



HAWAIIAN PROPERTIES
Building Relationships that Last

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Date: March 4, 2020

**RE: HOUSE RULE REVISION
Pearl Horizons AOA**

Dear Homeowners:

Your Board of Directors recently approved and implemented House Rule (Rules & Regulations) revisions effective **April 4, 2020**. Owners are responsible for giving copies to your agents and tenants.

*****Please place this letter with your copy of the House Rules.**

Sincerely,

**FOR THE BOARD OF DIRECTORS
Pearl Horizons AOA**

Laurie Sugue-Tabisola
Property Manager

PEARL HORIZONS

PEARL HORIZONS

HOUSE RULES

(Effective April, 4, 2020)



AMENDED:
Jan. 2020

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PURPOSE

The intent of these House Rules is to set guidelines to help promote the peaceful enjoyment of their homes and grounds by all residents of Pearl Horizons. Condominium living also dictates that standards of reasonable conduct, common sense and consideration for others, in the absence of stated rules, must be exercised by all occupants and their guests. ***ALL OWNERS, OCCUPANTS AND THEIR GUESTS SHALL BE BOUND BY THESE HOUSE RULES AND BY STANDARDS OF REASONABLE CONDUCT WHETHER COVERED BY THESE RULES OR NOT.*** In the event of a conflict between these House Rules and the Bylaws and Declaration, the Bylaws and Declaration shall prevail.

PLEASE READ AND OBSERVE THESE RULES CAREFULLY. THEY WILL BE ENFORCED.

AUTHORITY FOR RULES.

Chapter 514B of the Hawaii Revised Statutes, entitled "CONDOMINIUM PROPERTY REGIMES," shall be the state condominium law governing Pearl Horizons. All owners and persons who reside, enter upon, or use the Project shall obey the provisions of the Declaration, Bylaws, and House Rules of the Association, and other lawful rules and regulations of the City, State and Federal governments.

The Association's Bylaws, Article XI, §1 provide that the Board of Directors may adopt House Rules which are binding upon all occupants and that they may modify or amend these House Rules from time to time as authorized by the Bylaws.

These House Rules are supplementary to, and not an exclusive list of limitations and restrictions which are set out in the Declaration and Bylaws governing the use of Pearl Horizons.

Consequently, certain circumstances and situations may arise that are not specifically covered. Such occurrences and the resolution of same will be at the discretion of the Board of Directors within the overall intent of these rules.

DEFINITIONS

“ANIMALS” means and includes assistance animals, and pets, including dogs, cats, birds, fish, turtles, rabbits and guinea pigs.

“APARTMENT” or *“UNIT”* means a unit of this condominium used for residential purposes only, including all appurtenant rights to common areas and amenities.

“ASSOCIATION OF APARTMENT OWNERS”, “AOAO”, or *“ASSOCIATION”* means all the owners of Pearl Horizons acting as a group in accordance with the Bylaws and Declaration.

“BOARD OF DIRECTORS” or *“BOARD”* means the group of owners elected to represent the AOAO in all matters relating to the operation and administration of Pearl Horizons.

“BY-LAWS” means the Bylaws of the Association of Apartment Owners of Pearl Horizons, setting forth the broader and general rules that govern the administration and operation of Pearl Horizons.

“COMMON AREA” or *“COMMON ELEMENT”* means any part of the Project that is not designated or designed for the exclusive use of the occupants of a specific unit and as may also be further defined by the Declaration or Bylaws.

“DECLARATION” means the Declaration of Condominium Property Regime of Pearl Horizons.

“GUEST,” “INVITEE” or *“VISITOR”* means any person who is visiting an occupant on a temporary basis, from a few hours to, usually, no more than thirty (30) days.

“GUEST PARKING” or *“GUEST STALL”* means the stalls for “guests,” “invitees,” or “visitors,” distributed throughout the Property in the parking areas at Buildings I and VI, and across Building II in front of the Recreation Center, designated as such with yellow stall lines and the letter “G” after the stall number, with posted “Visitor Information” signs in front of the stalls, and restricted to use ONLY BY “guests,” “invitees” or “visitors,” NOT owners or residents.

“LIMITED COMMON AREA” or *“LIMITED COMMON ELEMENT”* means any part of the Project that is designated or designed for the exclusive use of the occupants of a specific unit, and as may be further defined by the Declaration or Bylaws. Examples include, but are not limited to: reserved parking stalls for each unit, entryways and doorways, porches, lanais, decks and steps, entry walkways, etc. This does not include “GUEST PARKING” stalls.

“MANAGING AGENT” or *“PROPERTY MANAGER”* means the person and the property management firm responsible for the management of Pearl Horizons, under a contract with the Association.

“OCCUPANT” or *“RESIDENT”* means any person residing in, or using any unit within Pearl Horizons, for any period of time, including an owner or tenant, and whether paying rent or not.

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“*OWNER*” or “*UNIT OWNER*” means the legal owner of one or more Pearl Horizons unit(s).

“*PARKING STALL*” or “*RESERVED PARKING STALL*” means the reserved parking stalls assigned to and designated as a limited common element of each unit. Where guest stalls of the Association are meant to be referred to, the term “*GUEST PARKING*” shall specifically be used.

“*PEARL HORIZONS*” means and includes the physical boundaries, buildings, common and limited common areas of Pearl Horizons, unless the context clearly means otherwise.

“*PROJECT*” or “*PROPERTY*” means and includes the physical boundaries, buildings, common and limited common areas of Pearl Horizons, unless the context clearly means otherwise.

“*RESIDENT MANAGER*”, also known as the “*SITE MANAGER*”, means the person, and the site management company, if applicable, employed by the Association to exercise the duties set forth by the Managing Agent, under the supervision of the Board.

“*TENANT*” means the person or persons legally authorized to occupy a unit by lease, rental or other agreement with the owner.

PART 1.00 GENERAL PROVISIONS

1.01 Applicability and Compliance

These House Rules shall apply to all owners, occupants, tenants, guests and invitees of Pearl Horizons. It is the unit owner's responsibility to obtain and have a current copy of these House Rules, provide his/her tenants with copies of these rules, and ensure their compliance.

1.02 Notification

A. The unit owner is responsible for informing his/her occupants, tenants, guests, invitees, agents and workmen/contractors of the House Rules, providing his/her occupants and tenants with copies of these rules, and ensuring their compliance.

Prior to or within seven calendar days after any new resident, tenant or owner moves in to Pearl Horizons, the new resident, tenant or owner shall obtain a Resident Registration Form from the Resident Manager and register as a resident of Pearl Horizons. The registration information on the Resident Registration Form shall include the names of all occupants that will reside in the unit, the make and license number of all vehicles the occupant(s) intends to park on the property with stall number(s), and any other information requested by the Resident Manager. All information contained in the Resident Registration Form shall be strictly confidential and shall not be disclosed to anyone by management except as either required by law or for purposes consistent with the proper operation of Pearl Horizons. The included purposes of the registration are to facilitate communication between management and the new resident, tenant or owner (including newsletters and other notices), safety (in the event of emergencies such as fires, water leaks, medical, vehicle, burglary and theft incidents), and to minimize damages in such cases.

“*Moves in*” means the first day on which the new resident, tenant or owner physically enters the unit and brings in personal items with the intent of occupying the unit under the terms of a purchase agreement or rental agreement.

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The unit owner shall be responsible for informing the Resident Manager when his or her occupants or tenants are vacating the unit.

B. Upon the sale of an apartment, the former owner shall provide a copy of these House Rules to the new owner. A copy of these House Rules may be obtained from the Resident Manager.

C. The unit owner is responsible for the conduct and behavior of his/her family, guests, occupants, invitees, agents and workmen/contractors.

D. All owners and occupants shall be responsible for reading and complying with these House Rules.

E. Pursuant to the clearly stated provisions and requirements of paragraphs A to D, it shall therefore NOT be a valid reason that one was not aware of or did not get a copy of these rules to try to evade responsibility for, seek a waiver or exemption from, use as an excuse for, or appeal a citation, violation or fine imposed under these House Rules.

1.03 Owner's Agent

A. An owner shall furnish the manager with the name, address, and telephone number of his/her designated agent, and shall be responsible for keeping such information current. If the unit is rented, any owner who does not reside on the island of Oahu must, by law, have an agent on the island of Oahu to act on the owner's behalf. Any agent duly authorized must provide written verification of such authority to the Resident Manager.

B. Owners shall be responsible for designating a local agent to represent their interest if their residence is outside 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 and the Managing Agent, their out-of-town address and telephone number(s), and the name, address and telephone number(s) of their local agent.

C. Any agent representing an owner in the sale of the owner's unit in the Project must provide written evidence of such agency, signed by the owner, before access to the common areas shall be granted.

1.04 Use

A. As specifically provided in the Declaration, every apartment shall be occupied and used only for residential purposes. Business activities shall not be conducted in apartments, except as may be specifically permitted by law.

B. The number of occupants per apartment shall conform to the City Housing Code.

C. An absent owner, at his/her expense, should have an agent, friend or family member conduct periodic inspections of his/her unoccupied apartment, assuming responsibility for the maintenance and the contents of said apartment.

1.05 Security

A. Suspicious persons, vehicles, or activities shall be immediately reported to the Resident Manager, Security or proper law enforcement agency. Loitering is prohibited (See §2.09).

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B. Owners or occupants should not condone guests/visitors entering the property without authorization and will be held responsible for damages (i.e. using the Rec Center and pool).

