



## ***WAIKIKI BANYAN HOUSE RULES***

### **1. COMPLIANCE**

**1.1. AUTHORITY.** Compliance with these House Rules is required by Hawaii Revised Statutes (HRS) §514B-112 and Section I, First Restatement of the Declaration of Condominium Property Regime of Waikiki Banyan (Declaration).

**1.2. 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, HRS §514B-157 (a), 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 this chapter 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...”

**1.3. DISTRIBUTION.** The currently revised House Rules are available in electronic form for free download from the Association’s web site at <http://www.waikikibanyan.org/>. Hard copy is available from the Association’s on-site Administration Office.

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.

**1.4. HOUSING NON-DISCRIMINATION POLICY.** Waikiki Banyan has adopted the Housing Non-Discrimination Policy published by the Hawaii Civil Rights Commission. A copy of this policy is available upon request at the Admin Office.

## 2. DEFINITIONS

**2.1. AGENT:** an individual or organization legally authorized by an owner to act on the owner's behalf.

**2.2. COMMON ELEMENTS:** as defined in Section A. 2. of the Declaration includes, among other things, the land, yard, grounds, landscaping, refuse facilities, driveways, recreation deck, parking garage, lobby. A common element is an element of the building that serves more than one unit.

**2.3. GUEST:** a person other than an owner, tenant, or lessee, lawfully on the premises pursuant to the invitation of an owner.

**2.4. LESSEE:** an individual or organization leasing any portion of a common element of Waikiki Banyan under the terms of a lease filed with the Association's Board of Directors. A lessee may also be an owner.

**2.5. LIMITED COMMON ELEMENTS:** defined in HRS §514B-35 (2) as elements of the building that serve or are for the exclusive use of a single unit.

**2.6. MANAGER:** the on-site person(s) employed by the Association to administer the day-to-day operation of Waikiki Banyan Condominium.

**2.7. OCCUPANT/RESIDENT:** any person lawfully occupying an apartment at Waikiki Banyan for any period of time, whether or not otherwise defined as an owner, tenant, lessee or guest.

**2.8. OWNER:**

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.

**2.9. PERSON:** an individual, firm, corporation, partnership, or other legal entity.

**2.10. PETS:** only dogs, cats, small to medium sized caged birds and fish kept in a single aquarium no larger than 25 gallons.

**2.11. PREMISES:** the entire condominium project, consisting of private residential apartments, limited common elements and common elements.

**2.12. STAFF:** those persons who collectively are employed directly by the Association. Staff does not include contractors, or their employees engaged by the Association for a specific project.

**2.13. TENANT:** a person occupying an apartment at Waikiki Banyan pursuant to the terms of a written agreement not filed with the Board of Directors.

### 3. GENERAL

**3.1. GUESTS.** Guests may be invited onto the premises by an owner, tenant, or lessee (host). 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. The access and use of the 6th floor recreational facilities shall be limited to residents (owner, tenant, lessee) and, when accompanied by the resident, to not more than 4 family members and/or guests per unit. Except for ingress or egress, guests must always be accompanied by their hosts in order to use the common elements as noted.

**3.2. 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.

**3.3. 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.

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

**3.5. 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 §514B-137.

**3.6. LOCK OUTS.** An owner who has been locked out of her or his apartment and who has provided the Association with a key to the apartment may retrieve the key from Security for emergency access. If an agent for the owner has provided the key, then that agent may retrieve the key.

If the owner or agent seeking emergency access to an apartment is not known to Security, then they must provide positive identification prior to being allowed to retrieve the key.

**3.7. 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.

**3.8. 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.

**3.9. 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.

**3.10. PLUMBING STANDARDS.** All plumbing replacement parts and components must conform at minimum to the standards listed in **Appendix A**.

**3.11. 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.

The installation of a split air conditioning system is permitted provided it meets management approval and other requirements herein, including but not limited to:

- A. no structural modifications to the building.
- B. no overloading of electrical or plumbing systems.
- C. installation by a licensed contractor.

**3.12. 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.

**3.13. 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.

**3.14. 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.

**3.15. 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 (includes Security & Housekeeping Staff) 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.

**3.16. 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.

**3.17. APARTMENT MAINTENANCE.** The repair and maintenance of apartment interiors, windows and appurtenant lanai spaces and limited common elements appurtenant to an apartment 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.

**3.18. 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.

Smoking is a known health and safety hazard and a significant nuisance-causing activity. In accord with the Revised Ordinances of Honolulu, §40-21, smoking is prohibited within twenty (20) feet of all covered and partially covered common areas. In addition, smoking is prohibited on the recreation deck.

**3.19. 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.

**3.20. 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.

**3.21. 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.

**3.22. 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.

**3.23. 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.

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

## 4. COMMON ELEMENTS

**4.1. 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.

**4.2. 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.

**4.3. GROUP ACTIVITIES.** Group activities that obstruct or occupy areas of the common elements and thereby prevent their use by individuals who are not part of the group are not allowed without the express permission of the Manager. Commercial group activities are strictly prohibited.

**4.4. PERSONAL PROPERTY.** No owner, tenant or lessee may place personal property in or on any common elements without the express permission of the Manager.

