

## MARY SAVIO MEDICAL PLAZA AT NEWTOWN HOUSE RULES

The purposes of these House Rules are to promote the harmonious occupancy of the condominium units (each a “*unit*” or collectively the “*units*”) in the condominium project known as Mary Savio Medical Plaza at Newtown (the “*Project*”), to protect all occupants from annoyance and nuisance caused by improper use of the units, and to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These House Rules may be amended from time to time by the Board of Directors of the Association of unit Owners of Mary Savio Medical Plaza at Newtown (the “*Board*”), as provided in the Bylaws of the Association of unit Owners of Mary Savio Medical Plaza at Newtown (the “*Bylaws*”). Any suggested changes should be delivered in writing to the Board or the designated managing agent for the Project (the “*Managing Agent*”).

The full authority and responsibility of enforcing these House Rules may be delegated to the Managing Agent by the Board. All unit owners, occupants, tenants, invitees and guests shall be bound by these House Rules. All unit owners, occupants, tenants, invitees and guests shall exercise a standard of reasonable conduct at all times whether covered by these House Rules or not.

### **I. OCCUPANCY AND USE OF UNITS.**

- A. General. A unit and any limited common element(s) appurtenant thereto shall be occupied and used by the owner, lessees, servants, guests, invitees, licensees, agents, employees and other persons who may use or occupy the unit by, or through the owner, only in accordance with and for such purposes as designated in the Declaration of Condominium Property Regime of Mary Savio Medical Plaza at Newtown, as amended (the “*Declaration*”) and the Bylaws.
- B. Business Hours. Regular business hours are Monday through Friday from 6:00 a.m. to 9:00 p.m., and Saturday 6:00 a.m. to 6:00 p.m., and closed on Sundays, excluding state and federal holidays. If a unit owner or occupant uses the unit during periods before or after regular business hours, such owner or occupant shall be responsible for securely locking any common area doors it may have opened for entry. Unless otherwise decided by the Board, no services, facilities or utilities to the common area before and after regular business hours will be provided.
- C. Closing Premises. Every unit owner and occupant shall see that the unit is securely locked and will exercise caution to insure that all water faucets and powered equipment are shut off before it and its employees leave the Premises.

- D. Conduct. A unit owner and occupant shall be responsible for the conduct of such owner's or occupant's lessees, servants, guests, invitees, licensees, agents, and employees at all times, ensuring that their behavior is neither offensive to any occupant of the Project nor damaging to any portion of the common elements.
- E. Condition. Every unit owner and occupant shall at all times keep such owner's or occupant's unit and any limited common element(s) appurtenant thereto in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority or the Association applicable to their use and to the use of the Project.
- F. Occupancy Limits. Notwithstanding anything in these House Rules to the contrary, any violation of occupancy limits imposed by any law or regulation shall also be a violation of these House Rules.
- G. Fixtures Moratorium. The City and County of Honolulu Department of Environmental Services has issued a moratorium on new sewer connections from Halawa to Pearl City. The moratorium mandates that no new home, high-rise, or business can hook-up to the city sewer system until the system is upgraded, and that is not expected to happen until 2018, at the earliest. In accordance with the moratorium, every unit owner and occupant shall not install any toilets, sinks, or other plumbing fixtures without first obtaining the prior written consent of the Board or Managing Agent, which consent may be withheld in the sole and absolute discretion of the Board or Managing Agent.
- H. Water Conservation, Low-Flow Fixtures. Water conservation has long been a concern for the State of Hawaii. Consistent with this concern, all plumbing fixtures at the Project shall be water-conserving, low-flow, plumbing fixtures. Every unit owner and occupant shall only install and maintain water-conserving, low-flow, plumbing fixtures, unless otherwise approved by the Board. Any non-water-conserving, plumbing fixtures within an Office Unit existing as of the date the Declaration is recorded shall be replaced by such unit owner with water-conserving, low-flow, plumbing fixtures no later than one (1) year after the date the Declaration is recorded. Notwithstanding anything to the contrary, the Board may immediately require any non-water-conserving plumbing fixtures be replaced with water-conserving, low-flow, plumbing fixtures or decommissioned and uninstalled if so required by law or any governmental authority having jurisdiction over the Project.
- I. Plumbing. Toilets, sinks, plumbing and other water apparatus in the units shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or other articles shall be thrown

into them. Any damage anywhere in the Project resulting from misuse of any toilets, sinks, or plumbing or other water apparatus in a unit shall be promptly repaired and paid for by the owner of such unit. Every unit owner and occupant shall use his or her best efforts at all times to conserve water.

