

MAHANALUA NUI
at Launiupoko

HOMEOWNERS ASSOCIATION
Documentation

Managing Agent
MANAGEMENT CONSULTANTS
727 Wainee Street, #106, Lahaina, Maui, Hawaii 96761

Declaration of Horizontal Property Regime (HPR)
Amendments (if any)

COPY

R-86

STATE OF HAWAII
BUREAU OF CONVEYANCES
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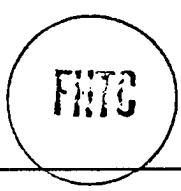
/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

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LAND COURT SYSTEM

Return by Mail () Pickup () To:

LAUNIUPOKO ASSOCIATES, LLC
173 Ho'ohana St., Ste. 201
Kahului, HI 96732



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**Amended and Restated
Declaration of Covenants, Conditions
and Restrictions**

**For The Mahanalua Nui Subdivision
At Launiupoko**

Amended and Restated
Declaration of Covenants, Conditions and Restrictions

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**Amended and Restated
Declaration of Covenants, Conditions and Restrictions**

This Amended & Restated Declaration of Covenants, Conditions and Restrictions is dated as of this 13th day of July, 1999, and is executed by Launiupoko Associates, LLC, a Hawaii limited liability company, the principal place of business is 173 Ho Ohana Street, Kahului, Hawaii, 96732, ("Declarant")

Declarant executed a Declaration of Covenants, Conditions and Restrictions for Mahanalua Nui Subdivision dated June 1, 1999, recorded in the State of Hawaii, Bureau of Conveyances as Document No. 99-102455. Declarant hereby restates said Declaration in its entirety and Amends it through execution of this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

1. RECITALS

1.01. The land to which this Declaration applies is the land described in Exhibit A attached hereto and made a part hereof. This Declaration and each covenant will run with the land and will be binding upon and inure to the benefit of each subdivided lot within said land and all of its successive owners and occupants.

It is Declarant's intention to create a common development plan, enforceable by Declarant or any property owner within the said land, in accordance with this Declaration. The acceptance of a deed, agreement of sale, lease, or other conveyance by any person of any property or any interest in any property within the subdivision shall constitute acceptance of these covenants, regardless of whether or not said instrument is expressly made subject hereto. This Declaration shall be binding upon and enforceable against each owner, purchaser, tenant and occupant of all or any part of said land, including each Property (defined in Section 2.06 below) and against each person using any Common Area (defined in Section 2.04 below), and their respective successors in interest; and shall be deemed incorporated in each deed, lease or other instrument by which any right, title or interest in Mahanalua Nui or any Property is granted, devised or conveyed, whether or not expressly referred to therein.

2. DEFINITIONS

The following terms shall have the following meanings:

2.01. " Bureau" means the State of Hawaii Bureau of Conveyances, which is the appropriate forum for recording title or conveyance documents affecting the land.

2.02. "Declarant" means Launiupoko Associates, LLC, a Hawaii limited liability company, and its successors and assigns who shall be identified as such in an instrument executed by Declarant (or a successor or assignee of Declarant), to be recorded in the Bureau.

2.03. "Declaration" means this Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Mahanalua Nui Subdivision at Launiupoko.

2.04. "Common Areas" means (i) all roadways within Mahanalua Nui which provide access between any Property and the public highway (and which are not included within the area of any Property), if and so long as such roads shall not have been dedicated to and accepted by the County of Maui; (ii) the perpetual nonexclusive easement to be held by the Association over Lot B-2 (Kai Hele Ku); (iii) the central water system (including a well, pumps, generators and other appurtenances) and all water lines and facilities which serve more than one Property and which are located within Mahanalua Nui and which are not owned by an independent public utility or other

separate entity formed for the purpose of cooperatively owning and operating such facilities; (iv) drainage control areas which the Association is required to maintain; (v) the public and private parks and the trail system; and (vi) such other assets, properties, facilities, and property rights, if any, which may in the future be designated as Common Area by Declarant or transferred to or acquired by the Association (defined below).

2.05. "Association" shall mean the Mahanalua Nui Homeowners Association, Inc., a Hawaii nonprofit corporation, as more particularly described in Article 4 below.

2.06. A "Property" means each of Lots numbered 1 through 50, inclusive, as described on the Plan (defined below), and any other lots added to this Declaration by Declarant pursuant to Section 7 below.

If any Property in the future shall be divided into two or more separate parcels, condominium units or other divisions each of which shall be capable of being owned and conveyed in fee simple as a separate and discreet unit of ownership, each such parcel, unit or division shall be deemed to be a separate "Property" for all purposes under this Declaration, from and after the effective date of such division.

2.07. The terms "Neighborhood" and " Mahanalua Nui" mean the Mahanalua Nui subdivision as described on the Plan (and any other land added by Declarant as provided herein), including but not limited to all Properties and all roads and other Common Areas (whether now or in the future designated as such) shown on the Plan.

2.08. The "Owner" of a Property means any person (including Declarant) who owns a fee simple interest in said Property, and any person to whom all rights as Owner (including voting) shall have been transferred by means of (a) a deed, (b) a lease of said Property for a period in excess of 10 years, or (c) an agreement of sale which transfers all rights of possession and occupancy; provided, however, that in each such case the transferee of said rights will not be recognized as an "Owner" by the Association (at the option of the Board of Directors of the Association) unless a written notice of transfer is filed by the transferor in the official ownership records of the Association maintained by the Board of Directors (see Section 10.08 below).

2.09. The "Plan" means collectively the subdivision plats entitled "Mahanalua Nui Subdivision Phase I" and "Mahanalua Nui Subdivision Phase II" dated December 2, 1998 and November 12, 1998 (LUCA Nos. 4.730 and 4.731), respectively (including any amendments), by Austin Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Waste Management of the County of Maui on May 27, 1999, as said plans shall be amended from time to time.

2.10. "Utility" includes electricity, telephone, cable television, and any other existing or future use normally considered a utility.

3. COVENANTS

3.01. Permitted Uses. Each Property may be used for any purposes which may be permitted by all applicable laws, rules and regulations; except that the following activities shall be prohibited:

- a. the raising or storage of pigs or roosters for any purpose, commercial or personal (unless this restriction is contrary to any prohibition on such restriction which may be enacted in the Maui County ordinances);

- b. the slaughtering, smoking or curing of animals; or
- c. any use prohibited by any other section of this Article 3.

All buildings and structures will comply with all applicable County of Maui codes and Regulations.

3.02. Vehicles. Vehicles that become inoperable while on a Property and outside of an enclosed garage must be removed from the property or placed within an enclosed garage within two weeks of becoming inoperable.

3.03. Nuisances. No noxious or offensive activity shall be carried on which may be or may become an annoyance or nuisance to any occupants of any other portion of the land encumbered by this Declaration, including but not limited to activities which cause unreasonable dust, noise or odors, or which unreasonably violate privacy or violate applicable laws. It is understood that this restriction shall not, however, apply to Declarant or its successor as developer of said land with respect to noise, dust or inconvenience caused by the construction of roads, utilities or other improvements or to the grading of, or construction of buildings on, any lot, provided that such activities are carried on with reasonable safeguards consistent with normal industry practices and standards.

3.04. Drainage. Where any drainage easement or swale traverses a Property, the Owner of said Property will refrain from dumping grass clippings or debris therein and shall keep said easement or swale free of obstructions which would reduce or interfere with its operation as a drainage facility.

3.05. Hazardous Materials. No Owner shall use, generate, store or dump any hazardous materials on any Property or in any other portion of the Neighborhood. "Hazardous materials" means those materials and substances which are identified as hazardous, toxic or otherwise regulated under applicable federal, state or local environmental laws, rules or regulations.

3.06. Refuse and Building Materials. Trash, garbage and other waste shall not be kept on any Property except in sanitary containers, stored inside the dwelling or a garage or shed and not visible from any street or other Property. No Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

All garbage and refuse shall be regularly transported by each resident to Maui County collection centers, all in accordance with such rules and regulations as the Board of Directors of the Association may adopt from time to time.

3.07. Grading. No Owner of any Property will alter the grade or topography of any Property in a manner that would materially increase or change the location or direction of the flow of drainage from the Property to any adjoining Property or to any road.

3.08. Utilities. The utility transmission lines within the subdivision constructed by Declarant will be both above ground and underground. However, each service line serving each Property will be constructed underground at the expense of the Owner of said Property.

3.09. Septic. The Association will recommend the use of "Perc Rite" pressurized drip irrigation septic system or comparable system. The Owner of each Property shall be

responsible for installing, operating, maintaining, repairing and replacing the septic system on his or her lot, which shall comply with all applicable laws, rules and regulations. Aerobic systems shall be required for all systems located within one thousand feet (1000') of a well.

3.10. Subdivision. No future subdivision of any parcel shall result in the creation of lots that average less than a total of two (2) acres in size each.

3.11. Lighting. Lighting for parcels shall not encroach upon surrounding properties and roadways. Deflectors shall be used on lights that would otherwise intrude upon surrounding areas or illuminate the night sky in a fashion that would deter from surrounding neighbors' enjoyment of the night sky. Additionally, lighting shall be subject to all applicable codes currently in existence or established in the future by the County of Maui.

3.12. Architectural Controls. The architectural controls and procedures set forth in Exhibit "B," attached hereto and made a part hereof, shall apply to all Properties.

4. MAHANALUA NUI HOMEOWNERS ASSOCIATION, INC.

4.01. Membership. The Owner(s) of each Property shall automatically be members of the Mahanalua Nui Homeowners Association, Inc., a Hawaii nonprofit corporation and said membership will be mandatory. Said membership may be transferred or encumbered only with and to the same extent as the Property to which it is appurtenant is transferred or encumbered. In the event fee title to a Property is transferred without mention of said membership, said membership shall be deemed to be automatically transferred with said Property. Also, see Section 2.08 concerning the recognition of certain other persons as "Owners."

4.02. Government and Control of Common Areas. The Association shall hold, control, manage and operate, as a common expense, all Common Areas and facilities from and after the time when ownership or use thereof shall have been transferred to the Association (or the Association acquires rights or obligations with respect thereto). The Association is authorized to exercise all reasonable management rights, powers and authority with respect thereto including, but not limited to, (a) the power to enter into contracts for, or otherwise to implement the maintenance, operation, repair, improvement, replacement and sale of such assets and facilities; (b) the power to maintain appropriate casualty and liability insurance; and (c) the power to adopt, implement and enforce reasonable rules and regulations to govern the orderly use and operation thereof. All such dominion, control and authority shall cease with respect to any road or water line or other facility, the responsibility of which shall be accepted by the County of Maui or other governmental authority or regulated public utility. NOTE: THE COUNTY OF MAUI HAS NOT AGREED TO ACCEPT ANY SUCH ROADS, LINES OR FACILITY, AND DECLARANT DOES NOT WARRANT OR REPRESENT THAT ANY SUCH ACCEPTANCE WILL OCCUR IN THE FUTURE.

4.03. Common Expenses. Each Property shall be responsible to pay a share of common expenses equal to the share assessed against each other Property (except for water use charges, which, if managed by the Association, will be assessed on an equitable basis by the Association, in addition to any basic system operating charge equally assessed against all lots). Each Property shall be subject to the obligation to pay all assessments for common expenses assessed to said Property by the Association in accordance with the Articles of Incorporation and Bylaws thereof. The Association, by its

Board of Directors, may enforce and collect each such assessment (together with all legal fees and expenses of enforcement) by legal proceedings to enforce such obligation, and may obtain against a delinquent Property an ex parte attachment or other lien which shall become effective against subsequent purchasers, mortgagees and lienholders as of the date said attachment or lien is recorded in the Bureau. Said attachment or lien, however, shall be junior and subordinate in lien priority to the lien of any mortgage or other encumbrance which shall have been in existence and duly recorded in the Bureau prior to the date the Association's notice of lien, attachment or pending litigation is recorded.

Said lien may be enforced by judicial foreclosure or power of sale in the same manner as a mortgage is enforced under Hawaii law, as amended from time to time.

4.04. Rules and Regulations. The Association acting through its Board of Directors (and in the Board of Directors' discretion) shall have the power to adopt, amend and enforce reasonable rules and regulations for (a) the reasonable and orderly use of roads and other common areas and facilities, if any. (b) the clarification, implementation and enforcement of the covenants and restrictions contained in Sections 3.01 through 3.09, including (by way of example) the establishment and collection of fines for violations) and (c) the clarification, implementation and enforcement of any other provisions of this Declaration.

4.05. Declarant's Control. Notwithstanding anything herein to the contrary, Declarant and its appointees shall act in all respects as and on behalf of the Association and its Board of Directors in all matters until the first to occur of the following: (a) the expiration of five (5) years from the date of recording of this Declaration in the Bureau; or (b) the date on which Declarant notifies the Owners of the Properties of its relinquishment of said authority. Declarant may in its discretion relinquish said authority either in full at one time or in portions or stages over time during the 5-year period. Upon the expiration or relinquishment of Declarant's control, the Association shall promptly elect a Board of Directors so as to minimize any disruption in the Association's affairs caused by the transition.

5. ROADS

5.01. Use. A nonexclusive, perpetual easement is hereby granted to the Owners and occupants of all Properties and their tenants, licensees and visitors for pedestrian and vehicular passage over the roadway lots described on the Plan and any associated easements, together with the nonexclusive right to construct, maintain, improve, operate, repair and replace lines for utility services in or over such roads, all subject to such reasonable rules and regulations as Declarant or the Association (through its Board of Directors) may establish from time to time. Note that the public may have rights of access over some or all of the roads in the neighborhood as may be required by law or the County of Maui.

5.02. Responsibility. From and after the date on which Declarant conveys each road, facility or other Common Area to the Association (or such later date as Declarant may determine in its discretion), the Association will assume all responsibilities and liabilities with respect to its use, operation, maintenance and improvement. All costs and expenses will be assessed to and paid by all Properties as common expenses as provided in Section 4.02 above and in the Bylaws of the Association.

5.03. Conveyance to the County. Declarant shall have the authority, without the consent of the Association, to convey to the County of Maui an easement to use, or legal

title to, all or any part of any road. If, after Declarant's control shall have ceased as provided in Section 4.05 and title to any road shall have been conveyed to the Association, the Association through its Board of Directors shall decide to convey to the County of Maui the title to all or any part of any road and related facilities or any other common areas and facilities, and the County agrees to accept them, Declarant (or the Association as the case may be) shall execute and deliver such deeds and other documents as shall be necessary or appropriate for the purpose of implementing said conveyance and the transfer of all responsibilities to the County. Upon said transfer becoming effective, all rights and easements established under Section 5.01 shall automatically terminate if and to the extent that the rights granted by Section 5.01 may be enjoyed after said transfer by agreement with the County or by ordinance or other grant of rights.

5.04. Roadway Lot B-2. Named Kai Hele Ku Street. The access right of way from the Mahanalua Nui Subdivision to the state Highway (Honoapiilani Highway) is a separate lot and is not part of the Mahanalua Nui Subdivision. The developer shall complete all improvements in the access right of way. The Association shall be granted a non exclusive easement over the access right of way. The Homeowners Association shall be responsible for the maintenance of this right of way subject to possible cost sharing in the future if any other lands served by the road shall be developed.

6. MAHANALUA NUI WATER SYSTEM

6.01. The Water for the Mahanalua Nui Subdivision will be provided by a private water system to be owned by the Association. Declarant shall construct all of the components of the private water system and, upon the completion of the subdivision improvements, or at such later time (within the period of Declarant's control under Section 4.05 above) as Declarant may determine in Declarant's sole discretion, turn the completed system over to (a) the Association, or (b) to a public utility formed for the purpose of providing water service on a commercial basis, or (c) to another cooperative entity which may be formed in Declarant's discretion for the purpose of owning and operating all or any part of the water system and in which the Owner will be a member.

At Declarant's option, the water system may be connected to one or more additional wells and systems to be developed at or near the subdivision for the purpose of providing water service to other lands in the vicinity of the subdivision, and may be operated as part of a unified system. A legal structure for the ownership and operation of such combined system will be established by Declarant, consistent with applicable laws and regulations.

6.02. The Design of the water system shall be performed by a engineer, licensed in the State of Hawaii. The design of the system shall meet all the requirements of the County of Maui Department of Water Supply. The Association shall maintain and operate the water system in accordance with its design limitations, engineers' recommendations and standards, and all applicable laws, rules, and regulations (including State of Hawaii Department of Health Regulations).

6.03. Warning: By legal contract with Pioneer Mill Company, Limited, a Hawaii corporation, the maximum amount of available water to the Mahanalua Nui Subdivision is 500,000 gallons per day. This maximum allowable draw down of 500,000 gallons per day may require some limits to be placed on the consumption of water by each lot at Mahanalua Nui. Limits will not be less than 2500 gallons per day or 75,000 per month for a 2-Acre lot and 5,000 gallons per day or 150,000 gallons per month for a 4-acre lot. Higher limits may be established by Declarant or the Association for the larger lots.

6.04. Costs and Assessments. The developer and/or Homeowners Association shall operate the water system as a non-profit entity. The cost of operating the system and funding reserves to repair and replace the components of this system will be provided by assessing each lot owner the lot's fair share of the expenses, based on usage. The determination of a lot's fair share will be based on metered usage at the rates established by the Association. Although the water is free, the cost of operation is not. Therefore, the Association will establish rates and fees in order to provide the necessary revenue to operate the system, but consistently with operating as a noncommercial and nonprofit entity.

7. ADDITIONAL LOTS.

7.01. Addition of Lots. Declarant has the right to add additional lots in both the Mahanalua Nui Subdivision and outside of the Mahanalua Nui Subdivision, and may amend this Declaration unilaterally, from time to time, to add said lots to the "Properties" to which the benefits and burdens of this Declaration shall accrue in accordance with this Declaration.

8. EASEMENTS

8.01. Easements Shown on Plan. The Plan specifically describes certain Easements over, across and affecting certain Properties. Each of said Easements is hereby established for those purposes and in those locations ("Easement Areas") which are shown on the Plan. Each Easement shall be for the benefit of (a) the Property or Properties served by such Easement; (b) the Association in each case where an Easement benefits a road or other property held by the Association; (c) the public or private utility provider whose pipes or lines are installed within any such Easement; or (d) any other person or entity benefited by said Easement, as the case may be. Each Easement shall confer the right to the benefited Property, person or entity to construct, operate, maintain, repair, improve and replace such utilities, lines, pipes, equipment, structures, or drainage structures within the Easement Area as may be reasonably necessary or appropriate for the purposes for which the Easement is established as stated on the Plan.

All work within each Easement Area shall be conducted in a reasonable and orderly manner, so as to minimize any disturbance to the Owners and occupants of the encumbered Property, and all excavations will be filled in and promptly returned to even grade without unreasonable delay.

8.02. Encroachments. If upon the completion of the installation of any utility line or water line, drainage structure, or other facility which is part of the Common Areas or which will be owned by a third party utility provider, it is determined that the location of the line, structure or facility inadvertently encroaches on any land outside of the easement area as defined on the Plan, a nonexclusive, perpetual Easement shall thereafter exist for the maintenance, operation, repair, improvement and replacement of such line, structure, or facility in its location as built, provided that its location outside of the Easement Area shall not unreasonably interfere with the reasonable use and enjoyment of the encumbered Property by the Owners and occupants thereof or cause any diminution in value of the encumbered Property

8.03. Additional Easements. Declarant hereby reserves for itself and its successors in interest the right to grant and create further easements within the roads and Common Areas of Mahanalua Nui for the purpose of establishing or relocating utility lines, water lines, sewer lines, effluent lines, as well as pumps, controls, access points,

meters, poles, anchors, stays and wires or any other equipment necessary or appurtenant thereto, and for establishing any necessary drainage structures or areas.

