



ONE ARCHER LANE

HOUSE RULES

These House Rules contain background information that should make your daily living at One Archer Lane (the "Project") more meaningful and enjoyable. It must be realized that condominium living requires each resident to have appropriate respect for the needs and rights of others living in the complex. The primary purpose of these House Rules is to protect all Owners and other occupants, including tenants and guests, from annoyance and nuisance caused by improper use of the Project and also to protect the reputation and desirability of the Project and the enjoyment and comfort of all residents.

The Board of Directors of the Association of Apartment Owners shall be responsible for enforcing, and causing the Resident Manager to enforce, these House Rules. All Owners and other occupants, tenants and their guests shall be bound by these House Rules.

These House Rules supplement but do not change the obligations of the Owners and all occupants, tenants and their guests as set forth in the Declaration of Condominium Property Regime of One Archer Lane ("Declaration") and the Bylaws of the Association of Apartment Owners of One Archer Lane ("Bylaws"). In the event of any inconsistency between these House Rules and the Declaration or the Bylaws, the Declaration and Bylaws will prevail.

In accordance with the Bylaws, the Board may make such other rules and regulations from time to time or amend the following House Rules as it deems necessary or desirable. The terms herein with initial capital letters shall have the meanings given to them in the Declaration or Bylaws except as expressly otherwise provided herein.

A. OCCUPANCY

1. Registration of Occupants. Owners, tenants, and other occupants shall file their name address and phone number and signature with Resident Manager upon purchasing and/ or taking occupancy of an Apartment and shall furnish the Board, the Managing Agent, and/ or the Resident Manager with such other reasonable information as shall be requested from time to time. All guests who will be residing in apartment must register with the management office prior to moving in.

2. Use of Apartments. All Residential Apartments shall be used for residential purposes only. No Apartments shall be used for transient or hotel purposes, or in connection with the carrying on of any business. Time-sharing is prohibited, which includes rental for less than a thirty (30) day period and/ or the providing of customary hotel services

3. Number of Occupants. One bedroom Apartments will have no more than four (4) persons residing therein; and the two (2) bedroom Apartments will have no more than six (6) persons residing therein,

whether such occupants are Owners, tenants, or guests, provided that nothing contained herein shall be construed or enforced in a manner that would violate any applicable law, ordinance or regulation prohibiting discrimination in housing. In particular, families with children under the age of 18 may apply to the Board for reasonable exemptions from these restrictions. For purposes of these House Rules, a person who stays overnight in an Apartment or who is otherwise at or around the Apartment for more than a total of twenty-four hours in any two-day period shall be deemed to be residing in the Apartment.

4. Pets. Livestock, poultry, or any other animals other than dogs, cats, fish in aquariums, parakeets, canaries, finches, cockatiels and similar small birds, and rabbits and similar small household pets shall not be allowed or kept in any part of the Project. Only two (2) dogs, cats, rabbits, or similar small household pets, or any combination thereof, will be allowed per Apartment. Pets are not allowed in the ninth floor Recreation Room or on the Deck. Visiting pets are not allowed on the Project, except that a disabled visitor may bring an animal onto the Project if the animal is required because of the visitor's disability. Visually impaired persons may keep certified seeing-eye dogs and hearing impaired persons may keep certified signal dogs in their apartments. An animal, which is at or around an Apartment for more than a total of twelve (12) hours is considered to be kept. Subject to the foregoing, and as set forth in Article X, Section 1 of the Bylaws, the Board in its discretion has adopted rules and regulations for the fining of an Owner and/or eviction of any pet, which constitutes a nuisance to the Project or its Owners including aggressive or vicious dogs confirmed by the Resident Manager.

- a) All pets must be registered with the Resident Manager, and pet owners must sign an acknowledgment that they have received and read the pet policy and will take full responsibility for their pets. All pets must, if required by law, be licensed and have identification tags. The board may require a veterinarian's certification confirming that the pet has all necessary vaccination and has been spayed or neutered.
- b) Pets must be kept in apartments and will only be allowed in the common areas of the project, including elevators, when in transit to and from an apartment. While in transit through the common areas, all pets must be on a leash, in a cage, or carried by someone who can control the pet. No pets shall be permitted to be tied or chained in the common areas.
- c) The Owner of any pet causing damage to the common areas will be given a warning and the pet owner must pay to repair or restore any damages. The pet must be removed from the project if the pet causes any subsequent damages to the common areas.
- d) The owner of any pet with threatens another person or pet will be given a warning. If a subsequent incident occurs, the pet must be permanently removed from the project. Any pet with bites any person or attacks another animal at the project must be immediately removed from the project.
- e) The pet owner will be responsible for any actions of the pet, which cause injuries to persons or their pets or damages to the property. A pet owner should have a liability policy covering any loss, damage, or injury caused by the pet, and the pet owner must indemnify, hold harmless, and defend the corporation from any liability, damages, judgments, or expenses (including attorney's fees), incurred or resulting for the action of the pet.
- f) The owner of any pet which creates a nuisance by causing excessive noise for an unreasonable period

of time, or when the owner is not present, will be given a warning. If a subsequent incident occurs, the pet must be permanently removed from the project or some other measure taken that inhibits the noise.

