

R-682

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

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Doc No(s) 94-190492

/s/ CARL T. WATANABE
ACTING REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICK UP (✓)

Dwyer Imanaka
400 Fort Street
P.O. Box 2727
Honolulu, HI 96805

TG: Ruby

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

of

‘ĀINA O KA HALE PILI SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

of

'ĀINA O KA HALE PILI SUBDIVISION

THIS DECLARATION, made this 14th day of November, 1994, by **PILI HALE ASSOCIATES**, a Hawaii general partnership, whose principal place of business and post office address is 700 Bishop Street, Suite 220, Honolulu, Hawaii 96813, hereinafter referred to as the "Declarant,"

ARTICLE I

PREAMBLE

WHEREAS, Declarant is the owner of certain lands located at Peahi, County of Maui, State of Hawaii, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property"), and which is commonly referred to as "'Āina O Ka Hale Pili;" and

WHEREAS, Declarant desires to subdivide and develop the Property into agricultural Lots and common use areas and is endeavoring to preserve, maintain and enhance the values and amenities in the development of the Property and the general attractiveness of the Project, as seen from all public areas, to promote aesthetic standards for the Improvements and their relationship to each other, to public spaces and to the site, and to assist the Owners of Lots with access and siting of the Improvements;

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the 'Āina O Ka Hale Pili Subdivision restrictions, meaning the limitations, restrictions, covenants and conditions set forth in this Declaration, all of which are established, declared and agreed to be for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These limitations, restrictions, covenants and conditions shall run with the Property, shall constitute equitable servitudes and liens, and shall be binding upon all parties having or acquiring any right, title or interest in and to the Property or any part thereof, and shall inure to the benefit of the Declarant, the Association and each Owner thereof or any part thereof, and each successor in interest of such Owner.

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in this Article II shall, for all purposes of this Declaration, have the meanings herein specified.

2.1 **AGRICULTURAL USE.** The term "Agricultural Use" shall mean occupation and use of a Lot in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state or county rules and regulations, including without limitation, the provisions of Hawaii Revised Statutes Chapters 205 and 205A, as amended, the Special Management Area Rules and Regulations of the County of Maui and Chapter 19.30 of the Maui County Code.

2.2 **ARCHITECT.** A person registered to practice architecture in the State of Hawaii under the authority of Chapter 464, Hawaii Revised Statutes, as amended, or registered pursuant to the provisions of the state laws of the state of his domicile.

2.3 **ARCHITECTURAL COMMITTEE.** The term "Architectural Committee" shall mean the committee created pursuant to Article VII.

2.4 **ARCHITECTURAL COMMITTEE RULES.** The term "Architectural Committee Rules" shall mean rules adopted by the Architectural Committee pursuant to Section 7.5.

2.5 **ARTICLES.** The term "Articles" shall mean the Articles of Incorporation of the 'ĀINA O KA HALE PILI COMMUNITY ASSOCIATION, which has been or shall be filed with the Department of Commerce and Consumer Affairs of the State of Hawaii.

2.6 **ASSOCIATION.** The term "Association" shall mean 'ĀINA O KA HALE PILI COMMUNITY ASSOCIATION, the non-profit corporation described in Article VI, including its successors and assigns.

2.7 **BOARD.** The term "Board" shall mean the Board of Directors of the Association.

2.8 **BUILDING ENVELOPE.** The term "Building Envelope" shall have the meaning set forth in Section 1.1.1. of the Design and Construction Standards.

2.9 **BY-LAWS.** The term "By-Laws" shall mean the By-Laws of the Association as set forth in Exhibit "B" attached hereto and made a part hereof, which are or shall be adopted by the Board, as the same may be duly amended from time to time.

2.10 **COMMON AREA.** The term "Common Area" shall mean those portions of the Project owned and held by the Association for the common use and enjoyment of the Owners, and which shall be conveyed to the Association in fee for the benefit of the Association and all of the Owners. Common Area shall also include all facilities and Improvements located within

the property designated as Common Area, from time to time constructed thereon. Common Area may consist of an estate in land or an easement.

The term "Common Area" shall also mean all easements which may be reserved by the Declarant for the benefit of, or granted by Declarant to, the Association for drainage purposes. The term "Common Area" shall also include all easements granted to the Association (but not to Owners individually) for access to those natural features shown on the Subdivision Map as the gulch containing Uaoa Stream and the unnamed gulch which traverses Lots 10, 11, 12, 13 and 14, for the purpose, to the extent the Association in its discretion deems it necessary or desirable, of removing obstructions to, and maintaining, the flows of drainage into and through said features for the benefit of the Project. The Association shall have the right and authority described in the preceding sentence notwithstanding the lack of a separate formal grant of easement with respect thereto.

2.11 DECLARATION. The term "Declaration" shall mean this DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF 'AINA O KA HALE PILI SUBDIVISION, as the same may from time to time be amended.

2.12 DECLARANT. The term "Declarant" shall mean Pili Hale Associates, a Hawaii general partnership, its successors and assigns.

2.13 DESIGN AND CONSTRUCTION STANDARDS. The term "Design and Construction Standards" shall mean the Design and Construction Standards for 'Aina O Ka Hale Pili as set forth in Exhibit "C" attached hereto and made a part hereof, as the same may be duly amended from time to time.

2.14 EXCAVATION. The term "Excavation" shall mean any disturbance of the surface of the Lot (except temporarily for planting) which results in the removal of earth or rock to a depth of more than eighteen (18) inches.

2.15 FAMILY. The term "Family" shall mean all persons, not to exceed two persons for each bedroom of the Improvements located on such Lot, occupying a Lot.

2.16 FILL. The term "Fill" shall mean any addition of rock or earth materials to the surface of the Lot (except temporarily for planting) which increases the existing elevation of such surface of more than eighteen (18) inches.

2.17 FISCAL YEAR. The term "Fiscal Year" shall mean the calendar year from January 1st to and including December 31st.

2.18 FLOOR AREA. Means the total square footage of the house.

2.19 IMPROVEMENTS. The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, lighting, paving of whatever nature, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind, but shall not

include any temporary structures constructed or to be constructed by the Declarant on the Property. Within all drainage easements the term "Improvements" shall include all pipes, catch-basins, swales, culverts, and other drainage structures which may be located therein.

2.20 LOT. The term "Lot" shall mean each of the subdivided agricultural lots depicted on the subdivision map, whether improved or unimproved, and all easements appurtenant thereto.

2.21 LOT AREA. The term "Lot Area" shall mean all of that area of the Project included in each of the Lots and shall not include the Common Area or any portion of the Property dedicated to the County of Maui or the State of Hawaii, or an agency or agencies thereof, for use as public parks, roadways, pump stations, water reservoirs, utilities, open areas or similar uses.

2.22 LOT SUMMARY. The term "Lot Summary" shall mean that certain summary prepared for each Lot in the Project and which identifies a Lot within the context of the Project, and which shows, among other things, the designated Building Envelope.

2.23 MANAGER. The term "Manager" shall mean the person or corporation appointed by the Board.

2.24 MEMBER. The term "Member" shall mean a person who is a member of the Association pursuant to Article III of the By-Laws.

2.25 OPERATING FUND. The term "Operating Fund" shall mean the fund created for the receipts and disbursements of the Association pursuant to Section 1 of Article VII of the By-Laws.

2.26 OWNER. The term "Owner" or "Lot Owner" shall mean the record Owner, whether one or more persons or entities, including Declarant, of the title to any Lot situated in the Project, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.27 PROJECT. The term "Project" or "'Āina O Ka Hale Pili Subdivision" shall mean all of the real property described in Exhibit "A", together with all improvements constructed thereon.

2.28 RESIDENCE. The term "Residence" shall mean any and all structures constructed upon a Lot to the extent permitted by applicable law.

2.29 RESIDENTIAL USE. The term "Residential Use" shall mean occupation and use of a Residence by a single household in conformity with this Declaration and the requirements imposed by applicable zoning laws or other state or county rules and regulations.

2.30 RULES. The term "Rules" shall mean the rules adopted by the Board of the Association, as they may from time to time be in effect pursuant to the provisions of Section 2 of Article VI of the By-Laws.

2.31 SUBDIVISION MAP. The term "Subdivision Map" shall mean that certain final subdivision map of the Property with a revision date of March 24, 1994 prepared by Valera, Inc. which has been approved by the County of Maui.

ARTICLE III

PROPERTY SUBJECT TO RESTRICTIONS

3.1 THE PROJECT. Initially, all of that certain real property located at Peahi, County of Maui, State of Hawaii, described in Exhibit "A" shall be subject to this Declaration and, together with all Improvements, shall constitute the Project. Declarant hereby declares that all of the Property is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration, all of which is declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Property and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property and every part thereof. This Declaration shall run with the Property, including, without limitation, all of the Lots in the Project, and shall be binding upon and inure to the benefit of the Declarant, the Association, each Owner of a Lot in the Project and each successor in interest of such Owner. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained herein shall be deemed to be and shall be construed as equitable servitudes and liens enforceable by the Declarant, the Association or any of the Owners of any Lot against other Owners, tenants or occupants of the Property, or any portion thereof.

3.2 LAND CLASSIFICATION. All land within the Project shall be divided into the following land classifications:

3.2.1 Lot Area, being all of the agricultural Lots as shown on the Subdivision Map, but excluding all Common Areas.

3.2.2 Common Area, being all of the Project, including without limitation, all easement areas conveyed to the Association, other than Lot Area or areas designated as roadways, pump stations, water reservoirs, utilities or other similar uses and which are dedicated to the County of Maui or the State of Hawaii, or any agency or agencies thereof.

ARTICLE IV

PROPERTY RIGHTS: RESIDENTIAL AREA

4.1 RESIDENTIAL AREA: DESIGN PHILOSOPHY AND CRITERIA. The design philosophy and criteria pertaining to the Project and the Lots thereof are set forth herein, as well as in the Design and Construction Standards attached hereto as Exhibit "C" and incorporated herein by this reference.

4.2 RESIDENTIAL AREA: PERMITTED USES AND LIMITATIONS; CONSTRUCTION AND ALTERATION OF IMPROVEMENTS. Absolutely no construction or alteration of Improvements may be undertaken on a Lot without prior approval of the Architectural Committee pursuant to Article VII of this Declaration. The following standards and restrictions, as well as the standards and restrictions set forth in the Design and Construction Standards, are applicable to the construction, reconstruction, alteration, repair and refinishing of any and all Improvements from time to time existing upon any Lot.

4.2.1 RESIDENCE AND USE. The use of the Lots shall be generally restricted to limited agricultural and single-family residential purposes only. No more than one Residence shall be constructed on any Lot, unless the County of Maui, or the ordinances thereof, authorizes a second dwelling in which event a second Residence may be constructed on a Lot. Each Lot shall be used exclusively for Residential Use as defined in this Declaration. Except for the sale of Lots by the Declarant or its broker and any agricultural activity that may be permitted hereunder or required by Hawaii Revised Statutes Chapter 205 and Maui County Code Chapter 19.30, no gainful occupation, profession, trade or other nonresidential use shall be conducted on any Lot or in any Improvement.

Nothing herein shall be deemed to prevent:

(i) any artist, artisan or craftsman from pursuing his calling upon a Lot, if such artist, artisan or craftsman also uses the Lot for residential purposes, is self-employed, has no employees working on the Lot and does not advertise or offer any product or work of art for sale to the public upon or from such Lot; or

(ii) the leasing of any Lot from time to time by the Owner thereof, subject to all of the provisions of this Declaration; provided, however, that no Lot shall be leased to any person who does not reside on the Lot.

4.2.2 OCCUPANCY OF LOT. The number of persons occupying a Residence in the Lot Area shall not exceed two (2) persons per bedroom.

4.2.3 RESTRICTIONS ON FURTHER SUBDIVISION. No Lot shall be further subdivided, nor shall a condominium property regime or land trust (pursuant to which beneficial interests are sold to more than two (2) unrelated persons) be created with respect to any Lot, nor shall less than all of any such Lot be conveyed by an Owner thereof. No easement or other interest in a Lot shall be given without the prior written approval of the Architectural

Committee. The Owner of two or more contiguous Lots may apply to the Architectural Committee for permission to use such Lots as the site for a single Residence and shall at the time of such application request a revised building envelope for such Lots to be designated by the Architectural Committee. Upon approval thereof by the Architectural Committee, which shall not be unreasonably withheld or delayed, a written consent to such use shall be executed by the Owner and by a majority of members of the Architectural Committee. The Owner thereafter may apply to the appropriate governmental agencies for approval of a consolidation of two or more Lots. Thereafter, the consolidated Lot shall not be resubdivided, but shall be considered as multiple Lots for all other purposes.

4.2.4 RENTAL OF LOTS. An Owner shall be entitled to rent the Residence situated on his Lot, provided that the term of said rental shall not be for a term less than thirty (30) days. Any rental or lease of a Residence shall be subject to this Declaration and the Rules established by the Board pursuant to Section 2 of Article VI of the By-Laws. Each tenant or lessee shall be provided with a copy of this Declaration by the Owner so renting or leasing. The Owner shall at all times be responsible for his or her tenant's or lessee's compliance with all of the provisions of this Declaration. Notwithstanding the foregoing, no Owner may rent, or otherwise grant the use of, his Lot to any person who engages in any agricultural, farming or related activity on or with respect to the Lot, but who does not reside on the Lot.

4.2.5 IMPROVEMENTS, ALTERATIONS AND REPAIRS. No Improvement, repair, excavation, fill or other work which in any way alters the exterior appearance of any Lot or the Improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed by Declarant to an Owner shall be made or done without the prior written approval of the Architectural Committee, given pursuant to the terms of Article VII hereof, except as specifically authorized herein. All repairs, maintenance and care of the exterior surfaces of Residences and Lots shall be undertaken by the Owner in accordance with this Article IV, with the Design and Construction Standards and with standards established in the Architectural Committee Rules.

4.2.6 TEMPORARY OCCUPANCY. No trailer, recreational vehicle, tent, shack, garage, or temporary building or structure of any kind shall be used at any time for a Residence either temporary or permanent, nor shall any overnight camping be permitted on any Lot. Temporary buildings or structures used during the construction or improvement of a Residence shall be expressly approved by the Architectural Committee and shall be removed immediately after the completion of construction.

4.2.7 ANIMALS. No animals of any kind shall be bred or kept in any Residence or Lot within the Residential Area, except that a reasonable number of dogs, cats, caged birds and fish of a type customarily kept as household pets may be kept. No animal or fowl shall be allowed to make an unreasonable amount of noise or otherwise to become a nuisance. Except in any areas in the Project specifically authorized by the Association, no animal shall be permitted outside of the Lot of the Owner of said animal unless said animal is under the control of a responsible person by means of a leash or other reasonable restraint. The Association Rules may establish limitations on the number and type of animals which are to be kept on a Lot, provided that the Rules do not violate applicable law and do not discriminate

against any Owner. In addition, the Board shall specifically have the right to prohibit the maintenance of any animal which, in the opinion of the Board, after notice and hearing, constitutes a nuisance to any Owner or Owners.

4.2.8 STRUCTURES FOR ANIMALS. No structure for the care, housing or confinement of any animal shall be constructed or maintained except in accordance with the provisions of this Declaration.

4.2.9 UTILITY SERVICE. No lines, wires or other devices for the communication or transmission of electric current or power, including telephone, television and radio signals, shall be constructed, placed or maintained anywhere in or upon any Lot unless the same shall be contained in conduits or cables constructed, placed and maintained pursuant to plans and specifications approved by the Architectural Committee. Specifically, all such lines, wires or other devices shall be concealed underground. Nothing contained herein shall prohibit the installation and maintenance of one (1) satellite dish on each Lot by the Owner thereof.

4.2.9.1 GAS. Storage tanks for gas service shall be fully screened from the view of Lot Owners and streets in a form approved by the Architectural Committee.

4.2.9.2 SEPTIC TANKS. Septic tanks and all other sewage disposal facilities shall be fully screened from the view of Lot Owners and streets in a manner approved by the Architectural Committee.

4.2.10 MOTOR VEHICLES. No boat, dilapidated vehicle, mobile home, recreational vehicle, motor home, trailer of any kind, step vans, large delivery trucks, truck camper (hereinafter collectively referred to as "motor vehicles"), shall be kept, placed, maintained, constructed, reconstructed or repaired upon any Lot or street within the Project in such a manner as will be visible from adjacent Lots or streets; provided, however, that the provision of this paragraph shall not apply to motor vehicle repairs in an Owner's garage. Without limitation to any other remedy set forth in this Declaration, the Association, by its agents, shall have the right to enter upon any Lot where any motor vehicle is being repaired or is being maintained which is not in good operating condition, and to remove such motor vehicle to a repair shop, or a storage yard and the Owner of the Lot shall be responsible for all costs involved (whether or not he is the owner of the motor vehicle) and shall pay to the Association all costs incurred, and the Association and its agents shall not be liable for trespass or for conversion or for any damages to such motor vehicle or for the taking of same.

4.2.11 NUISANCES. No rubbish or debris of any kind shall be placed or permitted to accumulate on or adjacent to a Lot or Common Area, and no odors shall be permitted to arise therefrom, so as to render any Lot or portion thereof unsanitary, unsightly, harmful or detrimental to any of the property in the vicinity thereof or to the occupants thereof. No nuisance shall be permitted to exist or operate upon any Lot so as to be harmful or detrimental to any property in the vicinity thereof or to its occupants. Without limiting any of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices, except security devices used exclusively for security purposes, shall be located, used or placed on a Lot. Should

undue noise result from the operation of any air-conditioning system or swimming pool filtering pump unit or units, the Owner shall, without delay, upon request of the Association, by its agents, design additional soundproofing methods and, upon approval of such methods by the Architectural Committee, proceed expeditiously with necessary adjustments.

4.2.12 TRASH CONTAINERS AND COLLECTION; RECYCLING PROGRAM. No garbage or trash shall be permitted on any Lot except in closed receptacles screened from view from any adjoining Lot or street, and no accumulated waste plant materials will be permitted on any Lot. No Owner shall have the right to require that the Association arrange for the pick-up and disposal of yard cuttings and rubbish from yards, and each Owner shall make arrangements (at such Owner's expense) for disposal thereof. The Association shall, from time to time, have the right to impose reasonable rules regulating the disposal of garbage, trash or waste plant materials. All Owners shall abide by all laws, rules and regulations pertaining to any recycling program imposed by the Federal, State or County government, or by the Association.

4.2.13 CLOTHES DRYING FACILITIES. No outside clothes lines or other outside clothes drying or airing facilities shall be maintained except in an area adequately concealed so as not to be seen from a street or any Lot.

4.2.14 WALLS AND FENCES. All fences and walls shall be designed as an integral part of the architectural theme and landscape. Therefore, no fences, hedges or walls shall be erected or maintained on any Lot other than as are initially installed by Declarant unless first approved by the Architectural Committee in accordance with the procedures and standards for review of Improvements pursuant to Article VII of this Declaration and the Design and Construction Standards.

4.2.15 FIRES. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such purpose.

4.2.16 PARKING. Owners, tenants and visitors occupying a Residence shall at all times park their automobiles and other permitted motor vehicles in the garage or driveway. The Association Rules shall not permit parking, under any circumstances (other than for not more than a twenty-four (24) hour period in the event of emergency inoperability) of a motor vehicle on any unpaved area of a Lot or on any street or roadway in the Project. All Owners shall comply with the spirit and intent of these restrictions.

4.2.17 MACHINERY AND EQUIPMENT. No machinery or equipment of any kind shall be placed, operated or maintained upon or adjacent to any Lot within a Residential Area except such machinery or equipment as is usual and customary in connection with the use, maintenance or construction of Improvements and the permitted agricultural and related farming activities on the Lot; provided that construction equipment will be permitted on a Lot during the construction of any Residence thereon; and provided further that any machinery or equipment shall be appropriately screened from view.

4.2.18 DISEASES AND INSECTS. No Owner shall permit any thing or condition to exist upon his Lot which shall induce, breed or harbor infectious plant diseases or noxious insects.

4.2.19 STORAGE. No open storage of furniture, fixtures, appliances and other goods and chattels not in active use will be permitted so as to be visible from any Lot or street.

4.2.20 GARAGE SALES. No "garage sale" or other similar activities shall be conducted, held or permitted on any Lot.

4.2.21 RIGHT OF ENTRY. Upon forty-eight (48) hours written notice (emergencies excepted) and during reasonable hours, Declarant, any member of the Architectural Committee or the Board or any authorized representative of any of them shall have the right to enter upon and inspect any Lot and the Improvements thereon for the purpose of ascertaining whether the provisions of this Declaration and the Rules have been or are being complied with. Such person shall not be deemed guilty of trespass by reason of such entry.

4.3 EXTERIOR MAINTENANCE OF RESIDENCES. Each Owner shall be responsible for providing for the exterior maintenance of his Residence and all Improvements located on his Lot. All such work shall be identical in materials, color scheme and workmanship to the work originally approved by the Architectural Committee, unless the alteration thereof is approved in advance by the Architectural Committee in accordance with the provisions of Article VII of this Declaration. The Rules, Design and Construction Standards and/or Architectural Committee Rules may impose more detailed standards for such exterior maintenance.

4.4 LANDSCAPING AND EXTERIOR MAINTENANCE OF LOTS. Each Owner shall be solely responsible for landscaping and maintaining his Lot, whether or not Improvements are made to the Lot, in a neat and orderly condition before, during and after any construction on the Lot and shall not allow trash or debris to accumulate anywhere on the Lot. No Owner shall store any construction materials on such Owner's Lot except during the time actual construction is taking place. Each Lot Owner agrees to keep roadways, easements and other property within the Project clear of trash and construction materials at all times. If a Lot Owner fails to maintain such Owner's Lot in accordance with this Declaration, the Declarant and/or the Association may give such Owner written notice of such Owner's failure to maintain his Lot. If said Owner then fails to complete the required maintenance within seventy-two (72) hours from the receipt of such notice, the Declarant and/or the Association may, but shall not be obligated to, perform such maintenance at the cost of said Lot Owner, who shall reimburse the Declarant and/or the Association, as the case may be, for all costs incurred by the Declarant and/or the Association in effecting such maintenance.

4.5 OWNERS' EASEMENTS.

4.5.1 RECIPROCAL APPURTENANT UTILITY EASEMENTS. Some Lots may be served by utilities which are located on or under another Lot or Lots. There are hereby created appurtenant easements for the use and benefit of the respective Lots served, as dominant tenements, on, under and across the Lots burdened thereby, as servient tenements, for ingress

and egress for pedestrians and vehicles, utility, electrical, telephone, television, sewer and drainage pipes, water and sprinkler systems, lines, conduits and culverts and utility meters. The specific location of each such utility easement shall be determined by the physical location of the Improvements thereon and thereunder installed, constructed and completed at the time of the first conveyance of each respective servient tenement.

4.6 LOT AREA: REPAIR AND RECONSTRUCTION. If any Improvements on a Lot are damaged or destroyed by fire or any other calamity, the Owner of said Lot shall rebuild or repair the damage to its original state or as otherwise approved by the Architectural Committee. In the event said Owner does not commence such rebuilding or repair within a reasonable time, which in no event shall exceed one (1) year from the occurrence of such damage or destruction, the Association may bring suit to compel the Owner to perform said rebuilding or repair; provided that if any such required rebuilding or repair is not feasible economically or otherwise, then, with the prior approval of the Architectural Committee, the Owner may restore the Lot to its original condition and thereafter properly maintain the same in accordance with the provisions hereof.

4.7 ENVIRONMENTAL COMPLIANCE. Owner shall comply with all governmental rules and regulations pertaining to hazardous or toxic substances ("Hazardous Materials") and the sale or storage thereof, and further agrees as follows:

(a) For purposes hereof, the term "Hazardous Materials" means and includes, without limitation, inflammable explosives, radioactive materials, asbestos, organic compounds (including polychlorinated biphenyls), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, petroleum and gasoline products or related materials and any and all substances defined as or included in the definitions for "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials", or "toxic substances" under the Hazardous Materials Laws; provided, however, that the term "Hazardous Materials" shall not mean or include petroleum and gasoline products, fertilizations or pesticides used by Owner in the ordinary course of Owner's use of the Lot;

(b) Owner shall not violate any "Hazardous Materials Laws" which shall include any and all federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, or Hazardous Materials on, under or about the Lot;

(c) Owner shall not use, generate, manufacture, store or dispose of on, under or about the Lot or transport to or from the Lot any Hazardous Materials nor shall Owner release or threaten release of Hazardous Materials on, from, or under the Lot, except as may have previously been disclosed to and consented to by the Association in writing;

(d) The Association shall have the right, at all reasonable times, to enter upon the Lot for purposes of inspecting and testing for the presence or threatened presence of any Hazardous Materials on or under the Lot. Upon the discovery of, or the receipt of written notice from the Association of, the existence of any such Hazardous Material, or any condition threatening any such existence, the Owner of the Lot upon which such Hazardous Material exists

or threatens to exist shall immediately, but in no event later than ten (10) days after any such discovery or receipt of notice, take all steps, at Owner's sole cost and expense, necessary to remove and cleanup all such Hazardous Materials and to remedy and cure any such condition threatening the deposit or presence of any such Hazardous Materials on or under the Lot, and to complete any such removal, cleanup, remedying and curing with all reasonable dispatch and diligence. In the event that Owner shall fail to commence to take such steps within said ten-day period, or to complete such removal, cleanup, remedying or curing with such dispatch and diligence, as determined in the Association's sole discretion, the Association may, but shall not be obligated to, undertake and complete, at Owner's cost and expense, and said Owner shall pay forthwith on demand to the Association all such costs and expenses, together with interest at the rate of twelve percent (12%) per annum. The Association may, during the progress of any work on the Lot, keep and store upon the Lot all necessary materials, tools and equipment. The Association shall not in any event be liable for any inconvenience, annoyance, disturbance, loss of business or quiet enjoyment, or other damage or loss to Owner by reason of making any such repairs or performing any such work upon the Lot or on account of bringing materials, supplies and equipment into, upon or through the Lot during the course thereof, and the obligations of Owner shall not thereby be affected in any manner whatsoever. The Association shall, however, in connection with the performance of any such work, cause as little inconvenience, disturbance or other damage or loss to Owner as may be reasonably possible under the circumstances;

(e) Owner shall not engage in any acts or fail to perform any acts which will cause any claim to be made or threatened to be made by any third party against the Association or any lien to be made or threatened to be made against the Property, the Project or any Lot because of the Owner's failure to comply with this section. Without limiting the generality of the foregoing, Owner agrees to indemnify the Declarant, the Association, their respective directors, officers, partners, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials on, under or about the Lot or transported to or from the Lot, including without limitation: (i) all foreseeable and unforeseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of or on the Property, Project and/or Lot, and the preparation and implementation of any closure, remedial or other required plans; and (iii) all reasonable costs and expenses incurred by the Declarant and for the Association in connection with clauses (i) and (ii), including, without limitation, reasonable attorneys' fees.