**4.5. 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.

**4.6. 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.

**4.7. 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.

**4.8. 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.

**4.9. 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.

**4.10. 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 both Honolulu City & County and Waikiki Banyan registration emblems. A Waikiki Banyan registration emblem will be issued upon a bicycle being registered with Waikiki Banyan Administration.

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.

## 5. VEHICLES & PARKING

All vehicles parked in the Waikiki Banyan parking garage must clearly display a valid parking pass (owner parking permit (hang tag), Temporary Worker parking pass, paid transient parking ticket, Visitor parking pass, etc) at all times. Any vehicle found in the parking garage without a valid parking permit or pass (with the exception of arriving guests temporarily parked in the Loading Zones at the direction of security per Section 5.8) will be cited, charged the daily parking rate(s) and may be towed at the discretion of the office or security. Repeated violations may result in the revocation of parking privileges.

Drivers of vehicles without a valid owner or daily or monthly parking permit displayed on their vehicle must pay the applicable parking rate on arrival at the Security garage post or they will not be allowed to enter the parking garage. This does not apply to pre-registered visitor vehicles (Section 5.13) or the temporary use of loading zones at the direction of Security (Section 5.8). There are no other exceptions, including for owners whose parking permit is being used by a tenant or guest.

**5.1. VEHICLE DEFINITION.** For purposes of this Article, "vehicle" means automobile, van, truck, motorcycle, motorbike (moped), bicycle, motorized or electric scooter, skateboard or hoverboard, and other similar transportation device. Powered wheelchairs and mobility scooters are not considered vehicles under this Article.

**5.2. 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 accordance with Association House Rules and posted regulations may be prohibited from entering and parking on the premises.

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

**5.4. PARKING.** Parking stalls are unassigned and may not be reserved with the exception of loading zones, marked visitor parking spaces, and marked parking stalls designated for use by persons with a disability. All vehicles parked on the premises shall be parked only within marked parking stalls, except as noted in 5.6. Posted rules for parking must be observed. All vehicles parked on the premises must display proper parking authorization. Vehicles parked in violation of these House Rules or posted regulations may have their authorization to park revoked and the vehicle may be banned from parking in the garage and/or towed at owner's expense.

Mopeds, defined as being powered by motors 50cc and under must be parked in the designated moped parking area and are subject to the applicable parking fees.

Bicycles and Electric Scooters must be parked in the designated bicycle parking area.

Registration: Mopeds, Bicycles, electric scooters, and the like must be registered with the City & County of Honolulu and with the Waikiki Banyan Administration office and bear the provided registration decals at all times.

Moped, bicycle & electric scooter parking are for Waikiki Banyan unit owners and long-term tenants only.

Bicycles, scooters\*, skateboards\*, in-line skates\*, etc. are not allowed to be ridden or operated in any common area (including the lobby, elevators, hallways, rec deck, parking structure, etc.). Mopeds may only be operated in the parking structure. (\*including electric).

**5.5. OWNER PARKING PERMITS.** One annual parking permit hang tag per unit is provided to the unit owner. Parking permits are issued directly to a lawful owner or to a person designated by the owner to receive the permit when prior written authorization from the owner has been provided to the office. The parking permit may be used to park only 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, bartered, or rented. An owner's parking permit may be used only by:

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

An owner parking permit used by an authorized individual as defined above must be displayed on the individual's vehicle at all times (hung from the rearview mirror) while parked in the garage and must be clearly visible in its entirety from outside the vehicle. The owner's parking permit may not be duplicated or altered in any way. Forgery, alteration or duplication of any parking permit by any means shall result in the following:

- A. 1st Violation – A restitution fee equal to the current daily parking rate from the first day of the current year to the date the violation was discovered or \$500, whichever is greater, and the suspension of parking pass privileges for one (1) year.
- B. 2nd and subsequent violations – A restitution fee equal to the current daily parking rate from the first day of the current year to the date the violation was discovered or \$500, whichever is greater, and permanent suspension of parking pass privilege (applies only to the unit owner at the time of the violation).
- C. Where a lost pass has been replaced and the original pass is subsequently found, the original pass must be returned to the office immediately. If both the original pass and the replacement pass continue to be used, the above penalties shall apply.

**5.6. OVERSIZED VEHICLE PARKING.** Oversized vehicles are larger or taller than average vehicles and/or vehicles that are too long to fit into a standard parking stall.

Oversized vehicles that are under 6' in height may park on the premises at the applicable daily parking rates only (no weekly rates) subject to the rules below:

- A. No vehicles over 6' in height are permitted to enter the parking garage. No vehicles under 6' that are equipped with accessories (i.e., roof racks, antennas, etc) that increase the overall height of the vehicle to greater than 6', and/or any vehicle that is deemed unsafe by security or the manager to safely proceed past the garage post or up the ramp (except those vehicles noted in B below) are not permitted to enter the parking garage.



**B.** An oversized vehicle belonging to an owner and displaying a valid owner parking permit, or a vehicle driven by a registered contractor and displaying a valid Temporary Worker parking pass, that is less than 6' in height and therefore able to enter the garage but is unable to navigate safely up the ramp to park on the upper levels, may park on the lobby level on a space available basis and at the discretion of security. All other vehicles that are unable to safely navigate up the ramp will not be permitted to park in the garage.

