



# **Ewa by Gentry**

## **Community Association**

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# Community Living Guidelines

Updated January 1, 2025

<b>Community Living</b> .....	<b>3</b>
<b>Community Center &amp; Activities</b> .....	<b>4</b>
<b>Maintenance</b> .....	<b>4</b>
<b>Covenants</b> .....	<b>5</b>
<b>Exterior Modifications/Design Review</b> .....	<b>5</b>
<b>Association Assessments</b> .....	<b>5</b>
<b>Residential Guidelines</b> .....	<b>6</b>
<b>Non-Resident Owners</b> .....	<b>6</b>
<b>Home Based Businesses</b> .....	<b>6</b>
<b>Landscaping</b> .....	<b>7</b>
<b>Pets</b> .....	<b>7</b>
<b>Signage</b> .....	<b>7</b>
<b>Flags</b> .....	<b>8</b>
<b>Vehicle Repairs</b> .....	<b>8</b>
<b>Open Storage of miscellaneous items and Bulky item Pick-up</b> .....	<b>8</b>
<b>Parking</b> .....	<b>8</b>
<b>Use of Garage or Carport</b> .....	<b>9</b>
<b>Garage Sales</b> .....	<b>9</b>
<b>Noise &amp; Quiet enjoyment</b> .....	<b>9</b>
<b>Tarps</b> .....	<b>9</b>
<b>Party Tents</b> .....	<b>9</b>
<b>Holiday Decorations</b> .....	<b>9</b>
<b>Sports Equipment and Toy Storage</b> .....	<b>10</b>
<b>Neighbor to Neighbor Disputes</b> .....	<b>10</b>
<b>Reporting Problems within City &amp; County of Honolulu Jurisdiction</b> .....	<b>10</b>
<b>Abandoned or Derelict Vehicles</b> .....	<b>11</b>
<b>Covenants Enforcement</b> .....	<b>13</b>
<b>Common Area Covenants Violations &amp; Special Assessment</b> .....	<b>15</b>

## Community Living

E Komo Mai. Welcome to Ewa by Gentry Community Association (EbGCA). The purpose of this guide is to introduce you to community living within EbGCA. Our Homeowner Association (HOA) is governed through Declaration of Covenants, Conditions and Restrictions (DCCRs), Bylaw's, and Articles of Incorporation that authorize and direct the actions of the Board of Directors and Association staff. When you purchased a single, or multi-family unit in Ewa by Gentry, you became a member of the Association. As such, you have the benefit of using association amenities and are subject to the provisions specified in the governing documents and the associated policies and resolutions.

EbGCA is a master-planned community made up of numerous single-family home neighborhoods and several multi-family condominium communities designated as Association of Apartment Owners (AOAO) associations. Each AOAO has their own governing documents and volunteer Board of Directors; homeowners in the AOAO's must follow both sets of documents.

### Civility Pledge

The Association adopted this Civility Pledge in 2023 as a commitment to fostering a climate of open discussion and debate, mutual respect, and tolerance between all who live in, work in, and visit our community.

1. **We expect each individual**, whether a resident, guest, board or committee member, community association manager, staff member, business partner, or contractor, to be accountable for his or her own actions and words.
2. **We believe all interactions in the community should be civil despite any differences of opinion on a particular issue.** We believe in finding common ground and engaging in civil discussions about community issues important to each of us.
3. **We vow to respect all points of view and will strive to provide a reasonable opportunity for all to express their views openly—without attacks and antagonization.** We agree to keep our discussions focused on the business issues at hand, as well as on the ideas and desired outcomes.
4. **We urge all residents to be engaged and informed.** Get to know your neighbors, your board members, and your community manager. Attend meetings, join a committee, or serve on the board. Understand the community's rules, regulations, and covenants, and the value they add. Ask questions, share your opinions, and vote.
5. **We believe these commitments to civility**, as well as engaged and informed

residents, are a vital part of our shared goal of being a vibrant, thriving community.

Our website, [ewabygentry.net](http://ewabygentry.net), is generally the easiest place to get the most up to date information. Most EbGCA governing documents and forms are available for download. Through the website, homeowners may also send messages to Association staff and to the Board of Directors. Information about upcoming events, classes and activities are announced. Homeowners may also start the process for design applications, facility rentals, class and event registration, pool memberships and more.

Services offered by the Association are provided through three key departments: Community Center & Activities (CCA), Maintenance, and Administration which includes Covenants and Design. Additionally, we work with several business partners who help support, enhance, and manage association services.

