity within the BTP. The orientation can be scheduled with the RM's Office.

### 3. **RESIDENTIAL USE**

- a. Units shall be occupied and used only for residential purposes in compliance with Governing Documents, current laws, and the deeds to the respective Units.
- b. No Unit shall be used for transient or hotel purposes or in connection with the carrying on of any business. Short term rentals such as Air BNB, Home Away, VRBO and similar companies are prohibited.

### 4. **RENTED APARTMENTS.**

- a. In addition to the registration of all Residents and non-Resident Owners required by Paragraph 2:
  - i. **Registration** - Registration of the Rental Managing Agent is required. The Landlord Tenant Code, Section 521-43(f), Hawaii Revised Statutes requires that every absentee Owner or Landlord who resides outside the State of Hawaii or on another island from where the property is located, must have an agent residing on the island where the property is located to act in the Owner's or Landlord's behalf. The Rental Managing Agent Registration Form is available from the RM's Office and must be completed prior to the occupancy of the Unit by any prospective Residents. Owner is responsible for updating the RM's Office regarding any changes to the information.
- b. Owners are reminded that they are fully responsible for the actions of their Residents and for their compliance with the BTP HR.

### 5. **GENERAL CONDUCT**

- a. 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, Residents and/or Guests will always consider 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. Residents who throw cigarettes, cigars, butts, or matches on the Common Elements or adjacent properties may be subject to an immediate fine.

- b. When Residents or Guests of any Unit are entering or exiting at night or early morning, noise must be kept to a minimum. Reduced intensity of all sound-producing devices shall be observed from 9 p.m. until 8 a.m.
- c. Excessive noise should be immediately reported to the RM or a SO to enable appropriate action at the time of occurrence. Owners, Residents 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.
- d. If an Owner is unable to control the conduct of any Resident or Guest, the Owner shall, whether or not requested by the Association, immediately remove such Resident from the premises, without compensation from the Association or MA for lost rental or profits or any other damage resulting thereof.
- e. Residents and Guests must be properly attired in all common areas.
- f. For the health, safety, and privacy of all Residents, BTP is a “no fly zone” with regard to drones and other such devices being operated anywhere on (or above) the property without express written permission of the RM.
- g. No open fires are allowed anywhere on the premises except for the use of the grills in the BBQ area.

6. **SMOKING** - BTP is a smoke-free building. The smoking of any substance and the use of e-cigarettes or any electronic smoking device is strictly prohibited in all Units, lanais/balconies, common areas and within 20 feet of any building entrance. (City and County of Honolulu Ordinance 93-68 and HRS 328J-6).

Smoking is permitted in designated areas only.

7. **ALCOHOLIC BEVERAGES** - Alcoholic beverages are not allowed in common areas except for the party room and the 5<sup>th</sup> floor seating area.

8. **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 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 MA after the appropriate agency is notified.

9. **BUILDING ENTRANCE AND SECURITY** - Residents must not allow unknown people into the building. “Tailgating” through building security doors and parking gates by unauthorized persons is not permitted. Residents must not compromise building security by propping doors open for any reason or holding a door open to let someone into the building. Each Resident must use a key fob. Guests, including contractors, may be admitted by accompanying a Resident or be “buzzed in” by the Resident host. SOs will not allow access to anyone other than authorized personnel.

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

10. **KEYS, APARTMENT ACCESS AND LOCKOUTS**

- a. Key fobs to BTP building entrances (front and fifth floor entrances, swimming pool and parking garage floors) are available to Owners from the RM’s Office for a non-refundable fee. Fobs will be distributed only to the Owner or the Owner’s representative upon written authorization from the Owner.

- b. RM must be notified of any missing, lost or stolen fobs. Owners are required to purchase a replacement for missing, lost, or stolen fobs.
- c. Fobs can be issued by Certified Mail or can be picked up from the RM's Office with a picture identification. There will be no exceptions.
- d. Every Owner, Resident or Guest hereby grants to the RM, the AA, or another Board-authorized person the "right of Unit entry" for emergencies (e.g., fire, electrical, plumbing, health problems) originating in or threatening such Unit, whether or not such Owner or Resident is present at the time. The Owner/Resident should provide the RM with duplicate keys to permit emergency entry to the Unit. Under no circumstance shall the keys be used to gain access to a Unit 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.