- g) No pet shall be left in the apartment unattended for an unreasonable time. The association's employees or agents may enter the pet owner's apartment if there is reasonable cause to believe an emergency situation exists with respect to the pet. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the pet to be put out for board, any and all costs incurred will be the sole responsibility of the pet owner.
- h) No pet shall be permitted to create an unsanitary condition, including flea or tick infestations, either in the pet owner's apartment or on the common elements. Pets will not be allowed to defecate and/ or urinate at any time on the project grounds. Pets must be taken off the project to do so, if they are not house-trained. The Pet owner must pick up and dispose of pet waste in a sanitary manner and ensure that any pet waste is securely wrapped. If the owner fails to do so and the association's employees must act, the pet owner will be billed for the employee's time. If fumigation for flea or tick infestations becomes necessary because of a pet, the pet owner will be billed for the cost of the fumigation.
- i) The feeding of birds, pigeons, etc. other than caged pets, in any apartment or on any private lanai or common area is prohibited
- j) If a dispute arises and cannot be settled through negotiation, the pet owner must first try in good faith to settle the dispute by mediation administered by the Mediation Center of the Pacific.

B. TEMPORARY OCCUPANCY

1. Use by Owners, Tenants and Guests. Subject to the terms of each Owner's Apartment Deed, the Declaration and the Bylaws of the Association, an Owner may lease or rent the Owner's Apartment or make it available to friends, but the person or persons leasing, renting or living in the Apartment shall abide by the Declaration, the Bylaws, and these House Rules. All owners, renters and guests who will be residing in an Apartment must register with the management office prior to moving in.

2. Conduct of Tenants, Guests and Other Persons. An Owner shall be responsible for ensuring that all tenants and occupants of the Owner's Apartment and the guests and invitees of the Owner, tenants or occupants comply with the intent and meaning of these House Rules. If any Apartment tenant, occupant or their guest or invitee creates or causes any situation or condition, or places or installs any structure or thing, that violates the intent or meaning of these House Rules, the Owner of that Apartment, upon request of the Board or Resident Manager, shall immediately stop the situation or condition, and/or remove, at his expense, the structure, thing or condition. If an Owner is unable to control the conduct of any such tenant, occupant, guest or invitee to conform with the intent and meaning of the provisions hereof, such Owner shall, upon request of the Board or Resident Manager, immediately remove such person or persons from the premises, without compensation for lost rentals or profits or any other damage resulting there from.

3. Appointment of Local Agent. Owners shall be responsible for designating a local agent to

represent their interest if their residence is outside of the State of Hawaii or if they will be absent from the Apartment for more than thirty (30) days. Such Owners shall file with the Resident Manager their out-of-town address and telephone number and the address and telephone number of their local agent.

C. USE OF COMMON AND LIMITED COMMON AREAS

1. Parking and Automobiles. Parking outside of marked parking stalls is prohibited. Assigned parking stalls may be used to park any type of automobile, truck, van, trailer or sea craft, provided such vehicle does not protrude from the stall.

Vehicles parked in the One Archer Building must be registered with the Management Office and must display a numbered parking decal. Owners who rent their stalls to another person must register the name and address of the person authorized to use that stall. Any "trades" or other authorized use of parking stall must be registered at the Management office. Owners, tenants and occupants of Apartments shall not park in guest stalls and shall not park in stalls assigned to other Apartments without the permission of the Owner thereof. Parking in guest stalls shall be limited to four (4) hours; there shall be no overnight parking in guest stalls. The number of stalls used by any one unit is limited to two, unless prior arrangements are made with the Management Office. Except for bicycles, no wheeled toys shall be permitted in the garage structure. All other vehicles, including bicycles and motorcycles, when not being used, must be kept in the area(s) designated for such purpose (if any) or within the confines of an assigned parking stall.

a. Violations. Violators of any parking regulations shall have their vehicles towed away at their own expense. If the violator is a tenant, invitee, employee or guest of any Owner, the Owner may be held responsible for the payment of towing charge.

b. Bicycles, etc. No vehicles, including bicycles, are to be ridden on walkways or planted areas. Unlicensed motorized vehicles will not be permitted to be operated in the Project. Skateboards are not to be ridden anywhere within the Project. Bicycles may only be taken (not ridden) into the Project through the entrance to the Project adjacent to the car wash area and loading zones and then into the elevators, lobbies, stairways, or hallways only for purposes of storage in the Apartment of the bicycle's owner. The Board, in its discretion, may charge any occupant for the costs to clean and repair any damage to the Common or Limited Common Elements caused by the transport of bicycles to Apartments. Bicycles shall not be stored on lanais.

c. Repairing, Washing Cars, etc. No car repairs or adjustments may be made at any time in the parking areas or Common Elements of the Project, excepting only minor repairs or adjustments necessary to start an automobile so that it can be removed and repaired elsewhere. Changing, restoring, or filling car oil, brake or transmission fluid, antifreeze, gasoline or any other item that is a hazardous substance, poison, flammable material, or threat to the environment is specifically prohibited. Washing of cars in the parking areas or Common Elements of the Project is also prohibited; provided, however, that washing of cars may be performed between the hours of 8:00 a.m. and 6:00 p.m. in the area specifically designated as the car wash area. Users of the car wash area will obey all posted signs and will wash or clean their car only in the area designated as the car wash area.

