



PEARLRIDGE SQUARE

HOUSE RULES

Photo By: Dave Zatal

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IMPORTANT CONTACTS

EMERGENCY..... 911

RESIDENT MANAGER OFFICE.....487-6700

RESIDENT MANAGER CELL PHONE.....864-5649 / 861-3202

MANAGEMENT OFFICE..... 531-6847

MANAGEMENT E-MAIL.....info@cadmusproperties.com

BUILDING WEBSITE.....www.cadmusproperties.com/pearlridgesquare

HOUSE RULES – PEARLRIDGE SQUARE EFFECTIVE 1-1-2014

The Purpose of these house rules is to protect all owners and residents of PearlrIDGE Square from annoyance and nuisance caused by improper use of PearlrIDGE Square. They should also protect the reputation and desirability of PearlrIDGE Square by providing maximum enjoyment of the premises. These house rules may be amended by the action of the Board of Directors of the Association of Apartment owners, pursuant to the bylaws.

All persons using the project, whether as residents, owners, tenants, guests or invitees, shall be bound by these rules and by standards of reasonable conduct. Full authority and responsibility of enforcing these rules may be delegated to the Resident manager by the Board. Neither the Board of Directors nor the Resident manager shall be liable for any noncompliance or violation of said rules by any of said persons.

Definition: Unless the context of a particular provision herein indicates to the contrary, the term "resident" as used herein shall mean and include any person who resides in the project. This includes apartment owners, members of the apartment owner's family, any person who is a resident of the project, lessee, sublessee, any person under an agreement of sale or other contract of purchase, and any tenant under a rental agreement.

Violation of any house rule adopted by the Association of Apartment Owners of PearlrIDGE Square Condominium shall give the Board of Directors or its agent the right to:

- a. Enter the apartment in which, or as to which, such violation or breach exists and to abate summarily 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 of Directors or the management firm shall not thereby be deemed guilty in any manner of trespass; or
- b. To enjoin, abate or a remedy by appropriate legal proceedings, either at law or in equity. The continuance of any such breach, and all costs therein created, including attorneys' fees, shall be borne by the defaulting apartment owner.
- c. Fine the resident(s) of an apartment if, after being given notice of a House Rules violation, the resident(s) neglects and/or refuses to comply, or

continues to violate said House Rule. Refer to Addendum 2 Procedures for Fines.

General Provisions

1. A copy of these house rules shall be provided to all residents prior to their occupancy. Owners are responsible to see that lessees and renters are provided with a copy of these house rules. Apartment owners are directly responsible to see that these house rules are complied with and should emphasize the duty to comply with the Rules upon their tenants.
2. The names and phone numbers of all resident owners and the names, home and business addresses and phone numbers of all nonresident apartment owners shall be provided to the Resident manager.
3. Residents and tenants shall provide a completed Resident Registration form to the Resident Manager. This information is to include emergency contact information to include the name, address, telephone number(s) of property resident's or tenant's local physician and those of a relative or friend.
4. Apartment owners shall be responsible for designating a local agent to represent their interests if their residence is not on the island of Oahu or if they will be absent for more than thirty (30) days. Such owners shall file with the Resident Manager their out of town address and telephone number and the telephone number of their agent.
5. For an apartment in which the apartment owner resides, occupancy is limited to the members of the immediate family of the apartment owner, or four persons in each two bedroom unit, or two persons in each one bedroom unit or studio, whichever is greater.
6. Subject to the terms of the apartment lease and the Bylaws of the Association, an apartment owner may lease his/her apartment or make it available to friends. The persons leasing, renting or living in the apartment shall abide by the House Rules. Owners, and/or their agents must submit the Resident Registration Form to Management which includes the names and length of occupancy of lessees, contact information. Owners, and/or their agents must notify the Resident Manager when the apartment becomes vacant.

Owners must notify the resident manager of the names and length of anticipated occupancy of lessees, renters or guests who will be staying more than thirty (30) days.