### Community Center & Activities

This department is responsible for coordinating and managing events, classes, community parks, facility and common area rentals and usage permits.

We have two community centers: Thomas H. Gentry Community Center at 91-1795 Keaunui Dr, and the Westside Community Center at 91-1025 Koana St. Both house staff offices and have areas available for EbGCA members to rent for family gatherings or other approved activities. At Thomas H. Gentry Community Center there is also a swimming pool with showering facilities. Our community also has three large parks with playground equipment and restroom facilities.

The association conducts community events throughout the year including Movies in the Park, Community Swap Meets, and various seasonal activities.

For information on how to rent our facilities, obtain pool membership, or to learn about upcoming events, we encourage you to go to our website, [ewabygentry.net](http://ewabygentry.net). You may also contact our Community Center Staff at 808-685-0111, x31 or drop by the CCA walk up window at Thomas H. Gentry Community Center during office hours.

### Maintenance

Our Maintenance Department is responsible for the upkeep of our community's common areas, the pool and pavilions at Thomas H. Gentry and the Westside Community Center. You can alert us of a maintenance issue through our website, or by calling our maintenance office at 808-685-0111 x 33.

## Covenants

The Covenants staff are tasked with the enforcement of the Association's Covenants, Conditions and Restrictions. General Rules are stated in the Ewa by Gentry Community Association Declaration of Covenants, Conditions and Restrictions (DCCR's). The rules have been more specifically defined by the Board of Directors in two companion documents; this Community Living Guide (CLG) and in the Design Committee Rules (DCR's).

The enforcement process was established by the Board of Directors and can be found in this Guide on page 13, under EbGCA Policy Resolution #2, Covenants Enforcement.

Our Covenants staff drive through each subdivision on a regular basis performing inspections. If compliance concerns are visible, they will send a courtesy letter to the homeowner explaining how to resolve the issue. The letter will include a reinspection date. If the issue has been rectified when they reinspect, staff will note it and close the record. If not, follow-up communications will occur in accordance with our policy resolution.

Each letter mailed by the Covenants Department includes an email contact, and a contact phone number. You can communicate directly with the staff to ask clarifying questions, explain special circumstances or to request an extension to rectify a situation.

You can contact Covenants by calling 808-685-0111 and pressing #1 when prompted by our automated system. You may also email them at [covenants@ebgca.net](mailto:covenants@ebgca.net).

## Exterior Modifications/Design Review

Modifications to your property's exterior require approval from the Design Committee before work starts. The Design Committee Rules outline the standards that must be followed and the procedures for submitting applications for approval. A copy of the Design Committee Rules may be downloaded from our website.

You can submit documents and questions to our Design Committee Coordinator at [design@ebgca.net](mailto:design@ebgca.net) or by calling 808-685-0111 x 22.

## Association Assessments

EbGCA Assessments are paid quarterly and are due by January 1, April 1, July 1, and October 1. A late fee of \$25 will be added to payments received after the 15<sup>th</sup> of the month the payment is due.

Our offices do not accept payment of assessments. All Association assessment payments must be sent to:

Hawaiiana Management Company  
711 Kapiolani Blvd #700  
Honolulu, HI 96813

Information for payment by e-check, credit card or debit card can be obtained from our website at [ewabygentry.net](http://ewabygentry.net) or by going to the Hawaiiana website at [hmcmgt.com](http://hmcmgt.com). You can also contact Hawaiiana's payment inquiry department at 808-440-5530 or by emailing [paymentinquiry@hmcmgt.com](mailto:paymentinquiry@hmcmgt.com)

## Residential Guidelines

The following are the most frequently referenced guidelines to living within EbGCA. These are based on the governing documents and have been adopted by the Board of Directors and the Design Committee. These rules apply to all homeowners, family members, tenants, guests, lessees, corporations, limited liability companies, trustees, licensees, and any invitees of Ewa by Gentry as stated in Section 3.02, Item Y of the DCC&R's

### **Non-Resident Owners**

Homeowners who do not reside in their EbGCA owned property must register their tenants, property manager or agent with the Association. Homeowners must also update tenant, property manager or agent information each time it changes, within 10 days of the change.