d. Owners and their tenants are responsible for keeping parking stalls and any adjacent common areas free of oil, grease or any other substances. The Resident Manager will issue a notice to clean and if the work is not performed within assigned time, the work will be charged to the owner's maintenance account for the cost of cleaning. If an owner of tenant causes a: (i) spill or leak in the common drive way or (ii) serious spill or leak in his assigned parking stall, the Resident Manager may determine that the spill or leak is an emergency hazard and have it cleaned immediately, at the stall owners expense, and without prior notice to the stall owner.

e. Responsibility for Damage. Damage to cars and other objects or to the Common Elements shall be the responsibility of the person causing the damage and, if such person is the tenant or guest of an Owner, that Owner.

f. Residential Recreation Area. The Ninth Floor Residential Recreation Area containing a pool, spa, barbecue areas, and multi-purpose room for the Project is administered by the Association and is for the use of the Residential Apartment Owners, their tenants, and their accompanied guests. Users in the Ninth Floor Residential Recreation Area will obey all posted signs and will barbecue only in the areas designated as barbecue areas.

An owner's or resident's family members or guests found in the Ninth Floor Residential Recreation Area shall be presumed to be there with the full knowledge and consent of the owner or resident. Owners and residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the Recreation Area (including the pool and Jacuzzi) and for ensuring that all rules for the area are obeyed. Owners and residents must ensure that family members and guest who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can ensure their safety. In Particular, a child under the age of 12 should be accompanied by an adult when using the pool, unless the child is a competent swimmer. A child's parent or guardian shall be responsible for determining if the child is a competent swimmer. Persons who are incontinent or not toilet-trained shall not use the pool or Jacuzzi unless they wear pants, which will prevent leaks. Anyone who may be adversely affected by the heat or humidity of the Jacuzzi, such as young children, pregnant women, and anyone with high blood pressure, should not use those facilities or should be accompanied by a parent , guardian or someone who can ensure their safety when using the Jacuzzi.

The Board and the Resident Manager may refuse access to the Ninth Floor Residential Recreation Area to any person whom the Board or Resident Manager in good faith judges to be a threat to the safety, reputation, or property of the Project. The Board reserves the right to close and lock the Ninth Floor Residential Recreation Area between the hours of 10:00 p.m. and 7:00 a.m.

- a) The Recreation Room may not be used for any type of function that involves a commercial activity.
- b) The maximum number of persons permitted to use the recreation room as guests of a resident is 25. The maximum time the area may be reserved by a resident and their guests is 6 hours. All areas close at 10:00 p.m. and must be cleaned and vacated by that time. All parties over 25 people must have Board of Directors approval, and may require additional Security at the resident's expense. Board of Directors meets every 4th Tuesday of every month.

- c) The resident host who has reserved the use of the Recreation Room for his for his guests must be present in the Recreation Room during the entire period of the reservation.
- d) Noise Control. The host must make guests aware that our recreation areas are directly adjacent to and under living units and consideration must be shown. Sound amplifiers or live bands are not allowed.
- e) Smoking is permitted on the outdoor open areas of the Recreation area, but is not permitted in the recreation Room.
- f) Decorations may be put in recreation area but care should be taken to avoid damage to paint. Decorations may not be attached to any wallpapered areas.
- g) Any resident who uses the Recreation Area must clean the area after use, including the kitchen and refrigerator.
- h) Lobby parties and swimming/ Jacuzzi parties cannot be combined since wet bathing suits and towels will cause damage to the upholstered furniture. All wet swimsuits and or towels are strictly prohibited on the Recreation Room upholstery.
- i) Owners are responsible for any damage to furniture, appliances, or any common area for the actual cost of repair or replacement.
- j) Glass containers are not allowed in the pool or Jacuzzi area.
- k) No food or beverages may be within six feet of the pool or Jacuzzi area.
- l) Rules for use of the pool, which require showering before use and prohibit running or diving or the use of toys or floating devices are posted and must be observed by all users.
- m) The Resident Manager or Security may require anyone acting in an unsafe or unruly manner to leave the recreation area.

D. NOISE AND NUISANCES

1. Noise and Nuisances Prohibited. No nuisance shall be allowed in the Project nor shall any use or practice be allowed which is improper or offensive in the reasonable opinion of the Board or which is in violation of the Bylaws or these House Rules or which unreasonably interferes with or is unreasonable annoyance to the peaceful possession or proper use of the Project by other Owners or occupants.

