

25-
E. 12-

R-692

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

JAN 22, 1998 09:00 AM

Doc No(s) 98-008688

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

[Handwritten signature]

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:
MANCINI ROWLAND & WELCH
ATTN: THOMAS WELCH, JR
33 LONO AVE, STE 470
KAHULUI, HI 96732

RS(3)

TOP 384 147

THIS DOCUMENT CONTAINS 32 PAGES

TDW:dkw24371A-2\32323\January 13, 1998

Affects TMKs (2) 4-3-01:70, (2) 4-3-05:16 & (2) 4-3-05:18
Total No. of Pages: 32

KAHANA RIDGE

Declaration of Covenants, Conditions and Restrictions

This Declaration is dated this 12th day of January, 1998, and is executed by MAUI USA, INC., a Nevada corporation, the principal place of business of which is 505 Front Street, Suite 233, Lahaina, Hawaii 96761 ("Declarant").

1. RECITALS

1.01. The Land. The land to which this Declaration applies is the land described in Exhibit A attached hereto and made a part hereof. However, Lot No. 196 described on File Plan for Kahana Ridge Subdivision ("Subdivision No. 1") recorded in the State of Hawaii Bureau of Conveyances as File Plan No. 2209 is excluded and shall not be encumbered in any way by this Declaration. This Declaration and each covenant will run with the land and will be binding upon and inure to the benefit of each subdivided lot

within said land (other than said Lot 196) and all of its successive owners and occupants.

The description of the land in Exhibit A refers to the lot numbers as shown on three separate file plans referred to as Subdivision No. 1, Subdivision No. 2, and Subdivision No. 3, respectively, recorded in the State of Hawaii Bureau of conveyances. For convenience, however, the body of this Declaration will refer to all lots as numbered on the consolidated plan attached hereto as Exhibit B. These lot numbers are used by Declarant in marketing and managing the development. References to Easements by number shall refer to the easements (and of numbers) as shown on the recorded file plans, not as shown on Exhibit B.

1.02 Common Development Plan. It is the Declarant's intention to create a common development plan, enforceable by the Declarant or any property owner within the said land, in accordance with this Declaration. The acceptance of a deed, agreement of sale, lease, or other conveyance by any person of any property or any interest in any property within the subdivision shall constitute acceptance of these covenants, regardless of whether or not said instrument is expressly made subject hereto. This Declaration shall be binding upon and enforceable against each owner, purchaser, tenant and occupant of all or any part of said land, including each Property (defined in Section 2.05 below) and against each person using any Common Area (defined in Section 2.03 below), and their respective successors in interest; and shall be deemed incorporated in each deed, lease or other instrument by which any right, title or interest in Kahana Ridge or any Property is granted, devised or conveyed, whether or not expressly referred to therein.

2. DEFINITIONS

The following terms shall have the following meanings:

2.01. "Declarant" means MAUI USA, INC., and its successors and assigns who shall be identified as such in an instrument executed by Declarant (or a successor or assign of Declarant), to be recorded in the Bureau of Conveyances of the State of Hawaii.

2.02. "Declaration" means this Declaration of Covenants, Conditions and Restrictions.

2.03. "Common Area" means (i) all roadways, median strips, entrance features, rock walls and appurtenant landscaping within the Kahana Ridge subdivision which are not included within the area of any Property (defined below), if and so long as such roads and facilities shall not have been dedicated to and accepted by the County of Maui; (ii) Lot 233 "Archaeological Preservation Area", 17,345 square feet, (i.e., Lot 195 in Subdivision No. 1; (iii) Lots 40, 61 and Roadway Reserve (i.e., Lots 35, 56 and 200 in