**C.** Oversized vehicles that are too long to park in a normal parking space (overlength) and/or are not able to navigate to the upper-level paid parking spaces (i.e., limos), must park on the lower level (A-1) parking area on a space available basis. Overlength vehicles may utilize tandem stalls located behind and accessed through regular stalls.

**D.** Commercial vehicles, including those with Temporary Worker parking passes, are not permitted to park on the lobby level unless qualified as large vehicles as noted elsewhere in the section.

**E.** Oversized commercial vehicles driven by registered contractors actively working at the Waikiki Banyan that cannot fit in the garage may park, with the approval of, and as directed by, Security on a space available basis in the Porte Cochere (driveway parking area).

**5.7. REGISTRATION OF PARKED VEHICLES (LONG-TERM PARKING).** Owners who plan to park their vehicle unattended for a period exceeding fourteen (14) days must register their vehicle with the AOA Admin office prior to such long-term parking. The annual owner parking permit previously issued to the owner must be turned in and will be replaced with a Long-Term Parking Pass for the duration of the unattended period. Upon return, the Long-Term Parking pass shall be returned to the AOA Admin office, and the regular unit annual parking permit will be returned to the owner. Registered vehicles must conform to all provisions of these House Rules. The valid Long Term Parking pass must be clearly and visibly displayed on the vehicle at all times.

Long-term parking is available to unit owners only and cannot exceed twelve (12) months in duration. Vehicles that are left on the premises longer than twelve (12) months or that fail to conform to all other provisions of these House Rules may have their authorization to park revoked and may be subject to towing.

**5.8. LOADING ZONES.** Designated loading zones are located adjacent to the ground floor entrance doors in each tower. Loading zones may be used at the direction of Security by vehicles displaying a valid parking pass for the purposes of active loading or unloading only for a maximum of 45 minutes. Vehicles may not be left unattended in loading zones except as directed by Security for an arriving guest to park temporarily while retrieving or returning a parking pass to/from a unit. Vehicles parked in loading zones for more than 45 minutes may be required to pay the daily parking rate (see 5.15 Parking Fees below) and may be subject to towing.

There is an additional loading zone consisting of the five diagonal parking stalls at the entrance to the garage opposite the guard post. 45-minute parking for quick drop-offs will be permitted in this zone on a first-come basis. All vehicles must be logged in by Security. A vehicle not logged in with security will be subject to towing. The 45-minute time limit will be strictly enforced and overstay will result in the loss of future use of this privilege, the driver being charged the daily parking rate, and the vehicle may be subject to towing. If there are no vacant stalls in this area, the applicable parking rate must be paid to enter the garage. This area may also be used for after-hours emergency call-outs as needed and when logged in by security.

**5.9. UNAUTHORIZED PARKING.** Vehicles parked on the premises, other than as authorized in other Sections of these House Rules, will be considered as parked on private property without authorization. Such vehicles may be towed at the vehicle owner and/or driver's cost and risk and may be prohibited from parking on Waikiki Banyan premises thereafter.

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

**5.11. VEHICLE WASHING.** No vehicles may be washed on the premises.

**5.12.** (This paragraph intentionally left blank.)

**5.13. VISITOR PARKING.** Specially marked Visitor parking stalls with a maximum time limit of four (4) hours are available free of charge for the occasional guests of on-site owners and long-term tenants only, subject to the provisions below.

**A.** A total of 8 visitor parking stalls are provided on an as available basis; 6 regular parking stalls and 2 stalls designated for use by vehicles displaying a valid disability placard. If no visitor parking stalls are available, the guest must pay the applicable daily rate if they wish to park in the garage.

**B.** Visitor parking must be pre-arranged in person by the unit owner (or long-term resident) by completing the appropriate registration procedure as detailed below at the Security garage post or the owner/long-term resident may call to security ON DAY OF VISIT to security on 808 380 4870 (direct). If visitor parking is not pre-arranged with security, the visitor must pay the applicable daily parking rate on arrival.

**C.** Owners and/or long-term residents who expect to have a visitor making use of visitor parking must visit the garage guard post in person on the day of the expected arrival of the guest but no later than 15 minutes in advance of the expected arrival time. The owner or resident must complete the visitor registration log and inform the guard of the approximate expected arrival time of the guest. Pre-registering a guest vehicle does not guarantee that a visitor parking space will be available at the time of arrival.

**D.** Visitor parking is limited to one visitor vehicle per unit, one time per day (no in-and-out privileges). No vehicles other than those properly registered per 5.13(C) may occupy a visitor parking space.

**E.** On arrival, provided the visitor vehicle has been properly pre-registered as above, a Visitor Parking pass will be issued. It must be displayed prominently on the front dashboard of the vehicle at all times with the information clearly readable from outside the vehicle. The parking pass may not be altered or duplicated in any way. Forgery, alteration or duplication of any parking pass or permit by any means will result in penalties and/or fines levied against the unit owner and the revocation of owner parking privileges.

