


**ADOPTION OF HO`OPILI
MASTER ASSOCIATION RULES**

D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. Horton-Schuler Division, Declarant (“Declarant”) under that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho`opili recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on January 3, 2017, as Document No. T-9864231, as amended, modified or supplemented from time to time (the “Master Declaration”), as contemplated by Section 6.5 of the Master Declaration, does hereby adopt and promulgate the attached Ho`opili Master Association Rules as the Master Association Rules for the Ho`opili community, subject to Declarant’s reserved right to amend the same.

This Adoption of Ho`opili Master Association Rules is made effective this 6th day of JUNE, 2017.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION CORPORATION,
a Delaware corporation
Its Manager

By 
Robert Q. Bruhl
Division President, Hawaii Division

**HO`OPILI
MASTER ASSOCIATION RULES**

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HO`OPILI MASTER ASSOCIATION RULES

I. PURPOSE OF THESE RULES

The purpose of these Master Association Rules (these “**Rules**”) is to protect all Owners and Occupants of the Ho`opili community (the “**Community**”) from annoyance and nuisance caused by improper use of the Lots, Common Area, Recreation Use Areas, recreational areas, recreation buildings, recreation facilities, or Community parks along with any facilities associated therewith (“**Community Parks**”), and also to protect the reputation and desirability of the Community and to provide for the maximum enjoyment of the Community. These Rules supplement, but do not change, the obligations of Owners and other persons using the Community as set forth in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Ho`opili (the “**Declaration**”) and the Bylaws of Ho`opili Community Association (the “**Bylaws**”). In the event of any inconsistency between these Rules and the Declaration and the Bylaws, the Declaration and the Bylaws, in that order, will prevail. The Board of Directors (the “**Board**”) of the Ho`opili Community Association (the “**Master Association**”) has the authority to make such other rules or to amend these Rules from time to time as the Board deems advisable for the safety, care and cleanliness of the Community and for securing the comfort and convenience of all the Owners of the Community, as provided in the Declaration.

These Rules shall apply to all Lots in Subdistricts consisting of or identified as Residential Use Areas, Transit Oriented Development Use Areas, and/or Residential-Commercial Mixed-Use Areas (collectively, “**Residential Lots**”), the Owners and/or Occupants of the Residential Lots, and to all Common Area, Recreation Use Areas, recreational areas, recreation buildings, recreation facilities, and Community Parks (“**Common Area**”), excluding Declarant and Exempt Property, and except to the extent provisions of a Supplemental Declaration may provide otherwise, in which event the Supplemental Declaration shall control as to the portion of the property within the Subdistrict covered by the Supplemental Declaration; provided, however, that neither the Board nor the managing agent engaged by the Board for management and operation of the Community (the “**Managing Agent**”) shall be responsible for any noncompliance with or violation of these Rules by Owners, occupants, or their guests.

The full or partial authority and responsibility for enforcing these Rules may be delegated by the Board to a resident manager (the “**Resident Manager**”), if hired, the Managing Agent or and enforcement committee, if established.

These Rules shall not restrict the Declarant's activities in anyway except as specifically and particularly described and are at all times subject to Declarant's reserved rights as described in the Declaration. Terms with initial capitalization not otherwise defined in these Rules shall have the meanings afforded for those terms in the Declaration.

All mentions of the term “Owner” apply equally to “Occupants” and the Owner's and Occupant's family members, tenants, guests, invitees, or employees as appropriate, unless otherwise specified.

II. TERMINOLOGY

The terms used in these Rules shall have the meanings given to them in the Declaration or Bylaws, except as otherwise expressly stated herein or clearly required by the context.

III. GENERAL RULES

1. **Observance of Law; Declaration and Bylaws.** Each Owner, and all users of the Common Area, will at all times observe, perform and abide by all laws, ordinances, rules and regulations now or hereafter made by any governmental authority and all restrictions, covenants, conditions, and provisions of the Declaration, the Bylaws, these Rules and any agreements, decisions and determinations duly made by the Association. The Owner shall be responsible if expenses are incurred due to violations of these rules by such Owner's Occupants, tenants, family members or guests or the family members or guests of such Occupant, tenants, family members, or guests. For the sake of clarity, the Master Board may at its election enforce all the provisions of the Declaration and the Bylaws according to the procedures established in these Rules.
2. **Occupants and Guests.** Owners are at all times responsible for the reasonable conduct of their Occupants, which, for the sake of clarity and emphasis, includes the Owners' family, guests and tenants. Owners are also at all times responsible for the reasonable conduct of their Occupants' tenants and guests and anyone else in lawful possession of any portion of the Property via the Owner.
3. **Employees of the Association.** Maintenance employees of the Association are under the sole direction of the Board and the Managing Agent, and during prescribed hours of work, they shall not be diverted to the private business or employment of any individual Owner. No Owner may require an employee of the Association to leave the Common Area of the Community or to perform any personal tasks.
4. **Clotheslines.** No clotheslines or other outside clothes drying or airing facilities shall be permitted on any part of the Common Area or so as to be visible from other Lot or the Common Area of the Community.
5. **Noise, Nuisances and Hazards:**
 - a. Hazards. No Owner shall use or permit to be brought into the buildings or Common Area of the Community anything deemed hazardous to life, limb or property, such as gasoline, kerosene, naphthalene or other combustibles of like nature, nor any gunpowder, fireworks or other explosives. No activity shall be engaged in and no substance introduced into or manufactured within the Community which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rates on the Community, if any.
 - b. Nuisances. No nuisances shall be allowed on the Community and no activity or condition shall be allowed which is improper or offensive in the opinion of the Board or which is in violation of the Declaration, the Bylaws or these Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community by other Owners.