Failure to submit a completed [EbGCA Non-Resident Registration Form](#) or a [HMC Change of Address Form](#) within 10 days of the change can result in a fine of \$100. Forms are available on our website under the Homeowners Services Tab. Completed forms can be dropped by our office, or emailed to [covenants@ebgca.net](mailto:covenants@ebgca.net)

### **Home Based Businesses**

Each lot shall only be used for residential purposes; although a resident may conduct a business, either for profit or non-profit, within the home under the following criteria:

- The property owner must submit a letter of request to operate the business, addressed to the Board of Directors and must receive Board approval BEFORE commencing business from the residence.
- The existence of said business shall not be detectable/visible from outside the Lot by sight, sound, or smell.
- The business shall conform to all applicable laws or ordinances pertaining to zoning or other matters relating to the use and development of their lot or unit.
- The business shall not involve regular visitation to the Lot by clients, vendors, or others, except as reviewed and approved by the Board at the time of application.

- The business shall not involve door-to-door solicitation within the Ewa by Gentry Community.
- The business shall be consistent with the residential nature of EbGCA and shall not interfere with any resident’s right to the quiet enjoyment of their Lot and shall not in any way create a nuisance or hazard as may be determined at the sole discretion of the Board.

## **Landscaping**

All residences, and any applicable planter strip between the sidewalk and the street shall be landscaped, and landscaping must be maintained in a neat and attractive condition.

Landscaping should be kept free of weeds and bare spots. Grass, groundcover, hedges and trees should be kept trimmed and healthy. No vegetation should encroach on any neighboring property.

Trees in the curb line planter strips are owned by the City and County of Honolulu. They cannot be trimmed or removed without permission. Property deeds specify that all other maintenance of the planter strip is a homeowner responsibility.

## **Pets**

Each lot may have a reasonable number of suitable household pets if the pets do not create a nuisance by sound, smell, or by causing physical or property damage. If pets are outside of the house, they must be in the physical control of their owner or caregiver and must not be allowed to roam free.

Commercial breeding is prohibited (see guideline for Business within the community).

Each household is fully responsible for removing all pet waste that the pet leaves on their own property and on neighboring properties, including all common areas. Leaving pet waste in a public place is a violation of City & County of Honolulu Ordinances.

## **Signage**

“No Solicitation” or “No Trespassing” signage will be allowed without Design Committee approval if they meet the following criteria:

- Sign must be limited to 1 sign no bigger than an 8”x 2” commercially made plaque. Vinyl stickers are not allowed.
- Signs may be attached to the dwelling closest to the garage door.
- Signs may not be attached to perimeter or shared fencing or be placed in windowsills.
- Signs must be simple in design, neat and consist of no more than 2 colors (e.g., red and white, black and silver).

Commercial, political or similar signs are not permitted. Any other sign requests must be approved by the Design Committee. Information on how to apply is available on our website under Design Modifications, or you can reach out to our Design Committee Coordinator at [design@ebgca.net](mailto:design@ebgca.net) or by calling 808-685-0111 x 22.

## **Flags**

Only United States of America flags are permitted for display in areas that are visible from the street or any neighboring property. Specifics on flag rules and allowable supporting devices can be found in our Design Committee Rules.

## **Vehicle Repairs**

No trailer, truck, automobile, boat, or other vehicles shall be constructed, reconstructed, or repaired on any lot which is visible to neighboring properties. From time to time, an owner of a lot or unit may perform minor repairs or maintenance on their personal vehicle in their garage or carport. No repair or maintenance visible from neighboring properties or the street shall be undertaken unless it is pursued continuously to completion and is completed within 6 hours. Vehicles not in operating condition shall not be kept or maintained on any lot that may be visible from the street or neighboring properties.

## **Open Storage of miscellaneous items and Bulky item Pick-up**

Open storage, including but not limited to the following items, which may be visible to the street is prohibited and prohibited on the Curb Line Planter Strips of any home:

- Furniture, fixtures, non-City & County trash containers, personal items, shoe racks, barbeque grills, toys, bicycles, coolers, beach/collapsible chairs & tables, hammocks, yard swings, glider rockers, laundry or laundry facilities, unhitched trailers or any other goods and chattels.

Bulky items Pick-ups must be scheduled with City & County of Honolulu through <https://honolulu.sanstar.net> Items must be stored out of sight until the night before the scheduled date of pick-up.

## **Parking**

All vehicles parked within the community must adhere to all City & County Parking Regulations. Parking violations on the streets or on sidewalks are enforced by the Honolulu Police Department (HPD).

No part of any vehicle may be parked on any part of the yard, including grass and gravel areas.

Violations to this rule are enforced by our Covenants staff.