**F.** Visitor parking is strictly limited to a maximum stay of four hours. Any vehicles remaining past the four-hour time limit will be cited, charged the applicable daily parking rate, and are subject to towing at the discretion of the office.

**G.** Visitor parking is permitted only between the hours of 8:00am and 12:00am (midnight). Any visitor vehicles remaining in the parking lot after midnight will be cited, charged twice the applicable daily rate (for before and after midnight), and towed at the discretion of the management office.

**5.14 PARKING FOR PERSONS WITH DISABILITIES.** Specially marked parking stalls are provided for persons with a disability. Van accessible disability parking stalls are available in the Porte Cochere for vehicles that do not fit inside the parking garage. Vehicles parked in these reserved stalls must be registered with Security and must display an official Disability Parking permit or placard or receive authorization from the Manager and are subject to normal parking permit requirements or fees.

**5.15 PARKING FEES.** All vehicles parked in the Waikiki Banyan parking garage must display a valid parking permit. Any vehicle not displaying a valid owner annual parking permit, visitor parking pass, or any other valid parking pass issued by the administration office is subject to paid transient parking fees. These include daily, weekly and/or monthly parking fees, as well as special fees for oversized vehicles, commercial vehicles, etc. The fees will be applied as noted with the amounts to be set by the Board of Directors from time to time and published at the entrance to the parking garage. For paid parking, a valid transient or Temporary Worker parking pass must be displayed on the vehicle at all times.

**A.** Transient parking will be limited in number to ensure that all vehicles with owner parking passes can be accommodated.

**B.** Any vehicle not displaying an owner parking permit must park on the upper parking levels (2-5) and not on the Lobby level, with the exception of vehicles displaying a disability parking permit or placard, registered visitor vehicles in marked Visitor parking spaces and oversized and other vehicles as noted elsewhere in these House Rules.

#### **5.16 TEMPORARY WORKER (formerly Contractor) PARKING**

Contractors, cleaners, agents and their staff, on-premises commercial office employees, realtors, and other temporary daily workers may park in the Waikiki Banyan garage between the hours of 7:00am and 5:15pm at the special Temporary Worker parking rate of \$10 per day. These workers are eligible for the Temporary Worker parking rate only while they are actively working for a unit owner or agent in a unit(s) at the Waikiki Banyan.

**A.** The worker or contractor must sign in at the Security garage post with their name, company name, contact phone number, license plate number of their vehicle, and the unit number(s) that they will be working in that day.

**B.** The discounted Temporary Worker parking rate applies to one vehicle per unit only. Additional vehicles for the same unit will be charged the current regular daily parking rate.

**C.** Upon payment, a Temporary Worker parking pass, valid only for that current day for parking between the hours of 7:00am and 5:15pm only, will be issued. It must be displayed prominently on the vehicle dashboard with the information clearly readable from outside the vehicle. The parking pass may not be altered or duplicated in any way. Forgery, alteration, or duplication of any paid parking pass or permit by any means will result in penalties and/or fines and the revocation of parking privileges.

**D.** The discounted Temporary Worker parking rate is available only for the period that the worker is physically present on Waikiki Banyan property and actively working at the Waikiki Banyan. In and out privileges are permitted.

**E.** All vehicles parked using a discounted Temporary Worker parking pass must leave the garage no later than 5:15pm each day. Any vehicle displaying, or registered as using, a discounted Temporary Worker parking pass that is found in the garage after 5:15pm will be cited, the operator may be charged the regular \$30 daily parking rate on exit, and at the discretion of the office or security, towed. Temporary daily workers utilizing the discounted parking rate who repeatedly overstay and/or who violate any Waikiki Banyan Bylaw or House Rule will have their parking privileges revoked and they will no longer be permitted to park in the garage.

**F.** Vehicles displaying a Temporary Worker parking pass are not permitted to park on the lobby level and must park on the upper levels 2-5 unless qualified as oversized vehicles as noted in Sec. 5.6.

**G.** Office staff of agents using a Temporary Worker parking pass must park in the basement level (down the ramp, on the lower level).

**5.17. EMPLOYEE PARKING.** AOA Employees and AOA Contractors must park on the lower (A-1) basement parking level. Employees with oversized vehicles are subject to Sec. 5.6 above and the applicable parking fee schedule.

**5.18. PORTE COCHÈRE.** The front driveway, or Porte Cochere, is for the pickup and/or drop off of owners/tenants/guests only. This is not a parking area and vehicles may not be left unattended without express permission from Security.

- A. Use of the Porte cochere is for passenger pick up and drop off only.
- B. Vehicles MAY NOT be left unattended.
- C. There is a 15-minute time limit for pick up/drop off.
- D. Unattended vehicles or vehicles parked in excess of 15 minutes will be subject to removal at owner and/or drivers' expense.

There are two designated service vehicle parking areas in the Porte cochere. 1.) at the Makai end of the driveway against the wall in front of the garage exit lane, and 2.) directly in front of the security office. Parking in these areas is permitted only with the permission of, and at the direction of, Security.

