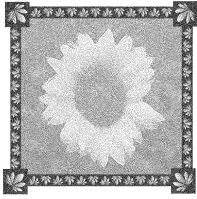


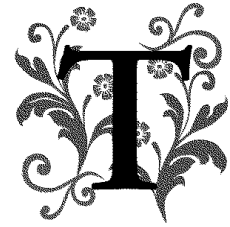
Montecito



By Gentry

MONTECITO/TUSCANY
91-1233 KANELA STREET
EWING BEACH HI 96706

MEMORANDUM



TUSCANY
By Gentry

To: All Owners and Residents of Montecito/Tuscany

From: Board of Directors, Montecito/Tuscany

Effective: ~~REVISED and EFFECTIVE July 15, 2011~~

****Further REVISED: June 25, 2014 and EFFECTIVE August 1, 2014****

Re: Parking on Roadways, updated policy

At their recent Board of Directors meeting, the Directors reviewed the current policy that allowed each unit to park in the roadways of Montecito/Tuscany. They determined that the existing policy would be changed to the following:

‘No vehicle shall be parked in a manner that will encroach into the fire lane.’

‘Honolulu Fire Code 902.2.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6,096 mm) and an unobstructed vertical clearance of not less than 13 feet 6 inches (4,115 mm).’

‘Honolulu Fire Code 902.2.4.1 General. The required width of a fire apparatus access road shall not be obstructed in any manner, including parking of vehicles. Minimum required widths and clearances established under Section 902.2.2.1 shall be maintained at all times.’

The Site Manager will be enforcing this rule by issuing a *Covenant Violation Vehicle Tag* that allows for:

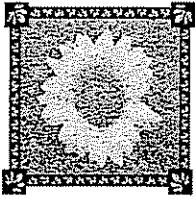
1. 1st violation: A courtesy notice
2. 2nd violation: A \$50 fine
3. 3rd violation: A \$100 fine
4. 4th violation and all subsequent violations resulting in the automatic towing of the vehicle.

****Continuation of \$100 fines for every violation after the 4th notice with vehicle information provided to the towing company for any instance of non-compliance thereafter, including notification to Association’s legal counsel for demand for compliance.****

The violation status for this covenant violation will be effective for a one-year time period. Should you have any questions or concerns regarding this matter, please contact Debi Balmilero, Management Executive for Montecito/Tuscany at 593-6378 or deborahb@hmcmtg.com.

This updated policy, revised on June 25, 2014 and effective August 01, 2014, replaces the existing policy.

Montecito



By Gentry

MONTECITO/TUSCANY
91-1233 KANELA STREET
EWA BEACH HI 96706



TUSCANY
By Gentry

MEMORANDUM

To: All Owners and Residents of Montecito/Tuscany

From: Board of Directors, Montecito/Tuscany

Re: Corrected House Rules

Please replace the House Rules that were sent to you in December 2010 with the one enclosed. There were 2 errors noted that were corrected and updated in your new copy. Specifically, these corrections include the updated parking policy as approved by the Board of Directors, effective 1/1/10 and the work hours that allow for workmen on the premises.

House Rules Section II: Common Areas #6 outlines the correct parking policy and enforcement that the Board approved.

Parking and Roadways. Speed limits within the Project will be enforced by the managing agent or the Board. There shall be no parking in the roadways, other than in designated stalls. Unauthorized parking in common areas shall be towed at the owner's expense. If the violator is a guest of an owner, the owner is responsible for all towing expenses. The Board has the authority to promulgate more stringent rules and penalties if parking becomes a traffic and aesthetic problem. Landscaping and irrigation systems must not be disturbed or driven on at any time. No vehicle shall be parked in a manner that will overhang onto the paved asphalt roadway or impede the fire lane.

To clarify, this means that no vehicle may park with any of the vehicle extending onto the paved road in any way. A vehicle, if parked parallel to the garage, must be completely off the paved road. The violation status for this covenant violation will be effective for a one-year time period.

The Site Manager will be enforcing this rule by issuing a Covenant Violation Vehicle Tag that allows for:

1st violation: A courtesy notice

2nd violation: A \$50 fine

3rd violation: A \$100 fine

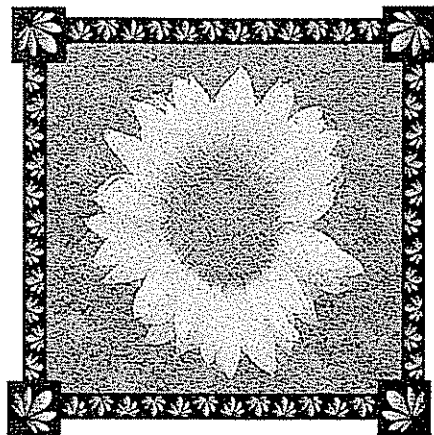
4th violation and all subsequent violations resulting in the automatic towing of the vehicle.