1.06 Safety

A. Air conditioning apparatus, or any illumination other than electric lights shall not be installed by any owner, occupant or guest, unless authorized by the Board; nor shall flammable fluids, such as gasoline, kerosene, naphtha or other explosives, fireworks or articles deemed hazardous to life, limb or property be brought into any building, apartment, storage or parking area.

B. No owner, occupant or guest shall keep or allow to be kept in any apartment, common area or limited common element: (1) any controlled substances or illegal materials (other than prescription medication duly prescribed for such owner, occupant or guest); (2) any poisonous, hazardous or toxic substances or materials, or flammables, corrosives or combustibles, except reasonable amounts of common household chemicals for said owner's, occupant's or guest's personal use; (3) any explosives or ordinance of any kind or amount. (NOTE: The restrictions of this section are not intended to apply to ordinary household knives, scissors or utensils, or ordinary repair tools such as hammers, screwdrivers, pliers and wrenches.).

1.07 Moving

A. Owners, occupants or tenants who are moving into or out of the property will first coordinate with the Resident Manager.

B. Moving shall be started and completed between the hours of 8:00 a.m. and 7:00 p.m. The unit owner shall be held responsible for any damages to the common elements caused by such moving.

C. Occupants or tenants shall also be responsible for any damages to the common elements incurred while moving in or out.

1.08 Conduct of Owners, Occupants, Tenants, Guests and Invitees

A. The unit owner is responsible for standards of reasonable conduct displayed by his/her occupants and their guests. If there is a complaint, the owner shall take immediate action to stop any offensive conduct. If the conduct constitutes a continuing disturbance, nuisance or violation of these House Rules, the Board may use all legal resources to enforce compliance, and expenses incurred shall be recoverable from the unit owner. If the owner is unable to control the conduct of his/her tenants or guests to conform to the intent and meaning of these provisions, he/she shall, upon the request of the Board or Managing Agent, immediately remove the tenants or guests from the premises, without compensation for lost rentals or any other damage resulting there from.

B. Any owner, occupant, guest or invitee who uses abusive language or gestures or is disrespectful toward the Resident Manager, staff, security or Managing Agent shall be deemed to be in violation of these House Rules and the unit owner shall be subject to a fine.

1.09 Solicitations and "Garage" Sales

A. No soliciting or door-to-door selling of any kind of goods or services, promotion of

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religious beliefs or charities in the name of religion, asking for donations in the name of charity, or dispensing of handbills, pamphlets or flyers of any kind shall be permitted on the premises, except that apartment owners may solicit proxies or distribute AOA matters in a manner that does not cause a nuisance or annoyance to any other apartment owner or occupant.

Residents should immediately notify security or the Resident Manager when any solicitations occur. Where possible, security should try to ascertain the identity of the offending door-to-door solicitor(s), and, in addition to immediately locating and escorting the party off premises, shall: 1) warn the party not to enter Pearl Horizons' private property again or a formal complaint of trespassing may be filed with the Honolulu Police Dept.; and 2) file a security report with the Resident Manager.

If specific information regarding the offending door-to-door solicitor(s) was obtained by security and passed on to the Resident Manager, the Resident Manager or property manager may contact the party, where possible; if a business, church or other organization, by phone or formal letter, informing them that door-to-door solicitation is against our House Rules, not appreciated, and to cease and desist such future solicitation on Pearl Horizons' premises.

B. "Garage", rummage or similar sales of any nature are not permitted anywhere on the premises, whether inside or outside an apartment.

PART 2.00 COMMON AREAS

2.01 Alterations

A. Owners, occupants and guests, shall not make any alterations, installations, repairs or changes of any kind to any common element or limited common element including but not limited to landscaping, furniture, fixtures and equipment, except as expressly provided in the Declaration, Bylaws, or as approved by the Board.

B. No alteration of the apartment unit shall be permitted if such alteration can be seen from any part of the common elements or limited common elements unless prior written consent is obtained from the Board. This includes painting and window dressing.

2.02 Repair of Damages

When any common element, common area or apartment is damaged as a result of negligence by any owner, occupant, guest, or invitee, whether deliberately or accidentally, the unit owner shall be responsible for the prompt payment of all costs of repair and/or replacement.

2.03 Signage and Decorations on Common Elements

A. All signs, including "For Sale", "For Rent", and "Open House" signs shall not be allowed anywhere on the premises, except as follows:

1. One "Open House" sign may be posted at the main Moanalua Loop entrance to the property, and one "Open House" sign may be posted in front of the unit being offered for sale one hour prior to, and one hour following an active open house showing of a unit (e.g. on Sundays between 2 to 5 p.m.). Other than this active open house sign posting, "For Sale" signs or company's "Open House" signs are not permitted to be "permanently" displayed on the premises when the unit being offered for sale is not being actively shown.

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2. Small paper or cardboard signs or index cards of residents seeking to rent available units' reserved parking stalls, or other personal, non-commercial items, may be posted at the bulletin boards at the Recreation Center, or at Buildings 3-6. These signs may also be posted on the mailboxes at Buildings 1 & 2, as there are no bulletin boards for those buildings. In the future, if bulletin boards become available for these Buildings, the signs shall be posted there. All signs or cards should be dated and may be removed by the Resident Manager approximately one month from the date of the posting.
3. This paragraph shall not apply to postings of notices by the Association and its management.

B. Except as provided below for holidays and traditional dates, no decoration of the common elements, including but not limited to the exterior surfaces of the buildings, walkways, driveways, stairways, even if temporary, is permitted unless PRIOR approval is given by the Board.

1. Reasonable decorations commemorating holidays or traditional dates (i.e. Valentine's, St. Patrick's or Halloween) may be displayed on those respective holidays, on kitchen window frames and front door frames, and on rear lanai railings of individual units that have them, seven days prior to and seven days after the holiday or date.
2. Christmas decorations may be displayed NO EARLIER than the day after Thanksgiving and taken down NO LATER THAN January 7th. Christmas decorations, including lights, may be placed on kitchen window frames and front door frames, and rear lanai railings of individual units that have them. Christmas decorations, including lights, MAY NOT BE PLACED ON any common areas, including front walkway and stairwell railings and posts, the front and rear ceilings and eaves of units, and all other posts.
3. Unit owners, tenants or occupants are responsible for decorations that are not in compliance with the time and place restrictions of this paragraph and are subject to citation and fine.

2.04 Obstruction of Common Areas

A. No owner, occupant, or guest shall place, store or maintain in the hallways, stairwells, walkways, passageways, parking areas, guest parking stalls, pool area, saunas, or any other common area, any furniture, boxes, packages, plants, footwear, floor mats or objects of any kind, which obstruct access in or through the common areas.

B. Newspapers, if delivered, shall be removed from walkways within twenty-four (24) hours of delivery.

2.05 Food & Beverages

A. Food or beverages shall not be consumed inside of the pool, sauna, and jacuzzi.

B. No food or alcoholic beverages shall be sold on the property at any time.

C. Alcoholic beverages are to be consumed inside of units. Alcoholic beverages shall not be consumed in the common areas at any time.

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2.06 Apparel

Wearing of metal cleated shoes is prohibited in the common areas of the property.

See paragraph 7.02, D for appropriate apparel while using the swimming/recreational area.

2.07 Litter

A. Rubbish, trash, cigarette butts or other litter shall not be discarded in the common areas. If no trash urns or receptacles are available, please dispose of litter in your unit.

B. Glass containers of any kind are not allowed in the pool area.

C. Litter of any kind shall not be permitted to fall, blow off, drop or be thrown from any unit or lanai. All owners, occupants and guests are expected to discard their litter properly.

2.08 Flowers/Shrubbery

There shall be no planting, tearing, breaking, cutting or picking of any flowers in the common areas, nor shall there be any planting, tearing, breaking, cutting of, or picking from shrubs or trees in the common areas except by landscape maintenance personnel.

No resident, tenant or owner of Pearl Horizons, and notwithstanding House Rule 1.01, no employee, shall plant any fruit tree, vegetable or other edible plant in the common areas, nor shall any resident, tenant, owner or employee of Pearl Horizons harvest, cut or pick any fruit, vegetable or other edible part from any fruit tree, vegetable or other edible plant planted, or which happens to be growing, in the common areas of Pearl Horizons.

2.09 Loitering

A. Loitering is defined as “sitting or standing idly about or lingering around aimlessly.”

B. Loitering shall not be permitted in the common areas at any time.

2.10 Bicycles, Skateboards, Roller or In-Line Skates; Ball Playing; Remote-Controlled Devices and Similar Items.

The Project has many residents and limited common space. Therefore, the following restrictions are intended to prevent injury or damage to persons or property.

A. Tricycles, skateboards, roller skates, in-line skates, or other similar items that are ridden or driven may not be operated in the common areas. The unit owner and/or occupant may also be held liable for any damage or injury caused by such activity.

B. Bicycles, motor scooters, motorcycles and mopeds are not permitted to be stored on lanais, nor ridden on the sidewalks, walkways and corridors of the property.

C. Motor scooters, motorcycles and mopeds are permitted onto the property solely for the purpose of transporting their riders to and from the property. No “joy riding” of these vehicles is permitted on the property.

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D. For the safety of all persons and property, there shall be no ball playing, Frisbee tossing, chase-master, dodge ball, hide-and-go-seek, running and other similar activities in the common areas of the Project, including, but not limited to, all parking and driveway areas, the grassy areas in front of all buildings, and behind Buildings 1, 2, 4 and 6, which are common areas (areas behind Buildings 3 and 5 are designated limited common areas, where it is the owner or occupant who shall be responsible for restricting such play).

The unit owner, resident and tenant, as applicable, shall be held liable for any damage or injury to persons or property caused by themselves, their family members or guests, for such activity.

