

ASSOCIATION OF APARTMENT OWNERS OF THE BEL AIR PLAZA

House Rules

Effective February 13, 2008

INTRODUCTION

The Association of Apartment Owners of The Bel Air Plaza ("Association") is a condominium association organized pursuant to the Hawaii Revised Statutes ("H.R.S."). These House Rules are authorized by Article VIII, Section 4, of the By-laws of the Association of Apartment Owners of The Bel Air Plaza ("Bylaws").

These House Rules form part of the project documents which govern the Association. The Declaration of Horizontal Property Regime of The Bel Air Plaza ("Declaration") is superior to the Bylaws and these House Rules. The Bylaws are superior to these House Rules. In the event of a conflict, the superior document controls. The Declaration and By-Laws are sometimes referred to collectively herein as the "Project Documents."

These House Rules serve to assist the Board of Directors ("Board") regarding the operation and use of the common elements and limited common elements. Strict compliance with the provisions of the Declaration, the Bylaws and these House Rules is required by law.

BUILDING CONTACT INFORMATION

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TABLE OF CONTENTS

	Page
General	3
Use of Project	4
Quiet Enjoyment	5
Association Employees and Agents	5
Mail and Packages	5
Moving and Deliveries	6
Rentals	7
Exteriors and Common Elements	8
Unit Maintenance, Repair and Alteration	10
Parking	12
Loading Zone	14
Bicycles	14
Disposal of Trash	15
Pets	16
Swimming Pool	18
Recreation Area	20
Exercise Room/Sauna	20
Miscellaneous	22
Mediation	24
Fines and Penalties/Appeals	24

GENERAL

1. These House Rules shall always be interpreted to comply with any and all applicable laws. Any provision of these House Rules that may be in conflict with present law and/or with law that becomes applicable after the effective date of these House Rules shall not be enforced, other than as may be permitted by law.

2. These House Rules apply to all persons who enter upon and/or use Association property in any way. This includes, but is not limited to, unit owners, tenants, guests and all others who reside at or come to the Bel Air Plaza premises ("Project") for any reason.

3. All persons are responsible for their own conduct. Unit owners are responsible for the conduct of their guests, tenants and all other persons who reside in or who are connected with their unit. Tenants are responsible for the conduct of their guests and all other persons whom they invite, permit or suffer to reside with them and/or to come onto the Project. Conduct includes violations.

4. Every person responsible for any conduct shall:

A. be jointly and severally liable to the Association for; and

B. defend, indemnify and hold the Association harmless from and on account of:

any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the conduct. This includes, but is not limited to, the costs of enforcement. Other rules herein which are to similar effect are supplementary. They shall not be interpreted to limit, diminish or alter the generality or application of this rule.

5. The Association shall have standing to enforce these House Rules against any person to whom they apply.

6. The terms and provisions of applicable law, the Declaration and the Bylaws are incorporated herein by reference. The persons to whom these House Rules apply are responsible for reading and understanding those documents.

7. Requests for exemption from compliance with the Project Documents and/or for accommodations permitted or required by the Fair Housing Act and/or other applicable laws may be presented to the Managing Agent or to the Board.

8. The Managing Agent serves as an agent of the Board with respect to the enforcement of the Project Documents. Any violation of these House Rules should be promptly reported to the Managing Agent and/or to the Resident Manager.

9. If any of these House Rules is held to be void and/or unenforceable, in whole or in part, then the remainder of the rules shall remain in full force and effect.

10. The Board is entitled to exercise its reasonable discretion in considering and deciding whether to take any action or to grant or deny any approval or consent which is permitted or required.

11. These House Rules may be interpreted and/or amended by the Board from time to time. Nothing herein shall be construed to limit the authority of the Association or its Board.

USE OF PROJECT

1. The Project is a residential condominium unit complex to be used for residential purposes.

2. Commercial and/or business activities shall not be carried on in or out of any unit. This prohibition may be construed by the Board, in its reasonable discretion, to allow such commercial and/or business activities: that are not detectable by sight, sound or smell from outside the unit; that comply with all applicable governmental requirements, including zoning and permitting requirements; that do not involve non-residents coming to the Project; that are covered by liability insurance; that do not affect the Association's eligibility for insurance or its insurance premiums; that are consistent with the residential character of the Project and do not otherwise violate any of the Project Documents.

3. No solicitation of goods or services shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a provider of goods and/or services to the resident's unit.

4. No solicitation to participate in or to contribute to any religious organization or activity shall be permitted at the Project by any person; except that, by prior arrangement, a resident may invite a representative of a religious organization to the resident's unit.