House Rules Section XII Miscellaneous #G: corrects the hours that workmen are allowed on the premises.

Workmen. No workmen will be allowed on the premises before 7:00 a.m. or after 7:00 p.m., except in an emergency.

Should you have any questions or concerns regarding this matter, please contact Debi Balmilero, Management Executive for Montecito/Tuscany at 593-6378 or deborahb@hmcmtg.com.

Montecito

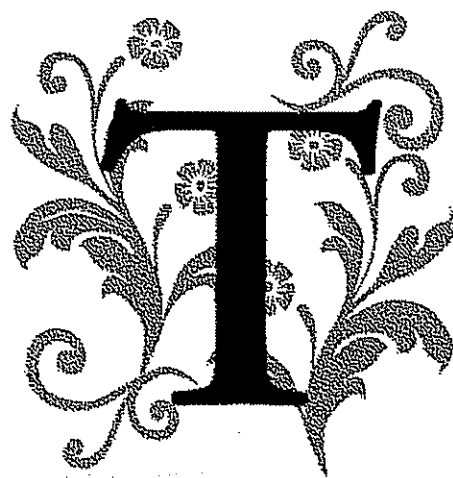


By Gentry

AOAO **MONTECITO/TUSCANY**

RULES AND REGULATIONS

AMENDED JANUARY 26, 2011



TUSCANY
By Gentry

**RULES AND REGULATIONS
OF THE ASSOCIATION OF APARTMENT OWNERS OF
MONTECITO/TUSCANY**

Amended on January 26, 2011
Supersedes House Rules of August 24, 2005 and November 22, 2010

These Rules and Regulations for MONTECITO/TUSCANY (the "Project") are designed to help preserve the Project's reputation and desirability and to help ensure that all residents have maximum possible use and enjoyment of their unit and limited common areas and the Project's common areas. These Rules will be enforced by the Board of Directors of the Association of Apartment Owners of the Project or by a managing agent at the direction and under the supervision of the Board. The Association may amend these Rules at any time as provided for in the Association's By-Laws.

Each owner (as defined in the Association's By-Laws) is responsible for ensuring that all persons he or she invites into the Project to live (such as a tenant), to visit (such as a guest) or to do work (such as a delivery person or tradesman) abides by these Rules.

I. USE OF UNITS

1. **Use.** The units may be used as private dwellings only. Self-employed persons may conduct business from his or her unit, as long as he or she has the necessary permits, licenses and approvals, has no employees working for him or her in the unit and does not advertise or offer a product or service from the unit such that there would be additional congestion, traffic or noise from the unit.
2. **Garages.** Garages shall be used for parking vehicles and for incidental storage. When not in active use, garage doors shall be closed.
3. **Short Term Leasing Prohibited.** Leasing of the units for periods shorter than thirty (30) days is prohibited.
4. **Condition of Units; Maintenance.** Residents must keep their units in a clean and sanitary condition so that the soundness of the buildings is not affected. Maintenance of all internal systems, including plumbing and electrical shall be the owner's responsibility. Any damage from misuse shall be the owner's responsibility.
5. **Nuisances.** Any noxious or offensive use of a unit or behavior of a resident that deprives other residents from the peaceful possession and quiet enjoyment of their units is considered a nuisance and shall not be permitted. The Board of Directors and/or managing agent has the discretion to determine if any use of a unit or any behavior of a resident is a nuisance or an annoyance to others. The Board of Directors may then direct the managing agent to notify the offending owner to cease such nuisance or annoyance.
6. **Noise.** All residents shall avoid excessive or disturbing noise of any kind at any time. Stereos, radios and televisions should be played at reduced volume before 7:00 a.m. and after 10:00 p.m. on Sunday through Thursday and after 12:00 midnight on Fridays and Saturdays. Any noise from parties or people leaving the Project at night must be kept to a minimum. Excessive noise at any time should be reported to the managing agent who will take appropriate action.
7. **Hazardous Materials.** Residents shall not use any illumination other than electric lights, or bring into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or other articles deemed hazardous to life, limb or property, other than a small amount of gasoline for use in a lawn mower or propane for a propane barbecue.

8. **Illegal/Dangerous Activities.** No illegal activities of any kind may be conducted in the Project and any unit. No activity shall be engaged in and no substance introduced into or manufactured within any unit which is illegal or which might result in the cancellation of insurance or increase in the insurance rate on the buildings on the premises.