ARTICLE V

PROPERTY RIGHTS: COMMON AREA

5.1 **COMMON AREA OWNERSHIP.** The Common Area shall be conveyed to, owned by and maintained by the Association, and the Association shall accept the conveyance of the Common Area transferred to it pursuant to this Section. Declarant shall transfer and convey to the Association, and the Association shall accept, the Common Area shown on the Subdivision Map and any easements created in favor of the Association thereby. Such Common Area shall

be transferred by Declarant to the Association free and clear of all liens, restrictions and encumbrances, except the following:

5.1.1 This Declaration;

5.1.2 The lien of real property taxes and assessments not delinquent;

5.1.3 Such easements and rights-of-way on, over or under all or any part thereof as may be reserved to the Declarant or granted to any Owner for the use thereof in accordance with this Declaration;

5.1.4 Such easements and rights of way, over, under or across all or any part thereof as may be reserved to Declarant or granted to or for the benefit of any governmental agency or any other political subdivision or public organization or any public utility entity;

5.1.5 Such liens and encumbrances described in Exhibit "A" attached hereto;
and

5.1.6 Any other lien, encumbrance or defect of title of any kind whatsoever (other than of the type which would at any time or from time to time create a lien upon such property to secure an obligation to pay money) which would not materially and actually prejudice Owners in their use and enjoyment of their Lots and the Common Area.

5.2 COMMON AREA MAINTENANCE. The Common Area shall be held, maintained and used to meet the common interests of the Members of the Association, their tenants and guests as provided by this Declaration.

5.2.1 LIMITATION ON CONSTRUCTION. No person other than the Association or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any Improvement upon, shall make or create any excavation or fill upon or shall destroy or remove any tree, shrub or other vegetation upon any Common Area.

5.2.2 MAINTENANCE BY ASSOCIATION. The Association may at any time, and from time to time, as to any Common Area conveyed or transferred to it or under its jurisdiction:

5.2.2.1 Reconstruct, replace or refinish any Improvement or portion thereof upon such area in accordance with the original design, finish or standard of construction of such Improvement when such Common Area was conveyed by Declarant to the Association and which was approved by the governmental entity having jurisdiction;

5.2.2.2 Construct, reconstruct, replace or refinish any road Improvement or surface upon any portion of such area used as a private road, street, walk or parking area;

5.2.2.3 Replace injured or diseased trees or other vegetation in any such area and plant trees, shrubs and ground cover to the extent that the Board deems necessary for the conservation of water and soil and for aesthetic purposes; and

5.2.2.4 Place and maintain upon any such area such signs as the Board may deem appropriate for the proper identification, use and regulation thereof.

5.2.3 DAMAGE OR DESTRUCTION OF COMMON AREA. In the event of any damage or destruction to the Common Area or any of the Improvements located thereon, the Association shall immediately undertake to repair and reconstruct any such damage or destruction substantially in accordance with the original design or standard of construction of the damaged or destroyed Common Area or Improvement.

5.2.4 ACTIVITIES IN DRAINAGE AREAS. The owners and occupants of a Lot on which is located a drainage area (either a formal drainage easement or natural gulch) will refrain from dumping vegetation or debris in such area, will refrain from building or placing any structures therein (except to the extent authorized in writing by the County of Maui or the Architectural Committee) and will keep said area free of obstructions which would reduce or interfere with its operation as a drainage facility.

5.3 OWNERS' EASEMENTS OF ENJOYMENT IN COMMON AREA.

5.3.1 Every Owner shall have a right and easement of use and enjoyment in and to the Common Area consistent with the use for which it was designed and built, which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility, or any assessment, maintenance or other special district, for such purposes and subject to such conditions as may be agreed upon by the Owners. No such dedication or transfer shall be effective unless approved in writing by fifty-one percent (51%) of the total votes residing in all Members of the Association entitled to vote agreeing to such dedication or transfer.

5.3.2 There is hereby reserved to Declarant, the Association and their duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association as are set forth in this Declaration or the Design and Construction Standards, or in the By-Laws, the Articles, the Association Rules or the Architectural Committee Rules.

5.3.3 Each of the easements provided for in this Declaration shall be deemed to be established upon the recordation of this Declaration and shall thenceforth be deemed to be covenants running with the land for the use and benefit of the Lots and the Common Area, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the properties which are the subject of this Declaration. In furtherance of the easements provided for in this Declaration, the individual conveyance documents to Lots may, but shall not be required to, set forth said easements.

5.3.4 Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by Declarant for the installation and maintenance of utilities and drainage facilities that are necessary for the development of the Project.

5.4 **DELEGATION OF RIGHT OF USE.** Any Owner may delegate his rights of enjoyment in the Common Area and in the privileges of the Association to anyone who may reside permanently upon his Lot, to contract purchasers from such Owner, to any of his tenants who reside thereon under a leasehold interest and to his visitors and guests, subject, however, to the provisions of this Declaration and to the Articles, By-Laws, Rules and regulations of the Association. Nothing stated in this Declaration and no Rules adopted by the Association shall discriminate between Owners and tenants who occupy Residences in the Project. The rights and privileges of such persons are subject to suspension for the same reasons and in the same manner as this Declaration provides regarding the suspension of the rights and privileges of Owners in the Project.

5.5 **RESTRICTION OF SEVERABILITY OF COMMON AREA.** The interest of each Lot Owner in the use and benefit of the Common Area owned by the Association shall be appurtenant to the Lot owned by said Owner and shall not be sold, conveyed or otherwise transferred by said Lot Owner separately from the ownership interest in said Lot. Any sale, transfer or conveyance of such Lot shall operate to transfer the appurtenant right to use said Common Area without the requirement of express reference thereto, and the transferee shall thereupon be permitted the use and benefit of said Common Area and the improvements located thereon. There shall be no judicial partition of the Common Area or any part thereof, and each Owner, whether by deed, gift, devise or operation of law, for their own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for a judicial partition of any ownership interest in the Common Area of the Project and does further covenant that no action for such judicial partition shall be instituted, prosecuted or reduced to judgment.

ARTICLE VI

'ĀINA O KA HALE PILI COMMUNITY ASSOCIATION

6.1 THE ORGANIZATION.

6.1.1 **NON PROFIT CORPORATION.** The 'Āina O Ka Hale Pili Community Association, herein called the "Association", is a nonprofit corporation charged with the duties and empowered with the rights set forth herein and in the Articles, and its affairs shall be governed by this Declaration, the Design and Construction Standards, the Articles and the By-Laws.

6.1.2 **SUCCESSOR ASSOCIATIONS.** In the event that the Association as a corporate entity is dissolved, a nonprofit, unincorporated association shall forthwith and without further action or notice be formed to succeed to all the rights and duties of the Association

hereunder. The affairs of such unincorporated Association shall be governed by the laws of the State of Hawaii and, to the extent not inconsistent therewith, by the Articles and By-Laws of the Association as if they were created for the purpose of governing the affairs of an unincorporated association.

6.2 MEMBERSHIP.

6.2.1 CLASSES OF MEMBERS. The Association shall have two (2) classes of members: Class A Members and Class B Members.

6.2.1.1 CLASS A MEMBERS. Each Owner of a Lot, with the exception of Declarant, by virtue of being an Owner, shall be a Class A Member of the Association, or, in the event of its dissolution, a Class A Member of the unincorporated association succeeding to the Association, as provided for in Subsection 6.1.2. The membership shall be appurtenant to and may not be separate from the ownership of any Lot which is subject to assessment by the Association. Upon termination of Lot ownership, membership in the Association shall also terminate. Ownership of a Lot shall be the sole qualification for Association membership. The membership of an Owner shall not be transferred, pledged or alienated in any way except upon transfer of title to the Owner's Lot, and then only to the transferee of title to such Lot. Any attempt to make a prohibited transfer is void. Declarant shall become a Class A Member upon the occurrence of the events specified in Subsection 6.3.1.2.

6.2.1.2 CLASS B MEMBERS. The sole Class B Member shall be Declarant. Declarant shall hold one Class B membership for each Lot in the Project to which Declarant has title, until the occurrence of the events specified in Section 6.3.1.2.

6.2.2 MEMBER'S RIGHTS AND DUTIES. The rights, duties, privileges and obligations of all Members of the Association, or Members of the succeeding unincorporated association, shall be those set forth in, and shall be exercised and imposed in accordance with, the provisions of this Declaration and the Articles, By-Laws and Rules of the Association.

6.2.3 RIGHTS UPON DISSOLUTION. In the event of the dissolution of the Association and the formation of an unincorporated association, as provided for in Subsection 6.1.2, each Member of the unincorporated association shall have an underlying beneficial interest in all of the property of the Association transferred to or for the account or benefit of said unincorporated association, such interest being in direct proportion to the number of Lots owned by such Member; provided, however, that there shall be no judicial partition of such property or any part thereof, nor shall any such member or other person acquiring any interest in said property, or any part thereof, seek judicial partition, the right to do so being expressly waived.

6.3 VOTING.

6.3.1 MEMBERS ENTITLED TO VOTE. Only Members of the Association shall be entitled to vote. There shall be a presumption that a Member is entitled to vote if such Member shall present to the Association or Secretary thereof a duly certified deed showing that the Member is vested with fee simple title to the Lot in question. The voting privileges of each class of Members shall be as provided herein. Any action by the Association which must have the approval of the Association membership before being undertaken shall expressly require the vote or written assent of a prescribed percentage of Members as more particularly stated within the Declaration.

6.3.1.1 CLASS A MEMBERS. Class A Members shall have one (1) vote for each Lot owned. When more than one person, corporation or other legal entity owns a single Lot, all Owners shall be Members of the Association. However, the vote for each Lot must be cast as an undivided unit and fractional votes shall not be allowed. When more than one (1) person, corporation or other legal entity owns a single Lot, there shall be one "Voting Owner" for such Lot. The "Voting Owner" shall be designated by the record Owner or Owners of each Lot by written notice to the Board. Said designation shall be revocable at any time by actual notice to the Board given by any of the Lot Owners of record or by the death or judicially declared mental incompetence of any record Lot Owner. The power herein conferred to designate a "Voting Owner" and to revoke said designation may be exercised by the Lot Owner's conservator, by the guardian of his estate, by the parent or parents of an Owner in the case of the Owner being a minor, or, during the administration of his estate, by the personal representative of a deceased record Lot Owner where the latter's interest in said property is subject to administration in his estate. Where no "Voting Owner" of a Lot has been designated, or where said designation has been revoked as provided, the vote for such Lot shall be exercised only upon the unanimous consent of all such persons, corporations or other legal entities. No vote shall be cast for any Lot where there is no designated "Voting Owner" and where the co-Owners present and representing said Lot cannot unanimously agree to said vote or other action. Meetings and/or voting procedures shall not be stopped because no "Voting Owner" is designated and/or where unanimous consent of co-Owners cannot be obtained as to any particular vote to be cast.

A Class A Member who has sold his Lot to a contract purchaser under an agreement of sale shall be entitled to delegate to such contract purchaser his membership rights in the Association. However, the contract seller shall remain liable for all charges and assessments until title to the Lot sold is transferred.

6.3.1.2 CLASS B MEMBER. The Class B Member shall be entitled to three (3) votes for each Lot in the Project to which it holds title, provided that the Class B membership shall cease and be converted to Class A membership upon the first to occur of the following events:

- (i) When the votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or

(ii) December 31, 2004.

6.3.2 VOTING PROCEDURES. Any vote may be cast by an Owner in person or by proxy. All proxies shall be in writing, dated, signed by the Owners and filed with the Secretary of the Association no less than 24 hours prior to the commencement of any meeting. No proxy shall extend beyond a period of eleven (11) months after the filing of such proxy with the Board. Every proxy shall automatically cease upon the sale of the Lot by the Owner giving said proxy, or upon the death or judicially declared mental incompetence of the Owner giving said proxy. When voting for the election of a Director or Directors each Owner may cumulate his votes as provided in the By-Laws of the Association and pursuant to Section 415B-43 of the Hawaii Revised Statutes. In any election in which the Owners other than Declarant do not have a sufficient percentage of voting power of the Association to elect at least one Director to the Board through cumulating all of their votes, the Association shall assure that at least one Director is elected solely by the votes of Owners excluding the votes of Declarant, and that individual shall be the person receiving the highest number of votes (other than the Declarant's nominee).

6.4 ASSESSMENTS AND DUES. Any assessments levied by the Association on its Members shall be levied in accordance with and pursuant to the provisions of Article VII of the By-Laws and shall be enforced pursuant to the provisions of Section 6 of Article VII of the By-Laws.

6.5 INITIAL BOARD OF DIRECTORS. The initial Board of Directors of the Association consisting of three (3) Directors shall be appointed by Declarant upon the incorporation of the Association and shall hold office until the first meeting of the Members, which shall be held within six (6) months after conveyance of the Common Area to the Association.

6.6 SUBSEQUENT BOARD OF DIRECTORS. At the first meeting of the Members, a new Board consisting of three (3) Directors shall be elected. Two members shall be elected for a term of one year and one member shall be elected for a term of two years. At each subsequent annual meeting, the Members of the Association shall elect members of the Board to fill any vacancy which may be created as a result of the expiration of the term of any Board member. Each such Director shall be an Owner and a Member of the Association, provided that at no time shall the Board of Directors consist of less than three (3) members. The Board shall undertake all duties and responsibilities of the Association and the management and conduct of the affairs thereof, except as expressly reserved herein to a vote of the membership.

ARTICLE VII

ARCHITECTURAL COMMITTEE

7.1 ORGANIZATION. There shall be an Architectural Committee consisting of three (3) persons.

7.2 DESIGNATION OF MEMBERS AND TERMS OF OFFICE.

7.2.1 **INITIAL MEMBERS.** The initial members of the Architectural Committee shall be appointed by Declarant. At all times, at least one (1) member of the Architectural Committee shall be an architect licensed to practice architecture in the State of Hawaii in accordance with the requirements of Chapter 464, Hawaii Revised Statutes. No other member shall be required to meet any qualifications for membership on the Architectural Committee, except that any member other than an architect member or the members appointed by Declarant shall also be an Owner. Unless otherwise decided by the Board, all members of the Architectural Committee must live on Maui.

7.2.2 **TERMS OF OFFICE.** Each member of the Architectural Committee shall hold his office until such time as he has resigned or he has been removed or his successor has been appointed, as set forth herein.

7.2.3 **APPOINTMENT AND REMOVAL.** Until such time as the Lot Owners other than Declarant own ninety percent (90%) or more of the Lots within the Project, the right to appoint and remove all members of the Architectural Committee shall be, and is hereby, vested solely in Declarant unless prior to said time Declarant waives its rights hereunder by notice in writing to the Association. Such members may be removed with or without cause. When Declarant waives or no longer has the right to appoint and remove the members of the Committee, said right shall be vested solely in the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the specification in the minutes of the Association of each new Architectural Committee member appointed and each member replaced or removed from the Architectural Committee. Each member of the Architectural Committee shall serve for a term not to exceed 3 years, but may be reappointed upon expiration of the term.

7.2.4 **RESIGNATIONS.** Any member of the Architectural Committee may at any time resign from the Committee upon written notice delivered to Declarant or to the Board, whichever then has the right to appoint members.

7.2.5 **VACANCIES.** Vacancies on the Architectural Committee, however caused, shall be filled by the Declarant or the Board, whichever then has the power to appoint members.

7.3 **DUTIES.** It shall be the duty of the Architectural Committee to consider and act upon such proposals or plans submitted to it pursuant to the terms hereof, the Design and Construction Standards, the Articles and the By-Laws, to adopt Architectural Committee Rules, to perform such other duties delegated to it by the Association and to carry out all other duties imposed upon it by this Declaration.

7.4 **MEETINGS.** The Architectural Committee shall meet from time to time as necessary to properly perform its duties hereunder. A quorum of the Architectural Committee shall consist of two (2) members one of whom shall be an architect member. In the absence of a quorum, the Architectural Committee shall act in accordance with the procedures set forth in Section 2.7 of the Design and Construction Standards. The vote or written consent of a majority

of members present shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration, the Design and Construction Standards, the Articles or the By-Laws; provided, however, that at least one (1) member of the majority is an architect member of the Architectural Committee. The Committee shall keep and maintain a record of all actions taken by it at such meeting or otherwise, and a copy thereof shall be filed with the Secretary of the Association and maintained with the minutes of the Board. The Architectural Committee and its members shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred by them in the performance of any Architectural Committee function and the architectural members shall in addition receive reasonable fees for professional services rendered. Such fees shall be charged by the Architectural Committee and shall be provided for in the rules promulgated pursuant to Subsection 7.5, except that no fees shall be charged the Association, except as provided in Subsection 2.1.1.1 of the Design and Construction Standards.

7.5 ARCHITECTURAL COMMITTEE RULES. The Architectural Committee may, from time to time and in its sole discretion, adopt, amend and repeal, by unanimous vote, rules and regulations to be known as "Architectural Committee Rules." Said Architectural Committee Rules shall interpret and implement the provisions of this Declaration and the Design and Construction Standards by setting forth the standards and procedures for Architectural Committee review and guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features which are recommended for use in the Project; provided, however, that said Architectural Committee Rules shall not be in derogation of the minimum standards required by this Declaration or the Design and Construction Standards. A copy of the Architectural Committee Rules, as they may from time to time be adopted, amended or repealed, certified by an architect member of the Architectural Committee, shall be made available at all times at the office of the Association and at the office of Declarant (for so long as Declarant shall be appointing or nominating a majority of the Board members) and at the office of the architect member of the Architectural Committee, for the inspection of any Owner, architect or agent of the Owner or architect. Any party requesting copies or duplicates shall pay a reasonable fee for the same.

ARTICLE VIII

LIMITATION OF RESTRICTIONS ON DECLARANT

8.1 LIMITATION OF RESTRICTIONS. Declarant is undertaking the work of developing an agricultural subdivision. The completion of that work and the sale and other disposal of Lots is essential to the establishment and welfare of said property as an agricultural community. In order that said work may be completed and said property be established as a fully occupied agricultural community as rapidly as possible, nothing in this Declaration shall be understood or construed to:

8.1.1 Prevent Declarant, its contractors or subcontractors from doing on the Project, or any Lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said development;

8.1.2 Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the Project, such structures as may be reasonably necessary for the conduct of its business of completing said work, establishing said property as an agricultural community and disposing of the same in parcels by sale, lease, or otherwise;

8.1.3 Prevent Declarant from conducting on any part of the Project, its business of completing said development, of establishing said property as an agricultural residential community and of disposing of said property in parcels or Lots by sale, lease or otherwise; or

8.1.4 Prevent Declarant from maintaining such sign or signs on any Lot as may be necessary for the sale, lease or disposition thereof.

ARTICLE IX

MISCELLANEOUS PROVISIONS

9.1 AMENDMENT AND DURATION.

9.1.1 **AMENDMENT.** After the conveyance of the first Lot, the provisions hereof may be amended by a vote or written consent of the record Owners constituting not less than seventy-five percent (75 %) of the Members entitled to vote. In the event only one class of Membership exists at the time of the proposed amendment, said amendment shall require the vote or written consent of seventy-five percent (75 %) of the votes of Members other than Declarant. Said amendment shall be effective upon the recordation at the Bureau of Conveyances of the State of Hawaii of an instrument setting forth the terms thereof duly certified and executed by the President and Secretary of the Association. No amendments of Sections 2.20 and 4.2.1 shall be effective unless the Association first obtains the prior written approval for such amendments from the Director of the Department of Public Works of the County of Maui.

9.1.2 **DURATION.** The provisions of this Declaration including the covenants, conditions and restrictions contained herein, shall continue and be effective for a period of eighty (80) years from the date of recordation and shall be automatically extended for successive periods of ten (10) years upon a majority vote of the Members entitled to vote.

9.2 ENFORCEMENT AND NONWAIVER.

9.2.1 **RIGHT OF ENFORCEMENT.** Except as otherwise provided herein, Declarant, the Association, or any Owner or Owners shall have the right to enforce any and all of the limitations, covenants, conditions, restrictions, obligations, liens and charges now or hereafter imposed by this Declaration upon the Owners or upon any Lot in the Project, and the costs of enforcement, including court costs and attorneys' fees, shall be paid by any Owner who violates any such limitation, restriction, covenant or condition, or fails to pay and satisfy when due any such lien or charge. Except as otherwise expressly provided herein, no entry upon the

Lot of any Owner or other action to enforce any such limitation, restriction, covenant, condition, obligation, lien or charge may be made or taken without first giving not less than thirty (30) days' written notice and demand to the Owner concerned to cure or rectify the default or breach involved.

9.2.2 VIOLATIONS AND NUISANCE. Every act or omission whereby a covenant, condition or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, the Association, or an Owner or Owners. However, any other provision to this Declaration notwithstanding, only Declarant, the Board of the Association, or their duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth. Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all limitations, restrictions, covenants, conditions and obligations now or hereafter imposed by this Declaration; provided, however, that anything herein to the contrary notwithstanding, no Owner as such shall have any right to enter upon the Lot of any other Owner or to abate any nuisance or enforce any provision hereof against another Owner or the Association except by proper legal proceedings and authority of a court having jurisdiction.

9.2.3 VIOLATION OF LAW. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any Lot within the Project is hereby declared to be a violation of this Declaration and subject to any or all of the enforcement procedures herein set forth.

9.2.4 REMEDIES CUMULATIVE. Each remedy provided by this Declaration is cumulative and not exclusive.

9.2.5 NONWAIVER. The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions thereof. Any such waiver must be in a duly-authorized writing.

9.3 CONDEMNATION OF COMMON AREA. If at any time all or any portion of any Common Area, or any interest therein, shall be taken for any public or quasi-public use, under any statute, by right of eminent domain or by private purchase in lieu of eminent domain, the entire award in condemnation shall be paid to the holder or holders of the fee title to such area as their interests may appear. Any such award to the Association shall be deposited into the Operating Fund of the Association. No Owner shall be entitled to any portion of such award, and no Owner shall be entitled to participate as a party, or otherwise, in any proceedings relating to such condemnation, such right of participation being herein reserved exclusively to the Association, or other holder of the fee title which shall, in its name alone, represent the interests of all Lot Owners to the extent such Lot Owners have any interest.

9.4 OBLIGATIONS OF OWNERS. No Owner may avoid the burdens or obligations imposed on him by this Declaration through non-use of any Common Area or the facilities located thereon or by abandonment of his Lot. Upon the conveyance, sale, assignment or other

transfer of a Lot to a new Owner, the transferring Owner shall not be liable for any assessments levied with respect to such Lot after the date of such transfer, and no person, after the termination of his status as an Owner and prior to his again becoming an Owner, shall incur any of the obligations or enjoy any of the benefits of any Owner under this Declaration.

9.5 CONSTRUCTION AND SEVERABILITY: SINGULAR AND PLURAL; TITLES.

9.5.1 RESTRICTIONS CONSTRUED TOGETHER. All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the Project as set forth in this Declaration.

9.5.2 RESTRICTIONS SEVERABLE. Notwithstanding the provisions of Subsection 9.5.1 above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

9.5.3 SINGULAR INCLUDES PLURAL. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

9.5.4 CAPTIONS. All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions of said Restrictions.

9.6 ASSIGNMENT OF POWER. Any and all of the rights and powers vested in the Declarant pursuant to this Declaration may be delegated, transferred, assigned, conveyed or released by the Declarant to the Association and the Association shall accept the same effective upon the recording by the Declarant of a notice of such delegation, transfer, assignment, conveyance or release.

9.7 NOTICES, DOCUMENTS, DELIVERY.

9.7.1 Any notice or other document permitted or required by this Declaration to be delivered may be delivered either personally, by telecopy or by mail. If delivery is to be made by mail, it shall be deemed to have been delivered to the Association twenty-four (24) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the 'Aina O Ka Hale Pili Community Association c/o the managing agent or at any other the address designated by the Association from time to time by written notice to the Owners, and shall be deemed to have been delivered to the Architectural Committee or to the architect member of the such Committee twenty-four (24) hours after a copy of the same has been deposited in the same manner addressed to the Architectural Committee in care of the 'Aina O Ka Hale Pili Community Association at the latter's then current address. The post office address of an Owner shall be the street address of the Lot of such Owner, or, if no Residence shall be constructed thereon, to such address given for such Owner in the sales contract or deed covering such Lot and delivery by mail shall be deemed complete to an Owner twenty-four (24)

hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at such address.

9.7.2 Delivery to any member of the Board shall be deemed adequate delivery to the Association and delivery to the architect member of the Architectural Committee shall be deemed adequate delivery to the Architectural Committee.

9.7.3 Where there is more than one Owner of a Lot the delivery personally, by telecopy or by mail to any Owner shall be effective delivery to all Owners of such Lots.

9.7.4 The address of the Declarant may be changed by notice in writing delivered to the Association and the address of the Association may be changed by notice in writing delivered to all Owners.

ARTICLE X

RESERVED RIGHTS

10.1 EASEMENTS. Declarant hereby reserves unto itself, and its successors and assigns, to and until December 31, 2014, easements for access purposes over the Property and all Lots in the Project (specifically including without limitation, access over the Property to all property adjoining the Property and traditional fishing beach access trails over the Property, such as Lot 21 of the Project), electrical, gas, communications and other utility purposes, and for the purpose of constructing sewer, drainage and water facilities over, under, across, along and through the Property and all Lots in the Project, together with the right to designate easements for the aforesaid purposes, if necessary, and to grant to the State of Hawaii, the County of Maui, the Department of Water Supply of the County of Maui, Maui Electric Company, any other appropriate governmental agency, and/or any public utility or other person or entity, easements for any such purposes over, under, across, along and through the Property under the usual terms and conditions required by the grantee of such easement rights; provided, however, that such easement rights must be exercised in such manner as to not unreasonably interfere with the use of the Property and Lots by the Owners thereof, and, in connection with the installation, maintenance or repair of any facilities pursuant to any of said easements, the land shall be promptly restored by and at the expense of the person owning and exercising such easement rights to substantially the condition of the land immediately prior to the exercise thereof. The Association shall also have the reserved right in the nature of an easement to have access over the Project for the purpose of maintaining any gulches in or adjacent to the Project, and to maintain any utility lines within the Project. Each Owner does hereby consent to such easements and to all the conditions relating thereto and consequences thereof, and agrees to execute and deliver, at the request of Declarant or the grantee of such easements, such documents and instruments and to do such other things as may be necessary or convenient to effect the same.