7. **Apartment owners are responsible for the conduct of their lessees, tenants, or guests.**

Upon request from the Board of Directors or the Resident manager, owners will immediately abate or remove, at his/her expense, any structure, thing, or condition that exists contrary to the best interest of other occupants. If apartment owners are unable to control the conduct of their occupants in such a manner that they conform with the interest and meaning of the provisions of these rules, they shall, upon request of the Board of Directors or the Resident manager, immediately remove such persons from the premises.

8. Copies of these rules are available from the Resident manager.

9. Any damage to the building caused by the moving of furniture or personal effects shall be repaired at the expense of the resident causing such damage. If such repairs are not completed within thirty (30) days, at the option of the Resident manager, such repairs may be contracted out and billed to the owner.

10. If a new apartment door lock is installed or the existing lock is altered, the apartment owner is required to provide a key the Resident manager. All apartment keys being held by the resident manager are to be used only to permit access by the Resident manager or his authorized representative in case of emergency.

11. The Resident manager is not required to give access to apartments without the written permission of the apartment owner or resident.

12. Neither Managing Agent, nor Resident manager is responsible for packages or other deliveries left in halls, at doors of apartments or any other place on the premises, nor for any article left with any employee, nor for any personal property placed or left in or about the building.

13. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

14. Complaints and suggestions regarding the building shall be made in writing, signed and submitted directly to the Board of Directors, Resident manager, or Managing Agent.

15. NO WATER BEDS ARE PERMITTED IN THE APARTMENTS.
16. Furniture placed in common areas by the Board is for use in those specific areas and shall not be moved from that area.
17. Maintenance personnel are not permitted to do work within the area of any apartment while they are on duty for the Association.
18. No soliciting of any kind shall be permitted unless approved in writing by the Board of Directors Moving.
19. Notice must be given to the Resident manager when numerous household goods, large items of furniture, or major household appliances are to be moved in or out of the building.

Moving

1. Notice must be given to the Resident Manager when numerous household goods, large items of furniture, or major household appliances are to be moved in or out of the building and must be scheduled with the Resident Manager at least 24 hours in advance. Scheduling is done on a first come first served basis.
2. Such moves may only be scheduled between the hours of 8:00 a.m.- 4:00 p.m. Monday through Friday and 9:00 a.m.-5:00 p.m. on Saturdays. There is no moving permitted on Sundays.
3. Use of the loading zone area is permitted by appointment only. Unscheduled or unattended vehicles may be towed at the owner's expense.

Noise

1. Excessive noise at any time is not permitted and should be reported to the Resident Manager for appropriate action.
2. Residents shall not make or permit any disturbing or excessive noises in any part of the project. They also may not do or permit anything to be done that will interfere with the rights, comfort, and convenience of another occupant.
3. Residents shall operate the volume of radios, televisions, stereos, hi-fi sets, telephone bells, and musical instruments at such levels as to avoid bothering other residents.
4. Residents are responsible to keep noise at a minimum when guests are arriving and leaving.

5. Residents shall avoid slamming apartment doors and doors to the stairwell.
6. Workmen shall be permitted in the building only after 8:00 a.m. and before 5:00 p.m. Monday through Friday. No work is permitted on weekends or holidays except in case of emergency.

SMELLS AND ODORS

1. All apartment doors must remain closed except when entering/exiting unit. All smells and odors emanating from apartments shall not interfere with the rights and comfort of other residents.
2. Owners/tenants that allow smoking in apartment must keep Smoke/smell from hallway and other apartments.

Pets

Pets are not allowed. Pearlridge Square does comply with the Federal Fair Housing regulations regarding service animals. There is Pet Policy applicable to Service Animals that is a part of these House Rules. Any questions regarding this policy may be directed to the Resident Manager.

