

RULES AND REGULATIONS OF THE ASSOCIATION OF APARTMENT OWNERS OF TERRAZZA/CORTE BELLA/LAS BRISAS/TIBURON

Adopted by the Terrazza/Cortebella Board of Directors on April 25, 2023.

(Amended Section II, 5C. Parking and Roadways A-N, due to new parking policy ratified on 03.28.2023)

These Rules and Regulations for Terrazza/Cortebella/Las Brisas/Tiburon (the “Project”) are designed to help preserve the Project’s reputation and desirability and to help ensure that all residents have maximum 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 Associations of Apartment Owners of the Project (“Board”) or by a Site Manager at the direction and under the supervision of the Board. The Board may amend these Rules at any time as provided for in the Association’s By-Law.

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) abide by these Rules.

I. USE OF UNITS GENERALLY

A. Use. In accordance with Section 9 of the Declarations, the unit shall be occupied and used as residential dwellings only; provided, however, that pursuant to Section 3.02(c) of the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions (“EBG DCCR”) and Rule 2 of the Ewa by Gentry Community Living Guidelines (“EBG Guidelines”), a resident may conduct a business within their unit provided that resident meets the following criteria:

1. The resident must submit a letter of request to operate the business addressed to the Board and must receive Board approval before commencing the business. The letter of request must include evidence of written approval from the Ewa by Gentry Community Board of Directors for the resident’s proposed business (in accordance with Rule 2 of the EBG Guidelines). If the resident is a tenant, the letter of request must include evidence of written approval from the owner of the unit for the resident's proposed business.
2. The existence of said business shall not be detectable from the outside of the unit by sight, sound or smell.
3. The business shall conform to all applicable laws or ordinances pertaining to zoning or other matters relating to use and development of the lot or unit, including but not limited to Revised Ordinances of Honolulu Section 21-5.350.
4. The business shall not involve regular visitation to the unit by clients, vendors, or others except as reviewed and approved by the Board at the time of application.

5. The business shall not involve door-to-door solicitation within the Project and the Ewa by Gentry Community.

6. The business shall be consistent with the residential nature of the Project and Ewa by Gentry Community, and shall not interfere with any resident's right to the quiet enjoyment of his/her unit, and shall not in any way create a nuisance or hazard as may be determined in the sole discretion of the Board.

7. The term "business" shall include both profitable and non-profit activities.

B. Short Term Leasing Prohibited. Leasing of the units for periods shorter than 30 days is prohibited. Leasing portions of the units are strictly prohibited.

C. Conditions of Units; Maintenance. Residents must keep their units in a clean and sanitary condition so that the soundness of the building 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.

D. Nuisances. Any noxious or offensive use of a unit or behavior of a resident that deprives other residents from the peaceful possession and enjoyment of their units is considered a nuisance and shall not be permitted. The Site Manager shall notify the offending owner to cease such nuisance or annoyance. At the 3rd violation, the Board of Directors will be notified of the violation.

E. Noise. All residents shall avoid excessive or disturbing noise of any kind at any time, including that from stereos, radios, televisions, parties and construction. 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 Site Manager who will take appropriate action.

F. 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, fireworks, or other explosive 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 barbeque.

G. 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 might result in the cancellation of insurance or increase in the insurance rate on the buildings or premises.

II. COMMON AREAS

A. 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.

B. Personal Property. No items of personal property shall be left on any of the common areas. Articles of any kind left in any of the common areas or common elements will be removed at the owner's risk and expense at the direction of the Site manager and will be treated as abandoned property for purposes of disposition.

C. 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. Vehicles parked in driveways must not block sidewalks in any way.

D. 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. It is not permissible to look in or remove items from other Residents' trash receptacles or shared dumpsters. All trash containers must be removed from the pick-up area by that evening. City and County will replace missing or damaged trash cans. Trash cans must be stored inside the home's gate or beside the garage on the concrete pad. Trash cans are not permitted to be left in the common area for storage.

E. Moving and Deliveries.

1. Moving. Advance notice must be given to the Site Manager when household goods or large items of furniture are to be moved to reduce traffic congestion and disturbances 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. Portable moving containers shall not remain on the premises for more than 48 hours.