10.2 ONGOING CONSTRUCTION AND SALES ACTIVITIES. Each Lot Owner, by acceptance of a deed or other conveyance of a Lot, whether from Declarant or subsequent Owners of Lots, hereby specifically acknowledges that: (a) construction activity by Declarant

or other lot owners may continue on the Property, as well as such Owner's Lot, after such Owner has taken possession of the Lot, and that this activity may result in noise, dust and other annoyances to such Owner, may pose certain risks of injury to such Owner and his guests and visitors, and may limit such Owner's access to portions of such Owner's Lot and/or the Project; and (b) Declarant's sales activities will continue in the Project until the sale of the last unsold Lot in the Project or in any additional phase to the Project. Each Lot Owner, by acceptance of a deed or other conveyance of a Lot, whether from Declarant or subsequent Owners of Lots, hereby accepts the foregoing conditions set forth in this paragraph as well as any inconvenience, annoyance or risk of injury which such Owner may experience as a result of such conditions, and hereby expressly waives any rights, claims or actions which he might otherwise have against Declarant, Declarant's agents, employees, contractors or subcontractors as a result of such circumstances. Each Lot Owner further agrees to indemnify and hold Declarant and Declarant's agents, employees, contractors and subcontractors harmless from and against any loss or claim made against said parties as a result of such circumstances existing on the Project.

10.3 COMPLIANCE WITH GOVERNMENTAL RESTRICTIONS AND REGULATIONS. Each Lot Owner acknowledges and agrees that Declarant has obtained a special management area use permit with respect to the Property and that, as a result thereof, the Lots and each Lot Owner's ownership, use and occupancy of such Owner's Lot shall be subject to, and limited by, the terms, conditions, obligations and other provisions contained in the letter dated October 13, 1992 issued by the Planning Department for the County of Maui granting said special management area use permit. Accordingly, each Lot Owner, by accepting a deed or other conveyance of the Lot, whether from Declarant or subsequent Owners of Lots, shall be personally obligated to, and shall at all times, observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in (i) that certain letter dated October 13, 1992 issued by the Planning Department for the County of Maui granting a special management area use permit to the Declarant with respect to the Property, (ii) that certain Certificate between Declarant and the County of Maui recorded on December 1, 1992 at said Bureau as Document No. 92-195727, incorporating the conditions set forth in said October 13, 1992 letter, granting the special management area use permit, (iii) that certain Subdivision Agreement (Agricultural Use) executed by Declarant and the County of Maui with respect to the Property, (iv) the provisions of Hawaii Revised Statutes Chapters 205 and 205A, as amended, (v) the provisions of the Special Management Area Rules and Regulations of the County of Maui and (vi) Chapter 19.30 of the Maui County Code. In addition, each Lot Owner shall, to the extent required or requested by the County of Maui or Declarant, immediately execute and deliver any and all agreements and/or instruments (such as an Agreement - Additional Structure in Agricultural District, a Subdivision Agreement (Agricultural Use) and/or a Farm Dwelling Agreement) required or requested by the County of Maui or Declarant relating to the aforesaid special management area use permit or the subdivision approval for the Project.

Without limiting the generality of the foregoing, each Lot, and each Lot Owner's ownership, use and occupancy of such Owner's Lot, shall be subject to, and limited by, and each Lot Owner shall at all times observe, perform, comply with, and abide by, the following:

- (a) The master soil conservation/erosion control plan for the Property duly approved by the Olinda - Kula Soil Conservation Service District, the Department of Public

Works for the County of Maui and the Department of Land and Natural Resources of the State of Hawaii;

(b) There shall be no surface disturbance of, or removal of natural vegetation from, any portion of the Lots exhibiting sustained slopes in excess of 30% without the prior authorization of the Olinda - Kula Soil Conservation Service and the filing of such approval with the Planning Department for the County of Maui prior to the commencement of any such disturbance or removal;

(c) There shall be no resubdivision of Lots 19, 20 and 21 of the Project without the prior review of the Planning Commission for the County of Maui;

(d) The Association shall maintain all drainage ways and easements on the Property as set forth in the drainage plan for the Property duly approved by the County of Maui and the Declarant;

(e) The installation and use of individual wastewater disposal systems for the Lots shall be subject to the resolution of the different requirements for sewage treatment to the satisfaction of both the Department of Health of the State of Hawaii and the Division of Aquatic Resources of the Department of Land and Natural Resources of the State of Hawaii;

(f) The solid waste management plan for the Property duly accepted by the Department of Public Works of the County of Maui;

(g) Low flowage water devices shall at all times be installed and utilized with respect to all improvements to or constructed on each Lot;

(h) Each Lot Owner shall take all appropriate precautions during construction to prevent debris, eroded soils, petroleum products, landscaping chemicals and other potential contaminants from entering the coastal waters;

(i) Each Lot Owner shall take all appropriate measures during construction to mitigate the short term impacts of the Project relative to soil erosion from wind and water, ambient noise levels, and traffic disruptions;

(j) Each Lot Owner and such Lot Owner's successors and permitted assigns shall exercise reasonable due care as to third parties with respect to all areas affected by the above-described special management area use permit; and

(k) Each Lot Owner shall fully comply with all applicable governmental requirements in connection with such Owner's ownership, use and occupancy of his Lot.

10.4 EASEMENTS FOR ENTRY MONUMENTS, CENTRAL MAIL FACILITY AND FENCE. Declarant hereby reserves unto itself, and its successors and assigns, easements (i) over Lots 1, 2 and 17 of the Project for purposes of installing, maintaining and replacing a fence along North Holoaka Road; (ii) over Lots 1 and 2 of the Project for the purpose of installing, maintaining and

replacing entry monuments and structures, (iii) over Lots 16 and 17 of the Project for the purpose of installing, maintaining and replacing a central postal mail facility for the Project, and (iv) over Lot 22 for the purpose of installing, maintaining and replacing gates and medial strips, together with the right to designate and grant easements and/or license rights for the aforesaid purposes, if necessary, to the Association or any other person or entity, under the usual terms and conditions required by the grantee of such easement rights; provided, however, that such easement rights must be exercised in such manner as to not unreasonably interfere with the use of said Lots 1, 2, 16 and 17 by the Owners thereof. Each Owner of said Lots 1, 2, 16 and 17, by accepting a deed or other conveyance of the Lot, whether from Declarant or subsequent Owners, consents to such easements and to all the conditions related thereto and the consequences thereof, and agrees to execute and deliver, at the request of Declarant or the grantee of such easement, such documents and instruments, and to do such other things as may be necessary or convenient to effect the same.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

PILI HALE ASSOCIATES, a Hawaii general partnership

By James Caldwell Investments, Inc.
Its Managing Partner

By Margie W. Lee
Margie W. Lee
Its Duly Authorized Signatory

"Declarant"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this 14th day of November, 1994, before me personally appeared MARGIE W. LEE, to me personally known, who, being by me duly sworn, did say that she is the duly authorized signatory for JAMES CALDWELL INVESTMENTS, INC., a Hawaii corporation, which is a general partner of Pili Hale Associates, a Hawaii general partnership, and that the foregoing instrument was signed in behalf of said corporation by authority of its Board of Directors for said partnership, and that said Officer acknowledged said instrument to be the free act and deed of said corporation and said partnership.



Notary Public, State of Hawaii

My commission expires: 9-16-95

Lot 1
Aina O Ka Hale Pili Subdivision
Por. Gr. 160 to Charles R. Bishop
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 1 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being portion Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeasterly corner of this lot on and easterly side of Lot 24, a road widening lot of this subdivision, the coordinates of said point of beginning being

North 9,288.10 feet
East 2,273.85 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 28, a road widening lot of this subdivision on a curve to the right with a radius of 30.00 feet and a central angle of 35° 06', the chord azimuth and distance being
47° 27' 40.57 feet to a 1/2 inch pipe; thence.
2. 90° 00' 57.61 feet along the same to a 1/2 inch pipe; thence.
3. Along the same on a curve to the right with a radius of 30.00 feet and a central angle of 94° 12', the chord azimuth and distance being
137° 06' 43.95 feet to a 1/2 inch pipe; thence.
4. 184° 12' 353.14 feet along Lot 29, a road widening lot of this subdivision to a 1/2 inch pipe; thence.
5. 188° 58' 78.07 feet along the same to a 1/2 inch pipe; thence.
6. 196° 09' 385.66 feet along the same to a 1/2 inch pipe; thence.

7. 194° 04' 82.70 feet along the same to a 1/2 inch pipe; thence,
8. 293° 15' 26" 159.85 feet along Lot 27, a road widening lot of this subdivision, to a 1/2 inch pipe; thence,
9. Along Lot 24, a road widening lot of this subdivision, on a curve to the left with a radius of 480.00 feet and a central angle of 8° 16' 37.7", the chord azimuth and distance being
24° 37' 18.8" 69.28 feet to a 1/2 inch pipe; thence,
10. 20° 29' 337.23 feet along the same to a 1/2 inch pipe; thence,
11. 4° 54' 446.34 feet to the point of beginning and containing an area of 2.742 acres, more or less.

SUBJECT TO, HOWEVER, Easement "E-1" for electrical purposes in favor of Maui Electric Company, Limited, and being more particularly described as follows:

BEGINNING at a point on the easterly side of Lot 1 and the westerly side of Lot 24, a road widening lot of this subdivision, the coordinates of said point of beginning being

North 9,338.99 feet
East 2,388.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 110° 29' 7.00 feet over and across Lot 1 of this subdivision to a point; thence,
2. 200° 29' 6.00 feet over and across the same to a point; thence,
3. 290° 29' 7.00 feet over and across the same to a point; thence,

4. 20° 29'

6.00 feet along Lot 24, road widening Lot of this subdivision to the point of beginning and containing an area of 42 square feet, more or less.

FURTHER, SUBJECT TO, HOWEVER, Easement "I" for water and irrigation purposes, in favor of Aina O Ka Hale Pili Homeowner's Association, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the south east corner of this easement on the westerly side of Lot 24, a road widening lot of this subdivision, the coordinates of said point of beginning being

North 9,261.99 feet
East 2,279.88 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 94° 54' 6.00 feet over and across Lot 1 of this subdivision to a point; thence,
2. 184° 54' 5.00 feet over and across the same to a point; thence,
3. 274° 54' 6.00 feet over and across the same to a point; thence,
4. 4° 54' 5.00 feet along Lot 24, a road widening lot of this subdivision, to the point of beginning and containing an area of 10 square feet, more or less.

This work was prepared by me, or under my direct supervision, VALERA, INC.

Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#1922Lt1

Lot 2
 Aina O Ka Hale Pili Subdivision
 Pers. Gr. 160 to Charles R. Bishop and
 Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
 Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 2 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being portions of Grant 160 to Charles R. Bishop and Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeast corner of this lot and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,306.21 feet
 East 2,715.23 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 429.37 feet along Lot 3 of this subdivision to a 1/2 inch pipe; thence,
 2. 89° 06' 30" 328.70 feet along Lot B of Groves Subdivision to a 1/2 inch pipe; thence,
 3. 200° 29' 186.09 feet along Lot 26, a road widening lot of this subdivision, to a 1/2 inch pipe; thence,
 4. Along the same and Lot 22 (North Holokai Place), a roadway lot of this subdivision on a curve to the right with a radius of 440.00 feet and a central angle of 49° 46' 24", the chord azimuth and distance being
- 225° 22' 12" 370.33 feet to the point of beginning and containing an area of 2.136 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "A" for access purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, identified as Parcels 31, 35 and 36 of Tax Map Key, Second Division, 2-8-04, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwest corner of this easement and Lot 2 of this subdivision, the coordinates of said point of beginning being

North 9,871.72 feet
East 2,406.57 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 200° 29' 47.75 feet along Lot 26, a road widening lot of this subdivision to a point; thence,
2. Over and across Lot 2 of this subdivision on a curve to the left with a radius of 15.00 feet and a central angle of 111° 22' 30", the chord azimuth and distance being
294° 47' 45" 24.78 feet to a point; thence,
3. 269° 06' 30" 297.70 feet over and across Lot 2 of this subdivision; thence,
4. 00° 00' 24.00 feet along Lot 3 of this subdivision to a 1/2 inch pipe; thence,
5. 89° 06' 30" 328.70 feet along Lot 8 of Groves Subdivision to the point of beginning and containing an area of 7,891 square feet, more or less.

FURTHER SUBJECT TO, HOWEVER, an Easement "E-2" for electrical purposes, in favor of Maui Electric Company, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeast corner of Lot 6 and on the southerly side of Lot 22 (North Holckai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,306.21 feet
East 2,735.23 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 9.20 feet along Lot 3 of this subdivision to a point; thence,
2. 90° 00' 6.00 feet over and across Lot 2 of this subdivision to a point; thence,
3. 180° 00' 7.00 feet over and across the same to a point along Lot 22 (North Holokai Place), a road way lot of this subdivision; thence,
4. Along Lot 22 of this subdivision on a curve to the left with a central angle of 00° 49' 56" and a radius of 440.00 feet, the chord azimuth and distance being
249° 50' 26" 6.55 feet to the point of beginning and containing an area of 49 square feet, more or less.

FURTHERMORE, SUBJECT TO, HOWEVER, a portion of Easement "D-1" for drainage purposes, in favor of Aina O Ka Hale Pili Homeowners Association, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwest corner of this easement and Lot 2 of this subdivision, and on the easterly side of Lot 26, a road widening lot of this subdivision, the coordinates of said point of beginning being

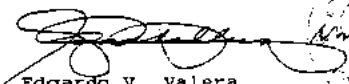
North 9,871.72 feet
East 2,406.57 feet

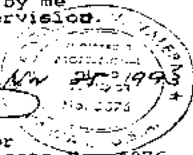
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 200° 29' 47.75 feet along Lot 26, a road widening lot of this subdivision to a point; thence,

2. Over and across Lot 2 of this subdivision along a curve to the left with a radius of 15.00 feet and a central angle of 111° 22' 30", the chord azimuth and distance being
 294' 47' 45" 24.78 feet to a point; thence,
3. 269' 06' 30" 297.70 feet over and across Lot 2 of this subdivision to a point; thence,
4. 00° 00' 24.00 feet along Lot 3 of this subdivision to a 1/2 inch pipe; thence,
5. 89° 06' 30" 328.70 feet along Lot 8 of Groves Subdivision to the point of beginning and containing an area of 7,891 square feet, more or less.

This work was prepared by me
 or under my direct supervision.
 VALERA, INC.


 Edgardo V. Valera
 Registered Land Surveyor
 State of Hawaii Certificate No. 5076
 End of description.
 #1922Lt2



Lot 3

Aina O Ka Hale Pili Subdivision
Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 3 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeast corner of this lot and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,332.08 feet
East 3,053.72 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 452.04 feet along Lot 4 of this subdivision to a 1/2 inch pipe; thence,
2. 89° 06' 30" 205.75 feet along Lot 8 of Groves Subdivision to a 1/2 inch pipe; thence,
3. 180° 00' 429.37 feet along Lot 2 of this subdivision to a 1/2 inch pipe; thence,
4. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision on a curve to the right with a radius of 440.00 feet and a central angle of 19° 44' 36", the chord azimuth and distance being
260° 07' 42" 150.87 feet to a 1/2 inch pipe; thence,
5. 270° 00' 57.09 feet along the same to the point of beginning and containing an area of 2.111 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "A" for access purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the southwest corner of this easement and Lot 3 of this subdivision, the coordinates of said point of beginning being

North 9,876.84 feet
East 2,735.23 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 180° 00' 24.00 feet along Lot 2 of this subdivision to a 1/2 inch pipe; thence,
2. 269° 06' 30" 205.75 feet along over and across Lot 3 of this subdivision to a point; thence,
3. 00° 00' 24.00 feet along Lot 4 of this subdivision to a 1/2 inch pipe; thence,
4. 89° 06' 30" 205.75 feet along Lot 3 of this Groves Subdivision to the point of beginning and containing an area of 4,937 square feet.

FURTHER SUBJECT TO, HOWEVER, a portion of Easement "D-1" for drainage purposes, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the southwest corner of this easement and Lot 3 of this subdivision, the coordinates of said point of beginning being

North 9,876.84 feet
East 2,735.23 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 180° 00' 24.00 feet along Lot 2 of this subdivision to a 1/2 inch pipe; thence,

2. 269° 06' 30" 205.75 feet along over and across Lot 3 of this subdivision to a point; thence,
3. 00° 00' 24.00 feet along Lot 4 of this subdivision to a 1/2 inch pipe; thence,
4. 89° 06' 30" 205.75 feet along Lot B of this Groves Subdivision to the point of beginning and containing an area of 4,917 square feet.

BEING FURTHER SUBJECT TO, HOWEVER, an Easement "D-2" for drainage purposes, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwest corner of this easement and Lot 3 of this subdivision, and on the southerly side of Lot 22 (North Holokai Place), a road widening lot of this subdivision, the coordinates of said point of beginning being

North 10,306.21 feet
East 2,735.23 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision, on a curve to the right with a radius of 440.00 feet and a central angle of 2° 03' 44", the chord azimuth and distance being
251° 17' 16" 15.84 feet to a point; thence,
2. 00° 00' 380.04 feet over and across Lot 1 of this subdivision to a point; thence,
3. 320° 00' 38.89 feet over and across the same to a point; thence,
4. 89° 06' 30" 40.00 feet over and across the same to a point; thence,

3. 180° 00' 405.37 feet along Lot 2 of this subdivision to the point of beginning and containing an area of 6,495 square feet, more or less.

FURTHERMORE SUBJECT TO, HOWEVER, an Easement "E-5" for electrical purposes, in favor of Maui Electric Company, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeasterly corner of Lot 3 of this subdivision and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,322.08 feet
East 3,053.72 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 7.00 feet along Lot 4 of this subdivision to a point; thence,
2. 90° 00' 6.00 feet over and across Lot 3 of this subdivision to a point; thence,
3. 180° 00' 7.00 feet over and across the same to a point along Lot 22 (North Holokai Place), a roadway lot of this subdivision; thence,
4. 270° 00' 6.00 feet along Lot 22 of this subdivision to the point of beginning and containing an area of 42 square feet, more or less.

This work was prepared by me, or under my direct supervision.

EDUARDO V. VALERA, INC.

EDUARDO V. VALERA
Registered Land Surveyor
State of Hawaii Certificate No. 3026
End of description.
#1922Lt3

Lot 4
Aina O Ka Hale Pili Subdivision
Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 4 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwest corner of this lot and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,332.08 feet
East 3,053.72 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 270° 00' 55.67 feet along Lot 22 (North Holokai Place), a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the left with a radius of 260.00 feet and a central angle of 26° 23' 47", the chord azimuth and distance being 118.73 feet to a 1/2 inch pipe; thence,
3. Along Lot 5 of this subdivision on a curve to the right with a radius of 20.00 feet and a central angle of 116° 23' 47", the chord azimuth and distance being 14.00 feet to a 1/2 inch pipe; thence,
4. 00° 00' 458.11 feet along the same to a 1/2 inch pipe; thence,
5. 89° 06' 30" 200.13 feet along Lot 3 of Groves Subdivision to a 1/2 inch pipe; thence,

6. 180° 00'

452.04 feet along Lot 3 of this subdivision to the point of beginning and containing an area of 2.111 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "A" for access purposes, over and across and affecting this lot, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the southeast corner of this easement and Lot 4 of this subdivision, the coordinates of said point of beginning being

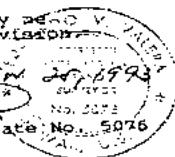
North 9,883.16 feet
East 3,141.11 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 89° 06' 30" 200.18 feet along Lot B of Groves Subdivision to a 1/2 inch pipe; thence,
2. 180° 00' 24.00 feet along Lot 3 of this subdivision to a point; thence,
3. 269° 06' 30" 200.18 feet over and across Lot 4 of this subdivision to a point; thence,
4. 00° 00' 24.00 feet along Lot 5 of this subdivision to the point of beginning and containing an area of 4,804 square feet.

This work was prepared by me or under my direct supervision
VALERA, INC.

Edgardo G. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#1922Lt4



Lot 5
Aina O Ka Hale Pili Subdivision
For, Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 5 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeasterly corner of this lot and on the southerly side of Lot 22 (North Holokai Place), the coordinates of said point of beginning being

North 10,386.73 feet
East 3,156.11 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 120.00 feet along Lot 6 of this subdivision to a 1/2 inch pipe; thence,
2. 299° 40' 362.59 feet along the same to a 1/2 inch pipe; thence,
3. 359° 13' 37" 35.09 feet along Lots 99 of Peahi Hui Partition to a found 3/4 inch pipe; thence,
4. 216° 15' 3.76 feet along the same to a 1/2 inch pipe; thence,
5. 359° 06' 37" 166.86 feet along Lot 100 of Peahi Hui Partition Lots to a found 3/4 inch pipe; thence,
6. 89° 06' 30" 335.39 feet along Lot B of Grove Subdivision to a 1/2 inch pipe; thence,
7. 180° 00' 458.11 feet along Lot 4 of this subdivision to a 1/2 inch pipe; thence,

8. Along the same on a curve to the left with a radius of 20.00 feet and a central angle of $116^{\circ} 23' 47''$, the chord azimuth and distance being

301' 48' 06.5" 34.00 feet to a 1/2 inch pipe; thence,

9. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision, on a curve to the left with a radius of 280.00 feet and a central angle of $11^{\circ} 26' 20''$, the chord azimuth and distance being

237' 53' 03" 51.82 feet to the point of beginning and containing an area of 2.299 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "A" for access purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the southwest corner of this easement and Lot 5 of this subdivision, the coordinates of said point of beginning being

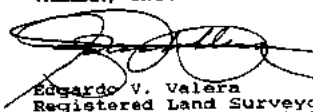
North 9,883.16 feet
East 3,141.11 feet

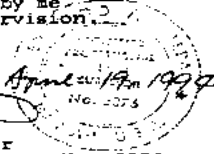
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. $180^{\circ} 00'$ 24.00 feet along Lot 4 of this subdivision to a point; thence,
2. $269^{\circ} 06' 30''$ 183.38 feet over and across Lot 5 of this subdivision to a point; thence,
3. $174^{\circ} 00'$ 139.79 feet over and across the same to a point; thence,
4. $217^{\circ} 00'$ 114.00 feet over and across the same to a point; thence,
5. $299^{\circ} 40'$ 24.20 feet along Lot 6 of this subdivision to a point; thence,

6. 37' 00' 107.64 feet over and across Lot 5 of this subdivision to a point; thence,
6. 354' 00' 156.57 feet over and across the same to a point; thence,
7. 89' 06' 30" 210.00 feet along Lot B of Groves Subdivision to the point of beginning and containing an area of 10,936 square feet, more or less.

This work was prepared by me
or under my direct supervision.
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#19221t5



Lot 6
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
 Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 6 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-84, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwesterly corner of this lot and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,386.73 feet
 East 3,156.11 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision, on a curve to the left with a radius of 260.00 feet and a central angle of 35° 39' 53", the chord azimuth and distance being
 214° 19' 56.5" 159.24 feet to a 1/2 inch pipe; thence.
2. 276° 00' 220.96 feet along Lot 7 of this subdivision to a 1/2 inch pipe; thence,
3. 359° 13' 37" 407.90 feet along Lots 98 and 99 of Peahi Hui Partition to a 1/2 inch pipe; thence,
4. 119° 40' 362.59 feet along Lot 5 of this subdivision to a 1/2 inch pipe; thence,
5. 180° 00' 120.00 feet along Lot 5 of this subdivision to the point of beginning and containing an area of 2.215 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "A", for access purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the northeast corner of this easement and Lot 6 of this subdivision, the coordinates of said point of beginning being

North 10,495.13 feet
East 3,465.67 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 359° 13' 37" 280.83 feet along Lot 98 of Peahi Hui Partition Lots to a point; thence,
2. 90° 00' 7.28 feet over and across Lot 6 of this subdivision to a point; thence,
3. 37° 00' 104.22 feet over and across the same to a point; thence,
4. 119° 40' 24.20 feet along Lot 5 of this subdivision to a point; thence,
5. 217° 00' 110.98 feet over and across Lot 6 of this subdivision to a point; thence,
6. 179° 13' 37" 268.98 feet over and across the same to a point; thence,
7. 276° 00' 24.17 feet along Lot 7 of this subdivision to the point of beginning and containing an area of 3,279 square feet, more or less.

FURTHER SUBJECT TO, HOWEVER, a portion of Easement "C" for electrical purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the northeastern corner of this easement and Lot 6 of this subdivision, the coordinates of said point of beginning being

North 10,495.13 feet
East 3,465.67 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 359° 13' 37" 283.83 feet along Lot 98 of Peahi Hui Partition Lots to a point; thence,
2. 90° 00' 7.28 feet over and across Lot 6 of this subdivision to a point; thence,
3. 135° 42' 21" 24.28 feet over and across the same to a point; thence,
4. 179° 13' 37" 268.98 feet over and across the same to a point; thence,
5. 276° 00' 24.17 feet along Lot 7 of this subdivision to the point of beginning and containing an area of 6,697 square feet, more or less.

BEING FURTHER SUBJECT TO, HOWEVER, to an Easement E-7 for electrical purposes, in favor of Maui Electric Company, Limited and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwest corner of Lot 6 and on the southerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

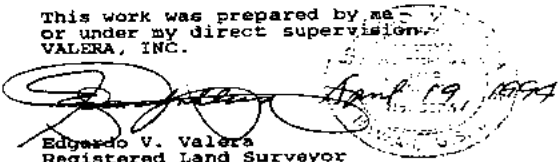
North 10,386.73 feet
East 3,156.11 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 22 (North Holokai Place) on a curve to the left with a central angle of 1° 19' 20" and a radius of 260.00 feet, the chord azimuth and distance being
231° 30' 13" 6.00 feet to a point; thence,

- | | | |
|----|--------------|--|
| 2. | 320' 50' 33" | 7.00 feet over and across Lot 6 of this subdivision to a point; thence, |
| 3. | 50' 50' 33" | 11.76 feet over and across the same to a point along Lot 5 of this subdivision; thence, |
| 4. | 180' 00' | 9.12 feet along the same to the point of beginning and containing an area of 62 square feet, more or less. |

This work was prepared by me
or under my direct supervision
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#1922Lt6

Lot 7

Aina O Ka Hale Pili Subdivision

Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 7 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwesterly corner of this lot and on the easterly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,959.58 feet

East 3,256.62 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 270° 00' 202.77 feet along Lot 8 of this subdivision to a 1/2 inch pipe; thence,
2. 359° 13' 37" 464.49 feet along Lots 97 and 98 of Peahi Hui Partition Lots to a 1/2 inch pipe; thence,
3. 96° 00' 220.96 feet along Lot 6 of this subdivision to a 1/2 inch pipe; thence,
4. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision on a curve to the left with a radius of 260.00 feet and a central angle of 16° 30', the chord azimuth and distance being
188° 15' 74.62 feet to a 1/2 inch pipe; thence,
5. 180° 00' 367.50 feet along the same to the point of beginning and containing an area of 2.149 acres, more or less.

SUBJECT TO, HOWEVER, a portion of Easement "C", for electrical purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe on the southeast corner of this easement and Lot 7 of this subdivision, the coordinates of said point of beginning being

North 10,495.13 feet
East 3,465.67 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 96° 00' 24.17 feet along Lot 6 of this subdivision to a point; thence,
2. 179° 13' 37" 268.57 feet over and across Lot 7 of this subdivision to a point; thence,
3. 269° 13' 37" 24.00 feet over and across the same to a point; thence,
4. 359° 13' 37" 271.42 feet along Lots 97 and 98 of Peahi Hui Partition to the point of beginning and containing an area of 6,480 square feet, more or less.