In addition, so long as Declarant owns any portion of the land described on Exhibit "A" of this Declaration, Declarant reserves for itself, the Association, and the designees of each (which may include, without limitation, Maui County and any utility provider) access and maintenance easements upon, across, over, and under all of the Properties to the extent reasonably necessary for the purpose of replacing, repairing, and maintaining cable television systems, roads, walkways, drainage systems, irrigation systems, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property which it owns or within easements designated for such purposes. Notwithstanding anything to the contrary herein, this easement shall not entitle the holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Property, and any damage to a dwelling resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with development or use of any dwelling and, except in an emergency, entry onto any dwelling shall be made only after reasonable notice to the Owner or occupant thereof.

8.04. Notice Re: Agricultural and Development Operations. All owners and occupants of Properties are hereby notified that any or all Properties may be subject to possible odor, noise, dust pollution, and other nuisances or inconveniences, which may be created by nearby agricultural activities or development activities by Declarant or its affiliates. The owners and operators of said agricultural operations and Declarant (and all officers or directors, employees or agents of Declarant) shall not have any liability or responsibility for any injury, loss or damage which may arise in connection with said operations

8.05. Agricultural Waiver. Acknowledgement of Adjacent Activities; Waiver Developer, for itself, any person or entity claiming by or through it and their respective successor and assigns, acknowledges that Mahanalua Nui is located near or adjacent to properties (the "Adjacent Properties"), including the land of Pioneer Mill Co., Limited, which are or may be used for various agricultural, industrial, development, drainage and other purposes. As such, it is expected that Mahanalua Nui will periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural, industrial, development, drainage and other activities. Each Owner acknowledges and agrees that neither Declarant, Pioneer Mill Co., Limited, nor its affiliates, nor the owners of the Adjacent Properties, nor any other respective successors in title or assigns shall be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to the presence, operation and/ or development of the Adjacent Properties adjacent to or near Mahanalua Nui.

Reference is made to the Hawaii Right to Farm Act, Hawaii Revised Statutes Chapter 165, establishing certain limitations on claims against farmers based on certain nuisances from agricultural operations.

8.06. Archaeological Sites. There are thirteen significant historic Archaeological sites that have been designated for preservation by the State Historic Preservation Commission. Details of the plan are in the Mahanalua Nui Preservation Plan filed with the State DLNR. Copies are available through the office of Declarant.

The sites are grouped by location:

Sites No. 2676, 2677 and 2682- These three (3) sites are grouped together in an approximately 3-acre Archaeological preserve near the Mauka end of the property.

Sites No. 2639, 2666, 2672, 2683, and 2684 are all located in the proposed Launiupoko Streambed Park.

Sites No. 2642, 2646, 2655, 2670 and 2679 are located within the property lines of individual lot(s). See Archaeological Preservation Map attached. Note Section 8.07 (Access Easements) below.

8.07. Access Easements. Walking easements to each site are located on the attached Preservation Plan Map. Each Owner with a walking easement on their Property will have the right to move the walking easement provided it remains on their Property and provides similar adequate access to the site. Any such changes must be filed with the State Historic Preservation Division.

Access to the religious sites (uprights) will be allowed to native Hawaiians and the State Historic Preservation Division and to any bona fide researchers with the approval of the State Historic Preservation Division. Access is by appointment with the Owner, contact to be made through Declarant or the Association. Please allow reasonable prior notice (at least 48 hours).

8.08. Additional Archaeological Sites. There are three (3) sites which shall be preserved under other criteria. Sites No. 2653, 2656 and 2665 shall be preserved under rules to be set by the Association. These sites shall be surveyed and marked. Alteration or destruction of these sites is prohibited. A buffer zone of three (3) meters shall be established around all of these sites. Owners shall be able to plant and landscape within this buffer zone. Section 8.07 (Access Easements) above shall apply to these sites. Owners will be allowed to remove these sites from preservation by consent of the Association. Monitoring of the sites shall be the responsibility of the individual Owner.

9. TRAILS AND PARKLANDS.

9.01. Creation. It is the intent of Declarant to create a system of parks and trails in and around the Mahanalua Nui Subdivision. The trails are to be around the perimeter of the project and will be kept private, with limited public use allowed. The parks will be a combination of archaeological preserves, public parks, and wilderness areas. These parks and trails will be created by Declarant prior to the completion of the subdivision. The trails will be established in part on easements over some of the Properties. Said easements will be Common Areas.

9.02. Private Parks and Trail Areas. Declarant will dedicate the perimeter trail that runs around sixty percent (60%) of the project to the Association. The Association will be required to maintain the perimeter trail as a cleared trail suitable for hiking. The perimeter trail may be available for public use with the control of the Association. An archaeological preserve will be created within the mauka six (6) acres. This Preserve will be quasi-public, with visitation allowed during daylight hours, seven days a week. Also, the Association will be responsible for the maintenance at the archaeological sites.

9.03. Public Parks Areas. Declarant intends to create a wilderness area open to the public during daylight hours, seven (7) days a week, in the Launiupoko Streambed. Declarant or the Association may grant stewardship of this park to an entity, other than the Association, that will maintain the park and establish rules of operation. Declarant may grant title to the park to this entity or the Association as a Common Area, at Declarant's discretion. Use of the park shall be for the access to the historic sites located in the park and above the park in the upper valley.

10. ADMINISTRATIVE PROVISIONS.

10.01. Right to Abate Violations. If any person or entity shall violate or attempt to violate any of the covenants herein contained or any rules or regulations of the Association, the Association (acting through its Board of Directors) or any Owner of any Property may commence legal action at law or in equity against such person or entity, either to prevent or abate such violation or to recover damages caused by such violation, or both. Said damages may expressly include a judgment for all of the plaintiff's costs of suit, including reasonable attorney's fees, and any fines for noncompliance as may be adopted by the Board of Directors of the Association as part of its rules and regulations. The Board of Directors may in its absolute discretion elect (a) not to take action with respect to any violation or alleged violation, (b) to discontinue any such action once commenced, (c) to settle any dispute with respect thereto, or (d) to take any other action as the Board deems appropriate including but not limited to the establishment and enforcement of a system of fines and penalties. Reference is made to HRS Chapter 421J for certain dispute resolution procedures.

10.02. Resolution of Disputes Between Owners of Properties. If a dispute arises between Owners of Properties as to any matter relating to any term, meaning, application or enforcement of this Declaration, said Owners may, by mutual agreement, refer the matter to the Board of Directors of the Association for nonbinding arbitration. The Board of Directors may conduct proceedings to hear and consider both sides of the dispute, in accordance with reasonable procedures to be established by the Board of Directors, and may decide any such matter by majority vote of the Board members in attendance. Any decision in such matter shall be advisory only and shall not pre-empt or restrict either party's rights to pursue legal action in said matter. The Board may, in its discretion, for any reason, refuse to hear any matter referred to it under the terms of this paragraph. Reference is made to HRS Chapter 421J for certain dispute resolution procedures.

10.03. Duration of Covenants. These covenants shall be binding for a period of fifty (50) years from the date this instrument is recorded in the Bureau. Thereafter, they shall automatically be extended without any documentation or any action of any reason or the Association, for successive periods of ten (10) years each unless terminated at the end of said initial 50-year period or at the end of any such successive 10-year period by the affirmative vote or written election of Owners representing not less than 65% of all Properties in Mahanaluia Nui, evidenced by an instrument reciting said vote or election, signed and sworn by the Owners of not less than three Properties, and recorded in the Bureau.

10.04. Amendment of Covenants. These covenants may be amended at any time by the affirmative vote or the written consent of the Owners of not less than 65% of all Properties in Mahanalua Nui. Said amendment shall be effective upon the filing in the Bureau of an instrument which shall (a) recite said amendment; (b) recite that the Owners of not less than 65% of all Properties in Mahanalua Nui voted for, or gave their written approval for, said amendment and (c) be signed and sworn by the Owners of not less than 3 Properties in Mahanalua Nui.

Notwithstanding the foregoing no amendment occurring within seven years from the date these covenants are recorded in the Bureau will be effective without Declarant's written consent (unless before the end of said seven years Declarant shall be dissolved, shall be declared bankrupt, or shall in its sole discretion elect to relinquish said approval right by written notice signed by Declarant and duly recorded in the Bureau).

Notwithstanding anything herein to the contrary, Declarant may from time to time amend these covenants unilaterally without the consent of any Owner or mortgagee of any Property, for any of the following purposes:

- (a) to correct any drafting or typographical error;
- (b) to comply with (i) any applicable law, rule or regulation of the State of Hawaii or the County of Maui, (ii) any requirement or condition of any governmental agency or (iii) any governmental approval, permit or order affecting the subdivision;
- (c) to comply with any requirement of the State of Hawaii or the U. S. Department of Housing and Urban Development in connection with the registration and sale of any Properties or any exemption from registration;
- (d) to qualify some or all of the Properties for financing through the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any similar program to facilitate the financing of Properties through any mortgage market or general financing program; or
- (e) to add Properties to the land covered by this Declaration as provided in Section 7 above.

Declarant's rights under this section 10.04 shall expire upon the first to occur of (a) the expiration of seven years from the date these covenants are recorded in the Bureau; or (b) Declarant's voluntary relinquishment of said rights by written release recorded in the Bureau.

10.05. Severability. Invalidation of any one or more of these covenants by judgment or court order shall not affect any of the other provisions hereof.

10.06. Perpetuities. If any of provision of this Declaration shall be void or voidable for violation of the Rule Against Perpetuities in effect in the State of Hawaii, said provision shall continue only until the end of such period as shall not violate the Rule Against Perpetuities, measured by the lives of the following persons on the date of this Declaration: The members of the United States Senate serving in office on date of this Declaration, and the descendants of such persons living on the date of this Declaration.

10.07. Notice of Sale or Transfer of Title. Upon the sale or transfer of title to any Property, the transferee shall promptly notify the Board of Directors of the

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****DESCRIPTION OF LAND**

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1358, Land Commission Award Number 82 to Thomas Phillips) situate, lying and being at Launiupoko, District of Lahaina, Island and County of Maui, State of Hawaii, more particularly described as follows:

MAHANALUA NUI SUBDIVISION**LOT "A-1"**

Being a portion of R.P. 1358, L.C. Aw. 82 to Thomas Phillips.

Situated at Launiupoko, Lahaina, Island of Maui, Hawaii

Beginning at a Westerly corner of this parcel of land, being also the Southeast corner of Lot B-2 of Mahanalua Nui Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 1,714.45 feet North and 2,461.47 feet West, and running by azimuths measured clockwise from true South:

1.	183° 05' 50"	286.11	feet along remainder of R.P. 1358, L.C. Aw. 82 to Thomas Phillips, along Lots B-2 and B-1 of Mahanalua Nui Subdivision;
2.	168° 45' 20"	286.22	feet along remainder of R.P. 1358, L.C. Aw. 82 to Thomas Phillips, along Lot B-1 of Mahanalua Nui Subdivision;
3.	181° 31' 20"	225.06	feet along same;
4.	145° 33' 40"	260.49	feet along same;
5.	150° 20' 00"	230.87	feet along same;
6.	160° 26' 30"	283.55	feet along same;
7.	165° 21' 30"	560.52	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanaluia Nui Subdivision at Launiupoko****(Continued)**

8.	154° 26'	10"	470.28	feet along same;
9.	176° 33'	20"	54.46	feet along same;
10.	220° 22'	10"	202.59	feet along same;
11.	237° 02'	50"	225.88	feet along same;
12.	250° 05'	50"	292.82	feet along same;
13.	224° 13'	10"	96.65	feet along same;
14.	193° 23'	40"	74.96	feet along same;
15.	227° 09'	30"	96.62	feet along same;
16.	242° 45'	40"	157.03	feet along same;
17.	259° 32'	50"	220.86	feet along same;
18.	236° 42'	50"	548.07	feet along same;
19.	198° 48'	20"	135.04	feet along same;
20.	169° 04'	10"	176.50	feet along same;
21.	165° 20'	00"	373.96	feet along same;
22.	153° 02'	30"	305.40	feet along same;

Thence, along same on a curve to the right, with a radius of 327.50 feet, the chord azimuth and distance being:

23.	211° 28'	45"	558.11	feet;
24.	269° 55'	00"	620.48	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****(Continued)**

25.	289°	14'	10"	208.03	feet along same;
26.	254°	40'	10"	104.75	feet along same;
27.	309°	23'	40"	239.62	feet along same;
28.	353°	20'	40"	271.43	feet along same;
29.	26°	14'	00"	129.75	feet along same;
30.	13°	03'	20"	185.91	feet along same;
31.	353°	04'	20"	155.26	feet along same;
32.	10°	22'	20"	464.61	feet along same;
33.	332°	26'	20"	69.95	feet along same;
34.	358°	01'	10"	128.73	feet along same;
35.	19°	46'	40"	158.74	feet along same;
36.	339°	59'	50"	306.15	feet along same;
37.	301°	48'	30"	99.12	feet along same;
38.	270°	45'	40"	272.18	feet along same;
39.	317°	21'	20"	217.29	feet along same;
40.	279°	58'	10"	242.22	feet along same;
41.	232°	47'	40"	304.84	feet along same;
42.	256°	52'	20"	451.13	feet along same;
43.	241°	52'	00"	404.57	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****(Continued)**

44.	303°	49'	30"	203.46	feet along same;
45.	7°	28'	10"	167.46	feet along same;
46.	37°	55'	20"	337.47	feet along same;
47.	56°	52'	30"	186.15	feet along same;
48.	32°	59'	40"	611.15	feet along same;
49.	14°	46'	30"	556.18	feet along same;
50.	353°	58'	20"	385.39	feet along same;
51.	322°	30'	10"	89.44	feet along same;
52.	279°	08'	40"	107.13	feet along same;

Thence, along same on a curve to the right, with a radius of 53.50 feet, the chord azimuth and distance being:

53.	315°	49'	45"	63.92	feet;
54.	352°	30'	50"	126.08	feet along same;
55.	284°	10'	10"	62.96	feet along same;
56.	185°	22'	10"	270.17	feet along same;
57.	148°	19'	50"	144.78	feet along same;
58.	225°	52'	00"	121.12	feet along same;
59.	299°	12'	00"	65.20	feet along same;
60.	272°	08'	10"	52.20	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****(Continued)**

61.	283° 00' 50"	64.93	feet along same;
62.	14° 10' 20"	104.16	feet along same;
63.	332° 38' 40"	405.55	feet along same;
64.	250° 43' 20"	380.50	feet along same;
65.	309° 12' 30"	296.08	feet along same;
66.	340° 45' 20"	120.58	feet along same;
67.	331° 19' 40"	165.67	feet along same;
68.	11° 18' 10"	119.28	feet along same;
69.	27° 59' 30"	80.99	feet along same;
70.	13° 30' 00"	179.41	feet along same;
71.	349° 46' 50"	72.67	feet along same;
72.	277° 33' 50"	78.00	feet along same;

Thence, along same on a curve to the right, with a radius of 94.00 feet, the chord azimuth and distance being:

73.	346° 18' 25"	175.21	feet;
74.	55° 03' 00"	352.77	feet along same;
75.	38° 41' 40"	670.00	feet along same;

Thence, along same on a curve to the right, with a radius of 100.00 feet, the chord azimuth and distance being:

EXHIBIT "A"

to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko

(Continued)

76.	77°	40'	40"	125.82	feet,
77.	116°	39'	40"	333.87	feet along same;
78.	107°	57'	10"	363.67	feet along same;
79.	117°	41'	30"	755.24	feet along same;
80.	98°	59'	20"	206.23	feet along same;
81.	102°	42'	50"	354.90	feet along same;
82.	122°	00'	30"	112.82	feet along same;
83.	95°	22'	20"	169.34	feet along same;
84.	62°	17'	20"	362.59	feet along same;
85.	16°	59'	00"	49.56	feet along same;
86.	323°	40'	40"	157.22	feet along same;
87.	284°	27'	30"	243.50	feet along same;
88.	297°	37'	30"	117.18	feet along same;
89.	325°	24'	20"	180.03	feet along same;
90.	359°	41'	20"	50.10	feet along same;

Thence, along same on a curve to the right, with a radius of 68.00 feet, the chord azimuth and distance being:

91.	43°	24'	40"	94.00	feet,
92.	87°	08'	00"	109.54	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****(Continued)**

93.	72°	09'	10"	193.19	feet along same;
94.	44°	04'	20"	104.09	feet along same;
95.	51°	37'	40"	85.62	feet along same;
96.	75°	27'	00"	113.80	feet along same;
97.	48°	31'	00"	224.13	feet along same;
98.	32°	17'	00"	81.58	feet along same;
99.	48°	07'	20"	53.04	feet along same;
100.	64°	34'	40"	112.64	feet along same;
101.	56°	54'	20"	28.76	feet along same;
102.	51°	25'	20"	10.45	feet along same;
103.	10°	04'	20"	8.87	feet along same;
104.	352°	24'	50"	26.27	feet along same;
105.	316°	52'	40"	32.13	feet along same;
106.	308°	03'	50"	89.91	feet along same;

Thence, along same on a curve to the left, with a radius of 93.00 feet, the chord azimuth and distance being:

107.	293°	23'	45"	47.10	feet;
108.	278°	43'	40"	180.97	feet along same;

EXHIBIT "A"

to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko

(Continued)

Thence, along same on a curve to the right, with a radius of 164.50 feet, the chord
azimuth and distance being:

109.	296°	08'	40"	98.48	feet,
110.	313°	33'	40"	146.52	feet along same;
111.	329°	22'	30"	16.04	feet along same;
112.	341°	02'	10"	184.83	feet along same;
113.	335°	30'	30"	158.06	feet along same;
114.	343°	51'	00"	155.45	feet along same;

Thence, along same on a curve to the right, with a radius of 105.50 feet, the chord
azimuth and distance being:

115.	31°	44'	55"	156.55	feet,
116.	79°	38'	50"	100.00	feet along same;
117.	79°	13'	50"	448.71	feet along same;
118.	38°	22'	40"	157.56	feet along same;

Thence, along same on a curve to the right, with a radius of 266.50 feet, the chord
azimuth and distance being:

119.	92°	39'	10"	431.80	feet;
120.	146°	35'	40"	215.12	feet along same;

EXHIBIT "A"**to Amended and Restated Covenants, Conditions & Restrictions
for the Mahanalua Nui Subdivision at Launiupoko****(Continued)**

121.	156°	26'	30"	328.10	feet along same;
122.	155°	21'	10"	336.07	feet along same;
123.	169°	29'	50"	483.65	feet along same;

Thence, along same on a curve to the right, with a radius of 126.00 feet, the chord azimuth and distance being:

124.	204°	21'	25"	144.04	feet;
125.	239°	13'	00"	196.94	feet along same;
126.	182°	07'	40"	761.27	feet along same;
127.	165°	07'	00"	176.11	feet along same;
128.	183°	05'	50"	121.91	feet along same to the point of beginning and containing an area of 433.219 acres, more or less.