2. Workers and Deliveries. All work or delivery persons must use the visitor parking stalls or must use the garage or driveway designated for the unit they are servicing. The driver should be available to move the vehicle at a moment's notice.

3. Garage/Yard Sale. When holding a garage/yard sale, it is the owner's responsibility to ensure that all potential buyers are not impeding the passage of any vehicle.

F. Block Parties. Block parties which constrict the use of roadways or driveways are not permitted.

III. LIMITED COMMON AREAS

A. LIMITED COMMON AREAS DEFINED. The limited common areas for each unit include the fenced yard of the unit, the adjacent garage and driveway, the exterior of the unit and the roof of the unit. The limited common areas are more fully delineated on the condominium map. All limited common areas are the maintenance responsibility of the owner of the unit to which the limited common area is attached.

B. Fenced Yard Areas; Fences. Owners are responsible for maintaining the fenced yard areas in a clean and neat manner. The Site Manager has the authority to determine if the fenced areas are clean and neat. 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.

1. Owners must seek written Board approval before 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.
2. 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. See list of trees that are approved by the Project which is included within the packet or a copy of which can be obtained from the Site Manager.
3. Landscaping within eighteen inches (18") of the home must not impair the effectiveness of the existing termite treatment. Grass only should be planted. Any other landscape treatment of the area (gravel or concrete) must be approved by the Board. The Board of Directors 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.

C. Barbecuing. Fires, open flames, hibachis or grills of any kind shall not be permitted on the common areas. Fire pits, or open flames of any kind shall not be permitted in the fenced yards of each unit either. Gas and charcoal grills only are permitted in the fenced yards of each unit, provided that fire extinguishers are readily available and that adequate provisions are made to control smoke and flames so as not to cause hazard or nuisance to neighbors. Imus are not permitted.

D. Garages. Garages are intended for the use of parking vehicles and incidental storage only. Garages are not to be used as living areas or for any activity that's a nuisance to neighbors. For security purposes, garages should be closed when not in use. Owners and occupants shall be responsible for the cleanliness of their respective garages, parking stalls and if applicable, the appurtenant limited common element driveway. This includes removal of any grease or oil stains. No personal items, such as lumber, crates, potted plants, furniture or recreational equipment, shall be permitted in/on the parking stalls, driveways or black top.

E. Exterior Siding and Roof. Maintenance of each unit's exterior siding and roof are each unit owner's responsibility. Owners must ensure that both are clean and in good repair. Painting and replacement of shingles must be done as needed in colors and materials approved by the Board. The Board of Directors has the authority under the Declaration of Condominium Property Regime and By-Laws of the Association to require an owner to repair the siding and roof if they become damaged or worn.

F. Doors. Doors, to include garage doors, must be free of damage and painted according to approved colors. Security/screen doors installed on the exterior of existing doors must be black or white, or painted the same color as the approved door color.

IV. BUILDING MODIFICATIONS

- A. Draperies, blinds or shutters visible from the exterior of any unit must have a neutral color or backing (white, off-white, tan or beige).
- B. Window tinting must be approved in writing by the Board of Directors.
- C. Exterior paint colors must be approved in writing by the Board of Directors.
- D. All repairs of internal installations within each unit such as water, light, gas, power, sewage, telephone, air conditioning, sanitation, door, windows, lamps and all other fixtures and accessories belonging to such unit, including interior walls and partitions and the inner decorated or finished surfaces of the perimeter walls, floors, and ceiling of such unit shall be the owner's responsibility.
 - 1. 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.
 - 2. 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.
 - 3. Any installation of any photovoltaic system or solar hot water system shall be submitted to the Design Committee for approval.
- E. The Board of Directors shall be notified prior to the commencement of the installation of any Reception Antenna or similar structure or satellite dish. A copy of the Association's Antenna Installation Notification Form may be obtained from the Site Manager's office. The installation of Reception Antennas on the common elements is strictly prohibited. No private outdoor radio, television, antenna or similar structure or satellite dish will be erected or installed on the exterior of any building or anywhere on the premises without approval by the Board of Directors or in accordance with the rules and regulations promulgated by the Federal Communications Commission.
- F. All repairs and installations and other work done in the unit or its limited common areas must be performed by a licensed contractor. The owner must provide proof of such licensing upon request of the Board or the Site Manager.