FURTHER SUBJECT TO, HOWEVER, a portion of Easement "B" for electrical and telephone purposes, in favor of Lots 97, 98 and 99 of Peahi Hui Partition Lots, and being more particularly described as follows:

BEGINNING at 1/2 inch pipe being the northwest corner of this easement and Lot 7, being the southwest corner of Lot 8 the easterly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,959.58 feet
East 3,256.62 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 270° 00' 202.77 feet along Lot 7 of this subdivision to a 1/2 inch pipe; thence,

- | | | |
|----|--------------|---|
| 2. | 359° 13' 37" | 193.07 feet along Lot 97 of Peahi Hui Partition Lots to a point; thence, |
| 4. | 89° 13' 37" | 10.00 feet over and across Lot 7 of this subdivision to the point; thence, |
| 5. | 179° 13' 37" | 183.20 feet over and across the same to a point; thence, |
| 6. | 90° 00' | 192.91 feet over and across the same to a point; thence, |
| 7. | 180° 00' | 10.00 feet along Lot 22 (North Holokai Place), a road way lot of this subdivision, to the point of beginning and containing an area of 3,860 square feet, more or less. |

BEING FURTHER SUBJECT TO, HOWEVER, an Easement "E-8" for electrical purposes, in favor of Maui Electric Company, Limited, and being more particularly described as follows:

BEGINNING at a point at the northwest corner of Lot 7 of this subdivision and on the easterly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,949.58 feet
East 3,256.62 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

- | | | |
|----|----------|---|
| 1. | 270° 00' | 7.00 feet over and across Lot 7 of this subdivision to a point; thence, |
| 2. | 00° 00' | 6.00 feet over and across the same to a point; thence, |
| 3. | 270° 00' | 7.00 feet over and across the same to a point; thence, |

4. 180° 00'

6.00 feet along Lot 22 (North Holokai Place), a roadway lot of this subdivision, to the point of beginning and containing an area of 42 square feet, more or less.

ALSO BEING FURTHER SUBJECT TO, HOWEVER, a portion of Easement "A" for access purposes, in favor of Lots 97 and 98 of Peahi Hui Partition and more particularly described as follows:

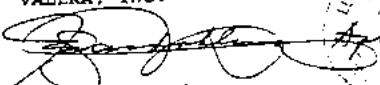
BEGINNING at 1/2 inch pipe on the southeastern corner of this easement and Lot 7 of this subdivision, the coordinates of said point of beginning being

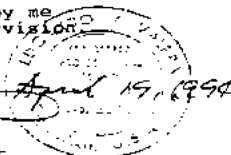
North 10,495.13 feet
East 3,465.67 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 96° 00' 24.17 feet along Lot 6 of this subdivision to a point; thence,
2. 179° 13' 37" 268.57 feet over and across Lot 7 of this subdivision to a point; thence,
3. 269° 13' 37" 24.00 feet over and across the same to a point; thence,
4. 359° 13' 37" 271.42 feet along Lots 97 and 98 of Peahi Hui Partition to the point of beginning and containing an area of 6,480 square feet, more or less.

This work was prepared by me
or under my direct supervision
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#19221t7



Lot 8
Aina O Ka Hale Pili Subdivision
Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 8 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwesterly corner of this lot and on the easterly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,959.58 feet
East 3,256.62 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 180° 00' 22.50 feet along Lot 22 (North Holokai Place), a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the right with a radius of 40.00 feet and a central angle of 43° 42' 23", the chord azimuth and distance being
201° 51' 11.5" 29.78 feet to a 1/2 inch pipe; thence,
3. Along the same on a curve to the left with a radius of 43.00 feet and a central angle of 124° 24' 23", the chord azimuth and distance being
161° 30' 11.5" 76.08 feet to a 1/2 inch pipe; thence,
4. Along Lot 25, a roadway lot of this subdivision, on a curve to the right with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being
131° 32' 16.00 feet to a 1/2 inch pipe; thence,

- | | | |
|----|--------------|--|
| 5. | 163° 46' | 165.81 feet along the same to a 1/2 inch pipe; thence, |
| 6. | 240° 15' | 240.00 feet along Lot 9 of this subdivision to a 1/2 inch pipe; thence, |
| 7. | 204° 00' | 142.12 feet along the same to a point; thence, |
| 7. | 359° 06' 37" | 333.44 feet along Lot 97 of Peahi Hui Partition Lots to a found concrete monument; thence, |
| 8. | 359° 13' 37" | 207.64 feet along the same to a 1/2 inch pipe; thence, |
| 9. | 90° 00' | 202.77 feet along Lot 7 of this subdivision to the point of beginning and containing an area of 2.039 acres, more or less. |

SUBJECT TO, HOWEVER, an Easement "E-10" for electrical purposes, in favor of Maui Electric Company, Limited, and being more particularly described as follows:

BEGINNING at a point at the southeast corner of this easement and on the northerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 11,081.57 feet
East 3,245.18 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision, on a curve to the left with a radius of 41.00 feet and a central angle of 2° 11' 04", the chord azimuth and distance being
100° 23' 32" 1.64 feet to a 1/2 inch pipe; thence,
2. Along Lot 25, a roadway lot of this subdivision, on a curve to the right with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being

- 131° 32'
3. 163° 46' 16.00 feet to a 1/2 inch pipe; thence,
135.00 feet along the same to a point;
thence,
4. 253° 46' 20.00 feet over and across Lot 8 of
this subdivision, to a point;
thence,
5. 343° 45' 15.00 feet over and across the same to
a point; thence,
6. 73° 46' 10.00 feet over and across the same to
a point; thence,
7. 343° 46' 134.27 feet over and across the same to
a point to the point of
beginning and containing an area
of 1,603 square feet, more or
less.

This work was prepared by me
or under my direct supervision
VALERA, INC.

Edgardo V. Valera
Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5016
End of description.
#1922Lts

Lot 9
Aina O Ka Hale Pili Subdivision
Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaoa, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 9 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaoa, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwesterly corner of this lot and on the northerly side of Lot 25, a roadway lot of this subdivision, the coordinates of said point of beginning being

North 11,224.03 feet
East 3,174.17 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

- | | | |
|----|-------------|--|
| 1. | 7° 13' 30" | 25.12 feet along Lot 25, a road way lot of this subdivision, to a 1/2 inch pipe; thence, |
| 2. | 159° 49' | 228.68 feet along Lot 10 of this subdivision to a 1/2 inch pipe; thence, |
| 3. | 54° 30' | 47.33 feet along the same to a 1/2 inch pipe; thence, |
| 4. | 93° 38' 30" | 158.42 feet along the same to a 1/2 inch pipe; thence, |
| 5. | 82° 05' | 65.00 feet along the same to a 1/2 inch pipe; thence, |
| 6. | 34° 48' | 60.00 feet along the same to a 1/2 inch pipe; thence, |
| 7. | 15° 30' | 206.46 feet along Lots 10 and 11 of this subdivision to a 1/2 inch pipe; thence, |
| 8. | 148° 38' | 335.01 feet along land owned by State of Hawaii to a point; thence, |

Along "shoreline" as evidenced by the high wash of waves and as established from aerial photographs by the State Surveyor, the chord azimuths and distances for the next four (4) courses being

- | | | |
|-----|--------------|--|
| 9. | 226° 00' | 225.00 feet to a point; thence, |
| 10. | 244° 52' | 91.33 feet to a point; thence, |
| 11. | 258° 55' | 295.00 feet to a point; thence, |
| 12. | 228° 15' | 444.00 feet to a point; thence, |
| 13. | 359° 06' 37" | 230.00 feet along State of Hawaii to a point; thence, |
| 14. | 359° 06' 37" | 269.76 feet along Lot 97 of Peahi Hui Partition to a point; thence, |
| 15. | 24° 00' | 142.12 feet along Lot 8 of this subdivision to a 1/2 inch pipe; thence, |
| 16. | 60° 15' | 240.00 feet along Lot 8 of this subdivision to the point of beginning and containing an area of 7.184 acres, more or less. |

TOGETHER WITH, HOWEVER, an undivided one-half (1/2) ownership of Lot 25 (Roadway Lot) for access and utility purposes as particularly described as follows:

BEGINNING at a point on the northerly side of Lot 22. (North Holokai Place) of this subdivision and the southernmost corner of this lot, the coordinates of said point of beginning being

North 11,071.51 feet
East 3,207.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

- | | |
|----|--|
| 1. | Along Lot 11 of this subdivision on a curve to the left with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being |
| | 196° 00' 16.00 feet to a 1/2 inch pipe; thence, |

2. 163' 46' 119.72 feet along the same to a 1/2 inch pipe; thence,
3. 187' 11' 30" 50.24 feet along Lots 10 and 9 of this subdivision to a 1/2 inch pipe; thence,
4. 343' 46' 165.81 feet along Lot 8 of this subdivision to a 1/2 inch pipe; thence,
5. Along the same on a curve to the left with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being
111' 32' 16.00 feet to a 1/2 inch pipe; thence,
6. Along Lot 22 of this subdivision on a curve to the right with a radius of 43.00 feet and a central angle of 51° 04', the chord azimuth and distance being
73' 46' 37.07 feet to the point of beginning and containing an area of 3,087 square feet, more or less.

This work was prepared by me
or under my direct supervision.
WASRA, INC.

Eduardo V. Valera
Eduardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 3076
End of description.
#1922Lt9

Lot 10
Aina O Ka Hale Pili Subdivision
Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 10 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeasterly corner of this lot and on the westerly side of Lot 25, a roadway lot of this subdivision, the coordinates of said point of beginning being

North 11,174.19 feet
East 3,167.85 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 73° 46' 279.93 feet along Lot 11 of this subdivision to a 1/2 inch pipe; thence,
2. 133° 32' 30" 184.94 feet along Lot 14 of this subdivision to a point; thence,
3. 195° 30' 119.10 feet along Lot 9 of this subdivision to a point; thence,
4. 214° 48' 60.00 feet along the same to a point; thence,
5. 262° 05' 65.00 feet along the same to a 1/2 inch pipe; thence,
6. 273° 38' 30" 158.42 feet along the same to a 1/2 inch pipe; thence,
7. 234° 30' 47.33 feet along the same to a 1/2 inch pipe; thence,
8. 339° 49' 228.68 feet along the same to a 1/2 pipe; thence,

9. 7° 13' 30" 25.12 feet along Lot 25, a road way lot of this subdivision, to the point of beginning and containing an area of 2.060 acres, more or less.

TOGETHER WITH, HOWEVER, an undivided one-half (1/2) ownership of Lot 25 (Roadway Lot) for access and utility purposes, being more particularly described as follows:

BEGINNING at a point on the northerly side of Lot 22, (North Holokai Place) of this subdivision and the southernmost corner of this lot, the coordinates of said point of beginning being

North 11,071.51 feet
East 3,207.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

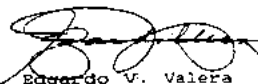
1. Along Lot 11 of this subdivision on a curve to the left with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being
16° 00' 16.00 feet to a 1/2 inch pipe; thence,
2. 163° 46' 119.72 feet along the same to a 1/2 inch pipe; thence,
3. 187° 13' 30" 50.24 feet along Lots 10 and 9 of this subdivision to a 1/2 inch pipe; thence,
4. 143° 46' 165.81 feet along Lot 8 of this subdivision to a 1/2 inch pipe; thence,
5. Along the same on a curve to the left with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being
311° 32' 16.00 feet to a 1/2 inch pipe; thence,

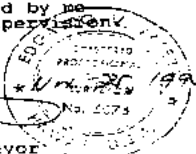
6. Along Lot 22 of this subdivision on a curve to the right with a radius of 43.00 feet and a central angle of $51^{\circ} 04'$, the chord azimuth and distance being

$253^{\circ} 46'$

17.07 feet to the point of beginning and containing an area of 3.087 square feet, more or less.

This work was prepared by me
or under my direct supervision.
VALERA, INC.


Eduardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#1922LT10



Lot 11
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui
 Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 11 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeasterly corner of this lot and on the westerly side of Lot 25, a roadway lot of this subdivision, the coordinates of said point of beginning being

North 11,174.19 feet
 East 3,167.85 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 343° 46' 119.72 feet along Lot 25, a road way lot of this subdivision, to a 1/2 inch pipe; thence,
2. Along the same on a curve to the right with a radius of 15.00 feet and a central angle of 64° 28', the chord azimuth and distance being
 16° 00' 16.00 feet to a 1/2 inch pipe; thence,
3. Along Lot 22 (North Hoiokai Place), a roadway lot of this subdivision with on a curve to the left with a radius of 43.00 feet and a central angle of 91° 36' 23", the chord azimuth and distance being
 2° 15' 48.5" 61.83 feet to a 1/2 inch pipe; thence,
4. Along the same on a curve to the right with a radius of 40.00 feet and a central angle of 43° 42' 23", the chord azimuth and distance being
 338° 08' 48.5" 29.78 feet to a 1/2 inch pipe; thence,

5. 0' 00' 126.89 feet along the same to a 1/2 inch pipe; thence,
6. 77' 09' 220.00 feet along Lot 12 of this subdivision to a 1/2 inch pipe; thence,
7. 163' 50' 330.38 feet along Lot 14 of this subdivision to a 1/2 inch pipe; thence,
8. 253' 46' 279.93 feet along Lot 10 of this subdivision to the point of beginning and containing an area of 2.00 acres, more or less.

SUBJECT TO, HOWEVER, an Easement "D-6" for drainage purposes, in favor of Aina O Ka Hale Pili Homeowners Association, being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeast corner of this easement and Lot 11 of this subdivision, and on the westerly side of Lot 25, a roadway lot of this subdivision, the coordinates of said point of beginning being

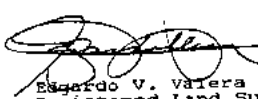
North 11,174.19 feet
East 3,167.85 feet

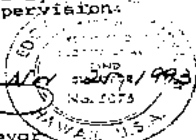
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 343' 46' 119.72 feet along Lot 25, a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the right with a radius of 15.00 feet and a central angle of 54' 28", the chord azimuth and distance being
16' 00' 16.00 feet to a point; thence,
3. Along Lot 22 (North Holokai Road), a roadway lot of this subdivision on a curve to the left with a radius of 43.00 feet and a central angle of 10' 00' 36", the chord azimuth and distance being
43' 13' 32" 7.51 feet to a point; thence,

- | | | |
|----|----------|---|
| 4. | 163' 46' | 122.07 feet over and across Lot 11 of this subdivision to a point; thence, |
| 5. | 73' 46' | 245.00 feet over and across the same to a point; thence, |
| 6. | 163' 46' | 15.00 feet over and across the same to a point; thence, |
| 7. | 253' 46' | 260.00 feet along Lot 10 of this subdivision to the point of beginning and containing an area of 3,633 square feet, more or less. |

This work was prepared by me
or under my direct supervision:
VALERA, INC.


Eduardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#19221t11



Lot 12
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 1430, Ap. 1 to Mrs. Elmira M. Kahananui
 Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 12 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 1430, Apana 1 to Mrs. Elmira M. Kahananui, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwesterly corner of this lot and on the northerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,372.99 feet
 East 3,016.63 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 180° 00' 266.58 feet along Lot 11 of this subdivision to a 1/2 inch pipe: thence,
2. 157° 34' 50" 168.08 feet along the same to a 1/2 inch pipe: thence,
3. 257° 09' 270.39 feet along Lots 14 and 11 of this subdivision to a 1/2 inch pipe: thence,
4. 0° 00' 263.11 feet along Lot 22 (North Holokai Place), a roadway lot of this subdivision to a 1/2 inch pipe: thence,
5. Along the same on a curve to the right with a radius of 220.00 feet and a central angle of 84° 47' 03", the chord azimuth and distance being
 42° 23' 31.5" 296.65 feet to a to the point of beginning and containing an area of 2.00 acres, more or less.

SUBJECT TO, HOWEVER, Easement "E-6" for electrical purposes in favor of Maui Electric Company, Limited, and being more particularly described as follows:

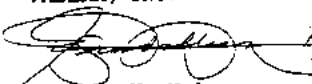
BEGINNING at a 1/2 inch pipe at the southwest corner of Lot 12 and on the northerly side of Lot 22 (North Holokai Place), a roadway lot of this subdivision, the coordinates of said point of beginning being

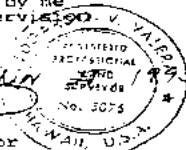
North 10,372.99 feet
East 1,016.63 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 180° 00' 7.00 feet along Lot 13 of this subdivision to a point; thence,
2. 270° 00' 6.00 feet over and across Lot 12 of this subdivision to a point; thence,
3. 00° 00' 6.37 feet over and across the same to a point along Lot 22 (North Holokai Place), a roadway lot of this subdivision; thence,
4. Along Lot 22 (North Holokai Place) on a curve to the right with a radius of 220.00 feet and a central angle of 1° 34' 17", the chord azimuth and distance being
83° 59' 54.5" 6.03 feet along the same to the point of beginning and containing an area of 40 square feet, more or less.

This work was prepared by me
or under my direct supervision
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of Description.
#1922Lt12



Lot 13
Aina O Ka Hale Pili Subdivision
por. Gr. 1430, Ap. 1 to Mrs. Elmira M. Kahananui and
Gr. 160 to Charles R. Bishop
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 13 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being portions of Grant 1430, Apana 1 to Mrs. Elmira M. Kahananui and Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeasterly corner of this lot and on the northerly side of Lot 22 (North Holokai Place) of this subdivision, the coordinates of said point of beginning being

North 10,372.99 feet
East 3,016.63 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 90° 00' 112.76 feet along Lot 22 (North Holokai Place), a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the left with a radius of 480.00 feet and a central angle of 4° 45' 03", the chord azimuth and distance being
87° 17' 28.5" 39.79 feet to a 1/2 inch pipe; thence,
3. Along the same and Lot 23 (Hale Pili Way), a roadway lot of this subdivision on a curve to the right with a radius of 30.00 feet and a central angle of 94° 45' 03", the chord azimuth and distance being
132° 37' 28.5" 44.15 feet to a 1/2 inch pipe; thence,
4. 180° 00' 31.75 feet along Lot 23 (Hale Pili Way) of this subdivision to a 1/2 inch pipe; thence,

5. Along the same on a curve to the left with a radius of 270.00 feet and a central angle of 37° 41' 17", the chord azimuth and distance being
 161° 09' 21.5" 174.42 feet to a 1/2 inch pipe; thence,
6. Along Lot 14 of this subdivision on a curve to the right with a radius of 15.00 feet and a central angle of 60° 41' 17", the chord azimuth and distance being
 172° 39' 21.5" 15.16 feet to a 1/2 inch pipe; thence,
7. 203° 00' 141.13 feet along the same to a 1/2 inch pipe; thence,
8. 257° 09' 147.73 feet along the same to a 1/2 inch pipe; thence,
9. 337° 34' 50" 168.08 feet along Lot 12 of this subdivision to a 1/2 inch pipe; thence,
10. 0° 00' 266.58 feet along the same to the point of beginning and containing an area of 2.001 acres, more or less.

SUBJECT TO, HOWEVER, an Easement "D-5" for drainage purposes, in favor of Aina O Ka Hale Pili Homeowners Association and more particularly described as follows:

BEGINNING at a point on the westerly side of this easement and on the easterly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

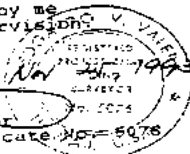
North 10,513.47 feet
 East 2,804.54 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence.

1. Along Lot 23 (Hale Pili Way), a road way lot of this subdivision, on a curve to the left with a radius of 270.00 feet and a central angle of 4° 14' 43", the chord azimuth and distance being
 166° 44' 20.00 feet to a point: thence.
2. 254° 44' 45.00 feet over and across Lot 13 of this subdivision, to a point: thence.
3. 344° 44' 20.00 feet over and across the same to a point: thence.
4. 74° 44' 45.00 feet over and across the same to the point of beginning and containing an area of 900 square feet, more or less.

This work was prepared by me
 or under my direct supervision
 VALESA, INC.

Edgardo W. Valera
 Edgardo W. Valera
 Registered Land Surveyor
 State of Hawaii Certificate No. 5076
 End of description.
 #1922Lt13



Lot 14
Aina O Ka Hale Pili Subdivision
Forss. Tr. 5430, Ap. 1 to Mrs. Elmira M. Kahananui and
Gr. 160 to Charles R. Bishop
Peahi, Waia, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 14 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-3-04, and Lot A of Groves Subdivision, being portions of Grant 1430, Apana 1 to Mrs. Elmira M. Kahananui and Grant 160 to Charles R. Bishop, situate at Peahi, Waia, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwesterly corner of this lot and on the northerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10.651.55 feet
East 2.723.58 feet

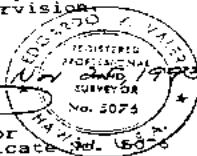
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"): thence,

1. Along Lot 15 of this subdivision on a curve to the left with a radius of 13.00 feet and a central angle of 109° 22' 10", the chord azimuth and distance being
257° 41' 08.5" 14.13 feet to a 1/2 inch pipe; thence,
2. 200° 30' 114.30 feet along the same to a 1/2 inch pipe; thence,
3. 163° 30' 197.25 feet along the same to a 1/2 inch pipe; thence,
4. Along top of said land owned by State of Hawaii, the chord azimuth and distance being
258° 40' 30" 74.39 feet to a 1/2 inch pipe; thence,
5. 195° 30' 57.16 feet along Lot 9 of this subdivision to a point; thence,
6. 213° 32' 30" 184.34 feet along Lot 10 of this subdivision to a 1/2 inch pipe; thence,

7. 343° 50' 330.38 feet along Lot 11 of this subdivision to a point; thence,
8. 77° 09' 198.62 feet along the Lots 12 and 13 to a 1/2 inch pipe; thence,
9. 23° 00' 141.13 feet along Lot 13 of this subdivision to a 1/2 inch pipe; thence,
10. Along the same on a curve to the left with a radius of 15.00 feet and a central angle of 50° 41' 17", the chord azimuth and distance being 352° 39' 21.5" 15.16 feet to a 1/2 inch pipe; thence.
11. Along Lot 23 (Hale Pili Way), a roadway lot of this subdivision on a curve to the left with a radius of 270.00 feet and a central angle of 9° 56' 30", the chord azimuth and distance being 137° 20' 28" 46.79 feet to the point of beginning and containing an area of 2.061 acres, more or less.

This work was prepared by me
or under my direct supervision.
VALERA, INC.

Edgardo V. Valera
Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate
End of description.
#1922Lt14



Lot 15
Aina O Ka Hale Pili Subdivision
Por. Gr. 160 to Charles R. Bishop
Peahi, Uaou, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 15 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaou, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeasterly corner of this lot and on the northerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,651.55 feet
East 2,723.58 feet

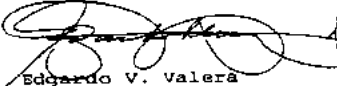
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

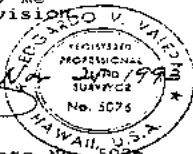
1. Along Lot 23 (Hale Pili Way), a roadway lot of this subdivision on a curve to the left with a radius of 270.00 feet and a central angle of 42° 22' 13", the chord azimuth and distance being
111' 11" 06.5" 195.15 feet to a 1/2 inch pipe; thence,
2. 183' 20' 414.97 feet along Lot 18 of this subdivision to a 1/2 inch pipe; thence,
3. Along top of pali of land owned by State of Hawaii, the chord azimuth and distance being
262' 05' 113.26 feet to a 1/2 inch pipe; thence,
4. 143' 20' 197.95 feet along Lot 14 of this subdivision to a 1/2 inch pipe; thence,
5. 23' 00' 124.30 feet along the same to a 1/2 inch pipe; thence,

6. Along the same on a curve to the right with a radius of 15.00 feet and a central angle of 109° 22' 13", the chord azimuth and distance being

77° 41' 06.5" 24.48 feet to the point of beginning and containing an area of 2.003 acres, more or less.

This work was prepared by me
or under my direct supervision
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5056
End of description.
#1922Lc15



Lot 16

Aina O Ka Hale Pili Subdivision
Pers. Gr. 3430, Ap. 1 to Mrs. Elmira M. Kahananui and
Gr. 160 to Charles R. Bishop
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 16 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 13 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being portions of Grant 3430, Apana 1 to Mrs. Elmira M. Kahananui and Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwest corner of this lot and on the southerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,682.07 feet
East 2,495.06 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 270° 00' 46.56 feet along Lot 23 (Hale Pili Way), a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the right with a radius of 230.00 feet and a central angle of 90° 00', the chord azimuth and distance being
315° 00' 125.27 feet to a 1/2 inch pipe; thence,
3. 00° 00' 66.07 feet along the same to a 1/2 inch pipe; thence,
4. Along the same on a curve to the right with a radius of 30.00 feet and a central angle of 73° 36' 05", the chord azimuth and distance being
16° 58' 02.5" 36.08 feet to a 1/2 inch pipe; thence.

