



## WAIKIKI BANYAN HOUSE RULES

### ARTICLE I COMPLIANCE

**SECTION 1. AUTHORITY.** Compliance with these House Rules is required by Chapter 514A-88, Hawaii Revised Statutes (HRS), and Section I, First Restatement of the Declaration of Condominium Property Regime of Waikiki Banyan (Declaration).

**SECTION 2. COSTS OF ENFORCEMENT.** In accordance with Article V, Section 5 of the By-Laws of the Association of Apartment Owners Waikiki Banyan (Association), the cost of enforcement is the obligation of the apartment owner responsible for the conduct of the person violating these House Rules. In addition, Chapter 514A-94, HRS, provides in part that:

"All costs and expenses, including reasonable attorney's fees, incurred by or on behalf of the association for:

(3) Enforcing any provision of the declaration, bylaws, house rules, and the Condominium Property Act or the rules of the real estate commission; against an owner, occupant, tenant, employee of an owner, or any other person who may in any manner use the property shall be promptly paid on demand to the association...."

**SECTION 3. DISTRIBUTION.** Each owner shall be provided one copy of the House Rules, as revised, at no charge. Additional copies are available at nominal cost. Each owner or owner's authorized agent is responsible for providing a copy of the House Rules to any person occupying the owner's apartment.

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### ARTICLE II DEFINITIONS

**SECTION 1. OWNER.** For the purposes of these House Rules, "owner" means:

- A. the person or persons holding legal title to an apartment, and/or
- B. the purchaser of an apartment pursuant to an agreement of sale recorded in the Bureau of Conveyances.

**SECTION 2. AGENT.** "Agent" means an individual or organization legally authorized by an owner to act on the owner's behalf.

**SECTION 3. MANAGER.** "Manager" means the on-site person(s) employed by the Association to administer the day-to-day operation of Waikiki Banyan Condominium.

**SECTION 4. TENANT.** "Tenant" means a person occupying an apartment pursuant to the terms of a written or oral lease not filed with the Board of Directors.

**SECTION 5. LESSEE.** "Lessee" means any lessee of any portion of a common element under the terms of a lease filed with the Association's Board of Directors. A lessee may also be an owner.

**SECTION 6. GUEST.** "Guest" means a person other than an owner, tenant or lessee, lawfully on the premises pursuant to the invitation of an owner, tenant or lessee.

**SECTION 7. OCCUPANT.** "Occupant" means any person lawfully occupying an apartment for any period of time, whether or not otherwise defined as an owner, tenant, lessee or guest.

**SECTION 8. PERSON.** "Person" means an individual, firm, corporation, partnership or other legal entity.

**SECTION 9. PREMISES.** "Premises" means the entire condominium project, consisting of apartments and common elements.

**SECTION 10. COMMON ELEMENTS.** "Common elements" is defined in Section A. 2. of the Declaration and includes, among other things, the land, yard, grounds, landscaping, refuse facilities, driveways, recreation deck, parking garage, lobby.

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### **ARTICLE III GENERAL**

**SECTION 1. REGISTRATION.** Owner-occupants, tenants and lessees who occupy a unit for three (3) or more months must register with the Manager's office at the time of commencement of occupancy. Registration consists of filling out a Waikiki Banyan Occupant Registration Form. Owners or their agents are responsible for ensuring registration of their tenants and lessees.

**SECTION 2. GUESTS.** Guests may be invited onto the premises by an owner, tenant or lessee. A guest may not be invited by another guest. Guests are authorized to remain on premises only so long as they comply with the House Rules and other relevant Association documents.

**SECTION 3. NOISE.** No person on the premises shall make or cause to be made any noise or engage in any loud or offensive conduct which shall disturb or annoy any other person.

**SECTION 4. RESPONSIBILITIES OF OWNERS.** Each owner shall be responsible for ensuring that tenants, guests and any other person(s) on the premises at the owner's invitation or authority are familiar and comply with the House Rules and other relevant Association regulations. Owners shall be responsible for the conduct of their tenants, guests and others, including liability for any and all damages caused by said tenants, guests and others. Lessees bear the same responsibilities as owners under this Section.