Being all of the land conveyed by the following:

DEED

Grantor: PIONEER MILL COMPANY, LIMITED, a Hawaii corporation
 Grantee: LAUNUPOKO ASSOCIATES, LLC, a Hawaii limited liability company
 Dated: November 28, 1997
 Document No. 97-166434

EXHIBIT "B"

to Amended and Restated Covenants, Conditions & Restrictions for the Mahanalua Nui Subdivision at Launiupoko

ARCHITECTURAL CONTROLS

1. Purpose. The purpose of the architectural controls set forth in this Exhibit "B" is not to regulate all details of an owner's construction and landscaping activity, but instead is to give Declarant the means to attempt, in its discretion, to avoid strange, jarring or inappropriate structures being initially developed within Mahanalua Nui which may be out of harmony with Mahanalua Nui as a whole. It is understood that Declarant's judgment in these matters may not be perfect or even consistent, and that some degree of taste and subjectivity will necessarily be involved. However, it is hoped that all concerned will cooperate in this process with the mutual objective of protecting property values and the general appearance of the neighborhood. The power to exercise these controls is reserved to Declarant and may be exercised at Declarant's option only. Declarant shall have no legal obligation to exercise the architectural controls and shall have no liability to any buyer or owner if Declarant shall elect not to exercise said controls as to some or all of the Properties or if Declarant exercises said controls in whole or in part in a manner which a buyer or owner of any Property feels is inappropriate, inconsistent or otherwise objectionable.

2. Restriction and Scope. No structure which is or will be visible from a road or from any other Property may be constructed without the prior written approval of the Architectural Design Committee.

3. Composition of the Architectural Design Committee. Declarant may appoint to the Architectural Design Committee one (1) staff person, and one (1) professional (either an architect or an engineer). The duration of the Committee may be for ten (10) years, or longer or shorter at the discretion of Declarant.

Declarant may transfer control of the Architectural Design Committee to the Mahanalua Nui Homeowners Association. At no time shall a lot owner, other than Declarant, be a member of the Committee.

4. Standards, Procedures and Submittals to the Architectural Design Committee. All applications for approval of the Architectural Design Committee shall be accompanied by plans, specifications and other supporting material which shall be detailed and complete to the point which would, in the Architectural Design Committee's reasonable judgment, enable it to adequately understand and evaluate the location and appearance of the planned work.

Prior to commencement of construction, an applicant must submit to the Architectural Design Committee complete working construction drawings stamped by an architect licensed to practice in the state of Hawaii. These construction drawings shall include, as a minimum:

1. Four (4) copies of all plans for any new building submitted to the Committee for approval, which shall include, without limitation, the following:

(a) Plot Plan showing location of all existing and proposed improvements, utilities, service areas, fences and walls, accessory buildings, lighting plans, paved areas, driveways, parking areas, walkways, Property lines, and landscaped areas.

(b) Grading Plan showing existing and proposed topographic elevations.

(c) Building Plans to include:

- i. one 1/4" scale floor plan,
- ii. four 1/8" scale exterior elevations,
- iii. two 1/8" scale cross-section elevations; and
- iv. one 1/8" scale site plan.

(d) Other Items as required by the Committee from time to time upon review of each individual project.

The Architectural Design Committee may in its discretion adopt reasonable rules and regulations to govern its procedures and requirements as it may deem appropriate from time to time.

Any application for approval shall be deemed automatically approved by the Architectural Design Committee if the Committee shall fail to approve or disapprove it in writing within twenty (20) days after the applicant has submitted to the Committee the completed application and all supporting plans and other materials in accordance with the preceding paragraphs.

If no suit or other proceeding shall have been commenced in a Hawaii court of competent jurisdiction within one (1) year after the visible commencement of construction of any structure, such construction shall be deemed automatically to have complied with all of the provisions of this Exhibit "B" and the Design Standards, notwithstanding any actual failure of any person to comply strictly with all of the requirements and procedures of this Exhibit "B."

5. Responsibility. The members of the Architectural Design Committee shall not be personally liable, and the Architectural Design Committee itself and Declarant shall not be liable, for any of their or its acts or omissions in connection with the performance of (or failure to perform) any duties hereunder so long as such actions or omissions are in good faith.

6. Design Guidelines. The following are encouraged and will be favorably reviewed:

1. Buildings that set into the existing grade, requiring a minimum of site work.
2. Buildings that have a rural, farm, plantation or polynesian feeling.
3. Large covered decks or verandas.
4. Roof lines incorporating hips, split pitch, dormers, pitch of 4:12 or steeper, and other interesting features.

5. The elimination of any elevations which feature large, one- or two-story wall sections with no relief.

6. Colors which are neither jarring nor garish.

7. Landscaping to compliment the buildings.

The following are not encouraged:

1. Excessive site work.

2. Roofs with a single gable feature.

3. Large, unbroken exterior wall massing.

4. Main houses of under 1200 square feet.

The following will not be approved:

1. The use of reflective or gloss finishes.

2. Overly bright, jarring or garish colors.

7. No Protection of Views. No Property shall have any vested rights or easements for the protection of any view from said Property and Declarant and the Architectural Review Committee make no warranties or representations of any kind to the buyer, owner or occupant of any Property concerning the extent, attractiveness or protection of any view over any Property or Common Area from any other Property or Common Area.

8. Fees. The Architectural Review Committee shall have the right to require payment of a reasonable fee for review of proposed Plans. Until and unless adjusted by the Committee by resolution, such review fee shall be Four Hundred Dollars (\$400) for an initial application, and Two Hundred Dollars (\$200) for each additional application concerning the same improvements.



R-254 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 MAR 03 2003 08 01 AM
 Doc No(s) 2003-038050



161 CARL T. WATANABE
 REGISTRAR OF CONVEYANCES

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LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

RLC, Launiupoko Associates
 33 Lono Ave, Suite 450
 1 Kahului, HI 96732



20301546 De
 133629 Accom
 ACCOMMODATION RECORDING
 NO TITLE LIABILITY

pub 1/14/01/January 29, 2003

TMK (2) 4-7-09: 1 through 40, inclusive
 (2) 4-7-09: 42 through 53, inclusive
 (2) 4-7-10: 1 through 25, inclusive

Total No. of Pages: 3

FIRST AMENDMENT TO:
 AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR THE MAIANALUA NUI SUBDIVISION AT LAUNIUPOKO

1. Introduction

This First Amendment is dated this 25th day of February, 2003 and is executed by Launiupoko Associates, LLC, a Hawaii limited liability company, the principal place of business of which is 173 Ho'ohana Street, Suite 201, Kahului, Hawaii, 96732 ("Declarant").

This First Amendment amends those certain Amended and Restated Declaration of Covenants, Conditions and Restrictions dated July 13, 1999 and filed July 19, 1999 in the Bureau of Conveyances of the State of Hawaii as Document No. 99-114891 (the "Declaration") and is for the purpose of identifying additional lots within and subject to the Declaration pursuant to Section 7 of the Declaration.

Declarant makes this First Amendment pursuant to the powers reserved to it under Section 10.04(e) of the Declaration.

pub 12/11/01: wd

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2. Amendments and Additions

The following paragraphs shall fully replace their corresponding paragraphs within the Declaration or where no corresponding paragraph exists, shall constitute an addition to the Declaration:

2.06 A "Property" means each of lots numbered 1 through 40 inclusive including sub-lots and/or condominium lots or partitions thereof, 41-A, 41-B, 41-II, 41-I, 41-J, 41-L, and 41-M including sub-lots and/or condominium lots or partitions of Phase I and II (as defined below), and Lots 1 through 41 inclusive including sub-lots and/or condominium lots or partitions of Phase III (as defined below), all as shown on the Plan (defined below) and any other lots added to this Declaration by Declarant pursuant to Section 7 below.

If any Property in the future shall be divided into two or more separate parcels, condominium units or other divisions each of which shall be capable of being owned and conveyed in fee simple as a separate and discreet unit of ownership, each such parcel, unit or division shall be deemed to be a separate "Property" for all purposes under this Declaration, from and after the effective date of such division.

2.09 The "Plan" means collectively the following:

1. The subdivision entitled "Mahanalua Nui Subdivision Phase I" and "Mahanalua Nui Subdivision Phase II" dated December 2, 1998 and November 12, 1998 (LUC A Nos. 4.730 and 4.731), respectively (including any amendments), by Austin Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Waste Management of the County of Maui on May 27, 1999, as said plans shall be amended from time to time (collectively "Phase I and II"); and
2. The subdivision entitled "Mahanalua Nui Subdivision Phase III" revised November 26, 2001 (LUC A No. 4.827) (including any amendments), by Austin Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Waste Management of the County of Maui on December 19, 2002, as said plan shall be amended from time to time ("Phase III").
3. All other subdivision plans approved by the Department of Public Works of the County of Maui and condominium maps recorded in the Bureau of Conveyances of the State of Hawaii the effect of which has been to subdivide (or establish condominium units within) lots within Mahanalua Nui.

5.05. Roadway Lots 42 through 46 in Phase III. All Properties shall be granted a non exclusive easement over Roadway Lots 42 through 46 in Phase III as a common area of the subdivision, pursuant to Section 2.04 and 5 of the Declaration.

In all other respects, the Declaration shall remain in full force and effect.

This Declaration is executed the day and year first written above.


LAUNIUPOKO ASSOCIATES, LLC
a Hawaii limited liability company

By: 
James C. Riley
Its: Member

"Declarant"

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 25th day of February, 2003, before me personally appeared JAMES C. RILEY, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.


Notary Public, State of Hawaii
Printed Name: Diane Wanner
My Commission Expires: 7-17-03

125



R-71

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
NOV 17, 2004 08:01 AM

Doc No(s) 2004-231124



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

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LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

LAUNIUPOKO ASSOCIATES LLC
33 LONO AVE., SUITE 450
KAHULUI, HI 96732



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158185

ACCOMMODATION RECORDING
NO TITLE LIABILITY

TDW/85016.6

Total No. of Pages: 9

TMK (2) 4-7-10:8, 9, and 10

TMK (2) 4-7-9:35, 36 and 37

SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR MAHANALUA NUI SUBDIVISION AT LAUNIUPOKO

1. INTRODUCTION.

This Second Amendment is dated this 9th day of November, 2004 and is executed by LAUNIUPOKO ASSOCIATES, LLC, a Hawaii limited liability company, the principal place of business of which is 33 Lono Avenue, Suite 450, Kahului, Hawaii 96732 ("Declarant").

This Second Amendment amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated July 13, 1999, recorded in the State of Hawaii Bureau of Conveyances as Document No. 99-114891, as amended by First Amendment dated February 24, 2003, recorded as Document No. 2003-

ldw.85016.6

-1-

038050 (collectively the "Declaration"). This Second Amendment is executed and recorded for the purposes of (a) identifying additional lots within Phase IV of Mahanalua Nui Subdivision which shall be subject to the Declaration pursuant to Declarant's powers reserved under Section 7 of the Declaration pursuant to the powers reserved to it under Section 10.04(e) of the Declaration; and (b) adopting additional terms and restrictions which will be applicable to the Properties in said Phase IV.

The Second Amendment also amends that certain Declaration of Restrictive Covenants, dated November 25, 1998, recorded in said Bureau as Document No. 98-186637.

2. AMENDMENTS AND ADDITIONS.

The following paragraph shall fully replace their corresponding paragraphs within the Declaration or where no corresponding paragraph exists shall constitute an addition to the Declaration:

2.06 A "Property" means each of lots numbered 1 through 32, inclusive and 36 through 40 of Phase I and II including sub-lots and/or condominium apartments or partitions thereof; Lots numbered 41-A, 41-B, 41-L and 41-M of Phase I and II including sub-lots and/or condominium apartments or partitions thereof; and Lots 1 through 41 of Phase III including sub-lots and/or condominium apartments or partitions thereof; and Lots numbered 1 through 36 of Phase IV including sub-lots and/or condominium apartments or partitions thereof, all as shown on the Plan (defined below) and any other lots added to this Declaration by Declarant pursuant to Section 7 below.

If any Property in the future shall be divided into two or more separate parcels, condominium apartments or other divisions each of which shall be capable of being owned and conveyed in fee simple as a separate and discrete unit of ownership, each such parcel, unit or division shall be deemed to be a separate "Property" for all purposes under this Declaration, from and after the effective date of such division.

2.09 The "Plan" means collectively the following:

1. The subdivision entitled "Mahanalua Nui Subdivision Phase I" and "Mahanalua Nui Subdivision Phase II" dated December 2, 1998 (LUCA Nos. 4.730 and 4.731), respectively (including any

amendments), by Austin Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Waste Management of the County of Maui on May 27, 1999, and said plans shall be amended from time to time (collectively "Phase I and II"); and

2. The subdivision entitled "Mahanalua Nui Subdivision Phase III" revised November 26, 2001 (LUCA No. 4.827) (including any amendments), by Austin Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Waste Management of the County of Maui on December 19, 2002, as said plan shall be amended from time to time ("Phase III"); and

3. The subdivision entitled "Mahanalua Nui Subdivision Phase IV" dated October 8, 2004 (DSA No. 4.883) (including any amendments), by Austin, Tsutsumi & Associates, Inc., to which final subdivision approval was granted by the Department of Public Works and Environmental Management of the County of Maui on October 26, 2004, as said plan shall be amended from time to time ("Phase IV"); and

4. All other subdivision plans approved by the Department of Public Works and Environmental Management of the County of Maui and condominium maps recorded in the Bureau of Conveyances of the State of Hawaii the effect of which has been to subdivide (or establish condominium units within) lots within Mahanalua Nui.

5.06 Roadway Lots 37 through 44 in Phase IV. All Properties shall be granted a non-exclusive easement over Roadway Lots 37 through 44 in Phase IV as a common area of the subdivision, pursuant to Section 2.04 and 5 of the Declaration."

3. DESIGNATION OF DRAINAGE EASEMENTS AS ADDITIONAL COMMON AREAS. Pursuant to the authority reserved by Declarant in Section 2.04(iv), Declarant hereby designates the following easements as Common Areas: Drainage Basins described on the Plan of Phase IV as Easements D-39 through D-58 inclusive and Drainage Reserves described on the Plan of Phase IV as Easements DR-20 through DR-26, inclusive and DR-14A. The Association shall have the right to enter said easements from time to time with men and equipment for the purpose of clearing debris, vegetation and unauthorized structures from said areas which may reduce or interfere with the operation of said easement as a

drainage facility. The routine maintenance of vegetation and clearing of said areas and their maintenance as drainage facilities shall be the responsibility of the Owner(s) of the Property upon which the easement is located and the cost thereof shall be borne by said Owner(s). The standards for maintenance are set forth in Exhibit "A" hereto. If said Owner(s) shall fail to maintain any such area then the Association may exercise its easement rights set forth above and shall have the right to assess the cost thereof to said Owner(s) as a special assessment secured by the lien under Section 4.03 below. The cost of any work by the Association not caused by the act or omission of said Owner or the failure of the Owner to maintain the area as required herein shall be a common expense.

The Owner of each Property on which any such easement is located may place crops, orchards, landscaping, driveways and other structures within such easement provided that (a) such vegetation and structures shall not interfere with or impair the designated function of the area for managing storm water runoff; (b) such vegetation and structures shall not interfere with or impair the maintenance of said area in accordance with the standards set forth in Exhibit "A" hereto; and (c) all such vegetation and structures shall be approved by the Board of Directors of the Association (on such terms, conditions and restrictions as the Board may determine).

4. NEW PROVISIONS RELATING TO AGRICULTURAL USE REQUIREMENTS UNDER APPLICABLE LAW. In order to assure that Owners of Properties shall comply with applicable state and county laws concerning agricultural use of lands located within the areas zoned agricultural under Maui County Code Chapter 19 and designated agricultural under the state land use law HRS Chapter 205, the following additional covenants are added to Section 3 of the Declaration:

3.13 Farm Plan Requirements. Under rules and policies of the County of Maui in effect on the effective date of this Second Amendment, a farm plan is required in connection with the issuance of building permits for farm dwellings. A "farm plan" means a formal plan under which the Owner commits to proceed with bona fide agricultural operations on the Property, utilizing at least 50% of the land area within the Property as an active, bona fide and ongoing endeavor. "Agricultural operations" shall mean agricultural use as described in Maui County Code Chapter 19.30A, including but not limited to the cultivation of crops, orchard operations, animal husbandry and similar activities. Each Owner shall comply strictly with all applicable rules, regulations and policies in this regard.

3.14 Agricultural Use Restrictions. The restrictions on agricultural uses set forth in Section 3.01 shall not apply to the Properties located in Phase IV. The limitations on agricultural use restrictions set forth in Hawaii Revised Statutes Section 205-46 shall apply to all Phase IV Properties since the Phase IV lands were not subject to the reservations in Section 3.01 prior to July 8, 2003. If any other provision of the Declaration shall be found to violate said Section 205-46 such provision shall be deemed void insofar as it shall apply to any Phase IV Property.

These provisions this Section 4 have been adopted by the Declarant acting unilaterally under the authority reserved to the Declarant under Section 10.04(b) which authorizes the Declarant to amend the Declaration unilaterally for the purpose of complying with (i) any applicable law, rule or regulation of the State of Hawaii or the County of Maui, (ii) any requirement or condition of any governmental agency, or (iii) any governmental approval, permit or order affecting the subdivision.


5. **DRIVEWAY LOCATIONS.** All properties in Phase IV are subject to a restriction as to the permitted location of the driveway entrance at each Property line on the road abutting such Property. The location of the driveway entrance for each Property is shown on the Plan describing Phase IV. The Owner(s) of each Property shall comply strictly with said restriction and may not construct a driveway entrance on said Property in any other location without the approval of the County of Maui Department of Public Works and Environmental Management, Development Services Administration.

6. **AMENDMENT OF DECLARATION OF RESTRICTIVE COVENANTS.** The Declaration of Restrictive Covenants, dated November 25, 1998, recorded in the State of Hawaii Bureau of Conveyances as Document No. 98-186637 is hereby amended by excluding all lots in Phase IV from the restrictions in said documents. This exclusion is in accordance with Hawaii Revised Statutes Section 205-4.6.

7. **CONCLUSION.** In all other respects the Declaration shall remain in full force and effect.

This Declaration is executed the day and year first above written.

LAUNIUPOKO ASSOCIATES, LLC,
a Hawaii limited liability company

By: 
Peter K. Martin
Its: Member

"Declarant"

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 9th day of November, 2004, before me personally appeared Peter K. Martin, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Kevin Lynn E. S. Heoka
Notary Public, State of Hawaii
Printed Name: Kevin Lynn E.S. Heoka
My Commission Expires: May 1, 2005

la

EXHIBIT "A"

Operation and Maintenance Plan For Retention Basins 1 through 7 Mahanalua Nui Subdivision, Phase 4 Mahanalua Nui Homeowner's Association, Inc.

Operation and maintenance for Retention Basins 1 through 7 shall include the retention basins and vegetated swales that serve to control the storm water discharge into the retention basin. Mahanalua Nui Homeowner's Association, Inc. is the identified party to oversee and enforce the operation and maintenance of these basins and swales. Regular maintenance designed to ensure the long-term efficiency of the system shall include:

1. Sediment that accumulates in the catch basins, drain inlets, vegetated/concrete swales and retention basins shall be removed. The reclaimed sediment may be used for fill or as a supplement to topsoil.
2. Overgrown vegetation on the bottom, sides and benches of the retention basins shall be removed by means of mowing and/or herbicide spraying.
3. Overgrown vegetation along swales shall be removed by means of mowing and/or herbicide spraying.
4. Vegetative growth and accumulated silt deposits at all drainage outlets and at all overflow weirs shall be removed and kept clear at all times.
5. Mosquito infestation shall be controlled by removing stagnant water at bottom of retention basin.
6. After the occurrence of a major storm event, visually inspect the retention basins and swales for accumulation of sediment and debris. Sediment build-up and debris greater than two feet above the basin floor shall be removed immediately after the storm event. Removal of sediment and debris shall be done after it is deemed safe to accomplish remedial work.
7. All access paths to the retention basin shall be maintained and clear of obstructions. Vegetative growth and accumulated silt shall be removed. Loose gravel/dirt within access path shall be compacted to

maintain a safe route for vehicles used for the maintenance of the retention basins.