Vehicles parked in the driveway may not block the sidewalk.



## **Use of Garage or Carport**

Garages and carports may only be used for parking vehicles or boats. They may not be reconstructed as living quarters.

## **Garage Sales**

EbGCA organizes several large swap-meets each year and people may participate for a small fee. Homeowners are encouraged to take advantage of these events instead of holding their own individual garage sale. For more information contact our Community Center at 808-685-0111 x 31.

If a homeowner or tenant decides to hold their own garage sale these rules must be followed:

- The owner or tenant of any lot may not conduct more than one (1) garage sale every six (6) months.
- Any “garage sale” may not last more than two (2) days.
- Signs may be posted in a neat and attractive manner the day before the sale and must be removed when the sale ends.
- Homeowners are encouraged to notify the Association Office at 808-685-0111 prior to any garage sale.

## **Noise & Quiet enjoyment**

Any homeowner, tenant or guest of any lot may not disrupt the quiet enjoyment of any neighboring lots. This includes unreasonable playing of loud music, loud talking, laughter, pet noise, or any noise that may cause a nuisance.

Any noise which is considered unreasonable should be reported to HPD through their non-emergency line, 808-529-3111.

## **Tarps**

Tarps are prohibited; including those used for vehicle covers, hot tub, spa or pool covers, bike or motorcycle covers, boat covers and covering for storage of any kind at any time.

## **Party Tents**

Temporary party tents/structures and any string lights used in the event may be assembled 2 days before the event and must be removed no later than 2 days after the event.

## **Holiday Decorations**

Exterior holiday decorations are allowed temporarily for special occasions and major holidays. Decorations may not be installed sooner than 7 days prior to the event and must be removed no later than 7 days after the event, unless otherwise stated. No decorations are allowed year-round.

- Halloween decorations may be installed beginning October 1<sup>st</sup> and must be removed by November 7<sup>th</sup> of the same year
- Winter holiday decorations may be installed beginning November 1<sup>st</sup> and must be removed no later than January 15<sup>th</sup> of the following year

All exterior string lights that are not for a holiday or temporary event require design committee approval.

### **Sports Equipment and Toy Storage**

When not in active use, sports equipment should be stored out of sight in a location so as not to be visible from the street or neighboring properties. Portable basketball hoops may remain upright on private property when not in active use, but may not block any sidewalk, driveway, or public street. Hoops may not be laid down in any location where they are visible from the street or neighboring properties. Toys should be organized in a neat condition while being used and stored out of sight when not being used. Bicycles, mopeds, or other such items may not be parked, chained, or stored in Common Areas and/or landscape easements.

### **Neighbor to Neighbor Disputes**

Neighbors with unresolved disputes are encouraged to work them out among themselves. If they aren't able to do so, they may contact The Mediation Center of the Pacific at 808-521-6767 for mediation or arbitration.

### **Reporting Problems within City & County of Honolulu Jurisdiction**

The City & County of Honolulu Department of Customer Services (CSD) can be contacted by calling 808-768-3391 / 4381, by email to [complaints@honolulu.gov](mailto:complaints@honolulu.gov), or on-line at [www8.honolulu.gov/csd/report-a-concern/](http://www8.honolulu.gov/csd/report-a-concern/). Customer Service Representatives are available to help you from 8 a.m. to 4 p.m., Monday through Friday (excluding holidays). They can direct people with concerns that fall under the City and County's responsibility to the proper department for response. Examples of concerns that fall under the authority of the City & County of Honolulu to address include abandoned vehicles, cracked/uplifted sidewalks, refuse collection, public trees (fallen, or in need of trimming/removal), dangerous dogs, noise complaints

The Honolulu City Council implemented an official mobile Honolulu311 app for the reporting of issues such as potholes, broken streetlights, cracked sidewalks, illegal dumping, homeless concerns, dead animals in/along the road, graffiti, vandalized/broken signs and more via your smartphone. You will need to download the app to your iPhone from <https://apps.apple.com> or for your Android smartphone from <https://play.google.com>. Once installed on your phone, create and sign into your account. Reports can be filed from there, and homeowners can track report status when signed into their account.

## **Abandoned or Derelict Vehicles**

EbGCA has no authority to remove vehicles from the streets that make up our community. You may report such vehicles to 808-768-2530 or online at [web1.hnl.info/pav/](http://web1.hnl.info/pav/).

The AOA's do have jurisdiction over their streets. You can contact your AOA site manager regarding vehicles located within the boundaries of the multi family association.