- c. Disturbances. Owners shall not cause excessive noise of any kind and shall be considerate of other Owners at all times. Owners shall not make or cause, or, for the sake of clarity, permit their families or their guests to make or cause, noises that will unreasonably annoy or interfere with the rights, comfort and convenience of other Owners.
 - d. Construction Days and Time.
 - Monday – Saturday : 7:00 a.m. – 6:00 p.m.
 - Sunday and Holidays : Not permitted unless in an extreme emergency.
6. **Fireworks.** There shall be no shooting of fireworks of any type at any time in, from or around the Community.
7. **Public Ways, Roadways, Parking Areas, Garages:**
- a. Public Ways. The sidewalks, driveways, paths, and passageways of the Community must not be obstructed or used for purposes other than ingress and egress. Items of personal property shall not be left, parked or allowed to stand in any part of the Common Area so as to interfere with ingress and egress. Items left in violation of this Section will be removed at the Owner's risk and expense at the direction of the Board. Bicycles, skateboards and related vehicles shall not be operated on walkways or sidewalks, excepting those areas designated for such use, or within the parking areas. Owners shall comply with all rules adopted by the Board applying to all streets within the Community.
 - b. Maintenance of Spaces/Driveways. Owners shall be responsible for the cleanliness of their respective garages, driveways, including the removal of any grease build-up on driveways or driveway aprons. No personal items, such as lumber, crates, potted plants, furniture, storage containers, or recreational equipment, shall be stored in driveways. Without in anyway limiting the foregoing, Owners shall likewise be responsible for maintaining any and all driveway aprons associated with their Lot.
 - c. Observance of Signs. Drivers within the Community shall observe all traffic signs posted in the Community, whether by the appropriate authorities of the County or by the Association. Vehicles shall not travel at speeds greater than the speed limit established by law while within the Community.
 - d. No Impeding of Access. No vehicles belonging to an Owner a family member, tenant, guest, or employee of an Owner shall be stopped or parked so as to extend into any portions of the Roadways or sidewalks, or impede or prevent ready access to any entrance or any exit from the Community or to another Owner's Lot by another vehicle.
 - e. Parking in Proper Place. No parking is allowed on any Roadway except in designated areas (e.g., parking permitted zones on public streets). Boats, non-vehicular and personal items must be stored either within an enclosed garage or outside the Community. Vehicles parked in

unauthorized areas may be towed away at the expense of the Owner or operator thereof. No Owner or guest may park in another Lot's driveway without written permission from the Lot Owner, which permission must be on file with Managing Agent or with the Resident Manager.

- f. Parking in Driveways. Parking in driveways servicing only a single Dwelling Unit or Lot, if any, is permitted as long as sidewalks and passageways are not obstructed. No parking is permitted (i) on driveways servicing more than a single Dwelling Unit or Lot.
 - g. Prohibited Vehicles. Prohibited Vehicles, defined in the Declaration, shall not be parked, stored, or kept in any parking area or other areas in the Community except within designated areas such as Commercial or Industrial Use Areas or as permitted by a Supplemental Declaration.
 - h. General Restrictions. There shall be no parking in the Community that obstructs free traffic flow, vehicular or pedestrian, constitutes a nuisance, violates these Rules or the Declaration, or creates a safety hazard. Any vehicle parking on one of the Community Roadways over 48 hours in the same spot may be subject to tow at the vehicle owner's expense.
 - i. Condition of Vehicles. No maintenance, repair, restoration, or construction of any automobiles, motorcycles or other motor vehicles shall be permitted on the Community Roadways or in driveways of Lots; provided (i) a battery may be changed or replaced, or (ii) a flat tire may be changed. All vehicles parked in the Community shall be in operating condition with a current vehicle license and safety sticker required by law.
 - j. Towing of Vehicles. The Board and the Managing Agent are authorized to have towed away or removed at the Owner's expense any vehicle or equipment parked, located or used in violation of these Rules and shall not be subject to any claim for liability or damage in the exercise of such authority.
 - k. Leaking. No vehicle may leak oil onto the Community Roadways. Any vehicle found leaking oil will be responsible for removing oil from affected area at resident's expense and/or repairing any damage resulting from the oil leakage. Any vehicle leaking oil is not permitted to park on the Community Roadways until such vehicle oil leak has been repaired.
8. **Vehicle noise.** No racing of motors shall be permitted and all motor vehicles, including motorcycles and mopeds, shall be equipped with quiet mufflers. No music is allowed to be audible from outside of vehicles while traveling through, parked or standing in Ho'opili. There shall be no excess acceleration of vehicles.
9. **Soliciting.** No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community unless approved by the Board or authorized by the Declaration.

IV. Rules Generally Applicable to Common Area. The following rules are generally applicable to the Common Area, but shall also apply to the Residential Lots and Owners thereof to the extent necessary or as mentioned in the following rules:

1. **Signs On Common Area.** No Owner may erect, affix or place any signs or other advertising materials in front of or on the Common Area, without the prior approval of the Board. Commercial Signage is controlled by the Signage Guidelines and is permitted to the extent approved by the Commercial Use Committee.
2. **Removal of Items.** Any item creating a nuisance or hazard within the Common Area shall be removed promptly upon the request of the Board or the Managing Agent.
3. **Protection of Common Area.** Furniture, furnishings and equipment, if any, within the Common Area have been provided for the safety, comfort and convenience of all Owners and shall not be altered, extended, removed or transferred to other areas without permission from the Board or the Managing Agent.

V. Rules Generally Applicable to Residential Lots. The following rules shall apply to Residential Lots, but shall also apply to the Common Area to the extent necessary:

1. **Aesthetics.** No Owner shall permit an unsightly condition to be maintained in open view from Owner's Lot or any adjoining Common Area of the Community. *For the purpose of this provision, "unsightly condition" includes, but is not limited to, the following: litter; trash containers, except as specifically provided; broken or excessively scarred furniture; inoperative or broken vehicles, machinery or equipment or parts thereof; non-decorative gear (e.g., sporting or hiking gear), equipment, cans, bottles, ladders, crates or barrels, uncovered barbeque facilities (including damaged or tattered or discolored covers); unshaded or improperly shaded lights that create objectionable glare; and weeds, untrimmed grass and other uncultivated plant life.*
2. **Lost Property.** Neither the Board nor the Managing Agent or Resident Manager, if any, is responsible for packages or other deliveries or personal property left unattended or left with any employee of the Association.
3. **Occupancy of Lots and Dwelling Units:**
 - a. Record of Occupancy. Each Owner shall file their name, address and phone number with the Board or the Managing Agent upon purchasing or taking occupancy of a Lot or any portion of the Property. For the sake of clarity, this provision also applies to Occupants, but not the guests of Owners or Occupants.
 - b. Transfer Fee. Each Owner of a Lot shall provide the Master Association with advanced written notice of the proposed Record title transfer, identifying the escrow established to effect the same. The Master Association will levy a "transfer fee" (currently, \$150) to update its records

of ownership concurrent with such title transfer. A settlement demand for payment of the transfer will be submitted to and disbursed by the escrow. To the extent unpaid, the transfer fee shall constitute a Special Assessment in respect of the Lot transferred.