END OF EXHIBIT "A"



R-721 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 MAR 29, 2005 08:02 AM
 Doc No(s) 2005-060479



/s/ CARL T. WATANABE
 REGISTRAR OF CONVEYANCES

20 1/2 22

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Mancini, Welch & Geiger LLP
 Attention: Thomas Welch
 33 Lono Avenue Ste 470
 Kahului, HI 96732

Escrow # 20304158 DW



#169365

TDW/88586

Total No. of Pages: 4

TMK (2) 4-7-10: 1-3, 8-10, 12-23, 26-65

(2) 4-7-9: 1-26, 27 (por), 28 (por), 29-38, 39 (por), 40, 43-55, 57-61

THIRD AMENDMENT TO AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR MAHANALUA NUI SUBDIVISION AT LAUNIUPOKO

A. INTRODUCTION.

This Third Amendment is dated this 16th day of March, 2005 and is executed by LAUNIUPOKO ASSOCIATES, LLC, a Hawaii limited liability company, the principal place of business of which is 33 Lono Avenue, Suite 450, Kahului, Hawaii 96732 ("Declarant").

This Third Amendment amends the Amended and Restated Declaration of Covenants, Conditions and Restrictions dated July 13, 1999, recorded in the State of Hawaii Bureau of Conveyances as Document No. 99-114891, as amended by First Amendment dated February 24, 2003, recorded as Document No. 2003-038050 and Second Amendment dated November 9, 2004, recorded as Document No. 2004-231124 (collectively the "Declaration"). This Third Amendment is executed and recorded for the purpose of supplementing certain disclosures of record.

tdw.88586

-1-

B. **AMENDMENT.**

The Declaration is hereby further amended as follows:

1. **Amendment and Disclosure Regarding Mahanalua Nui Water System.**
Section 6.05 is hereby added to the Declaration, to read as follows:

"6.05 Water System Disclosures and Warnings.

Prior to the date of this Second Amendment, the Declarant has established two affiliated corporations, Launiupoko Water Co., LLC and Launiupoko Irrigation Co., LLC, to provide potable and non-potable water service to Mahanalua Nui Subdivision. Said corporations are regulated by the State of Hawaii Public Utilities Commission.

All lot owners should be aware, and are hereby warned, as follows:

(a) Each water system may be subject to interruptions and cessations in service, changes in water quality or water quantity, and other problems which may occur in the operation of private water systems. Property owners are warned that if they desire to protect themselves against such changes or inconveniences, property owners may wish to construct supplemental water facilities on their own properties, including water storage facilities.

(b) The non-potable water provided by Launiupoko Irrigation Co., LLC is for irrigation purposes and is not suitable for drinking or domestic use. Such water is provided from surface water sources and may contain bacteria which are extremely hazardous to health. All property owners accepting non-potable water service are instructed to warn their family, guests, tenants, visitors and successors in title of these risks and the unsuitability of the water for human consumption or domestic use.

(c) Also, neither the Declarant nor Launiupoko Irrigation Co., LLC shall be responsible

if for any reason the source of non-potable water is withdrawn from use. The control of surface waters in the State of Hawaii is vested in the State of Hawaii Water Resources Commission. The right of the use of said sources for irrigating Mahanalua Nui Subdivision (and other developed areas served by it) has been challenged by certain parties."

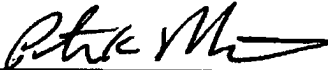
2. An additional Section 8.05A is hereby added to read as follows:

"8.05A Possible Future Development of Adjacent Properties. Adjacent Properties (defined in Section 8.05 above), may be developed in the future. Such developments may include agricultural, residential, non-residential or other types of development, and may be re-zoned which may result in increased development density and changes in use. Development may result in increase in traffic, noise, dust and other nuisances. Declarant may grant to the lots and buyers within the Adjacent Properties the rights to use certain roads and facilities within Mahanalua Nui and may add the owners of said lots to the membership of Mahanalua Nui Homeowners Association, Inc. Neither the Declarant nor the owners of the Adjacent Properties nor any other respective successors in title or assigned shall be held liable for any such nuisance or adverse consequences of such developments."

3. In all other respects the Declaration shall remain in full force and effect.

This Declaration is executed the day and year first above written.

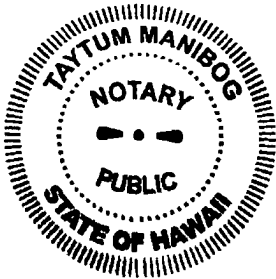
LAUNIUPOKO ASSOCIATES, LLC,
a Hawaii limited liability company

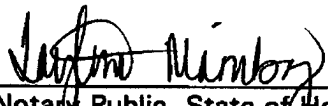
By: 
Peter K. Martin
Its: Member

"Declarant"

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 16th day of March, 2005, before me personally appeared Peter K. Martin, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.




Notary Public, State of Hawaii
Printed Name: Taytum Manibog
My Commission Expires: 2-29-2008



R-335

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
Nov 08 2011 08:01 AM

Doc No(s) 2011-185090

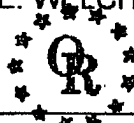
/s/ NICKI ANN THOMPSON
REGISTRAR



8 1/5 ZSKC
SKC

Return By Mail (X) Pickup () To:

CURTIS W. WELCH and CONNIE E. WELCH
747 Kai Hele Ku Street
Lahaina, HI 96761



682100 3005-AS

Tax Map Key Number: (2) 4-7-010:079

Total Number of Pages: 8

Title of Document: FIRST AMENDMENT OF EASEMENT DR-24

Parties: MAHANALUA NUI HOMEOWNERS ASSOCIATION, INC.,
(Grantor and Grantee) a Hawaii corporation, having an address at:
P. O. Box 10039
Lahaina HI 96761, and

CURTIS W. WELCH and CONNIE E. WELCH, husband
and wife, both having an address at:
747 Kai Hele Ku Street
Lahaina, HI 96761

FIRST AMENDMENT OF EASEMENT DR-24

This First Amendment of Easement DR-24 is made by MAHANALUA NUI HOMEOWNERS ASSOCIATION, INC., a Hawaii corporation, having an address at P. O. Box 10039, Lahaina HI 96761, hereinafter called the "Association", and CURTIS W. WELCH and CONNIE E. WELCH, husband and wife, both having an address at 747 Kai Hele Ku Street, Lahaina, HI 96761, hereinafter collectively called "Welch". The Association and Welch are hereinafter respectively called "Party" and collectively called "Parties".

WITNESSETH:

WHEREAS, Welch, via a Warranty Deed dated April 11, 2005, recorded in the Bureau of Conveyances of the State of Hawai'i on April 15, 2005, as Document No. 2005-074121, acquired Lot 15 of Mahanalua Nui Subdivision, Phase IV; and

WHEREAS, such Warranty Deed contained language creating Easement DR-24 for drainage reserve purposes, over lots 13, 14, 15, 16, and 41 of Mahanalua Nui Subdivision, Phase IV; and

WHEREAS, section 4.02 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Mahanalua Nui Subdivision at Launiupoko, dated July 13, 1999, and recorded in the bureau of Conveyances of the State of Hawaii on July 19, 1999, as Document No. 99-11489, states that the Association shall "hold, control, manage and operate all Common Areas and facilities from and after the time when ownership or use thereof shall have been transferred to the Association"; and

WHEREAS, section 2.06 of the Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions For The Mahanalua Nui Subdivision at Launiupoko, dated November 9, 2004, and recorded in the bureau of Conveyances of the State of Hawaii on November 17, 2004, as Document No. 2004-231124, amended the definition of Property under the control of the Association to include Lot 15 of Mahanalua Nui Subdivision, Phase IV; and

WHEREAS, section 3 of said Second Amendment designated Easement DR-24 as a Common Area; and

WHEREAS, the Parties desire to amend Easement DR-24 in order to change its location on said Lot 15, by deleting the portion of Easement DR-24 located on said Lot 15 and replacing the portion of Easement DR-24 located on said Lot 15 with Easement DR-24-A, more particularly described in Exhibits "A" and "B", attached and appended hereto;

NOW, THEREFORE, in consideration of the terms and conditions hereof, the Parties agree as follows:

1. This First Amendment of Easement DR-24 is incorporated into and made part of Easement DR-24 as set forth in such Warranty Deed. In the event of conflict between the terms and provisions of this First Amendment of Easement DR-24 and the terms and provisions of Easement DR-24, the terms and provisions contained in this First Amendment of Easement DR-24 shall control and be of full force and effect.

2. Easement DR-24 is hereby amended by deleting the portion of Easement DR-24 located on said Lot 15 and replacing it with Easement DR-24-A, as described and shown on Exhibits "A" and "B", attached and appended hereto.

3. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or same counterparts. For all purposes, including, without limitation, recordation, filing, and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Parties have executed this instrument this 19 day of October, 2011.

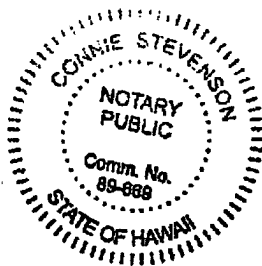
MAHANALUA NUI HOMEOWNERS ASSOCIATION, INC.

By [Signature] 10/19/2011
Its PRESIDENT, PAUL F. RATTERMAN
(title) (printed name)

[Signature] [Signature]
CURTIS W. WELCH and CONNIE E. WELCH

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

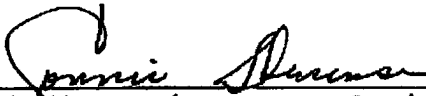
On this 19 day of October, 2011, before me in the Second Judicial District of the State of Hawaii, appeared PF Ratterman, to me personally known, who being by me duly sworn, did say that (s)he is the President of MAHANALUA NUI HOMEOWNERS ASSOCIATION, INC., a Hawaii corporation, and that this instrument – an 8-page FIRST AMENDMENT OF EASEMENT DR-24, was signed on behalf of said corporation by authority of its Board of Directors, and the said PF Ratterman acknowledged said instrument to be the free act and deed of said corporation.

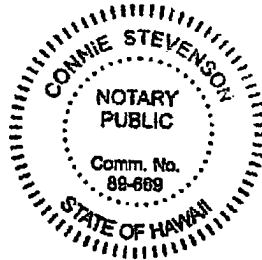


[Signature]
Print Name: CONNIE STEVENSON
Notary Public, State of Hawaii
My commission expires 12-4-2013
Commission No. 89-669

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

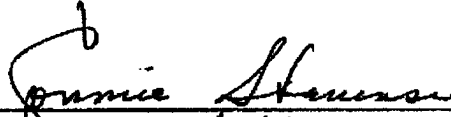
On this 31 day of October, 2011, before me in the Second Judicial District of the State of Hawaii, appeared CURTIS W. WELCH, to me known to be the person described in and who executed the foregoing instrument – an 8-page FIRST AMENDMENT OF EASEMENT DR-24, and acknowledged that he executed the same as his free act and deed.


Print Name: CONNIE STEVENSON
Notary Public, State of Hawaii
My commission expires 12-4-2013
Commission No. 89-669



STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 31 day of October, 2011, before me in the Second Judicial District of the State of Hawaii, appeared CONNIE E. WELCH, to me known to be the person described in and who executed the foregoing instrument – an 8-page FIRST AMENDMENT OF EASEMENT DR-24, and acknowledged that she executed the same as her free act and deed.


Print Name: CONNIE STEVENSON
Notary Public, State of Hawaii
My commission expires 12-4-2013
Commission No. 89-669

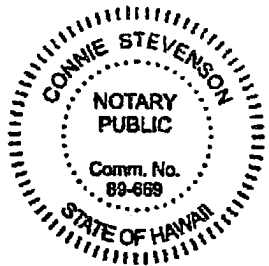


EXHIBIT "A"

EASEMENT "DR-24-A"

Being Easement DR-24-A for drainage reserve purposes, affecting Lot 15 of the Mahanalua Nui Subdivision Phase IV, LUCA NO. 4.883, T. M. K.: (2) 4-7-010:079, in favor of the Mahanalua Nui Homeowners Association, Inc., a Hawaii non-profit corporation, said Easement DR-24-A situate at Launiupoko, Island and County of Maui, State of Hawaii and being more particularly described as follows:

Beginning at a found 1/2" pipe at the southeast corner of this easement, said point being also the southeast corner of Lot 15 and the southwest corner of Lot 14 of the Mahanalua Nui Subdivision Phase IV, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 1,115.01 feet North and 367.27 feet East and running by azimuths measured clockwise from True South;

- | | | | | | |
|-----|------|-----|-----|--------|--|
| 1. | 117° | 41' | 30" | 564.34 | feet along Lot 2 of the Mahanalua Nui Subdivision Phase V to a found 1/2" pipe; |
| 2. | 98° | 59' | 20" | 104.17 | feet along same to a found 1/2" pipe; |
| 3. | 200° | 00' | 00" | 104.96 | feet along Lot 16 of the Mahanalua Nui Subdivision Phase IV to a point; |
| 4. | 289° | 19' | 00" | 58.06 | feet along remainder of Lot 15 of said subdivision to a point; |
| 5. | 312° | 48' | 18" | 104.35 | feet along same to a point; |
| 6. | 286° | 43' | 28" | 93.15 | feet along same to a point; |
| 7. | 270° | 38' | 29" | 50.90 | feet along same to a point; |
| 8. | 292° | 18' | 19" | 214.06 | feet along same to a point; |
| 9. | 301° | 23' | 00" | 54.69 | feet along same to a point; |
| 10. | 341° | 23' | 10" | 158.23 | feet along lot 14 of the Mahanalua Nui Subdivision, Phase IV to the point of beginning and containing an area of 1.279 acres, more or less, as per survey of Arthur P. Valencia, Licensed Professional Land Surveyor, State of Hawaii Certificate No. 10026. |

END OF EXHIBIT "A"

EXHIBIT "B"

Note:
All boundary corners are marked with a 1/2" pipe (Ind)
unless otherwise noted

LOT 17

LOT 18

TRUE NORTH
SCALE: 1" = 50'

Mahaloalua Nui Subdivision Phase

LOT 15

Area=3.237 Acres

LOT 16

LOT 14

LAU NIU W A Y

Mahaloalua Nui Subdivision Phase V

LOT 2

117°41'30"

684.34'

200'00"
104.96'
104.17'

105°19'
132°49'18"
104.35'

Easement "DR-24-A"
Area: 1.278 Acres
for Drainage Reserve
in favor of the Mahaloalua Nui
Homeowners Association, Inc.

Easement "B"
Area: 1.518 Sq. Ft.
for water line, gas line and utility
purposes in favor of Lot 2 of the
Mahaloalua Nui Subdivision Phase V

Easement "A"
Area: 3,048 Sq. Ft.
for water line, gas line and utility
purposes in favor of Lot 2 of the
Mahaloalua Nui Subdivision Phase V
and Maui Electric. Co. LTD.

Existing Easement "D-47"
for Drainage Reserve in favor of
the Mahaloalua Nui
Homeowners Association, Inc.

Existing Electrical
Easement "D"

Existing Easement "D-45"
for Drainage Reserve

108°43'28"
93.15'
90°38'25"
60.90'
112°18'18"
214.06'

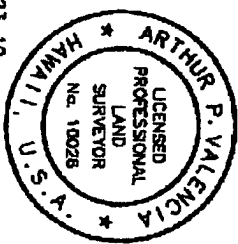
341°23'10"
34.69'
383.76'
121°23'

325°18'42"
18.04'
21.550'

304°36'17"
76.78'

This work was prepared by me
or under my direct supervision,
Valencia Land Surveying

Arthur P. Valencia
Licensed Professional Land Surveyor
State of Hawaii Certificate No. 10026

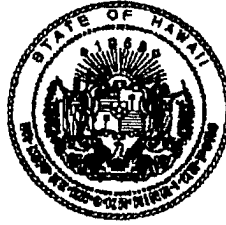


Rev: 3-23-10
Date: 1-25-11

Easement "DR-24-A"
Being Portion of Easement "DR 24"
affecting lot 15 of the Mahaloalua Nui
Subdivision Phase IV
Lauuniupoko, Lahaina, Maui, Hawaii

END OF EXHIBIT "B"

16



R-70

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

NOV 17, 2004 08:01 AM

Doc No(s) 2004-231123



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCE

20 1/3 23

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

LAUNIUPOKO ASSOCIATES LLC
33 LONO AVE., SUITE 450
KAHULUI, HI 96732



20303121-~~DD~~
158185

ACCOMMODATION RECORDING
NO TITLE LIABILITY

TDW/85060.2

Total No. of Pages: (5)

TMK (2) 4-7-10:8, 9, and 10
TMK (2) 4-7-9:35, 36 and 37

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MAHANALUA NUI SUBDIVISION AT LAUNIUPOKO, PHASE IV

This Supplemental Declaration is dated this 9th day of November, 2004 and is executed by LAUNIUPOKO ASSOCIATES, LLC, a Hawaii limited liability company, the principal place of business of which is 33 Lono Avenue, Suite 450, Kahului, Hawaii 96732 ("Declarant").

RECITALS: Declarant is the owner of the land located at Launiupoko, Lahaina, Maui, Hawaii, described as follows: Lots 33, 34 and 35 of the Mahanalua Nui Subdivision Phase I, Subdivision File No. 4.730, and Lots 41-H, 41-I and 41-J of the Mahanalua Nui Subdivision Phase II, Subdivision File No. 4.731 as described

on subdivision plans entitled "Mahanalua Nui Subdivision Phase I" and "Mahanalua Nui Subdivision Phase II", final subdivision approval of which was granted by the Department of Public Works and Waste Management of the County of Maui on May 27, 1999 (the "Tract"). Declarant has consolidated all parcels within the Tract and resubdivided them into Agricultural Lots numbered 1 through 36 (herein called the "Lots") and Road Lots numbered 37 through 44, all to be known as Mahanalua Nui Subdivision Phase IV.

This Supplemental Declaration shall apply to each Lot from and after the date of final subdivision approval of Mahanalua Nui Subdivision Phase IV.

It is the Declarant's intention to establish certain procedures and safeguards for the purpose of encouraging the establishment and conduct of bona fide agricultural uses and enterprises on the Lots in accordance with the letter, spirit and intent of State and County laws, rules and regulations governing the uses of agricultural land.

The acceptance of a deed, agreement of sale, lease or other conveyance by any person of any Lot or any interest in any Lot within the subdivision will constitute acceptance of these covenants, regardless of whether or not said instrument is expressly made subject hereto. This Supplemental Declaration shall be binding upon and shall be enforceable against each owner, purchaser, tenant and occupant of all or any part of a Lot and their respective successors in interest and shall be deemed incorporated in each deed, lease or other instrument by which any right, title or interest in any lot is granted, devised or conveyed, whether or not expressly referred to therein.

DECLARATION: The Lots shall be subject to the following covenants, conditions and restrictions:

1. The owner of each Lot shall be required to prepare and submit to the Planning Director of the County of Maui a bona fide farm plan for review and approval, prior to applying for a building permit for the first farm dwelling on said owner's lot. A "farm plan" means a detailed plan under which the owner commits to proceed with bona fide agricultural operations on the Lot, utilizing at least 50% of the land area within the Lot as an active, bona fide and ongoing endeavor. "Agricultural operations" shall mean agricultural uses as described in the Maui County Code Chapter 19.30A, including but not limited to the cultivation of crops, orchard operations, animal husbandry and similar activities. Said owners shall file a copy of said farm plan with Declarant simultaneously with the filing with the Planning Director.