II. COMMON AREAS

1. **Yard Areas.** Certain yard areas facing the roadways are common areas that will be landscaped and maintained by the Association. The irrigation systems servicing the common areas directly abutting a unit will be connected to the non-potable well for the Project. All owners must take care not to damage or tamper with the landscaping and the irrigation system.
2. **Personal Property.** No items of personal property shall be left unattended on any of the common areas, cement driveways, or adjacent parking stalls. Articles of any kind left unattended in any of the common areas or limited common elements will be removed at the owner's risk and expense.
3. **Sidewalks.** All sidewalks must remain clear at all times and shall not be used for any other purpose other than ingress and egress unless otherwise permitted by these Rules.
4. **Trash Disposal.** All trash containers must be taken to the designated pick-up location prior to rubbish pick-up. Trash containers may be taken to the designated pick-up area the night before pick-up. Trash containing food shall be securely wrapped or enclosed in a plastic trash bag before being placed in a receptacle. All trash containers must be removed from the pick-up area by that evening.
5. **Moving.** Advance notice must be given to the managing agent when household goods or large items of furniture are to be moved to reduce traffic congestion and disturbance within the Project. Please notify your neighbors if you anticipate that large trucks or moving vans will create noise or traffic for a period of time.
6. **Parking and Roadways.** Speed limits within the Project will be enforced by the managing agent or the Board. There shall be no parking in the roadways, other than in designated stalls. Unauthorized parking in common areas shall be towed at the owner's expense. If the violator is a guest of an owner, the owner is responsible for all towing expenses. The Board has the authority to promulgate more stringent rules and penalties if parking becomes a traffic and aesthetic problem. Landscaping and irrigation systems must not be disturbed or driven on at any time. No vehicle shall be parked in a manner that will overhang onto the paved asphalt roadway or impede the fire lane.

To clarify, this means that no vehicle may park with any of the vehicle extending onto the paved road in any way. A vehicle, if parked parallel to the garage, must be completely off the paved road. The violation status for this covenant violation will be effective for a one-year time period.

The Site Manager will be enforcing this rule by issuing a *Covenant Violation Vehicle Tag* that allows for:

1. 1st violation: A courtesy notice
2. 2nd violation: A \$50 fine
3. 3rd violation: A \$100 fine
4. 4th violation and all subsequent violations resulting in the automatic towing of the vehicle.

No major repairs to automobiles, motorcycles or other motor vehicles shall be permitted within the common areas including the limited common elements, which include driveways. Repairs are major if they: (a) result in engine fluid spillage; (b) involve the removal of significant equipment from the

vehicle; (c) involve excessive noise; or (d) completed within 6 hours. All vehicles parked in the project shall be in operating condition with a current vehicle license and safety sticker required by law. Boats, non-vehicular and personal items must be stored either within an enclosed garage or outside the project.

Owners and tenants are responsible for the conduct of all family members and guests and shall ensure that they comply with these rules, in particular Sections I.5 and I.6, regarding noise. Owners and tenants are financially responsible for any liability or damage caused by their family members and guests.

7. **Guest Parking.** No parking is allowed on any roadway except in designated guest parking stalls. Vehicles belonging to guests shall be parked only in the spaces designated for guest parking. It is the responsibility of each owner and occupant to inform his or her guests not to park in vacant stalls, other than those designated for guest parking. Use of guest parking stalls by an owner or occupant shall be permitted only with special permission from the board or the managing agent. No overnight parking shall be allowed in the guest parking stalls. Guest parking will be closed daily from 2:00 a.m. — 6:00 a.m. The site manager may issue an overnight parking pass for a guest's use of a guest parking stall for a period of no more than 48 hours at a time, not more than 15 days per month, upon request of the resident homeowner, with proof of current vehicle license/registration and safety sticker as required by law. This overnight parking pass must be requested during the site manager's regular hours of operation, prior to the intended use period. The overnight parking pass must be displayed on the vehicle dashboard.
8. **Monthly Resident Parking Passes.** Owners and Occupants may purchase a special parking pass to be used in any of the designated guest parking stalls during that calendar month for a monthly fee. This monthly rental parking pass shall be limited to one pass per household.
9. **Workmen and Deliveries.** All work or delivery persons must use the visitor parking stalls or must use the garage designated for the unit he is servicing.