E. For the safety of all persons and property, there shall be no use of remote-controlled devices, including but not limited to, cars, robots, drones, and other similar remote-controlled devices, in the common areas of the Project, and in the limited common areas such as the parking areas or behind Buildings 3 and 5, where such activity may impact on the safety of others. This prohibition shall apply whether such devices are being operated and remote-controlled by the operator within or outside of their unit.

The unit owner, resident and tenant, as applicable, shall be held liable for any damage or injury to persons or property caused by themselves, their family members or guests, for such activity.

2.11 Furniture

Furniture placed in common areas is for use in those specific areas and must not be removed from those areas. Examples include Recreation Center pool loungers, chairs and tables, and the benches and picnic tables in the Buildings 2 and 5 barbeque areas.

2.12 Smoking; Prohibition in Common Areas

For everyone's health, hygiene and safety, the smoking of cigarettes, cigars, electronic cigarettes, medical marijuana and similar products anywhere in the common areas is prohibited.

PART 3.00 NOISE

3.01 General

Occupants and guests shall not make or permit to be made any loud disturbing noises in any apartment, common area or limited common area that may interfere with the peaceful enjoyment of the property by other occupants. This includes parties that are using the pool, Recreation Center, or barbecue areas, and the drivers, passengers, engines, mufflers, radio, stereo or other entertainment components of vehicles entering, leaving, visiting or otherwise transiting through the Pearl Horizons property.

3.02 Volume Controls

A. All occupants shall exercise extreme care to avoid causing or allowing sounds that may disturb other building occupants, particularly between the hours of 10:00 p.m. to 8:00 a.m. Occupants' conversations should not be audible beyond the exterior walls of an apartment unit between 10:00 p.m. and 8:00 a.m.

B. The volume of radios, TV sets, stereos, telephone "ring tones" and musical

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instruments shall be turned down to avoid disturbing or bothering neighbors. Between the hours of 10:00 p.m. and 8:00 a.m. the volume of all of the foregoing shall be turned down so that they cannot be heard beyond the exterior walls of an apartment unit.

C. The front door and security door (if any) of the apartment shall be gently closed when entering and exiting to avoid slamming, including into adjoining units due to the wind.

D. Workmen shall be allowed to perform work in the building or apartment between 8:00 a.m. and 7:00 p.m. only; except in an emergency, where notification shall be given to the Resident Manager and security, and with the prior consent of the owner, occupant, or tenant.

E. Any noise that can be heard from 30 feet away for 3 minutes or more will be deemed a violation of these House Rules. This includes the barking of dogs, car alarms and noise from the Recreation Center.

3.03 Fireworks

The use of fireworks shall not be permitted anywhere on the premises at any time. Other types of combustibles or explosive devices are also strictly prohibited. An immediate fine may be imposed for each instance of using fireworks and the Association may seek the eviction of the persons responsible if they are tenants.

PART 4.00 ANIMALS

4.01 General

A. Where these provisions conflict with any Federal Statute, State of Hawaii Statute or Rule, or City & County Ordinance or Regulation, those laws shall prevail. Livestock, poultry, rabbits, dogs, cats or other animals whatsoever shall not be allowed or kept within an apartment or in any part of the Project, except as provided in this Part.

B. Feeding of birds, stray cats or dogs or any other feral (wild) animal is strictly prohibited, whether done from within a unit, a limited common area, or a common area.

C. The expense of repairing all damages caused to the common elements by an animal shall be the responsibility of the animal owner and occupant or owner of the unit occupied by the animal. The expense shall be paid immediately upon demand by the Board or Managing Agent.

D. Animals must be fed inside their apartment.

E. Assistance animals are permitted at the Project but must comply with conditions noted in sections 4.01 through 4.08 to the extent permitted by law.

The Board may require information from the owner of the assistance animal to confirm that the animal is required because of the owner's disability. When a disabled person requests an exemption for an assistance animal, the Board shall be entitled to verification that (1) the person requesting the animal has a disability; and (2) the animal is required to alleviate one or more symptoms of the disability, unless the disability and the need for the animal are obvious. Verification may be provided by the person's health care professional, including a mental health care professional or social worker. The disabled person should also provide information about why the disability prevents him or her from complying with the Association's rules, unless it is obvious.

4.02 Permitted Animals

A. The Board shall have the right to limit the number and type of permitted household animals.

B. Before any animal is permitted at Pearl Horizons, the animal shall be immediately registered by its owner with the Board or Resident Manager, provided the conditions noted in sections 4.01 through 4.08 are strictly agreed to and observed.

C. Dogs and cats are permitted subject to the conditions for registration and approval.

D. Fish, birds, or other animals similarly contained in a tank or cage shall be permitted, subject to the Board's limitation on the size and quantity and other conditions in sections 4.01 through 4.08.

4.03 Animal Registration and Restrictions

A. Occupants of an apartment may keep one (1) dog or one (1) cat, or other similar animals provided:

1. Renters or tenants first get written approval from the apartment owner or approval for the animal is contained in the rental contract;
2. The owner of the animal agrees to observe all governmental regulations, and provisions of these House Rules, including paragraphs 4.01 through 4.08, and any future amendments regarding the keeping of dogs or cats in townhouses;
3. If the animal continuously makes noise, is a nuisance, or disturbs neighboring occupants (as determined by complaints), the owner of the animal shall quiet or muzzle their animal and if it still disturbs neighboring occupants, shall agree to comply with training advice and counseling provided by the Hawaiian Humane Society, and if this fails to resolve the problem in one month and complaints still persist, shall cease keeping the animal.
4. Restrictions on the number and type of animal shall apply even if the animal should have offspring. In this event, the owner of the animal shall have a maximum of 3 months to provide alternative homes for these offspring.

B. Potentially large or dangerous animals shall not be permitted at any time within an apartment or on the premises. The Board will determine which animals are potentially dangerous. Animals displaying aggressive behavior or other dangerous behavior will be considered potentially dangerous by the Board.

C. Any animal with any infestation or disease (including without limitation fleas, ticks, or mites). as determined by a qualified professional (i.e. veterinarian, State Health Dept., etc.) shall be immediately removed from the property until written evidence is provided to the Board that the offending condition no longer exists.

D. Insects of any kind shall not be intentionally kept or bred as animals unless the occupant can provide written evidence that such insects will be completely enclosed in a container preventing them from escaping into the apartment or any other part of the property. Written Board approval shall be required BEFORE the insect is brought and kept in the apartment.

4.04 Commercial Breeding

Occupants having an approved animal shall not use it for any breeding or commercial purpose. In the event the animal should have offspring, the owner of the animal shall have a maximum of 3 months to provide alternative homes for these offspring.

4.05 Removal of Animal

The owner of any animal which causes a nuisance, unreasonable disturbance or harm to any other occupant of any other apartment (see paragraph 4.03, A, 3), or of any animal posing a hazard to the property, its owners, occupants or guests, shall be given notice that, for the safety of everyone on the property, the Board or Resident Manager intends to notify the Hawaiian Humane Society regarding the removal of the owner's animal that is causing a nuisance, unreasonable disturbance or harm, or appears to be a dangerous or hazardous animal.

4.06 Animals in Common Areas

For the safety of all residents, occupants, visitors and workers, dogs and cats at all times must be on a leash and birds shall be caged or appropriately restrained when outside an apartment. The Board may grant exemptions from this requirement for assistance animals upon receipt of appropriate proof from the animal owner. Personal liability for injuries caused by unleashed dogs, cats and other animals shall rest solely with their owners and their insurance companies.

4.07 Animal Waste

A. Solid waste of animals shall be disposed of in accordance with City & County Ordinances and shall be the responsibility of the owner of the animal.

B. All animal waste shall be securely wrapped and tied (sealed in plastic bags that will not rupture) before being placed in dumpsters.

C. If an animal makes a mess on the Property: (i) the animal owner shall be responsible for cleaning it up or (ii) if cleaned by the staff, the animal owner may be fined or charged a fee for such cleaning as determined by the Board.

4.08 Owner Responsibilities

A. All financial or other liability for any personal injury or property damage caused by an animal shall be that of the animal owner and the owner of the apartment occupied by the animal owner.

B. The animal owner and the owner of the apartment occupied by the animal owner shall indemnify and hold harmless the Association, the Board, the Resident Manager and Managing Agent from all claims of loss, liability and expense (including without limitation, attorney's fees and costs) resulting from the keeping of an animal in the Project.

PART 5.00 GARBAGE AND TRASH

5.01 Loose (Dry) Trash

Loose trash containing cans, newspapers and other materials shall be securely wrapped before being placed in the dumpster.

5.02 Wet Trash

All wet garbage or trash shall be drained and securely wrapped to avoid leakage and exposure before being placed in the dumpster. Wet dripping garbage causes a mess in the common areas and dumpsters as well as offensive odors and attraction of stray cats and pests when not securely wrapped.

5.03 Trash Dumpsters

All trash shall be placed INSIDE the dumpsters, particularly to minimize opportunity for stray cats and dogs from ripping bags with food items open and creating a mess and health hazard. Discarded items shall not be left in the common areas, or around or behind the trash dumpster enclosures, as they become health and safety issues.

5.04 Large Boxes and Heavy Objects

Boxes, heavy objects or items, must be deposited in the trash dumpsters. Medium and large boxes must be flattened before being placed into the dumpster.