2. Not later than the time of said owner's submittal of the farm plan as required in Section 1 above, the owner shall deposit the sum of \$20,000.00 in cash in an escrow account established at First Hawaii Title Corporation, 33 Lono Avenue, Suite 240, Kahului, Hawaii 96732 (Diane Wanner), to be held in escrow pursuant to this Supplemental Declaration. Declarant may collect said escrow deposit at the time of said owner's purchase of the Lot from Declarant if said owner is the first purchaser, regardless of whether or not the said owner intends to construct a farm dwelling; and upon receipt, Declarant shall pay said funds to said escrow account at First Hawaii Title Corporation, to be held in escrow pursuant to this Supplemental Declaration.

3. If the Planning Director or Declarant shall have any objections to any aspect of the farm plan, the owner shall promptly make all required changes and shall promptly file them with the Planning Director, with a copy to Declarant.

4. Prior to applying for a building permit for the first farm dwelling on the Lot, the owner shall obtain the written approval of the Planning Director of the farm plan and shall forward the approval to Declarant.

5. The owner shall substantially and in good faith commence actual, bona fide agricultural operations as set forth in the farm plan prior to completion of construction of the first farm dwelling on the Lot. Said owner shall request the Planning Director to inspect said operations and to confirm in writing that said agricultural operations are commenced and are consistent with the approved farm plan and shall promptly forward a copy of said confirmation to Declarant. Declarant may in its discretion request additional documentary proof or may physically inspect the property to verify said owner's representations.

6. If by the end of ninety (90) days after the date of substantial completion of said farm dwelling (as evidenced by the publication of notice of completion under HRS Section 507-43 or other evidence of substantial completion established to Declarant's reasonable satisfaction) all of the following things shall have occurred: (a) the farm plan shall have been actively implemented as provided in paragraph 5 above; (b) the Planning Director shall have inspected and confirmed said operations in writing as provided in paragraph 5 above; (c) Declarant shall have received a copy of said confirmation, then Declarant shall instruct escrow to release the \$20,000.00 deposit back to said owner. If, however, the conditions of the preceding sentence shall not have been satisfied by ninety (90) days after said date of substantial completion of the first farm dwelling (time being of the essence), including any extension of said date which the Declarant in good faith may grant for good cause shown, the \$20,000.00 deposit shall be forfeited and Declarant shall instruct escrow to pay said funds to the Lahainaluna High School

Foundation for the use and benefit of the Agricultural Learning Center.

7. If for any reason the requirements of this Supplemental Declaration shall not have been met with respect to the first farm dwelling, then they shall apply to the development of a second farm dwelling on the Lot, including but not limited to the requirement of the \$20,000.00 escrow deposit and the submission, approval, implementation and confirmation of the farm plan.

8. In the event of any dispute or disagreement between the owner of any Lot and the Declarant with respect to any approval, disapproval or decision under this Supplemental Declaration, then either party may refer the matter to binding arbitration in Wailuku, Hawaii under expedited arbitration proceedings conducted by Dispute Prevention & Resolution, Inc. or other reputable alternative dispute resolution firm.

9. Reference herein to the "Planning Director" shall mean the County of Maui Planning Director or such members of the Planning Department staff to whom the Planning Director shall have delegated authority or responsibility in these matters.

10. Declarant may in its discretion transfer some or all of its authority and functions under this Supplemental Declaration to an assignee if Declarant shall no longer be in the development business in West Maui, and shall notify the Planning Director of any such assignment.

11. This Supplemental Declaration shall remain in full force and effect with respect to each Lot as long as said Lot shall be (a) zoned "agriculture" under the Maui County Zoning Code and (b) designated within the agricultural district under the State Land Use Law, HRS Chapter 205.

12. This Supplemental Declaration may be amended by Declarant in Declarant's discretion but only with the written approval of the Planning Director, recorded in the State of Hawaii Bureau of Conveyances.

This Supplemental Declaration is executed the day and year first above written.

LAUNIUPOKO ASSOCIATES, LLC

By: *Peter K. Martin*
Peter K. Martin
Its: Member

"Declarant"

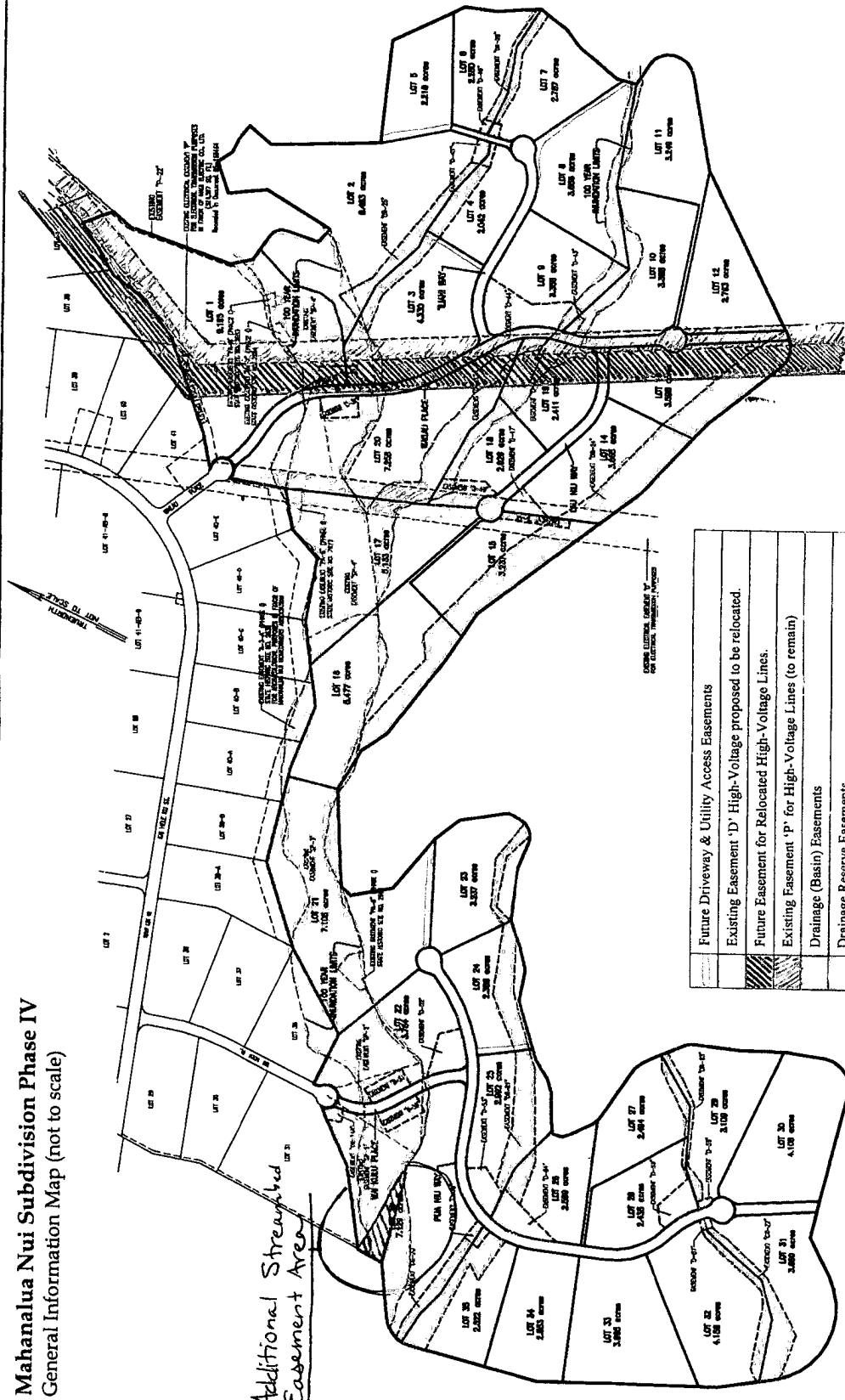
STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 9th day of November, 2004, before me personally appeared Peter K. Martin, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Kristi Lynn S. Neoka
Notary Public, State of Hawaii
Printed Name: Kristi Lynn S. Neoka
My Commission Expires: May 1, 2005

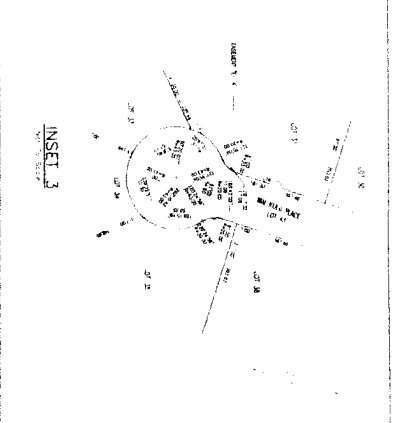
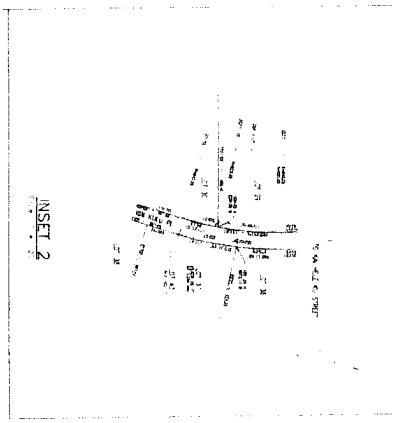
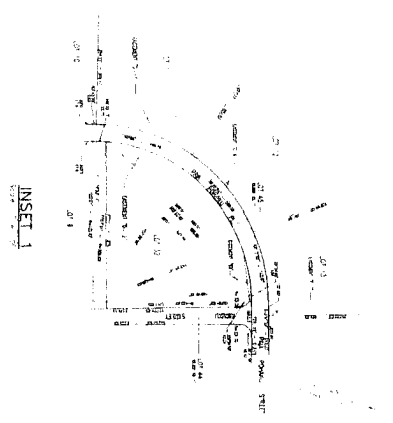
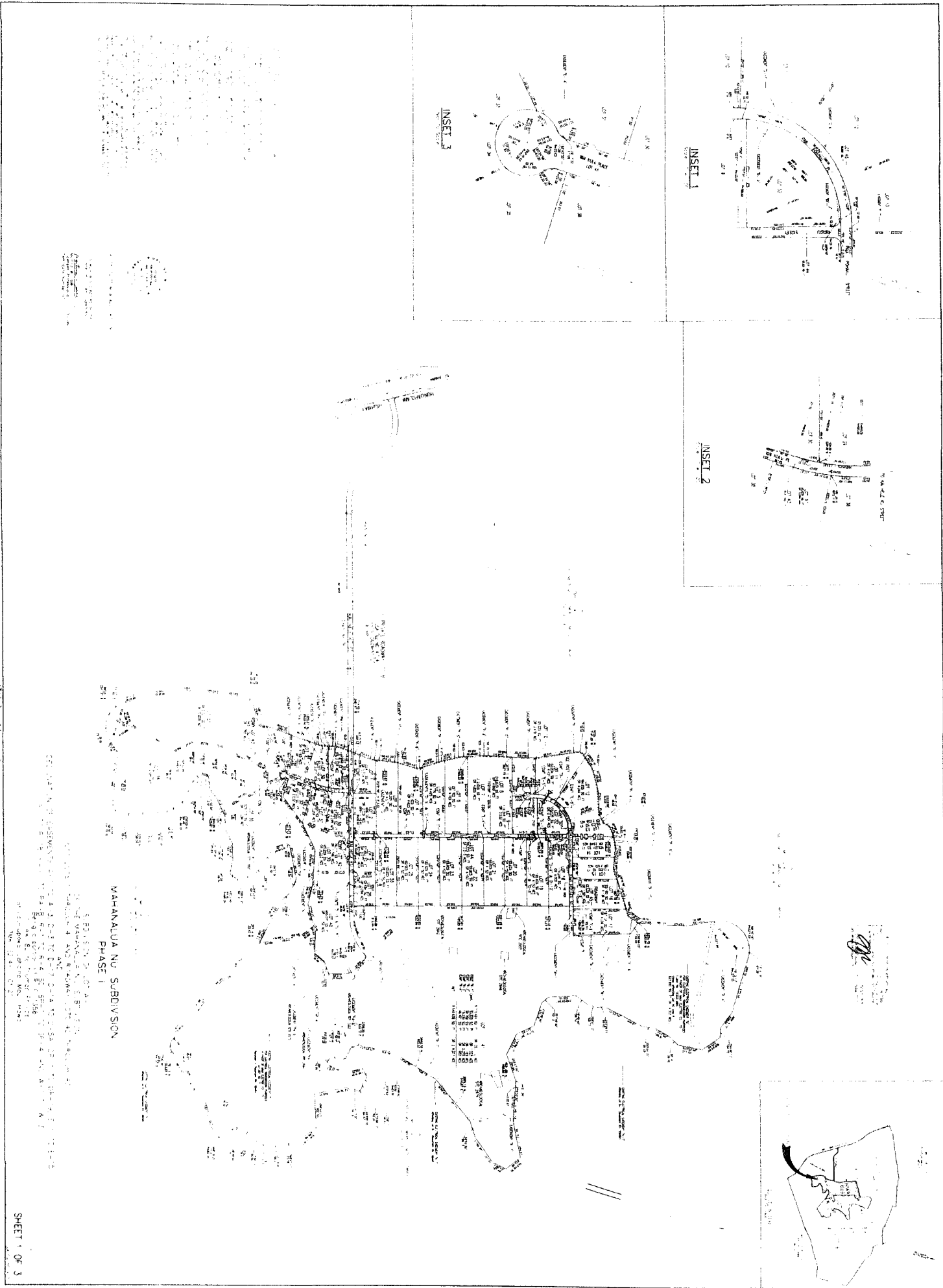
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Mahanalua Nui Subdivision Phase IV
 General Information Map (not to scale)



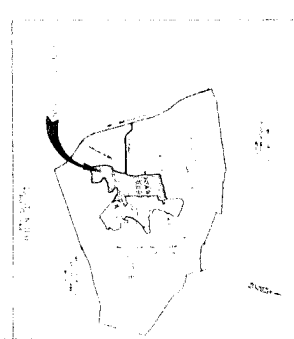
Note: MAP IS NOT TO SCALE. The intent of the map is to show the general locations and sizes of lots, as well as existing and proposed easements and encumbrances affecting the lots.

Future Driveway & Utility Access Easements
Existing Easement 'D' High-Voltage proposed to be relocated.
Future Easement for Relocated High-Voltage Lines.
Existing Easement 'P' for High-Voltage Lines (to remain)
Drainage (Basin) Easements
Drainage Reserve Easements
Archeological Preservation Sites
Streambed Park & Archeological Preserve
100 Year Flood Inundation Boundary



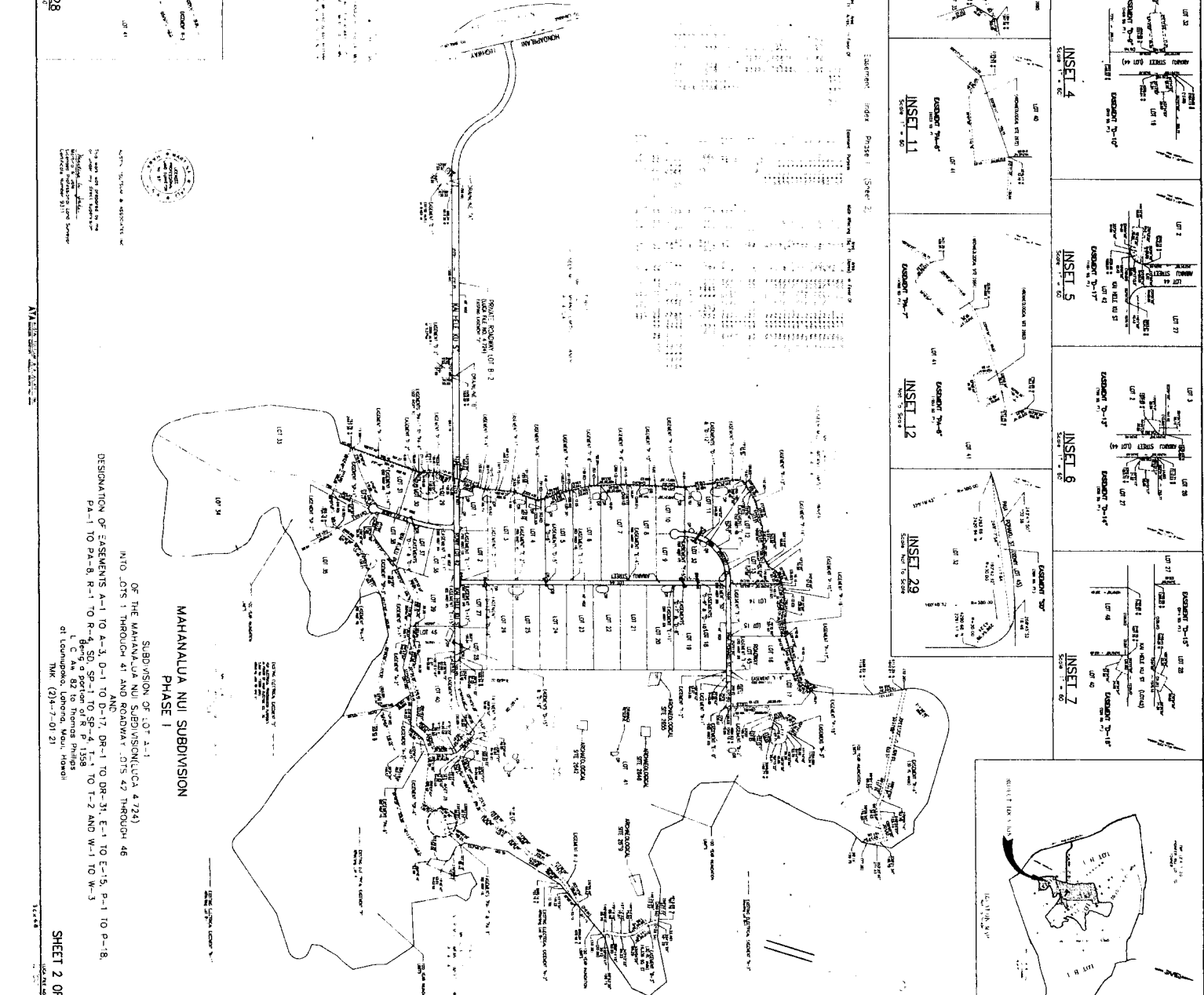
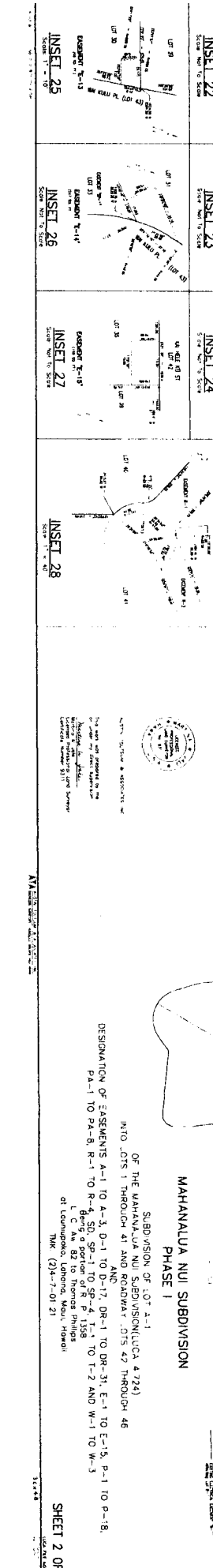
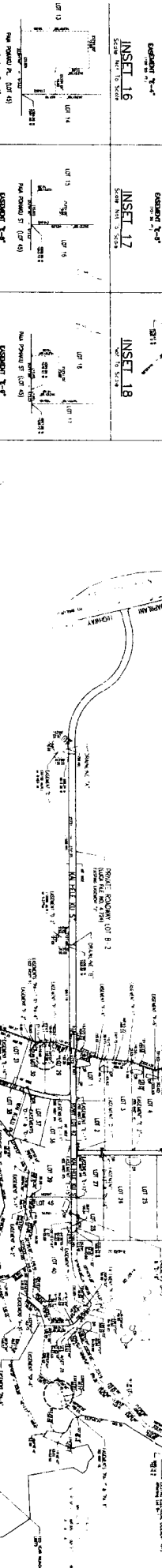
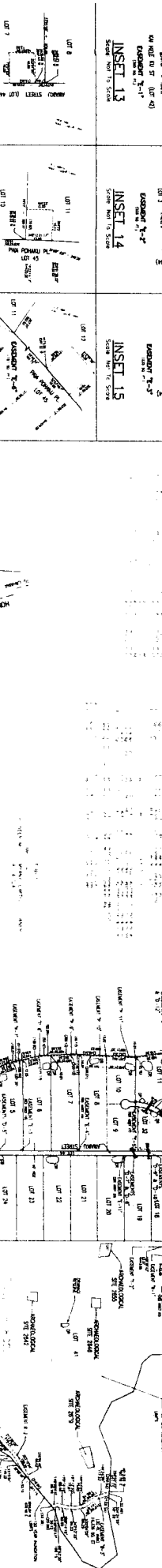
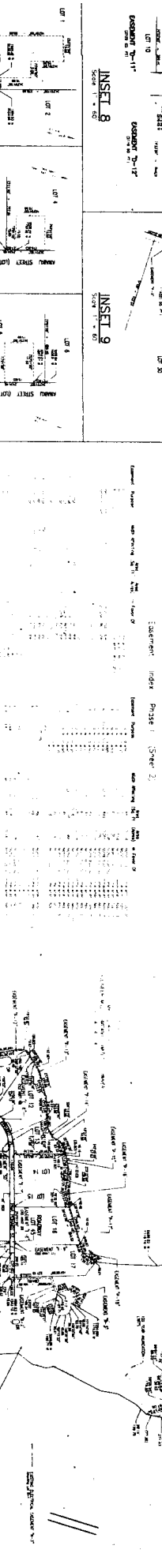
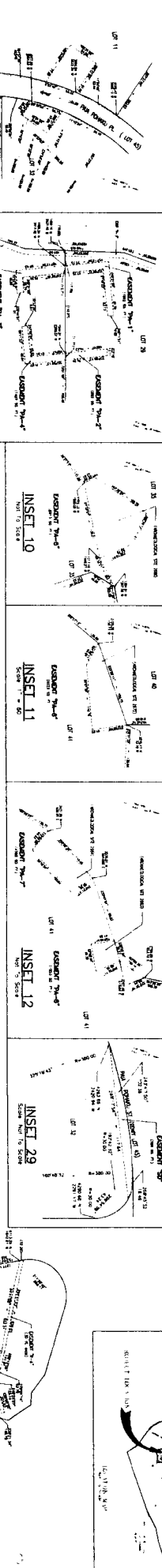
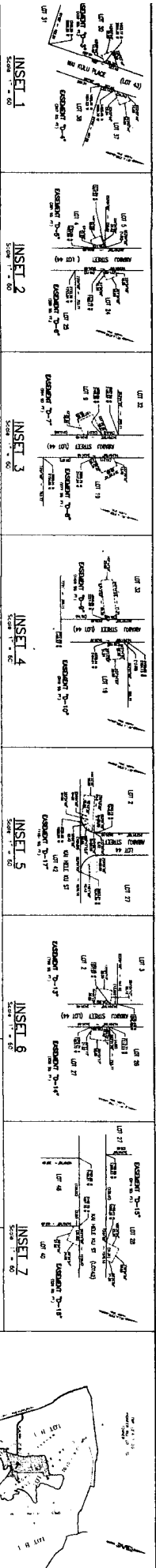
SEAL