11. **SOLICITING** door to door or in common areas is prohibited except for BTP related issues. 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.

12. **PERSONAL PROPERTY**

- a. Personal property must not be left unattended in any of the common areas.
- b. The Association shall not be responsible or liable for theft, disappearance or damage to any person's personal property left in any area common area.
- c. Such items may be removed by the RM at the Owner's risk and expense.

13. **LOADING/UNLOADING – MOVES/DELIVERIES**

- a. Large items such as furniture, appliances, mattresses, and multiple items that require propping the elevator door open must be loaded and unloaded from the first-floor lobby entrance using the freight elevator (Elevator #1, closest to the driveway). Such uses of Elevator #1 are allowed Monday through Friday, 9 a.m. to 4 p.m., and require a reservation scheduled with the RM at least 2 days in advance.
- b. Absolutely no moves or deliveries of any kind are allowed on any other day or time and on all holidays.

14. **CONTRACTOR PARKING** - Contractor Parking is located near Beretania Street (on the west side of the building) and is for contractors only. All loading and unloading must be done from the ground floor and coordinated with the RM. All contractors must sign in with the RM's Office or Security. Residents and Guests are not allowed to use the Contractor Parking unless approved by the RM or SO. No cars, trucks or other vehicles may be parked or left unattended in any loading areas or driveways for any amount of time unless otherwise approved by the RM.

15. **OPEN HOUSE**

- a. The following guidelines apply to real estate brokers, agents, and associates:
  - i. The RM must be informed of all showings.
  - ii. Open Houses should be scheduled at least one week in advance.

- iii. Brokers, agents, and associates must sign in on the clipboard outside the RM's Office
  - iv. Brokers, agents, and associates must always remain with their viewers anywhere on the property.
- b. Signage
- i. Open House, For Sale, or For Rent signs are not allowed in common areas; for example, entrances, walkways, hallways, walls, elevator, BTP sidewalks or public sidewalks across the street or surrounding the building.
  - ii. A 3"x5" information card may be provided to the RM for placement inside the lobby bulletin board.
  - iii. On the day of showing only, a card limited to 2"x3" may be placed on or around call boxes.
- c. Lockbox - A receptacle with numbered spaces for lock boxes is available on the property. The RM will assist any individuals interested in using a lockbox.

## **B. APARTMENTS**

1. **MAINTENANCE and REPAIRS** - Owners are responsible for all losses and damages caused by their actions or inactions as well as any caused by their Residents and/or Guests. They shall promptly repair and maintain their Units, particularly if the lack of such work could adversely affect a Common Element or another Unit.
  - i. **Cost** - Repairs within each Unit (e.g., plumbing, electrical, doors, appliances, telephones, wall and floor coverings) shall be at the Owner's expense.
  - ii. **Plumbing and Electrical Repairs** - Plumbing and electrical repairs require that Owners/Residents hire licensed plumbers and electricians in accordance with the laws, ordinances, rules and/or regulations of the City and County of Honolulu and/or State of Hawaii. Plumbers and electricians must have proof of their license and sign a worker/contractor form. Contractors will unload their tools and materials from and park their vehicles in assigned areas, and sign in daily at the RM's Office.
  - iii. **Contractors** - A BTP Construction and Renovation Form must be completed before beginning any renovations. Work is permitted Monday through Saturday, 8 a.m. to 4 p.m.; however, loud noises and use of the freight elevator will not be allowed prior to 9 a.m. Contractors will unload their tools and materials, park their vehicles in assigned areas, sign in daily at the RM's Office and observe elevator rules. If they are found to endanger persons on the property or damage Common Elements, the RM shall have the right to bar the offending Contractor from entering BTP. Loading and unloading must be on the ground floor with assistance from the office.
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.
3. **ALTERATIONS** of the exterior and/or interior of Units 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, the Declaration, the Bylaws, and the Condominium Property Act, and



the BTP Design Review Manual. Some internal alterations and/or additions 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 Unit Owners, and (d) execution of a modification agreement. For alterations affecting other Owners, their written approval may be required. Before beginning work Owners must refer to the BTP Design Review Manual to ensure all proposed work complies with BTP requirements. Owners must also check with the RM's Office to be sure all required procedures are met.