5. Criminal conduct of every kind and/or nature is prohibited.

QUIET ENJOYMENT

1. Nuisances of every kind and/or nature are prohibited.
2. No person shall permit or cause any sound or noise, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person. Sounds or noise audible outside of a unit between 10:00 p.m. and 8:00 a.m., in particular, may be presumed to unreasonably interfere with the rights, comfort or convenience of others. The hour of 11:00 p.m., rather than 10:00 p.m., shall apply on Fridays, Saturdays and established state and federal holidays.
3. No person shall permit or cause any smell or odor, of any kind, at any time, to exist or to continue which unreasonably interferes with the rights, comfort or convenience of any other person.
4. No person shall engage in any behavior which unreasonably interferes with the rights, comfort or convenience of any other person.

ASSOCIATION EMPLOYEES AND AGENTS

1. No Association employee or agent shall be required to perform any personal task by or for any person. Among other things, this means that the Association, its employees and agents are not responsible:
 - A. to do any work within any unit, except work on common elements upon instruction of the Board or Managing Agent;
 - B. to discover, receive and/or transmit any message, thing, article, package, parcel, key or the like from or to any person; or
 - C. to transact any private business or favor for any person.

MAIL AND PACKAGES

1. Occupants shall return the package mailbox keys to the mail lockers immediately after retrieving a package.

2. Occupants are responsible to receive and/or retrieve all other deliveries made to them. The Association, its employees and agents have no such responsibility.

MOVING AND DELIVERIES

1. Persons moving into or out of a unit at the Project must make arrangements with the Resident Manager in advance of the move. Reasonable limitations may be imposed on such activities in the reasonable discretion of the Board.

2. Persons expecting deliveries of furniture, appliances and/or other bulky items must make arrangements with the Resident Manager in advance of the delivery. Reasonable limitations may be imposed on such activities in the reasonable discretion of the Board. Vendors and/or contractors shall register in the log book located in the lobby immediately upon their arrival at the Project.

3. Moves and deliveries shall be scheduled with at least 12 hours advance notice to the Resident Manager. Such activities are permitted between the hours of 8:00 a.m. and 5:00 p.m. seven days per week.

4. The use of elevators for moves and/or for deliveries of furniture and/or other large items shall be restricted to the hours of 8:00 a.m. to 5:00 p.m.; provided that such usage may be further limited or prohibited on certain days and times in the reasonable discretion of the Resident Manager. The use of elevators for such purposes must be scheduled in advance with the Resident Manager.

5. All persons who move into the Project and all other persons who take any title or other interest in any unit shall register with the Resident Manager. All such persons shall provide, and keep current, such information as the Board may reasonably require, from time to time, in its reasonable discretion. Such information shall include, but not be limited to, the names of all persons residing in the unit, the mailing address for each owner and/or occupant, telephone numbers for all adult occupants, information concerning any and all vehicles that will be parked at the Project and emergency contact information. Registration shall take place before moving in.

6. Owners and occupants of units shall be jointly and severally liable for any and all loss, liability and/or damage that results from moves and/or from deliveries relating to their respective units.

RENTALS

1. Any unit owner or occupant who rents or otherwise permits occupancy of a unit shall give a copy of these House Rules to every tenant and/or occupant; and is responsible for assuring the completion of the registration process by their tenants.
2. Every owner who leases or rents out a unit shall provide a copy of the lease or rental agreement to the Association's Managing Agent within fourteen days after the beginning of the rental or lease term. All occupants of the unit shall be identified on the lease or rental agreement.
3. Every owner who does not live on Oahu, and who leases or rents out a unit, shall advise the Association's Managing Agent of the name, address and telephone number of the owner's Oahu agent within fourteen days after the beginning of the rental or lease term.
4. Every owner who employs or uses the services of an agent, including those referred to in the immediately preceding rule, shall provide a copy of the instrument authorizing the agent to act on the owner's behalf, to the Managing Agent, within fourteen days after the agency is established or becomes applicable to property at the Project.
5. A unit owner shall evict any occupant whom the Board reasonably determines to be undesirable, based on violations of the Project Documents, upon written demand to the owner from the Board. Such eviction shall be by the most expeditious means legally available, and no compensation shall be due to any owner or occupant for any loss, liability, damage, expense, attorneys' fee and/or cost incurred by the unit owner or occupant. This provision is without prejudice to the Association's right to initiate eviction proceedings or to otherwise exercise any of the landlord's rights, as allowed by law.
6. Any unit owner who rents a unit is liable to the Association for any and all losses, liability, damages, expenses, attorneys' fees and/or costs incurred by the Association in connection with any act and/or omission of an occupant and/or of any person whose conduct an owner is responsible for. The occupant and/or other person shall be jointly and severally liable.

7. No sign, notice, advertisement, activity or other thing concerning the rental of any unit shall be placed, posted or done anywhere at the Project without prior Board approval, except as otherwise specifically allowed by law or by the Declaration and/or By-Laws.

EXTERIORS AND COMMON ELEMENTS

1. Exterior areas shall be kept clean, neat, uncluttered and sanitary. Upon written request from the Board, objects or things which the Board reasonably determines to be unsightly or otherwise objectionable shall be removed and kept from exterior areas, including lanais and/or patios. Lanais and patios shall not be used for storage.