Handwritten signature or initials

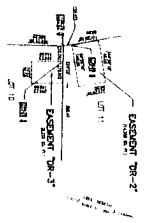


MAMANAUA NG SUBDIVISION
PHASE I

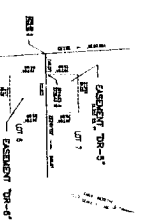
SECTION 36, TOWNSHIP 16 N., RANGE 10 E., COUNTY 11 W., STATE OF OHIO.
MAMANAUA NG SUBDIVISION, PHASE I.
PREPARED BY: [Name]
DATE: [Date]



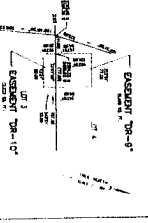
SUBDIVISION OF LOT 2-1-1
 OF THE MAHANALUA NUI SUBDIVISION (LUCAS 4724)
 INTO LOTS 1 THROUGH 41 AND ROADWAY LOTS 42 THROUGH 46
 DESIGNATION OF EASEMENTS A-1 TO A-3, O-1 TO O-17, DR-1 TO DR-31, E-1 TO E-15, P-1 TO P-18,
 PA-1 TO PA-8, R-1 TO R-4, SD, SP-1 TO SP-4, T-1 TO T-2 AND W-1 TO W-3
 Being a portion of R. P. 1358
 L. C. No. 62, 63, Honorable Phillips
 of Honolulu, (2)4-7-01 21



INSET 1
SCALE 1" = 20'



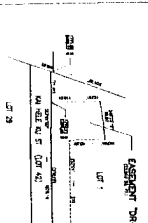
INSET 2
SCALE 1" = 20'



INSET 3
SCALE 1" = 20'



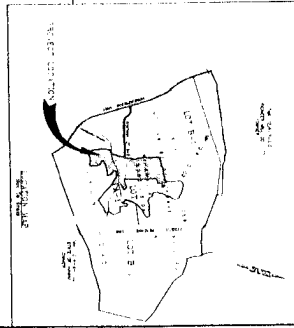
INSET 4
SCALE 1" = 20'



INSET 5
SCALE 1" = 20'



INSET 6
SCALE 1" = 20'



PROPERTY LIST

Lot No.	Area (Sq. Ft.)	Area (Sq. Meters)
1	10,000	929
2	10,000	929
3	10,000	929
4	10,000	929
5	10,000	929
6	10,000	929
7	10,000	929
8	10,000	929
9	10,000	929
10	10,000	929
11	10,000	929
12	10,000	929
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14	10,000	929
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93	10,000	929
94	10,000	929
95	10,000	929
96	10,000	929
97	10,000	929
98	10,000	929
99	10,000	929
100	10,000	929



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION
1555 KALANOA AVENUE, SUITE 100
HONOLULU, HAWAII 96813
PHONE: (808) 586-5100
FAX: (808) 586-5101
WWW.LAND.HAWAII.GOV

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
N-10, N-11, N-12, N-13, N-14, N-15, N-16, N-17, N-18, N-19, N-20, N-21, N-22, N-23, N-24, N-25, N-26, N-27, N-28, N-29, N-30, N-31, N-32, N-33, N-34, N-35, N-36, N-37, N-38, N-39, N-40, N-41, N-42, N-43, N-44, N-45, N-46, N-47, N-48, N-49, N-50, N-51, N-52, N-53, N-54, N-55, N-56, N-57, N-58, N-59, N-60, N-61, N-62, N-63, N-64, N-65, N-66, N-67, N-68, N-69, N-70, N-71, N-72, N-73, N-74, N-75, N-76, N-77, N-78, N-79, N-80, N-81, N-82, N-83, N-84, N-85, N-86, N-87, N-88, N-89, N-90, N-91, N-92, N-93, N-94, N-95, N-96, N-97, N-98, N-99, N-100

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
S-10, S-11, S-12, S-13, S-14, S-15, S-16, S-17, S-18, S-19, S-20, S-21, S-22, S-23, S-24, S-25, S-26, S-27, S-28, S-29, S-30, S-31, S-32, S-33, S-34, S-35, S-36, S-37, S-38, S-39, S-40, S-41, S-42, S-43, S-44, S-45, S-46, S-47, S-48, S-49, S-50, S-51, S-52, S-53, S-54, S-55, S-56, S-57, S-58, S-59, S-60, S-61, S-62, S-63, S-64, S-65, S-66, S-67, S-68, S-69, S-70, S-71, S-72, S-73, S-74, S-75, S-76, S-77, S-78, S-79, S-80, S-81, S-82, S-83, S-84, S-85, S-86, S-87, S-88, S-89, S-90, S-91, S-92, S-93, S-94, S-95, S-96, S-97, S-98, S-99, S-100

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-17, E-18, E-19, E-20, E-21, E-22, E-23, E-24, E-25, E-26, E-27, E-28, E-29, E-30, E-31, E-32, E-33, E-34, E-35, E-36, E-37, E-38, E-39, E-40, E-41, E-42, E-43, E-44, E-45, E-46, E-47, E-48, E-49, E-50, E-51, E-52, E-53, E-54, E-55, E-56, E-57, E-58, E-59, E-60, E-61, E-62, E-63, E-64, E-65, E-66, E-67, E-68, E-69, E-70, E-71, E-72, E-73, E-74, E-75, E-76, E-77, E-78, E-79, E-80, E-81, E-82, E-83, E-84, E-85, E-86, E-87, E-88, E-89, E-90, E-91, E-92, E-93, E-94, E-95, E-96, E-97, E-98, E-99, E-100

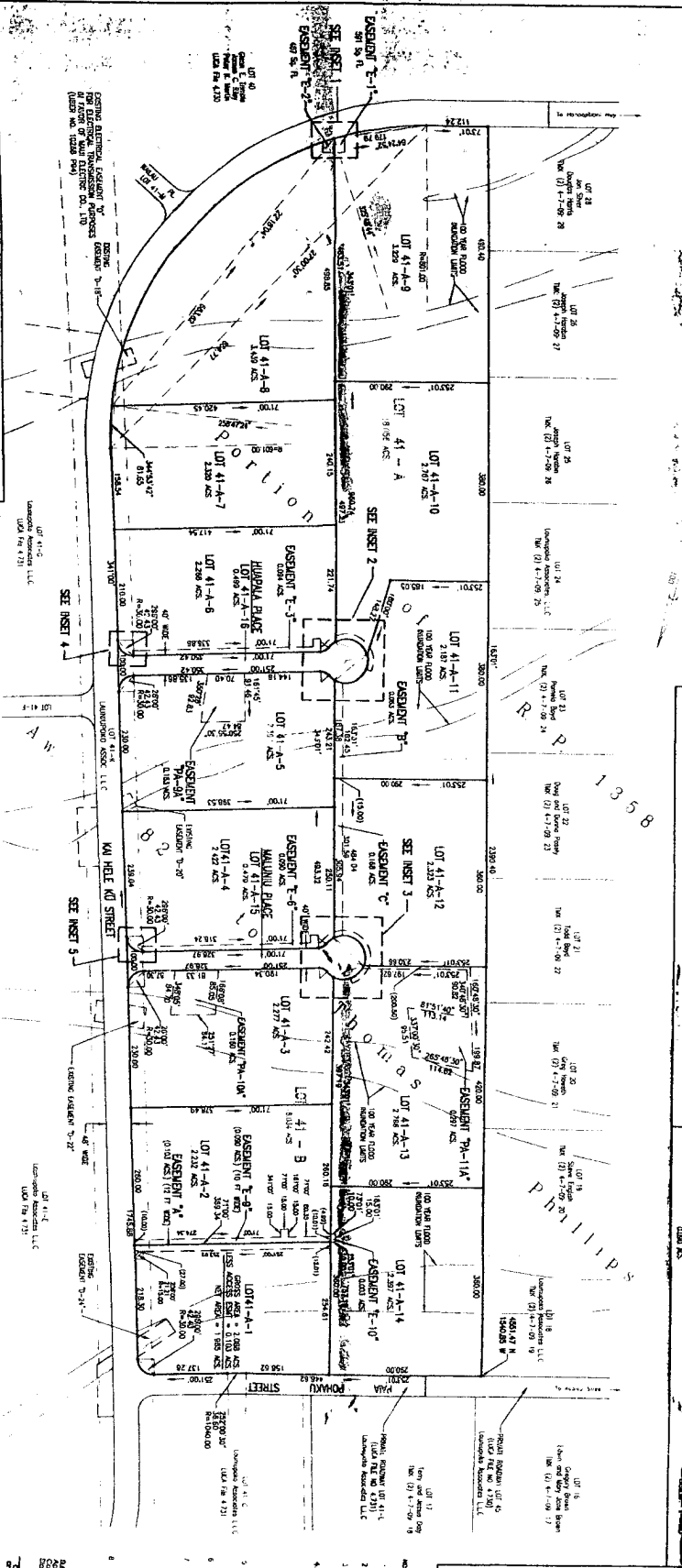
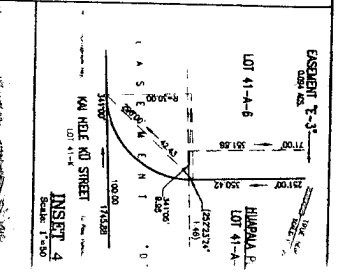
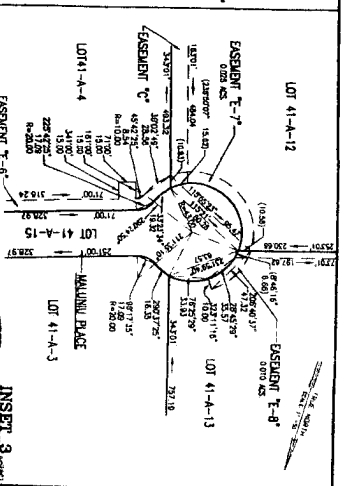
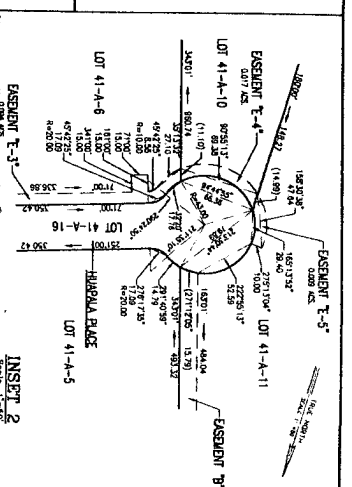
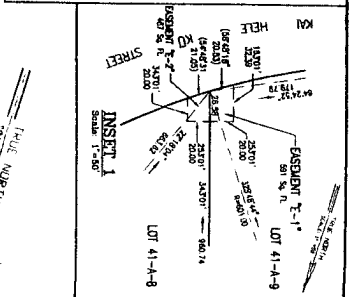
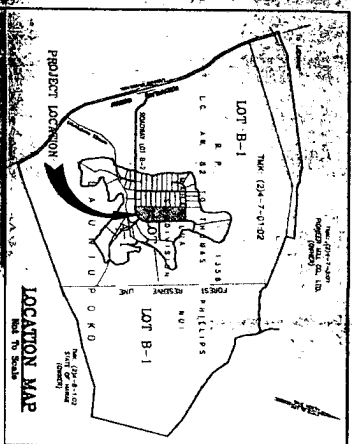
SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
W-10, W-11, W-12, W-13, W-14, W-15, W-16, W-17, W-18, W-19, W-20, W-21, W-22, W-23, W-24, W-25, W-26, W-27, W-28, W-29, W-30, W-31, W-32, W-33, W-34, W-35, W-36, W-37, W-38, W-39, W-40, W-41, W-42, W-43, W-44, W-45, W-46, W-47, W-48, W-49, W-50, W-51, W-52, W-53, W-54, W-55, W-56, W-57, W-58, W-59, W-60, W-61, W-62, W-63, W-64, W-65, W-66, W-67, W-68, W-69, W-70, W-71, W-72, W-73, W-74, W-75, W-76, W-77, W-78, W-79, W-80, W-81, W-82, W-83, W-84, W-85, W-86, W-87, W-88, W-89, W-90, W-91, W-92, W-93, W-94, W-95, W-96, W-97, W-98, W-99, W-100

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
N-101, N-102, N-103, N-104, N-105, N-106, N-107, N-108, N-109, N-110, N-111, N-112, N-113, N-114, N-115, N-116, N-117, N-118, N-119, N-120, N-121, N-122, N-123, N-124, N-125, N-126, N-127, N-128, N-129, N-130, N-131, N-132, N-133, N-134, N-135, N-136, N-137, N-138, N-139, N-140, N-141, N-142, N-143, N-144, N-145, N-146, N-147, N-148, N-149, N-150, N-151, N-152, N-153, N-154, N-155, N-156, N-157, N-158, N-159, N-160, N-161, N-162, N-163, N-164, N-165, N-166, N-167, N-168, N-169, N-170, N-171, N-172, N-173, N-174, N-175, N-176, N-177, N-178, N-179, N-180, N-181, N-182, N-183, N-184, N-185, N-186, N-187, N-188, N-189, N-190, N-191, N-192, N-193, N-194, N-195, N-196, N-197, N-198, N-199, N-200

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
S-101, S-102, S-103, S-104, S-105, S-106, S-107, S-108, S-109, S-110, S-111, S-112, S-113, S-114, S-115, S-116, S-117, S-118, S-119, S-120, S-121, S-122, S-123, S-124, S-125, S-126, S-127, S-128, S-129, S-130, S-131, S-132, S-133, S-134, S-135, S-136, S-137, S-138, S-139, S-140, S-141, S-142, S-143, S-144, S-145, S-146, S-147, S-148, S-149, S-150, S-151, S-152, S-153, S-154, S-155, S-156, S-157, S-158, S-159, S-160, S-161, S-162, S-163, S-164, S-165, S-166, S-167, S-168, S-169, S-170, S-171, S-172, S-173, S-174, S-175, S-176, S-177, S-178, S-179, S-180, S-181, S-182, S-183, S-184, S-185, S-186, S-187, S-188, S-189, S-190, S-191, S-192, S-193, S-194, S-195, S-196, S-197, S-198, S-199, S-200

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
E-101, E-102, E-103, E-104, E-105, E-106, E-107, E-108, E-109, E-110, E-111, E-112, E-113, E-114, E-115, E-116, E-117, E-118, E-119, E-120, E-121, E-122, E-123, E-124, E-125, E-126, E-127, E-128, E-129, E-130, E-131, E-132, E-133, E-134, E-135, E-136, E-137, E-138, E-139, E-140, E-141, E-142, E-143, E-144, E-145, E-146, E-147, E-148, E-149, E-150, E-151, E-152, E-153, E-154, E-155, E-156, E-157, E-158, E-159, E-160, E-161, E-162, E-163, E-164, E-165, E-166, E-167, E-168, E-169, E-170, E-171, E-172, E-173, E-174, E-175, E-176, E-177, E-178, E-179, E-180, E-181, E-182, E-183, E-184, E-185, E-186, E-187, E-188, E-189, E-190, E-191, E-192, E-193, E-194, E-195, E-196, E-197, E-198, E-199, E-200

SECTION OF LOT A-1
OF THE MAHANALUIA NUI SUBDIVISION, JULY 4, 1974
W-101, W-102, W-103, W-104, W-105, W-106, W-107, W-108, W-109, W-110, W-111, W-112, W-113, W-114, W-115, W-116, W-117, W-118, W-119, W-120, W-121, W-122, W-123, W-124, W-125, W-126, W-127, W-128, W-129, W-130, W-131, W-132, W-133, W-134, W-135, W-136, W-137, W-138, W-139, W-140, W-141, W-142, W-143, W-144, W-145, W-146, W-147, W-148, W-149, W-150, W-151, W-152, W-153, W-154, W-155, W-156, W-157, W-158, W-159, W-160, W-161, W-162, W-163, W-164, W-165, W-166, W-167, W-168, W-169, W-170, W-171, W-172, W-173, W-174, W-175, W-176, W-177, W-178, W-179, W-180, W-181, W-182, W-183, W-184, W-185, W-186, W-187, W-188, W-189, W-190, W-191, W-192, W-193, W-194, W-195, W-196, W-197, W-198, W-199, W-200



NOTES:

1. Containments and easements shown are for reference only.
2. Easements shown are for reference only.
3. Easements shown are for reference only.
4. Easements shown are for reference only.
5. Easements shown are for reference only.
6. Easements shown are for reference only.
7. Easements shown are for reference only.
8. Easements shown are for reference only.
9. Easements shown are for reference only.
10. Easements shown are for reference only.
11. Easements shown are for reference only.
12. Easements shown are for reference only.
13. Easements shown are for reference only.
14. Easements shown are for reference only.
15. Easements shown are for reference only.
16. Easements shown are for reference only.