- A. The AOA reserves the right to assign parking to contractors and vendors in this area. All vehicles must be registered with Security with driver's name, contact phone number and the applicable unit number.
- B. Delivery vans/trucks may utilize these areas, with permission from Security, while actively loading or unloading.
- C. Vehicles must not be left unattended other than as permitted by Security for the purpose of delivery of oversized items to a Waikiki Banyan unit. Driver must register as above (A) with the security office.
- D. Unattended vehicles will be subject to removal at owner and/or drivers' expense.

## 6. PETS

**6.1. AUTHORIZATION.** Waikiki Banyan Bylaws allow owners and occupants to keep pets in their units, subject to the provisions of this section. Tenants of unit owners must be so authorized by the owner. Tenants must provide evidence of such authorization upon demand of the Association.

**6.2. QUANTITY.** A "reasonable number" of pets, as determined by the Manager, may be kept in an apartment.

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

**6.4. VISITING.** No visiting pets are allowed on the premises.

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

**6.6. 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.

**6.7. 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.

**6.8. 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.



## 7. RECREATION DECK

**7.1. 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 must adequately and safely supervise their children whenever their children are present on the recreation deck.

**7.2. SMOKING.** Smoking is not permitted on any part of the recreation deck that is not a Board-designated smoking area.

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

**7.4. 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.

Official "Quiet Time" is from 10pm to 7am daily. During this time only normal conversational-level noise is allowed. No artificial sound producing devices of any kind may be played.

**7.5. BARBECUES.** Subject to availability, occupants may cook on the recreation deck from 10:00 am to 9:00 pm using the installed cooking facilities. These are on a first come first serve basis.

**7.6. CONTAINERS.** No containers of glass or other breakable material are allowed on the recreation deck.

**7.7. 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. (**CURRENTLY ANAVAILABLE** due to major renovation project for end of 2022 and in 2023. At this time the use of objects like balls of any kind is prohibited due to **NO FENCING in place and for safety reasons.**)

### 7.8. 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.** Only U. S. Coast Guard approved, or otherwise attachable small personal flotation devices only may be used in the pool.

**F.** "Horseplay," running, screaming, throwing, or tossing any objects, or other loud or boisterous behavior is not permitted in the pool area.

**G.** Swimmers must wear proper swimming attire.

H. Diving or jumping 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.

**7.9. 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 hair and body parts away from drain outlets and other mechanical equipment in the spa.

**7.10. SAUNAS.** The saunas are dry heat facilities. Hours of operation are between 8:00 a.m. and 10:00 p.m. A key is required for access to the saunas and showers. Washrooms, restrooms, saunas, and showers will be secured between 10:00 p.m. and 8:00 a.m. No liquid of any sort is permitted inside the saunas.

**8. CONTRACTORS: ALTERATIONS/ RENOVATIONS AND GENERAL MAINTENANCE/REPAIR WORK****8.1 Definitions:**

- 8.1.A** Contractor: A person or company that undertakes a contract to provide materials and/or labor to perform a specific service or work over a defined time. Independent contractors are not employees.
- 8.1.B** Cleaner / Housekeeper: A person or company that is contracted/hired by an owner or agent or service company to perform on-going services in the cleaning and care of a specific owner's unit (s) and does not perform contractor services.
- 8.1.C** General Repair & Maintenance Work – work other than alternations and renovations, such as plumbing/electrical repair work, minor repair/maintenance, or replacement of existing items
- 8.1.D** Alteration and Renovation: Any work that involves demolition of any existing unit attributes such as bathrooms, kitchen cabinetry, islands, flooring, walls, etc. and replacement with new attributes in the same or altered locations.

**8.2 LAWFUL PRESENCE.** Contractors may be on property only while working under contract to or on behalf of the AOA of Waikiki Banyan, Inc., or an individual owner, lessee, or lawful resident. All Contractors must bear visible identification while on site. The contractors shall sign in and out of security everyday while on property working.

**8.3 REGISTRATION: Prior to commencement of any work,** all contractors must visit the Administration office (3<sup>rd</sup> Floor, Tower 2) during normal business hours and complete the WB Contractor's register (Form 1) with includes work to be done, unit & tower, owner/agent name and estimated duration of work. Additionally, the following documents must be provided:

- 8.3.A** Business/contractor's license number (DCCA may be verified)
  - 8.3.A.A W-9 Form
  - 8.3.A.B Certificate of Liability Insurance
  - 8.3.A.C If applicable provide Approved Permit from the City and county of Honolulu
  - 8.3.A.D If applicable provide Approved and stamped of drawings and plans by competent authority.
- 8.3.B** The Admin Office will compile and maintain a current list of registered contractors. The list will be provided to Security Parking. Contractors must be on the list in order to obtain a Contractor's Day-Parking Pass; otherwise, they will have to pay the daily parking rate.