- J. Hazardous Activity. No activity shall be engaged in and no substance shall be introduced into or manufactured within any unit, limited common element, or the common elements which might result in the violation of any law, or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Nothing shall be allowed, done or kept in any units or common elements of the Project which would overload or impair the floors, walls or roofs thereof or cause any increase in the ordinary insurance rates or the cancellation or invalidation of any insurance thereon maintained by or for the Association. Unless the Board gives advance written consent in each and every instance, no unit owner or occupant shall use any illumination other than electric lights, or use or permit to be brought into any unit, common elements or any other area of the Project, any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or other articles deemed extra hazardous to life, limb or property.
- K. Telephone, Cable Television, and Internet. Each unit owner is responsible for subscribing to and paying for telephone, cable television, and Internet services to such owner's unit or for any extension or connection of such wiring to or within such owner's unit. The Board shall have the authority to determine the location of all wire and cable runs from the exterior of the Project to the hook up point for a unit.

## II. TEMPORARY OCCUPANCY.

- A. Absentee unit Owners. Every unit owner shall be responsible for designating a local agent or employee to represent such unit owner, particularly with respect to rental, if such unit owner resides outside of the State of Hawaii. In such event, a unit owner shall file the unit owner's address, telephone number and that of the unit owner's agent with the Managing Agent.
- B. Leasing of unit. Subject to the terms of the unit deed, the Bylaws and the Declaration, every unit owner, or such owner's designated agent, may lease or rent such owner's unit, or make it available for the use of friends or the public, but the person or persons occupying the unit shall abide by these House Rules, and the owner shall assume the responsibility for the occupants' conduct. A unit owner or such owner's designated agent must notify the Managing Agent of the names and length of anticipated

occupancy of any occupant. Every unit owner shall register such owner's designated agent for managing the owner's unit with the Managing Agent and provide the designated agent's name, contact information, and any other information reasonably requested by the Managing Agent.

- C. Conduct of Tenants. A unit owner, and the owner's agent if applicable, shall be responsible for the conduct of his lessee(s), renter(s) or guest(s) and shall, upon request of the Board or Managing Agent, immediately abate and remove, at such owner's expense, any structure, thing or condition that may exist with regard to the occupancy of such owner's unit by any lessee(s), renter(s) or guest(s) contrary to the provisions hereof. If the unit owner or agent is unable to control the conduct of the lessee(s), renter(s) or guest(s), such unit owner shall, upon request of the Board or Managing Agent, immediately remove such lessee(s), renter(s) or guest(s) from the premises, without compensation for lost rentals or any other damage resulting therefrom.
- D. Temporary Absence of Owners. In the event any unit is vacant for more than seven (7) consecutive days, the unit owner, at such unit owner's expense, shall have an agent or employee conduct periodic inspections of such unit owner's unit and assume responsibility for the contents thereof.

### **III. COMMON AREAS; ENTRANCES.**

- A. Posted Rules. Rooms and areas used in common by owners may be subject to additional rules and regulations posted in such rooms or common areas.
- B. Walkways, Driveways and Parking Areas. No sidewalks, passages, entry courts, walkways, driveways, and roadways shall be obstructed or used for any purposes other than ingress and egress. No running, jumping, skate boarding, bicycling, roller skating, or playing of any sort shall be allowed in the common elements including, without limitation, the driveways, walkways and parking areas.
- C. Maintenance of Entryways. Every unit owner shall be responsible for the care and maintenance of all entryways to such owner's unit; however, no unit owner may reconstruct, paint or otherwise decorate the exterior walls, railings, floors, or ceilings of such entryways without the prior written approval of the Board.
- D. Articles in Entryways. No entryway shall be used for the purpose of storage of articles of any kind. No objects or personal property such as plants, boxes or crates shall be permitted thereon. Any items deemed unsightly by the Board or Managing Agent shall be removed, upon the request of the Managing Agent, in their sole discretion.