5.05 Reserved. [No current content]

5.06 Restricted Trash

Bulky items (furniture, appliances etc.) and toxic or corrosive items (solvents, car batteries, etc.) shall be disposed of at the occupant's or owner's expense, making his/her own arrangements for disposal of these items, pursuant to City, State and Federal regulations. These items shall not be placed in any of the AOAO's trash dumpsters or receptacles. Doing so is likely a violation of City, State and Federal health, safety and environmental regulations. Bulky items, such as furniture and appliances, may be brought to the designated City & County bulky item pick up location on the right side of the entrance to the Property as you are facing the entrance from Moanalua Loop, to await pick up by the City. Bulky items shall be placed only in accordance with the City & County policies regarding bulky item placement timing and pickup dates; see the Resident Manager for additional details and/or information. Violators of this rule may also incur an immediate fine of \$50 pursuant to section 11.05

PART 6.00 MOTOR VEHICLES, PARKING STALLS, AND TOWING

6.01 Reserved Parking Stalls - Limited Common Element

A. As LIMITED COMMON ELEMENTS for the EXCLUSIVE USE of the apartment owner, the parking stall(s) for each apartment is assigned, and each stall with white lines and white numbers is marked "RESERVED" for use exclusively by their owners, occupants, tenants, guests, and other persons authorized to use that stall by the parking stall owner. Owners, occupants, residents, and tenants are permitted to park in their apartment's assigned stalls ONLY. Guest stalls have separate rules governing their use (see paragraph 6.06 herein).

B. Only motor vehicles, motorcycles, or mopeds shall be parked in parking stalls. Parking stalls shall not be used to store any items either on a temporary or permanent basis. Items such as, but not limited to, storage "Pods", hook-up trailers, boats, furniture, boxes, toys, tools and bulky discards shall not be allowed in parking stalls or parking areas.

C. Parking stalls shall be kept neat and clean at all times. From time to time, the parking stalls shall be inspected for cleanliness. Should there be any excessive oil stains or other unsightly mess in the stall, as well as stored items, the occupant or unit owner shall be cited with a notice of violation and given the opportunity to remove the stored items or to clean the stall within a reasonable time, but no more than 2 weeks. The Resident Manager may be contacted for instructions on how to safely clean and maintain the parking stall(s). (Stalls should not be cleaned with any liquids or solvents that are harmful to the environment). If an occupant or owner does not comply within the time allotted to clean the stall or remove unauthorized items, a fine may be levied or staff personnel shall discard stored items and clean the stall and the unit owner will be fined or charged a fee for services rendered.

D. When workmen are performing work on an apartment, or if the occupant orders deliveries of any kind (for instance, moving vans for moving in and out, repairmen's vehicles, bulk deliveries such as furniture, etc.), the occupant shall advise them to use his/her parking stall or to park on the street. Prior arrangements must be made with the Resident Manager forty-eight (48) hours in advance, in the event that arrangements other than specified in the previous sentence are necessary. "Prior arrangements" include making arrangements for large moving vans or repair trucks to temporarily block roadways in front of building parking stalls. Failure to do so may result in citations and fines being assessed against the owner or occupant for unauthorized parking pursuant to paragraph H.

E. Vehicles shall always be CENTERED in the occupant's assigned parking stall so as to prevent crowding of adjacent spaces and/or blocking of passages. Vehicles shall not protrude beyond the end of the stall line into the common roadway such that it prevents normal two-way or one-way traffic, as the case may be, from safely passing. Occupants and "guests," "invitees," or "visitors," with large vehicles shall refrain from parking in compact parking stalls (designated with a "C"), as doing so makes it extremely difficult or impossible for vehicle occupants of that stall and the neighboring stalls from parking properly and entering and exiting their parked vehicles. Where problems arise, the large vehicle owner shall be held strictly responsible for parking in a compact stall, and will be asked to move, fined and/or towed, if necessary.

F. If an occupant has a motorcycle or moped, it shall be parked in his/her assigned stall, and CENTERED.

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G. If a stall is to be shared by one automobile and one motorcycle or moped, the automobile shall be CENTERED in the assigned stall, and the motorcycle or moped shall be parked between the curb and the tire stop, parallel to the curb, and centered within the stall so as not to encroach into any common area or a stall assigned to another unit. Sharing of the stall is allowable as long as the automobile and the motorcycle/moped do not extend beyond the marked stall lines.

H. At no time shall vehicles be left unattended and double parked in the roadway areas so as to prevent other vehicles from entering or exiting their stalls or that may affect safety or hinder movements along the roadway routes. Unattended vehicles that are double parked (including moving vans and vehicles without prior notice to the Resident Manager) will be asked to leave and/or cited, fined and towed at the vehicle owner's expense without warning.

I. Any owner, occupant, or tenant may have their guests park in their assigned reserved parking stalls. The guest vehicle parking in the assigned reserved parking stall shall have the number of the unit being visited displayed on the dashboard. This may prevent any potential issues, citations or towing that could result from such parking.

6.02 Towing

A. Occupants shall park in their assigned reserved parking stall ONLY. Occupant vehicles parked in reserved parking stalls assigned to other units, guest stalls, driveways, roadways or in unauthorized areas other than their marked reserved parking stalls are subject to a fine and towing at the vehicle owner's expense. Occupants must not allow their vehicles to protrude beyond parking stall limits, as defined by the painted lines, or block aisles, other stalls or driveways. No vehicle may be parked or left unattended at any time in the driveway and roadway areas.

B. The Resident Manager, the Board, or designated staff, including security, may fine and/or tow away any vehicle parked or left unattended in an unauthorized area of the common elements at the vehicle owner's expense. The Resident Manager, Board, or their staff, including security, may fine and/or tow at the vehicle owner's expense any occupant vehicle parked in a guest stall, except as may be permitted under section 6.06, D.

C. Neither the Resident Manager, security, nor the Board shall be responsible for making the judgment or decision to tow unauthorized vehicles from assigned reserved stalls. Any unauthorized vehicle parked in an assigned reserved stall SHALL ONLY BE TOWED at the discretion and direction of the owner of that stall, or at the direction of the lawful occupant or tenant to which the stall has been rented, assigned, or otherwise been given exclusive permission to use by the owner.

An owner, lawful occupant or tenant of the parking stall may, however, request assistance from security to witness and cite the vehicle and parking stall violation, and wait with the owner, lawful occupant or tenant for the arrival of the tow truck in the event that issues may arise with the violator.

D. All towing shall be done at the vehicle owner's expense.

E. RESIDENTS MAY NOT PARK IN THE GUEST STALLS AT ANY TIME, except as provided in section 6.06, D.

6.03 Repairing of Vehicles

Vehicles shall not be repaired at any time anywhere on the premises, except that minor maintenance or emergency repairs shall be permitted in an occupant's assigned parking stall. "Minor maintenance or emergency repair" includes:

- 1) Repairs that can be completed in a day, such that tools and materials are not left overnight in the stall and surrounding areas, and;
- 2) An oil change; provided that care shall be taken to properly collect and dispose of the used oil so it does not spill onto the parking stalls and roadway.

Any repair that would cause excessive oil or fluid spills and/or require multiple vehicle parts to be removed shall be approved in writing by the Board or Resident Manager PRIOR TO starting the work. At no time shall owners, occupants, or tenants repair vehicles in the driveways, roadways, guest stalls or any other common area.

6.04 Cleaning of Motor Vehicles

Washing, vacuuming, and polishing of vehicles shall be done in the occupant's assigned stall. At no time shall any stall other than the occupant's own assigned stall be used. Car washing should be done in a manner as to avoid splashing water and cleaning fluids on neighboring vehicles and that no excessive water spilling occurs. Occupants shall clean the area thoroughly before leaving, so there is no debris and grease after completion.

6.05 Vehicle Registration

A. All occupants' vehicles shall be registered with the Resident Manager, prior to, or within seven (7) days of moving in to the Project. Any unregistered vehicle shall be subject to a fine at the vehicle owner's expense.

B. All vehicles parked on the Property shall be in operating condition and shall have current registrations and safety checks. Any vehicle found with an expired registration or safety check may be fined. If the vehicle is parked in a Guest Parking stall or unauthorized area of the common elements, it shall be subject to towing at the vehicle owner's expense.

C. Owners with special circumstances may request, in writing to the Board, a temporary exemption from fining for any vehicle left in their own reserved parking stall with an expired registration and/or safety check. This written request shall be made NO LATER THAN ONE MONTH AFTER the expiration of the FIRST of either registration or safety check, stating the reason(s) for the expiration, and when the expiration will be corrected. If an exception is granted, the Resident Manager shall provide to the occupant affected, in large print, a printed "Registration/Safety Check Expiration Exception" paper, signed and dated by the Resident Manager, stating: 1) the occupant's unit number; 2) the make/model/color and license number of the vehicle exempted; and 3) the last day the exemption is valid - the parking exemption shall be valid for ONE MONTH from the date of Board approval and no extensions shall be granted. The occupant affected shall place the exemption paper on top of the vehicle's dashboard, clearly visible through the windshield. The Resident Manager shall notify security of the registration/safety check expiration exemption. The one month extension is only intended for special circumstances, and is not intended to allow any occupant to "store" a vehicle with an expired registration or safety check indefinitely in their reserved stall.

6.06 Guest Parking

A. At all times, visitors who use the Guest Parking stalls shall have the number of the apartment they are visiting visible on their vehicle's dashboard. Vehicles that do not have the apartment number visible on the dashboard shall be towed at the owner's expense.

As notice of Guest Parking rules are already provided by the "Visitor" signs posted at each Guest Parking stall or area, no notice of towing shall be given nor should be expected. It is the concurrent responsibility of the guest to read the posted Guest Parking rules, and for the occupant of the unit being visited to advise his or her guest regarding the Guest Parking rules.