Subdivision No. 1; Lots 1, 2 and 24 in Subdivision No. 3 and all improvements thereon for parks, and related uses; (iv) all water and sewer transmission lines which serve more than one Property and which are located either within Kahana Ridge or in easement areas outside Kahana Ridge, together with all appurtenant meters, valves, pumps, generators, electrical installations and equipment; (v) all land areas within Kahana Ridge but outside of the boundaries of any Property; (vi) all areas within one or more Properties comprising landscaping easements or drainage easements for the benefit of other common areas or Kahana Ridge as a whole or as may be required by governmental authorities; (vii) drainage easements and other easements if any, outside of Kahana Ridge held or to be held for the benefit of Kahana Ridge; (viii) all structures, installations and equipment comprising Kahana Ridge's roads and street lighting system, street and property signs, rock walls and perimeter boundary fencing; (ix) the areas described as Easements 44 and 46 on Subdivision No. 1, Easement No. 6 on Subdivision No. 2 and Easement No. 5 on Subdivision No. 3, as landscaped areas; (x) Hui Road fronting Honoapiilani Highway described as Lots 197, 198 and 199 in Subdivision No. 1; Lot 34 in Subdivision No. 2; and Lots 25 and 26 in Subdivision No. 3; and (xi) such other assets, properties, facilities, and property rights, if any, which may in the future be designated as Common Area by Declarant or transferred to or acquired by the Association (defined below).

2.04. "Association" shall mean the Kahana Ridge Association, Inc., a Hawaii non-profit corporation, as more particularly described in Article 6 below.

2.05. "Property" means each of the following subdivided lots: Lots numbered 3 through 39, 41 through 60 and 62 through 232 as shown on the plan attached as Exhibit B. These are the same as the following numbered lots on the individual File plans listed in Exhibit B:

- (a) Subdivision No. 1. Lots 4 through 34, 36 through 55, 57 through 80, 91 through 95, 98 through 116, 118 through 126, and 129 through 194, inclusive.
- (b) Subdivision No. 2. 1 through 33, inclusive.
- (c) Subdivision No. 3. 3 through 23, inclusive.

2.06. The terms "Neighborhood" and "Kahana Ridge" mean all the Properties in Kahana Ridge subdivision as described in Section 2.05 above, and all roads and other Common Areas (whether now or in the future designated as such) shown on the Plan.

2.07. "Owner" of a Property means any person (including Declarant) who owns a fee simple interest in said Property, and any person to whom all rights as Owner (including voting) shall have been transferred by means of (a) a deed, (b) a lease of said

Property for a period in excess of 10 years, or (c) an agreement of sale which transfers all rights of possession and occupancy; provided, however, that in each such case the transferee of said rights will not be recognized as an "Owner" by the Association unless a written notice of transfer is filed by the transferor in the official ownership records of the Association maintained by the Board of Directors.

2.08. "Plan" means the composite subdivision plat map entitled "Kahana Ridge Subdivision" dated June 26, 1996, by Robert T. Tanaka Engineers, Inc., attached hereto as Exhibit B.

2.09. "Subdivision No. 1", "Subdivision No. 2" and "Subdivision No. 3", mean, respectively, the three recorded file plans described as such in Exhibit A attached hereto.

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

3. COVENANTS

3.01. Permitted Uses and Buildings. Kahana Ridge is intended to be a high quality, single-family residential community. Each Property shall be used exclusively for single family residential purposes and such uses and structures customarily appurtenant to a single-family residence. The term "single-family residence" means a residence designed to accommodate no more than one family and its guests. No building shall be erected or permitted to remain on any property other than (a) one detached, single-family dwelling, together with an attached and enclosed private automobile garage for no more than three, nor less than two, automobiles; and (b) structures which are customarily appurtenant to a single-family residence such as (by way of examples only) a fence, dog house or pool. All buildings and structures will comply with all applicable County of Maui codes and regulations and this Declaration.

3.02 No Commercial Use. No Property shall be used for any commercial, professional or business use, except the following:

(a) Reasonable sales activities on any Property for the purpose of selling such Property, including but not limited to reasonable placement of signs and advertising of the Property for sale subject to any reasonable restrictions for the protection of the subdivision as the Board of Directors or the Association may adopt from time to time; and

(b) Declarant's activities in connection with the sale of any Properties in the Neighborhood, including but not limited to the construction and operation of a model home or sales office.