III. LIMITED COMMON AREAS

1. **Fenced Yard Areas; Fences.** Owners are responsible for maintaining the fenced yard areas in a clean and neat manner. Owners must keep all swales, ditches and drainage ways within their yard areas free of debris, open and in good operating condition. Owners may not alter the drainage pattern of the yard area shown on the building plan for the unit. All owners of adjoining fences are jointly responsible for the maintenance and replacement of these privacy fences adjoining their homes.
 - a. Owners must seek Board approval for adding additional concrete patios or structures in any fenced yard areas. The Board of Directors may promulgate specifications for creating additional lanais in fenced yard areas.
 - b. Owners must plant trees that are from an approved list provided by the Board of Directors. This is to prevent aggressive root systems from damaging foundations and structures.
 - c. Owners must maintain the twenty-four inch (24") gravel strip that surrounds the Unit. Owners must not plant or allow anything to grow in this gravel strip. Any alteration in design of this gravel strip must not impair the termite warranty and must first be approved by the Board of Directors. The Board has the discretion to request an owner to modify any landscaping within the fenced yard areas should the Board determine that it may affect the structural soundness of the fences or buildings.
2. **Barbecuing/Cooking.** Hibachis or grills are permitted in the fenced privacy yards, on

cement driveways or adjacent third parking stalls of each unit, only when actively attended to, provided that non-chemical fire starters are used, fire extinguishers are readily available, and provided that adequate provisions are made to control smoke and flames so as not to cause hazard or annoyance to neighbors. No fires, open flames, hibachis or grills of any kind shall be left unattended for any length of time. Charcoal must be properly and legally disposed of and not left in common elements.

3. **Driveways.** Parking on the limited common element cement driveway is for parking operational vehicles only. If an adjacent uncovered parking stall is included with the property, it may be used for parking operational vehicles only. Storage use is strictly prohibited. No vehicles belonging to an owner or occupant or to a family member, tenant, guest, or employee of an owner or occupant shall be stopped or parked so as to prevent exit from the project by another vehicle or emergency vehicle. Landscaping and irrigation systems must not be disturbed or driven on at any time.

Owners and occupants shall be responsible for the cleanliness of their respective garages, third parking stalls and limited common element cement driveways, including the removal of any grease build-up. No unattended personal items, such as lumber, crates, furniture or recreational equipment, shall be permitted in the parking stalls or driveways. Some potted plants which aesthetically match the building paint colors may be permitted with prior Board of Directors approval.

IV. POOL AND COMMUNITY CENTER RULES

1. **There is no lifeguard on duty.** *Use of all Community Center facilities is at your own risk.*
2. **There is a Maximum of 4 Guests per household without a prior reservation.** *Guests must be accompanied at all times by a resident of the Montecito/Tuscany Community. An owner's or resident's guests found in the pool area shall be presumed to be there with full knowledge and consent of the owner or resident.*
3. **Owners and Residents shall be responsible for the health and safety of themselves, their family members, and their guests who use the pool, and for ensuring that all rules for the pool/pavilion areas are obeyed.**
4. **Owners and Residents must ensure that all family members and guests who are non-swimmers or weak swimmers are accompanied at all times in the pool area by someone who can assure their safety.**
5. **All swimmers must wear appropriate swim attire.** *No street clothes shall be worn in the pool.*
6. **Use waterproof sunscreen only.** *Oils and excess product will damage the pool pump.*
7. **All persons using the swimming pool shall take a cleansing shower at the poolside shower.** *A Bather leaving the pool to use the restroom shall take a second cleansing shower before returning to the pool.*
8. **All persons who are incontinent or not toilet-trained shall not use the pool unless they wear tight fitting swim diapers to prevent leaks.**
9. **Any person having an infectious or communicable disease shall not use the swimming pool.**
10. **No spouting of water or discharging of bodily fluids allowed in the pool.**
11. **No diving, running, jumping, horseplay, or excessive noise allowed at the Community Center.** *The volume of audio devices must be kept at a level as to not disturb other pool users.*

Earphones are required.

12. **No personal flotation devices allowed except for personal safety devices.**
13. **No animals permitted except for guide or signal dogs.**
14. **No soliciting, gambling or alcohol allowed.**
15. **No glass containers allowed.** *Food and beverages are permitted in approved containers and areas. No food or beverages in the pool.*
16. *Return all pool furniture to its original location after use.*
17. *Please clean up and dispose of all rubbish.*
18. *Pavilions may be reserved but not the pool deck or lounge chairs. Please see Site Manager for reservations.*
19. *Pool may be closed without prior notice due to inclement weather, unforeseen maintenance, and hazardous discharge or at the discretion of the site manager or his/her appointed representative.*