2. Specific Rules.

a. Excessive Noise and Objectionable Odors Prohibited. Residents and other occupants of the Residential Apartments shall avoid unreasonably excessive noise of any kind at any time and shall not cause or permit any unreasonably disturbing noise or objectionable odors to emanate from their Apartments.

b. Hours for Workmen. No workmen will be allowed in the Project on Sundays or federal holidays, or before 8:00 a.m. or after 5:00 p.m. on any other day, except in an emergency, or by specific written permission from the Resident Manager.

c. Moving Into/Out of Apartments. No moving will be allowed in the Project before 9:00 a.m. or after 5:00 p.m. At least 24-hours prior to any Owner or occupant moving into or out of an Apartment, said Owner or occupant shall first notify the Resident Manager to coordinate such move and to reserve a time, an elevator, and a vehicle loading space. The Owner or occupant shall only use the elevator designated by the Resident Manager for moves into or out of the Project.

d. Hours for Reduced Volume for Radios and Stereos. Radios, TV's, stereos, etc. in the Apartments must be played at reduced volume after 10:00 p.m. and before 8:00 a.m., and shall at all times be played at a volume that does not unreasonably annoy or disturb Owners or occupants of other Apartments.

e. Wind chimes. Wind chimes will not be permitted on lanais.

f. Minimizing Noise in Common Areas. Owners, occupants, guests and invitees shall not make excessive noise while in the lobbies, hallways, parking areas, Residential Recreation Areas, and other common areas of the Project.

g. Reporting of Excessive Noise. Excessive noise at any time should be reported to the Resident Manager or Security Personnel.

3. Soliciting Prohibited. No soliciting of any kind, except the solicitation of proxies relating to the Association, is allowed in the Project. Report all prohibited solicitations to the Board or Resident Manager.

E. SAFETY CONSIDERATIONS

1. No Objects to be Placed or Left in Common Areas. Owners, tenants, and guests, shall not place or maintain in or upon the common area of the Project any furniture, vehicle, or object of any kind.

2. Supervision. Owners and resident shall be responsible for health and safety of themselves, their family members, and their guests who use the common elements and Limited Common Elements of the Project. Children play at their own risk in the Project and those under age 12 should be accompanied by someone who can ensure their safety. Such risks may include ingesting poisonous foliage or sharp spines that may grow within the common areas.

3. Flammable or Dangerous Liquids. Flammable fluids such as gasoline, kerosene or explosive materials or articles deemed hazardous to life, limb or property will not be brought into the Project.

4. Overloading of Floors; Activities Which Would Invalidate Insurance. Nothing shall be allowed, done or kept in any Apartment or on the Common Elements which would overload or impair the floors, walls or roofs or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association.

5. Rules of Governmental Authority. Each Owner, tenant, or guest shall at all times observe and maintain all laws, ordinances, rules and regulations now and hereafter made by any governmental authority or the Association applicable to the use of the Project.

6. Right of Entry in Favor of Association. As set forth in the Declaration and the Bylaws, the Board and the Resident Manager, and other persons authorized by the Board, have the right to enter an Apartment: (i) on 24 hours written notice when necessary for the operation of the Project; and (ii) immediately, in event of an emergency originating in or threatening such Apartment, whether or not such Owner or occupant is present at the time. Keys must be furnished to the Resident Manager if requested by either the Board or the Resident Manager.

7. Archer Lane. No Owner, occupant, tenant or guest of an Apartment shall loiter or play on the roadway adjacent to the Project that is known as Archer Lane. No parking or loading of vehicles is permitted on Archer Lane.

F. AESTHETIC CONSIDERATIONS

1. Cleanliness; Attractive Appearance of Apartments and Lanais. All Owners and tenants are responsible for the cleanliness and maintenance of their Apartments and lanais (if applicable). Said areas shall be maintained in a neat, attractive and sanitary condition. No objects, other than appropriate lanai furniture and potted plants, shall be permitted on lanais. If potted plants are kept on a lanai, they shall be kept in containers that prevent water from such plants from running or dripping off of the lanai. The storage of surfboards, bicycles, packing crates, furniture (other than appropriate lanai furniture) and similar objects on lanais is strictly prohibited.

2. Window Cleaning. All Owners shall be responsible at such Owner's expense for cleaning all windows, which are accessible from the inside of the Apartment or the lanai (if the Apartment has a lanai). All other Residential Apartment windows shall be cleaned by the Association.

3. No Objects to be Hung from Windows or Railings. No clothes, bedding, carpeting or anything else shall be hung on or from windows or lanais for any purpose. Nor shall clothing or laundry be hung in walkways or windows in such a manner as to be visible from roadways, walkways, and common areas.

4. Trash Disposal. All household trash shall be secured in plastic trash bags (except for dry paper, which need not be bagged) and placed in the trash chute or other designated receptacles. The Owner or occupant of any Apartment shall be responsible for removing and properly disposing of cardboard cartons, packing crates and any other large items to be disposed of. Refuse, garbage or trash of any kind shall not be placed or thrown in any common area of the Project.

5. No Household Objects to be Placed Outside Apartments. No garbage cans, household or commercial supplies, excess items, or similar articles shall be placed outside any Apartment or on any lanai in a place where they can be seen from outside any Apartment. No objects of any kind may be stored in parking spaces, except as permitted in rule C., above.

6. No Objects to be Placed in the Common Areas. No items of personal property, including shoes or slippers at corridor unit entries, baby carriages, bicycles, surfboards, packages, boxes or crates shall be left or allowed to stand on any of the common areas of the Project, except as may be specifically permitted by the Declaration, the Bylaws or these House Rules. In all other situations, articles of any kind left in any common area may be removed by the Board or Resident Manager without notice at the Owner's risk and expense.