- c. Number of Occupants. Residential, commercial and other occupancies shall be in accordance with any limitations imposed by Federal, State or municipal law or ordinances and the Declaration and Bylaws.
- d. Absent Owner. An Owner shall be responsible for designating a local agent to represent such Owner's interest if such Owner will be absent from the Lot for more than thirty (30) days (such designated person is "**Owner's Agent**"). The Owner shall file with the Managing Agent such Owner's address and telephone number and the address and telephone number of the Agent.
- e. Children. Owners are responsible for the conduct of their respective children at all times and shall ensure that the children's behavior is neither offensive to any Owner nor damaging to any portion of the Community. Children are not permitted to play in parking areas.
- f. Guests. Owners are responsible at all times for the reasonable conduct of their family members, guests, invitees and employees.
- g. Nameplates. Residential Lot nameplates, including those affixed to mailboxes, shall be placed only in places and in the form approved by the Board and are subject to the size restrictions in established in the Design Guidelines.
- h. Security. Any person who entrusts the key to an improved Lot, vehicle or other item of personal property to an employee of the Board or of the Managing Agent, does so at the sole risk of such Owner and neither the Board nor the Managing Agent shall be liable for any resulting injury, loss or damage of any nature whatsoever.
- i. Emergencies. If the immediate services of the police department, the fire department, an ambulance or doctor are required, the desired agency or person should be called directly. Any emergency, particularly such emergencies as flooding, fire, theft, etc., should also be brought to the attention of the Managing Agent or the Resident Manager, if any.
- j. Electrical Equipment. All radio, television or other electrical equipment of any kind or nature installed or used in each Lot shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction and the Owner shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Owner's Lot.

4. Rules Applicable to Rentals/Temporary Occupancy:

- a. Use By Lessees, Tenants and Guests. Owners who permit occupancy of their Lot by others shall convey a copy of these Rules to the Occupant (which, for the sake of clarity, includes any, guests or tenants). Each Owner shall be responsible for the actions or omissions of all Occupants of Owner's Lot and their guests, and shall be responsible for assuring compliance by the Occupant with all of the provisions of the Declaration, any Supplemental Declaration, the Articles, Bylaws, these Rules and the Design Guidelines, all as amended and supplemented from time to time, and shall be jointly and severally responsible for any violations by such persons thereof.
- b. Conduct of Tenants and Guests. An Owner shall, upon the request of the Board, immediately abate and remove, at the Owner's expense, any structure, thing or condition that may exist with regard to the occupancy of a Lot by Owner's Occupants, which, for the sake of clarity, include, tenants and/or guests, contrary to the intent and spirit of these Rules. If the Owner is unable to control the conduct of such Occupants, the Owner shall, upon request of the Board, immediately remove such Occupants from the Community, in the event of routine violation of these Rules without compensation for lost rentals or any other damage resulting from such removal.
- c. Appointment of Local Agent. Each Owner shall be responsible for designating a local agent to represent the Owner's interests if such Owner's residence is outside the State of Hawaii. Such Owner shall file with the Board the name, address and telephone number of Owner's agent.
- d. Notice. The Board shall be notified by the Owner or Owner's agent of the name and duration of stay of any tenant or guest.

5. Pets:

- a. Pets. Only a reasonable number of common household pets, as described in the Declaration and Bylaws, may be kept by an Owner on their respective Lots. Pets shall always be on a leash in any Common Area of the Community. Owners shall be responsible for the immediate and proper removal and disposal of all fecal matter of pets.
- b. Breeding. Pets shall not be kept, bred or used for any commercial purpose.
- c. Damage. Any personal injury or property damage to the Common Area caused by a pet will be the full responsibility of the pet owner and the Owner of the Lot in which the pet is kept.

- d. **Nuisance; Removal.** Any pet that is a nuisance or causes unreasonable disturbance to any Owner or causes damage to the Community shall, following a request by the Board, be removed by the pet owner or the Owner of the Lot in which the pet is kept. For the purpose of this Section, a consistent failure to immediately and properly remove and disposal of all fecal matter of pets may be considered a nuisance. Any dog barking or cat meowing for 15 minutes continually or 30 minutes intermittently shall constitute a pet nuisance violation. Without limiting the foregoing in anyway, upon a 3rd violation, the Board may require the pet owner to remove the pet from the Community. An Owner must be violation free for 90 days from first violation date to reset pet removal process.
6. **Window treatment.** Windows must have some form of window treatments. Window treatments may be vertical blinds, horizontal blinds, wooden blinds, bamboo blinds, or cloth draperies. Outward facing colors of window treatments must be white, off white, natural wood colors or solid earth tones. Window treatments must be able to cover entire window when closed.
7. **Roadway Landscape Easement Areas and Planting Strip Areas.** No Owner of a Lot shall interfere in any way with the landscaping and maintenance of any Roadway Landscape Easement Area or Planting Strip Area.
8. **Signs On Lots.** No sign of any kind shall be displayed to the public view from any Lot or Unit without the approval of the DRC or CUC, as applicable.
9. **Garbage.** No garbage or trash shall be kept, maintained or contained in any Lot so as to create a strong or offensive odor or be visible from another Lot or the Roads except temporarily, in containers approved for pickup. Containers may be placed out for collection no earlier than 6 pm the day before scheduled trash collection, and must be returned to Owner's property no later than 12:00 a.m. the day following trash collection. No incinerators shall be kept or maintained in any Lot. Non-commercial, non-odoriferous, contained and reasonably concealed composting and mulching shall be permitted.
10. **Drainage.** No Owner shall erect, construct, maintain, permit or allow any fence or other Improvement or other obstruction that would interrupt the existing drainage of the land.
11. **Temporary Buildings.** No trailer, basement of any incomplete building, tent, shack, garage or barn, and no temporary buildings or structures of any kind, shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of Improvements on any property shall be removed immediately after the completion of construction.
12. **Guns and Projectiles.** The discharge of firearms, including blanks, and other projectiles within the Property is prohibited, except by police officers and security personnel while acting in their official capacities. The term "**firearms**" includes "B-B" guns, pellet guns of any kind, and other firearms of all types, regardless of size. The term "**projectiles**" includes, but is not limited to, sling shots and bows and arrows, regardless of size.