2. Clothes, laundry and other things shall not be hung on lanais, patios, doorways or windows if visible to persons outside of the unit.

3. Torn, worn or frayed window or door screens shall be removed and replaced upon written request of the Board.

4. Cleaning, sweeping, mopping, watering and/or other activities done on lanais, patios or other exterior areas shall be done in a manner which does not cause dust, debris, runoff or any nuisance or damage. Nothing shall be thrown from any lanai or patio.

5. Prior written consent from the Board is required before installation of any air conditioning unit, awning, shade or other object or thing which will project or protrude outside of a unit and/or which will be attached to any common element or limited common element.

6. All water discharges from any air conditioner shall be captured in an adequate container so that such discharges shall not come in contact with any common element, limited common element or other unit.

7. The color of drapes, curtains, blinds and/or of any other window treatment, visible from outside of a unit, shall be white.

8. Prior written consent of the Board is required before installation of any sign, signal, nameplate, ornament or lettering on any common element or limited common element or anywhere that is visible to persons outside of the unit.

9. Birds shall not be fed on or from any common element or limited common element.

10. To the greatest extent allowed by law, antennas are prohibited from common elements, limited common elements and all outdoor areas. The Association shall regulate the installation of any antenna and/or associated equipment that it may be required by law to allow, to the greatest extent permitted by law. No such installation shall occur prior to the Association's receipt of advance written notice of an intended installation, and the passage of a reasonable amount of time in which the Association shall determine whether the proposed installation complies with safety standards set by the Board, and available from the Managing Agent, from time to time.

11. All persons are responsible for any and all damage they may cause, by act and/or omission, to the common elements or to any portion thereof.

12. Lanais and patios are to be maintained by each individual unit owner. This maintenance and repair obligation extends to insuring that common elements supporting and/or affected by the lanais and/or patios are not damaged.

13. No covering shall be placed on lanai and/or patio slabs without the prior written approval of the Board. Prohibited coverings include, but are not limited to, Astroturf, carpeting and other things that may trap moisture or otherwise harm the Project, in the reasonable determination of the Board.

14. Plants must be properly contained so as to prevent discharges of water or soil from coming into contact with any common element, limited common element or other unit.

15. Fires, cooking and/or barbecues are all prohibited on lanais and patios.

16. No items of personal property shall be left, placed, stored or permitted to remain in any common element area or limited common element area. Such items may be removed and/or discarded at the risk and expense of the person responsible for the items, at the direction of the Board. The Board may, but shall not be obligated to, provide areas for the temporary storage of certain things (such as surfboards or bicycles) in its reasonable discretion.

17. Eating and/or drinking in the elevators or the lobby is prohibited; except in the event of a special event organized by the Association.

18. Signs of any personal nature are prohibited from the common elements, including but not limited to elevators, except as may be permitted by law or by the Board. The Board may provide places for signs, such as bulletin boards, that may be used with the prior approval of the Resident Manager.

19. Smoking is prohibited by law in all enclosed or partially enclosed common element areas open to the public. "Enclosed or partially enclosed" means closed in by a roof or overhang and at least two walls. Enclosed or partially enclosed areas include but are not limited to areas commonly described as public lobbies, lanais, interior courtyards, patios, and covered walkways. Smoking is also prohibited by law within twenty feet of entrances, exits, windows that open and ventilation intakes that serve any enclosed or partially enclosed area where smoking is prohibited. Smoking, where otherwise permitted at the Project, shall not unreasonably interfere with the rights, comfort or convenience of any other person or otherwise be done so as to constitute a nuisance. Smoking materials shall not be discarded in any common element area.

20. Alcohol shall not be consumed in or on any part of the common elements of the Project, except on limited common element patios and/or in the immediate vicinity of the barbeque area during posted hours.

21. Removal, relocation or alteration of furniture, furnishings and equipment located on the common elements is forbidden, without permission of the Resident Manager.

22. Alterations, additions and/or modifications outside of a unit are generally prohibited. No such work shall be performed, whether inside or outside of a unit, without prior written approval of the Board of Directors.

UNIT MAINTENANCE, REPAIR AND ALTERATION

1. Consistent with By-Laws Article VIII, Section 2, unit owners shall routinely maintain and shall timely repair all parts of their respective units, including appliances and fixtures, at their own expense.

2. Maintenance and repair activities shall not unreasonably interfere with the rights, comfort or convenience of any other person. Among other things, such activities that involve noise shall be limited to the hours of 8:00 a.m. through 5:00 p.m. on Mondays through Saturdays, and may not continue for any period deemed unreasonable by the Board.

3. Alterations to a unit, including to lanais and/or patios, shall not be commenced without prior written approval of the Board, consistent with Declaration Paragraph N.

4. Plumbing work must be performed by a licensed plumber. A plumbing plan must be submitted to the Board in connection with a proposal to perform work if existing plumbing will be altered, added to or otherwise affected by the proposed work.