Guests shall park their vehicles CENTERED within the stall lines, so as to allow use of the limited amount of guest stalls. Guest vehicles parked on or over the stall line, essentially taking two stalls and preventing the use of one stall, shall be towed without notice at the vehicle owner's expense. Security may photo record the violation prior to towing.

Guests shall also not allow their vehicles to protrude beyond the parking stall limits, as defined by the end of the painted lines, or block aisles, other stalls, driveways or roadways. No guest vehicle may be parked or left unattended in the driveway or roadway areas. Failure to abide by the requirements of these paragraphs may result in a guest vehicle being removed by towing at the vehicle owner's expense.

B. Except as provided in paragraph D, no parking is permitted in the Guest Stalls between the hours of 11:00 p.m. and 6:00 a.m.

C. Except as provided in paragraph D, occupant parking is strictly prohibited in the Guest Stalls. Any occupant's vehicle found unattended in a Guest Stall will be towed without warning, and at the owner's expense.

D. Notwithstanding this section or any other House Rule to the contrary, occupant parking in the Guest Stalls, including overnight parking, shall be permitted ONLY upon PRIOR WRITTEN approval by the Resident Manager or Board, ONLY WHEN a repair or maintenance project of the Association (such as a repaving project), or an unforeseen Association or Pearl Horizons emergency (such as a water main break), and NOT an occupant "emergency," prevents the occupant from safely parking in the occupant's reserved assigned parking stall.

The Resident Manager shall provide to the occupant affected by the Association or Pearl Horizons maintenance project or emergency, in large print, a printed "Guest Stall Parking Authorization" paper, signed and dated by the Resident Manager, stating: 1) the occupant's unit number; 2) the period [date(s)] of the parking authorization; and 3) the license number of the vehicle authorized to park in the Guest Stall (the license number on this "Guest Stall Parking Authorization" paper shall match the license number of the vehicle actually parked in the stall). The occupant affected shall place the authorization paper on top of the vehicle's dashboard, clearly visible through the windshield. The Resident Manager shall notify security of the guest stall parking authorization, and its duration.

Where, due to the nature or timing of the Pearl Horizons emergency, prior written authorization is not possible, the Resident Manager shall verify the emergency, provide verbal authorization to the occupant affected, notify security with the relevant information, and subsequently provide a printed Guest Stall Parking Authorization paper, with the same information specified in the prior paragraph, for the occupant affected if such printed Guest Stall Parking Authorization paper is justified by the length or duration of the emergency (more than one day).

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Where security is verbally informed by an occupant that the occupant was authorized by the Resident Manager or Board to park in a Guest Stall, regardless of the time, security shall confirm this authorization with the Resident Manager PRIOR TO allowing the occupant to park in the Guest Stall.

E. Any owner, occupant, or tenant may have their guests park in their assigned reserved parking stalls. The guest vehicle parking in the assigned reserved parking stall shall have the number of the unit being visited displayed on the dashboard. This may prevent any potential issues, citations or towing that could result from such parking.

F. These Guest Parking rules shall be strictly enforced. Violation of these rules will cause a vehicle to be towed at the owner's expense. The occupant of the unit being visited is encouraged to advise his or her guest regarding the Guest Parking rules, including being CENTERED IN and PARKING WITHIN THE LINES OF ONE STALL. As notice of Guest Parking rules are already clearly provided by the signs posted at each Guest Parking stall area, no notice of towing shall be given nor should be expected.

6.07 Vehicle Safety

A. Motor vehicles shall be operated at a safe speed at all times. The maximum speed limit on the property is 5 MPH. The occupant and unit owner may be fined and shall be held liable for damages caused by their vehicles or their guest's vehicle operated at unsafe speeds or in an unsafe manner on the Property.

B. Because it is an EXTREMELY DANGEROUS PRACTICE, a fine shall be immediately assessed without warning to any occupant, owner, their family members or their guest(s) if they are seen driving the wrong way up the narrow one-way lane of Building 6.

PART 7.00 RECREATIONAL FACILITIES

7.01 General

A. Use of the Recreation Center facilities is limited to occupants and their guests (see paragraph C below). An owner who has rented his/her apartment is deemed to have relinquished his/her rights to use the Recreation Center facilities and assigned that right to his/her tenant. ALL USE OF THE RECREATION FACILITIES WILL BE AT THE SOLE RISK OF THE USER.

B. Please do not abuse the swimming pool, sauna, jacuzzi, furniture, or any other fixture in the Recreation Center. Please pick up - do not drag - pool furniture. Expensive Recreation Center repair and replacement costs AFFECT everyone's maintenance fees.

C. Four guests per apartment is the limit at the pool, unless prior arrangements to reserve the pool covered lanai area for more than four guests have been made with the Resident Manager, using the Recreation Center Reservation Agreement form available at the Resident Manager's office (see §7.05).

D. Violations of these House Rules pertaining to the Recreation Center may result in fines and temporary or permanent revocation of privileges to use the Recreation Center.

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7.02 Swimming Pool and Spa (Whirlpool)

A. Use of the swimming pool and spa are permitted from 9:00 a.m. to 9:00 p.m., Sunday through Thursday, and 9:00 a.m. to 10:00 p.m. on Friday and Saturday, unless otherwise modified or amended by the Board.

B. Occupants and their guests shall use the pool and spa entirely at their own risk. WARNING...THERE IS NO LIFE GUARD ON DUTY! The Association therefore accepts NO responsibility.

C. Guests are not permitted in the Recreation Center unless accompanied by a responsible adult occupant or owner 18 years or older.

D. For health, safety and hygiene, and to protect pool equipment, swimming shall not be allowed in anything other than proper swimming apparel. Cut-off trousers and the use of street clothes (t-shirts, recreational shorts, tank tops, etc.) are not allowed in the pool. Hair pins, bobby pins, and hair rollers can also damage the pool or its equipment and shall be removed before swimming. All persons who are incontinent or not toilet-trained shall wear rubber pants or swimming diapers when in the pool.

E. Nudity is not allowed in the swimming pool and spa areas. For the consideration of other Recreation Center users, sensible attire and behavior in conformance with State law is requested. The management reserves the right to ask occupants and/or their guest(s) to leave if management feels the spirit of this rule is being compromised.

F. For health, sanitation and hygienic reasons, bathers shall not enter the pool or spa without first having showered to thoroughly wash off the body. Dirt and sand shall also be removed from the body before entering the pool or spa.

G. Horseplay such as running, pushing, shoving, jumping, diving, bombing or other dangerous unsafe conduct is not allowed. Horseplay is also defined as "any type of rough, boisterous, or rowdy play." Diving/bombing into the pool is defined as "entering into the water from the edge of the pool in order to intentionally make a large splash and noise." Due to the danger presented to themselves and the liability to the Association, anyone observed engaging in horseplay or diving/bombing by the Resident Manager or security shall be immediately asked and required by the Resident Manager or security to leave the recreation area, suspended from using the Recreation Center for one month, and may result in a fine for the occupant or owner. Any subsequent repeat behavior shall result in permanent revocation of Recreation Center use privileges and a fine for the occupant or owner. Permanent revocation of Recreation Center use privileges may be appealed in writing to the Board after a one year waiting period.

H. Loud music, excessive noise, profane language or other activity which may be offensive to others is prohibited. Noise levels shall be kept at a level so as not to disturb occupants in adjacent units. If noises can be heard 30 feet from the pool area, violations of section 3.02 may result.

I. Pets and other animals, scuba diving gear, large rafts or toys, surfboards, scooters, skates/skateboards, or other equipment are not permitted in the pool or pool area at any time. The Board may allow assistance animals in the pool area upon request, but only upon prior compliance with the verification requirements of section 4.01 E. For state Dept. of Health rules and safety and hygienic reasons, assistance animals shall not be allowed into the pool itself. The assistance animal shall be under the direct control of its owner at all times, ideally and minimally on a leash.

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J. Only non-breakable containers are allowed in the Recreation Center. The use of glassware, bottles, ceramics, chinaware or other breakables are not permitted in the Recreation Center at any time.

K. Smoking, including the use of electronic cigarettes and medical marijuana, is not permitted in the Recreation Center at any time.

L. No alcoholic beverages may be consumed in the Recreation Center.

M. All user personal items and trash shall be removed from the Recreation Center after use, and trash properly disposed of or removed.

N. As required by Board of Health regulations:

1. All persons known to be, or suspected of being afflicted with a contagious disease, suffering from a cough or cold, having nasal, eye, or ear discharges or infections, open wounds or sores; wearing casts or bandages, or having any other condition that may be communicated to others, shall not enter nor be permitted in the pool or spa.
2. Spitting, spouting of water, urinating, defecating, or blowing the nose in the pool, spa or pool area is strictly prohibited.

O. Occupants and guests shall ensure that they are reasonably dried before exiting the sauna, shower and pool/Jacuzzi areas to prevent a slippery condition on the Recreation Center deck, in the pool restrooms, and on the common area walkways.

P. Violations of House Rules pertaining to the swimming pool or spa may result in fines and temporary or permanent revocation of privileges to use the Recreation Center.

7.03 Men's/Women's Restrooms and Saunas

A. Use of the restrooms and saunas will be allowed from 9:00 a.m. to 9:00 p.m., Sunday through Thursday and from 9:00 am. to 10:00 p.m., Friday and Saturday; unless otherwise modified or amended by the Board.

B. All personal items shall be removed from the restroom and sauna after use. The Association assumes no responsibility for the loss or theft of items left unattended within the Recreation Center area.

