

**PERLAS COURTE  
("Pearl Court")**

**HOUSE RULES**

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

The Board of Directors of the Association of Apartment Owners (the "Board") shall be responsible for enforcing these House Rules, but such responsibility may be delegated to the Managing Agent of the Project.

These House Rules supplement but do not change the obligations of the apartment owners and all occupants, tenants and their guests as set forth in the Declaration of Horizontal Property Regime ("Declaration") and Bylaws of the Association of Apartment Owners ("Bylaws") pertaining to the Project. In the event of any inconsistency between these House Rules and

1 the Declaration or the Bylaws, the Declaration and Bylaws shall  
2 prevail.

3 The Board shall make such other rules and regulations  
4 from time to time or amend the following House Rules as it  
5 deems necessary or desirable.

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A. OCCUPANCY

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1. Use of Apartments. All apartments shall be used  
12 for residential purposes only. No apartments shall be used for  
13 transient or hotel purposes, or in connection with the carrying  
14 on of any business. Time-sharing is prohibited.

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2. Number of Occupants. The three-bedroom  
16 apartments will have no more than six (6) persons residing  
17 therein permanently, whether owners or tenants or guests; the  
18 two-bedroom apartments will have no more than four (4) persons  
19 residing therein permanently, whether owners, tenants or  
20 guests. Permanent residence is hereby defined as residence of  
21 thirty-two (32) consecutive days or more.

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3. Children. A resident or guest of any apartment  
23 shall be responsible for the conduct of his children at all  
24 times, ensuring that their behavior is neither offensive to any  
25 occupant of the Project nor damaging to any portion of the  
26 common elements.

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4. Pets. Livestock, poultry or any animals  
28 including without limitation cats, dogs, parakeets, canaries,

1 or fish in aquaria shall not be allowed or kept in any part of  
2 the Project. An animal which is at or around an apartment for  
3 more than a total of twelve (12) hours is considered to be  
4 kept. Visiting pets are not allowed on the Project premises.

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B. TEMPORARY OCCUPANCY

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8 1. Use by Owners, Tenants and Guests. Subject to  
9 the terms of each apartment owner's Apartment Deed, the  
10 Declaration and the Bylaws of the Association, an apartment  
11 owner may lease or rent his apartment or make it available to  
12 friends, but the person or persons leasing, renting or living  
13 in the apartment shall abide by the Declaration, the By-Laws,  
14 and these House Rules.

15 2. Conduct of Tenants, Guests and Other Persons.  
16 An apartment owner shall be responsible for the conduct of his  
17 tenants and such apartment owner's (or his tenant's) guests.  
18 An apartment owner shall, upon request of the Board or Managing  
19 Agent, immediately abate and remove, at his expense, any struc-  
20 ture, thing or condition that may exist with regard to the  
21 occupancy or use of his apartment by any such person or persons  
22 contrary to the intent and meaning of the provisions hereof.  
23 If an apartment owner is unable to control the conduct of any  
24 such person or persons to conform with the intent and meaning  
25 of the provisions hereof, such apartment owner shall, upon

1 request of the Board or Managing Agent, immediately remove such  
2 person or persons from the premises, without compensation for  
3 lost rentals or profits or any other damage resulting  
4 therefrom.

5           3. Appointment of Local Agent. Apartment owners  
6 shall be responsible for designating a local agent to represent  
7 their interest if their residence is outside of the Territory  
8 of Guam or if they will be absent from the apartment for more  
9 than thirty (30) days. Such owners shall file with the Manag-  
10 ing Agent their out-of-town address and telephone number and  
11 the address and telephone number of their local agent.

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14           C. USE OF COMMON AND LIMITED COMMON ELEMENTS  
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17           1. Use of Roadways and Recreation Areas. The  
18 Roadways and Recreation areas for the Project are administered  
19 by the Association and are for the use by the apartment owners  
20 and their tenants and guests. The walkways, passages, and  
21 roadways must not be obstructed or used for any purposes other  
22 than ingress and egress.

23           2. Parking and Automobiles. Parking in unmarked  
24 areas is prohibited. Assigned parking stalls may be used to  
25 park any type of trailer or sea craft, providing such trailer  
26 or sea craft does not protrude from the stall. Except for  
27 bicycles, no children's wheeled toys or vehicles shall be  
28 permitted in the parking areas. All other vehicles, including

1 bicycles and motorcycles, when not being used, must be kept in  
2 the area(s) designated for such purpose or within the confines  
3 of an assigned parking stall.