13. **Advertising.** No Owner or lessee shall employ any advertising medium which can be heard outside of Owner's Lot, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, compact disc players, radios, or television. No Owner or lessee shall distribute, or cause to be distributed, any handbills or other advertising device in the Common Area or on the public sidewalks, walkways or streets within the Community, unless approved by the Commercial Use Committee.
14. **Drones.** No Owner or lessee shall operate a drone device of any kind or nature (whether operated by licensed operator or not) over the Common Area or any public areas in the Community or in a manner that permits a line of sight from the drone into any adjacent property or Lot.
15. **Garages.** No garage shall be used for other than the parking of trailers, transportation vehicles or recreational vehicles, provided, however, that a garage may be used for laundry, storage purposes or minor repairs not otherwise prohibited, so long as such use is not visible from any sidewalk or Roadway. No garage shall be used for living, cooking or sleeping purposes. Generally, garage doors, if any, should remain closed except when entering and exiting and during the loading and unloading of personal property. Garage doors must be kept closed after 9:00PM (except to enter and exit a vehicle or trash bin).
16. **Parties – Yard Usage.** All outside social gatherings and parties shall be held in fenced areas only. Barbequing, outdoor cooking, or playing of audible music permitted in fenced areas only. Any exceptions to the above stated policies must have the approval of the Board.
17. **Lights.** No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Lot which in any manner will allow light to be directed or reflected on any other Lot, except as may be expressly permitted by these Rules or the applicable Design Guidelines. Exterior lighting should be designed to conserve energy while maintaining night-time safety, utility and security, with a view to avoid light pollution. Lighting shall comply with the UDP. To the greatest extent possible, landscape lighting should be designed to minimize light pollution. Up-lighting and/or unshielded lighting is to be avoided. Lighting shall provide appropriate levels of intensity and use full cutoff shields to prevent glare, atmospheric lighting, and light trespass onto adjacent properties or onto the public right-of-way
18. **Antennas.** No radio, television or other antennas of any kind or nature, or device for the reception or transmission of radio, microwave or other similar signals, shall be placed or maintained upon any Lot except as may be permitted under the rules and regulations promulgated by the Federal Communications Commission pursuant to Section 207 of the Telecommunications Act of 1996 and may be installed only in accordance with the Design Guidelines.
19. **Fires.** Other than barbecues in properly constructed barbecue pits or grills, and fire pits complying with the Design Guidelines, or as otherwise expressly permitted in these Rules, no open fires shall be permitted on Lots nor shall any other similar activity or condition be permitted which would tend to increase the insurance rates for the Master Association or for other Owners.

20. **Landscaping and Maintenance.** Each Owner shall install and keep all appropriate areas of the Lot (including Front Yards, sidewalks, gutters and setback areas to the extent not maintained by the Master Association or Subdistrict Association) landscaped and shall keep all shrubs, trees, hedges, grass and plantings of every kind located on such Owner's Lot (including Front Yards and setback areas) neatly trimmed, shall keep all such areas properly cultivated and free of trash, weeds and other unsightly material and shall maintain all paved and concrete areas, including driveways and parking areas, in good condition and repair. No trees planted by Declarant shall be removed, replaced or relocated without the prior written consent of Declarant. Each Owner shall be responsible for the proper maintenance and care of any trees planted on Owner's Lot.
21. **Machinery and Equipment.** No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot except: (i) such machinery or equipment as is usual and customary in connection with the use, maintenance or construction (during the period of construction) of a Dwelling Unit, appurtenant structures, or other Improvements; or (ii) that which Declarant or the Master Association may require for the development operation and maintenance of the Property.
22. **Tanks, Dumpsters, Etc.** All dumpsters, above ground tanks, and other similar items shall be located or screened so as to be concealed from view of any other Lot or adjacent Roadway.
23. **Refrigerators/Freezers/Washers/Dryers.** Refrigerators, freezers, washers, and dryers may be located in garages, if any. They shall not be located in carports, if any, or lanais so as to be visible from the street or neighboring properties.

VI. COMMUNITY PARK RULES

1. Responsibility of Users

The Community Parks are for the private use of the residents in this Community, although from time to time certain parks may be closed for special functions. Since there will be numerous families living in the Community, there needs to be some common sense rules concerning the utilization of the Community Parks when the parks are open for use by the residents. Care and consideration for neighbors should be taken when using these parks. In certain Community Parks, playground equipment for children may be installed. Use of the Community Parks and equipment by Owners, their family members and guests shall be solely on the basis that such Owners, for themselves, their families and guests are responsible for the appropriate supervision and use of the Community Parks and playground equipment, if any, and all guests shall be accompanied by Owners in this Community. Such use shall constitute an agreement that such Owners for themselves, and for their guests and minor children, waive and release and will indemnify and defend Declarant, the Master Association and its employees from any responsibility or liability, in any way whatsoever, for all injuries that may be occurred, directly or indirectly from the use of the Community Parks and playground equipment, if any, by such Owner, residents, and their guests and minor children. Declarant, the Master Association and their employees and/or officers are not responsible or liable for any injuries or death sustained within the Community Parks.