EASEMENT INDEX - PHASE II

Map	Reference	By	In Favor of
1	Lot 41-A-1	Lot 41-A-1	Lot 41-A-1
2	Lot 41-A-2	Lot 41-A-2	Lot 41-A-2
3	Lot 41-A-3	Lot 41-A-3	Lot 41-A-3
4	Lot 41-A-4	Lot 41-A-4	Lot 41-A-4
5	Lot 41-A-5	Lot 41-A-5	Lot 41-A-5
6	Lot 41-A-6	Lot 41-A-6	Lot 41-A-6
7	Lot 41-A-7	Lot 41-A-7	Lot 41-A-7
8	Lot 41-A-8	Lot 41-A-8	Lot 41-A-8
9	Lot 41-A-9	Lot 41-A-9	Lot 41-A-9
10	Lot 41-A-10	Lot 41-A-10	Lot 41-A-10
11	Lot 41-A-11	Lot 41-A-11	Lot 41-A-11
12	Lot 41-A-12	Lot 41-A-12	Lot 41-A-12
13	Lot 41-A-13	Lot 41-A-13	Lot 41-A-13
14	Lot 41-A-14	Lot 41-A-14	Lot 41-A-14
15	Lot 41-A-15	Lot 41-A-15	Lot 41-A-15
16	Lot 41-A-16	Lot 41-A-16	Lot 41-A-16

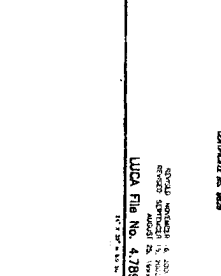
EXISTING EASEMENT INDEX

Map	Reference	By	In Favor of
1	Lot 41-A-1	Lot 41-A-1	Lot 41-A-1
2	Lot 41-A-2	Lot 41-A-2	Lot 41-A-2
3	Lot 41-A-3	Lot 41-A-3	Lot 41-A-3
4	Lot 41-A-4	Lot 41-A-4	Lot 41-A-4
5	Lot 41-A-5	Lot 41-A-5	Lot 41-A-5
6	Lot 41-A-6	Lot 41-A-6	Lot 41-A-6
7	Lot 41-A-7	Lot 41-A-7	Lot 41-A-7
8	Lot 41-A-8	Lot 41-A-8	Lot 41-A-8
9	Lot 41-A-9	Lot 41-A-9	Lot 41-A-9
10	Lot 41-A-10	Lot 41-A-10	Lot 41-A-10
11	Lot 41-A-11	Lot 41-A-11	Lot 41-A-11
12	Lot 41-A-12	Lot 41-A-12	Lot 41-A-12
13	Lot 41-A-13	Lot 41-A-13	Lot 41-A-13
14	Lot 41-A-14	Lot 41-A-14	Lot 41-A-14
15	Lot 41-A-15	Lot 41-A-15	Lot 41-A-15
16	Lot 41-A-16	Lot 41-A-16	Lot 41-A-16

MAHANAUA NUI SUBDIVISION, PHASE II
CONSOLIDATION OF LOTS 41-A AND 41-B
AND RESUBDIVISION OF SAID CONSOLIDATION INTO LOTS 41-A-1 THROUGH 41-A-16
DELETION OF EASEMENTS PA-9, PA-10 & PA-11
DESIGNATION OF EASEMENTS A, B, C, PA-9A, PA-10A, PA-11A & E-1 THROUGH E-10

Being a portion of R.P. 1358
 L.C. No. 82 to Thomas Phillips
 of Hanalei, Kauai, Hawaii
 T.M.K. (2)-7-010001 & 002
 TOTAL AREA = 36.690 ACRES
 REF. LUCA FILE NO. 4731

LUCA FILE NO. 4731



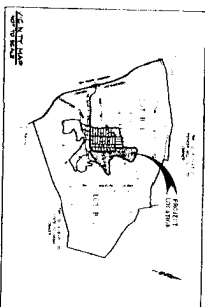
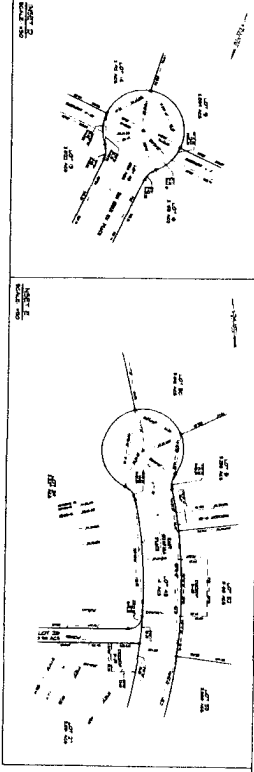
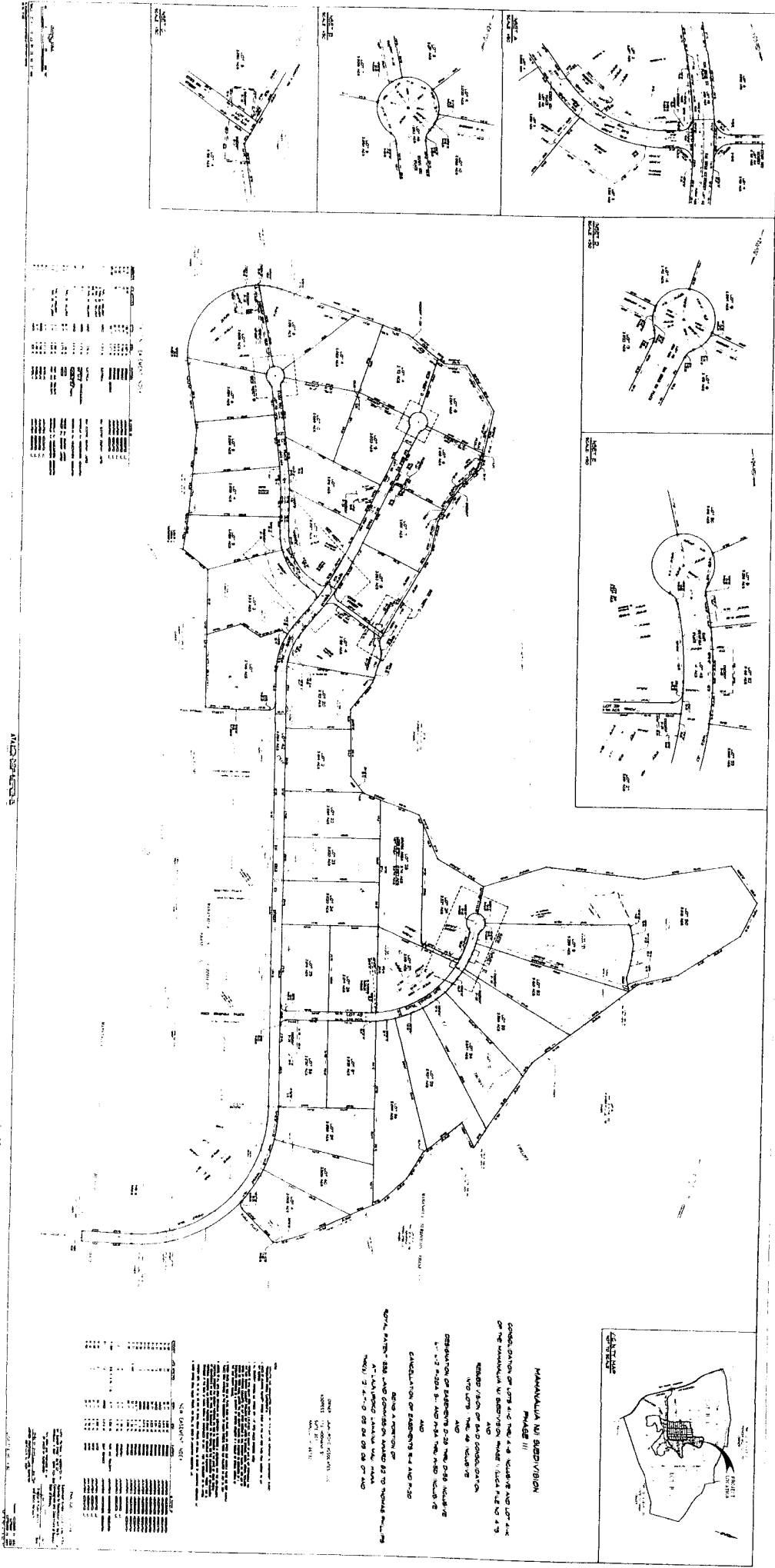


TABLE 1

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
7	10,000	0.23
8	10,000	0.23
9	10,000	0.23
10	10,000	0.23
11	10,000	0.23
12	10,000	0.23
13	10,000	0.23
14	10,000	0.23
15	10,000	0.23
16	10,000	0.23
17	10,000	0.23
18	10,000	0.23
19	10,000	0.23
20	10,000	0.23
21	10,000	0.23
22	10,000	0.23
23	10,000	0.23
24	10,000	0.23
25	10,000	0.23
26	10,000	0.23
27	10,000	0.23
28	10,000	0.23
29	10,000	0.23
30	10,000	0.23
31	10,000	0.23
32	10,000	0.23
33	10,000	0.23
34	10,000	0.23
35	10,000	0.23
36	10,000	0.23
37	10,000	0.23
38	10,000	0.23
39	10,000	0.23
40	10,000	0.23
41	10,000	0.23
42	10,000	0.23
43	10,000	0.23
44	10,000	0.23
45	10,000	0.23
46	10,000	0.23
47	10,000	0.23
48	10,000	0.23
49	10,000	0.23
50	10,000	0.23
51	10,000	0.23
52	10,000	0.23
53	10,000	0.23
54	10,000	0.23
55	10,000	0.23
56	10,000	0.23
57	10,000	0.23
58	10,000	0.23
59	10,000	0.23
60	10,000	0.23
61	10,000	0.23
62	10,000	0.23
63	10,000	0.23
64	10,000	0.23
65	10,000	0.23
66	10,000	0.23
67	10,000	0.23
68	10,000	0.23
69	10,000	0.23
70	10,000	0.23
71	10,000	0.23
72	10,000	0.23
73	10,000	0.23
74	10,000	0.23
75	10,000	0.23
76	10,000	0.23
77	10,000	0.23
78	10,000	0.23
79	10,000	0.23
80	10,000	0.23
81	10,000	0.23
82	10,000	0.23
83	10,000	0.23
84	10,000	0.23
85	10,000	0.23
86	10,000	0.23
87	10,000	0.23
88	10,000	0.23
89	10,000	0.23
90	10,000	0.23
91	10,000	0.23
92	10,000	0.23
93	10,000	0.23
94	10,000	0.23
95	10,000	0.23
96	10,000	0.23
97	10,000	0.23
98	10,000	0.23
99	10,000	0.23
100	10,000	0.23

TABLE 2

LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)
1	10,000	0.23
2	10,000	0.23
3	10,000	0.23
4	10,000	0.23
5	10,000	0.23
6	10,000	0.23
7	10,000	0.23
8	10,000	0.23
9	10,000	0.23
10	10,000	0.23
11	10,000	0.23
12	10,000	0.23
13	10,000	0.23
14	10,000	0.23
15	10,000	0.23
16	10,000	0.23
17	10,000	0.23
18	10,000	0.23
19	10,000	0.23
20	10,000	0.23
21	10,000	0.23
22	10,000	0.23
23	10,000	0.23
24	10,000	0.23
25	10,000	0.23
26	10,000	0.23
27	10,000	0.23
28	10,000	0.23
29	10,000	0.23
30	10,000	0.23
31	10,000	0.23
32	10,000	0.23
33	10,000	0.23
34	10,000	0.23
35	10,000	0.23
36	10,000	0.23
37	10,000	0.23
38	10,000	0.23
39	10,000	0.23
40	10,000	0.23
41	10,000	0.23
42	10,000	0.23
43	10,000	0.23
44	10,000	0.23
45	10,000	0.23
46	10,000	0.23
47	10,000	0.23
48	10,000	0.23
49	10,000	0.23
50	10,000	0.23
51	10,000	0.23
52	10,000	0.23
53	10,000	0.23
54	10,000	0.23
55	10,000	0.23
56	10,000	0.23
57	10,000	0.23
58	10,000	0.23
59	10,000	0.23
60	10,000	0.23
61	10,000	0.23
62	10,000	0.23
63	10,000	0.23
64	10,000	0.23
65	10,000	0.23
66	10,000	0.23
67	10,000	0.23
68	10,000	0.23
69	10,000	0.23
70	10,000	0.23
71	10,000	0.23
72	10,000	0.23
73	10,000	0.23
74	10,000	0.23
75	10,000	0.23
76	10,000	0.23
77	10,000	0.23
78	10,000	0.23
79	10,000	0.23
80	10,000	0.23
81	10,000	0.23
82	10,000	0.23
83	10,000	0.23
84	10,000	0.23
85	10,000	0.23
86	10,000	0.23
87	10,000	0.23
88	10,000	0.23
89	10,000	0.23
90	10,000	0.23
91	10,000	0.23
92	10,000	0.23
93	10,000	0.23
94	10,000	0.23
95	10,000	0.23
96	10,000	0.23
97	10,000	0.23
98	10,000	0.23
99	10,000	0.23
100	10,000	0.23

NOTES:

1. ALL LOTS ARE TO BE CONVEYED TO THE BUYER BY DEED.
2. THE BUYER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
3. THE BUYER SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.
4. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL DRIVEWAYS AND PAVEMENT.
5. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL FENCES AND BARRIERS.
6. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL LANDSCAPING AND PLANTING.
7. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL EXTERIOR LIGHTING.
8. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL SECURITY SYSTEMS.
9. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL OTHER IMPROVEMENTS.
10. THE BUYER SHALL BE RESPONSIBLE FOR THE CONSTRUCTION AND MAINTENANCE OF ALL UTILITIES AND SERVICES.

PREPARED BY: [Name]

DATE: [Date]

SCALE: [Scale]

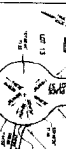
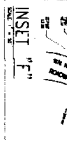
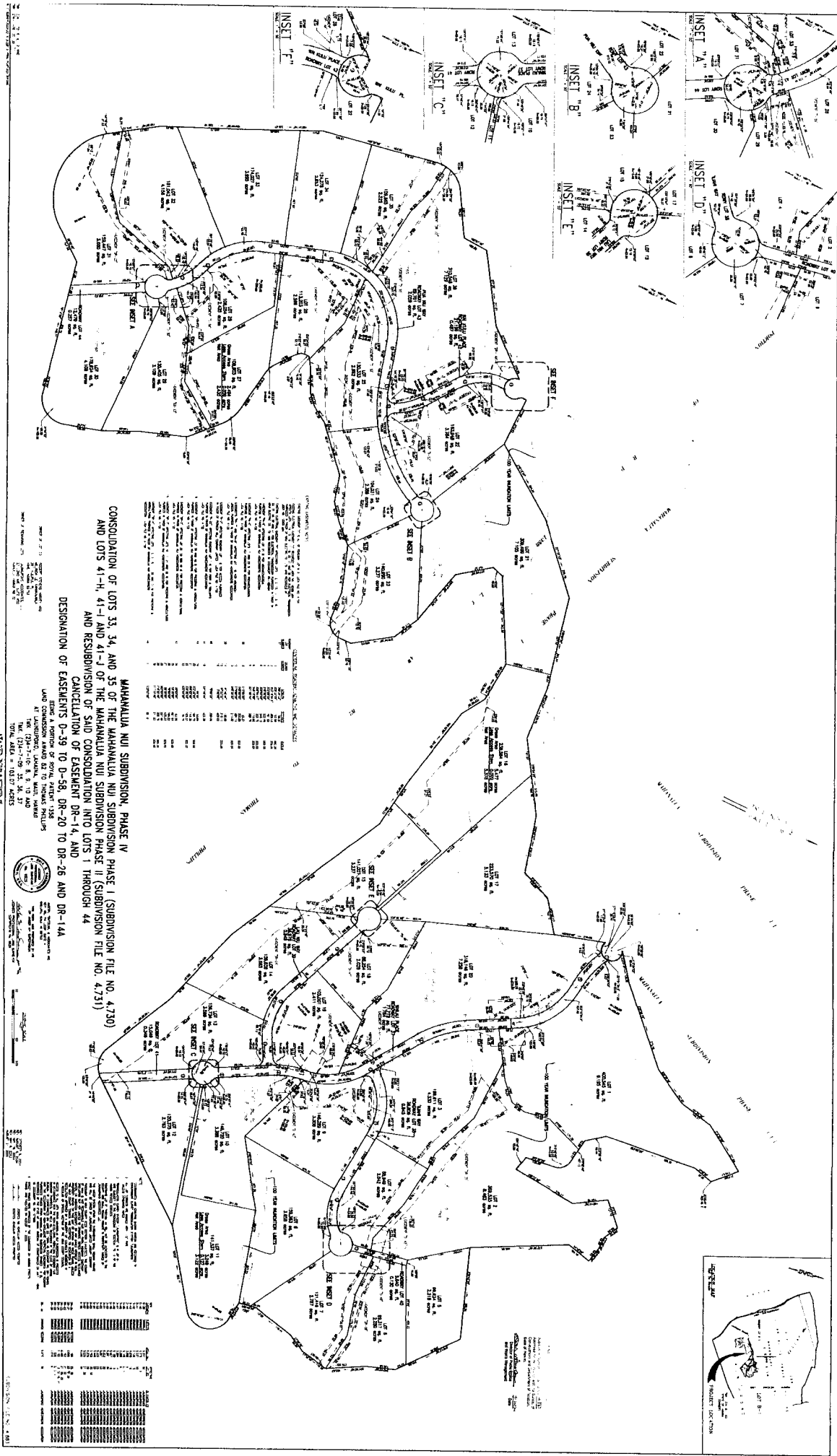
MAMMILLUM WU SUBDIVISION
PHASE III

CONSTRUCTION OF LOTS 1-100 AND UTILITIES AND LOT 101 OF THE MAMMILLUM WU SUBDIVISION, PHASE III, LOTS 1-101, IN THE CITY OF [City Name], COUNTY OF [County Name], STATE OF [State Name].