7. Sewer Lines. Owners and tenants will not flush sanitary napkins, tampons, paper towels, dental floss, or any other materials down toilets, which may clog sewer lines. The cost of cleaning lines will be charged to Owners if such items are found in the lines.

8. Window Blinds and Coverings. Only window blinds and/or coverings of types, styles and colors approved by the Board may be hung in windows.

9. Screen doors/ Windows. Standards and specifications for screen doors and windows screens are available at the Manager's Office.

G. PROJECT REPAIRS, MAINTENANCE, AND MODIFICATIONS

1. Repairs and Maintenance.

a. Owner's Duty to Repair and Maintain. Every Owner from time to time and at all times shall perform promptly all repair and maintenance work within the Owner's Apartment, the omission of which would adversely affect any Common Element or any other Apartment, and shall be responsible for all loss and damage caused by the failure to do so.

b. Repairs Inside of Apartments to be at Owner's Expense. All repairs of internal installations within each Apartment, such as plumbing and electrical fixtures, appliances, telephones, doors, lamps, and other fixtures and accessories belonging to such Apartment, including the walls and floor coverings of such Apartment shall be at the Owner's expense.

c. Repairs Affecting Common Elements. Any repairs or maintenance which may affect the Common Elements shall be performed by a licensed contractor approved in writing by the Board or Resident Manager.

d. Yearly maintenance of Air Conditioning units. The individual air conditioning units are a part of the apartment and it is each owner's responsibility to maintain and repair the unit. Owners are encouraged to service the units quarterly. Owners are required to service the unit at least once a year and to provide documentation to the Management Office of the date of service and what services were completed.

2. Modifications and Additions. All modifications or additions must receive the prior written permission of the Board.

a. Signs. Except as permitted by the Board, Owners or tenants shall not place any signs in or on the Project, including its exterior windows, or in or upon other Common Elements.

b. Board May Require Plans and Specifications. The Board may require the presentation of plans and specifications prepared by a registered architect or engineer for major modifications or additions prior to approval.

c. Hard Floors. Carpeted floor areas of the apartments may not be converted to "Hard Floors" such as tile or wood without specific written approval from the Board of Directors. Specifications required by the Board are available at the management office. The Resident Manager must inspect sound absorbing underlayment specified prior to the tile or wood being applied.

d. Lanai Floors. Lanai Floor may not be tiled without specific written permission from the Board of Directors. Carpeting lanai is prohibited

e. Work Must be Performed by Licensed Contractors Where Common Elements May be Affected. Any alteration work, which may affect the Common Elements shall be performed by a licensed contractor approved in writing by the Board.

f. No Attachment of Objects to the Exterior Without Continuing Board Approval. No Owner or tenant, except with the written consent of the Board, shall permit the attachment, hanging, projection or protrusion of any object, including garments, wiring or other device for electrical, radio or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the Project or protruding through the walls, windows or roof thereof.

g. Board May Require Removal of Unauthorized Work. The Board may inspect any work and may order the removal of any work which has not been approved in writing and in advance of such work or which may adversely affect the Common Elements or the exterior appearance of the Project.

h. No Roof Access. No person whatsoever (other than authorized tradesmen and technicians) shall be allowed on the roof of the Project for any purpose.

i. Air Conditioning Units and Ventilation Fans. The Board shall arrange for routine inspection and maintenance (including the replacement of filters) of air conditioning units and of ventilation fans in Residential Apartments at the Owner's expense. Each Owner shall be responsible for all other inspection, maintenance, repair and replacement required for the air conditioner unit and for the ventilation fans in the Owner's Apartment.

H. GENERAL RULES AND REGULATIONS

1. Common Element Keys. Electronic Buildings Keys (grey plastic disks called "fobs") that allow entry to the One Archer building are the property of the Association of Apartment Owners. Fobs may be obtained by owners or assigned agent for a refundable deposit of \$50.00. Keys originally issued at sale may be redeemed for the \$50.00 value. Owners or assigned agent must authorize in writing the issuance of any additional fobs to the individuals. In case of loss or theft, owners or other individuals need to notify the Management office as soon as possible so the fob can be deactivated. Replacement fobs are available for \$15.00. New residents will be asked to register assigned fobs at the time of registration at the Management Office.

2. Access to Apartments by Resident Manager. The Resident Manager is not required to give access to Apartments or the Project without the written permission of a responsible Owner, tenant or other occupant.

3. Maintenance Employees of the Association. Maintenance employees of the Association are under the sole direction of the Resident Manager; during prescribed hours of work they shall in no case be diverted to the private business or employment of any Owner, occupant, tenant or guest. No maintenance employee shall be asked by an Owner, occupant, tenant or guest to leave the Common Elements.

4. Fire and Other Emergency. If the immediate service of the Police, Fire, Para-Medics, Ambulance or Doctor is required, that agency should be called directly. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Resident Manager or any other Project personnel on duty.