V. BUILDING MODIFICATIONS

1. The backside of any drapes, blinds or other window shading devices which is visible from neighboring property through the window shall not be of bright or conspicuous color but rather white, off white, beige or other inconspicuous shade. Any other color must be approved in writing by the Board of Directors.
2. Window tinting must comply with Section X.A of these House Rules (including garage window tinting). All windows on an entire side of the building must have identical window tinting.
3. Any alteration to the exterior paint colors must be approved in writing by the Board of Directors.
4. Residents shall not, without the written approval of the Board of Directors, do any structural changes to the unit, install any wiring for electrical or telephone installations, machines, awnings or air conditioning units or other equipment, fixtures, appliances or appurtenances whatsoever on the exterior of the property or protruding through the walls, windows or roof. Any changes shall not overload or impair the floors, walls, or roofs of the building, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance maintained by or for the Association.
5. All repairs and installations and other work done in the unit or its limited common areas must be performed by a licensed contractor whenever required by law. The owner must provide proof of such licensing upon request of the Board or the managing agent.
6. The approval of the Design Committee of the Ewa by Gentry Community Association may also be required before making some of the modifications covered by this Section V. See Section 4.02 of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions and the Design Committee Rules and Regulations for more details.
7. 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 (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 Laws. 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:

- In granting or withholding any approval or consent required under the Association's rules.
- In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- 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.
- 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 will require written confirmation of the disability from a qualified physician, including a statement from the physician as to the reasonable accommodation which is being requested. Please contact the Managing Agent if you have any questions.

VI. INSPECTIONS

The Board of Directors and/or the managing agent may institute regular inspections of the common elements and limited common elements to ensure compliance with these Rules.

VII. PETS

No livestock or poultry shall be allowed in the Project. Only a reasonable number of common household pets such as dogs, cats, guinea pigs, rabbits, birds or fish and may be kept inside the units and in the limited common areas for the unit; provided they shall not be kept, bred or used for any commercial purposes. Any pet causing a nuisance or unreasonable disturbance shall be promptly and permanently removed upon notice by the managing agent at the direction of the Board of Directors. All pets (except fish) must be registered with the managing agent. Tenants must provide the written consent of their landlord to keep a pet in their apartment. Any odors and/or feces must be cleared promptly.

Animals are not allowed on the common elements except when carried on a leash. Owners must immediately clean up any droppings left by their pets on any common areas and privacy yards. Guide dogs, signal dogs, and other animals required to assist a person with a disability (collectively referred to as "service animals") are allowed on the common elements while on a leash as long as they are accompanied by their owners at all times.

If any animal causes a nuisance, the pet owner shall be responsible for abating the nuisance within a reasonable time. If the pet owner is unable to abate the nuisance, the animal must be removed from the

Project. In the case of service animals only, the handicapped resident will be given a reasonable amount of time to replace the service animal before he is required to remove the service animal causing the nuisance, unless the service animal is a threat to persons or property.

VIII. ENFORCEMENT

1. **Owners' Responsibility to Remedy.** All owners are responsible for ensuring that their residents, guests and invitees abide by these Rules. Owners will be held responsible for any infractions, regardless of whether they are at fault. If the owner is unable to enforce these Rules, he shall, at the request of the managing agent or the Board, remove the noncompliant person from the Project. Every owner shall do whatever is necessary to remedy any violation at his own expense. The cost of repair or replacement of any damage to the common areas and any legal fees incurred may be assessed by the Board against the person or persons responsible, including, but not limited to, against owners or occupants for damages caused directly or indirectly by their guests.
2. **Board Enforcement of Rules.** All violations of the Rules and damages to the common elements or common areas will be enforced by the Board and shall be reported promptly to the Board or the managing agent. The Board may use reasonable discretion in promulgating reasonable fines and penalties for violating these Rules.
3. **Owner to Pay Fees and Costs.** Owners shall be responsible for paying any expenses incurred due to violations of these Rules, including reasonable attorneys' fees.
4. **The Violation of Any House Rules Adopted by the Association of Apartment Owners Shall Give the Board of Directors or Its Agents Right To:**

ENTER THE UNIT IN WHICH, OR AS TO WHICH, SUCH VIOLATION OR BREACH EXISTS AND TO SUMMARILY ABATE AND REMOVE, AT THE EXPENSE OF THE DEFAULTING OWNER, ANY STRUCTURE, THING OR CONDITION THAT MAY EXIST THEREIN IN VIOLATION OF THESE RULES AND REGULATIONS, THE BY-LAWS OR THE DECLARATION; AND THE BOARD SHALL NOT THEREBY BE GUILTY OF ANY TRESPASS; PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE FOREGOING, THE BOARD SHALL HAVE SUCH RIGHT OF ENTRY ONLY IN THE INSTANCE WHERE SUCH VIOLATION OR BREACH CONSTITUTES AN IMMEDIATE, SUBSTANTIAL AND UNDENIABLE THREAT TO LIFE, LIMB OR PROPERTY OF ANY OWNER, MEMBER OF HIS FAMILY, TENANT, GUEST, LICENSEE OR INVITEE; OR