4           a. Violations. Violators of any parking  
5 regulations promulgated by the Board shall have their vehicles  
6 towed away at their own expense. If the violator is a tenant,  
7 invitee, employee or guest of any owner, the owner shall be  
8 held responsible for the payment of the towing charge.

9           b. Bicycles, etc. No vehicles, including  
10 bicycles, are to be ridden on walkways, planted areas, or in  
11 the barbecue and picnic area. Unlicensed motorized vehicles  
12 will not be permitted to be operated in the Project.  
13 Skateboards are not to be ridden anywhere within the Project.  
14 Bicycles shall not be taken into the elevators, lobbies,  
15 stairways, apartments, hallways or lanais of the Project;  
16 bicycles shall not be stored or parked on lanais; no wheeled  
17 vehicles, including but not limited to, tricycles and  
18 children's toys, shall be taken into the parking areas.

19           c. Washing and Repairing Cars, etc. The  
20 washing of cars will be permitted only in the car washing area  
21 designated by the Association. No car repairs or adjustments  
22 may be made at any time in the common elements of the Project,  
23 excepting only minor repairs or adjustments of the type not  
24 requiring specialized mechanical knowledge or specialized  
25 tools, which shall be made only in assigned stalls.

1                   d.   Responsibility for Damage.   Damage to cars  
2 and other objects or to the common elements shall be the  
3 responsibility of the person causing the damage.

4                   e.   Registration.   All residents of the Project  
5 must provide the Resident Manager's office with the owner's  
6 name, make, model, year, license number and residential parking  
7 location for all vehicles owned and regularly operated by the  
8 resident.   A registration sticker, which shall be provided by  
9 the Resident Manager's office, shall be affixed to the driver's  
10 side of the rear bumper of any registered vehicle.

11                  f.   Speed Limit.   The maximum speed limit is 15  
12 miles per hour on the Project premises.   Speeding will not be  
13 permitted within the Project and residents are encouraged to  
14 notify the Resident Manager's office if speeding violations  
15 occur.   Appropriate action will be taken by the Board to  
16 protect the safety of all residents of the Project.

17                  g.   Guest Parking.   Guests of residents shall  
18 be permitted to park only in stalls marked "Guest".   The time  
19 limit for parking in a "Guest" stall is twelve (12) hours which  
20 may be waived if the resident provides the Resident Manager's  
21 office with information regarding the visitor's vehicle  
22 identification and an acceptable reason for the extended length  
23 of stay of the visitor.   Visitors occupying an apartment during  
24 a resident's absence must park in that apartment's assigned  
25 parking stall.   Vehicles in violation of this Section will be

1 towed at the owner's expense. If a resident provides the  
2 Resident Manager's office with written towing authorization to  
3 remove offending vehicle(s) from his assigned parking stall,  
4 the offending vehicle(s) will be immediately towed.

5 3. Open Recreation Areas. Open areas are for the  
6 use of the owners, tenants, and their guests during posted  
7 hours.

8 a. Alcoholic Beverages. Except as to those  
9 times and places determined by the Board, the consumption of  
10 alcoholic beverages is prohibited in the common elements of the  
11 Project.

12 b. Camping. No camping or use of tents on the  
13 common elements of the Project is allowed at any time.

14 c. Fireworks. Use of fireworks of any kind  
15 anywhere in the Project is strictly prohibited at all times.

16 d. Barbecuing. Excepting only those areas  
17 designated by the Board, outdoor cooking shall not be permitted  
18 on the Project premises. Open fires are not permitted in the  
19 Project.

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22 D. NOISE AND NUISANCES  
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25 1. Noise and Nuisances Prohibited. No nuisance  
26 shall be allowed in the Project nor shall any use or practice  
27 be allowed which is improper or offensive in the reasonable  
28 opinion of the Board or which is in violation of the Bylaws or

1 these House Rules or which unreasonably interferes with or is  
2 an unreasonable annoyance to the peaceful possession or proper  
3 use of the Project by other apartment owners or occupants.

4           2.   Specific Rules.

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

10                   b.   Hours for Workmen. No workmen will be  
11 allowed in any buildings before 8:00 a.m. or after 7:00 p.m.  
12 except in an emergency.