**SECTION 5. SOLICITATION.** No soliciting of goods or services or religious or political or other causes shall be permitted on the premises.

**SECTION 6. KEYS TO APARTMENT.** Each owner shall, at the commencement of occupancy or thereafter whenever the apartment door lock(s) shall be changed, provide the

Administration Office with the key(s) to his or her apartment to allow access to the apartment for operation of the premises or emergency repairs, in accordance with HRS Chapter 514A-13 (F).

**SECTION 7. LOCK OUTS.** In the event an occupant is locked out of his or her apartment, the Manager may authorize the opening of the apartment door for said person provided that:

- A.** management has been provided the key(s) to the apartment in accordance with Section 6 above, and
- B.** the person seeking access to the apartment can provide proper identification as a lawful occupant of the apartment, and
- C.** the person seeking access pays the current Lockout Fee to the Association before being given access to the apartment.

**SECTION 8. EXTERIOR SURFACES.** No awnings, shades, screens, vertical blinds, window guards, radio or television antennae, or other objects shall be attached to or hung from the exterior of the building, or from planters, or to protrude through the walls, windows or roofs thereof. No notice, sign, advertisement, bill, poster, illumination, display or other means of communication shall be inscribed or posted on or about the premises, or from the exterior of the building whether visible or not from the outside of the building (except within apartments in locations not visible from the outside of the building). Nothing shall be displayed or projected from any windows of the building. An owner or lessee desiring an exception to this rule must petition the Board of Directors for specific written approval.

**SECTION 9. LANAIS.** Only appropriate lanai furniture and small plants may be placed on apartment lanais. Flammable material may not be kept on the lanai. Barbecue grills or other cooking facilities are strictly prohibited. No clothes or unsightly objects may be hung to dry on the lanai or lanai railings. Lanais must be painted to conform with the color code established for the building exterior. Lanais may not be painted or decorated so as to be unsightly or offensive to other occupants. The lanai area may not be used for storage purposes. An occupant shall remove upon request of the Manager any object that is judged unsightly by the Manager. Washing of lanais or watering of plants must not cause water to leak into other apartments or onto the lanais of other apartments

**SECTION 10. ELECTRICAL WIRING.** No owner, tenant, lessee or occupant shall install any wiring or electrical or telephone installation, or install any electrical equipment or appurtenances the operation of which may overload or damage building electrical wiring. No modification to existing apartment wiring may be made without express written authorization of the Board of Directors.

**SECTION 11. AIR CONDITIONING.** Air conditioning must be maintained so as neither to cause leaks into other apartments nor to cause excessive noise. No additional air conditioning unit may be installed in any apartment without express written approval of the Board of Directors.

**SECTION 12. DRAPERIES.** The side of all draperies or curtains or venetian style blinds nearest the windows or opening toward the exterior of the building shall be of the original standard white color to enhance the outward appearance of the building.

**SECTION 13. GLASS TINT: WINDOW SURFACES.** No glass tinting is allowed on any exterior windows of an apartment without specific written authorization from the Board of Directors.

**SECTION 14. NAMEPLATES.** Nameplates, initials or other personal identifying signs or lettering shall not be visible from the exterior doors or walls or on windows visible from the exterior of the building or on parking stalls.

**SECTION 15. DELIVERIES.** The Manager shall not accept deliveries of mail or personal property on behalf of any occupant. The Manager, Association, Board of Directors, Managing Agents or employees thereof shall not be liable for loss of or damage to packages or other deliveries left in the halls, at doors of apartments or any other undesignated place on the premises, nor for any article left with any employee, nor for any personal property of an occupant placed or left in or about the common elements.

**SECTION 16. DUSTING AND SWEEPING.** Garments, rugs, mops and other objects shall not be dusted or shaken from windows or lanais, stairways, corridors or fire escape areas of the building or cleaned in the common elements. Nothing shall be thrown or emptied by any person out of windows or doors into or onto the common elements.

