

**RULES AND REGULATIONS
FOR
KIHEI COMMERCIAL PLAZA
BUILDINGS 1, 2, 3 AND 4**

1. No unit owner or tenant shall mark or in any way, deface, damage or drill holes in the walls, floors, or doors, except as may be required in any construction by such unit owner or tenant pursuant to plans having the prior written approval of the Board. In no event shall any unit owner or tenant damage or penetrate the roof of the unit or any other portion of the roof of the project.
2. The driveways, sidewalks, parking areas, entrances and other common elements of the project shall not be obstructed or encumbered by any unit owner or tenant; nor shall they be used for any purpose other than ingress or egress to and from the respective unit owner's or tenant's unit.
3. No showcases, trash dumpsters, shipping crates or skids, or other articles shall be put in front of, or affixed to, any part of the exterior of any building, without the prior written consent of the Board. No awnings, satellite dishes, radio or television antenna, loudspeakers, flood lights, flag poles, or any other devices shall be installed or attached to the roof, the exterior walls of any building, or the common area, without the prior written consent of the Board.
4. The toilets, water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or foreign substances of any kind shall be thrown or placed therein. The expense of any breakage, stoppage, or damage resulting from any misuse of such fixtures shall be paid by the unit owner, if the unit owner or unit owner's tenant, servant, employee, agent, visitor or licensee causes the same or acts in such a way as to contribute in substantial part to the same.
5. Each of the buildings in the Kihei Commercial Plaza shall have a separate two (2) inch water meter to measure water usage for such building. Each unit owner shall be billed for water usage in proportion to such owner's respective common interest in the owner's respective building. Water sub-meters are installed at, on or within each building to measure water usage for landscaping purposes and such water usage shall be a common expense and each unit owner shall be billed for such water usage in proportion to such owner's respective common interest.
6. Any approved request for additional water fixture units by a unit owner shall require the unit owner, at unit owner's sole cost and expense, to install a water sub-meter within the interior of the unit which shall be of the model type and size as required by either the developer or the Board of Directors of the Association of Unit Owners. Such unit owner

shall be billed additionally for any water usage above the average water usage for units in the unit owner's respective building.

7. No noxious or offensive activity shall be carried on within the unit, nor shall anything be done or placed therein or outside which may be or become a nuisance, or cause embarrassment, disturbance or annoyance to any of the other tenants in the project. Without limiting any of the foregoing, the unit owner or tenant shall not cause, or permit, any unusual or objectionable odors or sounds to be produced upon or permeate from the unit.
8. No unit owner or tenant, or any of their employees, agents, visitors, or licensees, shall at any time bring or keep within the unit any flammable, combustible or explosive fluid, chemical, or substances, outside of the normal, customary and reasonable use in the occupant's business, unless specifically approved in writing by the Board.
9. No unit shall be used for lodging or sleeping.
10. Canvassing, soliciting, or peddling in any building is prohibited; and each unit owner or tenant shall cooperate to prevent the same.
11. After normal working hours, each unit owner or tenant, before leaving such unit owner or tenant's unit, shall close and securely lock all windows and doors of the unit, turn off all water faucets or water apparatus, and turn off all non-essential electrical equipment (excluding required lighting) within the unit.
12. All installation of curtains, drapes, blinds, shades, screens, windows, and doors visible from the exterior of any building will be subject to the prior written approval of the Board. Window coverings: All installation of door and window coverings visible from the exterior of the buildings shall be the following:
 - (a) Vertical blinds, 3 or 3-1/2" in width and of "sand" or "cream" color, either composed of vinyl or cloth;
 - (b) Mini blinds of "sand" or "cream" color composed of aluminum, vinyl or cloth;
 - (c) Blinds are to be installed the entire length of the window or door opening; and
 - (d) Installation of blinds are subject to the Board's prior written approval.

No windows shall be tinted and no reflective window coverings will be permitted.

13. Each unit owner or tenant shall store any and all trash within the interior of the unit or at designated disposal sites until removal of the same. No material shall be placed in trash receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary removal and disposal of trash and garbage in the County of

Maui, or without being in violation of any law or ordinance governing such disposal. All trash shall be removed by the unit owner or tenant as promptly as possible in order that the unit shall, at all times, be kept in a clean and sanitary condition. Excessive use of trash dumpster will cause the unit owner to bear cost of extra pickups. All large boxes or crates must be broken down and flattened, prior to the placement of these items in the trash dumpster(s).


14. The unit owner or tenant at no time will store or permit to be stored any pallets, skips, boxes, or other shipping material on the exterior of the unit or adjacent area. The unit owner or tenant is solely responsible for the removal of pallets, skips or other shipping material from the project. The unit owner, at his expense, shall keep all exterior glass clean, if any.
15. At no time will the unit owner or tenant conduct any work or store any work related materials outside of the unit, in the parking area or parking stalls; all work must be performed inside the unit.
16. Only hand trucks equipped with rubber tires and side guards will be permitted in the Buildings 3 and 4. All carrying in or out of freight packages or bulky matter of any description must take place only during hours selected by the Board and then only with prior notice to and approval by the Board's agent. No objects beyond the rated capacity of the designated elevator shall be brought into the buildings, if elevator movement is necessary. Any damage to the buildings, caused by moving of any nature, will be repaired at the unit owner's expense.
17. Building directories may be provided for displaying the name and location of each occupant. A reasonable charge, as determined by the Board, may be assessed to an occupant for each name.
18. The unit owner shall be liable for, and shall indemnify the Association of Unit Owners for, injury, damage, losses and/or expenses caused by, arising out of or in any way connected with the infraction of any of the above rules and regulations by the unit owner or his tenant, either directly or indirectly. The Board may repair any damage caused thereby and charge the resulting costs to the unit owner plus fifteen percent (15%) for reasonable overhead costs.
19. Use of visitor parking stalls shall be limited to customers, clients, guests and invitees of unit owners and shall not be used by unit owners or their employees for parking.
20. No cars, trucks or other vehicles may be parked or left unattended at any loading area or in the driveways. Each of the loading areas shall be a limited common element appurtenant to and for the exclusive use of the building designated in the Declaration.
21. Violators of parking regulations shall have their cars, trucks or other vehicles or gear towed away or removed at their own expense. If the violator is an employee, agent,

lessee, tenant, visitor or guest of a unit owner, the unit owner shall be held responsible for payment of the towing or removal charge.

22. These rules and regulations have been adopted for the purpose of insuring order and safety in the project and to maintain the rights of all unit owners and tenants. The Board has the right to modify, amend, supplement, or rescind any of these rules.

The Developer, acting as the initial Association, hereby adopts the foregoing Rules as the Rules and Regulations of the Association of Unit Owners of Kihei Commercial Plaza condominium project on behalf of the Association this 16th day of November, 2005.

KCCC, LLC,
a Hawaii limited liability company

By: 
Name: Valentine Perotti, Jr.
Title: Manager