TO ENJOIN, ABATE OR REMEDY BY APPROPRIATE LEGAL PROCEEDINGS, EITHER AT LAW OR IN EQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE BORNE BY THE DEFAULTING OWNER; AND

TO ASSESS REASONABLE FINES AND PENALTIES, THE ACCRUAL OF WHICH SHALL BE TREATED IN A MANNER CONSISTENT WITH THE TERMS OF THE CONDOMINIUM DOCUMENTS.

IX. FINE POLICY

In accordance with the governing documents, the Board of Directors of the Association of Apartment Owners of Montecito/Tuscany has adopted the following policy and procedures with respect to the imposition of fines. Fines may be imposed by the Board of Directors, the Managing Agent, and/or the Site Manager, if any, in accordance with the procedures and schedule of fines set forth below.

The right of the Board to impose and/or authorize the imposition of fines shall be in addition to any other

rights and remedies available to the Association.

A. Violations Which Do Not Pose A Threat to Persons or Property.

In the event of a violation of the House Rules that does not pose a threat to persons or property, as determined by the Board, the following procedures will be followed:

1. **First Violation.** A notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing (e.g., an existing unauthorized modification), a demand for compliance within a reasonable period of time will be made. If the violation has ceased (e.g., a noise disturbance that has ceased), a demand will be made that the violator not engage in further violations of that nature.
2. **Second Violation or Continued Violation.** If a second violation occurs or if the violation continues after the time period for compliance stated in the first notice has expired, a fine of \$25 may be imposed against the violator. A second notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made. If the second violation has ceased, a demand will be made that the violator not engage in further violations of that nature.
3. **Third Violation or Continued Violation.** If a third violation occurs or if the violation continues after the time period for compliance stated in the second notice has expired, a fine of \$50 may be imposed against the violator. A third notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator. If the violation is ongoing, a demand for compliance within a reasonable period of time will be made. If the third violation has ceased, a demand will be made that the violator not engage in further violations of that nature. The matter may be referred to the Association's attorney for appropriate action after a third violation.
4. **Fourth Violation or Continued Violation.** If a fourth violation occurs or if the violation continues after the time period for compliance stated in the third notice has expired, a fine of \$75 may be imposed against the violator and, if the matter has not yet been referred to the Association's attorney, it will be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's apartment or a guest of an owner, a copy of any notice of violation may be delivered and/or mailed to both the violator and the owner of the apartment.

5. **Subsequent Violations Need Not Be of the Same Nature.** For example, a person who committed a "noise" violation and then a "parking" violation may be charged the fine for a second violation, even though the two violations are not of the same type.

B. Violations Which Pose a Threat to Persons or Property.

In the event of a violation of the House Rules that poses a threat to persons or property, as determined by the Board, the following procedures will be followed:

1. **First Violation.** A notice of the violation will be delivered and/or mailed to the violator or to the apartment of the violator and a fine of \$100 may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further

violations of that nature. The Board, in its discretion, may immediately refer the matter to the Association's attorney for appropriate action after the first violation.

2. **Second Violation or Continued Violations.** If a second violation occurs or if the violation continues after a first notice has been given for immediate compliance, a fine of \$150 may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it may be referred to the Association's attorney for appropriate action.
3. **Third Violation or Continued Violations.** If a third violation occurs or if the violation continues after the second notice has been given for immediate compliance, a fine of \$200 may be imposed against the violator. If the violation is ongoing, a demand for immediate compliance will be made. If the violation has ceased, a demand will be made that the violator not engage in further violations of that nature. If the matter has not yet been referred to the Association's attorney, it will be referred to the Association's attorney for appropriate action.

If the violator is an occupant of an owner's apartment or a guest of an owner, a copy of any notice of violation may be delivered and/or mailed to both the violator and the owner of the apartment.

4. **Subsequent Violations Need Not Be of the Same Nature.** See section IX.A.5 above.

C. Flagrant Violations.

In the event of a flagrant violation of the governing documents that poses an immediate threat of harm to persons or property as determined by the board, the following procedures will be followed:

Any violation identified by the Manager, after notice shall be subject to a fine up to \$500 including restitution if deemed necessary.

D. Appeal from Fines.

Any person fined ("appellant") may appeal the fine as follows.