- a. **External attachment** to the building is 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 described 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 unit or building. Condensation must not leak to Units below and must be captured in a pan or through a drainage system that prevents the water from leaking onto the lanai floor or from the lanai floor drain. Prior to installation, written approval must be given by the Board of Directors and/or the RM.
  - c. **Hard surface flooring** - Installation of hard surface flooring shall comply with all requirements of the BTP Hard Surface Flooring Policy on file in the RM's Office and requires prior approval of the Board of Directors.
  - d. **Licensed contractors** shall be used to the 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 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 or Federal 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 Units 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. **LANAIS** - Lanais should be appropriately furnished and should not present an "eyesore" image when viewed from the street, neighboring buildings, or from within the property. They will not be used for hanging clothes, etc., or as storage areas. Plants of reasonable size may be placed in these areas provided they do not constitute a hazard or cause runoff or damage to the building. Use of hibachis or barbecue grills/ovens are strictly prohibited on lanais or balconies.
5. **UNIFORMITY and AESTHETICS**
- 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 white or off-white color only and must not be permitted to protrude out of windows. Glass may be tinted with only Board-approved materials and colors. An information sheet is available from the RM's Office. Security bars and grills are prohibited.

- b. **Doors, doorknobs and dead bolts** must be of a dark bronze color and of uniform shape and size, consistent with samples in the RM's Office. To comply with the Honolulu Fire Department code, the front door to Units must be equipped with an automatic door closure and be fully closed and not left partially open.
  - c. **Décor**
    - i. **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.
    - ii. **Interior** - Windowsills 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 any other Unit or common areas.
  - d. **Household objects** shall **not** be placed outside a Unit. No shoes/slippers, door mats, garbage cans, household or commercial supplies, or similar articles shall be placed outside any unit or on any lanai/balcony in a place where they can be seen from outside any unit.
6. **SIGNS, SYMBOLS, LETTERING** shall not be inscribed, nor any image or picture be exposed on any part of the Unit's exterior door, walls, or lanai, other than the Unit numbers provided by the Association; nor shall it protrude out of any window or lanai.
  7. **WINDOW and DOOR CLEANING** - Owners are responsible at their own expense for cleaning their Unit's external (front) door and all windows (especially louvered windows) accessible from the inside of the Unit or from the walkway (corridor). The Association shall pay for cleaning the exteriors of all other external windows (usually once every quarter-year). Owners with enclosed lanai windows will be charged a monthly fee for cleaning the exterior of those windows.
  8. **WATER BEDS** - Floatation beds or any bed containing water shall not be permitted in the building.
  9. **TERMITES, BED BUGS and MOLD** - When these conditions are discovered inside a Unit, its lanai, or external (front) door, the condition must be immediately reported to the RM. All recommended treatment and repairs must be carried out in a timely manner.
  10. **FLAMMABLE and/or DANGEROUS MATERIALS** such as fireworks, gasoline, kerosene, or any other hazardous materials as defined by State and/or Federal law, will not be brought into the BTP nor be stored in Units or storage areas. Fireworks of any kind, anywhere, anytime on the property are strictly prohibited. Owners, Residents, contractors, 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 MA and employees, and the Board against any claim arising out of or related to the storage or handling of the material.
  11. **SMOKE ALARMS** - UL-approved smoke alarms must be installed in all Units in accordance with the applicable Fire Code and Building Code of the City and County of Honolulu.
  12. **WATER** - Water is a costly common expense and shall not be excessively used. Owners are responsible for maintaining their plumbing and promptly repairing leaks. Major leaks must be reported immediately upon discovery to the RM.

- a. **Water shut-offs** - Except for emergencies, shut-off requests by Residents/Owners are allowed only on Thursday 9 a.m. to 12 pm, and must be scheduled with the RM at least seventy-two (72) hours in advance. A licensed plumber is required for all plumbing work.
- b. **Water valves and clothes washer hoses** - All Residents should 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. See the Resolution on High-Risk Components for additional information.
- c. **Sewer Lines** - No item which may clog sewer lines or cause backup and/or sanitation problems may be flushed down toilets. Examples include dental floss, diapers, feminine hygiene pads, flushable and non-flushable baby or adult wipes. The cost of cleaning the lines will be charged to Owners if such items are found.