5. Along Lot 22 (North Holokai Place), a roadway lot of this subdivision on a curve to the left with a radius of 484.00 feet and a central angle of 25° 29' 47", the chord azimuth and distance being

- | | |
|-----------------|---|
| 61° 11' 11.5" | 213.60 feet to a 1/2 inch pipe; thence, |
| 6. 138° 26' 18" | 7.82 feet along Lot 26, a road widening lot of this subdivision, to a 1/2 inch pipe; thence, |
| 7. 110° 29' | 40.57 feet along the same and North Holokai Road to a 1/2 inch pipe; thence, |
| 8. 157° 02' 10" | 62.82 feet along Lot 17 of this subdivision to a 1/2 inch pipe; thence, |
| 9. 180° 00' | 349.96 feet along the same to the point of beginning and containing an area of 2.101 acres, more or less. |

SUBJECT TO, HOWEVER, an Easement "E-3" for electrical purposes, in favor of Maui Electric Company, and more particularly described as follows:

BEGINNING at a point on the northerly side of Lot 16 and the southerly side of Lot 23 (Hale Pili Way), a road way lot of this subdivision, the coordinates of said point of beginning being

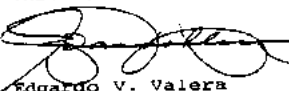
North 10,624.00 feet
East 2,694.40 feet

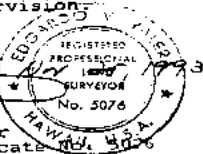
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 23 (Hale Pili Way), a road way lot of this subdivision on a curve to the right with a central angle of 1° 29' 40" and a radius of 230.00 feet, the chord azimuth and distance being
- | | |
|--------------|-------------------------------|
| 312° 22' 13" | 6.00 feet to a point; thence, |
|--------------|-------------------------------|

- | | | |
|----|--------------|--|
| 2. | 42' 22' 13" | 7.00 feet over and across Lot 16 of this subdivision to a point; thence, |
| 3. | 132' 22' 13" | 6.00 feet over and across the same to a point; thence, |
| 4. | 222' 22' 13" | 7.00 feet over and across the same to the point of beginning and containing an area of 42 square feet, more or less. |

This work was prepared by me
or under my direct supervision.
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 5076
End of description.
#1922Lt16



Lot 17
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 160 to Charles R. Bishop
 Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 17 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northwesterly corner of this lot and on the southerly side of Lot 23 (Hale Pili Way) of this subdivision, the coordinates of said point of beginning being

North 10,677.30 feet
 East 2,295.05 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 23 (Hale Pili Way), a roadway lot of this subdivision, on a curve to the right with a radius of 40.00 feet and a central angle of 28° 15' 52", the chord azimuth and distance being
 255° 52' 04" 19.53 feet to a 1/2 inch pipe; thence,
2. 270° 00' 181.08 feet along the same to a 1/2 inch pipe; thence,
3. 00° 00' 349.96 feet along Lot 16 of this subdivision to a 1/2 inch pipe; thence,
4. 337° 03' 20" 62.82 feet along the same to a 1/2 inch pipe; thence,
5. 20° 29' 12.10 feet along North Holokai Road to a 1/2 inch pipe; thence,
6. Along Lot 27, a road widening lot of this subdivision on a curve to the left with a radius of 43.00 feet and a central angle of 91° 52' 44", the chord azimuth and distance being

- | | | |
|-----|--------------|---|
| | 20' 29' | 61.80 feet to a 1/2 inch pipe; thence, |
| 7. | 20' 29' | 87.55 feet along North Holckai Road to a 1/2 inch pipe; thence, |
| 8. | 113' 15' 25" | 159.85 feet along Lot 1 of this subdivision to a 1/2 inch pipe; thence, |
| 9. | 182' 21' | 210.41 feet along Lot 29, a road widening lot of this subdivision, to a 1/2 inch pipe; thence, |
| 10. | 100' 19' | 30.29 feet along the same and Kamau Road to a 1/2 inch pipe; thence, |
| 11. | 180' 00' | 275.50 feet along Lot 21 of this subdivision to the point of beginning and containing an area of 2.295 acres, more or less. |

SUBJECT TO HOWEVER, Easement "E-9" for electrical purposes, in favor of Maui Electric Company, and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe at the northwest corner of Lot 17 and on the southerly side of Lot 23 (Hale Pili Way), a road way lot of this subdivision, the coordinates of said point of beginning being

North 10,677.30 feet
East 2,295.05 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 23 (Hale Pili Way), a road way lot of this subdivision, on a curve to the right with a radius of 40.00 feet and a central angle of 9' 22' 37", the chord azimuth and distance being

246' 25' 26.5"	6.55 feet to a point; thence,
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2. 00' 00' 9.62 feet over and across Lot 17 of this subdivision to a point; thence,

3. 90° 00' 6.00 feet over and across the same to a point; thence,
4. 180° 00' 7.00 feet along Lot 21 of this subdivision to a point to the point of beginning and containing an area of 50 square feet, more or less.

FURTHER SUBJECT TO, HOWEVER, an Easement "D-3" for drainage purposes, in favor of Aina O Ka Hale Pili Homeowners Association and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeast corner of this easement and Lot 17 of this subdivision and on the westerly side of North Holokai Road, the coordinates of said point of beginning being

North 10,123.03 feet
East 2,461.08 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 113° 15' 26" 159.85 feet along Lot 1 of this subdivision to a 1/2 inch pipe; thence,
2. 182° 21' 16.06 feet along Lot 29, a road widening lot of this subdivision, to a point; thence,
3. 291° 13' 26" 154.86 feet over and across the Lot 17 of this subdivision to a point; thence,
4. 20° 29' 15.02 feet along North Holokai Road to the point of beginning and containing an area of 2,435 square feet, more or less.

This work was prepared by me
or under my direct supervision
VALERA, INC.

[Signature]
Eduardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 15096
End of description.
#1922Ltl7



Lot 18
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 160 to Charles R. Bishop
 Peahi, Uaou, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 18 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaou, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southwesterly corner of this lot and on the northerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,722.07 feet
 East 2,322.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 182° 30' 370.85 feet along Lot 19 of this subdivision to a 1/2 inch pipe; thence,
 Along the top of pali of land owned by the State of Hawaii, the chord azimuth and distance for the next three (3) courses being
2. 257° 23' 64.52 feet to a 1/2 inch pipe; thence,
3. 259° 30' 151.92 feet to a 1/2 inch pipe; thence,
4. 262° 05' 14.39 feet to a 1/2 inch pipe; thence,
5. 3° 20' 414.97 feet along Lot 15 of this subdivision to a 1/2 inch pipe; thence,
6. 90° 00' 213.65 feet along Lot 23 (Hale Pili Way), a roadway lot of this subdivision to the point of beginning and containing an area of 2.001 acres, more or less.

SUBJECT TO, HOWEVER, an Easement "E-4" for electrical purposes, in favor of Maui Electric Company, Limited, and more particularly described as follows:

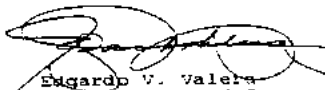
BEGINNING at a 1/2 inch pipe on the southwest corner of Lot 18 of this subdivision and on the northerly side of Lot 23 (Hale Pili Way), a roadway lot, the coordinates of said point of beginning being

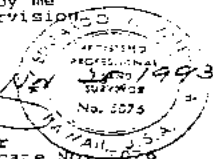
North 10,722.07 feet
East 2,322.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 182° 30' 7.01 feet along Lot 19 of this subdivision to a point; thence,
2. 270° 00' 5.69 feet over and across Lot 18 of this subdivision to a point; thence,
3. 00° 00' 7.00 feet over and across the same to a point; thence,
4. 90° 00' 6.00 feet along Lot 23 (Hale Pili Way), a roadway lot of this subdivision, to the point of beginning and containing an area of 41 square feet, more or less.

This work was prepared by me or under my direct supervision, VALERA, INC.


Edgar V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 1922
End of description.
#1922Lt18



Lot 19
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 160 to Charles R. Bishop
 Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 19 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the southeasterly corner of this lot and on the northerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

North 10,722.07 feet
 East 2,322.98 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 90° 00' 8.99 feet along Lot 23 (Hale Pili Way), a roadway lot of this subdivision to a 1/2 inch pipe; thence,
2. Along the same on a curve to the right with a central angle of 43° 42' 23" and a radius of 40.00 feet, the chord azimuth and distance being
 111° 51' 11.5" 29.78 feet to a 1/2 inch pipe; thence,
3. Along the same on a curve to the left with a central angle of 60° 46' 45" and a radius of 43.00 feet, the chord azimuth and distance being
 103° 19' 00.5" 43.51 feet to a 1/2 inch pipe; thence,
4. 129° 00' 147.04 feet along Lot 20 of this subdivision to a 1/2 inch pipe; thence,
5. 115° 30' 473.07 feet along the same to a point; thence,

Along the centerline of Uaoa Stream, the chord azimuth and distance for the next three (3) courses being

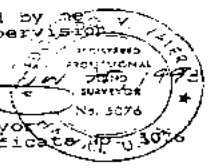
6. 242° 12' 66.04 feet to a point; thence,
7. 171° 40' 69.27 feet to a point; thence,
8. 108° 52' 127.74 feet to a point; thence,
9. Over and across Uaoa Stream, the chord azimuth and distance being

198° 58' 30" 103.91 feet to a 1/2 inch pipe; thence,

Along the top of Pali, land owned by State of Hawaii, the chord azimuth and distance for the next four (4) courses being

10. 260° 12' 108.80 feet to a point; thence,
11. 299° 18' 257.90 feet to a point; thence,
12. 292° 07' 265.13 feet to a point; thence,
13. 257° 23' 99.79 feet to a point; thence,
14. 2° 30' 370.85 feet along Lot 13 of this subdivision to the point of beginning and containing an area of 4.243 acres, more or less.

This work was prepared by me
or under my direct supervision
Valera, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate No. 01016
End of description.
#1922Lt19

Lot 20
 Aina O Ka Hale Pili Subdivision
 Por. Gr. 160 to Charles R. Bishop
 Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 20 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 15 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeasterly corner of this lot on and southerly side of Lot 23 (Hale Pili Way) of this subdivision, the coordinates of said point of beginning being

North 10,659.52 feet
 East 2,262.87 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 21 of this subdivision on a curve to the right with a radius of 15.00 feet and a central angle of 98° 20' 08", the chord azimuth and distance being
 110° 49' 56" 22.70 feet along Lot 21 of this subdivision to a 1/2 inch pipe; thence,
2. 00° 00' 30.00 feet along the same to a 1/2 inch pipe; thence,
3. 90° 00' 139.99 feet along the same to a 1/2 inch pipe; thence,
4. 102° 14' 45" 527.59 feet along the same to a point; thence,

Along the centerline of Uaea Stream, the chord azimuth and distance for the next four (4) courses being

5. 182° 37' 149.00 feet to a point; thence,
6. 192° 53' 76.52 feet to a point; thence,
7. 229° 26' 35.69 feet to a point; thence,

8. 234° 32' 110.97 feet to a point; thence,
9. 295° 30' 473.07 feet over and across Uaea Stream and along Lot 19 of this subdivision to a 1/2 inch pipe; thence,
10. 309° 00' 147.04 feet along Lot 19 of this subdivision to a 1/2 inch pipe; thence,
11. Along Lot 23 (Hale Pili Way) of this subdivision on a curve to the left with a radius of 43.00 feet and a central angle of 171° 15' 46", the chord azimuth and distance being
 147° 17' 30" 85.75 feet to the point of beginning and containing an area of 5.162 acres, more or less.

SUBJECT TO HOWEVER, an Easement "D-4" for drainage purposes, in favor of Aina O Ka Hale Pili Homeowners Association and being more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeast corner of this easement and Lot 20 of this subdivision, and on the westerly side of Lot 23 (Hale Pili Way), a roadway lot of this subdivision, the coordinates of said point of beginning being

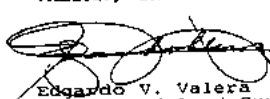
North 10,743.17 feet
 East 2,244.01 feet

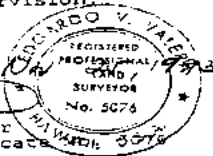
referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. Along Lot 23 (Hale Pili Way), a road way lot of this subdivision on a curve to the left with a radius of 43.00 feet and a central angle of 21° 30' 45", the chord azimuth and distance being
 62° 00' 15.5" 16.30 feet to a point; thence,
2. 129° 30' 138.30 feet over and across Lot 20 of this subdivision, to a point; thence,

- | | | |
|----|----------|---|
| 3. | 115' 30' | 208.22 feet over and across the same to a point; thence, |
| 4. | 205' 20' | 15.00 feet over and across the same to a point; thence, |
| 5. | 295' 30' | 210.00 feet along Lot 19 of this subdivision to a 1/2 inch pipe; thence, |
| 6. | 309' 00' | 147.04 feet along the same to the point of beginning and containing an area of 5,273 square feet, more or less. |

This work was prepared by me
or under my direct supervision.
VALERA, INC.


Edgardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate
End of description.
#1922Lt20



Lot 21
Aina O Ka Hale Pili Subdivision
For. Gr. 160 to Charles R. Bishop
Peahi, Uaea, Hamakualoa, Maui, Hawaii

ALL OF THAT CERTAIN PARCEL OF LAND known as Lot 21 of Aina O Ka Hale Pili Subdivision, the consolidation and resubdivision of Parcel 13 of Tax Map Key, Second Division, 2-8-04, and Lot A of Groves Subdivision, being a portion of Grant 160 to Charles R. Bishop, situate at Peahi, Uaea, Hamakualoa, Island and County of Maui, State of Hawaii, and more particularly described as follows:

BEGINNING at a 1/2 inch pipe on the northeasterly corner of this lot and on the southerly side of Lot 23 (Hale Pili Way) of this subdivision, the coordinates of said point of beginning being

North 10,677.30 feet
East 2,295.05 feet

referred to Government Survey Triangulation Station "KAPUAI" and running by azimuths measured clockwise from true South (meridian of said "KAPUAI"); thence,

1. 00° 00' 275.80 feet along Lot 17 of this subdivision to a 1/2 inch pipe; thence,
2. 100° 19' 10.10 feet along Lot 30, a road widening lot of this subdivision to a 1/2 inch pipe; thence,
3. 2° 21' 71.61 feet along the same to a 1/2 inch pipe; thence,
4. 90° 00' 629.20 feet along Lot 15-A of Hui Kuai Peahi Partition to a 1/2 inch pipe; thence,
5. 350° 51' 71.50 feet along the same to a 1/2 inch pipe; thence,
6. 90° 00' 57.33 feet along the same to a point on the centerline of Uaea Stream; thence,

Along the centerline of Uaea Stream, the chord azimuth and distance for the next four (4) courses being

7. 164° 15' 46.87 feet to a point; thence,

8. 156' 20' 147.08 feet to a point; thence,
9. 162' 28' 134.00 feet to a point; thence,
10. 195' 12' 130.75 feet to a point; thence,
11. 282' 14' 45" 587.59 feet over and across Uaea Stream and along Lot 20 of this subdivision to a 1/2 inch pipe; thence,
12. 270' 00' 189.99 feet along Lot 20 of this subdivision to a 1/2 inch pipe; thence,
13. 180' 00' 80.00 feet along the same to a 1/2 inch pipe; thence,
14. Along the same on a curve to the left with a radius of 15.00 feet and a central angle of 98° 20' 08", the chord azimuth and distance being 130° 49' 56" 22.70 feet to a 1/2 inch pipe; thence,
15. Along Lot 23 (Hale Pili Way), a roadway lot of this subdivision on a curve to the left with a radius of 43.00 feet and a central angle of 35° 22' 15", the chord azimuth and distance being 243° 58' 44.5" 26.13 feet to a 1/2 inch pipe; thence,
16. Along the same on a curve to the right with a radius of 40.00 feet and a central angle of 15° 26' 31", the chord azimuth and distance being 234° 00' 52.5" 10.75 feet to the point of beginning and containing an area of 4.958 acres, more or less.

SUBJECT TO HOWEVER, an Easement "H", a five (5) feet wide trail reserve for access purposes, in favor of the County of Maui. Its location will be delineated and approved by the County of Maui.

This work was prepared by me
or under my direct supervision
VALERA, INC.

Eduardo V. Valera
Eduardo V. Valera
Registered Land Surveyor
State of Hawaii Certificate
End of description.
#1922Lt21



Said Easement H is more particularly described as follows:

Beginning at Kamau Road, (1) the trail follows along the mauka (south) boundary of Lot 21 for approximately 220 feet until it reaches the top break of gulch, then (2) turns makai (north) following the top break for approximately 120 feet where it then (3) turns down (west) to begin its descent to Uaoa Stream. After a few steps down (4) the trail then heads makai (north) down the slope for approximately 100 feet then (5) turn down (west) again until after a few more steps it reaches a switchback which (6) turns mauka (south) still heading down the slope for approximately 110 feet where it (7) switches back makai (north) for approximately 180 feet then (8) turns down (west) for approximately 80 feet until it reaches a level area on the slope. The trail (9) then switches back mauka (south) on a more gradual incline through patches of fern for approximately 200 feet where it (10) meets with the existing "fishermen's" trail which continues mauka (north) until it comes to a large mango tree and a few paces after three posts at which point (11) the trail enters the Uaoa Stream bed. (The trail crosses the Uaoa Stream to continue its way to the ocean.)

**BYLAWS
OF
'ĀINA O KA HALE PILI COMMUNITY ASSOCIATION**

**ARTICLE I
DEFINITIONS**

Section 1. "Architectural Committee" shall have the meaning set forth in the Declaration.

Section 2. "Articles" shall mean the Articles of Incorporation of the Association, as the same may be from time to time hereafter duly amended.

Section 3. "Board" or "Board of Directors" shall mean the Board of Directors of the Corporation.

Section 4. "Capital Improvement Fund" shall have the meaning set forth in Section 4 of Article VII hereof.

Section 5. "Common Area" shall have the meaning set forth in the Declaration.

Section 6. "Corporation" shall mean the 'Āina O Ka Hale Pili Community Association, a Hawaii nonprofit corporation.

Section 7. "Declarant" shall mean Pili Hale Associates, a Hawaii general partnership, its successors and assigns, and such person to whom Pili Hale Associates may assign its rights as "Declarant" in accordance with the terms of the Declaration. (For purposes of this definition of "Declarant", Pili Hale Associates's "successors and assigns" shall not include any person who purchases a Lot from Pili Hale Associates, unless the rights of "Declarant" have been expressly assigned in writing to such person.)

Section 8. "Declaration" shall mean that certain Declaration of Covenants, Conditions and Restrictions of 'Āina O Ka Hale Pili Subdivision dated _____, executed by Declarant and recorded at the Bureau of Conveyances of the State of Hawaii as Document No. _____, as the same may be amended or supplemented from time to time as therein provided, the provisions of which Declaration, as amended, are hereby incorporated into and made a part of these Bylaws.

Section 9. "Improvements" shall have the meaning set forth in the Declaration.

Section 10. "Lot" shall have the meaning set forth in the Declaration.

Section 11. "Lot Area" shall have the meaning set forth in the Declaration.

Section 12. "Member" shall mean "owner," as the term "Owner" is defined in the Declaration.

Section 13. "Operating Fund" shall have the meaning set forth in Section 1 of Article VII of these Bylaws.

Section 14. "Person" shall mean any person, individual or entity (including, without limitation, any trustee, mortgagee, personal representative, corporation (profit or nonprofit), partnership, joint venture or trust).

Section 15. "Subdivision" shall mean the 'Āina O Ka Hale Pili Subdivision situated at Peahi, Island and County of Maui, State of Hawaii.

Section 16. All other words in these Bylaws with an initial capital letter shall, unless otherwise provided for herein, have the same meaning given them in the Declaration.

Section 17. Whenever these Bylaws refer to a stated percentage of the "total votes of all members of the Corporation," such percentage shall refer to the percentage of the aggregate votes held by all Class A and Class B members of the Corporation whose voting rights are not suspended at the time the vote is being conducted. Whenever these Bylaws refer to a stated percentage of "votes present at a [for the] meeting," such percentage shall refer to the percentage of the aggregate votes held by all Class A and Class B members of the Corporation whose voting rights are not suspended, and who are present (in person or by proxy) at the meeting of the members at which such vote is conducted.

Section 18. All references to "President," "Vice President," "Secretary," or "Treasurer" shall refer to, unless otherwise provided, the person elected by the Board of Directors to hold such office of the Corporation.

ARTICLE II

OFFICES, MEETINGS, SEAL AND FISCAL YEAR

Section 1. **PRINCIPAL OFFICE.** The principal office of the Corporation shall be at 700 Bishop Street, Suite 220, Honolulu, Hawaii 96813, or at such other place in the State of Hawaii, as the Board of Directors shall from time to time determine.

Section 2. **OTHER OFFICES.** The Corporation may have such other offices within the State of Hawaii as the Board of Directors may designate.

Section 3. **PLACE OF MEETINGS.** All meetings of the members and of the Board of Directors shall be held at the principal office of the Corporation or at such other place on the Island of Maui as is stated in the call for the meeting.

Section 4. **SEAL.** The Corporation may, but need not, have a corporate seal. The seal of the Corporation shall be in such form and shall bear the name of the Corporation and such other words, devices and inscriptions as the Board of Directors from time to time shall prescribe.

ARTICLE III

Section 1. QUALIFICATION; PROOF OF STATUS; CERTIFICATES.

b. No person shall exercise the rights of membership in the Corporation until satisfactory proof has been furnished to the Secretary that he, she or it is an Owner. Such proof may consist of a copy of a duly executed, acknowledged and recorded deed or title insurance policy, showing said person to be the Owner or, if an Owner has assigned such owner's rights of membership to a vendee under an agreement of sale in accordance with the provisions of the Declaration, such proof may consist of a copy of the duly executed, acknowledged and recorded agreement of sale. Any such deed, policy or agreement of sale shall be deemed conclusive in the absence of a conflicting claim based upon a later deed, policy or agreement of sale. No assignment of an Owner's membership rights to a vendee under an agreement of sale shall be effective until a true and correct copy of the recorded agreement of sale has been delivered to the Board of Directors.

d. Upon becoming an owner, each Owner shall promptly furnish to the Secretary an address ("record address") to which the Corporation may mail or deliver any and all notices, demands or documents required or permitted to be mailed or delivered by these Bylaws, the Declaration or the Articles, or by law or otherwise. In the event of an Owner's failure to furnish such address, the Owner's record address shall be deemed to be the address of the Owner's Lot. Notwithstanding an Owner's assignment of such Owner's membership rights to a vendee under an agreement of sale, all notices, demands or documents required or permitted to be mailed or delivered by these Bylaws, the Declaration or the Articles, or by law

or otherwise, may be sent to the Owner at the Owner's record address, and it shall be the Owner's responsibility to deliver or communicate such notice, demand or document to the Owner's vendee. Any notice, demand or document shall be deemed duly and properly given or sent by the Corporation if given or sent to the Owner as aforesaid, notwithstanding the failure of the Owner's vendee to receive the same.

Section 2. VOTING RIGHTS; PROXIES.

a. At any meeting of the members of the Corporation, or whenever the consent or vote of the members is required or called for under these Bylaws, the Declaration, the Articles or otherwise, each member shall be entitled to cast the number of votes assigned to and permitted to be cast by such member in accordance with the following provisions:

CLASS A MEMBERS: "Class A" members shall have one (1) vote for each Lot owned by such member. Class A members shall consist of all members other than Declarant, except that upon the conversion of the Declarant's Class B membership into Class A membership, the Class A members shall include Declarant. Each Lot owned by a Class A member shall have only one (1) whole vote, even though more than one person may be the Owner of such Lot.

CLASS B MEMBERS: The "Class B" member shall be entitled to three (3) votes for each Lot to which it holds title. The Class B member shall consist exclusively of Declarant, except that Declarant's Class B membership shall be converted into Class A membership upon the date that the votes outstanding in the Class A membership equals the votes outstanding in the Class B membership or December 31, 2004, whichever occurs first. Declarant may at any earlier date notify the Association in writing that Declarant has converted all or a portion of its Class B membership rights into Class A membership rights.

Notwithstanding Declarant's Class B membership, the assessments which Declarant shall be obligated to pay for each Lot owned by Declarant shall not be greater than the amount of the assessments payable by any other Owner of a Lot in the Subdivision.

b. Any member may attend and vote at meetings in person, or by a proxy holder duly appointed by a written proxy signed by the member and filed with the Secretary. No proxy shall be valid after eleven (11) months after the filing of such proxy with the Board. Any member may revoke any proxy given by such member at any time before the proxy holder votes at a particular meeting by filing a written revocation with the Secretary. Every proxy shall be deemed revoked when the Secretary shall receive actual notice of the death or judicially declared incompetence of such member, or upon the sale of the Lot by the Owner giving said proxy. Where two or more persons own a Lot, any one of said persons may exercise, in person or by proxy, the vote allocated to the Lot on behalf of all such persons unless the Corporation is notified in writing that such persons disagree as to how the vote should be cast, in which event the vote for the Lot shall not be counted unless such persons unanimously agree.

c. The voting rights of any member may, in accordance with the provisions of the Declaration, be suspended by action of the Board of Directors during the period when the

member shall be in default in the payment of any assessments levied by the Corporation or the observance of any provision of the Declaration.

Section 3. MEETINGS; NOTICE; QUORUM.

a. An annual meeting of the members of the Corporation shall be held each year within ninety (90) days after the end of each calendar year, or on such other date and at such other time as the Board of Directors may determine, and at the principal office of the Corporation or at such other place on the Island of Maui, as may be designated in the notice of annual meeting, for the purpose of electing directors and for the transaction of such other business as may be brought before the meeting. Notwithstanding the foregoing, no annual meeting of the members need be held (but may be held, if so determined by the Board), until the first to occur of the following dates: (i) that date which is one (1) year from the date Declarant has conveyed fee simple title to the first Lot in the Subdivision, or (ii) the date Declarant has conveyed fee simple title to twenty (20) Lots in the Subdivision; provided, however, that each Owner shall nevertheless be subject to and shall be required to comply with the provisions of the Declaration, the Articles and these Bylaws from the date the Declaration is recorded at the Bureau of Conveyances of the State of Hawaii, and the Articles are filed with the Department of Commerce and Consumer Affairs of the State of Hawaii.

b. Special meetings of the members of the Corporation may be held at such time and at the principal office of the Corporation or at such other place on the Island of Maui, and for such purposes as shall be specified in a call for any such meeting made by resolution of the Board of Directors or by a majority of the directors, or by ten percent (10%) of the total votes of all members of the Corporation.

c. Except where and to the extent otherwise required by law, the Articles or the Declaration, notice of each meeting of the members of the Corporation, specifying the day and time and place of the meeting and the purposes for which the meeting is called, and specifying whether it is an annual or special meeting, shall be given by or under direction of the Secretary to each member of the Corporation at least twenty (20), but not more than one-hundred twenty (120) days before the date fixed for such meeting, by advising such members of such meeting in any of the following ways: (a) by leaving written notice of such meeting with such member personally or at such member's record address or usual place of business; (b) by mailing such notice by first class or registered mail, postage prepaid, to such member's record address or usual place of business; or (c) by informing such member of such meeting by telephone, telegraph, telecopy or in person. In case of the death, absence, incapacity or refusal of the Secretary, such notice may be given by a person designated by the Secretary, President or Board of Directors. If notice is given pursuant to the provisions of these Bylaws, nonreceipt of actual notice of any meeting by any member of the Corporation shall in no way invalidate the meeting or any business done at the meeting. Any member of the Corporation may waive notice of any meeting either prior to or at or after the meeting, with the same effect as though notice of the meeting had been given to such member. The presence of any member of the Corporation at a meeting shall be the equivalent of a waiver by such member of notice of the meeting.

d. At any meeting of the members of the Corporation, the presence in person or by proxy of members having more than fifty percent (50%) of the total votes of all members of the Corporation shall constitute a quorum, but whether a quorum be present or not, the concurrence of more than fifty percent (50%) of the votes present at the meeting may adjourn such meeting from time to time without having to give notice of such adjournment or the new meeting date to the Owners not present at the adjourned meeting, but may not transact any other business at such adjourned meeting. An adjournment for lack of quorum shall be to a date not less than one (1) day and not more than sixty (60) days from the original meeting date. When a quorum is present at any meeting, the concurring vote of more than fifty percent (50%) of the votes present at the meeting shall be valid and binding upon the Corporation, except as otherwise provided by law, the Articles, the Declaration or these Bylaws.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. NUMBER; ELECTION; TENURE; REMOVAL; VACANCIES.

a. There shall initially be a Board of Directors of the Corporation consisting of three (3) directors, except that the members of the Corporation at any annual or special meeting of the Corporation, or the Board, may increase the Board to five (5) directors. At least one (1) member of the Board of Directors shall be a resident of the State of Hawaii. No director need be a member of the Corporation.

b. At the first annual meeting of the Corporation, the term of office of two (2) directors shall be fixed at two (2) years and the term of office of one (1) director shall be at one (1) year. After the expiration of the term of office of each of the initial directors, each successor director, except a successor director elected pursuant to Section 1(e) of this Article IV, shall hold office for a term of two (2) years or until his or her successor shall have been appointed or elected, or until his or her death or resignation or removal from office.

c. Prior to any meeting called for the purpose of electing directors, any member of the Corporation may nominate candidates for such election; provided, however, that all nominations not made by the Board or Declarant must be in writing, must identify the name and address of the nominee and contain a summary of such nominee's business background and other qualifications, and must be received by the Secretary at least five (5) business days prior to the date of the meeting for the election of directors. Directors shall be elected by cumulative voting for all elections in which more than two directors are to be elected by the members of the Corporation.

d. Directors may be removed by the membership of the Corporation with or without cause; provided, however, that unless the entire Board of Directors is removed from office by 50% or more of the votes present at a meeting of the Corporation, no individual director may be removed prior to the expiration of his or her term of office if the votes cast against removal would be sufficient to elect such director if voted cumulatively at an election

at which the same total number of votes were cast and the entire number of directors authorized to be elected at the time of the most recent election of such director were then being elected.

e. Vacancies on the Board created by the death, incapacity or resignation of a director may be filled by a majority of the remaining directors though less than a quorum, and each director so elected shall hold office until the next annual or special meeting of the members of the Corporation and thereafter until a successor shall be duly elected. Any director elected by the members of the Corporation in the foregoing manner shall serve for the remaining unexpired term in respect of which the vacancy occurred.