13                   c.   Hours for Reduced Volume for Radios and  
14 Stereos. Radios, TV's, stereos, etc. in the apartments must be  
15 played at reduced volume after 10:00 p.m. and before 8:00 a.m.

16                   d.   Departure of Guests; Minimizing Noise.  
17 When guests of any apartment are leaving at night, noise must  
18 be kept at a minimum.

19                   e.   Reporting of Excessive Noise. Excessive  
20 noise at any time should be reported to the Board or Managing  
21 Agent (through the resident manager).

22           3.   Soliciting Prohibited. No soliciting, whether  
23 commercial or religious, is allowed in the Project. Report all  
24 solicitations to the Board or Managing Agent (through the  
25 Resident Manager).  
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3 E. SAFETY CONSIDERATIONS  
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6 1. No Objects to be Placed or Left in Common  
7 Elements. Apartment owners, tenants, and guests, shall not  
8 place or maintain in or upon the common elements of the Project  
9 any furniture, children's vehicles or object of any kind.

10 2. Supervision of Children. Children play at their  
11 own risk in the Project and must be accompanied by an adult at  
12 all times. Such risks may include ingesting poisonous foliage  
13 or sharp spines that may grow within the common elements.  
14 Parents are responsible for the actions of and will exercise  
15 control over their children. Children shall be allowed to play  
16 only in those areas designated as play areas for children by  
17 the Board.

18 3. Flammable or Dangerous Liquids. Inflammable  
19 fluids such as gasoline, kerosene or explosive materials or  
20 articles deemed hazardous to life, limb or property will not be  
21 brought into any buildings in the Project.

22 4. Overloading of Floors; Activities Which Would  
23 Invalidate Insurance. Nothing shall be allowed, done or kept  
24 in any apartment or in the common elements which would overload  
25 or impair the floors, walls or roofs or cause any increase in  
26 the ordinary premium rates or the cancellation or invalidation  
27 of any insurance maintained by or for the Association.

1           5.   Water Beds Prohibited. No water beds shall be  
2 permitted in any apartment in the Project.

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

8           7.   Right of Entry in Favor of Association. Every  
9 apartment owner, tenant, or guest hereby grants right of entry  
10 to the Managing Agent, and other persons authorized by the  
11 Board, in any event of an emergency originating in or  
12 threatening such apartment, whether or not such owner or  
13 occupant is present at the time. Keys must be furnished to the  
14 Managing Agent if requested by either the Board or the Managing  
15 Agent.

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19                   F.   AESTHETIC CONSIDERATIONS  
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22           1.   Cleanliness; Attractive Appearance of  
23 Apartments. All owners and tenants are responsible for the  
24 cleanliness and maintenance of their apartments. Said areas  
25 shall be maintained in a neat, attractive and sanitary  
26 condition.

27           2.   Window Cleaning. Except as may be otherwise  
28 provided by the Association, each apartment owner shall be

1 responsible at such owner's expense for cleaning of all of his  
2 apartment windows.

3           3.   No Objects to be Hung from Windows or Railings.

4 No clothes, bedding, carpeting or anything else shall be hung  
5 on or from windows or railings for any purpose. Nor shall  
6 clothing or laundry be hung in walkways or windows in such a  
7 manner as to be visible from roadways, walkways, and common  
8 elements.

9           4.   Trash Disposal. Food waste shall be disposed of  
10 through the garbage disposer, whenever possible. All other  
11 household trash shall be secured in plastic trash bags (except  
12 for dry paper, which need not be bagged) and placed in a trash  
13 chute or other designated receptacles. Refuse, garbage or  
14 trash of any kind shall not be placed or thrown in any common  
15 element of the Project.

16           5.   No Household Objects to be Placed Outside  
17 Apartments. No garbage cans, household or commercial supplies,  
18 excess items, or similar articles shall be placed outside any  
19 apartment in a place where they can be seen from outside any  
20 apartment, except as the Board shall prescribe.

21           6.   No Objects to be Placed in the Common Elements.  
22 No items of personal property, including shoes or slippers at  
23 corridor unit entries, baby carriages, bicycles, surfboards,  
24 packages, boxes or crates shall be left or allowed to stand on  
25 any of the common elements of the Project, except as may be

1 specifically permitted by the Declaration, the Bylaws or these  
2 House Rules. Articles of any kind left in any common element  
3 may be removed by the Board without notice at the owner's risk  
4 and expense.