2. General Park Rules and Regulations

- a. Children. An Owner shall be responsible for the conduct of such Owner's children at all times and shall ensure that their behavior is neither offensive to any Owner nor damaging to any portion of the Community. Children are not permitted to play in any parking areas serving the Community Parks, if any.
- b. Emergencies. In the event of an emergency within the Community Parks, the police department, the fire department, an ambulance or doctor as required, should be called directly. Any emergency should also be brought to the attention of the Board and/or the Community's managing agent.
- c. Soliciting. No soliciting of goods and services, or religious or political activities shall be permitted on or at the Community Parks unless approved by the Board.
- d. Signs. No Owner may erect, affix or place any signs or other advertising materials in front of or within the Community Parks.
- e. Fireworks. There shall be no shooting of fireworks of any type at any time in, from or around the Community Parks.
- f. Trash Disposal. Garbage, rubbish and other trash shall be disposed of only in receptacles or plastic bags, and must be placed only in areas provided therefor. Trash containing food shall be securely wrapped before being placed in a receptacle, if any. There shall be no littering in the Community Parks.
- g. Pets. The Community Parks are for use by the Owners of the Community. Pets are allowed in the Community Parks, but must be carried or kept on leash. Each Owner is responsible for cleaning up after their pets.
- h. Hours of Use. The Community Parks shall be open from 7:00 a.m. to 7:00 p.m. or dusk, whichever occurs earlier. There shall be no loitering in the Community Parks beyond the hours of operation.
- i. Cleanliness. Each Owner shall be responsible to clean up after their use of the Community Parks and to deposit any such trash in the appropriate trash containers.
- j. No Glass. There shall be no glass containers or drinking glasses in the Community Parks.
- k. No Smoking/Alcohol. Smoking is not allowed in the Community Parks. There shall be no alcohol in the parks (whether being consumed or not).

- l. Music. The playing of musical instruments by persons not being paid or music played via personal speakers, such as through an ipod or other such portable music-storage device and any equipment connected to such device, shall be allowed only at a reasonable volume, which in no event shall exceed the volume allowed by law. In no event shall live music be played via an amplifier without approval of the Board. Professional music shall not be allowed unless approved by the Board. In the event of any noise complaints, all Community Park users must cease all music at the request of the Board, Managing Agent, Resident Manager, Declarant, or their agents.
- m. Organized Use of Community Parks. Subject to subsection VI.2.n. below, any Owner family and a reasonable number of invited guests may use a Community Park so long as such use does not interfere with other Owners' reasonable use. Any guests of Owners using a Community Park must be accompanied by the Owner at all times. However, any use of a Community Park for organized games must be arranged with the Board. No outside groups shall be allowed to utilize a Community Park without the express authorization of the Board.
- n. Declarant Use of Community Parks. Declarant has the right to close any Community Park and/or any Common Area for special functions and restrict access to such functions, including by a requirement for payment of an entry fee.
- o. No overnight bike parking. Bicycles may not be parked in the Community Parks overnight, and specifically may not be parked in Community Parks when the parks are closed from 7 p.m. to 7 a.m.

3. Special Use Parks. In any Community Park or "tot lot" containing playground equipment, all minors in the such parks must be supervised by a guardian or adult over the age of 18 years old. There shall be no bicycles, skating, skateboards, dogs or other animals in the tot lot. Also, the use of metal cleats is not allowed on any rubberized surface.

4. Noise, Nuisances and Hazards

- a. Hazards. The Community Parks are likely to be used by persons of all ages. No Owner should bring anything to a Community Park which might be hazardous to life, limb or property. These types of items include, without limitation, gasoline, kerosene, naphthalene or other combustibles of like nature, gunpowder, fireworks or other explosives. Further, no Community Parks should be used in any manner which might result in a violation of the law or in the cancellation of the insurance or increase the insurance rates on the Community, if any.
- b. Nuisances. The Community Parks should be used in a manner that does not result in a nuisance to other users and surrounding Owners. Because the effect of such uses are particularly personal and subject to various interpretations, no activity or condition shall be allowed in the Community Parks which is improper or offensive in the opinion of the Board or which is in violation of the Declaration. In interpreting this provision, the Board

shall seek to prohibit any use in the Community Parks which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Community Parks by the Owners of the Community.

- c. Disturbances. When using the Community Parks, Owners shall not cause excessive noise of any kind and shall be considerate of other occupants at all times. Owners shall not make or cause, or permit their families or their guests to make or cause, noises which will unreasonably annoy or interfere with the rights, comfort and convenience of other occupants. Also, no audio devices, televisions, or musical instruments may be operated in the Community Parks to create excessive noise or nuisance.
- d. No Solicitation. No solicitation or canvassing is permitted in or about the Community Parks at any time.

VII. Recreational Facilities Rules

The use of all recreational facilities shall be at the sole risk of Owners. The Master Association and its Board shall assume no liability for any loss or injury that might occur while using the recreation facilities. Parents and/or guardians are expected to utilize reasonable judgment in determining that their children are adequately and safely supervised whenever they are present at the recreation facilities. The recreation facilities are available during the hours listed below:

❖ **All Community Pools:**

Tuesday, Thursday, Friday, Saturday and Sunday:

08:00 AM to 10:00 AM (Available for adult swim only)

10:00 AM to 09:00 PM (Open to everyone)

Monday and Wednesday:

10:00 AM to 09:00 PM*

**** On Mondays and Wednesdays, the Community Pool will open at 10 am instead of 8 am to allow for cleaning of the facility***

- ❖ Any and All Multifunction Rooms or Community Centers (collectively "Multifunction Rooms"): Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday
10:00 AM to 9:00 PM

(Two (2) Rental Periods for any Multifunction Room are available each day – 10am to 3pm and 4pm to 9pm)

The Multifunction Rooms will not be available for reservation on the following major holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
Presidents Day	Veterans Day

Memorial Day	Thanksgiving Day
Mother's Day	Christmas Day
Father's Day	Day after Christmas Day