Section 2. MEETINGS; NOTICE; QUORUM.

a. An annual meeting of the Board of Directors shall be held each year immediately after the annual meeting of the members of the Corporation and at the place of such annual meeting, without call or formal notice. Regular meetings of the Board of Directors, other than annual meetings, shall be held on such day and at such time and at the principal office of the Corporation or such other place on the Island of Maui as shall be determined from time to time by the Board of Directors, and when any such meeting or meetings shall be so determined no further notice thereof shall be required. Special meetings of the Board of Directors may be called by the President or by any two (2) directors, and any such meeting shall be held on such day, at the principal office of the Corporation or such other place on the Island of Maui, as shall be specified by the person or persons calling the meeting.

b. The Secretary shall give notice of each meeting of the Board of Directors in writing by mailing the same not less than three (3) days before the meeting or by giving notice personally, by telephone, by telecopy or by telegraph not less than one (1) day before the meeting, or as otherwise prescribed by the Board. The failure by the Secretary to give any notice required by the foregoing or by any director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of directors is present. Notice need not be given to any director who shall, either before or after the meeting, submit a signed waiver of notice, and the presence of any director at a meeting shall be the equivalent of a waiver by said director of notice of the meeting. Except as otherwise provided by law, the Articles or by these Bylaws, a notice or waiver of notice need not state the purposes of such meeting.

c. A majority of the directors comprising the Board of Directors shall constitute a quorum for the conduct of business at any meeting, and any decision of a majority of such quorum, within the scope of the authority of the Board of Directors, shall be valid and binding on the Corporation. Any business within the scope of the authority of the Board of Directors may be transacted at any meeting thereof, irrespective of any specification of the business to be conducted at the meeting which may be set forth in the call or notice thereof.

d. Notwithstanding anything to the contrary contained in the foregoing, the Board of Directors may take actions without a meeting if all of its directors consent in writing to the action to be taken.

Section 3. COMPENSATION OF DIRECTORS. Members of the Board of Directors shall receive no compensation for their services as directors, but they may, subject to the Board's approval, be reimbursed for actual expenses incurred.

Section 4. GENERAL POWERS. The property, business and affairs of the Corporation shall be managed and controlled by the Board of Directors, which shall have and may exercise all of the powers of the Corporation, including, without limitation, all of the powers of the Corporation as set forth in the Declaration and the Articles, except such as are expressly reserved to or may from time to time be conferred upon the members by law, the Articles, the Declaration or these Bylaws. The Board of Directors may, by resolutions passed by a majority of the directors, create and appoint one or more committees, each committee to consist of one or more of the directors of the Corporation, and which, to the extent provided in said resolution or in other provisions of these Bylaws, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the Corporation. Such committees shall have such names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 5. OPEN MEETINGS. Regular and special meetings of the Board of Directors shall be open to all members of the Corporation; provided, however, that those members who are not on the Board of Directors may not participate on any deliberation or discussion unless expressly so authorized by the vote of a majority of a quorum of the Board of Directors. The Board of Directors may, with the approval of a majority of a quorum of its members, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation in which the Corporation is or may become involved and orders of business of a similar nature. The nature of any and all business to be considered in executive session shall first be announced in open session.

Section 6. ADMINISTRATION. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all acts and things except such as by law, the Declaration or these Bylaws may not be delegated to the Board of Directors by the members. Such powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

- a. The adoption and publication of rules and regulations governing the use of the Lots;
- b. The adoption and amendment of such rules and regulations (the "Rules") covering the details of the operation and use of the Subdivision as the Board deems necessary or appropriate;
- c. Exercising for the Association all powers, duties and authority vested in or delegated to the Corporation and not expressly reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration;
- d. Enforcing the provisions of the Declaration, the Articles, these Bylaws and any Rules;

e. The delegation of its powers to committees, agents, officers, representatives and employees;

f. Supervising all officers, agents and employees of the Corporation, and to see that their duties are properly performed;

g. Procuring legal and accounting services necessary or proper for the operation of the Corporation or the interpretation, enforcement or implementation of these Bylaws and any other material documents affecting the Corporation;

h. The employment of a managing agent, an independent contractor, or caretaker/custodian and such other employees as the Board of Directors shall deem necessary, and to prescribe their authority and duties and delegating to them or any of them such of its powers as it deems necessary or appropriate, the delegation of which is not otherwise prohibited herein or in the Declaration or these Bylaws;

i. Purchasing any other materials, supplies, furniture, labor and services, making repairs and structural alterations, and payment of all insurance premiums, taxes and assessments and other expenses which the Board of Directors is required to secure, make or pay pursuant to these Bylaws or by law or which in its opinion shall be necessary or proper for the operation of the Corporation, or the enforcement of these Bylaws, provided that if any such materials, supplies, furniture, labor, services, repairs, structural alterations, insurance, taxes or assessments are required because of the particular actions or negligence of particular members, the cost thereof shall be specially assessed to said members;

j. The levy and collection of regular or special assessments and other charges payable by the members;

k. Within thirty (30) days prior to the commencement of each year, preparing an estimate of the costs and expenses to be incurred by the Corporation during such fiscal year as set forth in the Declaration; sending written notice of each assessment to every member subject thereto at least thirty (30) days in advance of that date upon which each assessment shall be due and payable; and foreclosing the lien against any Lot for which assessments are not paid when due or to bring an action at law against the Owner or Owners personally obligated to pay the same;

l. The establishment of such penalties and fines as it deems appropriate with respect to enforcement of the provisions of the Declaration, these Bylaws and the Rules, including penalties and fines for failure or refusal to pay to the Corporation on demand all costs and expenses required to be paid hereunder; provided such penalties and fines are not inconsistent with law or the provisions herein. The unpaid amount of such penalties and fines against any Owner shall constitute a lien against his Lot which may be foreclosed in the same manner as provided below; provided, however, that the said lien for such penalties and fines shall be subordinate to liens for taxes and assessments lawfully imposed by governmental authority against the Lot;

m. Giving to all persons having any interest in any Lot according to the Corporation's record of ownership or book of mortgages on Lots, notice of delinquency exceeding thirty (30) days in the payment of any assessment against such Lot;

n. Opening bank accounts on behalf of the Corporation and designating the signatories required therefor;

o. Custody and control of all funds of the Corporation, maintenance of full and accurate books of account and records of such funds, and preparation of regular financial reports thereof;

p. Causing to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting of the members or at any special meeting when such statement is requested in writing by twenty-five percent (25 %) of the Owners;

q. Purchasing Lots at foreclosure or other sales in the name of the Association or its nominee;

r. Giving to the institutional holder of any first mortgage on any Lot, as identified in the Corporation's record of ownership or book of mortgages on Lots, written notice of any loss to such Lot, or improvement thereon, which exceeds TEN THOUSAND AND NO/100 UNITED STATES DOLLARS (\$10,000.00);

s. Giving to the institutional holder of any first mortgage on a Lot, as identified in the Corporation's record of ownership or book of mortgages on Lots, written notice of the failure of the Owner to comply fully (within thirty (30) days after written demand therefor by the Corporation) with any provision of these ByLaws, the Rules, the Declaration or any other agreements, decisions and determinations of the Corporation lawfully made or amended from time to time; and

t. Doing all other things necessary or appropriate to manage, operate or maintain the Corporation.

ARTICLE V

OFFICERS AND AGENTS

Section 1. DESIGNATION; DUTIES.

a. The officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary and a Treasurer, who shall be appointed by the Board of Directors and who shall hold office until their successors are appointed and qualified. The Corporation may have such other subordinate officers, agents and employees as may be deemed necessary or desirable, who shall be appointed in such manner, hold their offices for such terms, and have

such authority and duties as may be determined by the Board of Directors. So far as is permitted by law, any two offices may be held by the same person. In addition to the duties and powers herein set forth, each officer shall have such duties and powers as the Board of Directors shall from time to time designate. In all cases where the duties of any officer, agent or employee are not specifically prescribed by these Bylaws or by the Board of Directors, such officer, agent or employee shall obey the orders and instructions of the President. No officer need be a member of the Corporation.

b. **PRESIDENT.** Subject to the control of the Board of Directors, the President shall be the chief executive officer of the Corporation and shall exercise general supervision and direction over the management and conduct of the affairs and business of the Corporation. Unless the Board of Directors otherwise directs, the President shall preside at all meetings of the members of the Corporation.

c. **VICE PRESIDENT.** The Vice President, or if more than one shall have been appointed, the Vice Presidents in order of priority of appointment, shall assume and perform the duties of the President whenever the office of President is vacant. Each Vice President shall have such other powers and duties as may be given to that person by law or in these Bylaws and as may be assigned to that person from time to time by the Board of Directors or by the President.

d. **SECRETARY.** The Secretary shall have charge of the membership ledger, all documents pertaining to the title to all real property owned or held by the Corporation, and all rules, regulations and other documents required to be filed with the Corporation or in the office of the Corporation by the Declaration, an original or duplicate of each of which shall at all times during the usual hours of business be open to the examination of every member at the principal office of the Corporation or such other location as may be required by the Board of Directors. The Secretary shall record all proceedings of the meetings of the members and directors in a book which shall be the property of the Corporation, to be kept for that purpose at the principal office of the Corporation and shall perform such other duties as shall be assigned to the Secretary. In the absence of the Secretary from any such meeting, a temporary secretary shall be chosen who shall record the proceedings of such meeting in the aforesaid book.

e. **TREASURER.** Subject to the direction and under the supervision of the Board of Directors, and the provisions of the foregoing paragraph, the Treasurer shall have the care and custody of the funds and valuable papers of the Corporation, shall have the power to endorse for deposit or collection all notes, checks, drafts and other obligations for the payment of money to the Corporation or its order, and shall keep or cause to be kept accurate financial books and accounts of the Corporation and to render statements of the same in such form and as often as required by the Board of Directors.

Section 2. **REMOVALS; RESIGNATIONS; VACANCIES.** The Board of Directors may at any meeting called for the purpose, by vote of a majority of their entire number, remove from office any officer of the Corporation, for or without cause. The Board of Directors may, at any meeting, accept the resignation of any officer of the Corporation, or remove or accept the resignation of any agent or employee or any member of any committee appointed by the Board

of Directors or by any committee appointed by the Board of Directors, or by any officer, agent or employee of the Corporation. Any vacancy occurring in the office of President, Vice President, Secretary, Treasurer or any other office shall be filled by the Board of Directors, and the officers so chosen shall hold office for the unexpired term in respect of which the vacancy occurred and until their successors shall be duly elected and qualified.

Section 3. COMPENSATION. Officers of the Corporation shall receive no compensation for their services as officers, but they may, subject to the Board's approval, be reimbursed for actual expenses incurred.

ARTICLE VI

THE CORPORATION

Section 1. DUTIES OF THE CORPORATION. The Corporation shall have the obligations and duties, subject to and in accordance with the Declaration, to do and perform the following acts for the benefit of its Members and for the maintenance and improvement of the Subdivision.

a. **ACCEPTANCE OF PROPERTY BY THE CORPORATION.** The Corporation shall accept title to all Common Area and other property from time to time conveyed to it, pursuant to Section 5.1 of the Declaration. The Corporation may also acquire and accept title to any other property, real, personal or mixed, nothing herein to be construed to authorize the Corporation to acquire or invest in property simply for the purpose of acquiring income or otherwise making a financial profit therefrom, and the Corporation shall not carry on any business, trade, association or profession for profit, but nothing herein shall prevent the Corporation from charging reasonable fees to Owners for use by them and their families and guests of the Improvements on the Common Area to help defray the costs of construction, maintenance, repair or operation of such Improvements owned by the Corporation.

b. **ANNUAL MEMBERSHIP MEETINGS.** The Corporation shall hold an annual meeting of the Members within ninety (90) days after the end of each calendar year as provided by and in accordance with these Bylaws.

c. **COMMON AREA MAINTENANCE.** The Corporation shall maintain, or provide for the maintenance of, the Common Area, whether constituting an estate in land or an easement, and all Improvements of whatever kind and for whatever purpose located thereon. In reference thereto, with the consent of two-thirds (2/3) of the Members entitled to vote, the Corporation may construct capital improvements in the Common Area and assess the Members for the costs thereof, as provided in Article IV, Section 4(j) hereof and Section 5 of Article VII.

d. **OPERATION OF COMMON AREA.** The Corporation shall operate and maintain, or provide for the operation and maintenance of, the Common Area as such is conveyed or otherwise transferred to the Corporation. The Corporation shall keep all

Improvements of whatever kind and for whatever purpose from time to time located on the Common Area in good order and repair.

c. **TITLE TO PROPERTY UPON DISSOLUTION.** Immediately prior to any dissolution of the Corporation as a corporate entity, the Corporation shall convey to an independent institutional corporate trustee all Common Area vested in it to hold same in trust for the benefit of the unincorporated association formed pursuant to Section 6.1.2 of the Declaration and for the benefit of the Members pursuant to the terms hereof and the Articles and these Bylaws.

f. **PAYMENT OF TAXES.** The Corporation shall have the authority to pay all real property taxes and assessments levied upon any property conveyed or otherwise transferred to it, to the extent not separately assessed to the Members. Such taxes and assessments may be contested or compromised by the Corporation; provided, however, that any such taxes are paid or that a bond insuring the payment is posted prior to the sale of other disposition of any property to satisfy the payment of such taxes.

g. **INSURANCE.** The Corporation shall have the authority and duty to obtain and maintain in force the following policies of insurance:

(i) **FIRE AND PROPERTY DAMAGE INSURANCE.** Fire and Property Damage and extended coverage insurance on the Common Area and all Improvements on the Common Area for the full insurable replacement cost thereof, and such other hazard insurance as the Board may deem appropriate, including insurance on houses in the Subdivision and their respective contents. The Corporation shall also insure all property owned by the Corporation, whether real or personal, against loss or damage by fire and such other hazards as the Board may deem desirable, with the Corporation as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Corporation. The insurance coverage with respect to improvements on a particular Lot shall be written in the name of and/or shall be for the benefit of the owner of such improvements and/or the owner's mortgagee. The insurance proceeds for Common Area improvements shall be used by the Corporation for the repair or replacement of the property for which the insurance was carried or otherwise disposed of as hereinafter provided.

(ii) **PUBLIC LIABILITY INSURANCE.** The Corporation shall have the power to, and shall, obtain comprehensive public liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) for one occurrence, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injuries to one person and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage insuring against liability for bodily injury and property damage arising from the activities of the Corporation or with respect to the Common Area or other property under its jurisdiction. The policy limits set forth herein may be changed by the Board of Directors when it deems it advisable and prudent in the best interest of the Corporation and its Members. The liability insurance referred to herein shall name, as separately protected insureds,

Declarant, the Corporation, the Board, the Architectural Committee, their representatives, members and employees and the Members of the Corporation (as a class) with respect to any liability arising out of the maintenance and use of any Common Area under the jurisdiction of the Corporation. Such policy or policies shall protect each of the insureds as if each were separately insured under separate policies; provided, however, that such policy or policies shall not require the insurers to pay any amount in excess of the maximum limits stated therein. Each and every policy of insurance obtained by the Corporation, whether or not required to be obtained, pursuant to the provisions of this Declaration, shall expressly waive any and all rights of subrogation against the Declarant, its representatives and employees, and any Owner.

(iii) **FIDELITY BONDS.** The Corporation shall have the duty to obtain faithful performance and fidelity bonds to insure the Corporation against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of the funds or other property of the Corporation.

(iv) **ERRORS AND OMISSIONS INSURANCE.** The Corporation shall have the duty to obtain errors and omissions insurance covering all officers and directors of the Corporation.

(v) **OTHER INSURANCE.** The Corporation shall have the duty to obtain other insurance, including worker's compensation insurance, and indemnity and other bonds, as its Board shall deem necessary or expedient to carry out its functions as set forth in the Declaration, the Articles and these Bylaws.

(vi) **PREMIUMS.** Premiums for all of the foregoing insurance carried by the Corporation shall be a common expense and shall be included in the assessments or charges made by the Corporation.

(vii) **REVIEW.** The Board shall review the limits of all insurance policies of the Corporation at least once a year, and change said limits as the Board deems necessary or appropriate.

h. **RULE MAKING.** The Corporation shall have the duty to make, establish, promulgate, amend and repeal the Rules as provided in accordance with Section 2 of this Article VI.

i. **ARCHITECTURAL COMMITTEE.** Subject to the provisions of Section 7.2 of the Declaration, the Corporation shall have the duty to appoint and remove members of the Architectural Committee and to insure that at all reasonable times there is available a duly constituted and appointed Architectural Committee.

j. **ENFORCEMENT OF RESTRICTIONS AND RULES.** The Corporation shall have the duty to take such other action, whether or not expressly authorized by these Bylaws or the Declaration, including the hiring of legal counsel and undertaking legal action, as may be

reasonably necessary to enforce the covenants, conditions and restrictions contained in the Declaration, these Bylaws, the Rules and the Architectural Committee Rules.

k. **ACCOUNTING STATEMENTS.** The Board shall prepare an annual operating statement and balance sheet reflecting income and expenditures of the Corporation for each fiscal year. Within ninety (90) days from the last day of the month closest in time to six (6) months from the date of conveyance of the Common Area to the Corporation, the Board shall prepare a balance sheet and operating statement of the Corporation for said period. The operating statement for said period shall include a schedule of assessments received or receivable itemized by Lot number and name of the assessed person and entity. Thereafter, the Corporation shall prepare a balance sheet as of the last day of the Corporation's fiscal year.

l. **OTHER.** The Corporation shall carry out the duties of the Corporation as set forth in the Declaration, the Articles and other provisions of these Bylaws.

Section 2. SUBDIVISION RULES.

a. **RULEMAKING POWER.** Subject to the provisions of this Declaration, the Board may from time to time propose, enact, amend and repeal "Rules" to be known as the "Aina O Ka Hale Pili Subdivision Rules". The Rules may concern, but need not be limited to, matters pertaining to the use and operation of the Common Area and Improvements thereon. The Rules may additionally concern matters as to activities undertaken on the exterior areas of Lots, including signs, which shall also be subject to Architectural Committee review and approval; collection and disposal of refuse; minimum standards of maintenance of property; parking and traffic restrictions; standards and limitations on maintenance of landscaping or other improvements on any property which obstruct the vision of motorists or which create a hazard for vehicular or pedestrian traffic; and any other subject or matter within the jurisdiction of the Corporation as provided in the Declaration; provided, however, that any Rule which does not relate to the use and operation of the Common Area and Improvements thereon shall become effective only after approval by Lot Owners representing seventy-five percent (75%) of the Members entitled to vote in the Corporation at a meeting duly called for that purpose or by the written consent of said number of Lot Owners appended to a copy of said Rule. No Rule shall restrict or abridge, whether directly or indirectly, the right of an Owner to sell or lease his Lot. Rules may restrict and govern the use of Common Area and its Improvements by any Member, by the family of such Member, or by any guests, tenants or lessees of such Member; provided, however, that there shall be no distinction or discrimination in any such Rules between tenants or lessees of Members occupying Residences and Owners who occupy Residences.

b. **DISTRIBUTION OF RULES.** A copy of the said Rules as they may from time to time be adopted, amended or repealed, shall be filed in and be available at all times with the Secretary of the Corporation and copies thereof shall be mailed or otherwise delivered to each Member. Where the provisions of the Declaration and any Rule adopted by the Corporation are in conflict, the provisions of the Declaration shall be deemed to prevail. The failure of an Owner to receive a copy of any Rule, amendment of a Rule, or notice of repeal of a Rule shall not render such Rule, amendment or repeal invalid.

C. **AMENDMENT OF RULES.** Any Rules adopted by the Board may be amended from time to time by the Board by majority vote thereof; provided, however, that any vote which requires a fifty-one percent (51%) vote of the Members entitled to vote shall require the same percentage vote for the amendment thereof. Any duly adopted amendment to the Rules shall become effective thirty (30) days from the date of adoption thereof by the Board, and ratification thereof by the Members, if so required, or at such later date as the Board may deem appropriate upon its adoption of said amendment to the Rules.

Section 3. BREACH OF RULES OR REGULATIONS. In the event of any alleged breach of any Rule, or of any of the restrictions contained in the Declaration, the Articles or these Bylaws, by a Lot Owner, his family, guests, employees, invitees, licensees or tenants, the Board, after reviewing the matter and determining that a breach exists, for and on behalf of all other Lot Owners, shall enforce the obligations of each Owner to obey such Rules or restrictions in any manner provided by law or in equity, including but not limited to appropriate hiring of legal counsel, the pursuing of legal action, suspension of the Owner's right to use the Common Area Improvements of the Subdivision or suspension of the Owner's voting rights; provided, however, that such suspension may not be for a period in excess of thirty (30) days, after notice and hearing as herein provided, for an infraction of such Rules. In addition to the other remedies herein set forth, the Board, by majority vote, may levy a fine against such Owner, after appropriate notice and hearing as herein provided in an amount set by the Board from time to time. The payment of such fine may be enforced in the same manner as set forth in Section 6 of Article VII. Prior to imposing any penalty provided herein for breach of any Rules enacted hereunder or restrictions contained in the Declaration, the Board shall send written notice to the Lot Owner specifying the nature of the infraction and provide an opportunity to the Lot Owner to a hearing before the Board regarding such infraction and the penalty to be imposed. In the event that the Board determines that said infraction has occurred and that a penalty shall be imposed, after a reasonable opportunity for a hearing has been provided, the determination of the Board shall be final. In the event legal counsel is retained or legal action is instituted by the Board pursuant to this Section, any settlement prior to judgment or any judgment rendered in any such action shall include costs of collection, court costs and reasonable attorneys' fees.

Section 4. LIABILITY OF MEMBERS OF BOARD. No member of the Board shall be personally liable to any of its members or to any other person, including Declarant, for any error or omission of the Corporation, its representatives, employees, the Architectural Committee, or the manager provided that such Board member has, upon the basis of such information as may be possessed by him, acted in good faith.

Section 5. POWERS AND AUTHORITY OF THE CORPORATION. The Corporation shall have all of the powers of a nonprofit corporation organized under the laws of the State of Hawaii in operating for the benefit of its Members, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, these Bylaws and the Declaration. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done under and by virtue of said restrictions, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Corporation for the peace, health, comfort, safety or general welfare of

the Owners. Without in any way limiting the generality of the foregoing, the Corporation and the Board shall have the following powers and authority:

a. **RIGHT OF ENTRY AND ENFORCEMENT.** The Board and its agents and representatives shall have the power and right at any time and from time to time and without liability to any Owner or Owners for trespass, damage or otherwise, to enter upon any Lot in the Lot Area to enforce any of the provisions of the Declaration and these Bylaws or to maintain and repair the Improvements located on said Lot either as provided in the Declaration or these Bylaws or if for any reason whatsoever the Owner thereof fails to maintain and repair any portion of a Lot as required by said Declaration and these Bylaws. No such entry shall be made until the Board gives the Owner of the Lot a minimum of twenty-four (24) hours written notice and an opportunity for a hearing before the Board regarding any alleged failure to so maintain and repair. The Corporation shall also have the power and authority, either in its own name, on its own behalf or on the behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach to the Declaration and these Bylaws and to enforce, by mandatory injunction or otherwise, all of the provisions of said Declaration and these Bylaws. The costs of any such action or suit, including reasonable attorney's fees, shall be paid to the prevailing party.

b. **EASEMENTS AND RIGHTS OF WAY.** The Corporation shall have the power to grant and convey to any third party for reasonable compensation and on such other terms as the Board may approve such easements, licenses for use and rights of way in, on, over or under any Common Area which has either been conveyed or otherwise transferred to the Corporation or which is under its jurisdiction upon the affirmative vote or written consent of two-thirds (2/3) of the Members entitled to vote.

c. **EMPLOYMENT OF MANAGER.** The Board shall have the power to employ the services of a manager or other employee, or a professional manager or management company, subject to the direction and control of the Board, to manage and carry out the affairs of the Corporation and, to the extent not inconsistent with the laws of the State of Hawaii and upon such conditions as are otherwise deemed advisable by the Board, to delegate to the manager any of its powers; provided, however, that, although a management agreement may be renewable by agreement of the parties for successive one (1) year periods, in no event shall any management agreement be for a term greater than one (1) year, and that said agreement shall provide for termination for cause on a maximum of thirty (30) days written notice; provided, however, that the Corporation cannot delegate to such manager the power to execute any contract binding on the Corporation for a sum in excess of FIVE THOUSAND DOLLARS (\$5,000) or for the performance of any work or services which work or services are not to be completed within sixty (60) days, nor the power to sell, convey, mortgage or encumber any property of the Corporation other than unserviceable maintenance or recreation equipment.

d. **SERVICES.** The Board shall have the power to provide for, or engage, the services of others, including grounds keepers, painters and other maintenance personnel, to provide for the maintenance, protection and preservation of the Common Area as the nature and character of the Common Area, including the Improvements, if any, may require; provided, however, that no contract for such services shall be for a duration of more than one (1) year

unless approved by a majority of the Members of the Corporation, and that in no event shall such contract be for a term greater than three (3) years. Said contract shall provide for termination for cause on a maximum of ninety (90) days written notice.

e. **PROFESSIONAL SERVICES.** The Board shall have the power to contract and pay for, or otherwise provide for, the services of architects, engineers, attorneys and certified public accountants or such other professional or nonprofessional services as the Board may deem necessary.

f. **UTILITIES.** The Board shall have the power to contract, use and pay for utility services to the Common Area and its Improvements; provided, however, that no such contract shall exceed the shortest term for which the supplier will contract at the regular rate.

g. **OTHER PROPERTY.** The Board shall have the power to acquire and hold, as trustee for the benefit of its Members, tangible and intangible personal property and to dispose of the same by sale or otherwise.

h. **DEDICATION.** The Corporation shall have the power to dedicate any of its property to an appropriate public authority for public use, provided that all such dedications shall have the approval either by affirmative vote or written consent of two-thirds (2/3) of the Members entitled to vote.

i. **MAINTENANCE OF SUBDIVISION.** The Board shall have the power to use the Operating Fund of the Corporation for the maintenance, repair, care, preservation and painting of Common Area Improvements in the Subdivision as required by this Section 5 of this Article VI and elsewhere in the Declaration and these Bylaws, and to pay and discharge all liens arising out of any such work. Said Operating Fund may also be used to pay for the purchase of such equipment, tools, supplies and other personal property as the Board deems necessary for use in such maintenance or repair.

j. **SALE OR EXCHANGE OF PROPERTY.** The Corporation shall have the power to exchange or to sell and convey, or otherwise dispose of, for cash or on such terms as it shall approve, any portion or portions of the Common Area, with Improvements thereon, or other property of the Corporation, the retention of which is no longer necessary, advantageous or beneficial for the Corporation or for the Owners, and to borrow money, without limit as to the amount, for any purpose within the powers and authority of the Corporation and to secure the same by a mortgage of the Common Area then owned by the Corporation, or any part thereof; provided, however that no such exchange, sale or other disposition of any real property and no such borrowing and mortgaging shall be made unless the same shall have been approved by an affirmative vote of not less than seventy-five percent (75%) of the Members entitled to vote and who may vote in person or by proxy at a meeting of the Corporation duly called, the notice for which shall have described the real property to be sold or otherwise disposed of, or the amount of the borrowing and the security to be mortgaged and shall have given the reasons therefor.

k. **DELEGATION.** The Board may delegate such powers to any such committees, officers or employees as it deems necessary and proper, except as otherwise expressly provided herein.