5. Electrical work must be performed by a licensed electrician. An electrical plan must be submitted to the Board in connection with a proposal to perform work if existing electrical wiring and/or systems will be altered, added to or otherwise affected by the proposed work.

6. All contractors and other workers ("contractors") at the Project must sign in with the Resident Manager. The owner and/or occupant of the unit where the contractors will be working are responsible for the contractors' compliance with all reasonable directives of the Board. These include, but are not limited to, noise and construction hour limitations, keeping the common elements free from construction debris, the proper disposal of construction debris off-site (not in the trash chutes or trash containers), bringing materials on-site only as directed by the Resident Manager, the performance of all work within the confines of a unit or in an area designated by the Resident Manager and other such directives as may be set forth from time to time.

7. Appliances and other electrical and/or electronic equipment shall be selected and used in conformance with manufacturer recommendations, must be appropriate for the existing circuitry at the Project and shall otherwise comply with any and all applicable rules and regulations governing such appliances and/or equipment.

8. To the extent permitted by law, unit owners, tenants and other occupants shall be responsible, financially and otherwise, for any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with any event within a unit that causes personal injury or property damage at the Project. For example, but without limitation, this includes events such as plumbing leaks, stoppages, spills and the like; fire, shorts, blackouts and the like; and/or other events.

9. Waterbeds are prohibited.

PARKING

1. Persons who reside at the Project shall park only in the parking stall assigned to the unit in which the person resides. Residents shall not park in guest parking stalls unless expressly authorized to do so by the Resident Manager.

2. Guests of residents may park in guest parking stalls, occasionally, subject to the reasonable control of the Board and the Resident Manager. The hours and frequency of use of guest parking may be limited from time to time, and parking privileges may be denied to any person who abuses such privileges, as reasonably determined by the Board or the Resident Manager. In particular, but without limitation, no vehicle shall be parked, or allowed to remain, in any of the three guest parking stalls located along the makai ramp between 2:00 a.m. and 6:00 a.m. Any person who parks a vehicle in a guest parking stall shall sign in on the vehicle register in the lobby.

3. All vehicles shall be parked completely within a parking stall. No portion of a vehicle may protrude outside the limits of a parking stall or block any portion of any driveway or roadway. Vehicles shall not be parked behind each other.

4. Any vehicle parked in violation of these House Rules and/or of any posted sign may be towed away, at the direction of the Board or Resident Manager. The costs associated with any such towing shall be paid by the vehicle owner, provided that if the Association incurs any expense in connection with towing any vehicle, then that expense may be recovered from any person responsible for the vehicle, including the owner and/or occupant of any unit associated with the vehicle.

5. The persons who reside in a unit are responsible for keeping the parking stall assigned to the unit clean. This responsibility includes the requirement that oil, grease or other build-up be promptly removed. This is not an Association responsibility; but the Association reserves the right to clean parking stalls at owner expense if an owner or occupant fails to comply with any notice to clean the stall.

6. Vehicle repairs shall not be performed at the Project, with the exception of minor emergency repairs, such as jump-starting a vehicle or changing a flat tire. Mechanical repairs are not allowed, except in emergency circumstances as reasonably determined by the Board.

7. Derelict and/or abandoned vehicles, as reasonably determined by the Board, shall not be parked at the Project. Among other factors, inoperability, expired registration and/or expired safety inspection of a vehicle shall be considered to demonstrate that a vehicle is derelict and/or abandoned.

8. Motorcycles and mopeds are allowed to park in assigned parking stalls; subject to the same rules as for automobiles. No other type of vehicle shall be parked in any parking stall.

9. Parking stalls shall only be rented to current residents of the Project, and such rental activity is subject to reasonable control by the Board. Written notice shall be provided to the Resident Manager prior to renting any parking stall.

10. Parking stalls shall not be used for any purpose other than to park a properly registered, operable automobile, motorcycle or moped. For example, parking stalls shall not be used for storage, for washing vehicles, for recreational purposes or for any purpose except parking.

11. Headlights shall be used while driving a vehicle in the parking area.

12. Drivers shall drive slowly and safely, as reasonably determined by the Board, exercising due care and caution at all times.

13. The Board shall have the right (but not the duty) to bar persons from the use of the parking garage, temporarily or permanently, for engaging in conduct that poses a significant risk of harm to persons or to property, and/or for violating these rules, as reasonably determined by the Board.

14. Use of the parking area is at the risk of the user.

15. The Association shall have the right, but assumes no duty, to monitor and/or to control parking activities at the Project. The Resident Manager is authorized to exercise the rights of the Association in this regard, subject to the control and direction of the Board. Owners and occupants should report issues and concerns relating to

parking at the Project to the Resident Manager, to enable the Resident Manager to keep the Board informed.

LOADING ZONE

1. Use of the loading zone located in the circle fronting the building is limited to persons engaged in active loading and/or unloading activities, and is subject to limitation at any time.