**SECTION 17. APARTMENT MAINTENANCE.** The repair and maintenance of apartment interiors, windows and appurtenant lanai spaces is the responsibility of the apartment owner. No Association or Managing Agent employee shall repair or maintain any apartment, nor shall any Association tools, equipment or supplies be used by an owner or occupant, except when an emergency threatens damage to other apartments or common elements. Contractors and workers on the premises to work in a unit at an owner's invitation must sign in and out with Security.

**SECTION 18. ACTIVITY ON PREMISES.** Nothing shall be allowed, done or kept in any apartment or common element which would overload or impair or damage the structural, electrical or plumbing systems or their components, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. No unlawful, noxious, offensive or nuisance-causing activity shall be engaged in on the premises.

**SECTION 19. COMBUSTIBLE OR TOXIC SUBSTANCES.** No explosive of any nature whatsoever, including but not limited to fireworks and black powder, shall be brought onto, stored or used on the premises. No highly combustible or toxic substances, except those which are of such nature and limited quantity as are usual and incidental to the normal operation of the building, private residential occupancy of an apartment or the normal operation of a motor vehicle, shall be brought onto, stored or used on the premises.

**SECTION 20. FIREARMS AND AMMUNITION.** Firearms and ammunition brought onto or kept on property by any occupant must be both lawfully registered and registered with the Manager. Registration consists of providing the Association a copy of the State of Hawaii Firearms and Ammunition Registration form for the items to be registered. Owners or their agents are responsible for ensuring registration of firearms by their tenants and lessees.

**SECTION 21. REFUSE.** Trash shall be secured in bags before being deposited in the trash chutes or bins. Glass containers may not be disposed of in trash chutes. Glass containers may be left in trash rooms for pickup and disposal by the Association

Combustible or toxic substances such as paint, petroleum products and the like shall not be disposed of through the trash chutes or bins, nor through any drain or sewer facility on premises.

Empty packing boxes may not be disposed of through the trash chutes. They may be deposited directly into the building trash bins, located on the ground level of each tower, provided they are broken down before disposal.

Construction-related waste may not be disposed of through Waikiki Banyan facilities and is the responsibility of the owner or lessee under whose authority the refuse is generated.

Bulky object disposal (furniture, air conditioners, etc.) is the owner's or lessee's responsibility. Bulky objects may not be disposed of in building trash chutes, refuse pickup areas, nor in or on any common areas.

**SECTION 22. LIABILITY FOR DAMAGE.** Each owner shall be liable to the Association for all costs and expenses, including administrative charges, attorney's and other legal fees, incurred by or on behalf of the Association to repair, replace or restore any damage to or destruction of the common elements, which damage or destruction was contributed to or caused by the owner or anyone on the premises pursuant to the invitation or authority of the owner.

**SECTION 23. ASSOCIATION DISCLAIMER OF LIABILITY.** The Association, its Board of Directors, and all agents and employees thereof shall not be liable in any manner whatsoever for loss of or damages to any personal property or injury to or death of any person on the premises, whether such loss, damage, injury or death occurs in an apartment or in the common elements, unless such loss, damage, injury or death is the direct result of misconduct of the Association, its Board of Directors, or any agent or employee thereof.

**SECTION 24. MANAGER'S DISCRETION.** In all matters concerning the standards herein enunciated, the Manager shall be the final judge of compliance.

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## **ARTICLE IV COMMON ELEMENTS**

**SECTION 1. RESERVATION.** Any owner, tenant or lessee wishing to reserve a portion of the common elements must do so by written request to the Board of Directors.

**SECTION 2. OBSTRUCTION OF INGRESS AND EGRESS.** The driveways, sidewalks, vehicle lanes, passageways, walkways, lobby entryways, elevators, stairs and common corridors are for ingress and egress only and shall not be obstructed or used for play. No items of personal property, except as otherwise allowed by the House Rules, Declaration or By-laws, shall be placed or left in any of the areas specified in this section.