3.03. Vehicles and Parking. Vehicles shall be parked only in the driveway or garage on a Property, and there shall be no parking on any street in the Neighborhood except for temporary parking of vehicles of guests and visitors, subject to such rules and regulations as the Association, through its Board of Directors, may adopt from time to time. For purposes of this section, golf carts, motorcycles, motor bikes, mopeds and other similar machines shall be deemed to be "vehicles" (as well as automobiles and other motor vehicles). No trailers, campers (with or without wheels), mobile homes, recreational vehicles, commercial vehicles, vehicles with commercial writing on their exteriors, trucks with a capacity of greater than one ton, tractors, unregistered vehicles, stored vehicles, inoperable vehicles, boats or boat trailers may be parked or stored on any Property, except in a garage (with doors shut), and except in unusual or special circumstances involving a single, temporary and nonrecurring occasion. Vehicles that become inoperable while on a Property and outside of an enclosed garage must be removed from the property or placed within an enclosed garage within seventy-two hours thereof. For purposes of this Section, a vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for fourteen consecutive days without the prior approval of the Board of Directors of the Association. No repair work may be performed on any vehicle on the Property except within the garage and such work must be completed within 24 hours after it is begun.

The foregoing is not, however, intended to prohibit temporary parking of commercial vehicles entering to provide goods or services to the occupants of any Property.

3.04. Animals and Pets. No more than two common domesticated household pets weighing not more than 65 pounds each shall be permitted on any Property. No other animals shall be permitted in Kahana Ridge, including horses, cows, pigs, chickens or other livestock not normally considered as household pets in residential (non-agricultural) subdivisions. All animals will be confined to the borders of their Owner's Property at all times when out of doors (except when on a leash and accompanied by a person) and shall be controlled so as not to create noise, odors or other nuisance which would disturb any other occupant of the Neighborhood.

3.05. Nuisances. No noxious or offensive activity shall be carried on upon any Property, nor shall anything be done on any Property which may be or may become an annoyance or nuisance to any occupants of the Neighborhood, including but not limited to activities which cause unreasonable noise, dust, or odors or unreasonably violate privacy or violate any applicable laws, rules or regulations.

3.06. Maintenance of Structures, Properties and Landscaping. All structures located on each Property shall be kept in attractive condition, in good order and repair, and free from visible deterioration. All grass and vegetation on each Property (whether vacant or improved with a dwelling) will be kept neatly trimmed and hedges and other

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

Also the Owner of each Property will maintain the landscaped or planted areas fronting said Property, including the areas between the Property boundary and roadway itself and including the irrigation system and spaces abutting the sidewalk.

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

3.08. Antennas. No exterior antenna or satellite dish shall be permitted on any Property unless such apparatus is completely enclosed within the dwelling or garage and invisible from other Properties and from roads.

3.09. Refuse and Building Materials. All trash, garbage and other waste shall not be kept on any Property except in sanitary containers, stored inside the dwelling or the garage and not visible from any street or other Property. No new or used building materials shall be stored on any Property except during active construction and all construction waste will be removed promptly after construction is complete. No Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

3.10. Clotheslines and Tanks. There shall be no exterior clotheslines or fuel storage tanks of any kind (whether above ground or underground) on any Property (except for standard propane tanks which are part of an outdoor barbeque grill).

3.11. Exterior Lighting. All exterior lights shall be appropriately screened so as not to cause any unreasonable glare visible from adjoining Properties or streets.

3.12. Swimming Pools. There shall be no free standing or above-ground swimming pool on any Property, and each swimming pool will be installed with appropriate fencing and landscaping as approved by the Architectural Design Committee under Article 4 below.

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

3.14. Construction. Once the construction of any building or structure on a Property has commenced, said building or structure shall be pursued in good faith and with due diligence to completion within the shortest reasonable time and in all events said building or structure and all surrounding grass, planted areas and other landscaping shall be completed not later than one (1) year from the date of commencement.