2. One loading zone space is available. Use of that space is limited to a maximum period of fifteen minutes. Persons using that space must sign in on the vehicle register in the lobby. Vehicles left in the loading zone for longer than fifteen minutes and/or in violation of these rules will be towed at the owner's expense without notice.

3. Parking in the loading zone is prohibited.

4. The roadway in the circle fronting the building is a fire lane. No person shall block that fire lane.

BICYCLES

1. Bicycles shall be parked only in the bicycle rack located in the P1 garage in front of the elevators.

2. Bicycles shall be placed neatly and unobtrusively, and shall be adequately secured.

3. Persons who park a bicycle at the Project do so at their own risk. The Association is not responsible for any loss, damage or liability.

4. Abandoned and/or derelict bicycles will be discarded in accordance with law.

DISPOSAL OF TRASH

1. All trash must be adequately and securely wrapped and/or bagged in a manner which will minimize odors and sanitation problems, to the maximum extent practicable. Wet garbage and pet trash (sand, litter paper, solid waste, etc.) in particular shall be especially well wrapped and/or bagged.
2. Large, breakable or otherwise inappropriate items (including boxes, bottles and/or un-bagged trash) shall not be placed in the trash chute. Such items must be hand-carried to the trash containers.
3. No toxic, hazardous or flammable waste, materials or any things of this kind or nature shall be placed in the trash chute or in trash containers at the Project. Among other things, this includes, but is not limited to, oil, paint, thinner, solvents, gasoline, noxious chemicals, car batteries and the like.
4. Bulky items such as furniture, televisions, computers and other large items shall be disposed of by owners and other occupants at their own expense. From time to time, the Association may post signs indicating that bulky items may be left for pick up at the Project. If and when such signs are posted, then certain bulk items may be left at the Project by owners and other occupants; but only at such times and only in accordance with posted signs and other instructions. Persons who place bulk items anywhere at the Project shall be liable to the Association for any and all costs and/or other expenses incurred by the Association.
5. Spills, litter and/or other remains or residue of transported trash shall be cleaned up and/or effectively removed from the common elements.
6. Construction debris of all kinds is prohibited in the trash containers. Construction debris may not be placed in the trash chute under any circumstances.
7. All recyclable materials shall be separated by type and shall be placed in areas designated for recycling. Aluminum, glass and plastic items shall be rinsed to prevent the attraction of insects and other pests. Newspapers shall be tied and/or bagged securely. All recyclable materials shall be placed in a neat and orderly manner.

PETS

1. Except as otherwise allowed by law, the Declaration or the By-Laws, the only pets permitted at the Project are domesticated cats (maximum of two), fish displayed in a safe fish tank and a maximum of two birds. Residents may apply to the Board for permission to keep other pets. All pets shall be registered with the Resident Manager. No pet shall be allowed which creates any nuisance, causes any damage to the building or grounds of the Project or that unreasonably disturbs the rights, comfort or convenience of persons at the Project.

2. Livestock, poultry, rabbits, and other animals which the Board reasonably determines to be inappropriate as household pets are prohibited. This prohibition includes, but is not limited to, animals described as pests under H.R.S. section 150A-2, and animals prohibited from importation under H.R.S. sections 141-2, 150A-5, or 150A-6. Visiting pets are also prohibited.

3. Dangerous and/or aggressive animals, as reasonably determined by the Board, are prohibited.

4. No pet shall be boarded, kept, bred, or used for any commercial purpose.

5. Pets shall not be allowed on the common elements except in transit, and only then when in the custody of a responsible person and kept in an appropriate carrier or, when appropriate, on a short leash. Pets on the common elements shall always be kept under the immediate and constant restraint and control of a responsible person.

6. Any person who accompanies a pet which excretes solid waste on any common element or limited common element, shall immediately dispose of the waste in a manner consistent with these House Rules.

7. All pets and premises shall be kept clean, healthy, free from odor and free from fleas, ticks and other pests.

8. All responsibility for a pet, financial, legal and/or otherwise, shall be that of the unit owner, the pet owner and the person who keeps the pet. All pet owners shall carry liability insurance to cover potential claims for personal injury and/or property damage that may be caused by the pet. The Association shall have no responsibility for any pet.

9. Every person responsible for a pet shall defend, indemnify and hold the Association harmless from and on account of any and all losses, liability, damages, expenses, attorneys' fees and/or costs of any kind or nature whatsoever, arising out of, related to or connected with the pet and/or its behavior. Such persons include the unit owner, the pet owner and the keeper of the pet.

10. Upon written notice from the Board and/or the Managing Agent demanding removal of the pet from the Project, and stating that the pet has caused any nuisance, any unreasonable disturbance, and/or any damage to the buildings or grounds, the pet shall be removed from the Project, beginning on a date stated in the notice. The Association, having no responsibility for any pet, shall have no financial responsibility whatsoever in connection with the removal of the pet. The Board's decision, and the pet's removal, shall be final unless an appeal is made in compliance with the following rule. The Board may also impose fines and/or other penalties.