1. GENERAL RECREATION FACILITY RULES

- a. Access to the recreation facilities, unless otherwise expressly stated herein, is intended to be for Owners and their guests only.
- b. Each registered address is allowed four (4) individual guests per visit, free of charge.
- c. Owners must accompany their guests at all times and are responsible for the behavior of their guests.
- d. The Board and/or the Master Association (through the Resident Manager) have the authority to suspend privileges to the recreation facilities at any time.
- e. A key fob is required to access the recreation facilities.
- f. Each Owner shall be responsible for their own key fobs and shall immediately report to the Resident Manager any lost or stolen key fobs so they can be deactivated.
- g. Additional key fobs are available for sale at the cost of \$75 per key fob.
- h. The Board and/or the Master Association may refuse access to the recreation facilities to any person whom the Board and/or Resident Manager in good faith judges to be a threat to the safety, reputation or property of the Community.
- i. Smoking of any kind, in any of the recreation facilities, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
- j. Open flames are prohibited.
- k. No bicycles, skateboards, roller skates, roller blades, scooters, heeleys, ball playing, and running are permitted in the recreation facilities.
- l. Live music, karaoke or other sound amplifying devices are not permitted without the approval of the Board.
- m. No chewing gum is allowed in the recreation facilities.
- n. No playing or loitering in any restroom.
- o. Alcohol usage is strictly prohibited in the recreation facilities.

- p. No outside barbecue grills are allowed anywhere within the recreation facilities.
- q. Declarant has the right to close any recreational facility and/or any Common Area for special functions and restrict access to such functions, including by a requirement for payment of an entry fee.

2. COMMUNITY POOL RULES

- a. The Declarant, the Master Association and their employees and/or officers are not liable, and do not assume any liability whatsoever, for injury, property damage or any kind of loss arising in connection with the use of the community pools. All persons using the community pools do so at their own risk. THE COMMUNITY POOLS HAVE NO LIFEGUARD ON DUTY. Owners and Occupants are responsible for the conduct of their guests at all times.
- b. The "buddy" system is recommended at all times. No one should swim in the community pools alone.
- c. Users of the community pools must observe and obey all posted signs. Anyone violating the Rules may be asked by the Resident Manager or Managing Agent to leave the community pools.
- d. All children 12 and under must be accompanied by at least 1 adult for every 3 children (12 and under). All children from the ages of 13 through 18 must be accompanied by at least one adult for every 6 children. All parents shall be held responsible for the conduct of their children at all times.
- e. All pool users must be competent swimmers or accompanied by a competent swimmer.
- f. All gate latches shall be latched closed at all times and shall not be propped open.
- g. Swimmers must wear appropriate swimming attire. No hair pins, rollers or other hair ornaments and no jewelry may be worn in the community pools.
- h. All persons with shoulder length hair or longer must either wear a swim cap or tie their hair back.
- i. After using the community pools, swimmers shall dry themselves thoroughly before entering the Multifunction Room.
- j. Department of Health regulations require that:
 - i. All persons having an infectious or communicable disease shall not be allowed in the community pools. Any person with open

cuts, blisters etc. shall be warned that these are likely to become infected and advised not to use the pool.

- ii. Spitting, spouting of water, nose blowing, and urinating in the community pools is strictly prohibited.
- iii. All persons must take a cleansing shower before entering the community pools. All persons must take a cleansing shower after using the toilet.
- iv. The community pools shall be immediately closed for cleaning in the event of an accidental fecal or vomitus discharge. All bathers shall be ordered to leave the affected community pool until such substances are removed. The affected community pool shall remain closed until it is determined that the water quality meets the standards of title 11, chapter 10 of the Hawaii Administrative Rules.
- v. Pets are not allowed in the community pools.
- vi. To prevent contamination of the pool, no infant, young child or person subject to involuntary natural bodily functions is permitted to use the community pools without proper and effective diaper protection.
- q. Running, pushing, or any horseplay and loud, boisterous behavior may be a nuisance to other swimmers and is prohibited. Earphones must be used at all times with any media player, radio or television. Any other music or musical instruments are allowed in the multifunction room only and only with prior approval from the Managing Agent or Resident Manager, if any. Excessive noise of any type shall be avoided at all times.
- r. Any personal items left at the pool or dressing area will be considered abandoned and will be subject to disposal.
- s. Large rafts, toys, boogie boards, balls and the like are prohibited. Small plastic rings, arm floats, small kickboards and masks and goggles are acceptable.
- t. Misuse of the community pools and pool furniture will not be tolerated. This also applies to life preservers, life-saving hooks and related pool equipment. These items are for safety purposes, not for recreation.
- u. No glassware, bottles, ceramics, or breakables of any kind are allowed in the community pools. Containers of an unbreakable nature will be allowed provided they are disposed of in a proper manner. Littering in and around the community pools is not allowed.

- v. Any person suspected of being under the influence of alcohol or drugs shall be prohibited from entering the pool.
- w. Any trash must be deposited in the trash receptacles or removed.
- x. No pets are allowed in the area of the community pools area at any time, except that visually impaired persons, hearing impaired persons and physically impaired persons shall be allowed to keep certified service dogs, with them while utilizing such facilities.
- y. Diving into the community pools is strictly prohibited.
- z. The community pool areas and community pool deck areas may not be reserved for exclusive use by anyone except as specified in these Rules.
- aa. Climbing over the gates and fences in the community pool areas is prohibited.
- bb. Immoral, lewd or indecent conduct in the community pools is prohibited.
- cc. No coolers allowed in the community pool areas.
- dd. Fixtures shall not be removed from the pool deck.
- ee. Eating or chewing gum while inside the community pools is prohibited.

3. MULTIFUNCTION ROOM RULES

- a. The multifunction rooms or community centers (collectively "Multifunction Rooms") are for the exclusive use of all Owners and their guests. Proper identification must be presented to security or management personnel upon request.
- b. Personal furniture, other than Community furniture, shall not be used in the Multifunction Rooms. Community furniture shall not be removed from those areas. Persons who use the Multifunction Rooms are responsible for the removal of all articles brought there by them, including towels, books and magazines, food and beverages, and related debris and trash.
- c. Glass containers are not to be brought into the Multifunction Rooms. Only paper or plastic utensils and non-breakable items may be used in the Multifunction Rooms.
- d. Running, horseplay, loud noises or activities, and/or separate immoral, indecent, drunken or lewd behavior is prohibited. Such activities may be subject to a fine levied by the Master Association. Law enforcement officers may be called to the Community if circumstances warrant.
- e. All persons using the Multifunction Rooms do so at their own risk.