13. **DISPOSAL of TRASH and UNWANTED ITEMS**

- a. The hours for trash chute use are 7 a.m. to 9 p.m.
- b. Rubbish must be disposed of safely and sanitarily, and items must not be left in the residential floor trash rooms. Violators will be charged for cleaning and/or repairs to the affected area(s).
- c. Trash/garbage must be tied in plastic bags not exceeding 13 gallons in size. Items which may clog the chute must not be put into the trash chute; for example, large bottles/glass, boxes, construction material, furniture, appliances, etc. No hazardous materials shall be disposed of in the trash chute.
- d. Trash bags exceeding 13 gallons, boxes broken down and flattened and all other loose items must be taken to the trash room on the ground floor.
- e. Waste fluids or materials shall be properly discarded in suitable containers or by recycling services or as recommended by the manufacturer. Dumping in plumbing or storm drain lines or in the surrounding landscaping is prohibited.
- f. **Recyclable Items** - Recycling bins are located on the ground floor. Residents are encouraged to recycle newspaper, cans, plastic/glass bottles, and flattened, corrugated cardboard boxes.
- g. **Household furnishings and other bulky items** - Residents are responsible for disposing bulky items such as appliances, mattresses, doors, carpets, furniture, etc. These items must not be put in the trash room. Violators are subject to fines and for the cost of removing the objects. Bulky items must be disposed of off-site at Honolulu City and County Transfer Stations. A list of bulky removal contractors is available in the RM's Office.
- h. **Charitable Donations** - Residents are urged to donate items to charities, some of whom will pick up items from BTP. Appropriate notification must be made to the RM for bulk items pick-up.
- i. **Construction debris** must be disposed of off-site by the contractor and not put down the trash chute.

14. **PETS AND ANIMALS** - No pets are allowed in the BTP building or on the premises. Assistance animals are permitted only as required by the federal Fair Housing Act (and its State counterpart Hawaii Revised Statute Chapter 515).

a. **Permitted Assistance animals** must be registered with the RM's Office at which time the resident will receive a copy of rules pertaining to their assistance animal, including without limitation, the following rules.

- i. The relief area for assistance animals is the grassy area next to the Punahou garage entrance where the generator is located. The area can be accessed through the garage or the pedestrian gate on Punahou Street.
- ii. The assistance animal shall not defecate and/or urinate at any time while on the Common Elements of BTP, except in the designated relief area. The assistance animal shall be taken to the designated relief area or off the BTP property to do so if it is not house trained.
- iii. The assistance animal must not be allowed to roam free or be left unattended while on the Common Elements. While going on or off BTP property, the assistance animal must be in an approved animal-transport carrier or restrained by a short hand-held leash or harness.
- iv. The assistance animal's owner is responsible for cleaning up after the animal and for properly discarding animal waste.
- v. The assistance animal's owner is responsible for any damage to the Common Elements caused by the animal. Any damage caused by cleaning chemicals or other such materials used in trying to remedy any such damage shall also be the owner's responsibility.
- vi. The assistance animal shall not be allowed to create a nuisance or an unreasonable disturbance. Such nuisances or disturbances include but are not limited to the animal:
  - (a) causing or threatening to cause personal injury or property damage;
  - (b) making excessive noise;
  - (c) relieving itself on walls or floors of Common Elements;
  - (d) exhibiting aggressive or vicious behavior;
  - (e) posing a safety or health hazard; or
  - (f) being kept on Common Elements while not under the owner's control.

If the assistance animal causes a nuisance or unreasonable disturbance, the Board may require that the animal be promptly and permanently removed from BTP.

- vii. If the assistance animal is a dog, it must be licensed with the City and County of Honolulu and must wear a license tag to the extent required by the City. In addition, the dog must be vaccinated.
  - viii. The assistance animal must be kept clean and free of fleas and ticks.
- b. Feeding birds or any animals is prohibited on Unit lanais or any of the common areas.