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

10           8. Curtains and Drapes. Curtains, curtain liners  
11 or drapes in apartments which are visible from the exterior of  
12 the building shall be white in color unless otherwise specified  
13 by the Board, from time to time, in conformity with the  
14 aesthetics of the Project.

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16           9. Security Devices. No metal security bars or  
17 gratings or similar security devices may be placed on or about  
18 any exterior doors or windows of any apartment.

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20           G. BUILDING REPAIRS, MAINTENANCE, AND MODIFICATIONS

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22           1. Repairs and Maintenance.

23           a. Apartment Owner's Duty to Repair and  
24 Maintain. Every apartment owner from time to time and at all  
25 times shall perform promptly all repair and maintenance work  
26 within his apartment, the omission of which would adversely

1 affect any common element or any other apartment, and shall be  
2 responsible for all loss and damage caused by his failure to do  
3 so.

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

11                   c. Repairs Affecting Common Elements. Any  
12 repairs or maintenance which may affect the common elements  
13 shall be performed by a licensed contractor.

14                   2. Modifications and Additions. No modifications  
15 or additions to any apartment shall be permitted without the  
16 prior written permission of the Board.

17                   a. Signs. Except as permitted by the Board,  
18 owners or tenants shall not place any signs of any kind,  
19 including without limitation "For Sale" or "For Rent" signs, in  
20 or on buildings, in windows, or in or upon any common element  
21 or limited common element in the Project.

22                   b. Board May Require Plans and Specifications.  
23 The Board may require the presentation of plans and  
24 specifications prepared by a registered architect or engineer

1 prior to approval of any modification, alteration or addition  
2 to any apartment in the Project.

3 c. Work Must be Performed by Licensed  
4 Contractors Where Common Elements May be Affected. Any  
5 alteration work which may affect the common elements shall be  
6 performed by a licensed contractor and only upon prior written  
7 approval by the Board or Managing Agent.

8 d. No Attachment of Objects to the Exterior  
9 Without Continuing Board Approval. No owner or tenant, except  
10 with the continuing written consent of the Board, shall permit  
11 the attachment, hanging, projection or protrusion of any  
12 object, apartment numbers, name plates or other signage,  
13 garments, wiring or other device for electrical, telephone, or  
14 television installations, machines, or other equipment or  
15 appurtenances on the exterior of any building in the Project or  
16 protruding through the walls, windows or roof thereof.

17 e. Potted Plants. Potted plants may not be  
18 placed in any of the following areas: (i) planted areas in  
19 front of or next to mail kiosks (structures for mail and  
20 electric meters); (ii) lawn and landscaped areas next to or in  
21 front of buildings; (iii) stairways; (iv) driveways; (v) plant  
22 dividers between driveways, if any; (vi) sidewalks and walkways  
23 adjoining entry ways or stairways; (vii) railings or upper  
24 entryways, lanais, or any other areas where the positioning of  
25 plants may present a safety hazard.

1                   f.     Board May Require Removal of Unauthorized  
2 Work. The Board may inspect any work and may order the removal  
3 of any work which has not been approved or which may adversely  
4 affect the common elements or the exterior appearance of the  
5 Project.

6                   g.     No Roof Access. No persons (other than  
7 authorized tradesmen and technicians) shall be allowed on the  
8 roof of the Project for any purpose.

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10                                 H.   POOL RULES

11                 1.     Guests and Hours. Guests are limited to a  
12 maximum of four (4) per apartment, unless prior approval is  
13 obtained from the Resident Manager's office. The pool and  
14 surrounding area is for the exclusive use of the apartment  
15 owners, residents and their guests between the posted hours.  
16 Guests other than resident guests must be accompanied by an  
17 adult resident.

18                 2.     Liability. Residents and guests shall use the  
19 swimming pool at their own risk. Personal belongings, such as  
20 towels, sun glasses, books, etc. shall be removed upon leaving  
21 the pool area. The Association will not be responsible for  
22 claims made for the loss of such items or any other items left  
23 unattended in the pool area.

24                 3.     Conduct. Horseplay, running, screaming or other  
25 boisterous conduct, and splashing of water (other than

1 splashing accompanying normal swimming) shall not be permitted  
2 in the pool area.

3           4. Noise. Radios, cassette recorders, tape decks,  
4 etc. will not be permitted in the pool area (except when used  
5 with earphones).