11. After a pet is physically removed from the Project, the pet owner may submit an appeal to the Board requesting reconsideration of the removal. Any such appeal shall be in writing, and shall be served on the Managing Agent by certified mail, return receipt requested. Said appeal shall detail all of the pet owner's reasons for seeking reconsideration, together with all supporting materials that the pet owner considers to be relevant. The Board shall consider all information and materials submitted by and/or on behalf of the pet owner in a reasonably timely manner not to exceed sixty days after the pet owner has removed the pet from the Project. The Board shall give written notice to the pet owner if the Board's decision to remove the pet will be changed in any way. If the Board does not change its decision, to the pet owner's satisfaction, in writing, within sixty days following receipt, by the Managing Agent, of a written appeal, then:

A. Within ten days after: 1) the expiration of the sixty-day period, or 2) the pet owner's receipt of a written notice from the Board or Managing Agent regarding the pet owner's request for reconsideration, whichever occurs first, the pet owner may request to appear before the Board, in person and/or through a representative. Any such request shall be served on the Managing Agent by certified mail, return receipt requested.

B. The Board shall allow the pet owner (and/or a representative) a reasonable amount of time to present additional information and/or argument to the Board, subject to the control of the President or other presiding officer, at a meeting to be held within thirty days after

receipt, by the Managing Agent, of the request to appear before the Board.

Within 15 days following the pet owner's appearance before the Board, as described above, the Board shall either: 1) take no action to change its decision, in which case its decision shall be final; or 2) the Board shall communicate its final decision to the pet owner in writing.

12. Notwithstanding any other provision herein, persons entitled by law to request reasonable accommodations with respect to certain animals may request such reasonable accommodations, in compliance with applicable law, and the Association shall make such reasonable accommodations as are required by law.

SWIMMING POOL

1. Use of the pool is limited to residents and their guests. Guests must be accompanied by their host. There is no lifeguard. All persons who use the pool do so at their own risk.

2. Swimming, and use of the pool area, is permitted only from 7:00 a.m. to 10:00 p.m. The pool and pool area are closed at other times.

3. Use of the pool by guests is subject to reasonable limitation as determined by the Resident Manager.

4. The pool shall not be used in violation of any law or applicable rule or regulation, including laws regarding the consumption of alcohol. Alcohol is prohibited in the pool and pool area.

5. The pool shall be used with special attention to the rights of others, so nuisances and unreasonable disturbances, and loud, lewd, offensive, boisterous, unsafe and/or inappropriate conduct (as reasonably determined by the Resident Manager) are all prohibited. Among other things, running, pushing, shoving and jumping off the wall are also prohibited.

6. The pool and pool area shall be used properly, without misusing, damaging or removing Association property. Furniture from the recreation area shall not be moved to the pool area, and pool furniture shall be returned to its original location after use.

7. Pool users shall shower before using the pool. Suntan oils, lotions and the like shall be thoroughly removed before entering the pool.

8. The pool shall be kept free from human waste. Pool users shall practice good personal hygiene, as reasonably determined by the Board from time to time.

9. The pool shall only be used by persons who are free from infectious disease and illness that might pose a risk of harm to others, and who have no open wounds or sores, except to the extent that this prohibition may be limited by law.

10. The pool and its surrounding area shall be kept free from glass items, sharp and/or breakable objects; as well as from tobacco and food. Smoking and eating are prohibited.

11. The pool gate shall be opened only to enter or to exit the pool area and shall be left closed at all other times.

12. All pool users shall always be clothed, wearing standard swimming apparel, as reasonably determined by the Board. Disposable diapers are prohibited.

13. The pool shall be used by persons aged twelve (12) and under only when accompanied by an adult, unless a waiver based on demonstrated swimming ability and ability to use the pool safely has been obtained from the Resident Manager.

14. Pets are prohibited from the pool and from the pool area, except to the extent that this prohibition may be limited by law.

15. Personal items left at the pool shall be considered abandoned and may be disposed of by the Resident Manager.

16. The pool shall be kept free from balls, toys, air mattresses and other objects; except that persons learning to swim may use appropriate swimming aids (not made of Styrofoam) that do not interfere with others and disabled persons may use necessary swimming aids.

17. Rolling toys, wheeled vehicles (e.g., roller skates, roller blades, skateboards, bicycles, etc.) and other things deemed inappropriate by the Resident Manager are prohibited in the pool area.

18. The Resident Manager has the authority to close the pool at any time, on the basis of any reasonable concern.

RECREATION AREA

1. Use of the Recreation area is limited to residents and their guests, and is subject to limitations and restrictions that may be established by the Board from time to time. Users are responsible for familiarizing themselves with such policies before using the recreation area. Among other things, nuisances, noises, odors and other conduct or conditions that unreasonably interfere with the rights, comfort or convenience of other persons, and/or that present any unreasonable risk to persons or to property, are prohibited.

2. Use of the Recreation area is permitted only from 7:00 a.m. to 10:00 p.m. seven days per week. The Recreation area is closed at other times.