### **C. COMMON ELEMENTS**

The Association is responsible for the maintenance, appearance, and upkeep of the Common Elements which include amenities for Residents' use. Noticed defects and hazardous conditions should be reported directly to the RM.

1. **FIFTH FLOOR RECREATION AMENITIES** - Recreation amenities include the Party Room, Swimming Pool, Restrooms, Seating Area, BBQ and Ping Pong Areas.

#### **GENERAL RULES FOR AMENITIES**

- i. Smoking is not permitted.
  - ii. Non-resident Owners with rented Units are not permitted to use or reserve amenities.
  - iii. This area is only for private social events that are non-commercial and non-business related.
  - iv. Residents must at all times accompany, and shall be responsible for, the conduct and decorum of their Guests (including family members, tenants, and other guests) when they are on the Common Elements. Intoxicated persons, disorderly conduct, or other boisterous behavior are not permitted. Noise levels must be kept moderate.
  - v. Riding bicycles, tricycles, scooters, skates, skateboards, etc., is prohibited.
  - vi. No ball playing is allowed.
  - vii. Towels should be used to protect the furniture from suntan oils, lotions, etc.
  - viii. Only the BTP-provided barbecue grills are allowed to be used on the 5th floor deck. The use of hibachi, portable grills, and other open-fire cooking equipment is prohibited in all areas.
  - ix. Eating and/or drinking is permitted only in the Party Room during scheduled events and in the Seating Area.
  - x. Glassware and other breakables are prohibited except in the Party Room.
  - xi. If food or beverages are spilled, or there is any damage, immediately contact a staff member.
  - xii. Upon leaving the area, trash must be discarded, and personal belongings removed.
  - xiii. Damaging the premises in any way or leaving the facility without cleaning up, will result in a minimum \$150 cleaning charge and/or whatever repair costs are incurred. It is the responsibility and obligation of the Resident to leave the premises in a clean and undamaged condition.
  - xiv. BTP Management reserves the right to terminate an Owner, Resident or Guest's use at any time due to noncompliance with the above rules and regulations or noncompliance with the House Rules.
- a. **PARTY ROOM**
    - i. Open daily 9 a.m. to 10 p.m.

- ii. The person who signs the Party Room Reservation Form must be present at all times.
- iii. Reservations should be made via email to the RM's Office or by completing a reservation form from the RM's Office. A \$150.00 deposit is also required. The deposit is refundable less the cost of cleaning or repairs by BTP personnel or contracted professionals necessary to restore the room and all equipment used to the condition existing prior to use.
- iv. Residents may only hold one (1) reservation at a time. Reservation may be made no earlier than three (3) months in advance.
- v. A maximum of five (5) hours is allowed per reservation.
- vi. Maximum occupancy is 27 people.
- vii. No party room furniture or equipment may be removed.
- viii. After use, the party room and all appliances must be cleaned and returned to the same condition they were in before they were used.
- ix. All trash must be wrapped and removed.

b. **SWIMMING POOL**

- i. Open daily 9 a.m. to 9 p.m.
- ii. Non-swimmers shall not be permitted into the swimming pool unless accompanied by a competent swimmer who shall be responsible for the non-swimmer's conduct and safety.
- iii. Two keyed gates (using the BTP entrance fob) provide the only authorized entries to the pool area. Gates must be securely closed after entering and exiting and not be allowed to remain open. Climbing the pool fence is prohibited.
- iv. In addition to Residents, a limit of six (6) non-resident Guests are allowed per Unit. Hosts must be BTP Residents who escort and remain with their Guests.
- v. Residents and Guests shall use the swimming pool at their own risk. There is no "lifeguard". The lifesaving ring and the retrieving hook are only to be used in an emergency. 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.
- vi. Diving, ball play, rough play, running, jumping, profanity, or boisterous conduct is not allowed in the pool area.
- vii. Posted pool rules and State of Hawaii Department of Health Regulations will be strictly observed. These include but are not limited to:
  - (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."
- viii. Skin care products must be in unbreakable containers. A shower to remove skin care products must be taken immediately before entering the pool.