PREPARED BY: [Name]

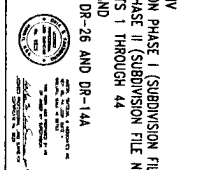
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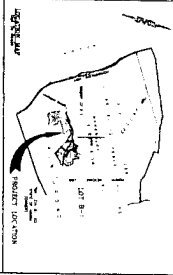


MAHAWALUA NUI SUBDIVISION, PHASE IV
 CONSOLIDATION OF LOTS 33, 34, AND 35 OF THE MAHAWALUA NUI SUBDIVISION, PHASE I (SUBDIVISION FILE NO. 4,730)
 AND LOTS 41-H, 41-I AND 41-J OF THE MAHAWALUA NUI SUBDIVISION, PHASE II (SUBDIVISION FILE NO. 4,731)
 AND RESUBDIVISION OF SAID CONSOLIDATION INTO LOTS 1 THROUGH 44
 CANCELLATION OF EASEMENT DR-14, AND
 DESIGNATION OF EASEMENTS D-19 TO D-58, DR-20 TO DR-26 AND DR-14A

STATE OF HAWAII
 DEPARTMENT OF LAND AND NATURAL RESOURCES
 DIVISION OF LAND MANAGEMENT
 1505 ALI'OLE DRIVE, SUITE 200
 HONOLULU, HAWAII 96819
 TEL: (808) 586-2500
 FAX: (808) 586-2501
 WWW: WWW.DLR.HAWAII.GOV



SECTION	LOT NO.	AREA (SQ. FT.)	AREA (SQ. YDS.)	PERCENTAGE OF TOTAL
SECTION A	1	10,000	0.23	0.23
	2	10,000	0.23	0.23
	3	10,000	0.23	0.23
	4	10,000	0.23	0.23
	5	10,000	0.23	0.23
	6	10,000	0.23	0.23
	7	10,000	0.23	0.23
	8	10,000	0.23	0.23
	9	10,000	0.23	0.23
	10	10,000	0.23	0.23
SECTION B	11	10,000	0.23	0.23
	12	10,000	0.23	0.23
	13	10,000	0.23	0.23
	14	10,000	0.23	0.23
	15	10,000	0.23	0.23
	16	10,000	0.23	0.23
	17	10,000	0.23	0.23
	18	10,000	0.23	0.23
	19	10,000	0.23	0.23
	20	10,000	0.23	0.23
SECTION C	21	10,000	0.23	0.23
	22	10,000	0.23	0.23
	23	10,000	0.23	0.23
	24	10,000	0.23	0.23
	25	10,000	0.23	0.23
	26	10,000	0.23	0.23
	27	10,000	0.23	0.23
	28	10,000	0.23	0.23
	29	10,000	0.23	0.23
	30	10,000	0.23	0.23
SECTION D	31	10,000	0.23	0.23
	32	10,000	0.23	0.23
	33	10,000	0.23	0.23
	34	10,000	0.23	0.23
	35	10,000	0.23	0.23
	36	10,000	0.23	0.23
	37	10,000	0.23	0.23
	38	10,000	0.23	0.23
	39	10,000	0.23	0.23
	40	10,000	0.23	0.23
SECTION E	41	10,000	0.23	0.23
	42	10,000	0.23	0.23
	43	10,000	0.23	0.23
	44	10,000	0.23	0.23
	45	10,000	0.23	0.23
	46	10,000	0.23	0.23
	47	10,000	0.23	0.23
	48	10,000	0.23	0.23
	49	10,000	0.23	0.23
	50	10,000	0.23	0.23
SECTION F	51	10,000	0.23	0.23
	52	10,000	0.23	0.23
	53	10,000	0.23	0.23
	54	10,000	0.23	0.23
	55	10,000	0.23	0.23
	56	10,000	0.23	0.23
	57	10,000	0.23	0.23
	58	10,000	0.23	0.23
	59	10,000	0.23	0.23
	60	10,000	0.23	0.23
SECTION G	61	10,000	0.23	0.23
	62	10,000	0.23	0.23
	63	10,000	0.23	0.23
	64	10,000	0.23	0.23
	65	10,000	0.23	0.23
	66	10,000	0.23	0.23
	67	10,000	0.23	0.23
	68	10,000	0.23	0.23
	69	10,000	0.23	0.23
	70	10,000	0.23	0.23
SECTION H	71	10,000	0.23	0.23
	72	10,000	0.23	0.23
	73	10,000	0.23	0.23
	74	10,000	0.23	0.23
	75	10,000	0.23	0.23
	76	10,000	0.23	0.23
	77	10,000	0.23	0.23
	78	10,000	0.23	0.23
	79	10,000	0.23	0.23
	80	10,000	0.23	0.23
SECTION I	81	10,000	0.23	0.23
	82	10,000	0.23	0.23
	83	10,000	0.23	0.23
	84	10,000	0.23	0.23
	85	10,000	0.23	0.23
	86	10,000	0.23	0.23
	87	10,000	0.23	0.23
	88	10,000	0.23	0.23
	89	10,000	0.23	0.23
	90	10,000	0.23	0.23
SECTION J	91	10,000	0.23	0.23
	92	10,000	0.23	0.23
	93	10,000	0.23	0.23
	94	10,000	0.23	0.23
	95	10,000	0.23	0.23
	96	10,000	0.23	0.23
	97	10,000	0.23	0.23
	98	10,000	0.23	0.23
	99	10,000	0.23	0.23
	100	10,000	0.23	0.23



By-Laws of the Homeowners Association
Amendments (if any)

BYLAWS

OF

MAHANALUA NUI HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I	MEMBERS	5
	<u>Membership</u>	
	<u>Voting Rights of Members</u>	
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BYLAWS
OF
MAHANALUA NUI HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

MEMBERS

- 1) Membership. The members of the corporation shall consist of the "Owner" or "Owners" of record of "Properties" in "MAHANALUA NUI," as those terms are defined in MAHANALUA NUI DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, dated June 1, 1999 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. _____, as amended from time to time (the "CC&Rs"). Membership is automatic and mandatory for each Owner of each Property. Said membership may be transferred or encumbered only with and to the same extent as a transfer of an interest in the Property to which it is appurtenant. In the event any interest in a Property is conveyed or transferred without mention of said membership, said membership shall be deemed to be automatically transferred with said Property without further documentation.
- 2) Voting Rights of Members. Each Property shall have one vote. Votes may be cast in person or by proxy by the respective Property "Owners" (as that term is defined in the CC&Rs). An executor, administrator, guardian or trustee of any Owner may cast the vote for said Property, provided that he or she shall first present evidence satisfactory to the Secretary of the corporation that he or she holds and controls the vote of said Property in such capacity. The vote for any Property owned of record by two or more persons may be exercised by any one of them present at any meeting in the absence of protest by any other Owner of said Property, but in the case of protest, each co-Owner shall be entitled to only a share of such vote in proportion to his or her ownership in said Property as shown on the records of the Board of Directors.
- 3) Statutes. Reference is made to Hawaii Revised Statutes Chapters 415B and 421J, as amended, for statutory provisions which may apply, unless modified by these Bylaws.

ARTICLE II

MEETING OF MEMBERS

- 1) Annual Meeting. An annual meeting of the members shall be held on the first Thursday in the month of April in each year, at the hour of 10:00 o'clock, a. m. (or such other date and time as shall be established by the Board Directors), for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday in the State of Hawaii, such meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the members as soon thereafter as conveniently may be held.

- 2) Special Meetings. Special meetings of the members may be called by the president, the Board of Directors or by members having at least one-tenth of the votes entitled to be cast at the meeting.
- 3) Place of Meetings. The Board of Directors may designate any place, either within or without the State of Hawaii, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors, if no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Hawaii; but if all of the members shall meet at any time and place, either within or without the State of Hawaii, and consent to the holding of a meeting, such meeting shall be valid without call or notice, and at such meeting any corporate action may be taken.
- 4) Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered, either personally or by mail, to each member entitled to vote at such meetings, not less than 10 nor more than 50 days before the date of such meeting, by or at the direction of the president, or the secretary, or the officers or persons calling the meeting. In case of a special meeting, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.
- 5) Action by Members Without a Meeting. Any action required or permitted under Section 415B-16, Hawaii Revised Statutes, as amended, to be taken at a meeting of the members, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the members entitled to vote on the subject matter thereof.
- 6) Quorum. The members (or their proxies) holding a majority of the total outstanding votes which may be cast at any meeting shall constitute a quorum at such meeting. If a quorum is not present at any meeting of members, a majority of the members present may adjourn the meeting from time to time without further notice.
- 7) Proxies. At any meeting of members, a member entitled to vote may vote by proxy executed in writing by the member or by his duly authorized attorney in fact. No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy.
- 8) Voting by Mail. When directors or officers are to be elected by the members such election may be conducted by mail in such manner as the Board of Directors shall determine.

ARTICLE III

BOARD OF DIRECTORS

- 1) Number, Tenure and Qualification. The number of directors shall initially be set at three, and may be increased or decreased from time to time by vote of the members, but shall never be less than three. Each director shall hold office until his successor shall have been elected and qualified by a majority of the members present at a meeting duly held for that purpose or pursuant to Article II, Section 8 of these Bylaws.

- 2) Vacancy. Any vacancy in the Board of Directors occurring during the year, including a vacancy created by an increase in the number of directors, may be filled for the unexpired portion of the term by the affirmative vote of the majority of the remaining Board of Directors then serving. Any director so elected by the Board of Directors shall hold office until the next succeeding annual meeting of the members of the corporation or until the election and qualification of his successor.

ARTICLE IV

MEETINGS OF DIRECTORS

- 1) Regular Meetings. A regular annual meeting of the Board of Directors shall be held without other notice than these Bylaws, immediately after, and at the same place as, the annual meeting of members. The Board of Directors may provide by resolution the time and place, either within or without the State of Hawaii, for the holding of additional regular meetings of the Board without other notice than such resolution.
- 2) Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or person authorized to call special meetings of the Board may fix any place, either within or without the State of Hawaii, as the place for holding any special meeting of the Board called by them.
- 3) Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or fax to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by fax, such notice shall be deemed to be delivered when the fax transmission has been completed. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws.
- 4) Quorum. At all meetings of the Board of Directors a majority of the directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by these Bylaws. If at any meeting there is less than a quorum present, a majority of those present may adjourn the meeting from time to time without further notice to any absent director.
- 5) Action by Directors Without a Meeting. Any action required or permitted under Section 415B-16, Hawaii Revised Statutes, as amended, to be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the directors.
- 6) Compensation. Directors shall not receive any stated salary for their services as such, but by resolution of the Board a fixed reasonable sum or expenses of attendance, if any, or both, may be allowed for attendance at such regular or special meeting of the Board. The Board of

Directors shall have power in its discretion to contract for and pay to directors rendering unusual or exceptional services to the corporation special compensation appropriate to the value of such services.

ARTICLE V

OFFICERS

- 1) Officers. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), a secretary, a treasurer and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties proscribed, from time to time, by the Board of Directors.
- 2) Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.
- 3) Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contracts rights, if any, of the officer so removed.
- 4) Vacancies. In case of any office of the corporation becomes vacant by death, resignation, retirement, disqualification, or any other cause, the majority of the Directors then in office, although less than a quorum, may elect an officer to fill such vacancy, and the officer so elected shall hold office and serve until the first meeting of the Board of Directors after the annual meeting of members next succeeding and until the election and qualification of his successor.
- 5) President. The president shall be the principal executive officer of the corporation and shall in general supervise and control all the business and affairs of the corporation. He shall preside at all meetings of the members. He may sign, with the secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the corporation; and in general he shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.
- 6) Vice-President. In the absence of the president or in event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order of their election) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice-president

shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

- 7) Treasurer. The treasurer shall have the custody of all funds, property, and securities of the corporation, subject to such regulation as may be imposed by the Board of Directors. He may be required to give bond for the faithful performance of his duties, in such sum and with such surety as the Board of Directors may require. He shall enter regularly on the books of the corporation to be kept by him for the purpose, full and accurate account of all moneys and obligations received and paid or incurred by him for or on account of the corporation, and shall exhibit such books at all reasonable time to any directors or member on application at the offices of the corporation. He shall, in general, perform all the duties incident to the office of treasurer, subject to the control of the Board of Directors.
- 8) Secretary. The secretary shall have charge of such books, documents and papers as the Board of Directors may determine and shall have the custody of the corporate seal, if any. He shall attend and keep the minutes of all the meetings of the Board of Directors and members of the corporation. He shall keep a record, containing the names, alphabetically arranged, of all persons who are members of the corporation, showing their places of residence, and such book shall be open for inspection as prescribed by law. He may sign with the president or vice-president in the name and on behalf of the corporation any contracts or agreements authorized by the Board of Directors, and when so authorized or ordered by the Board of Directors, he may affix the seal of the corporation, if any, to any contracts or agreements. He shall, in general, perform all the duties incident to the office of secretary, subject to the control of the Board of Directors, and shall do and perform such other duties as may be assigned to him by the Board of Directors.
- 9) Assistant Treasurers and Assistant Secretaries. If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or the secretary or by the president or the Board of Directors.

ARTICLE VI

COMMITTEES

- 1) Committees. Committees may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the president of the corporation shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal. Each committee shall have such powers and authority as shall be determined by the Board of Directors, subject to applicable law.

- 2) Term of Office. Each member of a committee shall continue as such until the next annual meeting of the members of the corporation and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such members cease to qualify as a member thereof.
- 3) Chairman. One member of each committee shall be appointed chairman by the person or person authorized to appoint the members thereof.
- 4) Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.
- 5) Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.
- 6) Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 1) Non-derivative Actions. The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) if that person is or was a director or officer of the corporation, against expenses (including attorneys' fees), judgments, fines, settlements and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of this corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.
- 2) Derivative Actions. The corporation shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or complete action or suit by or in the right of the corporation to procure a judgment in its favor because that person is or was a director or officer of the corporation, against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of this corporation; except that indemnification shall be made in respect of any claims, issue, or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to this corporation unless and only to the extent that the court in which that action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the

circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

- 3) Authorization. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the corporation only if authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because the director or officer has met the applicable standard of conduct set forth in Sections 1 or 2. The determination shall be made (a) by the Board of Directors by a majority vote of quorum consisting of Directors who were not parties to the proceeding, or (b) if a quorum is not obtainable, or, even if obtainable if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion to the corporation, or (c) by a majority vote of the members (if any); or (d) by the court in which the proceeding is or was pending upon application made by the corporation or the director or officer or the attorney or other person rendering services in connection with the defense, whether or not the application by the director, officer, attorney, or other person is opposed by this corporation.
- 4) Advance Payments. Expenses incurred in defending any proceeding may be paid by the corporation in advance of the final disposition of the proceeding as authorized by the Board of Directors in a particular case upon receipt of an undertaking by or on behalf of the director or officer to repay such amount unless it shall ultimately be determined that the director or officer is entitled to be indemnified by the corporation as authorized in this Article.
- 5) Other Rights. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representatives of such a person.
- 6) Insurance. The corporation shall have the power to purchase and maintain insurance on behalf of any director or officer of the corporation, against any liability asserted against or incurred by the director's or officer's status as such, whether or not the corporation would have the power to indemnify the director or officer against liability under this Article.

ARTICLE VIII

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

- 1) Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.
- 2) Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the corporation.

- 3) Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.
- 4) Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE IX

BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or his attorney for any proper purpose at any reasonable time.

ARTICLE X

FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the last day of December in each year.

ARTICLE XI

ASSESSMENTS

- 1) Responsibility for Maintenance and Operations of Common Areas. Each Property shall be liable for an equal share of the common expenses of the corporation for the maintenance, repair, improvement and operation of the corporate property and common areas and facilities in MAHANALUA NUJ and the expenses of operating the Association, except for water use charges, which will be assessed to each lot based on usage in addition to any basic water system charges which may be charged to all lots equally. The Association may make special assessments against any Property for any extraordinary costs or expenses caused by the act or omission of the Owner or occupant of said Property under circumstances where it would be unfair in the reasonable discretion of the Board of Directors to assess said cost to all Properties as a common expense.

- 2) Mechanics. The Board of Directors shall formulate annual budgets for the common expenses and shall annually or at other appropriate times set periodic assessments, either monthly or quarterly, to provide for their collection. The Board shall provide appropriate periodic reports or summaries of its financial transactions and status of collections.
- 3) Water System. The water for the Mahanaluia Nui Subdivision will be provided by a private water system to be owned and operated as described in the CC&R's.
- 4) Defaults in the Payments of Assessments. Each assessment of expenses by the Association shall be a separate, distinct and personal debt of the Owners of a Property (or in the case of multiple Owners of a Property, each such Owner jointly and severally) against which the same is assessed. If the Owner shall fail to pay his assessment when due, then said Owner shall pay an additional assessment of \$40.00 (or such other fine or fines adopted by the Board of Directors from time to time) for each such failure and all delinquent assessments shall bear interest at the rate of 1-1/2% per month from the assessment due date (or, the highest rate permitted by Hawaii law, if such highest rate is less than 1-1/2% per month).

In the event of a default or defaults by the Owners of any Property, and in addition to any other remedies provided by law, the Board may enforce such obligation by bringing a suit or suits at law to enforce each such assessment obligation and may obtain against said Property an ex parte attachment or lien in any appropriate court to secure said obligation. The action shall be brought in the name of the Board or the Corporation, and the Corporation shall be entitled to recover from the defendant, as part of any judgment, additional compensation in the amount of the Corporation's or Board's attorney's fees and costs in prosecuting the action. The Owner of each Property by accepting a deed to his or her Property (or other interest under Section 2.08 of the CC&Rs) hereby expressly consents to these provisions and the right of the Board as set forth herein and expressly consents to the imposition of an ex parte attachment or lien (without notice or service of process) against his or her Property at any time to enforce said obligations. Said attachment or lien, however, shall be junior and subordinate in lien priority to the lien of any mortgage or other encumbrance which shall have been in existence and duly recorded in the Bureau prior to the date the Corporation's lien or attachment is recorded. Said lien may be enforced by judicial foreclosure or power of sale in the same manner as a mortgage is enforced under Hawaii law, as amended from time to time.

The Board may also levy special assessments against all of the Properties under its authority for the purpose of meeting attorney's fees and costs in connection with such legal action.

- 5) Notice. The address of each Property Owner as it appears on the records of the corporation and as may be changed from time to time by written notice to the Corporation by any Property Owner shall constitute the official address of said Property Owner. Without limiting the generality of the provisions of Section 10.08 of the CC&Rs, said address may be conclusively relied upon by the Board in notifying Owners of assessments, defaults and other matters, and for the service of process. Service of process may be carried out through registered mail, addressed to the particular Property Owner at his or her said address.
- 6) Statements. The Board will, when requested, issue written statements to purchasers or mortgagees of Properties stating whether or not the assessments against said Property have been paid to the date of the statement, and if not, the amount owed, together with any additional information that may be reasonably requested concerning the account of said Property.

ARTICLE XII

SEAL

The corporation may have a seal of such form as the Board of Directors may from time to time determine, which seal shall be in the custody of the secretary. The Board of Directors may change the form of the seal or the inscription thereon at pleasure.

ARTICLE XIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Hawaii Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIV

AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote or the written consent of the Owners of not less than sixty-five percent (65%) of all Properties in MAHANALUA NUI. Notwithstanding any provision to the contrary herein or in the CC&Rs, no amendment will alter the membership status, voting rights or proportionate share of common expense obligations appurtenant to a Property without the express written consent or joinder of all Owners of said Property.

ADOPTION OF BYLAWS

We, the undersigned directors of the corporation, on this 1st day of June, 1999, do hereby adopt the foregoing provisions as the Bylaws of said corporation.

Yates K. Martin
Yates K. Martin
James C. Riley
James C. Riley
Robert L. Horcajo
Robert L. Horcajo

ARTICLE XII

SEAL

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ARTICLE XIV

AMENDMENT TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote or the written consent of the Owners of not less than sixty-five percent (65%) of all Properties in MAHANALUA NLI. Notwithstanding any provision to the contrary herein or in the CC&Rs, no amendment will alter the membership status, voting rights or proportionate share of common expense obligations appurtenant to a Property without the express written consent or joinder of all Owners of said Property.

ADOPTION OF BYLAWS

We, the undersigned directors of the corporation, on this 10th day of June, 1999, do hereby adopt the foregoing provisions as the Bylaws of said corporation.

Robert L. Morcaso
James C. Piller
Robert L. Morcaso