3.15. Landscaping, Drainage and Setback Areas. No buildings or other structures shall be built within (a) any easement area defined in Section 2.03 for use as landscaped area, (b) in any area used for drainage or (c) in any setback area required by law or the 20 foot setback areas required by the County of Maui along the Hui (cane haul) and Hoohei Road frontages of Lots 65, 67, 68, 69, 72, 73, 74, 77, 78, 79 and 82 through 103.

3.16. Signs. Signs shall be prohibited except (a) Declarant's signs in connection with the construction, promotion and sale of Kahana Ridge, (b) not more than one standard broker's-type "for sale" sign on a Property in connection with resale of said Property and (c) subdivision and road identification signs installed by the Declarant or the Board of Directors of the Association.

3.17. Access Restrictions. Certain lots may not have any direct vehicular access to or from Hoohei Road, Hui (cane haul) Road, or other road as may be restricted by the County of Maui as part of final subdivision approval. Alternative access shall be provided for each such Lot.

4. ARCHITECTURAL CONTROLS

4.01. Purpose. The purposes of the architectural controls set forth in this Article 4 are: To insure the best and most appropriate development and improvement of each Property; to protect the Owners of Properties against improper development of any other Property which might depreciate the value of the Neighborhood as a whole; to preserve as far as practicable the natural beauty of each Property and the Neighborhood as a whole; to guard against the erection of structures which are poorly designed or proportioned or structures built of improper or unsuitable materials.

4.02. Restriction and Scope. No structure which is or will be visible from a road or from any other Property may be constructed without the prior written approval of the Architectural Design Committee (defined below); and no such structure, once built, may be externally remodeled, changed in color or otherwise visually altered to any material extent without the prior written approval of the Architectural Design Committee. The Owners of each Property shall comply with and abide by all proposals, plans and specifications submitted to and approved by the Architectural Design Committee with respect to said Property. The term "structure" includes a building, any addition or expansion, pool, fence, wall, and any other man-made item located on or above the surface of the ground which may be visible from any road or other Property, and also

includes any pavement of a driveway, parking area, lanai or open patio.

Notwithstanding the foregoing, the following shall not be subject to prior written approval of the Architectural Design Committee under this Article 4: (a) the construction, remodeling or change of any structure by the Declarant (or any successor as developer of all or part of Kahana Ridge) as part of the development of Kahana Ridge or for sale to a purchaser as part of the first sale of the Property on which it is located; and (b) the construction, remodeling or change of any structure by the Association of any common area installations, structures or facilities.

The repair or reconstruction of a damaged structure in accordance with plans previously approved for the original structure or the repainting of a structure in accordance with a previously approved color and color scheme shall not require the prior written approval of the Architectural Design Committee.

4.03. Composition of Architectural Design Committee. The Declarant, or any person or persons whom the Declarant in its sole discretion may designate, shall serve as the Architectural Design Committee until the first to occur of the following two dates (the "Termination Date"): (a) the expiration of seven (7) years after the recording of this Declaration in the Bureau of Conveyances of the State of Hawaii, and (b) the date on which the Declarant shall, in its sole discretion, notify the Board of Directors of the Association that the Declarant no longer desires to act in the capacity of the Architectural Design Committee. On the Termination Date, the Architectural Design Committee's functions shall automatically vest in the Board of Directors of the Association who shall thereafter act in all respects as the Architectural Design Committee (unless or until the Association at a regular or special meeting shall vote to discontinue design review requirements altogether).

4.04. Standards and Procedures of the Architectural Design Committee. All proceedings by the Architectural Design Committee shall be conducted in an orderly manner and a reasonable record of all proceedings shall be maintained.

All applications for approval of the Architectural Design Committee shall be accompanied by plans, specifications and other supporting material which shall be detailed and complete to the point which would, in the Architectural Design Committee's reasonable judgment, enable it to adequately understand and evaluate the location and appearance of the planned work. The Architectural Design Committee may (but is not required to) engage one or more architects, engineers or other professionals to assist it in its deliberations and review and processing of applications and may assess to the applicant all reasonable costs and fees incurred. The Architectural Design Committee shall have the right to refuse to consider any application unless and until the application shall have been completed, and no application to said Committee shall be deemed completed until all materials shall have been received by said Committee in accordance

with all rules and requests of said Committee, all requests and rules of said Committee shall have been complied with, and all assessments shall have been paid.