I. VIOLATIONS OF THESE RULES

1. Reporting Violations and Damages.

a. Reporting of Violations. All corrective actions regarding violations of the House Rules and damages to the Common Elements will be enforced by the Board and should be reported promptly to the Board and/or Resident Manager.

b. Damage to Common Areas. Damages to Common Elements shall be surveyed by the Board or Managing Agent or Resident Manager at the direction of the Board and the cost of repair or replacement and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, any Owner for damages caused directly or indirectly by the Owner, the Owner's tenants or such Owner's (or tenants') family members, domestic servants, or guests.

2. The Violation of Any of These Rules and Regulations Shall Give the Board, the Managing Agent, the Resident Manager or Their Agents the Right to:

a. Right to Enter Apartments. Enter the Apartment and/or Limited Common Elements in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner (whether or not caused by the Owner or any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board, Managing Agent, or Resident Manager or their agents shall not thereby be deemed guilty in any manner of trespass; and/or

b. Right to Institute Legal Proceedings. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

3. Imposition of Fines and Penalties. The Association has adopted a schedule of fines and penalties for violations of the provisions of these House Rules as set forth in Article X, Section 1(b) of the Bylaws,

the Board shall not levy such fines or penalties without first complying with the following procedures, which procedures may be waived by the Owner or other person against whom the Board proposes to impose a penalty:

a. The Board shall provide a written statement of the alleged violations to any Owner or other person against whom such charges are made, and such written statement shall provide a date on which the charges shall be heard;

b. No proceedings under this Section shall be brought against any Owner or other person unless such Owner or other person shall have received a written statement of charges at least fifteen (15) days prior to that hearing;

c. No proceeding shall be brought against any Owner or other person more than sixty (60) days after the occurrence of the events upon which the charge is based, unless such Owner or the other parties involved are unavailable during such sixty (60) day period;

d. The Board shall appoint a panel of three (3) capable persons (one of whom shall be designated as chairman) who may or may not be Owners, and who shall hear the charges and evaluate the evidence of the alleged violation;

e. At such hearing, the Owner or other person so charged shall have the right to present oral and written evidence and to confront and cross-examine adverse witnesses;

f. The panel shall deliver to the Owner or other person so charged within seven (7) days after the hearing a written decision, which specifies the fines or penalties levied, if any, and the reasons therefore.

J. INDUSTRIAL APARTMENT

Only the provisions of these House Rules pertaining to parking, the parking areas, and Archer Lane shall apply to the Owner and occupants of the Industrial Apartment and their employees, guests, and invitees.

K. AMENDMENTS

These House Rules may be amended only as provided in the Bylaws.

BY-LAWS

By-Law exerts- These are portions of the Association By-Laws only
(For a complete listing see the Association Management Office)

ARTICLE V

REPAIR, MAINTENANCE, USE AND AIR CONDITIONING

SECTION 1. Repair and Maintenance.

a. Every Owner from time to time and at all times shall perform promptly all repair, maintenance and alteration work within his Apartment the omission of which, as determined by the Board, would adversely affect any Common Element, any other Apartment, or the exterior appearance of the Project and shall be responsible for all loss and damage caused by his failure to do so.

b. All repairs of internal installations within each Apartment such as water, light, gas, power, sewage, telephone, sanitation, doors, interior windows, lamps, ventilation fans, and air conditioning and all other appliances, equipment, fixtures and accessories belonging to such Apartment, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceilings of such Apartment shall be at the Owner's expense.

c. The Association shall have the right from time to time, but not the duty, to inspect the components of each Residential Apartment's air conditioning equipment, including the controls, valves, piping, vents, ducts, compressor, fan, refrigerant coil and piping, condensate drain pan and piping, and filters contained therein, and to inspect the washer hoses, hot water distribution pipes and valves, and ventilation fan in each Residential Apartment and to clean, replace, maintain and repair the same, all of which shall be at the expense of the Owner of that Apartment.

d. Repair, maintenance, and alteration work may be performed by unlicensed contractors to the extent permitted by law, provided that any repair, maintenance or alteration work which may affect the Common Elements in a material way shall be performed by a licensed contractor.

e. Every Owner shall reimburse the Association for any expenditures incurred in repairing damage to, or in preventing or attempting to prevent damage to the Common Elements or to furniture, furnishings, or other property of the Association or any other Owner damaged or lost through the fault of such Owner or any person using the Project under him, and such Owner shall give prompt notice to the Resident Manager of any such damage, loss, or other defect when discovered.

f. No Owner shall use or keep anything on the grounds or any other Common Element not located within his Apartment, which would in any way hinder the full use and enjoyment thereof by any other Owner entitled to the use thereof.

g. No Owner shall make any alteration to the lanai (if any) appurtenant to the Owner's Apartment, or place any object (other than appropriate plants and outdoor lanai furniture as determined by the Board) on the lanai without first having received the approval of the Board and, if required by the Board, the Project Architect. No Owner shall, under any circumstances, enclose any lanai. Any repairs to the lanai railings shall be administered by the Association through the contractor or contractors selected by the Board for such purpose. Repair or replacement of the lanai railings resulting from an Owner's negligence, misuse or neglect as determined by the Board shall be at the Owner's expense as provided in Article X, Section 4. The costs and expenses of all other lanai railing repairs or replacements shall be apportioned among the Owners of the Residential Apartments as set forth in Article VI, Section 1(b).