**SECTION 3. DOORMATS.** No owner, tenant or lessee may place doormats or any other personal property outside of the entry door to his or her apartment.

**SECTION 4. ELEVATORS.** Bicycles and surfboards are permitted only in the designated freight elevators, car #1 in Tower I and car #5 in Tower II. No motorized mode of transportation, other than a wheelchair, shall be allowed the use of any elevator at any time. No person shall smoke, drink or eat in any elevator at any time.

**SECTION 5. ELEVATORS: INDEPENDENT USE.** The designated freight elevators may be used under independent control by owners, tenants, agents or lessees for purposes of moving large or bulky objects or large quantities of items by scheduling such use with the Association's Security Office. Such use must be scheduled at least twenty-four (24) hours in advance. Extended use of one-half hour duration or longer must be scheduled at least one week in advance. The elevator key must be signed out from the Security Office. Owners, tenants, agents or lessees granted independent use of a designated freight elevator must keep an operator in the elevator at all times during such independent use.

**SECTION 6. FOR SALE SIGNS.** No owner, tenant, agent or lessee, or other person on owner's authority or direction shall place "For Sale," "For Rent," "Open House" or similar signs anywhere on the premises except in the spaces provided on the appropriate bulletin boards in accord with Section 7, below.

**SECTION 7. BULLETIN BOARDS.** Bulletin boards are placed in the common elements only as designated by the Board of Directors. All notices and announcements must be approved by the Manager prior to posting to the appropriate board. All posted notices shall be prepared in uniform fashion by the Manager to conform to Board-approved standard style and size, and will be posted for a maximum period of four (4) weeks. "Open House" notices shall be posted in the Open House bulletin board only on Saturdays, Sundays, and Holidays during the hours of 1-5 p.m. and Wednesdays 9-11:30 a.m. Any notice pertaining to the sale, rental or lease of an apartment may contain neither information about nor reference to selling price or rental rate.

**SECTION 8. FIRE EQUIPMENT.** Fire doors, including each apartment's fire-rated entry door, must remain closed at all times. Tampering with fire alarms and other fire safety equipment is a criminal offense for which the Manager will recommend prosecution. Fire alarm system smoke detectors and speakers located in each unit will be maintained in good working order by the unit owner or his representative.

**SECTION 9. BICYCLES AND TRICYCLES.** Bicycles shall not be ridden on the premises and shall be transported only in the designated freight elevator. Bicycles may be stored in the occupant's apartment, and parked, at the owner's risk, in the designated bicycle parking area in the parking garage. Bicycles so parked must bear current Honolulu City & County registration emblems. Tricycles, other children's riding toys, roller skates and skateboards may not be ridden in or left about any of the common elements; they may be stored in the occupant's apartment.

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## **ARTICLE V VEHICLES & PARKING**

**SECTION 1. VEHICLE DEFINITION.** For purposes of this Article, "vehicle" means automobile, van, truck, motorcycle, motorbike (moped), and other similar motorized transportation device.

**SECTION 2. VEHICLE OPERATION.** The vehicle speed limit on the premises is 5 mph. Drivers must observe all posted traffic signs, exercise extreme care for the safety of pedestrians, and operate their vehicles responsibly and quietly, so as not to cause hazard or nuisance. Vehicles that are not operated in accord with Association House Rules and posted regulations may be prohibited from entering and parking on the premises.

**SECTION 3. VEHICLE CONDITION.** All vehicles on the premises shall be in lawful operating condition with current license and safety inspection sticker or the vehicle owner shall provide proof of ownership and of insurance. Documentation must be provided if license plates are surrendered to Honolulu Police Department.

**SECTION 4. PARKING.** Parking stalls are unassigned. All vehicles parked on the premises shall be parked only within marked parking stalls, except as noted in Section 6. Posted rules for parking must be observed. All vehicles parked on the premises must display proper authorization. Vehicles parked in violation of these House Rules or posted regulations may have their authorization to park rescinded.