3. Persons who use the barbeque grill do so at their own risk. Special care and attention shall be given to ensure that the barbeque grill is properly monitored and that the propane is shut off after use.

4. Portions of the recreation area may be reserved for certain uses on terms and conditions that the Board may establish from time to time. Persons interested in making a reservation must apply to the Resident Manager in advance and comply with all conditions established for such usage. The swimming pool, sauna and restrooms shall remain open to other authorized users even when a reservation is made.

5. All persons who use the recreation area are responsible for any and all loss, liability and/or damage associated with the use; and must return the area to its original condition, clean and in good order.

6. Except as otherwise provided by law, pets are prohibited in the recreation area.

7. The Resident Manager has the authority to close the recreation area at any time, on the basis of any reasonable concern.

EXERCISE ROOM/SAUNA

1. Use of the exercise room and the sauna is limited to residents and their guests, during the hours from 7:00 a.m. to 10:00 p.m. seven days per week.

2. Persons using the exercise room and/or the sauna do so at their own risk. The Association makes no representation or warranty that these, or any other, Association facilities are suitable for use by any particular person.

3. The Resident Manager has the authority to close the exercise room and/or the sauna at any time, on the basis of any reasonable concern.

4. Use of the exercise room and/or the sauna is subject to reasonable limitation as determined by the Resident Manager.

5. The exercise room and/or the sauna shall not be used in violation of any law or applicable rule or regulation, including laws regarding the consumption of alcohol. The use of alcohol is prohibited in the exercise room and/or the sauna.

6. Nuisances, noises, odors and other conduct or conditions that unreasonably interfere with the rights, comfort or convenience of other persons, and/or that present any unreasonable risk to persons or to property, are prohibited.

7. The exercise room and/or the sauna shall be used properly, without misusing, damaging or removing Association property. Exercise equipment shall be returned to appropriate racks or shelves after use. The lights shall be turned off and the door shall be locked upon leaving the exercise room.

8. No person who is, or who appears to the Resident Manager to be, unable or unwilling to use the exercise room and/or the sauna in a safe and appropriate manner may use those facilities.

9. Persons under 12 years of age shall only use the exercise room in the company of a responsible person aged 18 or older.

10. Based on information to the effect that some individuals may be more subject to hyperthermia than others, when using a sauna, persons weighing less than 75 pounds shall use the sauna only when accompanied by a person weighing more than 75 pounds and able to be of assistance to the smaller person.

MISCELLANEOUS

1. Roadways, driveways and walkways shall be used solely for ingress and egress and shall not be obstructed.
2. No person shall drive at an excessive speed, race an engine or squeal any tires.
3. Recreational activities shall only be permitted in areas provided for recreational use and are under no circumstances permitted in roadways, parking areas, driveways, or walkways.
4. Toxic, hazardous, explosive or flammable substances of any kind are prohibited from the Project; except that small quantities of common commercial products may be kept for common household purposes, provided that such products are carefully and safely stored in a manner to avoid injury or damage to persons and to the common elements and limited common elements.
5. Firearms and/or ammunition may not be brought onto the common elements of the Project; except that properly registered firearms (and legal ammunition therefor) may be transported across the common elements by the registered owner of the firearm(s), unloaded, in a properly closed carrying case, to the unit where the registered owner of the firearm(s) lives.
6. The use of any type of fireworks at any time anywhere at the Project is prohibited.
7. Littering is prohibited; and no trash shall be placed outside the confines of any unit unless it is placed in a designated trash bin.
8. Smoking materials shall not be used, extinguished or thrown away in any common element area; including, but not limited to, garages, roadways, driveways, parking stalls, walkways, recreation areas, and the grounds of the Project.
9. Fire alarms and fire fighting equipment shall only be used for intended purposes. Any person who misuses, abuses or tampers with any such alarm or equipment shall be liable for all consequences of such conduct.
10. Electrical and plumbing systems are common elements. Any person who misuses, abuses or tampers with such systems shall be liable for all consequences of such conduct. Placing anything inappropriate into the plumbing system (such as hair, rubbish, dental floss, dirt, paper or debris of any kind, for example) is prohibited. Likewise, use of

any appliance or thing which places an excessive load on the electrical system or doing anything which causes any malfunction is prohibited.

11. Consistent with By-Laws Article VIII, Section 3, nothing shall be allowed, done or kept in any unit or on the common elements, that would overload or impair the floors, walls or roofs thereof, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association.

12. Occupants should take such steps as may be appropriate, in any emergency, such as dialing 911 for assistance. If practicable under the circumstances, notice of any emergency that could affect other persons and/or property at the Project should also be given to the Resident Manager.

13. Allowing unknown persons onto the Project is prohibited.

14. The inappropriate use of the fire exit doors is prohibited. This includes, but is not limited to, propping fire exit doors open for any reason.