**8.4 Type of Work:**

- 8.4.A** General / Maintenance Work: Please follow instructions in this section and Appendix A.
- 8.4.B** Working Hours: Working hours are restricted to Monday thru Saturday, 8 am until 5 pm, with no work on Sundays or State holidays. holidays may be viewed at <http://dhrd.hawaii.gov> After hour emergency work must be approved by Manager via the Security Office.
- 8.4.C** Noisy Work: Noisy work cannot start until 9am on weekdays and cannot be done on Saturdays. No noise above 84 dB and 104 peak without special permit from Hawaii Department of Health.
- 8.4.D** a. Contractors must wear visible identification while on site.
- 8.4.E** Contractors must sign in and out with Security every day when arriving to the facility and when leaving the facility. To receive a Contractor's Day-Pass, the contractor will need to be on the Registered Contractor's list (See 8.3.B)



**8.4.F** If work inside the apartment is causing excessive noise, dust, or odors, which, in the opinion of the General Manager, are causing an annoyance, the General Manager may order the work stopped until the issue can be resolved.

**8.5** Please see Sections 5, Vehicles and Parking, and specifically Section 5.16 for the rules governing Temporary Worker Parking.

A contractor working on behalf of the AOAO will be allowed to park at the Waikiki Banyan during work hours. Contractors lawfully working for the other parties at Waikiki Banyan (i.e., for an individual owner, lessee, lawful resident, or agent on behalf of an owner) may park one vehicle per unit per day at the discounted Temporary Worker parking rate of \$10 per day, subject to the rules and requirements in Section 5.16 and elsewhere in these House Rules.

Additional vehicles from the same contractor for the same job will be charged normal daily parking rates.

All contractors must obey all Waikiki Banyan rules for vehicle operation and parking while on site and may park only while actively working in a unit at the Waikiki Banyan and only between the hours of 7:00am and 5:15pm. Contractors must leave the premises by 5:15pm per Section 5.16 or they will be cited, charged the regular daily parking rate on exit, and will be subject to towing and/or possible revocation of parking privileges.

Contractor vehicles are not permitted to park on the lobby level of the garage (unless qualified as oversized vehicles as noted in Section 5.6 and authorized by the AOAO or Security Team) and must park on the upper levels 2-5 only.

**8.6 SMOKING.** No smoking on the job or anywhere on the premises except at the AOAO designated smoking area.

**8.7 USE OF FACILITIES.** Contractors working on behalf of the AOAO may use Waikiki Banyan toilet facilities on the second floor only. They are unmarked doors at the end of the elevator foyer. You may sign out the key from Security or obtain from the unit owner.

**8.7.A** Contractors may not use any Waikiki Banyan tools or equipment.

**8.7.B** Do not use Waikiki Banyan facilities which are intended for the use of residents and guests, such as recreation deck facilities. This includes recreation deck/BBQ's/washer & dryers/hot tubs etc.

**8.7.C** Food and drinks may be purchased at the 6th floor (recreation deck vending machine) or at the ground floor Mini-Mart and Coffee Shop.

**8.7.D** Do not use any facility or property of any unit in Waikiki Banyan.

**8.7.E** Do not obstruct access ways to or through the building. Use only the freight elevators (# 1 in Tower 1 and # 5 in Tower 2) for any materials that are longer than 6' and/or may cause damage. Request, through the lobby security office, that the elevators be lined with protective coverings if required to protect them for any damage. Contactor/owner will be held responsible for any noted damage to elevators caused by their actions (24-hours surveillance cameras are in use in each elevator).

**8.7.F** If you must use the lanai to temporarily store any items during you must obtain approval from the admin office to avoid any citations and/or fines.

**8.7.G** Do not tamper with, damage, or modify any part of Waikiki Banyan not specified under the terms of the contract. When in doubt, check with a foreman or supervisor.

**8.7.H** Clean up work areas during and at the end of each workday.

- 8.7.I** Do not dispose of trash or rubbish generated in the course of work in Waikiki Banyan trash rooms or trash chutes, nor in the 2<sup>nd</sup> floor bulky items area. Contractors are responsible for the safe removal of any such trash.
- 8.7.J** Note that all construction waste, including appliances, AC's, etc. must be disposed by the contractor and not on-site. Violations may result in fines and exclusions for the contractor to be allowed to do further work at the Waikiki Banyan. An automatic \$250 fine shall be imposed for improper disposal of construction materials in or around the building.
- 8.7.K** Unit access doors and lanai doors must remain closed during working hours to help contain noise, and control dirt and dust.
- 8.7.L** Construction materials must be delivered to approved construction material sites by the owner or contractor.
- 8.7.M** Do not do anything which would create or cause a hazard.
- 8.7.N** Do not do anything to cause a nuisance or generate complaints from residents. Be aware of Hawaii Noise Laws (Dept of Health) and act accordingly.
- 8.7.O** Be aware of and conform to any other Sections of Waikiki Banyan House Rules that may apply.
- 8.7.P** Be aware of and comply with any local, city, state, and/or federal building codes and regulations that apply to the work being performed.
- 8.7.Q** Apartment owners, or their agents, are responsible for the conduct of personnel they employ to work on their property and must assure their compliance with these conditions as well as the Waikiki Banyan's Rules and Regulations.
- 8.7.R** At the discretion of the General Manager, demolition, progress, or work performance inspections may be conducted by the General Manager or an authorized AOA staff member on a periodic basis. The General Manager has the authority to stop the project if he or she believes work may be damaging the integrity of the building's common elements.
- 8.7.S** To the greatest extent possible, work shall be confined to the inside of the apartment. Personnel may not use common areas for work or storage of supplies and equipment. Common areas shall be protected from becoming soiled or damaged. Contractors are required to protect the hallway between the elevators and the apartment undergoing renovations, alterations, or repairs.
- 8.7.T** Water and electrical shutoffs shall be coordinated with the admin office. **Water shut-offs require a three business-day notice.**
- 8.7.U** Should the removal of CABLE/FIBER be required – we request that you contact Hawaiian Tel Customer Service on 808-643-3456 before renovations start to remove fiber to avoid possible expense through damage to replace.