- f. The Board, the Master Association or Resident Manager may post additional rules in the Multifunction Rooms from time to time, and Owners must conform therewith.
- g. After using the Multifunction Rooms, Owners are to leave the recreational facility in a clean and sanitary condition. All tables and chairs are to be returned to their proper position.
- h. Owners are to use the trash receptacles provided. If they become full, trash is to be deposited in the nearest trash receptacle. Any user failing to wrap, bag and remove their trash from the premises will forfeit their entire Deposit.
- i. Any group of ten (10) or more people, whether strictly comprised of Owners, or a group of Owners, Occupants and/or their guests, must make a reservation to use the Multifunction Rooms.
- j. Owners are to keep the bathrooms clean and neat for use by others.
- k. Owners are to clean and wipe down the barbeque grills after use.
- l. Unless an Owner has a reservation, the Multifunction Rooms cannot be used exclusively by any Owner.

4. RENTAL OF FACILITIES

- a. Any Multifunction Room is available for rent (the "**Rentable Facility**") by Owners (For purposes of Section VII.4, "Owner" shall not apply to "Occupants" except those occupying a Lot pursuant to a lease agreement with an Owner.) and for Owners and/or outside commercial use subject to its availability and provided that the reservation request form has been properly executed (the "**Reservation Request Form**"). The Board and/or the Master Association has the authority to designate additional areas as recreation facilities and to designate those areas as a Rentable Facility; provided however, the Community Pools are not available for rent.
- b. A Rentable Facility may be rented by Owners wishing to hold private functions that are non-commercial and non-business related in nature. Such renters are described as "**Facility Renter**" in these Rules. Reservations must be made at least 48 hours in advance with the Managing Agent or Resident Manager, if any. Reservations shall be approved on a first come, first served basis. A \$100 refundable security deposit (the "**Deposit**") and a \$125 usage fee for ½ day and \$250 for full day usage (the "**Rental Fees**") are required before the reservation can be confirmed. Use of one Common Area BBQ, if already installed at the Rentable Facility, is included with the paid reservation of the Rentable Facility, if needed. Rental Fees are required for each rental and are subject to change by the Board of Directors. The rental fee is non-refundable and is forfeited if a reservation is cancelled within thirty (30) days of the event. Cancellations should be made in writing and submitted to the Resident Manager. Please see the Reservation Request Form for

the current Rental Fee and Deposit schedule. Dishonored checks will be charged a \$35 fee in addition to the rental fee. More than one dishonored check will require payment by Cashier's Check only.

- c. When properly reserved, the Rentable Facility shall be available for the exclusive use of the renter and their guests only, and not open to any other Owner.
- d. Rentals are limited to 24 rentals per Owner each calendar year.
- e. Rentals shall not exceed a maximum of 59 guests.
- f. Reservations may be placed no more than 120 days in advance.
- g. The Rentable Facility is generally available only to Owners.
- h. The Master Association reserves the right to rent certain facilities to individuals or groups that are not Owners of the Master Association, subject to the requirements of these Rules, if the Master Association believes that such rental will not cause an unreasonable reduction of Owners' enjoyment of the Rentable Facility.
- i. The Facility Renter's Deposit will be refunded within thirty (30) days after the event. However, if damage is caused to the Rentable Facility, event clean-up is not completed, or the Rentable Facility is not restored to the manner in which it was presented prior to reservation use, the cost to repair the damage or to conduct the clean-up will be deducted from the Deposit. The Facility Renter will be responsible to reimburse the Master Association for any cost to repair damage or to conduct clean-up in excess of the Deposit amount.
- j. Facility Renter, at Facility Renter's expense, shall maintain throughout the duration of the rental period, including clean-up, a policy or policies of commercial general liability insurance issued by a responsible insurance company of Facility Renter's choosing not objected to by the Board, covering Facility Renter and its guests and naming the Board and its related entities and their officers, directors, members and managers as additional insureds, with not less than a limit of Two Million Dollars (\$2,000,000), protecting against claims for personal injury, death or property damage arising out of Facility Renter's use of the Rentable Facility. Such policy or policies or certificate showing the above coverage shall be deposited with the Board concurrently with the execution and delivery of the Reservation Request Form, and the policy or certificate of insurance shall contain a provision requiring thirty (30) days prior written notice to the Board for any cancellation or change to the policy or certificate. Such insurance shall include coverage for all liabilities assumed by the Facility Renter under these Rules.
- k. Alcohol usage in the Rentable Facility will result in the forfeiture of the Deposit.

- l. Propping open any Community Pool gate will result in the forfeiture of the Deposit.
- m. No barbecue, hibachi or other cooking apparatus, other than those barbecue facilities provided by the Master Association shall be used. Failure to clean any grill used will result in a \$50 cleaning charge.
- n. All setup costs, including food, decorations, catered and/or additional tables or chairs and any other items are the responsibility of the Facility Renter. All decorations, displays, food, drinks, trash, etc. must be removed from the facility by the end of the reservation time. Any items left behind will be discarded. You must supply your own trash bags for cleanup and dispose of the trash bags in the dumpster. Staining or damage to walkways from dragging trash to the trash enclosure, will result in the deduction of cleaning fees from the Deposit.
- o. D.J. music, live music, karaoke or amplified music (for the purposes of this paragraph, "**Music**") is permitted in the Rentable Facility only. Music volume must be maintained within acceptable levels at all times as determined by Master Association staff, including the Resident Manager. Music is permitted for three hours only (between the hours of noon to 7 pm) during any reserved party. Excessive noise may result in the loss of recreation facilities privileges.
- p. The Rentable Facility may not be used for commercial purposes without the prior written consent of the Board.
- q. The Facility Renter must be present at all times during the event/function.
- r. Amusement rentals (e.g. pony rides, inflatable bouncers, petting zoos, carnival rides, etc.) are prohibited on Master Association property unless specifically authorized by the Board in writing for the specific event.
- s. Except as stated above, no pets are allowed in the Rentable Facility. Any pets found in the Rentable Facility will result in the forfeiture of the Deposit.
- t. No staples, push pins or similar devices may be used to attach items to the walls or any other surfaces. Any damage caused will be deducted from the Deposit.
- u. The throwing of rice, birdseed, and confetti is prohibited.
- v. The Facility Renter shall, based on anticipated attendance, comply with all regulations concerning security.
- w. Violation of any of the provisions of these Rules may, following notice and hearing, result in fines, the levy of reimbursement assessments against the Facility Renter for damage in excess of any Deposit and/or rescission of the Facility Renter's rights to use any Rentable Facility for a reasonable period of time.