15. Owners, occupants and/or their respective agents shall notify the Resident Manager whenever their unit will be unoccupied for more than three days. Any owner whose unit will be unoccupied for any period of 30 days or more shall provide the name, address and telephone number of an agent authorized to manage the unit during the period when the unit is unoccupied. Said agent shall conduct periodic inspections of the unit to determine that no conditions exist that might affect the common elements of the Project.

16. No sign, notice, advertisement, activity or other thing concerning the sale of any unit shall be placed, posted or done anywhere at the Project without prior Board approval, except as otherwise specifically allowed by law or by the Declaration and/or By-Laws.

17. The occupants of a unit shall inform the Resident Manager of guests staying in the unit for more than two days. Occupants shall provide such information about the stay as the Board may reasonably require, from time to time, in its reasonable discretion.

18. The enumeration of specific rules shall not be construed to limit, diminish, alter or otherwise affect: 1) the rights, remedies and/or powers of the Association, the Board and/or the Managing Agent; or 2) any other obligation of any person to whom these rules apply.

MEDIATION

1. Subject to applicable law, the Board may require owners and/or tenants involved in any dispute with one another to submit the matter to mediation prior to seeking Board review or action with respect to the matters in dispute. This rule shall not limit any person's other rights or remedies.

2. Subject to applicable law, the Board may require that owners and/or tenants involved in any dispute with the Association shall first submit the matter to mediation before the initiation of any judicial proceeding.

3. If all parties to the dispute agree, then any mediation referred to in this heading (i.e., MEDIATION) may be conducted under the auspices of the Mediation Center of the Pacific (680 Iwilei Road, Honolulu, Hawaii 96817; Telephone: No. 521-6767), or any successor entity, and according to its rules.

4. Upon the request of any party to a dispute, any mediation provided for in this heading (i.e., MEDIATION) shall be conducted under the auspices of Dispute Prevention and Resolution (1001 Bishop Street, Suite 1155, Honolulu, Hawaii 96813; Telephone No. 523-1234), and according to its rules.

5. Each party shall pay its proportionate share of the cost of any mediation; subject to any potential later determination that one party or another should pay all or a specified portion of the costs of the mediation.

6. Nothing herein shall be construed to require the mediation of matters that are not subject to mandatory mediation under applicable condominium law.

FINES AND PENALTIES/APPEALS

1. The Board or Managing Agent may impose fines and/or penalties for violations of law and/or of the Project Documents. The person fined or penalized shall be advised of the basis for any fine or penalty at or prior to the time it is imposed.

2. Any fine or penalty shall be in addition to any other right or remedy available to the Association. The imposition of a fine or penalty shall not constitute an election of remedies, and the Association may also exercise additional rights and/or remedies.

3. In addition to any other right or remedy of the Association, fines of up to \$50 per day may be imposed for each violation of the Project Documents, for each day a violation continues. The Board may also assess fines of up to \$500 per occurrence for violations that are single or recurrent, but not continuous, events.

4. Penalties may include the loss of any privilege.

5. The reasonable costs and expenses of enforcing the Project Documents, including attorney's fees and costs, shall be charged to the account of the owner whose unit is involved in the violation of the Project Documents and/or to any other responsible person.

6. Any person aggrieved by the imposition of any fine may appeal to the Board, as follows. If the fine is paid, the person fined may exercise such remedies as may be allowed by law.

7. The procedure for any person entitled to file an appeal from a fine is:

A. The person shall submit the appeal in writing to the Managing Agent, by certified mail, return receipt requested. Said appeal shall be postmarked by no later than thirty days after notice of the fine is mailed to the person, according to the records of the Managing Agent;

B. Said written appeal shall contain all relevant information, documentation and argument that the person submitting the appeal ("Appellant") wishes for the Board to consider;

C. The Board shall place the matter on the agenda of a regularly scheduled, or specially called, meeting of the Board within one-hundred twenty days after the Managing Agent's receipt of the Appellant's certified mail containing the appeal.

D. The Board shall allow the Appellant (and/or a representative) a reasonable amount of time at said meeting to present additional information and/or argument to the Board, subject to the control of the President or other presiding officer. Cumulative and/or repetitive argument, in particular, but without limitation, shall not be allowed.

E. The Board shall consider all of the available information and then decide (at said meeting) whether to affirm the fine, modify the fine or to rescind the fine. The decision of a majority of a quorum of the Board shall be final.

F. The failure of a person to promptly pay a fine that either is not appealed or that is in effect following an appeal, shall be grounds for the initiation of collection and/or other enforcement action.

8. The fact that an appeal is pending shall not limit or affect the accrual of ongoing fines for an repeated, ongoing or continuing violation. This means that the final amount of any fine(s) may substantially exceed the initial amount imposed. Persons wishing to avoid the risk of such increased fines may cure the violation and pay the fine assessed, subject to possible refund in the event of a successful appeal.

END

**ASSOCIATION OF APARTMENT
OWNERS OF
THE BEL AIR PLAZA**

HOUSE RULES

Effective February 13, 2008