## **Street Parking**

EbGCA has no ownership of public streets and no authority to enforce City & County of Honolulu ordinances related to street parking. Only the Honolulu Police Department has the authority to enforce the ordinances related to parking on city streets. Illegal street parking should be reported to the Honolulu Police Department Traffic Division at 808-723-3413, or you may report via the Honolulu311 mobile app.

## **Fireworks**

State statute makes it unlawful for any person to possess, use, explode, or cause to explode any aerial device, articles pyrotechnic, display fireworks, or any of the following on Oahu: Snakes, sparklers, cylindrical or cone fountains, illuminating torches, bamboo cannons, whistles, toy smoke devices, wheels, ground spinners, novelty or trick items, combination items, paperless firecrackers, and other fireworks of like construction that are designed to produce the same or similar effects. The use of firecrackers is prohibited without a permit. Homeowners observing the illegal use of fireworks may anonymously report to the State Department of Law Enforcement (DLE) by calling 808-517-2182 or through their website at [law.hawaii.gov](http://law.hawaii.gov).

DLE's new mobile SaferWatch app may be loaded onto any smartphone by going to the website [GetSaferWatch.com](http://GetSaferWatch.com). SaferWatch provides the means for anonymously reporting suspicious/illegal activities, to include illegal fireworks, via your smartphone.

## **Animal Nuisance / Dangerous Dogs / Animal Cruelty**

The Honolulu Police Department (HPD) handles enforcement of dangerous dog and animal nuisance laws. Animal nuisance is defined as any animal that barks, whines, howls, crows, cries, or makes other unreasonable noise continuously for ten minutes or intermittently for one-half hour or more. A dangerous dog is defined as a dog that, without provocation, attacks a person or domestic animal, causing bodily injury to the person or serious injury or death to a domestic animal or behaves in a manner that a reasonable person would believe poses an imminent threat of such injury or death. Suspected dangerous dog issues should be reported to HPD by calling 911.

Animal nuisance issues should be reported to HPD using their non-emergency number, 808-529-3111. Feral chickens should be reported to Honolulu CSD at 808-768-4381, or email: [complaints@honolulu.gov](mailto:complaints@honolulu.gov).

The Hawaii Humane Society (HHS) investigates and enforces offenses related to animal cruelty. Suspected animal cruelty issues should be reported to HHS at 808-356-2250.

### **Public Trees**

Trees located in the planter strip between the curb and sidewalk along city streets are the responsibility of the City & County of Honolulu to maintain. Issues related to these trees such as placement, trimming, removal, and damaged or fallen trees should be reported via the Honolulu311 app, or by calling the Department of Parks and Recreation's Division of Urban Forestry at 808-971-7151.

### **Issues related to Homelessness**

EbGCA is not resourced to address, support, or aid individuals experiencing homelessness. If you witness a health emergency or a crime, please call 911. For urgent, non-violent homeless related concerns, please contact the Honolulu Emergency Services Department, Honolulu Crisis Outreach Response & Engagement (CORE) hotline at 808-768-2673.

# Ewa by Gentry Community Association

## POLICY RESOLUTION #2

Effective January 1, 2025

### Covenants Enforcement

WHEREAS, Section 5.05(a) of the Declaration of Covenants, Conditions and Restrictions (DCCRs) allows the Association to enforce covenants and Association rules, and

WHEREAS, Section 5.05(b) of the DCCRs allows the Association to assess fines for violations, and beyond the private lots of the Association Members that affect the Common Areas of the Association, and

WHEREAS, Association staff are tasked to inspect homes or property and enforce the DCCRs and the Design Committee Rules, and

WHEREAS, the enforcement of the covenants is expected from homeowners who have purchased a home in a master planned community,

NOW THEREFORE BE IT RESOLVED THAT the EbGCA Board of Directors approves the following Covenants Enforcement Policy:

1. This policy applies to all violations other than those outlined in Resolution 2A-Revised.
2. Depending on the category of violation homeowners will be given a deadline by which the violation can be remedied without further penalty:

- a. Immediately: Violations to vehicle and trailer parking rules, such as parking or storing vehicles, boats, trailers etc. on the front lawn.

Subsequent citations for the same violation, regardless of the time elapsed between occurrences, may result in immediate fines or referral of the homeowner for legal action. All attorney fees will be charged to the homeowner.