**8.8 GENERAL LIMITATIONS – DO NOT DO THE FOLLOWING WITHOUT WRITTEN APPROVAL FROM THE MANAGEMENT OFFICE. PLEASE NOTE: Violations of these rules will result in an automatic \$500 fine per violation.**

- 8.8.A** Do not disconnect, remove, or tamper with any Fire System Devices connected to the main fire system, including speakers. Do not relocate or change positions.
- 8.8.B** Do not disconnect, move, or otherwise tamper with any part of the sprinkler system; nor construct any structure that would block the sprinkler head from spraying as originally intended, or hang any items on fire sprinkler nozzles.
- 8.8.C** No modification to existing apartment wiring may be made without express written authorization of the General Manager or Board of Directors. This includes any new wiring (electrical or telephone or internet)

- 8.8.D** Do not install any electrical equipment or appurtenances the operation of which may overload or damage building electrical wiring. Any electrical work requires a licensed electrician with proper insurance, permits and licenses.
- 8.8.E** Any plumbing work requires a licenses plumber with proper insurance, permits and licenses.
- 8.8.F** No glass tinting is allowed on any exterior windows of an apartment.
- 8.8.G** Common area water spigots and electrical outlets may not be used without permission of the General Manager.

**8.9 PLUMBING REPLACEMENT PARTS & STANDARDS.** Please refer to Appendix A.

**8.10 WATER SHUT OFF REQUESTS.** All such request must be made at least 3 days in advance at the AOA Admin Office (Tower 2, 3<sup>rd</sup> floor) and are on a first-come bases and must following instructions provided and pay the current shut-off fee as set by the Board of Directors from time-to-time.

**8.11 CONFIDENTIALITY.** Contractors may not discuss their work with anyone not approved by the party with which they are contracted.

#### APPENDICIES:

1. **Form (1)**
2. **Appendix (A)**
3. **Forms: NOTE:** Forms are subject to change/modifications without notice at the discretion of the GM.

## 9. FINES

**9.1. FINING PROCEDURE.** Pursuant to the grant of authority set forth in Article IV, Section 1(m) of the By-Laws, the Board of Directors has adopted the fining procedure detailed in **Appendix B** that gives the Association the right, in addition to any other rights or remedies, to issue citations and to levy fines against the responsible owner, whether or not the violator is the owner, tenant, guest, or employee of the owner's apartment. Fines duly imposed by the Board or its agent but unpaid will constitute a lien on the apartment that may be foreclosed upon in like manner as a lien for unpaid common expenses.

## **APPENDIX A REPLACEMENT PART STANDARDS.**

### **PLUMBING:**

#### **A.1. WATER PIPING:**

- A. Copper pipe Type L or K Hard Drawn
- B. Lead free solders – no concealed compression joints.
- C. All valves to be accessible for servicing.
- D. All tub, tub/shower and shower valves shall have integral stops.
- E. All tub, tub/shower and shower valves shall be anchored to building structure.
- F. Every fixture shall have separate isolation valve.
- G. Every fixture shall have air chamber except Ice Maker.
- H. Water supply for icemakers shall be copper 1/4" minimum, may be soft copper, no plastic tubing.
- I. Saddle valves are not to be used for icemaker connections.

#### **A.2. DRAIN WASTE & VENT MATERIALS**

- A. Cast iron with no hub connection.
- B. Copper type L with lead free solder joints.
- C. Galvanized Iron pipe with Durham fittings.
- D. All transition between dissimilar materials shall be with transition couplings.
- E. PVC or ABS allowed in certain application and systems. Assure you are meeting all code requirements.

#### **A.3. VALVES AND FAUCETS**

- A. All valves and fittings shall be rated 125 psi or better.
- B. All tubs, tub/shower and shower valves shall have integral stops and integral balance spools. Balance spools and stops shall be accessible.
- C. All kitchen, bar, and lavatory faucets shall be 2 handles only.
- D. All supply connections to faucets shall be with metal connections.

#### **A.4. FIXTURES**

- A. Tubs shall be porcelain, steel, cast iron, americast, or fiberglass.
- B. Lavatories shall be cast iron, porcelain, steel, molded stone, molded marble or fiberglass.
- C. All water closets shall be 1.6-gallon flush.

### **B. FLOORING:**

- A. Wood and Tile shall have proper, per code, underlayer of sound proofing/buffer with minimum sound range of IIC 65 or better.
- B. Floor covering shall not exceed 5 psf. per building live load limitations, as such thick marble and/or granite flooring with mortar setting bed is not allowed.
- C. All flooring must be installed per manufacturer's instructions, while meeting the above requirements.

## **APPENDIX B**

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## FINING PROCEDURE.