- E. Windows and Doors. No windows, glass doors and any other light sources that reflect light into the lobbies or other areas of the Project shall be obstructed or covered except in manners approved by the Board. Every unit owner or occupant shall clean the internal and external side of all windows and glass on a regular basis.
- F. Window Displays. Unit owners and occupants will not use any method or type of display of window advertising without the Board's prior approval, which shall be given only if the proposals are considered by the Board to be consistent with the Project character.
- G. Control of Water.
- (1) No unit owner shall allow water to spill or drip onto other areas of the Project and should take such precautionary measures to prevent such spilling and dripping, such as, without limitation, placing plants within the units in appropriate planters or containers when watering plants and properly maintaining air-conditioning units.
  - (2) Water will be supplied to common areas for drinking and normal restroom purposes only.
- H. Disposal of Rubbish. Every owner or occupant shall keep the unit under its control, including the loading areas allocated for the use of owner or occupant, clean and free from rubbish and dirt at all times, and shall store all trash and garbage within the unit and arrange for the pickup of such trash and garbage at owner's or occupant's expense and in compliance with all applicable laws and regulations. All rubbish shall be placed in the designated refuse areas. No material shall be placed in trash boxes or receptacles if such material is of such nature as to be in violation of any law or ordinance governing disposal of same. Trash containing food shall be securely wrapped before being placed in a trash bag. Trash containing medical or biohazard waste shall be disposed of in strict compliance with all applicable laws and health and safety regulations. All garbage, rubbish and other trash shall be disposed of only in trash bags securely tied. Such trash bags shall be placed only in areas provided for trash removal and must be hidden from public view. Burning of trash or garbage of any kind in or about the Project, loading area, parking lots or any other part of the Project is strictly prohibited. Every owner and occupant shall keep the unit free of rodents and insects.
- I. Throwing Objects. Nothing shall be thrown or permitted to be thrown from windows, or any other part of a unit. The throwing of firecrackers and the explosion of any fireworks anywhere in the Project is expressly prohibited.

- J. Cooking / Fires. Unless otherwise approved by the Board, no cooking shall be done or permitted within any unit. Fires are not permitted anywhere in the Project.
- K. Running Water. Water shall not be left running an unreasonable length of time.
- L. Unsightliness.
- (1) No unsightliness within the public view is permitted within the Project. For this purpose, "unsightliness" means, but is not limited to, the following: inappropriate, broken, scarred or offensively ugly furniture or plants; non-decorative gear, equipment, cans, bottles, ladders, trash, boxes, barrels, and other similar items stored or stowed in or on the walkways and other areas of the common elements, or unshaded or improperly shaded lights that create objectionable glare.
  - (2) Textile items, including towels and clothing, brooms, mops, cartons and other objects, shall not be placed in windows so as to be in view from outside the unit or from any other unit.
  - (3) No garbage receptacles or commercial supplies, or similar articles shall be placed outside any unit area or in a place where they can be seen from the outside of any unit, except as the Board may otherwise permit.
- M. Items Left on Common Elements. No items of personal property, including, but not limited to showcases, waste containers, specimen containers, strollers, bicycles, packages, boxes or crates shall be left or allowed to stand on any common lobby areas, hallways, or corridors, or any of the common elements. Articles of any kind left in any common lobby areas, hallways, or corridors, or any of the common elements shall be removed at the owner's risk and expense as directed by the Board or Managing Agent.
- N. Damage to Common Elements. Damages to common elements shall be surveyed by the Managing Agent, and the costs of repair or replacement may be assessed by the Board against the responsible unit owner(s).
- O. Moving Furniture and Large Items; Use of Loading Areas. Occupants shall move furniture and other large items in and out of the buildings only through the areas designated by the Managing Agent. The following rules shall apply with respect to the loading areas:

- (1) The loading or unloading of furniture, appliances, or other items for use within a unit, shall take place only and on such days and at such hours as may be determined by the Board or the Managing Agent. Extreme caution shall be used to avoid damage to any stairway, sprinklers, plants, or any other part of the common elements of the Project in the course of moving. The unit owner responsible for any such damage shall be liable for any and all costs and expenses incurred as a result of any such damage.
  - (2) Any unit owner or occupant desiring to move furnishings and large objects shall obtain the prior consent of the Managing Agent in advance. If an elevator is necessary to move furnishings or large objects, unit owners and occupants shall obtain the prior consent of the Managing Agent for the reservation and use of an elevator for such purposes.
- P. Dedication-Prevention of. The Board or Managing Agent shall have the right to close off any and all of the plazas, promenades and sidewalks of the Project as may be necessary to prevent public dedication of such areas.
- Q. Deliveries. Only hand-trucks equipped with rubber tires and side guards will be permitted in the Project. All carrying in or out of freight, packages or bulky matter of any description must take place only during hours set by the Board or Managing Agent and then only with prior notice and approval. The Board shall have the power to prescribe the location of heavy objects and, if considered necessary, means to distribute the weight of the heavy objects (to no more than 50 pounds per square foot). Costs incurred by the Managing Agent related to deliveries will be charged to the owner or occupant. Any damage caused by a delivery for an owner or occupant will be repaired at the owner or occupant's expense.
- R. Directory. A directory may be provided for displaying the name and location of each tenant. A reasonable charge will be imposed for listing an owner or occupant's name. All changes and additions will require the Board or Managing Agent's prior approval.
- S. Washrooms. The lavatory facilities and other water apparatus shall not be used for any purpose other than that for which they were constructed. The expense to repair any breakage, stoppage or damage resulting from the violation of these rules shall be borne by the tenant whose employees or visitors shall have caused it.

#### IV. PARKING.

- A. Ownership of Parking Area. The owner of the Spatial Units (as described in the Declaration), will own all of the parking areas at the Project until

such time that the parking areas may be purchased by the Association. It is anticipated that the developer will retain ownership of the Spatial Units and the appurtenant parking until the Future Parking Structure and the Future Office Building Extension (as described in the Declaration) are built.

- B. Parking Rules and Regulations. The owner of the parking areas has the right to adopt and promulgate reasonable rules and regulations from time to time with respect to the parking areas.
- C. Improper Parking. No vehicles may be parked or left unattended except as described above in designated parking stalls in the Parking Area. No parking shall be allowed in the driveway areas, except brief stops incident to pick up and drop off purposes only. No parking shall be allowed in the Parking Area outside of a designated parking stall.
- D. Operation of Vehicles. No vehicles of any kind (including automobiles, motorcycles, mopeds, unlicensed vehicles, bicycles or any other similar motorized or non-motorized vehicles) shall be permitted, driven, used, ridden or operated on any of the common elements or limited common elements of the Project, except in the roadways, driveways and parking areas. All vehicles shall be operated within the Project in a quiet manner. Racing or gunning of motors is expressly prohibited.
- E. Service Vehicles. When workmen are performing work on a unit, the unit owner shall advise them to park in an area designated by the owner of the parking areas.
- F. Use of Parking Stalls. Parking stalls shall be used in accordance with the following terms:
  - (1) Every unit owner shall use the parking stalls only for purposes allowed by these House Rules.
  - (2) All parked motor vehicles must be in operating condition and must have a current registration, license and safety sticker as required by law.
  - (3) Every motor vehicle shall be parked entirely within a parking stall and shall not extend into, interfere with or obstruct the use of adjacent parking stalls or the common areas, driveways or parking areas or the Project.
  - (4) Emergency minor repairs of properly parked motor vehicles shall be permitted only when vehicles are properly parked in a stall.