**SECTION 5. PARKING PERMITS.** Parking permits are available for owners. Parking permits are issued annually, directly to a lawful owner or to a person with written authorization from the lawful owner to receive the permit. The parking permit may be used to park one (1) vehicle for one (1) unit. Except as noted in this Section, the parking privilege represented by the owner's parking permit is not transferable, nor may it be sold, leased or rented. An owner's parking permit may be used only by

- A. an owner occupying his or her unit,
- B. the tenant of a unit if so authorized by the unit owner, or
- C. the lawfully authorized agent of a unit who is on property actively to service that unit if authorized to use the permit by the unit owner.

**SECTION 6. OVERSIZED VEHICLE PARKING.** Oversized vehicles are those that are too high to proceed past the garage post or too long to fit into a standard parking stall. Overheight vehicles may park in the specially marked stalls adjacent to the garage entrance. Overlength vehicles may utilize tandem stalls located behind and accessed through regular stalls and must pay current rates for the additional stall(s) utilized.

**SECTION 7. REGISTRATION OF PARKED VEHICLES.** Vehicles parked unattended for a period exceeding seven (7) days must be registered with the Manager prior to such long-term parking. Registered vehicles must conform to other provisions of these House Rules governing vehicles. Long-term parking is not to exceed twelve (12) months in duration. Vehicles that are left on the premises longer than twelve (12) months or that fail to conform to other provisions of these House Rules may have their authorization to park revoked.

**SECTION 8. LOADING ZONES.** Designated loading zones are adjacent to the ground floor doors in each tower. Vehicles may use these zones only for the purpose of loading or unloading, not for parking. Loading zones may be used a maximum of fifteen (15) minutes.

**SECTION 9. UNAUTHORIZED PARKING.** Vehicles parked in parking stalls other than as authorized in other Sections of this Article will be considered to be parked on private property without authorization. Such vehicles may be towed away from the premises at the vehicle owner's and driver's cost and risk, and be prohibited from Waikiki Banyan premises thereafter.

**SECTION 10. VEHICLE REPAIRS.** No major repair may be made to any vehicle on the premises. "Major Repair" is defined, for purposes of this Section, as any repair involving excessive noise, draining and replacement of automotive fluids, disassembly of mechanical

or electrical components, or that takes longer than one hour to finish. The Manager is authorized to prohibit any repair which in his or her judgment is annoying in any way.

**SECTION 11. VEHICLE WASHING.** No vehicle may be washed on the premises.

**SECTION 12. NON-OCCUPANT OWNER PARKING.** A non-occupant owner is an owner who is not residing in his or her apartment. Specially marked parking stalls are reserved for the exclusive use of non-occupant owners.

**SECTION 13. VISITOR PARKING.** Specially marked parking stalls are provided for guests of owners or lessees. Guests may park for a maximum of four (4) hours free of charge, provided they complete the appropriate registration procedure at the Security garage post, and provided a visitor parking stall is available.

**SECTION 14. HANDICAP PARKING.** Specially marked parking stalls are reserved for handicap parking. Van accessible handicap parking stalls are available in the porte cochere for handicap vehicles that do not fit inside the parking garage. Persons using these reserved handicap stalls must possess and display official Handicap Parking Authorization forms or receive authorization from the Manager, and are subject to the usual parking fees.

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## **ARTICLE VI PETS**

**SECTION 1. DEFINITION.** Owner-occupants and tenants may keep pets in their apartments. Pets may not be livestock, poultry or rabbits.

**SECTION 2. BREEDING.** Pets may not be bred or used for commercial purposes.

**SECTION 3. VISITING.** No visiting pets are allowed on the premises.

**SECTION 4. COMMON ELEMENTS.** Pets accompanying occupants into any common elements, including the elevators, shall be hand-carried or kept on a leash at all times.

**SECTION 5. EXCREMENT.** Pets shall be walked on a leash or carried off and on the premises and excrement picked up and disposed of in accordance with Board of Health regulations.

**SECTION 6. LIABILITY.** The pet owner shall bear all financial and other responsibility and liability for any personal injury or property damage caused by the pet to any owner, occupant, guest, Association employee, or member of the public.