C. Use of water in the saunas is not permitted. DO NOT pour water over the heating elements in the sauna, as it will destroy them.

D. Only occupants or guests accompanied by their occupant host may use the saunas. No children who may be adversely affected by the extreme heat are allowed in the saunas without being accompanied by a responsible adult 18 years or older or someone who can ensure the safety of the children.

E. Showers are for cooling down after sauna use or for mandatory rinsing before using the pool or spa. Showers may be used after using the pool or spa. Prolonged or regular use of the showers for bathing is not permitted.

F. In order to maintain privacy, and to prevent rain and weather damage, the restroom doors of the Recreation Center shall remain closed at all times and shall not be propped open at any time with a traffic cone, door stop, chair or any other device that prevents the door from fully closing.

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7.04 Barbecue Areas

Use of the Building 2 and 5 barbecue areas shall be permitted daily between the hours of 9:00 a.m. and 9:00 p.m., unless otherwise modified or amended by the Board. Loitering within these barbecue areas is prohibited between the hours of 9:00 p.m. and 9:00 a.m.

7.05 Recreation Center

A. The Recreation Center shall remain locked at all times. Entry for use of the Recreation Center is by way of a security key only. All security entries (gates) shall remain securely closed at all times and are not permitted to be left open under any circumstances. Climbing over, or onto walls, fences, or gates to gain access to the Recreation Center is prohibited and will result in the owner, occupant, or tenant being asked to leave the Recreation Center and may result in a fine and revocation of Recreation Center privileges.

B. Registered residents of Pearl Horizons shall be allowed to make a reservation for the use of the Recreation Center (the covered lanai area located next to the Resident Manager's office). Reservations shall be for half-day increments: a "day" use reservation from 9 a.m. to 3 p.m., or an "evening" use reservation from 3 p.m. to the normal closing time of the pool - 9 p.m. (Sundays thru Thursday) or 10 p.m. (Friday and Saturday). If there are no reservations for either the daytime or evening use increment at the time the reservation is made, the pool reservation may be extended into either respective half-day use increment upon request. This request/extension shall be noted by the Resident Manager who shall circle both "day" and "evening" after "Event Date" on the form.

Additional Recreation Center reservation requirements are as follows:

1. Reservations shall be accepted on a first-come, first-served basis, no later than seven (7) calendar days prior to the desired Event Date, at the Resident Manager's office, in person or by phone, between the hours of 8:00 a.m. and 4:00 p.m. on weekdays. No reservations will be taken on Saturdays, Sundays or holidays.
2. A completed, dated and signed Recreation Center Reservation Agreement and refundable security deposit of \$100.00 by cash or cashier's check made out to "Pearl Horizons AOA" shall be required for all reservations. A reservation shall not be considered confirmed until this signed Recreation Center Reservation Agreement and deposit is received by the Resident Manager. The Resident Manager shall issue a dated receipt for the deposit at the time the Agreement Form and deposit for the reservation are received. Failure to post the required deposit shall result in forfeiture of the date for use of the Recreation Center.
3. Upon completion of use, a refund of the \$100.00 deposit shall be subject to the satisfactory inspection of the entire pool/restrooms/Recreation Center area for cleanliness and damages by the Resident Manager or designated staff member immediately after the event. (The user shall have cleaned and vacated the area by no later than 10:00 p.m., and any clean-up occurring after 10:00 p.m. shall be considered a violation of Recreation Center hours.) The Resident Manager shall determine if all or part of the deposit will be retained to pay for any damages or cleaning as necessary. The user and/or unit owner will be held responsible for damages exceeding the deposit amount. Upon satisfactory completion of inspection of the pool/restrooms/Recreation

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Center area for cleanliness and damage by the Resident Manager and/or designated staff member, a refund of the \$100.00 deposit shall be made to the person making the reservation within seven (7) calendar days of the Event Date, and the person shall sign the Reservation Agreement form line acknowledging return of the deposit.

4. The maximum number of guests under the Recreation Center Reservation shall be twenty-five (25) persons, including children.
5. A Recreation Center Reservation includes exclusive use of the covered lanai area and furniture located in the covered lanai area. As this reservation does not include the exclusive use of the entire Recreation Center area for the party making the reservation, the pool furniture must be left in place for use by other Pearl Horizons residents, and other residents may use the pool and furniture at the same time as the exclusive lanai users. No tents, tarps or outside furniture, including personal chairs, tables, grills, and hibachis shall be allowed inside the perimeter of the Recreation Center. Any cooking of food shall have been done outside the Recreation Center, including at the designated grilling areas provided by Pearl Horizons. Ice chests, coolers, and large water jugs that can be accommodated within the covered lanai area shall be allowed. Games, balls and toys that do not contravene the Recreation Center/pool rules and inconvenience other pool users shall also be allowed.
6. The gates of the Recreation Center shall remain closed and locked and not blocked in any fashion. All party decorations shall be confined to the covered lanai area only and shall be taken down at the end of the function. No decorations of any type shall be hung at the entrance of the gates or in any other area of the Recreation Center.
7. All Pearl Horizons Recreation Center/pool rules shall be strictly adhered to. The Association, its Board of Directors, Owners, Managing Agent and Staff assume **no responsibility** for any loss or injury that may occur while the pool area is being used. Any damages, loss or injury occurring during the use of the facilities shall be the sole responsibility of the user and all or any costs for repairs shall be borne by the user.

C. The Association, through the Resident Manager or security, reserves the right to terminate and eject any party of more than FOUR guests **IF** they did not make a Recreation Center Reservation Agreement for the purpose of accommodating more than 4 guests for their apartment. Enforcement of this paragraph is to prevent owners, occupants, and tenants from circumventing the reservation policy outlined in section 7.05, B.

D. The Association assumes no responsibility for any personal property that is brought to the Recreation Center. It is the responsibility of the owner, occupant, or tenant to secure valuables and ensure that their guests are complying with the House Rules.

E. Advance reservations for the Recreation Center shall be limited to two (2) times per month per apartment, and each apartment may not hold more than one (1) advance reservation at any time, subject to availability.

F. Business sales activities shall not be conducted at the Recreation Center (i.e. Multi-Level Marketing). See also §1.09, A.

PART 8.00 APARTMENT MODIFICATIONS AND MAINTENANCE

8.01 Structural Changes

Occupants shall not modify the interior of their apartment in any way that would jeopardize the structural integrity, soundness or safety of the Buildings, Project or the Property, or reduce the value thereof or impair any easement, nor may any occupant add any material fixture without, in every case, written approval of the Board, as specified in the Declaration or Bylaws.

8.02 Apartment Interiors

Repairs and maintenance of the apartment interiors are the responsibility of each owner and occupant, including the cleaning and maintenance of windows, screens and doors in and for each apartment. Furthermore, it is the responsibility of all occupants to maintain and use their apartments and the equipment and fixtures therein in such manner as not to cause damage to other apartments or to the common elements or to impair the rights and enjoyment of the Property to which all occupants are entitled. Every occupant shall at all times keep his/her apartment in a clean, sanitary condition and observe all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the AOAO's Board of Directors.

8.03 Repair of Damages

A. Every apartment owner shall promptly perform all repair and maintenance work within his/her 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 his/her failure to do so.

B. All repairs of internal installations within each apartment such as water, light, cable, power/electricity, sewage, telephone, air conditioning, plumbing, doors, windows, lamps, and all other 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 shall be at the owner's expense.

8.04 Draperies, Blinds and Window Glass; Tinting

A. Draperies or blinds that are visible from the exterior of the building must be white, off-white, or light tan in color, with the exception of the kitchen window drapes or blinds. All non-jalousie windows and sliding glass doors must be of clear glass, except as may be allowed under paragraph B. The intent of these requirements is to ensure the uniform appearance of the Project from the exterior, as stipulated by the Association By-Laws.

B. There shall be no tinting or coloring of non-jalousie glass windows or sliding glass doors, the installation of drapes or blinds, or the addition of any shades, awnings or similar devices, which do not conform to the requirements of paragraph A, without the prior written approval of the Board of Directors. If such modification is done without prior written Board approval, fines and other remedies, as specified in the By-Laws, including removal and restoration to the condition conforming to the requirements of paragraph A, may be affected to bring the offending unit into compliance.

8.05 Air Conditioners and Screen Doors

A. Occupants must complete a request form for the installation of an air conditioning unit and get the written approval from the Board of Directors PRIOR to installing any air conditioners for their apartments. Occupants may obtain the Request Form from the Resident Manager.

For reasons including safety, window air conditioning units shall only be requested and approved for windows where installation would not cause the air conditioning unit to protrude into and obstruct the common walkways (therefore, for Buildings 3-6, no installation for any window along the front walkways shall be allowed).

B. Occupants must complete a request form for an Association-approved screen door and wait for written approval from the Board PRIOR to the installation of any screen doors. The type(s) of Association-approved screen doors and the request form may be obtained from the Resident Manager.

C. If such air conditioning or screen door installation under paragraphs A or B is done without prior Board approval, fines and other remedies, as specified in the By-Laws, including removal and restoration to a conforming condition, may be affected to bring the offending unit into compliance.

8.06 Prohibited and Permitted Items

A. Waterbeds are not permitted in any apartment.

B. Nothing shall be done, allowed, or kept in any apartment which will overload or impair the floors, walls or roofs, nor which will cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the AOA.

C. No hot tubs, whirlpool baths, saunas, steam rooms, and the like are permitted in any apartment except as originally installed by the building's developer or as approved by the AOA's Board in writing.

D. Projections shall not extend through any door or window opening into any corridor, or beyond the exterior face of the building. (Air conditioning units may project out of a window that is not located in a common walkway.)

