

8. **Severability.** If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent, consistent with applicable law, and this Agreement shall be interpreted and construed as though any invalid, illegal or unenforceable term or provision were not contained in this Agreement.

9. **Survival.** The provisions of Sections II.D.3, II.E.6 and 7, and II.G.3 shall survive termination of this Agreement.

10. **Governing Law.** This Agreement shall be governed by Hawaii Law.

11. **Prohibitions Against Violating Laws and Causing Disturbances.** You, your family and visitors shall not use the premises, common areas, or any part of the Community to: (a) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (b) engage in common waste or nuisance; (c) annoy, disturb, inconvenience or interfere with the quiet enjoyment of other residents; or (d) bring firearms onto the Community's property.

12. **Right to Deny Entry.** You acknowledge that the Community reserves the right to deny entry and/or access to the Community of any other third party. Further Community is not obligated or required to provide you or your family member or representative an explanation as to why a third party has been denied entry or access.

13. **Servicings and Collections.** You agree that Community and all of its related entities, agents, servicers, debt collectors, independent contractors, assigns, and successors may call you through the use of any dialing equipment (including a dialer, automatic telephone dialing systems, and/or interactive voice recognition system) and/or artificial or prerecorded voice or message, even if you are charged for the call or message. You expressly agree that such automated calls may be made by Community and/or its related entities, agents, servicers, debt collectors, independent contractors, assigns and/or successors to any telephone number (including numbers assigned to any paging, cellular, or mobile service for which you are charged for the call) you have provided previously or may provide in the future in connection with your Agreement. You expressly consent to such automated calls. With such consent, you specifically waive any claim you have against Community and/or its related entities, agents, services, debt collectors, independent contractors, assigns, and successors for the making of such calls, including any claim under federal or state law and specifically any claim under the Telephone Consumer Protection Act, 47 U.S.C. § 227.

You also expressly agree that this provision applies to the use of text messaging. You expressly consent to the receipt of text messages from Community and all of its related entities, agents, servicers, debt collectors, independent contractors, assigns, and successors at any telephone number (including numbers assigned to any paging, cellular, or mobile service, or any service for which you are charged for the call) you have provided previously or may provide in the future in connection with your Agreement.