1. **Notice of Appeal.** By delivering to the Secretary or Managing Agent, no later than twenty (20) days from the date of the notice of violation, a written notice of his or her appeal and the reasons therefor. The delivery of a 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 of Directors may waive or rescind all or part of such fine for good cause at the time of the hearing of such appeal.
2. **Time for Hearing Appeal.** All appeals shall be heard at a meeting of the Board of Directors within ninety (90) days after the notice of appeal has been delivered to the Secretary or Managing Agent.
3. **Procedure.** A statement of facts upon which the fine 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 any 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.

4. **Disposition of Appeal.** The Board of Directors shall vote as to whether the fine and/or the amount thereof will be affirmed. If less than a majority of the directors participating in the meeting vote in the affirmative, the fine shall be rescinded. If a majority of the directors participating in the meeting 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 of Directors upon the appeal.

E. Design Guideline Fines.

The Design Committee Rules as outlined in the Ewa By Gentry Community Association Design Committee Rules and Regulations, current edition will be the governing document for any fines regarding design concerns.

X. DESIGN GUIDELINES

The Design Committee Rules as outlined in the Ewa By Gentry Community Association Design Committee Rules and Regulations, current edition will be the governing document for any decisions related to requests for modification to the units within Montecito/Tuscany and Tuscany II with the exception of the following:

A. Window Tinting.

1. Pre-approved tints are TNT Vista #28 and/or Vista #38.
2. ALL window tinting require a design review application form stating the tint chosen and a copy of either the contract or receipt, provided it states the number of tint requesting.
3. All other tints require that samples be attached to the application. Note: only gray shades of non-reflective tint will be allowed and approved. All others including blue, violet, rose or any other color, or any tint with high mirror quantity will not be approved under any conditions.
4. If for any reason the window tinting is installed prior to the application process, the applicant must pay an after the fact fee of \$25.00.

B. Satellite Dishes

FCC regulations prevent an Association from preventing a resident from installing a satellite dish. However they do allow Community Associations to determine reasonable guidelines for the installation of satellite dishes. Montecito/Tuscany has supplied the following guidelines for satellite dish installation in accordance with the Ewa By Gentry Design Committee Rules & Regulations installation requirements:

1. The dish must be mounted below the roof line due to height restrictions.
2. The dish may not be mounted in or on the roof of the house. It can be installed to the roof of a covered open area, such as a patio or entry way.
3. The dish must be attached to the structure of the house. It cannot be installed to a pole or any other free standing structure.

4. The dish can not in any way hinder the roadways or cross over into any of the neighboring properties. Please obtain permission in writing from your adjoining neighbors prior to installing on a shared wall side of zero lot line properties.
5. A notification form must be submitted to the Board within 5 days of the installation of the dish. There is no application process and no fee. Please submit a plot plan with the notification showing the location of the satellite dish.
6. If there is to be more than one dish, please write on the notification the number of dishes and the reason why there needs to be additional dishes.
7. The Board may grant an exemption from Sections X.B.1 and X.B.2 above if compliance with these two rules: (1) precludes reception of an acceptable quality signal; (2) would unreasonably increase the cost of installation; or (3) would unreasonably delay installation, provided further that screening may be required by the Board after the installation if it would not unreasonably impair the installation, maintenance or use of the antenna or similar structure.

XI. DELINQUENT ACCOUNT COLLECTION PROCEDURES

As Adopted by the Board of Directors on May 8, 2006.

1. Maintenance fees when paid will be applied to the owner's account in the following priority (Priority of Payment):
 - a. Attorney Fees
 - b. Late Fees
 - c. Special Assessments
 - d. Maintenance Fees
2. Effect of Application of Payments.
 - a. Failure to pay late fees, legal fees, fines, and interest may result in the deduction of such late fees, legal fees, fines, and interest from future common expense payments, so long as a delinquency continues to exist. (In other words, the Association will continue to deduct late fees, legal fees, fines, and interest from the owner's maintenance fee payments for as long as the owner fails to pay those charges.)
 - b. Late fees may be imposed against any future common expense payment that is less than the full amount owed due to the deduction of unpaid late fees, legal fees, fines, and interest from the payment.

XII. MISCELLANEOUS.

A. No Soliciting.

No solicitation or canvassing will be allowed in any building or on the common areas at any time, with the exception of the solicitation of proxies or distribution of materials relating to Association matters. In accordance with the Ewa By Gentry Design Committee Rules and Regulations:

"No Solicitation" signage will be allowed without Design Committee approval as long as it meets the following criteria:

1. Signage must be limited to one (1) sign no bigger than 8" x 2" commercially made plaque. Vinyl stickers are not allowed.
2. Sign may be attached to the dwelling closest to the garage door.