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

The approval of the Architectural Design Committee shall not be withheld unreasonably, provided that the following conditions are met: (a) all permissions and approvals of all governmental authorities having jurisdiction shall have been obtained; (b) the proposal complies with all terms and conditions of this Declaration; (c) the proposal conforms to the Design Standards attached hereto as Exhibit C as they may be amended from time to time by the Architectural Design Committee (or conforms to any variance granted by the Architectural Design Committee), and (d) the appearance of the proposed structure, alteration, addition or treatment is not likely to be out of harmony or out of scale with the rest of the Neighborhood. Any decision of the Architectural Design Committee which involves a subjective conclusion as to taste or aesthetics (such as matters referred to in clauses (c) and (d) in the preceding sentence which require an opinion or judgment) shall be final and binding on all concerned and shall not be appealable to any court or tribunal (but any such decision may be reconsidered by the Committee in its sole and absolute discretion).

Any application for approval shall be deemed automatically approved by the Architectural Design Committee if the Committee shall fail to approve or disapprove it in writing within sixty (60) days after the applicant has submitted to the Committee the completed application and all supporting plans and other materials in accordance with the preceding paragraphs.

If no suit or other proceeding shall have been commenced in a Hawaii court of competent jurisdiction within one (1) year after the completion of construction or alteration of any structure, such construction or alteration shall be deemed automatically to have complied with all of the provisions of this Article 4 and the Design Standards, notwithstanding any actual failure of any person to comply strictly with all of the requirements and procedures of this Article 4.

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

Without limiting the generality of the preceding paragraph, the Architectural Design

Committee and its members shall have no responsibility or liability with respect to the structural integrity or soundness of any construction or compliance with any codes or other governmental requirements. Neither the Declarant, the Association, its Board of Directors, nor the Architectural Design Committee (nor the agents, officers, members or affiliates of any of them) shall be held liable for any injury, loss or damages arising out of or in any way connected with the integrity, quality or execution of any construction or design.

4.06. Variances. The Architectural Design Committee in its sole discretion may grant variances from the strict requirements of the Design Standards in individual cases if said Committee determines in good faith that (a) strict compliance would result in an undue hardship or would serve no reasonable purpose, and (b) the structure, alteration or addition, or its location, as proposed, complies with the general spirit and intent of the Design Standards and this Declaration. The Architectural Design Committee will give all Owners within the Neighborhood (as listed on the records of the Association) notice of the proposed variance and a reasonable opportunity to be heard (but any failure of said Committee to notify any Owner shall not invalidate any action taken by said Committee). The preparation, addressing, mailing and distribution of said notice shall be at the expense of the applicant. The Architectural Design Committee's discretion to grant or withhold a variance in any particular case shall be solely within the Committee's discretion, shall be binding on all parties and shall not be appealable, and shall not bind said Committee as precedent in any other case.

4.07. No Protection of Views. No Property shall have any vested rights or easements for the protection of any view from said Property and the Declarant makes no warranties or representations of any kind to the buyer, owner or occupant of any Property concerning the extent, attractiveness or protection of any view over any Property or Common Area from any other Property or Common Area. The Architectural Design Committee shall have no obligation to consider the protection of views in any case before it (including both original applications or variance applications) unless a formal written view easement shall have been specifically granted by the Owner(s) of any Property in favor of the applicant before the Committee and said easement shall have been recorded in the Bureau of Conveyances of the State of Hawaii and a true copy delivered to the Architectural Design Committee with the application. However, the Architectural Design Committee shall have the unilateral right, in its sole discretion, to consider views (see Section C-2 of the Design Standards) in approving proposed structures and improvements.