h. It is intended that the exterior of the Project shall present a uniform appearance, and to effect that end the Owners of the Residential Apartments hereby agree that the Board (or, prior to the first election of the Board, the Developer) may (1) regulate the type(s) and color(s) of window coverings that may be used in the Residential Apartments, and (2) arrange for the repair or painting (in colors and types of paint determined by the Board) of each lanai, lanai ceiling, lanai floor, outside doors, windows, trim, fences, railings and other exterior portion of the Project. Such repair or painting resulting from an Owner's negligence, misuse or neglect as determined by the Board shall be at the Owner's expense as provided in Article X, Section 4. All other costs and expenses of such repairs or painting shall be a Common Expense.

i. All Owners shall shut off water valves leading to the washer during such time the appliance is not in use and should inspect and replace such hoses periodically to prevent water leakage. The Association shall have the right, but not the duty, to replace, or to require Owners to replace, washer hoses on a periodic basis for purposes of preventive maintenance. The Board may regulate the type(s) of washer hose(s) that may be used in the Residential Apartments.

j. The Association shall have the right from time to time, but not the duty, to enter the Residential Apartments to spray, fumigate, or otherwise treat the Residential Apartments to control or eliminate insects and other pests.

SECTION 2. Use.

a. No Owner or occupant of an Apartment shall post any advertisement, bill, poster, or other sign on or about the Project, except as authorized by the Board, or as permitted under Article F, Section 5 of the Declaration.

b. All Owners and occupants of Apartments shall exercise care about causing or permitting excessive noises that may disturb other Owners and occupants.

c. No Owner or occupant shall loiter or play on the roadway adjacent to the Project that is known as Archer Lane. No Owner or occupant shall loiter or play in any Common Element of the Project, except in those areas designated as residential recreation areas by the Declaration or the Board.

d. No garbage, refuse, or trash of any kind shall be thrown, placed or kept on any Common Element other than disposal facilities provided for such purposes.

e. No Owner or occupant, except as otherwise permitted under Article M, Section 4 of the Declaration, shall install any wiring or other device for electrical or telephone installations, television, antenna, machines, or other equipment or appurtenances on the exterior of the building or protruding through the walls, windows, or roof thereof, without the prior written consent of the Board.

f. Nothing shall be allowed, done, or kept in any Apartment or Common Element which will overload or impair the floors, walls, or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Board with respect thereto, nor shall any noxious or offensive activity or nuisance be made or suffered thereon.

g. In furtherance of the building presenting a uniform exterior appearance, no Owner or occupant of an Apartment shall cause or allow the exterior of the Project, including the exterior windows, to become dirty or stained, or do anything to otherwise change the exterior appearance of the Project except as specifically permitted in Article F, Section 5 of the Declaration without the prior written consent of the Board.

h. All items of equipment belonging to the Project shall be subject to rules and regulations adopted from time to time by the Board, in the Board's discretion.

i. Livestock, poultry, animals described as pests under Hawaii Revised Statutes Section 150A-2, animals prohibited from importation under Hawaii Revised Statutes Sections 141-2 and 150A-5 or -6, and any other animals other than dogs, cats, fish in aquariums, parakeets, canaries, finches, cockatiels and similar small birds, and rabbits and similar small household pets shall not be allowed or kept in any part of the Project. Only two (2) dogs, cats, rabbits, or similar small household pets, or any combination thereof, will be allowed per Apartment. Dogs and cats must be carried or on a leash at all times while in the elevators and all other common areas of the Project. Visiting pets are not allowed on the Project. An animal, which is at or around an Apartment for more than a total of twelve (12) hours is considered to be kept. Pet owners are responsible for undue noise made by their pets. Any pet causing a nuisance or any unreasonable disturbance to any other occupant of the Project shall be permanently and promptly removed upon notice given by the Board or the Resident Manager. All pets must be registered with the Board or the Managing Agent immediately upon being kept in an Apartment. The Board or the Managing Agent shall provide registration forms for pets in the office of the Resident Manager or at such other place or places as shall be posted at the Project. Notwithstanding any provision of the foregoing to the contrary,

visually impaired persons may keep certified seeing-eye dogs and hearing impaired persons may keep certified signal dogs in their Apartments. Any Owner who is keeping a pet permitted under these Bylaws as of the effective date of an amendment hereto prohibiting pets may, upon the death of the pet, replace the animal with another and continue to do so for as long as the Owner continues to reside in the Owner's Apartment or another Apartment.

j. The one (1) bedroom Apartments will have no more than four (4) persons residing therein and the two (2) bedroom Apartments will have no more than six (6) persons residing therein, whether such occupants are Owners, tenants, or guests, provided that nothing contained herein shall be construed or enforced in a manner that would violate any applicable law, ordinance or regulation prohibiting discrimination in housing. A person who stays overnight in an Apartment or who is otherwise at or around the Apartment for more than a total of twenty-four hours in any two-day period shall be deemed to be residing in the Apartment.

k. Water beds shall not be permitted within the Apartments unless they are equipped with water retention devices or features approved by the Board, and meet any other criteria that the Board may prescribe from time to time.

l. Access to the roof of the Project shall be strictly limited to persons designated by the Board for purposes of performing necessary inspections, maintenance or repairs on the roof, and employees and agents of the Owner of the Industrial Apartment for purposes of installing, maintaining, operating, and repairing the Communications Equipment and the Connections pursuant to Article M, Section 4 of the Declaration.