E. Explosives, toxic chemicals, flammable or combustible materials, or any other hazardous items prohibited by Federal or State law, the By-Laws, or elsewhere in these House Rules shall not be stored in any apartment.

PART 9.00 LANAIS, BALCONIES, ENTRY DOORS AND WINDOWS

9.01 Exterior Modifications

A. Modifications, including but not limited to, the painting of, or the attaching of roll-down shades, antennas, planters, lights, vents, security cameras, alarms, or monitoring devices to any lanai, balcony, ceiling, eaves, wall, entry door, window or window surfaces, railings, trim, or any other exterior surface, shall not be made without the PRIOR express written consent and approval of the Board. Information on approved roller shades and colors can be obtained from the Resident Manager. The wooden entry door for all units shall be replaced with the same or

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similar wood or wooden-colored, varnished door. The wooden entry door for all units shall not be white, black, or any other color.

B. Private radio, television or other outdoor antenna(s) shall not be erected or installed anywhere within the Project, except in accordance with the policy entitled "Rules for Installation of Antennas and Satellite Dishes at Pearl Horizons." (See Resident Manager.)

C. If a non-conforming modification, or other modification under paragraphs A or B is done without prior Board approval, fines and other remedies, as specified in the By-Laws, including removal and restoration to a conforming condition, may be effected to bring the offending unit into compliance.

9.02 Hanging, Dusting and Sweeping

Items such as rugs, carpets, towels and clothing shall only be hung from, or placed upon, lanais, balconies and railings as State law allows for the placement and use of clotheslines for laundry. Rugs, carpets and towels shall not be beaten or shaken from lanais, balconies and railings. Dust and debris shall not be swept over the edges of any lanai or balcony. Items such as brooms or mops shall not be placed on lanais, balconies, or railings. Absolutely no objects, cigarettes, materials or fluids of any kind may be thrown, dropped, or discharged from lanais/balconies. Damage done to person or property caused by falling objects, including cigarette butts, will be the responsibility of the resident of the unit. Due to safety and extreme fire hazard concerns, those who discharge dangerous objects, such as lit cigarettes or fireworks, will be immediately fined \$100, pursuant to section 11.05. The Association may seek immediate eviction for tenants who violate this rule.

9.03 Cleaning

A. Lanais and balconies shall be swept, vacuumed, and sponge mopped only. Hosing down or pouring of water onto the lanais or balconies as a cleaning method is strictly prohibited.

B. Cleaning of exterior doors, windows and screens are the responsibility of the unit owner or occupants. Hosing down or pouring of water onto the doors, windows or screens as a cleaning method is strictly prohibited. The cleaning of window screens in any common area is prohibited except as may be permitted by policy to be established by the AOAO's Board.

9.04 Uses of Lanai/Balcony

A. Lanais and balconies shall NOT be used as storage areas for boxes, surfboards, baby carriages, bicycles, toys, excess furniture or other unsightly items. Only furniture and tables designed for outdoor use is permitted.

B. Plants shall be permitted on lanais and balconies; provided they are potted and also have "drip pans" under them to catch any excess water runoff from watering them. The unit owner or occupant shall be responsible for any damages to the common areas or other units due to water runoff from the lanai caused by anything other than natural rainfall. Plants must be maintained to prevent leaves, branches or debris from falling to the ground or onto the lanais or balconies of others.

C. Lanais and balconies shall not be used to shelter pets, either temporarily or permanently.

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D. Wind chimes, bells, gongs or hanging baskets/planters are not permitted on the lanais and balconies.

E. Lanais and balconies may not be enclosed by awnings or other similar fixtures unless written consent and approval is first obtained from the AOAO's Board. See also §9.01. Information on approved roller shades and colors may be obtained from the Resident Manager.

F. No fire or barbecuing of any type shall be allowed on the lanais and balconies of any apartment. "Barbecuing" shall include the grilling, broiling, cooking or smoking of any food item over a charcoal fire, gas or electric grill, hibachi, kamado, smoker or other similar grilling or cooking device. See also prohibition under the By-Laws, Art. V, §3(d).

9.05 Falling Objects

A. Objects of any kind shall not be dropped or thrown from lanais, balconies, walkways or windows. Occupants shall secure all items on lanais, balconies or windows to prevent them from dropping, falling or being blown; this includes liquids other than natural rainfall.

B. Owners and occupants shall be solely liable for damage caused by objects dropped, thrown, or blown, whether accidental or intentional, from lanais, balconies or windows.

PART 10.00 FENCE ERECTION GUIDELINES FOR, AND MAINTENANCE OF, LIMITED COMMON AREAS

10.01 General Information and Protocol

Homeowners of the ground Units in Building III (98-634 Moanalua Loop) and Building V (98-640 Moanalua Loop) wanting to erect fences in the back of their individual Units shall follow the guidelines outlined in this Part. For additional information and guidance, please see the Resident Manager PRIOR to submitting final documents for Board consideration.

Upon approval or denial of fence requests, the Board of Directors will notify the requesting homeowner in writing of the final determination of their request. If the Board denies or postpones approval, it may give reasons, seek clarification, or modification of the fence plans. A homeowner may then appeal, provide the requested clarification or modification of the fence plans, and request reconsideration.

10.02 Homeowner's Responsibilities

Each Homeowner shall be responsible for following through with the necessary legal requirements, and will not hold the Association and its Board of Directors responsible for any problems that may arise from any fence erected.

The Homeowner shall be responsible for the maintenance of the fence; but the Association and/or Board of Directors shall have the right to inspect and request repair as determined necessary by the Board of Directors.

The Homeowner shall be responsible for submitting any necessary forms to the State/City Building permitting department.

The Homeowner(s), at their own expense, shall be responsible for obtaining all necessary documents to show their legal property boundary lines so as not to encroach upon another

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Homeowner's property, or onto the Common Areas (end Units) of the Association. Homeowners may be required to submit copies of their legal property boundary line documents to the Board of Directors in order for the Board of Directors to make a decision to approve or deny their fence request proposals.

NOTE: The above stated requirements in this section may not be all-inclusive. The Board of Directors may modify or amend the guidelines from time to time.

10.03 Fence Guidelines

A. The fence must be made of termite treated wood and painted to match the main body color of the building. The exact color of the building may be obtained by contacting the Resident Manager.

B. The bottom of the fence (excluding the fence posts) must be a minimum of 3 inches or a maximum of 4 inches off the ground.

C. Fences shall be "picket fence" style, with slats that are 4 inches wide and three-fourths (3/4) of an inch thick. Slats shall be 1 inch apart. Tops of slats shall be flat.

D. Fences between interior Units shall be four feet-three inches (4'3") high, in total from the ground. For end Units 130 & 136 (Building III), and end Units 1020 & 1042 (Building V), the non-neighbor (end) fence may be either four feet-three inches (4'3") or five feet-three inches (5'3") high, in total from the ground. A +/- one-inch variance in height shall be allowed.

E. The fence may extend to the perimeter chain link fence, but shall not be connected to it.

F. The fence may extend to the building, but shall not be connected to it. Fence posts cannot be set in the rock bed adjacent to the building. Any fence post on the concrete slab shall be surface mounted, NOT buried.

G. Fences shall have gates closer to the perimeter chain link fence. Gates may be latched, but not locked. This is to allow residents to use to safely evacuate in the event of an emergency, such as a fire, where exiting the building from the front is not possible.

H. If, for any reason, the fence must be removed in order for repairs or maintenance to be performed upon the Property or building, it shall be the owner's cost and responsibility to remove and/or disassemble and reconstruct the fence. Reasonable notice and deadline shall be given for such removal; however, where removal is not done by the deadline, removal may be done by staff personnel and the unit owner may be fined and charged a fee for the removal.

I. THE ENTIRE FENCE MUST BE WITHIN THE HOMEOWNER'S PROPERTY.

J. PRIOR TO the start of fence construction, the Homeowner must submit a copy of the following to the Resident Manager's office for Board of Directors consideration:

1. A final fence detailed drawing(s) of how the fence will be constructed and copies of the building permit;
2. A legal or certified property survey; and
3. Proof of Homeowners Insurance naming the Association as an additional insured. It is the Homeowner's responsibility to provide an updated certificate of insurance every year as long as the fence remains in place.

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The Homeowner shall be aware that the Board meets only once at the end of each month and to take this into consideration for their construction timing and scheduling.

10.04 Maintenance

Residents of the ground floor Units of Buildings III and V shall be responsible for the landscaping behind their Units. The grass shall not be longer than four inches (4") over the majority of their area and shall not be more than 25% dirt. Owners with questions or concerns should contact the Resident Manager.

PART 11.00 ADMINISTRATION OF HOUSE RULES

11.01 Amendments

These House Rules may be amended by the Board from time to time as provided for in the By-Laws, including Article XI, §1.

11.02 Reporting

A. Occupants or guests witnessing a violation of the House Rules shall immediately report and provide details to the Resident Manager, Security Officer, or Property Manager. They should include the location, time, date, building, unit number, and name(s) of the violator(s), if known. All complainants will remain confidential. ANY ACTIVITY OR BEHAVIOR THAT POSES A POTENTIAL FOR SERIOUS BODILY INJURY OR DAMAGE TO PROPERTY SHOULD IMMEDIATELY BE REPORTED TO THE POLICE BY CALLING 911.

B. Occupants shall immediately notify the Resident Manager or Security Officer of any damage or potential damage to the common elements, and of any injury, which occurs on the Property. Examples include broken or inoperative sprinklers, Recreation Center equipment, building fixtures, lights, and rubbish bins and enclosures.