- ix. 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.
- x. Items such as rafts, surfboards, scuba equipment, air tubes or mattresses, toys or other equipment are prohibited in the swimming pool. Safety floatation devices such as inflatable water wings, life rings, kick boards, goggles, masks, and waist belts are allowed.
- xi. Styrofoam, hairpins, or any other foreign matter which may damage the filter system are not allowed in the pool.
- xii. 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 everyone but the user. Musical instruments of any kind are not to be played in the pool area.
- xiii. 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.

c. **SHOWERS AND RESTROOMS**

- i. Showers, sinks, and toilets are intended as supplements to pool and deck recreation, not as a substitute for Residents' own Unit facilities.
- ii. It is prohibited to put any matter that may clog drains into shower areas, sinks, or toilets.

d. **SEATING AREA**

- i. Furniture must not be moved or rearranged.
- ii. Care should be taken to protect the furniture from any damage.

e. **PING PONG AREA**

- i. Open daily 9 a.m. to 9 p.m.
- ii. Use of the ping pong table is on a first-come, first-served basis.
- iii. All players must sign in on the sheet posted in the area.
- iv. Rules are posted in the area.
- v. Paddles and balls must be supplied by the Resident.

f. **BBQ AREAS**

- i. Hours of operation are 9 a.m. to 9 p.m.
- ii. Children should not be left alone or unattended in an area when a grill is in use. They should never be allowed to touch, sit or stand on any part of the appliance.
- iii. Grill 1 is available on a first-come, first-served basis, and limited to 1 1/2 hours of use.

- iv. Grills 2 and 3 can be reserved for a maximum of three (3) hours. Only registered residents can reserve a grill area and are allowed one (1) reservation per week. Reservations can be made no more than 120 days in advance.
- v. BEFORE and AFTER grill use, you must call 808-947-1522 for a staff member to unlock and later lock the grill. If a grill is handed off to another resident, the initial grill user must notify a staff member that another resident is using the grill.
- vi. Grill areas are for food preparation, not for food consumption.
- vii. Wear proper clothing when operating a grill. Loose-fitting or hanging garments should never be worn while using the appliance.
- viii. IN CASE OF EMERGENCY, smother fires with extinguishers provided or use the emergency shut-off valve located to the right of each appliance. The valve will shut off all three grills.
- ix. Grills in use must NOT be left unattended. Turn off gas when grilling is complete and/or during breaks of 10 minutes or more.
- x. Residents must clean grills and tables before leaving the grill area. Wire brushes are provided for cleaning the grill racks. Residents must discard trash and remove personal belongings before leaving the grill area.
- xi. Contact a staff member to report serious spills or any damages.
- xii. Residents and Resident hosts are responsible for leaving grills, tables, and grill area clean and undamaged. Residents will be charged a minimum of \$150 for damage, cleaning, and/or repairs.
- xiii. BTP Management reserves the right to terminate Residents' use of the grills at any time due to noncompliance with these rules. Management may also terminate use of the grills if grill use would create hazardous or unsafe conditions due to weather or other situations.

## 2. **OTHER FIFTH FLOOR AMENITIES**

- a. **Surfboard Racks** - Storage of surfboards is on a first-come, first-served basis. Residents can request assignment of a rack through the RM's Office. Locks, provided by Residents, must be used to secure boards to the racks. Storage is at the user's risk. Surfboard Policy Guidelines are posted in the area and available at RM's Office.
- b. **Guest Parking** - Twenty (20) designated Guest parking stalls (marked "V") are available on the 5<sup>th</sup> floor outdoor parking deck exclusively for visitors to the building. See the following **Vehicle Parking** section for further guidelines for Guest parking.
- c. **Car Wash Area** - Open daily 7 a.m. to 6 p.m. Stalls 1 and 2 located on the fifth-floor parking deck are available for Residents' use only. The washing of vehicles and disposal of excess water shall be done in such a 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.



3. **OTHER AMENITIES**

- a. **Hobby Shop** - This room is located on the 2<sup>nd</sup> floor and available to all Residents wishing to craft their own products. Room use is at the user's risk. Arrangements for access must be made through the RM's Office.
- b. **Community Garden** - The garden is in the open, ground floor area between BTP and Shriners Hospital. Plots are awarded on a first-come, first-served basis. All garden beds must be above ground and Residents must provide their own soil. Application, rules, and waiver forms are available through the RM's Office.
- c. **Storage** - There are a limited number of areas available for storage of household goods. Assignment/use of a storage area is on a first-come, first-served basis when available and is not guaranteed. All stored items and boxes must be clearly marked with a Resident's name and Unit 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.