### B.1. AMOUNT OF FINES.

**A.** The Board of Directors has adopted the following schedule of fines for any violation of the Association's Declaration, By-Laws or House Rules (collectively "Governing Documents"):

1. First Offense. May be a verbal or written at the General Manager's discretion provide to both the owner and occupant. Written records are to be kept on file for verbal warnings.
2. Second Offense. A written citation delivered to both the owner and occupants and a \$50.00 fine assessed against the owner.
3. Third Offense. A written citation delivered to both the owner and occupant, and a \$100.00 fine assessed against the owner.
4. Fourth and Subsequent Offenses. A written citation delivered to both the owner and occupant, and a \$250.00 fine assessed against the owner for each offense.

**B.** Second, third, fourth, and subsequent offenses need not be for a violation of the same provision before a fine is imposed. For example, if an occupant violates a "pool" rule for his/her first violation, and then violates a "noise" rule for his/her second violation, the fine would be imposed on the owner upon the occurrence of the second violation. It is not necessary for an occupant to violate a specific rule, such as "noise" rule, twice before a \$50.00 fine is levied. Similarly, a \$100.00 fine will be assessed for a third violation of the House Rules and a \$250.00 fine will be assessed for a fourth and subsequent violations of the Governing Documents.

If a unit is free from any infractions of the rules for one (1) year, issuance if violations will reset to a First Offense, and progress accordingly for additional infractions over the next 1-year period

**C.** The Board may delegate its authority to issue citations and/or to assess fines to the Managing Agent and/or the General Manager.

**B.2. CITATIONS.** Each citation issued shall briefly describe the nature of the violation, date of the violation, apartment number, and name of parties involved, if known. The original citation shall be delivered to the apartment owner who shall be responsible for payment of any applicable fine. If the apartment owner is not an occupant, then a copy of the citation shall also be delivered to the occupant; however, this shall not be deemed a waiver of the apartment owner's responsibility for payment of any applicable fine.

**B.3. PAYMENT OF FINES AND LIABILITY.** Apartment owners shall be liable for their own fines and for fines assessed against their tenants, guests, agents, or employees. Unless appealed as permitted below, a fine must be paid by the apartment owner to the Association within thirty (30) days of the citation and assessment of the fine. If the apartment owner fails to pay or appeal a fine within thirty (30) days after the fine is assessed, the fine shall be deemed an expense specially assessed against the apartment. The Association may file a lien against the apartment for the unpaid fines and may collect the unpaid fines under the procedures provided in the Governing Documents for collection of delinquent assessments, including the assessment of late fees for fines that remain unpaid, unless the Board votes to suspend or cancel the fine.

**B.4. APPEAL OF FINES.** Any citation or fine may be appealed as provided in this section.

**A.** Within thirty (30) days of the date of a citation or fine, an owner, occupant, or other offender may appeal to the Board by delivering a written notice of appeal to the Board or the Managing Agent. A date for hearing the appeal will be set and the appealing party will be notified

**B.** If an appeal is made to the Board, the notice of appeal must contain a copy of the citation, a statement of the facts of the offense, the reason for the appeal, the names and addresses of any witnesses, and copies of any proposed exhibits. The owner, occupant, or other offender may appear at a Board meeting to provide additional information, or the Board may ask the person to appear. In the case of an appeal by a person other than the owner or the owner's agent, the owner or agent must be present at the appeal hearing or notify the Board of the owner's support of the appeal for it to be considered.

**C.** The Board may reduce, suspend, or cancel any citation or fine after consideration of the appeal. The Board shall deliver a written decision to the owner (and the person making the appeal, if not the owner) within sixty (60) days of the receipt of the notice to appeal.

**D.** Pending issuance of a written decision in response to an appeal to the Board, an apartment owner need not pay a fine and no lien shall be imposed on an apartment. Unless, however, the Board votes to reduce, suspend, or cancel a citation or fine, filing a notice of appeal shall not halt the accrual of any ongoing late fees or affect the ability to issue citations or levy fines for subsequent violations.

**E.** If a fine is paid, in lieu of appealing a fine in accordance with this Section 4, an apartment owner has the right to initiate a dispute resolution process as provided by Sections 514B-161, 514B-162, or by filing a request for an administrative hearing under a pilot program administered by the State Department of Commerce and Consumer Affairs.

**B.5. MISCELLANEOUS.**

**A.** Upon providing notice to all owners, the Board reserves the right to establish a new schedule of fines at any time.

**B.** In the event of a violation of the Governing Documents that poses a threat to persons or property, as determined by the Board, the procedures set forth herein, may be suspended and referred directly to legal counsel for appropriate action. Additionally, a fine in the amount of \$500.00 may also be immediately assessed for matters not presently addressed in Section 8.8 of the House Rules.

**C. REMEDY NOT EXCLUSIVE.** In addition to the issuance of citations and imposition of fines, the Board of Directors is empowered to take all such other enforcement actions as permitted by the Governing Documents. This includes the retention of legal counsel, initiating legal action or arbitration proceedings, and/or any other form of remedy available to the Association by and through its Board. All remedies shall be cumulative and not be exclusive of the other.