Common Areas and Entrances

1. The sidewalks, passages, lobbies, stairways, and corridors must not be obstructed or used for any purpose other than ingress and egress.
2. No shoes, sandals, or other objects shall be placed to remain in view at the front door of any apartment.
3. Ball playing, skateboard riding, and similar activities will not be permitted in any common areas. Children shall not be permitted to loiter or play in the corridors, lobbies, stairways, elevators, parking areas, or landscaped areas.
4. The use of fireworks of any type and at any time, in, from, or around the building or common area is strictly prohibited.
5. No objects, especially cigarettes and matches, which are fire hazards, shall be thrown from any window of the project.
6. No room air conditioners shall be installed except in the spaces provided. The owner is responsible for the maintenance of the air conditioner including cleaning,

painting or repair to the building needed because of dripping water or any other issue associated with the A/C.

7. Drinking any alcoholic beverages in the common areas is prohibited with the exception of the picnic (barbecue) area located by the pool.
8. There is NO SMOKING permitted in any of the Common Areas of the Project with the exception of the designated area adjacent to the southwest corner of the guest parking area. This prohibition includes all parking areas, hallways, lobby and stairwells.

Inflammable Materials

No inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene or other explosives or articles deemed extra hazardous to life or property shall be stored in the apartments.

Parking and Parking Stalls

1. Each resident shall furnish the Resident Manager with written notice of the make, type and license number of the vehicle(s) that is to be parked in the parking stall(s) that the resident is entitled to use.
2. Any vehicle that obstructs ingress and egress in any part of the Project will be towed at the violator's expense. If the violator is a guest or invitee, the owner of the offending unit is ultimately responsible for expenses incurred by the Association.
3. No vehicle shall be parked or left unattended except in assigned parking stalls or designated parking areas.
4. Vehicles shall be parked only within the white lines marking the parking stalls.
5. Parking stalls and parking areas shall not be used for mechanical repairs to vehicles except in case of emergencies. Running of engines is prohibited except normal operation.
6. No car washing in the parking area shall be performed in any manner that causes water to be spilled in the parking area.
7. No parking stall shall be used for any other purpose other than for parking of motor vehicles. (Nothing other than motor vehicles shall be stored in any of the parking stalls.)

8. Owners/tenants are responsible for the cleanliness of their assigned stalls, which includes the removal of any grease build-up, oil spills (leaks), fluids, etc. If the assigned stall is not maintained properly the Resident Manager may contract out the cleaning of the stall and any charges will be billed to the owner/tenant and the Owner ultimately responsible for payment.
9. All cars parked in the stalls must be in operating condition with current vehicle license and safety stickers. Abandoned cars, junk cars or any vehicle not complying with the preceding will be towed away and disposed of at the Board of Directors' discretion and at owner's expense.
10. The guest parking area is available for GUESTS only. Owners and residents are responsible for informing their guests of building requirements and regulations regarding guest parking. Guests must properly register their vehicle and said vehicle must be in legal operating condition. Failure to comply with all regulations may result in the vehicle being towed at the vehicle owner's expense. Guest parking is closed between 2:00 a.m. and 5:00 a.m. every day.

Pool and Recreation Areas

1. The swimming pool and recreation areas may be used only between the hours of 9:00 a.m. and 10:00 p.m. and are for the exclusive use of residents and their guests.
2. Showers shall be taken by all persons before entering the pool.
3. Board of Health requirements: (Section 61. Personal Regulations)
 - a. "All persons known to be or suspected of being afflicted with an infectious disease, suffering from a cough, cold or sores, or wearing band aids or bandages, shall be excluded from bathing in the swimming pool."
 - b. "Spitting, spouting of water and blowing the nose in the pool shall be strictly prohibited."
4. NO LIFEGUARD IS ON DUTY AT THE POOL. Owners and residents shall be responsible for the health and safety of themselves, their family members and their guests who use the pool and for ensuring that all rules are obeyed. Owners and residents must ensure that family and guests 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.