- (5) Occupants are expected to exercise courtesy to their fellow occupants and common sense in parking their vehicle. The Board shall address complaints for improper parking on a case by case basis and may, in its sole discretion, institute a schedule of fines for repeated violations.
- G. Traffic Rules. A maximum speed limit of five (5) miles per hour is established for the entire Project. Drivers are expected to observe traffic and directional signals for the safety of all persons.
- H. Repairs to Vehicles. Except to the extent otherwise permitted herein, no repair or maintenance of motor vehicles shall be done within any area of the Project. Only emergency minor repairs of a unit owner's or occupant's motor vehicle shall be permitted only within a parking stall, and each unit owner or occupant shall promptly and properly dispose of any and all waste, material, grease, and foreign substances resulting from such minor repair. No repair or maintenance of a unit owner's or occupant's motor vehicle shall otherwise be permitted on any common elements of the Project.
- I. Washing of Vehicles. No washing of motor vehicles, bicycles, or other vehicles shall be permitted at the Project, including without limitation in the parking areas.
- J. Violation of Parking Rules. Notwithstanding any provision herein to the contrary:
- (1) Any person (including any unit owner and such owner's occupants) who improperly parks or stores any vehicle may have any such vehicle towed away by the Association at such person's expense.
  - (2) Anything improperly stored or kept in a parking stall may be removed, stored or discarded by the Association without liability to the unit owner or occupant of such parking stalls. Such unit owner shall be liable for all charges or costs incurred by the Association for such removal, storage or discarding.
  - (3) Any unit owner or such owner's occupant who operates a vehicle on the common elements of the Project except the driveways and parking areas shall be subject to a fine for each offense in an amount as determined by the Association, which fine shall be levied against any such unit owner.
  - (4) Any unit owner or such owner's occupant who improperly uses any parking stall or parks a vehicle on the common elements, shall

be given a warning for a first offense. In the event that the violation shall continue after the issuance of the warning, such unit owner or such owner's occupant shall be subject to a fine for each offense in an amount determined by the Association, which fine shall be levied against such unit owner. Any and all fines, charges, costs and expenses required to be paid by or imposed against any unit owner or such owner's occupant pursuant to hereto but unpaid, shall constitute a lien in favor of the Association against such unit owner's unit and shall be enforceable as provided in the Declaration and the Bylaws.

**V. NUISANCES AND NOISE**

- A. No Nuisance. Nuisance of any kind or nature shall not be allowed in the Project and any use or practice which is improper or offensive in the reasonable opinion of the Board, in its sole discretion, or in violation of the Bylaws or these House Rules or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Project by other unit owners or their occupants shall not be allowed in the Project.
- B. Annoying or Injurious Conduct. No auction, fire or bankruptcy sales may be conducted at the Project. No loud-speakers, radios or other means of broadcasting to be heard outside the unit shall be used by an owner or occupant. No owner or occupant shall use any false or misleading advertising, or engage in any unfair trade practices.
- C. Excessive Noise. Every occupant shall avoid excessive noise of any type at any time and is to consider the welfare of other residents at all times. Every occupant shall be responsible for keeping noise from guests at a minimum.
- D. False Alarms. Anyone who sets off a fire alarm in the Project the absence of an emergency (i.e., a "false alarm") may be subject to a fine if the fire or police department should respond to the false alarm.

**VI. PETS; ANIMALS**

- A. No Pets or Animals Allowed. Animals are prohibited at the Project, including in all units and common areas, except service animals defined in the Americans with Disabilities Act.

**VII. MAINTENANCE**

- A. General. Under the supervision of the Board, the maintenance of common elements and the limited common elements appurtenant to the Office

Units (as further described in the Declaration) are the responsibility of the Managing Agent. Defects and deficiencies should be reported by owners and occupants when and as observed.

- B. Units. Maintenance of individually owned units and other limited common element(s) appurtenant thereto, including all windows, doors (including hinges, locks, handles, thresholds, and door closures, if any), is the responsibility of the respective unit owners.

### **VIII. BUILDING MAINTENANCE**

- A. No Alterations. No structural changes of any type or kind shall be permitted either within or outside a unit except as permitted by and in accordance with the Declaration, Bylaws, and applicable statutes, ordinances, rules and regulations, governmental determinations and restrictions of appropriate agencies of the City, State or Federal governments.
- B. Signs. No signs signals or lettering shall be inscribed or exposed on any part of the unit including, but not limited to, the exterior door or walls of any unit (other than the unit number), and no such items shall be placed on the Project grounds without the prior written approval of the Board; provided, however, that the Developer (named in the Declaration) or its real estate broker may display signs for the sale of units as provided in the Declaration. No images, pictures or signs, electronic or otherwise, shall be permitted to protrude out of any window, any lanai or any other area of the unit, or the common elements.
- C. Maintenance and Repair. Every unit owner shall maintain and repair such owner's unit so as to keep the unit in sightly and good condition, and without limiting the generality of the foregoing, each unit owner and occupant shall observe and comply with the following:
- (1) No projections shall extend through any door or window opening beyond the exterior face of the unit, except for window air conditioners in designated windows, in accordance with applicable provisions of the Declaration and these House Rules;
  - (2) Every unit owner at all times shall perform promptly all repair, maintenance and alteration work within the unit, the omission of which would adversely affect any common element or any other unit, and shall be responsible for all loss and damage caused by such owner's failure to do so;
  - (3) Every unit owner shall make all repairs of internal installations within each unit such as water, light, gas (if any), power,

telephone, air conditioning, sanitation, doors, windows, lamps, and all other fixtures and accessories belonging to the unit, and all limited common elements appurtenant to the unit at the unit owner's sole expense;