ARTICLE VII

FUNDS AND ASSESSMENTS

Section 1. **OPERATING FUND.** The Corporation shall maintain an Operating Fund into which the Board shall deposit all monies received by the Corporation as maintenance and operation assessments, miscellaneous fines, fees and income and surplus attributable to the operating funds. Said funds shall be held in trust by the Corporation for the use and benefit of its individual Members and shall only be used for and applied to the common specific purposes of the Members as herein set forth herein and in the Declaration.

Section 2. MAINTENANCE AND OPERATION ASSESSMENTS.

a. **REGULAR ASSESSMENTS.** Prior to the first day of the month following the conveyance of the Common Area to the Corporation, the Board shall estimate the total charges to be paid out of the maintenance fund, including a reasonable reserve for contingencies and replacements not to exceed twenty-five percent (25%) of the regular operating expenses for the immediately preceding year (except in the first year, for which a reasonable estimate for reserves shall be made), for the remainder of the fiscal year and shall assess said charges pro rata to all Lot Owners, including Declarant, based on the number of Lots owned. Regular assessments against all Lots in the Subdivision shall commence on the first day of the month following the conveyance of the Common Area to the Corporation. Thereafter, not later than sixty (60) days prior to the beginning of each subsequent fiscal year, the Board shall estimate the total charges to be paid out of the maintenance fund during such year, including the aforementioned reserve and less any expected surplus from the prior year. The Board shall allocate and assess said estimate of total charges to each Lot Owner equally by dividing said estimate by the number of Lots then contained in the Subdivision and multiplying the resulting quotient by the number of Lots owned by each Lot Owner. All funds of the Corporation shall be budgeted, allocated, assessed and collected for current maintenance and operation of the Subdivision, contingencies, deferred maintenance and replacement of Common Area Improvements and shall be designated for those specific purposes. Said funds shall be used solely for the specific purpose for which said funds have been designated.

b. **INCREASE IN ANNUAL ASSESSMENTS.** From and after January of the year immediately following the conveyance of the Common Area to the Corporation, the annual assessment may be increased in any subsequent year by not more than twenty percent (20%) above the maximum assessment for the previous year. Any increase in the maximum amount of the annual assessment prospectively for any period in excess of said twenty percent (20%) shall require the assent of a majority of the Members entitled to vote, either by vote at a meeting of Members or by written assent delivered to the Secretary of the Corporation.

c. **TIME AND MANNER OF PAYMENT OF ASSESSMENTS.** Assessments shall be due and payable by the Owners to the Corporation during the fiscal year in equal semi-annual installments, on or before the first day of each January and July, or in such other manner, such as on a monthly, quarterly or annual basis, as the Board shall designate. If not paid within thirty (30) days (or within any other period prescribed by the Board) after its due date, each such delinquent Owner shall be charged a late charge equal to 5% of the overdue amount, and each such assessment shall also thereafter bear interest at the rate of twelve percent (12%) per annum until paid, but the Board may, in its discretion, waive the late charge and interest in any particular instance. If any suit or action is brought to collect any such charge, or if an attorney is retained to pursue collection, whether or not a suit or action is brought, there shall be added to the amount thereof costs of suit and reasonable attorneys' fees to be fixed by the court and included in any judgment in any such suit or action.

Section 3. REIMBURSEMENT ASSESSMENT. The Board shall levy an assessment against any Owner to reimburse the Association for the actual cost of maintaining any easement area located within such Owner's Lot and against any Owner whose failure to comply with these Bylaws, the Declaration, the Rules or the Architectural Committee Rules results in monies being expended by the Corporation from the Operating Fund in performing its functions under the Declaration or these Bylaws. Such assessments shall be for the purpose of reimbursing the Corporation, shall be limited to the amount so expended and the fine assessed, if any, and both shall be due and payable to the Corporation when levied. Monies so expended shall include, without limitation, engineers', architects', attorneys', any additional management fees, and accountants' fees, when reasonably incurred by the Corporation.

Section 4. CAPITAL IMPROVEMENT FUND. The Board shall maintain a Capital Improvement Fund, into which it shall deposit all monies paid to it as capital improvement assessments. Said funds shall be deemed to be contributions to the capital account of the Corporation by the Members and shall be so reflected on its books.

The Board shall make disbursements from said Capital Improvement Fund as required in the performance of the functions for which the capital improvement assessments are levied.

Section 5. CAPITAL IMPROVEMENT ASSESSMENT.

a. Upon approval of a proposed capital improvement and the estimated total cost thereof, pursuant to this Article VII, by two-thirds (2/3) of the Members entitled to vote, such estimated total cost shall be assessed to all Members in the manner set forth in Section 2 of this Article VII.

b. If at any time and from time to time a capital improvement assessment proves or appears likely to prove inadequate for any reason, including nonpayment of any Owner's share thereof, the Board may, without obtaining any further approval from the Owners, levy a further capital improvement assessment in the amount of such actual or estimated inadequacy to be assessed to all such Owners in equal amounts, but, within any fiscal year, the aggregate of such additional assessments shall not exceed five percent (5%) of the capital improvements budget. The Board may levy an additional assessment in excess of said five

percent (5%) of the capital improvements budget only upon the affirmative vote or written consent two thirds (2/3) of the Members entitled to vote.

c. Capital improvement assessments shall be due and payable by all Owners in such installments and during such period or periods as the Board shall designate.

Section 6. **DEFAULT IN PAYMENT OF ASSESSMENTS.**

a. The assessments levied by the Board on behalf of the Corporation hereunder and under the Declaration shall constitute separate assessments. Each assessment levied under this Article VII and the Declaration, together with interest, costs and reasonable attorneys' fees, shall be a separate, distinct and personal debt and obligation of the Owner against whom it is assessed, and shall bind his heirs, devisees, personal representatives and assigns. Each assessment levied under this Article VII and the Declaration shall also be a charge on the land and shall be a continuing lien upon the property against which such assessment is made. The Corporation shall have a separate lien and a separate lien is hereby created upon each Lot against which an assessment is made to secure the payment of any assessments under this Article VII and the Declaration. The priority of all such liens on each Lot shall be in inverse order, so that upon the foreclosure of the lien for any particular assessment or fine on any Lot, any such sale of such Lot pursuant to such foreclosure will be made subject to all liens securing the respective assessment or fine on such Lot for the preceding six-month period. Each such lien for any particular six-month period's charge shall likewise secure interest therein if the same is not paid when due, and shall likewise secure costs of suit and reasonable attorneys' fees to be fixed by the court in the event any action or suit is brought to collect such charge.

b. The Board shall execute and acknowledge a certificate stating the indebtedness secured by the lien upon any Lot, and such certificate shall be conclusive upon the Corporation and the Owners, in favor of all persons who rely thereon in good faith, as to the amount of such indebtedness on the date of the certificate. The Board shall furnish a copy of such certificate to any Owner upon request. A reasonable fee, not to exceed TWENTY-FIVE DOLLARS (\$25.00), may be charged for the preparation of such certificate.

c. For and during the six-month period commencing from that point at which this Common Area and Improvements are deeded to the Association, Declarant shall, in lieu of the payment of all assessments by Owners, including Declarant, during said six-month period, pay all of the actual costs of operation and maintenance of the Common Area and Improvements that are incurred or expended by the Association; it being the express intent and understanding that, notwithstanding anything contained herein to the contrary, no assessments levied under this Article VII or the Declaration or the Bylaws shall be due and payable by any Owner during said six-month period. Upon the expiration of the aforesaid six-month period, Declarant hereby covenants for each Lot owned within the Subdivision, and each Owner of any Lot, by acceptance of a deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Corporation each assessment under this Article VII and the Declaration, such assessments to be fixed, established and collected from time to time as herein.

d. The Owner of each Lot subject to the Declaration and these Bylaws, by acceptance of a deed or other conveyance therefor, whether from Declarant or subsequent Owners of Lots, shall become personally obligated and agrees to pay such charges that accrue after receiving title thereto, plus costs of suit and reasonable attorneys' fees as above provided, and shall thereby vest in the Corporation the right and power to bring all actions for the collection of such charges, costs of suit and attorneys' fees and for the enforcement of such liens. Such right and power shall continue in the Corporation and such obligations shall run with the land so that the successive Owner or Owners of record of any Lot within the Subdivision shall in turn become liable to pay all such charges which shall become a lien thereon during the time they are the record Owner of such Lot within the Subdivision. After a record Owner transfers of record any Lot owned by him, he shall not be liable for any charges thereafter to accrue against such Lot. He shall remain personally liable, however, for all unpaid amounts due and owing at the time of transfer. A contract seller of any Lot shall continue to be liable for all such charges until a conveyance of such property is recorded at the Bureau of Conveyances of the State of Hawaii.

e. The lien of each of the assessments provided for under this Article VII and the Declaration shall be subordinate to the lien of any mortgage hereafter placed upon the Lots subject to assessment; provided, however, that such subordination shall apply only to the assessments or fines which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage or pursuant to a power of sale in such mortgage. Such foreclosure sale shall not relieve such Lots from liability for any assessments or fines thereafter becoming due, nor from the lien of any such subsequent assessment or fine.

f. Any assessment or fine not paid within thirty (30) days after the due date shall be deemed to be in default if not paid within thirty (30) days (or within any other period prescribed by the Board) after its due date. Each such delinquent owner shall be charged a late charge equal to 5% of the overdue amount, and each such delinquent assessment shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Board may, in its discretion, waive the late charge and interest in any particular instance. The Board, on behalf of the Corporation, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No action shall be brought to foreclose the lien securing any assessment or fine hereunder less than thirty (30) days following the mailing of a notice of default signed by a duly authorized member of the Board to the Owner of such Lot and the recording of a copy of such notice of default at the Bureau of Conveyances of the State of Hawaii. Said notice of default shall state the amount of the assessment, together with the interest, costs and reasonable attorneys' fees, a description of the Lot against which the same has been assessed and the name or names of the record Owner or Owners thereof. Such notice of assessment may be recorded and an action brought to foreclose the same by the Corporation. Upon the declaration of a default and the recording of a notice thereof, the Corporation may, at its option, declare the entire balance of all sums then due or to become due from the Lot Owner due and payable, which total sum may then be included in any suit, action or proceeding brought to collect said sum, including all costs, charges and reasonable attorneys' fees to be fixed by the court.

g. Each of the Owners do hereby appoint the Corporation to enforce and to foreclose such lien in like manner as a mortgage of real property, and does further grant to the Board on behalf of the Corporation the authority and power to sell the Lot of such defaulting Owner, or any part thereof, for lawful money of the United States, to the highest bidder to satisfy said lien. The Board, as trustee for the remaining Owners, or any other Owner, may purchase at said sale. The foregoing remedies shall be in addition to any other remedies provided by law for the enforcement of such assessment obligation.

h. Upon payment of the delinquent assessment or fine, or the satisfaction thereof, the Board shall cause to be recorded in the same manner as the notice of default a further certificate stating the satisfaction and release of the lien thereof.

i. In the event any Owner fails to pay any assessments or fines when due, and upon the decision of the Board, such Owner may be denied the privilege of using or enjoying any of the Common Area or its improvements until such Owner has paid all delinquent assessments.

Section 7. CORPORATION FUNDS. The assessments or fines collected by the Corporation shall be properly deposited into two separate accounts with a savings and loan association or bank selected by the Board, which accounts shall be clearly designated as the 'AINA O KA HALE PILI SUBDIVISION CURRENT MAINTENANCE AND OPERATION ACCOUNT and the 'AINA O KA HALE PILI SUBDIVISION CAPITAL IMPROVEMENT ACCOUNT'. The assessments collected by the Corporation shall be held in trust by the Corporation for and on behalf of each Lot Owner and shall be used solely for the operation, care and maintenance of the Common Area as provided in the Declaration and these Bylaws. The Board shall allocate a portion of said funds as collected for the annual maintenance and operation of the Common Area as specified in the annual budget and a portion of said funds as collected as reserves for contingencies, replacement and deferred maintenance of the capital improvements of the Common Area, as specified in the annual budget. Said funds shall be deposited, as allocated, into the appropriate accounts and said accounts shall be separately maintained by the Corporation. Upon sale or transfer of any Lot by any Owner, the Owner's interest in the trust funds shall be deemed automatically transferred to the successor transferee of such Owner. In the event that the Board retains a professional management service, the Board may delegate the authority to deposit or withdraw funds to responsible representatives of the professional management agent so retained. Said professional management agent may additionally be authorized to establish a common trustee account for deposit of assessments as collected. Any funds deposited in such a common trustee account shall be allocated as previously specified herein.

Section 8. FAILURE TO FIX MAINTENANCE ASSESSMENTS. The omission by the Board to fix the maintenance assessments hereunder before the expiration of any year, for that or the next year, shall not be deemed either a waiver or modification in any respect of the provisions of the Declaration or these Bylaws or a release of the Owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

ARTICLE VIII
CAPITAL IMPROVEMENTS

Section 1. PETITION; CORPORATION APPROVAL.

a. A majority of the Owners may petition the Corporation for the construction, installation or acquisition of a capital improvement on the Common Area. Such petition shall be in writing and in such form and shall contain such information as the Board may require, including, without limitation, preliminary plans and cost estimates. The Board, on its own motion, may move for the construction, installation or acquisition of a capital improvement, in which case such motion shall be treated as if it were a petition duly submitted by an Owner.

b. The Board shall approve the petition if it determines that the proposed capital improvement is desirable for the beneficial use and enjoyment of the Common Area by the Lot Owners, subject, however, to the provisions of this Declaration.

c. Upon the approval of such petition by the Board, the Board shall obtain firm bids on the total cost of constructing, installing or acquiring the proposed capital improvement. The lowest acceptable bid or bids shall be deemed the estimated total cost of such capital improvements and shall be from a duly licensed contractor.

Section 2. OWNER APPROVAL. If the estimated total cost of the proposed capital improvement exceeds an amount equal to thirty-five percent (35%) of the total capital improvements budget of the Corporation for the most recent fiscal year, the Board shall present the proposed capital improvement and the estimated total cost thereof to all Owners. Said improvements shall be deemed approved if fifty-one percent (51%) of the Members entitled to vote approve such capital improvement.

Section 3. CONSTRUCTION OF IMPROVEMENT. After the levy of the capital improvement assessment pursuant to Section 5 of Article VII, and at such time and upon such terms and conditions as the Corporation may deem appropriate, but not exceeding the estimated total cost of such capital improvement determined pursuant to Section 1(c) of this Article VIII, the Board shall cause to be constructed, installed or acquired, or contract for the construction, installation or acquisition of, the proposed capital improvement. The Board shall establish a capital improvements account in a bank or savings and loan association selected by the Board in which the capital improvement assessments shall be deposited, separate and apart of the Declaration from all other funds collected by the Corporation.

ARTICLE IX

EXECUTION OF INSTRUMENTS

Section 1. **PERSONS AUTHORIZED.** All checks, notes, bonds, deeds, leases, contracts and other instruments shall be executed by such person or persons as shall be provided by general or special resolution of the Board of Directors, and in the absence of any such general or special resolution of the Board of Directors, then such instrument or instruments shall be executed by any two of the following officers: the President, a Vice President, the Treasurer or the Secretary.

ARTICLE X

AMENDMENT; RECONCILIATION OF CONFLICTS

Section 1. **AMENDMENT.** These Bylaws may be amended or repealed only upon the vote of written consent of either (i) the majority of the Board of Directors, or (ii) both (a) the Class B member, and (b) sixty-five percent (65%) of the total vote or written consent of all members of the Corporation; provided, however, that the written consent of the Class B members under clause (a) above shall not be required when the Class B membership has been converted into Class A membership in accordance with the provisions of Article III, Section 2(a) hereof.

Section 2. **RECONCILIATION OF CONFLICTS.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the case of any conflict between the Declaration and the Articles, the Declaration shall control.

EXHIBIT "C"

DESIGN AND CONSTRUCTION STANDARDS FOR 'ĀINA O KA HALE PILI

[NOTE: Additional design criteria are contained in the Declaration.]

1.1 RESIDENTIAL AREA: DESIGN PHILOSOPHY AND CRITERIA. The design philosophy and criteria pertaining to the Project and the Lots thereof are set forth in these Design and Construction Standards. The Declarant, in an attempt to protect the interests of the Owners as well as the public in general, is endeavoring to develop, maintain and enhance the general attractiveness of the 'Āina O Ka Hale Pili Subdivision, as seen from all public areas, to provide each Owner as much undisturbed view as practicable, to promote aesthetic standards for the buildings and their relationship to each other, to public spaces and to the premises, and to preserve the natural advantages of the Project for the benefit of all Owners, their visitors and the general public. The Lots in the Project have been individually designed to harmonize with and blend into the landscape and topography of the coastline at Uaoua Bay in the island of Maui.

The Declarant's primary goal is to create an agricultural subdivision that has a strong sense of community with the surrounding neighborhoods, unity among its individual improvements and harmony with the site. Therefore, individual architectural expression will be limited by this goal. Within the guidelines herein, there is a desire to encourage freedom of individual expression of the Owners in the development of the Lots and the Improvements thereon. These restrictions will serve to guide the future growth of the 'Āina O Ka Hale Pili Subdivision and will provide protection for all Owners within the Project.

The Declarant's objectives are to create an agricultural subdivision that blends with its environment and to develop a community of residences compatible to a Hawaiian lifestyle that is unified and harmonious in its use of form, materials and color. The Owners are encouraged to use informal architectural form, natural materials and colors, and use designs which respond architecturally to climate and environmental opportunities and constraints, including, but not limited to view, sun, wind, glare, rain and neighboring structures. To this end, creativity of design is encouraged within the confines of the Declarant's objectives. Residences should be stepped to follow the natural contours of the land. High, unusable underfloor areas should be avoided. Where such areas are unavoidable, they should be enclosed so as to give the appearance that the building grows out of the site, rather than perched upon it. Low profile buildings, when viewed from all angles, are preferred.

Harsh contrasts, faddish and self-conscious design will not be permitted.

The Architectural Committee is assigned the responsibility of administering these standards in accordance with the provisions of Article VII of the Declaration; provided, however, that the Declarant, the Association, the Architectural Committee and its members shall not be held personally responsible or liable for any design or any damage which may be asserted by anyone pertaining to Improvements or the plans for which the Architectural Committee shall

have reviewed. All words herein with an initial capital letter shall, unless otherwise provided for herein, have the same meaning given them in the Declaration of Covenants, Conditions and Restrictions of 'Aina O Ka Hale Pili Subdivision, and as said Declaration may from time to time be amended.

Therefore, Lots within the Lot Area shall be for the exclusive use and benefit of the Owners thereof, their families, tenants, guests and visitors, subject, however, to all of the following criteria:

1.1.1 BUILDING ENVELOPE. All Improvements on each Lot shall be constructed in accordance with the restrictions contained in, and within the building envelope (the "Building Envelope") prescribed in, the lot summary (the "Lot Summary") prepared for each Lot in the Project; provided that the Architectural Committee shall have the right and authority to permit deviations in the Building Envelope and Lot Summary from time to time. In the event of any conflict or inconsistency between the Lot Summary or the Building Envelope and this Declaration, the Lot Summary and Building Envelope shall control and prevail.

1.1.2 SETBACK AND HEIGHT. All Improvements shall be constructed in accordance with applicable building line, setback and height provisions set forth on the Subdivision Map and/or in the local ordinances. No improvement or structure of any nature shall be constructed or permitted on a Lot which violates any provision of the requirements of the Department of Public Works of the County of Maui, State of Hawaii, Hawaii Revised Statutes Chapters 205 and 205A, as amended, the Special Management Area Rules and Regulations of the County of Maui, or any other declaration of building restrictions recorded against the Lot, whichever is more restrictive.

All buildings shall be set back a minimum of twenty (20) feet from the property line at the street. Variance will be considered by the Architectural Committee in cases involving unusually shallow depths or odd shape Lots or in which extension excavation, fill or embankment will be required.

Notwithstanding the generality of the foregoing, all Improvements shall be confined to the area encompassed by the Building Envelope designated for each particular Lot. In addition, to protect the views to the ocean and to ensure a blending of buildings with the natural environment, the maximum elevation for each Lot is designated in the Lot Summary or on the Building Envelope for such Lot and will indicate the highest approved finish grade for the Improvements on each Lot. To minimize views of Improvements as seen from above and below, all Lot sites shall be subject to a maximum overall height not to exceed thirty (30) feet measured from the highest point on each structure to the lowest point of the contact with the finish grade.

1.1.3 CONSTRUCTION MATERIALS AND COLORS. All materials and Improvements shall be in conformity with the color scheme, type, quality, and other criteria established by the Architectural Committee and as set forth below.

1.1.3.1 **EXTERIOR BUILDING WALL MATERIALS.** The following exterior building wall materials are recommended.

- (i) Brick in earthtones used as accent walls;
- (ii) Textured concrete either bush hammered or sandblasted and/or integral colored;
- (iii) Textured plaster painted or integral color;
- (iv) Rough textured marble;
- (v) Ceramic tiles used as an accent or accent wall;
- (vi) Wood; and
- (vii) Stone.

The following materials are prohibited:

- (i) Mica plaster
- (ii) Concrete block over four (4) inch coursing;
- (iii) Corrugated metal;
- (iv) Standard precision block; and
- (v) Gloss-glazed ceramic tile.

Building walls shall be of minimum reflectivity and natural earth colors are encouraged, as well as the use of vines and other plant materials to soften exposed walls.

1.1.3.2 **COLORS.** Colors and treatment for all exterior walls and surfaces shall be nonglaring and muted consisting of earthtones and shall be subject to Architectural Committee approval. Bright whites will not be permitted. Low earthtones will be allowed for accents only.

1.1.3.3 **PAINTING.** Wherever painted surfaces are specified, paint shall be applied in a minimum of two coats; one prime coat and a finish coat.

1.1.3.4 **SINGLE-WALL CONSTRUCTION.** Girts shall not be permitted for single-wall structures.

1.1.3.5 **DOUBLE-WALL CONSTRUCTION.** Exterior siding for double-wall construction shall consist of not less than 1/2 inch thick material, or equal, subject to the approval of the Architectural Committee.

1.1.3.6 **ROOFING MATERIALS.** The following recommended roofing material must be installed in strict accordance with the manufacturer's and/or appropriate association's specifications:

- (i) Colored concrete or clay tiles;
- (ii) Wood shake or shingles; and
- (iii) Standing seam metal roof provided standing seam or metal batt is a maximum twelve (12) inches apart and standing seams or batts area is a minimum one and one-half (1-1/2) inches in height.

All roofs will have a finished surface that will not produce glare or have reflective qualities.

The following roofing materials are prohibited, except as otherwise indicated:

- (i) Corrugated metal, except roofs in the medium to dark color range located on structures ancillary or secondary to Residences;
- (ii) White or bright rock;
- (iii) Asphalt shingles;
- (iv) Asbestos shingles;
- (v) Decramastic roofing;
- (vi) Mastic coated, pattern stamped sheet metal, except roofs in the medium to dark color range located on structures ancillary or secondary to Residences;
- (vii) Spray urethane foam;
- (viii) Glossy or reflective materials; and
- (ix) Cap sheet.

Other types of roofing material will be considered by the Architectural Committee if requested by the Owner and upon submission of evidence of quality comparable to recommended roofing materials and provided the material is compatible to the surroundings.

1.1.3.7 ROOF COLORS. Roofs shall have earhtone colors within the medium to dark range and shall be complimentary to the surrounding hillsides and in harmony with the terrain. Skylites shall be clear, bronze or smoke color plastic or glass with the metal frame colored to match the surrounding roofing color. White plastic and white aluminum shall not be permitted.

1.1.3.8 **ROOF SLOPES.** Roof slopes shall be pitched and shall have a minimum slope of four (4) inches in twelve (12) inches except that no more than ten percent (10%) of the roof area may have a slope less than four (4) inches in twelve (12) inches, but no less than two (2) inches in twelve (12) inches. Roof overhangs are required. The standard minimum overhang measured horizontally from the top of the building wall to the edge of the overhang shall be three (3) feet, unless otherwise approved by the Architectural Committee.

1.1.3.9 **EXTERIOR GLASS AND GLAZING.** The following glass and glazing materials are recommended:

(a) Glass: Solar bronze or clear with bronze colored metal frames or wood frames.

The following glass and glazing materials are prohibited:

(ii) Green or blue-tinted glass; and

(iii) Nonanodized or clear anodized aluminum frames.

1.1.3.10 **PAVING MATERIALS.** The following paving materials are recommended:

(a) Uncolored concrete with sand, trowel or broom finish;

(b) Quarry tile, or paving brick tile in earthtones;

(c) Concrete, integrally colored, rock salt or exposed aggregate finish with brick or wood edge;

(d) Cobblestone - textured or stamped concrete;

(c) Washed terrazzo;

(f) Exposed aggregate, pea gravel in concrete; and

(g) Large, rough-textured precast integrally colored pavers.

The following paving material is prohibited:

- (i) Asphalt, except for tennis courts.