4.08. Design Standards. The Design Standards attached hereto as Exhibit C are hereby adopted by the Declarant as the Design Standards for Kahana Ridge. They shall apply to all Properties except where variances are granted in individual cases as provided in Section 4.06 above. The Design Standards may be amended from time to time by a vote of a majority of the members of the Architectural Design Committee, provided that

no amendment shall be inconsistent with, or have the express or implied effect of superseding this Declaration of Covenants, Conditions and Restrictions (as it may be amended by the Association under Section 8.04 below). The Architectural Design Committee shall give notice of all proposed amendments to all lot owners (as shown on the records of the Association) and a reasonable opportunity to comment, all in accordance with reasonable procedural rules adopted by the Architectural Design Committee from time to time.

No amendment to the Design Standards or this Declaration shall apply to any structure which shall have been previously approved by the Architectural Design Committee and the construction of which (in accordance with said approval) has commenced or will, in the reasonable judgment of the Architectural Design Committee, be commenced by the Owner in good faith without undue delay.

5. KAHANA RIDGE ASSOCIATION, INC.

5.01. Membership. The Owners of each Property shall automatically be members of the Kahana Ridge Association, Inc., a Hawaii nonprofit corporation and said membership will be mandatory. Said membership may be transferred or encumbered only with and to the same extent as the Property to which it is appurtenant is transferred or encumbered. In the event fee title to a Property is transferred without mention of said membership, said membership shall be deemed to be automatically transferred with said Property. Also, see Section 2.07 concerning the recognition of certain other persons as "Owners."

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

5.03. Special Requirements Concerning Certain Common Areas. Lots 1, 2 and

235 (i.e. Lots 1, 2 and 24 on Subdivision No. 3) will be made available to the public for use as public parks, as required by the County of Maui as a condition of subdivision approval, in accordance with the Unilateral Agreement and Declaration of Covenants and Conditions Concerning Dedication to Park Use Under Maui County Code Section 18.16.320E, dated October 30, 1997, to be recorded in the State of Hawaii Bureau of Conveyances. The Association will maintain said parks as a common expense in accordance with said instrument and in accordance with all County of Maui laws, rules and regulations.

The Association shall also be obligated to maintain, as a common expense, the Common Area shown on the Plan as Lot 233 "Archaeological Preservation Area" in accordance with all County of Maui requirements which may be imposed as part of the County's approvals of the subdivision.

The Association shall also maintain, as a common expense, the landscaping within the landscape easement areas described in Section 2.03(ix) above in a manner and to the extent that such maintenance shall be (a) required by any governmental agency as part of any governmental approvals of Kahana Ridge or any zoning or land use ordinances, or (b) determined by the Board of Directors of the Association in its discretion.

5.04. Common Expenses. Each Property shall be subject to the obligation to pay all assessments for common expenses assessed to said Property by the Association in accordance with the Articles of Incorporation and Bylaws thereof. The Association, by its Board of Directors, may enforce and collect each such assessment (together with all legal fees and expenses of enforcement) by legal proceedings to enforce such obligation, and may obtain against a delinquent Property an ex parte attachment or other lien which shall become effective against subsequent purchasers, mortgagees and lienholder as of the date said attachment or lien is recorded in the Bureau of Conveyances of the State of Hawaii. Said attachment or lien, however, shall be junior and subordinate in lien priority to the lien of any mortgage or other encumbrance which shall have been in existence and duly recorded in said Bureau of Conveyances prior to the date the Association's notice of lien, attachment or pending litigation is recorded.

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

5.05. Rules and Regulations. The Association acting through its Board of Directors (and in the Board of Directors' discretion) shall have the power to adopt, amend and enforce reasonable rules and regulations for (a) the reasonable and orderly use of roads, the archaeological preservation area, subdivision entrance facilities, public parks, the landscaping easement areas, and other common areas and facilities, (b) the clarification, implementation and enforcement of the covenants and restrictions contained in Sections

3.01 through 3.17, including (by way of example) the establishment and collection of fines for violations) and (c) the clarification, implementation and enforcement of any other provisions of these covenants, conditions and restrictions.