VIII. FINES

1. **Violations and Damages:**

- a. All corrective actions with respect to violations of these Rules and damages to the Common Area and/or Community Parks shall be enforced by the Board and should be reported promptly to the Board or the Managing Agent. The cost of such corrective actions, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner for costs incurred directly or indirectly related to such Owner's Occupants, tenants, family members, or guests, or the family members or guests of such persons.
- b. Damages to Common Area shall be surveyed by the Board or the Managing Agent or Resident Manager, if any, at the direction of the Board, and the costs of repair or replacement incurred, including any legal fees of enforcement, may be assessed by the Board against, and shall be paid by, the person or persons responsible, including, but not limited to, any Owner or Occupant for damages caused directly or indirectly by such Owner's Occupants, tenants, family members, or guests, or the family members or guests of such persons.

2. **Complaints:** Complaints and suggestions regarding the Community shall be made in writing to the Board or the Managing Agent.

3. **Violation of Rules:** The violation of any of these Rules shall give the Board, acting on behalf of the Association, the right to:

- a. In instances where the violation or breach threatens an immediate, substantial and undeniable threat to the life, limb or property of any Owner, enter the Lot (or secure an order permitting entry into a Lot) in which, or as to which, such violation or breach exists and to summarily abate and remove, at the risk and expense of the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible), any structure, thing or condition that may exist therein contrary to the intent and meaning of these Rules, and the Board shall not thereby be deemed guilty in any manner of trespass, assault, or battery; and/or
- b. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation, and all costs and expenses, including attorneys' fees, shall be borne by the defaulting Owner (whether caused by the Owner or by any person for whose conduct the Owner may be responsible).

4. **Fines:** Except in circumstances creating a clear and present danger to members of the Community as described below, the Board will notify and/or fine Owners who violate these Rules as follows:

1st Step: Written warning when violation is observed.

2nd Step: Written notice plus \$50 fine (per offense) 30 days after 1st Step, if violation is not corrected.

3rd Step: Written notice plus \$100 fine (per offense) 30 days after 2nd Step, if violation is not corrected.

4th Step: Written notice (sent Certified and Regular Mail) plus an additional \$100 fine (per offense) 30 days after 3rd Step, if violation is not corrected. In taking this action, the Association shall reserve the right to take appropriate legal action to preclude the continuance of the violation(s).

5th Step: Violation letters – Attorney retained by the Association will notify the Owner to remedy the violation and advise the Owner that the Owner will be assessed all legal fees and costs until the violation is corrected.

Notwithstanding the foregoing notice and cure provisions, any actions that in the opinion of the Board (or any enforcement committee to whom the Board delegates this authority) that create a clear and present danger of physical harm to residents in the Community may be subject to immediate citation and fine of the actor in the amount of \$200 (or such other amount that the Board by resolution adopts). The Board shall also have all the powers available to it under the Declaration to immediately enjoin, abate or remedy without advance notice by appropriate legal action the activities described in this paragraph, including, without limitation, eviction of non-Owners.

All fines imposed will be deducted from your maintenance fee payment as stated in the Priority of Payment Schedule. Any fine not paid in full may result in late fees being imposed, and/or a lien being filed against your Lot as set forth in the Declaration and Bylaws.

5. **Appeal From Fines:** Any person fined ("appellant") may appeal the fine as follows:
- a. **Notice of Appeal:** By delivering to the Managing Agent, within twenty (20) days after the date of delivery or mailing to the appellant, whichever is first in time, of written notice of such fine and/or penalty, a written notice of his or her appeal and the reasons thereof. The delivery of notice of appeal shall not halt the accrual of any ongoing fine imposed for the violation, which is the subject of the appeal. However, the Board may waive or rescind all or part of such fine for good cause at the time of hearing such appeal.
 - b. **Time for Hearing Appeal:** All appeals shall be heard at a meeting of the Board within ninety (90) days after the notice of appeal has been delivered to the Managing Agent.

- c. **Procedure:** A statement of facts upon which the fine and/or penalty was based shall be delivered or mailed to the appellant at least ten (10) days before the meeting. At the meeting, the appellant and/or witnesses on his/her behalf may present his/her defenses and supporting evidence, if any. The Board may ask other persons to attend and present testimony and the Board may consider all relevant testimony, evidence and information related to the offense.
- d. **Disposition of Appeal:** The Board shall vote as to whether the fine and/or the amount thereof, and/or the penalty, will be affirmed. If less than a majority of the directors participating in the meeting vote in the affirmative, the fine and/or penalty shall be rescinded. If a majority of the directors participating in the meeting shall vote to uphold the fine or any portion thereof, that sum shall be remitted by the appellant in full, within twenty (20) days of the date that the appellant is delivered or mailed written notice of the decision of the Board upon the appeal. If a majority of the directors participating in the meeting shall vote to uphold the penalty, the penalty shall continue in force.

IX. AMENDMENTS

These Rules may be amended by the Board of Directors at a duly called meeting, as provided in the Bylaws, and shall become effective when notice thereof is delivered to the Owners. These Rules may also be amended by the Declarant at any time and when so amended shall become effective immediately upon adoption by the Declarant.

The Board and the Declarant specifically reserve the right to create new rules or to modify these Rules and to create Rules for Lots in Commercial Use Areas and Industrial Use Areas.