3. Sign may not be attached to perimeter or shared fencing.
 4. Sign must be simple in design, neat and consist of no more than two (2) colors (e.g., red and white, black and silver).
 5. Signage will not require approval prior to installation as long as installation is in compliance with the guidelines.
- B. Signs.** Signs shall not be placed on the units or in the common areas except those previously approved by the Board. One standard size For Sale sign may be posted per building. Open House and Garage Sale directional signs are permitted to be posted no earlier than two (2) days before throughout the community and they must be promptly removed at the completion of the event.
- C. Access.** The managing agent shall not give any person access to a unit without the written permission of a responsible owner.
- D. Registration with Managing Agent.** Residents shall file their name, address and phone number and signature with the managing agent upon purchasing and/or taking occupancy of a unit, and shall furnish the Board and/or the managing agent with such other reasonable information as shall be requested from time to time. Residents shall also notify managing agent when they move out, sell, or rent out the property.
- E. Absent Owners.** Absent Owners shall be responsible for designating a local agent to represent their interest if they will be absent from the unit for more than thirty (30) days. Such owners shall file with the managing agent their out-of-town address and telephone number and the address and telephone number of their agent.
- An absent owner, at his expense, shall have an agent, friend or domestic employee conduct periodic inspections of his closed unit and assume responsibility for the contents of the unit.
- F. Tenants.** Owners must provide the Managing Agent with the name, address and phone number of any tenants living in the apartment and for the Owner.
- G. Workmen.** No workmen will be allowed on the premises before 7:00 a.m. or after 7:00 p.m., except in an emergency.
- H. Employees of Association.** Maintenance employees of the Association are under the sole direction of the managing agent, and during their working hours they shall not be diverted to the private business or employment of any resident. No employee shall be asked by a resident to leave the common elements for any reason.
- I. Observance of Signs.** Drivers within the project shall observe all traffic signs posted on the project, whether by the appropriate authorities of the City and County of Honolulu or by the association. Vehicles shall travel at no greater than five miles per hour within the project.
- J. Towing of Vehicles.** The Site Manager 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 or damage in the exercise of such authority.

XIII. BOARD MEETING RULES *As Adopted by the Board of Directors on August 7, 2006*

- A.** Smoking is not permitted in the meeting area.

- B. This is a private meeting and attendance is restricted to owners and proxy holders representing owners, staff, and other persons who have been specifically invited by the board. All others are required to leave.
- C. Owners desiring to speak must stand and be recognized by the Chairman. Owners must state their **name each time** for the official record of the meeting. The owner must **use the microphone**, if available, so that everybody else can hear.
- D. Long and complicated motions must be in writing and delivered to the Chairman, signed by the maker and seconder. This will help avoid confusion and ensure that everybody knows the exact wording of the motion.
- E. Discussion is normally limited to the motion being considered. Therefore, please don't start a long discussion unless a motion is already pending for consideration.
- F. In order to be sure that everybody has a chance to speak, the debate limit is reduced to 2 minutes.
- G. Each nominee for an elected office shall be limited to one speech per nominee or delegate for a maximum of 2 minutes.
- H. If cumulative voting is required, all removal motions must be made **before** an election is conducted. Any board member whose removal is proposed shall have a debate limit of 10 minutes. The board member may choose to speak after all other debate has concluded.
- I. Ballot voting on any motion (including the election) will remain open for 10 minutes, unless extended by the owners.
- J. All remarks are to be directed to the Chairman, not directly to other members. Personal attacks, vulgarity, or offensive language can result in loss of debate privileges.
- K. No video-taping or other electronic recording is permitted (except for production of the minutes) during any of the proceedings unless first approved by the Association members at the meeting.

XIV. NON-DISCRIMINATION POLICY

Pursuant to Hawai'i Revised Statutes 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 (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 Hawai'i Revised Statutes chapter 515 and the Federal Fair Housing Laws. 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:

- In granting or withholding any approval or consent required under the Association's rules.
- In enforcing requirements of the Association rules about occupancy restrictions or use of the recreational facilities which might unlawfully restrict families with children.
- In connection with requests of disabled occupants or visitors of the project to have guide dogs, signal dogs, or other trained 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.

- 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 will require written confirmation of the disability from a qualified physician, including a statement from the physician as to the reasonable accommodation which is being requested. Please contact the property manager or resident manager if you have any questions.

XV. AMENDMENTS

These Rules may be amended by the Association or the Board in accordance with the By-Laws.

The Board of Directors of the Association of Apartment Owners hereby adopts the foregoing revised House Rules as the

House Rules
Of The Association of Apartment Owners
Of Montecito/Tuscany
On behalf of the Association
this January 26, 2011