1.1.4 EXTERIOR LIGHTING. There shall be no exterior lighting of any sort either installed, operated or maintained, the light source of which is visible from the adjacent street or adjacent Lots, except for porch and other exterior landscaping and security lighting and as otherwise approved by the Architectural Committee.

1.1.5 SPECIFIC LIMITATION. Regardless of the cost or replacement value of same, the following specific conditions, limitations and restrictions shall be applicable to any Improvement, alteration or repair undertaken upon any Lot:

- (i) no second-hand or used lumber or other material shall be used in any construction without the prior approval of the Architectural Committee; and
- (ii) all framing lumber shall be pressure treated against termites and rot and shall carry a five-year guarantee against termite damage.
- (iii) rain gutters shall be of a matching type for the Improvement served and, except for copper gutters, shall be painted in non-reflective colors which match the trim or siding colors of the Improvement;

1.1.6 REMOVAL OF DEBRIS. In connection with the construction of any Improvement on any Lot:

- (i) the Owner of such Lot shall be strictly responsible to insure that all trash, debris and other refuse material is properly disposed of and that no trash, debris or other refuse material is placed on any other Lot or property in the Common Area; and
- (ii) in any contract for the construction of Improvements, the Owner of such Lot shall insure that there is adequate provision made therein for the proper removal and disposal of trash, debris and other refuse material.

1.1.7 HEIGHT OF FENCES. No garden wall or fence built along property lines or within the setback areas, whether or not used as a retaining wall, shall have an exposed face higher than three (3) feet above the highest existing or approved finish grade at any given point at the wall. Privacy fencing adjacent to pools and patios shall be located within the Building Envelope and may be up to six (6) feet in height, but shall blend with the architecture of the Improvements. Retaining walls of heights greater than six (6) feet above the highest existing or approved finish grade at the wall shall require terracing at intervals no greater than six (6) feet. Terraces shall be a minimum of four (4) feet wide and all terraces must be landscaped in accordance with Section 4.4 of the Declaration.

1.1.8 MAILBOXES. There shall be no exterior newspaper tubes or freestanding mailboxes except a central mail box pavilion installed or to be installed by Declarant or as otherwise approved by the Architectural Committee.

1.1.9 GARAGES. A double-car garage containing not less than 400 square feet of parking area and a width of not less than 18 feet between outside supports shall be attached to the Residence; provided, however, that a detached double garage may be substituted in cases where an attached garage is not feasible. Every garage, whether attached or detached, which has a vehicular entrance facing a street shall contain not less than an additional 60 square feet of enclosed and covered area for service and storage facilities. Carports and single-car garages will not be permitted. However, garages for more than two cars will be permitted, if approved by the Architectural Committee. Garages may be attached or detached, and all garages must have doors.

Garages shall be used only for the parking or repair of motor vehicles, storage and workshop purposes. Doors to garages shall be kept closed, except when necessary for movement of motor vehicles and other permitted items therefrom.

Any garage facing a street shall be a minimum of twenty (20) feet from the property line at the street. Variances from this requirement will be considered by the Architectural Committee in cases involving unusually shallow depth or odd shape Lots, or in which extensive excavation or embankment would be required.

1.1.10 SIGNS. No signs whatsoever, including but not limited to commercial, political and similar signs, shall be erected or maintained on any Lot within the Lot Area. Notwithstanding anything herein to the contrary, the following signs shall be permitted:

- (i) Such signs as may be required by legal proceedings;
- (ii) Residential identification signs, subject to the approval of the Architectural Committee as to suitability with a maximum face area of two square feet;
- (iii) During the time of construction of any Residence or other Improvement, job identification signs of a type customarily employed by contractors, subcontractors and tradesmen having a maximum face area of three square feet; and
- (iv) Not more than one "for sale" or "for rent" sign per Lot having maximum face area of two square feet.

The Owner recognizes and acknowledges Declarant's right, as the developer of the 'Aina O Ka Hale Pili Subdivision, to be free from competition from the Owner in the sale of Owner's unimproved Lot or Lots in the following limited respect: For a period of the lessor of: one (1) year following sale of the first unimproved Lot to an Owner by the Declarant or thirty (30) days after the last Lot is sold to an Owner, the Owner shall not display any "for sale" signs (or any other signs of a similar nature advertising the unimproved Lot or Lots for sale) on his unimproved Lot, or on any other Lots, Common Area, or areas dedicated to the County of

Mauia or the State of Hawaii or any agency or agencies thereof; provided, however, that this prohibition shall not apply to any mortgagee in possession.

1.1.11 WALLS AND FENCES. The following wall and fence materials and styles are recommended:

- (i) Brick in muted, natural earhtone colors;
- (ii) Stone;
- (iii) Wood; and
- (iv) Combinations of wood and stone.

The following wall and fence materials and styles are prohibited:

- (i) Chain-link fences or gates, except for tennis courts;
- (ii) Concrete block;
- (iii) Plaster;
- (iv) Open-slat wood; and
- (v) Standard precision block.

1.2 RESIDENTIAL AREA, GRADING, EXCAVATION, FILL AND DRAINAGE. THE LAND COMPRISING THE 'A'INA O KA HALE PILI SUBDIVISION IS FORMED OF PAUWELA CLAY. DUE TO STEEP TOPOGRAPHY AND RAPID WATER RUNOFF WITHIN THE GULCH AREAS OF THE PROPERTY, SOME SOIL AREAS ARE GENERALLY DRY EXCEPT DURING PERIODS OF EXTREME HEAVY RAINFALL. SOIL COVERING IS THIN AND CHARACTERIZED BY ROCK OUTCROPPINGS AND LOOSE SURFACE ROCK.

THE OWNER IS ENCOURAGED TO SEEK THE ASSISTANCE OF A LICENSED SOILS ENGINEER TO EXAMINE AND TEST THE SOILS CONDITIONS ON HIS LOT PRIOR TO UNDERTAKING ANY CONSTRUCTION. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SOIL CONDITIONS.

THE OWNER SHALL ACCEPT THE CONDITION OF THE LOT AS IS AND SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE LOT, INCLUDING WIND AND WATER EROSION CONTROL. ALL GRADING, EXCAVATION, FILL, DRAINAGE AND SITE WORK REQUIRED AFTER THE OWNER PURCHASES HIS LOT SHALL BE DONE ONLY IN ACCORDANCE WITH PLANS APPROVED BY THE ARCHITECTURAL COMMITTEE AND AT THE OWNER'S EXPENSE AND SHALL COMPLY WITH ALL

LAWS, ORDINANCES AND REGULATIONS OF THE STATE OF HAWAII AND THE COUNTY OF MAUI.

1.2.1 GRADING. The Owner shall obtain all permits for grading cuts and fills as are required by the County of Maui prior to commencement of any grading or filling and shall abide by requirements of all local ordinances. All grading shall be confined to the area necessary to construct the Improvements within the Building Envelope. Grading of step or building pads conforming to the topography of each Lot is encouraged. Architectural Committee approval to any grading cuts and fills shall be obtained prior to the commencement of work thereon.

1.2.2 EXCAVATION AND FILL. Fill or top soil material brought to the site by the Owner shall be free of adobe, termites and deleterious matter.

All excavation and fill areas shall be shaped to blend into the adjacent land forms and shall be done so as not to adversely affect adjacent Lots or the Common Area.

Whenever excavation and fill creates an unstable bank condition, or potentially unstable bank condition, the Owner shall take appropriate action to control and retain the embankment. Excavation or fill which, in the judgment of the Architectural Committee, creates a high and unsightly retaining wall may be disapproved.

Whenever excavation or fill requires the construction of a retaining wall it shall be the Owner's responsibility to install and maintain the wall. All retaining walls placed upon embankments or fill areas of more than eighteen (18) inches in height or depth shall be designed by a registered architect or structural engineer.

Whenever excavation or fill causes destruction of existing drainage swales or natural drainage patterns, it shall be the Owner's responsibility to restore such swales and drainage patterns or to otherwise provide for adequate drainage.

1.2.3 DRAINAGE. The Subdivision Map locates all drainage easements. The Owner is requested to direct his architect to examine the Subdivision Map before preparing the site plans. The flow of surface or subsurface drainage onto, across or from each Lot must not be obstructed. Such runoff shall be dispersed or channeled by surface swales or other facilities in such a manner as to prevent erosion and damage to property. The Architectural Committee will closely scrutinize the proposed location of lot drainage facilities and may suggest revisions to provide for acceptance or discharge at certain points or locations along lot boundaries as indicated on the Subdivision Map. The Owner, however, will be responsible for the actual design of these facilities and will be liable for all claims or damages resulting therefrom. The Architectural Committee will not unreasonably withhold approval of any design for Lot drainage facilities, but will disapprove designs which, in its opinion, are impractical or do not adequately consider the possible adverse effects on other Lots.

The Owner shall, in the event of any violations of this Section, restore the altered Lot to its state existing immediately prior to such violations, including the filling of any

excavation or removal of any fill. If the Owner fails or refuses to restore such Lot as aforesaid, then the Association shall do such restoration and the Owner of such Lot shall reimburse the Association for all expenses incurred by it in performing its obligations under this Section. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a reimbursement assessment against such Owner pursuant to Section 3 of Article VII of the Bylaws.

1.3 DESIGN AND CONSTRUCTION DETAILS.

1.3.1 Each Residence, exclusive of garage and attached or detached open lanai(s), shall have a minimum enclosed floor area of 1,500 square feet.

1.3.2 The Residence proper, including garage and lanai(s), shall cost not less than \$150,000.00 exclusive of costs for swimming pools, retaining walls which are not a part of the Residence foundation, and other Lot Improvements and exclusive also of appliances and interior furnishings, including carpets and drapery. The Owner will, upon request, furnish to the Architectural Committee a written statement by the supervising architect or other party acceptable to the Architectural Committee certifying that, to the best of his knowledge and belief, the cost of the dwelling proper, including garage and lanai(s), will be at least \$150,000.00 and containing such data in reasonable detail as may be necessary to support such certification.

1.4 **LOT COVERAGE AND BUILDING ENVELOPE AREA.** The lot coverage area, being the total area under roof and trellis work within the wall lines and/or the outer vertical support members (including balcony railings) of all buildings on the Lot, but not including roof overhangs, shall not exceed or go beyond the Building Envelope. The maximum Building Envelope for a Residence shall not be greater than 15,000 square feet.

1.5 **FOUNDATIONS.** It shall be the Owner's responsibility to direct his architect to examine the Lot and arrange for subsurface soil investigation and, thereafter, to design the foundations accordingly.

1.6 **STRUCTURAL ANALYSIS.** The Architectural Committee, in reviewing building plans, will not undertake any structural analysis nor make any representation as to the sufficiency of the design or the proposed construction. This will be a matter solely for determination by the Owner or his architect.

1.7 HEIGHT OF BUILDINGS AND CHIMNEYS.

1.7.1 No portion of any Improvement shall be more than thirty (30) feet measured from the highest point on the building or structure to the lowest point of contact with the finished grade.

1.7.2 All roof appurtenances, such as chimneys, pipe vents and stacks, shall be subject to Architectural Committee approval and shall be designed to blend in with the roof. All fireplaces shall have spark arresters.

1.8 UNDER-HOUSE SUPPORT MEMBERS.

1.8.1 Improvements should be stepped so as to follow the contours of the land.

1.8.2 Knee bracing shall be avoided or fully concealed.

1.8.3 All under-house construction shall not exceed ten (10) feet in height from the point of lowest contact with the finished grade to the top of the wall or finished floor elevation. All under-house walls shall be constructed of rock or wood and the use of concrete or other materials is subject to Architectural Committee approval.

1.8.4 Because of the visual importance of the underhouse construction, individual solutions will be reviewed and approved on the basis of the objectives stated in the Declaration and these Design and Construction Standards.

1.9 SWIMMING POOLS AND PONDS. The construction of swimming pools and other types of ponds will be governed by the following:

1.9.1 Construction shall be in accordance with plans first prepared by the Owner and approved in writing by the Architectural Committee, and use shall be subject to the terms and conditions of the Declaration and these Design and Construction Standards.

1.9.2 The Owner shall provide a sound-treated filtering pump unit in order to prevent noise nuisance.

1.9.3 The pool or pond shall be kept operable in accordance with the rules and regulations of the Department of Health of the State of Hawaii and all other applicable laws, rules, regulations and ordinances. Upon abandonment, or should the pool or pond become a nuisance, the Owner will demolish the same and, insofar as is practicable, restore the land to a condition approximating that which existed prior to the construction of the pool or pond, and will thereafter properly landscape and maintain said restored land. The method of demolishing the pool or pond shall be subject to the Architectural Committee's approval. In any event that the pool or pond is required to be demolished, then, as an alternative to returning the land to its prior condition, the Owner may submit a new plan for the area to the Architectural Committee for approval and, if the same is approved, shall pursue implementation of the same with reasonable diligence.

1.10 SOLAR HEATING. Solar heating panels should be an integral part of the design of the Improvements and all plans submitted to the Architectural Committee for approval shall be required to indicate a design solution for incorporating panels even though panels are not a part of the initial Improvements. Subsequent installation shall conform to this design requirement.

1.11 VARIANCES. Individual solutions, at variance with the provisions of the Declaration and these Design and Construction Standards, will be considered on their architectural merit and on their contribution to the objectives stated above. Such variances shall

be specifically requested in writing by the Owner or his architect, and such request shall detail the reasons therefor. No variance from the requirements of the Declaration or these Design and Construction Standards will be permitted unless the Owner or his architect has obtained the prior written approval for such variance from the Director of the Department of Public Works for the County of Maui.

1.12 LANDSCAPING AND EXTERIOR MAINTENANCE OF LOTS. The Owner shall, within ninety (90) days after completion of the Residence, landscape the Lot in accordance with the approved plan and thereafter satisfactorily maintain said landscaping. Satisfactory maintenance shall mean that all plants, grass and shrubbery are neatly trimmed and reasonably disease-free. Lots fronting on two streets shall be landscaped along both frontages.

2.1 DESIGN REVIEW APPLICATIONS.

2.1.1 Except to the extent permitted by Section 2.1.5 below, any construction or reconstruction of, or the refinishing or alteration of any part of the exterior of, any Improvement upon any Lot is absolutely prohibited until and unless the Owner of such Lot first obtains the approval therefor from the Architectural Committee and otherwise complies with all of the provisions of the Declaration and these Design and Construction Standards. The Association shall remove any Improvement constructed, reconstructed, refinished, altered or maintained in violation of this paragraph and the Owner thereof shall reimburse the Association for all expenses incurred in connection therewith. Any Owner proposing to construct or reconstruct, or to refinish or alter any part of the exterior of, any Improvement on or within his Lot, or to perform any work which under this Section requires the prior approval of the Architectural Committee, shall apply to the Architectural Committee for approval as follows:

2.1.1.1 The Owner shall notify the Architectural Committee of the nature of the proposed work, and the Architectural Committee shall thereupon furnish such Owner with a building guide which summarizes the factors relevant to the design, construction and maintenance of Improvements in the Project and the various design controls and restrictions applicable to the Owner's Lot. The Owner shall acknowledge by letter that he has read and studied the contents of the building guide, as shall any architect employed by the Owner to design the proposed work. If the Architectural Committee shall so request within ten (10) days following its receipt of said letter of acknowledgment, the Owner and his architect, if any, shall meet with an architectural member of the Architectural Committee in order to benefit from such member's knowledge of and experience with the Declaration, and these Design and Construction Standards, the Architectural Committee Rules, and the Project. Such meeting shall be at mutually convenient time not to exceed thirty (30) days following the Architectural Committee's request therefor, and shall be held at the office of the Association, at the Project or at some other mutually convenient place. The Association will pay for the first hour of consultation with the architect member only. Any additional consultation shall be at the Owner's expense.

2.1.1.2 Following receipt by the Architectural Committee of said letter of acknowledgment and following said meeting, if any, Owner shall submit

to the Architectural Committee for approval preliminary plans and specifications for the proposed work including the following:

(i) a plot plan of the Lot showing (a) contour lines, (b) the location of all existing and/or proposed Improvements, (c) the proposed grading, drainage and roof plan, (d) the location of all proposed utility installations, (e) setback lines, and (f) a landscape plan indicating the proposed irrigation system;

(ii) floor plans;

(iii) drawings showing all elevations;

(iv) description of exterior materials and color, with samples;

(v) the Owner's proposed construction schedule; and

(vi) upon review and approval of the above-enumerated items, working drawings and construction specifications.

The plot plan shall be either $1/8$ inch = 1 foot, 1 inch = 10 feet or larger scale. In addition, the Owner or his architect shall also provide the Architectural Committee with three (3) copies of a reduced-scale plot plan at a 1 inch = 40 feet scale accurately and legibly showing the same items and details as the aforementioned plot plan as well as roof lines for all Improvements. This plan will be used to assemble a composite layout plan for the Project, showing the relationship of proposed locations of all Improvements and drainage control facilities. This layout plan will assist the Architectural Committee in its review of Residence sitings.

The floor plan shall be at a $1/4$ inch = 1 foot scale, showing plans for each level.

Exterior elevations shall be at a $1/8$ inch = 1 foot scale, showing each exposed side of the proposed Improvements, indicating proposed exterior materials and general color scheme.

Cross sections shall be at a $1/4$ inch = 1 foot scale.

The plans shall also show additional sections through ridge lines and/or high points of the roof showing the dwelling height in relation to the imaginary plane for houses using the determination of height limitation set forth in Section 1.7 hereof.

The plan shall also show the use of swimming pools and ponds, air conditioning systems and solar heating systems, if any are contemplated for use by the Owner.

The Architectural Committee shall require that the submission of plans and specifications be accompanied by a reasonable plans inspection fee to be determined by the Architectural Committee periodically. Final approval of any plans and specifications shall not be granted unless and until the Owner shall pay all review fees and costs incurred by the Association. The initial fee, if any, shall be paid when the initial application is made to the Architectural Committee.

2.1.1.3 If at any time following an Owner's notification of the Architectural Committee pursuant to subsection 2.1.1.1 above of his proposed work the Architectural Committee shall determine that it would be in the best interest of the Project for such Owner to employ an architect to design any Improvement involved in the proposed work, the Architectural Committee shall inform such Owner in writing of its determination, whereupon all preliminary plans and specifications submitted pursuant to subsection 2.1.1.2 above must be prepared by an architect.

2.1.2 Subject to the provisions of Section 2.1.1 above, the Architectural Committee shall approve the preliminary plans, drawings and specifications submitted to it pursuant to Section 2.1.1 only if the following conditions shall have been satisfied:

2.1.2.1 The Owner and the Owner's architect, if any, shall have strictly complied with the provisions of Section 2.1.1 above; and

2.1.2.2 The Architectural Committee finds that the preliminary plans and specifications conform to the Declaration, particularly to the requirements and restrictions of these Design and Construction Standards and to the Architectural Committee Rules in effect at the time such plans were submitted to the Committee.

2.1.3 Notwithstanding the provisions of Section 2.1.2 above, if within the thirty (30) day period referred to in said Section 2.1.1.1 a majority of the members of the Architectural Committee, in their sole discretion, find that the proposed work would, for any reason whatsoever (including the design, height or location of any proposed Improvement and the probable effect thereof on other Owners in the use and enjoyment of their private or Common Area) be incompatible with the 'Aina O Ka Hale Pili Subdivision, then the Architectural Committee shall not approve the preliminary plans, drawings and specifications submitted to it pursuant to Section 2.1.1 above and shall so notify the Owner concerned in writing setting forth the reasons for such disapproval.

2.1.4 The architect member of the Architectural Committee shall not participate in or decide or vote on any plans submitted to the Architectural Committee which such member shall have worked on.

2.1.5 **FORM OF APPROVAL.** All approvals shall be in writing and may be conditioned upon the submission by the Owner or the Owner's architect, if any, of such additional plans and specifications and sample materials as the Architectural Committee shall deem appropriate for the purpose of insuring that the construction of the proposed Improvement shall be in accordance with the approved plans; provided, however, that plans, drawings and

specifications which have been neither approved nor rejected within sixty (60) days from the date the architect member acknowledges receipt of the application shall be deemed approved. After approval of the preliminary plans and specifications or modifications or amendments thereto required by the Architectural Committee, if any, the Owner or the Owner's architect shall submit one (1) set of final plans to the Architectural Committee which shall include a complete set of construction plans and specifications, landscape and irrigation plans and samples of exterior colors and materials to be used in the construction of the Improvements which shall be retained and maintained by the Architectural Committee as a permanent record.

2.2 PROCEEDING WITH WORK. Upon receipt of approval from the Architectural Committee, pursuant to Section 2.1 above, the Owner shall, as soon as practicable, satisfy all conditions hereof and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations and excavations pursuant to said approval, said commencement to be, in all cases, within the time prescribed in Section 2.3 hereof. If the Owner shall fail to comply with this Section, any approval given pursuant to Section 2.1 above, shall be deemed revoked unless the Architectural Committee, upon written request of the Owner made prior to the expiration of said time period, extends the time for such commencement. No such extension shall be granted except upon a finding by the Architectural Committee that there has been no change in the circumstances upon which the original approval was granted.

2.3 FAILURE TO COMPLETE WORK. The Owner shall in any event complete the construction, reconstruction, refinishing or alteration of any such Improvement within eighteen (18) months after commencing construction thereof, except and for so long as such completion is rendered impossible or would result in great hardship to the Owner due to strikes, fires, national emergencies, natural calamities or other supervening forces beyond the control of the Owner or his agents. If the Owner fails to comply with this Section, the Architectural Committee shall notify the Board of such failure, and the Board shall proceed in accordance with the provisions of Section 2.4 below as though the failure to complete the Improvement were a noncompliance with approved plans.

2.4 INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

2.4.1 At least two (2) weeks prior to (i) that date upon which the completion of all framing for Improvements to be constructed upon any Lot shall be scheduled to occur, or (ii) that date upon which the completion of any construction, reconstruction, alteration or refinishing of the exterior of any Improvements is scheduled to occur, or (iii) that date upon which the completion of any other work for which approved plans are required under these Design and Construction Standards the Owner shall give written notice thereof to the Architectural Committee.

2.4.2 Within five (5) days after the completion of framing of Improvements or after the other occurrences mentioned above, the Architectural Committee, or its duly authorized representative, may inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the final plans. If the Architectural Committee finds that such construction, reconstruction, alteration or

refinishing was not done in substantial compliance with the final plans, it shall notify the Owner in writing of such noncompliance within such five (5) day period, specifying particulars of noncompliance, and shall require the Owner to remedy such noncompliance.

2.4.3 If the Owner shall have failed to remedy such noncompliance upon the expiration of thirty (30) days from the date of such notification, the Architectural Committee shall notify the Board in writing of such failure. The Board shall then set a date on which a hearing before the Board shall be held regarding the alleged noncompliance. The hearing date shall be not more than thirty (30) nor less than fifteen (15) days after notice of the noncompliance is given to the Board by the Architectural Committee. Notice of the hearing date shall be given at least ten (10) days in advance thereof by the Board to the Owner, the Architectural Committee and, in the discretion of the Board, to any other interested party.

2.4.4 At the hearing, the Owner, the Architectural Committee and, in the Board's discretion, any other interested person may present information relevant to the question of the alleged non-compliance. After considering all such information, the Board shall determine whether there is a non-compliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Board shall require the Owner to remedy or remove the same within a period of not more than forty-five (45) days from the date of the Board ruling. If the Owner does not comply with the Board ruling within such period or within any extension of such period as the Board, in its discretion, may grant, the Board, at its option, may either remove the noncomplying improvement or remedy the non-compliance and the Owner shall reimburse the Association for all expenses incurred in connection therewith upon demand. If such expenses are not promptly repaid by the Owner to the Association, the Board shall levy a reimbursement assessment against such Owner pursuant to Section 3 of Article VII of the Bylaws.

2.4.5 If for any reason the Architectural Committee fails to notify the Owner of any noncompliance within sixty (60) days after receipt of said notice of completion from the Owner, the Improvement shall be deemed to be in accordance with said approved plans.

2.5 **WAIVER; GOVERNMENTAL APPROVALS.** The approval by the Architectural Committee of any plans, drawings or specifications for any work done or proposed, or for any other matter requiring the approval of the Architectural Committee under the Declaration and these Design and Construction Standards, shall not be deemed to constitute a waiver of any right to withhold approval of any similar plan, drawing, specification or matter subsequently submitted for approval. In other words, any previous approval shall not be deemed precedent-setting. Under no circumstances shall the approval by the Architectural Committee be considered satisfaction of any requirement to obtain from local government agencies permits for construction, the responsibility for which shall be solely that of the Owner.

2.6 **ESTOPPEL CERTIFICATE.** Within thirty (30) days after written demand is delivered to the Architectural Committee by any Owner, and upon payment to the Association of a reasonable fee (as fixed from time to time by the Board), the Architectural Committee shall record an estoppel certificate, executed by any two (2) of its members, in a form suitable for recording at the Bureau of Conveyances of the State of Hawaii, as the case may be, certifying

(with respect to any Lot of said Owner) that, as of the date thereof, either: (i) all Improvements made and other work done upon or within said Lot comply with these restrictions, or (ii) such Improvements or work do not so comply, in which event the certificate shall also identify the noncomplying Improvements or work and set forth with particularity the basis of such noncompliance. Any purchaser from the Owner, or from anyone deriving any interest in the Lot through him, shall be entitled to rely on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Association, Declarant, all Owners and such persons deriving any interest through them.

2.7 LIABILITY. Neither the Architectural Committee nor any member thereof shall be liable to the Association or to any Owner or to any other person for any damage, loss or prejudice suffered or claimed on account of: (i) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (ii) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (iii) the Improvement or any manner of improvement of any Lot; or (iv) the execution and filing of an estoppel certificate pursuant to Section 2.6 hereof, whether or not the facts therein are correct; provided, however, that such member has acted in good faith on the basis of such information as may be possessed by him. Without in any way limiting the generality of the foregoing, the Architectural Committee, or any member thereof, may, but is not required to, consult with or hear the views of the Association or any Owner with respect to any plans, drawings, specifications or any other proposal submitted to the Architectural Committee.

2.8 NONEXISTENCE OF ARCHITECTURAL COMMITTEE. In the event that at any time through death, absence from the State, resignation, or for any other reason, there shall not be an Architectural Committee or there shall not be a quorum necessary to act on a particular matter the approval or action by the Architectural Committee being required hereunder for such matter and such situation lasts for a period of not less than twenty (20) days, then, and until there shall again be an Architectural Committee with sufficient members, all matters requiring such approval or action may be approved or done by the President of the Association, or, in the absence thereof, by any Vice President of the Association, and his certificate that there had been no Architectural Committee, or that the required members were not present, and that he was acting pursuant to the authority of this Section shall be conclusive between the Owners, the Association, or from anyone deriving any interest in a Lot through an Owner, and any other person. The President or a Vice President acting hereunder shall be entitled to employ an architect or engineer to render technical advice and to receive reasonable compensation to be set by the Board for his services.