- (4) No unit owner or occupant, except as otherwise permitted by the Board, shall install any wiring or other device for electrical or telephone installations, television, machines, or other equipment or appurtenances on the exterior of the unit walls or protruding through the walls, windows or roof thereof;
- (5) No unit owner or occupant shall allow, do or keep in any unit, limited common elements, or the common elements anything which would overload or impair the floors, walls or roofs of the units or buildings, or cause any increase in the ordinary premium rates or the cancellation or invalidation of any insurance policy maintained by or for the Board or the Association, and nor make or suffer any noxious or offensive activity or nuisance thereon;
- (6) No unit owner or occupant shall attach projections or objects to the outside walls of the units or the exterior of any door, wall or gate, without the prior written consent of the Board;
- (7) No unit owner or occupant shall erect or install any private radio or television antenna or other outdoor antenna on or anywhere within the Project; and
- (8) No unit owner or occupant shall make any alteration or addition to the exterior of any unit or any alteration or addition to the common elements without the prior written approval of the Board.

**IX. EMPLOYEES OF THE ASSOCIATION AND THE MANAGING AGENT**

- A. Cooperation with Employees. The maintenance employees of the Association or the Managing Agent will use every effort to maintain the Project grounds effectively. Nevertheless, these employees are not available on a 24-hour daily basis, and much of their work must be devoted to regular maintenance and repair, as directed by the Board or Managing Agent. Accordingly, and in the common interest of all concerned, each unit owner and occupant shall do his or her part towards abating unsightliness within the Project to the fullest practicable extent.
- B. Control of Employees. Maintenance employees of the Association are under the sole discretion of the Board and the Managing Agent and during the prescribed hours of work they shall not be diverted to the private business or employment of any unit owner or occupant. No maintenance

employee shall be asked by any unit owner or occupant to leave the common elements.

- C. No Responsibility to Clean Units. The cleaning of each unit and the limited common elements appurtenant thereto is the sole responsibility of the unit owner and occupant.

## **X. GENERAL PROVISIONS**

- A. Common Area Furniture, Fixtures and Equipment. Outdoor furniture, fixtures and equipment placed in common areas, if any, are for use in those specific areas and must not be moved therefrom.
- B. Permission to Enter Units. The Managing Agent is not required to give access to units without the written permission of the unit owner or such owner's agent.
- C. Observance of Rules. Every unit owner shall observe and comply with these House Rules and shall ensure that all occupants, licensees and invitees of such owner's unit shall also observe and comply with the Declaration, Bylaws and these House Rules. Each unit owner shall be responsible for such owner's occupants' observance and compliance with these House Rules. In the event that expenses are incurred by the Association or the Managing Agent on behalf of the Board, due to violations of these House Rules by any unit owner, occupant, guests or licensees, such unit owner shall pay for such expenses, including reasonable attorneys' fees.
- D. Registration of Information with Managing Agent. Every unit owner and occupant, upon taking possession of a unit shall file their names, addresses, and telephone numbers and signatures with the Managing Agent and shall furnish the Board and/or the Managing Agent with such other information as shall be reasonably requested by the Board or Managing Agent from time to time.
- E. Keys to units. To facilitate the right of access provided by the Declaration and Bylaws to the Managing Agent or the Board, each unit owner shall furnish the Board or Managing Agent with keys to locked entrances to such owner's unit, and shall promptly furnish new keys when and if such locks are supplemented or changed. If any key or keys are entrusted by a unit owner or occupant to an employee of the Association except pursuant to this paragraph, whether for such unit or a vehicle or other item of personal property, the delivery of the key shall be at the sole risk of such unit owner or occupant, and neither the Board, the Association nor the Managing Agent shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected

therewith. Each unit owner and occupant shall assume full responsibility for protecting such owner's unit and the contents thereof from theft, robbery, pilferage, vandalism and other loss.