**D. VEHICLE PARKING**

1. **GARAGE GATES**

- a. One garage remote is assigned for each parking stall. Residents must report a missing, lost, or stolen remote to the RM and purchase a replacement.
- b. Parking garage gates restrict car entry to those with garage remotes. Guests can be admitted by Residents via the telephone call box. Security Officers monitor vehicles throughout the parking garage.
- c. Owners are responsible for damage resulting from improper entrance/exit through gates. "Tailgating" through the gates is not permitted.

2. **PARKING STRUCTURE**

- a. The speed limit in the driveway and garage is five (5) miles per hour. Headlights must be used at all times.
- b. All vehicles must be operated in a quiet manner. Vehicles with modified exhausts are prohibited. Screeching tires should be avoided by decreasing speed or increasing tire pressure.
- c. Non-emergency repairs to vehicles are not permitted.

3. **RESIDENT PARKING**

- a. Each stall is identified in the RM's records with a specific Unit. Residents are expected to park in assigned stalls.
- b. Every vehicle regularly parked in an assigned stall must be registered in the RM's Office, display a BTP parking sticker on the lower left of the driver's side front windshield and have a current vehicle license plate and safety sticker. Stalls are to be used only for registered vehicles that are in good operating condition.

- c. A vehicle must fit in its assigned parking space and be centered between the stall boundary lines. It is a violation of House Rules if a vehicle is parked at an angle, substantially off center, or said vehicle's tires are touching the stall boundary lines. If a vehicle does not fit in its assigned space, it may be necessary to find parking off the premises.
- d. Bicycles and mopeds must be parked in designated areas or within the confines of an assigned parking stall.
- e. Residents who loan, rent or switch their stalls must inform the RM.
- f. Requests to tow an illegally parked vehicle from a Resident's stall must originate with the stall's Owner or registered renter of the stall. Those signing such an authorization to tow shall accept full responsibility for any such action.
- g. Owners are responsible for removing from their assigned stall all unsightly or hazardous accumulation of grease, engine drippings, or debris, and for maintaining their stalls in a clean condition. Failing that, the Association may clean the stall at Owner's expense.

#### 4. **GUEST PARKING**

- a. Twenty (20) Visitor parking (marked "V") are available on the 5<sup>th</sup> floor parking deck for the exclusive use of visitors to the building. Visitor parking is subject to availability on a first-come, first-served basis and the Association does not reserve or guarantee parking for any visitor. A sign-in sheet is located at the 5<sup>th</sup> floor entrance. Each visitor must record their name, license plate number, "V" stall number, Unit number and name of Resident to be visited, and date and time of entry. Visitor parking is limited to six (6) hours with no parking allowed from 12 midnight to 6 a.m. unless a Resident obtains a 12-hour overnight parking pass for their Guest from RM's Office or Security. Each Unit is limited to fourteen (14) overnight parking passes per year but not more than three (3) within a 30-day period.
- b. Overnight passes are issued on a first-come, first-served basis. The RM's Office will issue no more than three (3) overnight passes per day.
- c. Stalls are checked frequently by an SO. Violators will be cited.
- d. Use of visitor parking stalls by Residents is prohibited unless permitted by special arrangement with RM's Office. Contractors may use Visitor stalls while working in a Unit, Monday through Saturday, 8 a.m. to 4 p.m.
- e. Paid public parking is available in the adjoining Church parking structure.
- f. No vehicles may be parked and left unattended in the front driveway. The front driveway is used only as a loading zone and for dropping off/picking up people.
- g. Vehicles abandoned or illegally or improperly parked on BTP property shall be towed at Owner's expense.
- h. Vehicle alarms that do not automatically stop after a short period of time are not allowed. Should a car alarm sound for more than ten (10) minutes, the Association may, at Owner's expense, hire a locksmith and take any necessary action to stop the noise.
- i. The RM's Office has the authority to tow vehicles violating these parking rules and vehicles illegally parked in any of the Common Areas at any time without additional notice to the violators and at vehicle owner's expense.