SECTION 3. Air Conditioning and Ventilation Fans. Each Residential Apartment has its own individual air conditioning unit, which includes controls, valves, piping, vents, ducts, a compressor, a fan, a refrigerant coil and piping, a condensate drain pan and piping, and related equipment. The bathrooms in each Residential Apartment are also equipped with a ventilation fan. The air conditioning unit in each Residential Apartment operates using electricity from the separately metered electricity source for that Apartment and condenser water from the condenser water system shared by the Residential Apartments. The costs of providing condenser water to these units will be a common expense shared by the Residential Apartment Owners pursuant to Article VI, Section 1(b), but the cost of the electricity used to cool the Residential Apartment, using the individual air conditioning unit in it, will be paid directly by the Owner and/or tenant of the Apartment.

The inspection, maintenance, repair and replacement of the air conditioning unit and ventilation fan(s) located in each Apartment shall be the responsibility of the Owner of the Apartment, provided that the Board may arrange for inspection and maintenance of the air conditioning unit, including the replacement of the filters contained therein, and the ventilation fan(s) all of which shall be at the Owner's expense. Air conditioning units and ventilation fans shall be inspected, maintained, repaired, and replaced only by technicians or companies approved by the Board. No air conditioning unit or ventilation fan in any Residential Apartment may be replaced without the prior approval of the Board. No air conditioning unit in a Residential Apartment shall, under any circumstances, be replaced with a unit or system that requires or uses more condenser

water than required or used by the unit originally installed in the Apartment. No Owner shall, under any circumstances, install any air conditioner that is window-mounted or otherwise protrudes from the interior of an Apartment in any manner.

Article X

SECTION 2. Abatement and Enjoinment of Violations by Apartment Owners. The violation of any House Rules, or the breach of any Bylaw contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

a. to enter the Apartment in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Apartment Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or

b. to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees and costs, shall be borne by the defaulting Apartment Owner; provided, however, that the Board shall not summarily alter or demolish any improvements constructed by an Owner without first initiating judicial proceedings.

SECTION 3. Maintenance and Repair of Apartments. All maintenance of and repairs to any Apartment shall be made by the Owner at the Owner's expense. Any maintenance or repairs to an Apartment's lanai railings or an Apartment's exterior windows necessitated by the negligence, misuse or neglect of the Owner or occupants of that Apartment shall be charged to the Owner of such Apartment.

SECTION 6. Additions or Alterations by Apartment Owners. Except as set forth in the Declaration, no Owner shall make any addition or alteration in or to a Residential Apartment.

a. Written Submission of Request for Approval and Requirement of Board Action. No Owner shall commence work on any alterations or additions within a Residential Apartment until the Owner has submitted to the Board a written request (which may include plans and specifications if the Board so requires) and the Board (or a subcommittee of the Board established for such purpose) either approves the request in writing or the Board is deemed to have approved the request as provided in Section 6(b) below.

b. Time Limit for Board Response. The Board must respond to the submission of a request within sixty (60) days of the receipt thereof by the Board; if the Board shall fail to disapprove the request or to request revisions or amendments by the Owner, the request shall be deemed to be approved, provided that nothing contained in this section shall authorize or permit any work affecting the Common Elements, the exterior appearance of the Project or the rights of any other Owner.

c. Board May Impose Reasonable Conditions. The Board may impose reasonable conditions on its approval of any such request including, without limitation, requiring (1) changes or amendments to the request, including changes or amendments designed to minimize the potential effects of such additions or alterations on Owners or occupants of other Apartments, (2) supervision of the work by an architect, or engineer, or other construction professional, and (3) performance of the work by a licensed contractor in cases where the work may affect the Common Elements, the exterior of the Project, or the rights of any other Apartment Owners. Without limitation to the foregoing, the Board may, as a condition to approving any request to install tile, hardwood, or similar hard surface flooring, require the Owner to install subfloor padding or acoustical insulation.

d. Board May Require a Halt in Construction or Removal of Unauthorized Work. The Board may inspect the work from time to time and direct a halt in construction for any reason and the Board may require the removal or correction of any work which was not authorized by the Board, or which may adversely affect the Common Elements, the exterior of the Project or the rights of any other Apartment Owner.

SECTION 7. Right of Access. The Association, acting through the Board or its designee, shall have the right of access to each Apartment, without liability for trespass or other consequential damages, from time to time during reasonable hours as may be necessary for the operation of the Project upon twenty-four (24) hours written notice, or, at any time without notice, for making emergency repairs in the Apartment necessary to prevent damage to the Common Elements or to another Apartment or Apartments.