- F. Charge for Lost Keys and Cards. The Managing Agent may charge for the loss of security keys and access cards, if any, at its published rates.
- G. No Solicitation. No open solicitation or canvassing will be allowed on the Project at any time.
- H. No Smoking. Smoking is prohibited at the Project, including in all units and common areas, except in areas designated by Board or Managing Agent, if any.
- I. Special Safety Rules. The Board from time to time may post special safety or other rules governing the use of the private roadway or other common areas. The Board's posted rules shall be considered extensions of these House Rules.
- J. Theft or Damage to Personal Property. The Association shall not be responsible or liable for the theft, disappearance, or damage to any personal property located in the common elements or any area of the units or Project.
- K. Emergency Services. If the emergency services of the police department, fire department, paramedics, ambulance or a doctor are necessary or required, the desired agency or person should be called directly. Telephone numbers for such emergency services are available from the Managing Agent. Any emergency, particularly such emergencies as flooding, fire and theft, should be brought to the immediate attention of the Managing Agent.
- L. Conflict. In the event of any conflict between the provisions of these House Rules and the Declaration or Bylaws, the Declaration and Bylaws shall prevail.
- M. Amendment. Subject to the provisions of the Declaration and Bylaws, these House Rules may be amended by a majority of the vote of members of the Board present at a meeting of the Board duly called and held for such purpose, or by written consent of all members of the Board.
- N. Severability. The invalidity of any provision of these House Rules shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of these rules, and in such event, all of the other provisions of these rules shall continue in full force and effect as if such provision had never been included herein.

## **XI. VIOLATION AND ENFORCEMENT OF THESE RULES**

- A. Liability. The Board, Managing Agent, and the developer are not responsible to any owner or occupant for the nonobservance or violation of these rules and regulations by any other owner or occupant.
- B. Fines. The Board may determine a schedule of fines, which shall be approved by a majority vote of the Association, for violation of these House Rules, such fines may be assessed against the unit whose owner or occupant is in violation.
- C. Enforcement of Violations. All corrective actions regarding violations of these House Rules and damages to the common elements or any other areas of the Project (including limited common elements appurtenant to each unit) will be enforced by the Board, and all violations should be reported promptly to the Board or Managing Agent.
- D. Survey and Assessment of Damages. Damages to common elements or any other areas of the Project (including limited common elements appurtenant to each unit) shall be surveyed by the Board or the Managing Agent at the direction of the Board, and the cost of repair, restoration or replacement thereof and any legal fees incurred thereby may be assessed by the Board against the person or persons responsible, including, but not limited to any unit owner for damages caused directly or indirectly by such owner's occupants.
- E. THE VIOLATION OF ANY HOUSE RULES ADOPTED BY THE ASSOCIATION OF UNIT OWNERS GIVES THE BOARD AND ITS MANAGING AGENT THE RIGHT TO:
  - (1) Enter the unit in which, or as to which, such violations or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist herein contrary to the intent and meaning of the provisions hereof and the Board or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; provided, however that the Board or the Managing Agent shall give a unit owner or occupant five (5) days prior written notice, except in the event of a threat to the health or safety of the Project and its occupants, in which case no notice shall be required; or
  - (2) 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 unit owner.

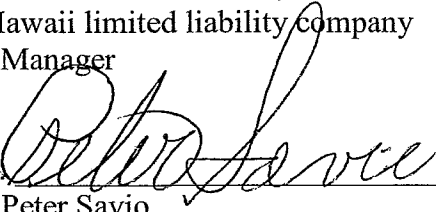
*[The remainder of this page is intentionally left blank.]*



These House Rules are hereby adopted by KMC PARTNERS LLC, a Hawaii limited liability company, as the "Developer" under the Declaration, pursuant to the Bylaws of the Association of unit Owners of Mary Savio Medical Plaza at Newtown this 13th day of August, 2012.

KMC PARTNERS LLC,  
a Hawaii limited liability company

By: KMC MANAGER LLC,  
a Hawaii limited liability company  
Its Manager

By:   
Peter Savio  
Its Sole Member and Manager

"Developer"