4. Children under twelve (12) years of age are not permitted to use the swimming pool or recreation areas at any time unless an adult resident of the project is present and assumes for the children.
5. Running pushing, screaming, yelling or horseplay of any kind in the swimming pool or recreation areas is prohibited.
6. Any furniture that may cause damage to the pool area shall not be used there. Pool area furniture provided by the Association shall not be removed from the pool area. Furniture belonging to apartment owners shall be removed when the apartment owner leaves the pool area.
7. The following items are prohibited from the pool area and shall not be taken therein:
 - a. Bicycles, scooters, skates, skateboards and similar equipment allowing similar mobility.
 - b. Baseballs and bats, golf balls and golfing equipment and other extraneous equipment.
 - c. NO GLASS OR GLASS CONTAINER WILL BE ALLOWED IN THE POOL AREA UNDER ANY CONDITION.
8. Persons leaving the pool to return to their apartments must be certain they are dry and that all their personal belongings have been removed from the pool area.

Use of Barbecue Grills and Reservation of Picnic Tables Procedures

Unless arrangements have been made to reserve the facilities for private parties, an owner or resident of the PearlrIDGE Square may use the facilities at any time.

Reservations for the use of the barbecue grills must be made at least forty-eight (48) hours in advance. Otherwise, the facilities (except barbecue grills) may be used on a first come, first served basis.

1. Hours of usage are from 9:00 a.m. to 10:00 p.m.
2. To reserve the barbecue grills for use, forty-eight (48) hours notice is required. Contact the Resident manager between 9:00 a.m. and 5:00 p.m., Monday through Friday.
3. Only an owner or bona fide resident (lessee) may arrange for use of the facilities. A \$25.00 refundable deposit will be collected for each use.

4. The user of the facilities will be held liable for any damage caused to the facilities or common areas. Misuse of the facilities may result in revocation of permission to use the facilities.
5. The areas used are to be cleaned by the party using the facilities. If the area is not cleaned or damages are incurred, if the cost of cleaning or repairs will be deducted from the security deposit. If the security deposit is insufficient to cover the costs, the user will be billed for the difference. Any money left over will be returned to the person who made the deposit.

Gym Usage

1. Usage of the gym area is restricted to owners or bona fide residents (lessees) only. No guests may use the gym facilities.
2. Hours of use are from 7:00 a.m. to 12:00 a.m. (midnight) daily.
3. All users must sign out a Gym Entry Key from the office.
4. All users must have a Release of Liability form on file in the office before being able to use the gym.
5. No one under the age of 16 may use the gym or the gym equipment unless accompanied by someone who can ensure the person's safety.
6. All equipment shall be used in an appropriate manner. Dropping or slamming equipment is prohibited.

7. Misuse of the facilities may result in revocation of permission to use the facilities.

Refuse Disposal

1. Refuse must be wrapped or bagged securely to prevent leakage while transporting through the hallways and elevators before depositing it into the rubbish containers(dumpsters) located on the first floor (in the loading zone).
2. No flammable materials, such as paint, thinner, solvent, gasoline, or other combustible materials shall be put into refuse containers.
3. All "wet" garbage should be disposed through the disposal in each apartment or put in doubled up trash bag and placed in dumpsters.
4. Recyclable materials should be placed in the designated containers and restricted to the listed materials.
5. Construction materials, debris from remodeling/renovations or large, bulky items shall not be placed in or next to rubbish containers. You must arrange for private disposal of these items.
6. NO REFUSE MAY BE PLACED OUTSIDE APARTMENT DOORS, IN THE HALLWAYS OR FIRE STAIRWELLS OR ANY COMMON AREAS AT ANY TIME.

Building Modifications

1. No structural changes of any type shall be permitted either within or without apartment except according to the Bylaws.
2. No awnings, shades, windbreaks, or any other similar device that must be attached to the exterior of the building and/or is visible from the outside of the building, shall be installed.
3. No signs, signals or lettering shall be inscribed or exposed on any part of the building, nor shall anything be allowed to project out of any window.
4. No projections shall extend through any door or window opening into any corridor or beyond the exterior face of the building.
5. No radio or TV antenna shall be erected or maintained outside the physical confines of an apartment.