**SECTION 7. NUISANCE.** Any pet which is judged by the Manager to be a nuisance, or which causes disturbance to any occupant, or causes damage to the building or grounds shall be permanently removed by the owner promptly upon notice given by the Board of Directors.

## **ARTICLE VII RECREATION DECK**

**SECTION 1. HOURS OF OPERATION.** The recreation deck, except for the swimming pool, is open at all times, on condition that no noise or activity on the recreation deck disturbs any resident. The Association does not assume any responsibility for persons using any facilities on the recreation deck. Use of any of the facilities on the recreation deck shall be at the occupant's and guest's sole risk. While there are no specific age restrictions upon children's use of the various facilities on the recreation deck, parents and/or their guardians are expected to utilize reasonable judgment in determining that their children are adequately and safely supervised whenever they are present on the recreation deck.

**SECTION 2. CLEAN UP.** Any occupant or guest using a portion of the recreation deck shall ensure that it is left in clean and orderly condition.

**SECTION 3. NOISE.** Loud noise of any kind shall be avoided at all times. Radios, tape players and other sound producing devices must be played at moderate levels, and in any case must not cause annoyance.

**SECTION 4. BARBECUES.** Subject to availability, occupants may cook on the recreation deck from 8:00 am to 10:00 pm using the installed cooking facilities. Reservations are not necessary, but may be made with Security if desired.

**SECTION 5. BEVERAGES.** Beverages must be in containers other than glass.

**SECTION 6. TENNIS COURT.** Occupants may reserve the tennis court by signing up at the Security Office the day before they want to use the court. Proof of residency is required to reserve the tennis court. The reservation sheet is posted daily at the tennis court.

### **SECTION 7. SWIMMING POOL.**

- A.** The pool and the surrounding areas are for the exclusive use of occupants and guests. Hours of operation are between 8:00 a.m. and 9:00 p.m.
- B.** There is no lifeguard on duty. Occupants and guests use the pool at their own risk.
- C.** Hair pins and similar items must be removed before entering pool.
- D.** Glass or other breakable containers must not be brought into the pool area.
- E.** No large flotation devices may be brought into the pool. U. S. Coast Guard approved personal flotation devices only may be used.
- F.** "Horseplay," running, screaming or other loud or boisterous behavior is not permitted in the pool area.
- G.** Swimmers must wear proper swimming attire.
- H.** Diving into the pool is not permitted.
- I.** No one in a dripping wet bathing suit shall enter the elevators or other common areas of the building from the pool.

**J.** Board of Health regulations, particularly Section 61, Personal Regulations (excerpted below), will be strictly observed:

1. "All persons known to be or suspected of being afflicted with infectious disease, suffering from a cough, cold or wearing Band-Aids or bandages, shall be excluded from bathing in the swimming pool."
2. "Spitting, spouting of water, blowing the nose in the swimming pool are strictly prohibited."

**K.** Special toddler diapers shall be used to prevent contamination of the pool.

**SECTION 8. SPA.** All of the rules set forth in Section 7 above (Swimming Pool) shall also apply to use of the spa, except that no flotation devices of any kind shall be permitted in the spa.

No person may use the spa without proper supervision if use of the spa would pose a risk to the person's health, safety and/or welfare without such supervision.

Occupants and guests are expected to utilize reasonable judgment in deciding whether use of the spa is suitable for themselves and/or those under their supervision. Elderly persons, pregnant women, infants, persons on medication, and those with health conditions requiring medical care including diabetes, heart disease, and high or low blood pressure should consult with a physician before using the spa to understand thoroughly any risks involved.

Caution should be taken to keep one's hair and body parts away from drain outlets and other mechanical equipment in the spa.

**SECTION 9. SAUNAS.** The saunas are dry heat facilities. Hours of operation are between 8:00 a.m. and 9:00 p.m. A key is required for access to the saunas and showers. Washrooms, restrooms, saunas and showers will be secured between 9:00 p.m. and 8:00 a.m. No liquid of any sort is permitted inside the saunas.