- b. 14 days: Violations to the aesthetic and/or the approved design concept of the neighborhood, to include landscape maintenance, and removal of inoperable vehicles and visible storage of chattel.

If the violation is not adequately addressed within the 14-day time frame the homeowner will be given notice that they have an additional 14 days to correct the violation without further penalty.

Should the violation continue, 14 days after the second notice, a third notice will inform the homeowner that a \$100 fine is automatically assessed.

Repeat violations occur when the homeowner is cited multiple times for the same issue. The Association escalates the step level for the second and succeeding occurrence of the same violation within a six-month timeframe to the second or third, etc., notice as applicable. Therefore, a second occurrence starts at the second notice level and any further violation will result in immediate fines or legal action.

- c. 28 days: Violations associated with construction and exterior renovations, including remediation of unapproved improvements to property, construction done without proper permits, improvements not completed as proposed in the approved design request, cleaning of the exterior walls of the house etc.

If the violation is not adequately addressed within the 28-day time frame the homeowner will be given notice that they have an additional 14 days to correct the violation without further penalty.

Should the violation continue, 14 days after the second notice, a third notice will inform the homeowner that a \$100 fine is automatically assessed.

Repeat violations occur when the homeowner is cited multiple times for the same issue. The Association escalates the step level for the second and succeeding occurrence of the same violation within a six-month timeframe to the second or third, etc., notice as applicable. Therefore, a second occurrence starts at the second notice level and any further violation will result in immediate fines or legal action.

- d. 90 days: Replacement of the garage door, replacement of a fence.

Should the violation not be adequately addressed within the 90-day time frame, a \$100 fine will be assessed.

- e. 6 months: Painting of the house or replacement of roof.

Should the violation not be adequately addressed within the 6-month time frame, a \$100 fine will be assessed.

3. Should any of the violations listed in 2b, 2c, 2d or 2e remain unresolved, the Association reserves the right to continue assessing fines every 28 days or to refer a homeowner for legal action. All attorney fees will be charged to the homeowner.

If the issue is not resolved after the second fine, the fine amount doubles to \$200 every 28 days.

4. Homeowners may appeal violations and fines to the Covenants Committee, in writing, within 28 calendar days of the date of the notice.

Adopted by the Board of Directors July 24, 2024

## POLICY RESOLUTION #2a

### Common Area Covenants Violations & Special Assessment

May 18, 2005

WHEREAS, Policy Resolution #2 defines the process by which the Board allows for action and remedy for Covenants Enforcement of the Association Rules, and

WHEREAS, there exist violations beyond the private lots of the Association Members that affect the Common Areas of the Association, and

WHEREAS, there also exist overt acts of damage, theft, and violent, threatening and/or dangerous behaviors caused by homeowners or their family members, friends, visitors and/or tenants, and

WHEREAS, the Board of Directors has the authority to assess fines via Section 5.05(b) of the Declaration of Covenants, Conditions and Restrictions, and

WHEREAS, events have occurred within the community justifying the development of Special Assessment for Common Area Covenants Violations,

NOW THEREFORE BE IT RESOLVED THAT the Ewa by Gentry Board of Directors approves the following procedure for determining Special Assessments for Common Area Violations:

1. The intentional violation must cause damage (including theft, and theft of services) to the Ewa by Gentry Common Areas.
2. The behavior is directed toward an Ewa by Gentry employee, volunteer, or poses a risk to homeowners using Ewa by Gentry Common Areas.
3. The homeowner will be charged for all damage repairs, and restorations.
4. Additionally, the homeowner will be assessed a fine of \$500.00 per occurrence, or the cost equal to the amount of the repairs or replacement value, and lost revenue.
5. The homeowner will be assessed a fee of \$25 per hour for administrative costs to manage the damage, repair, or restoration.
6. The homeowner will be assessed any attorney fees related to managing and resolving the damage or restoration.
7. The homeowner will be placed in violation and assessed the fine plus costs and may request to appeal to the Covenants Committee either in person or in writing. Decisions of the Covenants Committee are final.
8. Should the homeowner choose not to appeal, the homeowner will be given 14 (fourteen) days in which to pay all costs, fines and fees.

9. The fines and fees outlined above will be waived for unintentional violations when the responsible party reports the incident to Ewa by Gentry within 24 hours and arranges to take financial responsibility for repairs or restoration.
10. All fines and fees collected under this policy resolution will be credited to the Ewa by Gentry's park improvement fund.
11. For all non-homeowners, the Board will initiate prosecution against the offender(s).