6. No draperies, curtains, shades or other material placed against any window or door visible from the exterior shall be of a color other than white or off white unless lined with a material of either color.
7. Window Tinting: Only approved tint color may be installed. See the Resident Manager for specifications.
8. Room air conditioners of the approved external appearance may be installed only in the "knock out" window panel. Air conditioners and frames must be serviced yearly and frames replaced as needed.

Building Maintenance and Repair

1. Under the Declaration, the Association, through its Board of Directors, shall be responsible for the repair and maintenance of the exterior surfaces of the building, hallways and doors. The repair and maintenance of the interior portions of entry doors are not the responsibility of the Association. Where any common element is damaged deliberately or as a result of the negligence of any apartment owner, resident, or a guest of either, then such apartment owner or resident shall be responsible for the prompt payment of the cost of any repairs.
2. Requests for exterior repairs and maintenance shall be submitted to the Resident manager. The Resident manager will determine whether the requested repairs or maintenance is the responsibility of the Association or the apartment owner or resident. Any decision of the Resident manager may be appealed to the Board of Directors of the Association in writing within ten (10) days following the Resident manager's decision.
3. Repair and maintenance of the interiors of an apartment are the responsibility of each apartment owner. All apartments and the furnishings and fixtures located therein shall be maintained in such a manner as to prevent damage to other apartments or the common elements.

FREQUENTLY ASKED QUESTIONS

1. Is there overnight guest parking available?

No. There is no overnight guest parking available at Pearlridge Square. Guest parking is closed between 2:00a.m and 5:00a.m. Cars parked in guest parking during those hours will be towed at the owner's expense. There are parking stalls available to rent on a monthly basis - subject to availability.

2. What do I do if I am locked out?

Lockouts are the responsibility of the owner/tenant. If a locksmith is called, any arrangements must be between the owner/tenant and the locksmith. The emergency keys which are provided to the office are for emergencies only. Lockouts are not considered an emergency except in certain conditions. If a request is made to the office for entrance we may, subject to the availability and discretion of office personnel, open an apartment door solely for the owner, agent or registered tenant or lessee. There will be a \$25.00 lockout fee charged.

3. There is water leaking from ceiling, floor or wall, what do I do?

If the water leak is from your unit find the turn off valve for sink, toilet, or laundry and shut it off. If the water is coming into your unit and for all other water leaks call the resident manager's office and **REPORT THE LEAK IMMEDIATELY!**

4. My sinks, toilet and/or tub is clogged-what do I do?

The clearing of clogged drains is the responsibility of the owner/tenant. If this situation occurs you will need to call a plumber or drain cleaning company. If you live in a studio or 1 bedroom unit you should also first check if your connecting neighbor is also experiencing the problem. The 01/02, 03/04, 05/06, 07/08 units are connected in that they share a common drain line. The 2 bedrooms do not share any water or drain lines. Refer to

Addendum 3 Plumbing Policy

5. Will the enter phone call box work with my cell phone?

Yes, the enter phone system will accept local phone numbers only from cell & land lines. By pushing 9 on your phone pad the tenant opens front door and releases elevator to give access only to your floor. In the absence of any specific rule there is always the "Golden Rule". Treat the building and the other residents with the same respect and consideration which you would expect. If you understand that in a condominium what you do may often affects other people as well, then problems are usually avoided or easily dealt with. If you are not sure then check with the office first.

Pearlridge Square Pet Policy

Effective 1-28-2011

The Pearlridge Square Association of Apartment Owners (AOAO) maintains a "No Pet Policy" (Policy).

The AOAO will consider applications by residents to keep a pet, however, the only exceptions to the Policy to be considered will have to meet the standards of the Federal Fair Housing Amendment Act of 1988, Section 504 of the Rehabilitation Act of 1973 and Title III of the American with Disabilities Act and provide proper and acceptable documentation to support the request for an exception to the Policy.