11.03 Interpretation & Appeal

If the Resident Manager or Board of Directors makes a determination that a violation of these House Rules or the Association's By-Laws has occurred, the offending party or parties may voice any disagreement by submitting a written appeal to the Property Manager or Resident Manager, as provided in section 11.05 of these House Rules, or in The Pearl Horizons Fining Policy, adopted Oct. 27, 2008, as applicable. The matter will then be considered by the Board at its next scheduled meeting.

Under the clearly stated provisions and requirements of Section 1.02, paragraphs A to D, IT SHALL NOT BE A VALID REASON THAT ONE WAS NOT AWARE OF OR DID NOT GET A COPY OF THESE RULES, in order for a person to try and evade responsibility for, seek a waiver or exemption from, use as an excuse for, or appeal, a citation, violation or fine imposed under these House Rules. As a matter of fairness to all residents who abide by these House Rules, generally, only mistakes of facts, rather than the violator's opinions regarding the House Rules, will be entertained upon appeal.

11.04 Enforcement

A. The Board delegates the full authority and responsibility for enforcing these House Rules to the Property Manager, Resident Manager and Security Officers. All owners, occupants, tenants, guests, visitors and invitees, including workmen called to do work for owners, occupants and tenants, shall be bound by these House Rules and by standards of reasonable conduct whether covered by these House Rules or not, provided; however, that neither the Board nor the Property Manager or the Resident Manager shall in any way be deemed responsible for any noncompliance or violation of these House Rules by the owners, occupants, tenants, guests, visitors and invitees, including workmen called to do work for the owners, occupants and tenants.

B. In the event an owner, occupant, guest, visitor or invitee, including workmen called to do work for owners, occupants and tenants, fails to comply with these House Rules and it becomes necessary to initiate appropriate legal proceedings, the AOAO shall be entitled to reimbursement of all fees and costs incurred to enforce compliance either from the occupant, the guest, visitor, invitee, workmen or, ultimately, the unit owner through whose action or inaction, the occupant, guest, visitor or invitee, including workmen, was permitted on the premises.

C. Every occupant shall be responsible for the actions of his/her guest, visitor, invitee, and workmen. In addition, every owner shall be ultimately held responsible for the actions of the occupants of the owner's apartment, and guests, visitors, invitees, and workmen of the occupants of the owner's apartment.

11.05 Sanction System for House Rule Violations

A. Purpose. The purpose of this section is to provide notice of sanctions, and written guidelines for dealing with and enforcing House Rules violations.

B. Procedure. The following procedure(s) shall be used to deal with offenders, including repeat offenders, to address the fact that some violations are more serious than others, and to allow flexibility for dealing with individual problems.

1. First Violation – A written citation shall be issued to the apartment owner and/or tenant by the Resident Manager or Pearl Horizons security. This written citation may or may not be preceded by an oral warning. A violation letter may be sent following issuance of a written citation, certified, return receipt requested, to the apartment owner, and warning of a \$50.00 fine for another violation. If a violation letter is not sent, the written citation shall be treated as the first violation letter.
2. Second Violation – A violation letter shall be sent, certified, return receipt requested, to the apartment owner, with a \$50.00 fine assessed against the owner, demanding payment of the fine and compliance within ten days from the date of the letter, and warning of further fines and legal action.
3. Third Violation – A violation letter shall be sent, certified, return receipt requested, to the apartment owner, with an additional \$100.00 fine assessed against the owner (total of \$150.00 for the second and third violations), demanding payment of the fine and compliance within ten days from the date of the letter, and warning of further fines and legal action. After this third violation and cumulative \$150.00 fine, a \$50.00 per

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week fine shall be assessed for any continuing or additional violation of the House Rules.

4. After three violation letters, the Board may initiate legal action or any other remedy it considers appropriate, such as, but not limited to, a written demand to the owner for eviction of an offending tenant or other disciplinary action, in order to enforce compliance with the House Rules and to collect the fines imposed. All costs shall be borne by the violating apartment owner(s).

Second and subsequent violations need not be for the same violation of the Declaration, By-Laws or House Rules before fines are imposed. For example, if a resident violates a "Parking" rule for their first violation, and then violates a "Conduct" rule for a second violation, a fine would be assessed to the unit owner upon the occurrence of the second violation.

Any action or inaction by an apartment owner, which in the judgment of the Board of Directors creates a hazard, hardship, danger or harm to the Association or its apartment owners, may result in an immediate violation and fine being assessed against that owner. The Board of Directors also reserves and reiterates its right to enjoin, abate or remedy by appropriate legal proceedings any violation of the Declaration, By-Laws or House Rules, particularly those violations which pose a substantial and undeniable threat to the life, limb, or property of any apartment owner, tenant, guest or invitee.

C. Appeal. Violations must be appealed within 30 calendar days of the date of the violation letter by providing a written appeal to the Board of Directors c/o the Property Manager, stating the cogent (compelling and convincing) reason(s) why the violation should be invalidated. The violator's opinions regarding the House Rules, or subjectively perceived unfair treatment or enforcement will not be considered convincing reasons that a violation did not occur. If no request for appeal is received within the 30-day period, the violation and fine shall be valid and final.

D. Payment of Fines. All apartment owners shall be liable for payment of the fines that have been assessed to their units. If the owner fails to pay the fine or appeal within the 30-day appeal period stated in paragraph C above, the fine that has been assessed shall be charged against the owner(s) of that unit and be subject to collection and legal action for nonpayment.

11.06 Personnel

A Board member, the Resident Manager, Property Manager and other AOAO employees shall not be asked or permitted to perform work within any apartment space while that person is still a Board member, or employed by the AOAO, property management company or site management company. This prohibition on the performance of work within any apartment space includes any company or companies at which a Board member, Resident Manager, Property Manager or other AOAO employees are employed at, or may have an ownership in, in whole or in part.

PART 12.00 NON-DISCRIMINATION POLICY

Pursuant to HRS Chapter 515, Title VIII of the Civil Rights Acts of 1968 as amended by the Fair Housing Amendments of 1988, and our non-discrimination policy, the Association does not discriminate on the basis of race, sex (including gender identity or expression and sexual orientation), color, religion, marital status, familial status, ancestry, disability, age or HIV

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(human immunodeficiency virus infection) in housing or real estate transactions. It is our policy to extend to all individuals the full and equal enjoyment of the advantages, facilities, privileges and services consistent with HRS Chapter 515 and the Federal Fair Housing Act. When providing services and facilities or enforcing the rules at the project, the Association will not allow discrimination, except as permitted by law. In particular, the Association will not treat any person unequally:

1. In granting or withholding any approval or consent required under the Association's rules.
2. In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
3. In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other animals required because of the occupant's or visitor's disability; except that if the animals become a nuisance to others they will not be permitted at the project and will have to be removed.
4. In processing requests of disabled occupants to: (i) make reasonable modifications to an apartment or the common areas at their own expense; and (ii) have reasonable exemptions from requirements of the Association rules, to enable those occupants to have full use and enjoyment of the project.

The Board will suspend any requirement of the Association rules which, if enforced, could result in unlawful discrimination. If, however, a resident of the project or a visitor is requesting: an animal; modifications to an apartment or the project; or an exemption from the rules because of a disability, the Association may require written confirmation of the disability from a physician or other qualified person, including a statement from the physician or other qualified person as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

PART 13.00 POLICY AGAINST HARASSMENT

13.01. Discrimination or Harassment; Protection Against

The Association seeks to promote reasonable use and enjoyment of the Project without discrimination or harassment because of one's race, sex (including gender identity or expression), sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, HIV infection, national origin, or handicapped status, or any other grounds protected under state and federal fair housing laws, regulations, and/or applicable executive orders.

13.02. Reporting

Any incident of discrimination or harassment should be reported to the Managing Agent or any officer of the Association. The Association will make every effort to promptly investigate any allegations of discrimination or harassment in as confidential a manner as possible and to take appropriate corrective action if warranted.

13.03. Notifying Police; TROs

A person should call the police if the person fears for his or her safety. The person may also seek a Temporary Restraining Order ("TRO") with the appropriate court. After the TRO has been obtained, the person can call the police if the harassing conduct happens again.

13.04. Sexual Harassment; Prohibition; Reporting; Investigation

One aspect of our policy requires particular clarification: our prohibition against any form of sexual harassment. We have listed below examples of conduct that are prohibited as well as outlined procedures for addressing any complaints of sexual harassment that may arise.

Sexual harassment may include unwelcome sexual advances, requests for sexual favors, and any other verbal, visual or physical conduct of a sexual nature. Sexual harassment also may include unwelcome sexual flirtations or propositions, verbal abuse of a sexual nature, subtle pressure or requests for sexual activities, unnecessary touching of an individual, graphic or verbal commentaries about an individual's body, sexually degrading words used to describe an individual, a display of sexually suggestive objects or pictures in the work place, sexually explicit or offensive jokes, or physical assault.

Any resident or employee who feels a target of sexual harassment, including but not limited to any of the conduct listed above, by an Association employee, vendor, or director should bring the matter to the immediate attention of the Managing Agent or an Officer of the Board. As an alternative, the resident may contact any other member of the Board of Directors. Every effort will be made to promptly investigate all allegations of harassment in as confidential a manner as possible and take appropriate corrective action if warranted.

13.05. Harassment Complaint; Retaliation Prohibited

The Association expressly prohibits and does not condone any form of retaliation against any individual who has complained of harassment, cooperated with the investigation of a complaint, or acted as a witness during the investigation of a complaint.