None of the above provisions are intended to contravene the State or Federal Fair Housing Acts ("FHA"). The Board will at all times comply with the provisions of the FHA when acting upon requests by handicapped persons to make reasonable modifications to their units and/or the common areas to allow full enjoyment of the Project. Costs of such alterations shall be borne by the requesting residents. The Board shall also comply with the FHA when acting upon requests by handicapped persons for exemptions from any of the provisions of the Project

documents which may interfere with said handicapped persons' equal opportunity to use or enjoy their units and/or the common elements of the Project.

V. **INSPECTIONS.** The Board of Directors may institute regular inspections of the common elements to ensure compliance with these Rules.

VI. **PETS.**

- A. All pets must be registered with the Site Manager.
- B. No livestock, poultry or other animals shall be allowed in the Project. Dogs, cats or other household pets are limited to two (2) and may be kept by occupants in their respective apartments or within the enclosed fenced area.
- C. Pet owners will be held responsible for the action of their pets at all times.
- D. Pets shall not be kept, bred or used for any commercial purposes.
- E. Any pet causing a nuisance or unreasonable disturbance shall be promptly and permanently removed from the Project upon notice by the Site Manager at the direction of the Board of Directors.
- F. Any homeowner shall be responsible for a dog that barks for 10 minutes without ceasing or intermittently for 30 minutes, whether the dog belongs to the homeowner or to their tenant or guest. The homeowner shall be issued a warning letter for the first violation of this rule.
- G. If the barking is not remedied, a \$200.00 fine will be issued in accordance with Fine Schedule, which is in the House Rules.
- H. Pets must be kept in the units or within the enclosed fenced area except when in transit.
- I. While in transit through the common areas, all pets must be on a leash, in a stroller, in a cage or carried.
- J. No pet shall be left unattended in the common area.
- K. Pet owners must pick up and securely wrap and dispose of pet waste.
- L. The failure to properly clean up and dispose of pet waste will result in an automatic \$100.00 fine being assessed against the owner's unit.
- M. Notwithstanding anything on the contrary contained in the Declaration, By Laws or House Rules, but subject to reasonable restrictions, animals upon which disabled occupants depend for assistance shall be allowed throughout the common elements while under the control of its handler, by use of a harness, leash, tether, cage or other physical control would interfere with the assistance that the animal provides, by voice control, signals or other effective means.
- N. This exception shall also apply to animals depended upon by disabled guests of occupants.
- O. Any disabled person requesting a reasonable accommodation to keep an assistance animal in his/her unit should contact the Site Manager or Board.
- P. If a service/assistance animal creates an unreasonable disturbance/nuisance (e.g., excessive barking) the owner will be responsible for abating the disturbance/nuisance within a reasonable time. If the owner

is unable to abate the disturbance/nuisance, the Association will demand the removal of the service/assistance animal; however, the owner will be afforded a reasonable amount of time to replace the service/assistance animal prior to its removal.

VII. ENFORCEMENT

A. Owners' Responsibility to Remedy.

1. All owners are responsible for ensuring that their family members, tenants, guests and invitees abide by these rules.
2. Owners will be held responsible for any infractions caused by themselves or their family members, tenants, guests and/or invitees.
3. If the owner is unable to enforce these Rules, he/she shall, at the request of the Site Manager or the Board, remove the non-complying person from the Project.
4. Every owner shall do whatever is necessary to remedy any violation at his/her own expense.
5. The cost of repair or replacement of any damage to the common areas and any legal fees incurred by the Association may be assessed by the Board Against the person or persons responsible, including, but not limited to, owners or occupants for damages caused directly or indirectly by themselves or their family members, tenants, guests and/or invitees

B. Board Enforcement of Rules.

1. 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 Site Manager.
2. The Board may use discretion in promulgating reasonable fines and penalties for violation of these Rules.