Before you can keep a pet in the building, you must:

1. Submit an application. The application, along with supporting documentation verifying your handicap or disability from a doctor licensed in the State of Hawaii is to be submitted to the AOAO managing agent. The Board will consider the application and respond to you within 14 business days.
2. If your application is approved, you will be allowed to keep a pet in the building.
3. You will have to pay a Pet Deposit of \$500.00 to the AOAO. This deposit will be used to pay for any damage, clean up, fines assessed or other expenses related to your pet.

You will have to abide by the following Rules set forth in this Policy:

1. Only one pet will be allowed in an apartment
2. No pets over the weight of 30 lbs. are allowed in an apartment
3. When transiting in the common areas or in the elevator, you must carry your pet. If you are unable to carry your pet, the pet must be on a short leash.
4. You will not allow your pet to urinate or defecate on the Project's common areas.
5. Your pet must not cause a disturbance or any kind that disrupts the peace and enjoyment of other residents
6. You must keep the apartment and common areas of the Project free of fleas or other infestation and will be solely responsible for the cost of treatment to eliminate the infestation
7. You are responsible for ensuring that there are no foul or unpleasant odors that would cause residents to complain about or that comes to the attention of the AOAO

Permissible Pets

1. Dogs: (1) Allowed Weight Limit: 30 lbs.
2. Cats: (1) Allowed Weight Limit: 20 lbs.
3. Birds: (1) Allowed
4. Fish: Tank Capacity: 10 gallons

Restrictions

1. Pets shall not be kept, bred or used for any commercial purpose. All pets must be spayed or neutered.
2. Pets must be confined to the pet owner's apartment, must not be allowed to roam free and may not be left unattended in any common area. Pets in transit must be carried or placed in an animal carrier.
3. Pet owners are responsible for immediately cleaning up after their animals and discarding securely bagged and odor free pet droppings in the trash bins located in the Parking area.
4. Cat litter may not be disposed of in toilets or any drain lines.

Pet owners are responsible for any damage to the common elements caused by their pet. Any cleaning or repair expense incurred by the AOAO made necessary because of your pet is also the full responsibility of the pet owner or landlord.

No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of disturbances for the purpose of this section are:

1. Personal injury or property damage
2. Pets that make noise continuously or incessantly for a period of 10 minutes or intermittently for ½ hour or more to the disturbance of any person at any time of the day
3. Pets in common areas that are not under the complete control of a responsible adult and on a short hand-held leash or in a pet carrier
4. Animals that relieve themselves in the common area
5. Animals that exhibit aggressive or vicious behavior
6. Pets that are conspicuously unclean or parasite infested

Notwithstanding any other provision herein, people with visual, hearing and physical disabilities may keep certified guide dogs, signal dogs or service dogs respectively in their apartments.

Owners and Tenants are responsible for visiting pets which are also subject to the same provisions of this Policy.

Pet owners shall indemnify the Association and management company and hold them harmless against loss or liability of any kind arising from their pet.

ENFORCEMENT

Violations of these rules will result in a citation and or fine of \$100 per incident being assessed.

First Violation: A verbal warning or written citation or fine assessed.

Second Violation: Written citation and fine assessed.

Third Violation; Written citation, fine assessed and demand to remove the pet within 5 days from the issuance of the citation.

If you are a tenant, the AOA may also seek remedy from your landlord, including the termination of your lease.

If three citations are issued to you within a three month period, you will not be allowed to keep your pet in the building and the pet must be removed immediately.

If you are assessed a fine for violating the Policy rules and do not pay your fine(s), you will not be allowed to keep your pet and the fine(s) assessed will be deducted from your Pet Deposit; if the Deposit is exhausted, legal action may be initiated to collect the fines and enforce the provisions of this Policy.

If you are the Owner of the apartment and are renting your apartment out, you, the landlord are ultimately responsible for the actions of your tenants and the payment of fines as well as enforcement fees and costs as provided for in the Association's Bylaws.