## **E. ASSOCIATION OPERATIONS**

1. **ASSOCIATION INSURANCE** - Owners are advised to periodically inspect and maintain washing machine hoses, toilets, and other plumbing fixtures to avoid water damage claims. In the event of damage to a Unit 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.
2. **ASSOCIATION EMPLOYEES** are under the sole direction and supervision of the RM during work hours. After hours' work by Association employees may be performed for Residents 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** - Payment of maintenance fees (also referred to as common expense assessments) are due (payable in full) on the first (1st) calendar day of each month. Late fees will be assessed in accordance with the Association's collection policy, a copy of which is available upon request from the MA.
4. **PRIORITY OF PAYMENTS** - All payments received from an Owner will be applied to charges on the Owner's account in accordance with the Association's policy on the application of payments, a copy of which is available upon request from the MA.

## **F. COMPLIANCE AND ENFORCEMENT**

1. **COMPLIANCE** with House Rules is required of all Owners, Residents and Guests by Hawaii Revised Statutes, Section 514B-112. Owners are responsible for compliance with the House Rules by their Residents and Guests. House Rules are issued by the RM's Office. House Rules violations should be reported promptly at the time of occurrence to the RM or SO 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 present at a duly called meeting of the Board or by written consent of all members of the Board.
3. **ENFORCEMENT**
  - a. The Board acting through the MA and the RM will enforce these House Rules. Fines will be assessed against the Owner for any violations by the Owner, their Resident(s) and/or Guest(s).
  - b. 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 Resident(s) and/or Guest(s) who caused the damage.
  - c. 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 Unit which may be foreclosed by the Board or MA in the same manner as provided in the Condominium Property Act.
  - d. 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, SO, the Board, or the MA. The RM will then notify the Resident/Owner of specific House Rule violations. Violations of any House Rule shall give the RM, the Board, and /or the MA the right to:
- a. **Enter a Unit** if it is the site of the violation, and 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 Unit Owner, Resident 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 Owner regardless of the person(s) directly responsible for the violation.
5. **FINES** - House Rule violations are subject to citations and fines as stated below.
- a. The first offense for a Resident (Owner, tenant or Guest) found in violation of the Governing Documents is a written and/or verbal warning.
  - b. After the initial warning, Owners will be given a citation and charged a fine in accordance with the established fine schedule below for the violation of any provision of the Governing Documents that occurs within 180 days of the first offense.
  - c. A fine will be imposed in accordance with the established fine schedule below for the second and subsequent violations of the Governing Documents that occur within 30 days of the previous violation, even if that violation involves a different provision of the Governing Documents.
  - d. Serious violations, which for example, threaten person(s) or property, will be the basis for a Flagrant Violation and fined without any requirement of prior notice.
  - e. 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 and County of Honolulu, or any other expenses.
  - f. An Owner's record will be cleared twelve (12) months after the last violation provided that all fines, if any, have been paid in full.

**FINE SCHEDULE**

**Warning – No Fees**  
**First Citation - \$200**  
**Second Citation - \$300**  
**Third Citation and thereafter - \$400**  
**Flagrant Violation - \$1000 per violation**

**Examples of Violations for which citations and fines may be issued.**

- Short-term rentals of units
- 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 or bulky items
- Registration noncompliance
- Vehicle and parking violations
- Conduct or activity that threatens personal safety
- Uncleanliness (appearance of Units, lanais, windows and parking stalls)
- Illegal conduct or activities

6. **APPEALS**

- a. Owners may appeal citations and/or fines by submitting a written notice of appeal to the Board at the MA's office within ten (10) days of receiving notice of the citation and/or fine. Correspondence should refer to the date and description of the violation that is being appealed, provide the relevant facts supporting the appeal and specify the grounds for the appeal. 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 within a reasonable time after the Board meeting at which the appeal was heard/considered.
- b. Provided that if the fine is paid, the Owner shall have the right to initiate a dispute resolution process as provided by sections 514B-161, 514B-162.
- c. All fines, including those for contested violations, must be paid no later than thirty (30) days from the date of citation. If the Board subsequently determines that a fine was not warranted, the fine will be refunded within thirty (30) days of the Board's decision.