C. Owner to Pay Fees and Costs. Owners shall be responsible for paying any expenses incurred due to violations of these Rules, including Attorneys' fees.

D. The Violation of Any House Rules Adopted by the Association of Apartment Owners Shall Give the Board of Directors or Its Agents the 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 THREATENS 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 INEQUITY, THE CONTINUANCE OF ANY SUCH BREACH, AND ALL COSTS THEREOF, INCLUDING ATTORNEYS' FEES, SHALL BE PAID BY THE DEFAULTING OWNER ON DEMAND; 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.

VIII. MISCELLANEOUS

A. No Soliciting. No solicitation or canvassing will be allowed in any building or on the common areas at any time, except for the solicitation of proxies or distribution of materials relating to Association matters on the common elements by unit owner; provided that the Board may adopt rules regulating reasonable time, place, and manner of the solicitation or distributions, or both.

B. Signs.

1. American flags may be displayed by every owner/resident from sunrise to sunset. Flags must be no larger than the standard 3 ft by 5 ft size. Only one flag may be displayed per unit. No flag may be displayed upside down. Flags must be cleaned and mended as needed; no flag shall be displayed in torn or tattered condition.
2. Signs shall not be placed on the units, or in the units visible from the road, or in the Common areas except those previously approved by the Board.
3. Only one sign relating to "For Sale" or "For Rent" can be placed in front of the unit.
4. "No Soliciting" signs shall be limited to a sign no larger than 3" X 6" and must be placed on the entrance gate to the unit.
5. Garage/yard sale signs shall not be placed on any Association light pole or street sign. Any garage/yard sale sign found on an Association light pole or street sign will be promptly removed.
6. Garage/yard sale signs shall be displayed on wood stakes or metal stakes in the common area and shall be removed promptly after the garage/yard sale is completed.
7. Alarm company signs shall be of the adhesive type sign and shall be displayed in garage door windows. In the absence of garage door windows, the alarm company signs can be adhered to the garage door.

C. Access. The Site Manager shall not give any person access to a unit without the written permission of the owner.

D. Registration with Site Manager. Residents shall file their name, address, and phone number and signature with the Site Manager upon purchasing and/or taking occupancy of a unit, and shall furnish the Board and/or the Site Manager with such other reasonable information as shall be requested from time to time.

E. Absent Owners.

1. 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.
2. Such owners shall file with the Site Manager their out-of-town address and telephone number and the address and telephone number of their local agent.
3. 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 Site Manager with the name, address and phone number of any tenants living in the apartment and for the Owner.

G. Work. No work will be allowed to begin on the premises before 8:00 am or after 7:00 pm., except in an emergency.

H. Employees of Association.

1. Maintenance employees of the Association are under the sole direction of the Site Manager and during their working hours they shall not be diverted to the private business or employment of any resident.
2. No employee shall be asked by a resident to leave the common elements for any reason.

IX. AMENDMENTS

These Rules may be amended by a majority vote of the Board of Directors at a duly called meeting, upon giving notice to all owners in the same manner as for notice of Association meetings and an opportunity to be heard thereon.

TCLT Parking and Roadway Policy

Parking and Roadway Policy was ratified by the Terrazza/Cortebella Board of Directors on March 28, 2023.

1. Maintenance of Space/Driveway

- a. Owners and residents are responsible for the cleanliness of their respective garages, parking stalls, and (if applicable) appurtenant limited common element driveways, including the removal of grease and oil stains.
- b. No personal items, such as lumber, crates, potted plants, furniture, recreational equipment, etc. shall be permitted in/on parking stalls, driveways, or black top.

2. Observance of Sign

- a. The speed limit is 5 MPH within the property.
- b. Vehicles shall travel at no greater than five miles per hour (5 MPH) within the property.

3. No Impeding of Access.

- a. No vehicle should block another vehicle's entrance to or exit from a property.
- b. Vehicles with any portion parked on or overhanging the sidewalk are in violation of the TCLT Parking and Roadway Policy. A notice of violation will be sent to the resident for vehicles registered with the TCLT site office. If the vehicle is not registered with the TCLT site office the vehicle is subject to tow at the owner's expense.