**PEARLRIDGE SQUARE
VIOLATION OF HOUSE RULES
PROCEDURES FOR ASSESSMENT OF FINES
EFFECTIVE JANUARY 2014**

Except as otherwise provided in the House Rules and except in instances where safety to person or property is a concern, the violation by any Owner, Tenant, or Guest, of any provision of the Declaration, the By-Laws, or the House Rules of the Pearlridge Square shall result in the following action by the Resident manager or Managing Agent.

FIRST VIOLATION: Written warning from the Resident manager or Managing Agent (Except for parking violations & fireworks violations).

SECOND VIOLATION: (same offense) The Resident manager or Managing Agent will deliver to the occupant a written notice of an automatic fine or \$25.00 to be levied against the occupant (Payment of which, if not made by tenant or guest, will be the responsibility of the Owner of the apartment).

Said written notice will provide the Owner, or any other person against whom such charges are made, the date of the next meeting of the Board of Directors at which time the Board shall hear the charges and evaluate the evidence of the alleged violation. 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. The Board shall deliver to the Owner, or other person so charged, within fourteen days, or as practicable, after the hearing a written decision which specifies the fines or penalties levied, if any, and the reasons therefore. Any and all fines levied against a tenant or guest after the above due process shall be assessed against the Owner if payment is not submitted by the violator within thirty (30) days of the Written Notice which specified the fine.

SUBSEQUENT VIOLATIONS: (same offense) Each subsequent violation will result in additional fines or \$25.00, per violation.

When in the judgment of the Board of Directors, a violation of the House Rules requires immediate and/or strong enforcement; the Board may shorten or forego the above noted procedures. The Board may, at its discretion, refer violations to legal counsel at any time. All legal costs incurred as a result will be assessed against the owner. Should the Board choose this option, the Owner or any other person against whom such charges are made, shall be provided with written notice of the charge and shall be provided an opportunity to be heard prior to the assessment of fines. The unit owner is ultimately responsible for the payment of fines assessed to his tenants and/or their guest(s).

A.O.A.O. PEARLRIDGE SQUARE MAINTENANCE AND REPAIR POLICY FOR LEAKS

After careful review and consideration, the Board of Directors of the A.O.A.O. Pearlridge Square has adopted the following policy regarding responsibility for maintenance and repairs of leaks from around the windows and window frames of units at Pearlridge Square. Based upon the Board's investigation and inspections, the board has determined that the primary source of the leaks is through the screw holes in the window frames. It is also possible that leaks may occur at the interface between the window frames and the perimeter walls.

The Declaration of Horizontal Property Regime of Pearlridge Square defines windows and window frames as part of the apartments and also defines the unfinished perimeter walls as common elements (see Sections A. 1 .(c) and A.2 of Declarations). Under the Association's By- Laws, each owner is solely responsible to maintain and repair his or her apartment (see Article V, Section 3 of the By-Laws. Pursuant to the By-Laws, the Association is required to maintain and repair the common elements.

Responsibility for repairs of window leaks shall be determined by the Board on an individual basis depending upon the facts of each case. If it is determined that the leaks is occurring from the window frame screw holes or any other defect or condition of the window or window frame, then the apartment owner shall be solely responsible for the repairs. If it is determined that water is infiltrating through the window or window frame and also through the perimeter walls adjacent to the windows, then the costs of repairing the leaks shall be shared between the apartment owner and the Association in an equitable manner as determined by the Board in the reasonable exercise of its discretion.

An owner who wishes to make a claim that the Association pay a portion of the costs to repair a window leak shall make a claim in writing to the Association c/o Cadmus Properties Corp., 332 North School Street, Honolulu,

Hawaii 96817 prior to commencing any repairs.

There is a list of contractors pre-approved by the Board to inspect and repair the window leaks at Pearlridge Square, whose names may be obtained from the managing agent Cadmus Properties Corp. or the resident manager. The owner must submit an inspection report and repair estimate from an approved contractor as part of the owner's claim.

The Board will consider the claim and contractor's inspection report in determining the extent that the Association will contribute towards paying for the leak repair costs. In all other respects, the unit owners shall be solely responsible for the maintenance of and repairs to the windows and window frames in their respective apartments.