6           5. Smoking. No smoking shall be permitted in the  
7 pool.

8           6. Swimming Only. No toys, balls, flotation  
9 devices (except flotation devices which are Coast Guard  
10 approved for safety purposes) are permitted in the pool. No  
11 bicycles, tricycles, skates, skateboards or other wheeled  
12 vehicles are permitted inside the pool area. No scuba or  
13 snorkeling equipment shall be allowed in the pool.

14           7. Swim Wear. Only acceptable swim wear (no nudity  
15 regardless of age) will be allowed in the pool or pool area.  
16 Cutoff jeans or undergarments are not permitted to be worn in  
17 the pool or pool area. Children who are not toilet trained  
18 must wear a diaper that is covered by a snug-fitting,  
19 waterproof outer cover garment.

20           8. Food. No food or chewing gum shall be allowed in  
21 the pool or pool area. Breakable glass containers shall not be  
22 left unattended in the pool area.

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1 I. GENERAL RULES AND REGULATIONS

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3 1. Registration of Occupants. Owners, tenants, and  
4 other occupants shall file their name, address, phone number  
5 and signature with the Managing Agent upon purchasing and/or  
6 commencing occupancy of an apartment and shall furnish the  
7 Board and/or the Managing Agent with such other reasonable  
8 information as shall be requested from time to time.

9 2. Access to Apartments by Managing Agent. The  
10 Managing Agent is not required to give access to apartments or  
11 buildings without the written permission of a responsible  
12 owner, tenant or other occupant.

13 3. Maintenance Employees of the Association.  
14 Maintenance employees of the Association are under the sole  
15 direction of the Managing Agent and the Board. During pre-  
16 scribed hours of work they shall not be diverted to the private  
17 business or employment of any owner, occupant, tenant or guest.  
18 No maintenance employee shall be asked by an owner, occupant,  
19 tenant or guest to leave the common elements.

20 4. Fire and Other Emergency. If the immediate  
21 service of the police, fire department, ambulance or doctor is  
22 required, that agency should be called directly. Any  
23 emergency, particularly such as flooding, fire or theft, should  
24 be brought to the immediate attention of the Managing Agent or  
25 Resident Manager.

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2 J. VIOLATIONS OF THESE RULES  
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4 1. Reporting Violations and Damages.

5 a. Reporting of Violations. All corrective  
6 actions regarding violations of the House Rules or damage to  
7 the common elements will be enforced by the Board and should be  
8 reported promptly to the Board, the Managing Agent or Resident  
9 Manager.

10 b. Damage to Common Elements. Damage to  
11 common elements shall be surveyed by the Board or the Managing  
12 Agent at the direction of the Board and the cost of repair or  
13 replacement thereof and any legal fees incurred may be assessed  
14 by the Board against the person or persons responsible,  
15 including without limitation, any apartment owner, for damages  
16 caused directly or indirectly by his tenants or such apartment  
17 owner's (or his tenant's) family members, domestic servants,  
18 employees, agents or guests.

19 2. The Violation of Any of These Rules and  
20 Regulations Shall Give the Board, the Managing Agent or Their  
21 Agents the Following Rights:

22 a. Right to Enter Apartments. The right to  
23 enter the apartment and/or limited common elements in which, or  
24 as to which, such violation or breach exists and to summarily  
25 abate and remove, at the expense of the apartment owner deemed

1 to be responsible for such violation (whether or not such  
2 violation is caused by the apartment owner or any person for  
3 whose conduct the apartment owner may be responsible), any  
4 structure, thing or condition that may exist therein contrary  
5 to the intent and meaning of the provisions hereof, and the  
6 Board and/or the Managing Agent and/or their agents shall not  
7 thereby be deemed to have committed any manner of trespass;  
8 and/or

9                   b. Right to Institute Legal Proceedings. The  
10 right to enjoin, abate or remedy such violation by appropriate  
11 legal proceedings, either at law or in equity. Any such  
12 violation, and all costs thereof, including attorneys' fees,  
13 shall be borne by the apartment owner deemed to have caused or  
14 to be responsible for such violation (whether caused by the  
15 apartment owner or by any person for whose conduct the  
16 apartment owner may be responsible).

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20                   K. AMENDMENTS

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22                   These Rules and Regulations may be amended only by a  
23 majority of the Board at a duly called meeting of the Board.  
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