4. Roadway and Parking Rules

- a. Playing on the roadways is strictly prohibited.
- b. No mini bikes, pocket rockets, dirt bikes, quads, ATVs, hoverboards, or other unauthorized vehicles may be operated in the property.
- c. Personal golf carts are not allowed on TCLT property.
- d. Residents are allowed to park on their driveways provided that all tires are not on roadway, grass, or blacktop area. Vehicles parked in driveways must not block sidewalks in any way.
- e. The Board has the authority to promulgate more stringent rules and penalties if parking becomes a traffic hazard and/or aesthetic problem.
- f. A lost or stolen parking pass must be reported immediately to the Site Manager to invalidate that pass number. A \$100.00 charge will be collected at the time of request for a replacement pass. Renters are not authorized to obtain a parking pass. Renters must obtain a pass through the owner or agent of the property at the cost of \$100.00.

- g. Parking passes shall not be altered in any way. The owner of a parking pass found altered or duplicated will be issued a violation and immediate fine of \$100.00. The parking pass number will be invalidated by the Site Manager and reported to Security Staff and the towing company. A second fee of \$100.00 will be collected at the time of pass replacement to resolve the matter. In addition to fines and fees, repeat offenses will be referred to the Board for review and action. Vehicles with an invalidated parking pass are subject to tow at the owner's expense.
- h. A valid parking pass is required to park in a stall during towing hours of 2am-6am. The parking pass must be hung on the vehicle's rearview mirror unobstructed from view so the parking pass and number are clearly visible.
- i. Delivery, vendor, and other service vehicles parked (with hazard lights flashing) on the blacktop fronting the home being services will be given a 15-minute grace period before being subject to tow at the owner's expense.
- j. Unattended vehicles parked in TCLT property outside a marked stall (on the grass, blacktop, fence line, curb, etc.) are subject to tow at the owner's expense.
- k. All motor vehicles, including motorcycles, utilizing marked stalls are required to have current registration and safety inspection stickers applied to the vehicle in the designated place. Vehicles found without valid stickers (i.e., missing or expired) are in violation of the TCLT Parking and Roadway Policy. If a parking pass is visible, a notice of the violation will be delivered to the homeowner of the parking pass. If no parking pass is visible, the vehicle is subject to tow at the owner's expense.
- l. It is the owner's responsibility to inform guests of TCLT parking rules and policy.
- m. Boats, non-vehicular items, and personal effects must be stored either within a closed garage or outside the property.

5. Condition of Vehicles

- a. No major repairs to automobiles, motorcycles, or other motor vehicles permitted within the property.
- b. Vehicles may not be stored in marked stalls. Vehicles that have not moved in 3 days will be cited for violation according to the TCLT Parking and Roadway Policy Fine Schedule

6. Towing of Vehicles

The TCLT Site Manager, Security Staff, and designated members of the Board are authorized to request the tow or removal (at the owner's expense) of any vehicle or equipment left unattended or parked in violation of TCLT Parking and Roadway Policy. The TCLT Site Manager, Security

Staff, and authorized members of the Board are not subject to any claim or liability or damage in the exercise of such authority.

7. TCLT Parking and Roadway Policy Fine Schedule

All Parking and Roadway Policy violations should be reported to and documented by the TCLT Site Manager. Unless stated otherwise in the TCLT Parking and Roadway Policy the following fine schedule applies:

- 1st notice - Courtesy Letter
- 2nd notice - \$50.00 fine
- 3rd notice - \$100.00 fine
- 4th notice - \$150.00 fine

There will be a two-week period before the first and second (and any subsequent) notices. If fines are not paid by the required due date, late fees are assessed and the debt will be referred to collections as needed.

8. Repeated Abuse of the TCLT Parking and Roadway Policy

The TCLT Site Manager will report repeated abuse of the TCLT Parking and Roadway Policy to the TCLT Board of Directors for review and action. The TCLT Board of Directors reserves the right to suspend or revoke resident parking privileges for repeated abuse of the TCLT Parking and Roadway Policy.

Parking and Roadways Only

Rev. 03.29.2023

Eff Date 06.01.2023