5.06. Declarant's Control. Notwithstanding anything herein to the contrary, the Declarant and its appointees shall act in all respects as and on behalf of the Association and its Board of Directors in all matters until the first to occur of the following: (a) the expiration of seven (7) years from the date of recording of this Declaration in the Bureau of Conveyances of the State of Hawaii; or (b) the date on which Declarant notifies the Owners of the Properties of its relinquishment of said authority. The Declarant may in its discretion relinquish said authority either in full at one time or in portions or stages over time during the 7-year period. Upon the expiration or relinquishment of Declarant's control, the Association shall promptly elect a Board of Directors so as to minimize any disruption in the Association's affairs caused by the transition.

6. ROADS AND SECURITY

6.01. Use. A nonexclusive, perpetual easement is hereby granted to the Owners and occupants of all Properties and their tenants, licensees and visitors for pedestrian and vehicular passage over the roads described on the Plan, subject to such reasonable rules and regulations as the Declarant or the Association (through its Board of Directors) may establish from time to time.

6.02. Responsibility. From and after the date on which the Declarant completes construction of each road (or such later date as the Declarant may determine in its discretion), the Association will assume all responsibilities and liabilities with respect to each such road's use, operation and maintenance and the use, operation and maintenance of the entrance features, street lighting and appurtenant landscaping. All costs and expenses will be assessed to and paid by all Properties as common expenses as provided in Section 5 above and in the Bylaws of the Association.

6.03. Conveyance to County. If, after the Declarant's control shall have ceased as provided in Section 5.06, the Association through its Board of Directors shall decide to convey to the County of Maui the title to all or any part of the roads and related facilities, parks or any other common areas and facilities, and the County agrees to accept them, the Declarant (or the Association as the case may be) shall execute and deliver such deeds and other documents as shall be necessary or appropriate for the purpose of implementing said conveyance and the transfer of all responsibilities to the County; provided that said transfer shall have been approved by the vote or written consent of the Owners of not less than a majority of all Properties in Kahana Ridge.

7. EASEMENTS

7.01. Easements Shown on Plan. The Plan specifically describes certain Easements over, across and affecting certain Properties. Each of said Easements is hereby established for those purposes and in those locations ("Easement Areas") which are shown on the file plans for Subdivisions Nos. 1, 2 and 3. Each Easement shall be for the benefit of (a) the Property or Properties served by such Easement; (b) the Association in each case where an Easement benefits a road or other property held by the Association; (c) the public or private utility provider whose pipes or lines are installed within any such Easement; or (d) any other person or entity benefited by said Easement, as the case may be. Each Easement shall confer the right to the benefited Property, person or entity to construct, operate, maintain, repair and replace such utilities, lines, pipes, equipment, structures, or drainage structures within the Easement Area as may be reasonably necessary or appropriate for the purposes for which the Easement is established as stated on the Plan.

Without limiting the generality of the preceding paragraph, the areas designated on any such plan as easements for landscaping or drainage purposes shall be subject to an easement in favor of the Association to enter said areas from time to time by its agents, employees and independent contractors for the purpose of planting, trimming, maintaining, removing and replacing vegetation to serve as a landscaped buffer or transition area or for maintaining drainage flows and structures. No structures will be built within said areas.

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

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

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

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

In addition, so long as the Declarant owns any property described on Exhibit "A" of this Declaration, the Declarant reserves for itself, the Association, and the designees of each (which may include, without limitation, Maui County and any utility provider to whom Declarant may grant an easement) access and maintenance easements upon, across, over, and under any and all of the Properties (whether or not owned by Declarant) to the extent reasonably necessary for the purpose of installing, operating, replacing, repairing, and maintaining facilities for water, sewer, electrical, telecommunications and other utilities and appurtenant installations. This right also includes the right of Declarant to modify or relocate easements shown on approved subdivision File Plans on any Property to accommodate any facility in its location "as built" if said location shall not conform to the easement areas shown on said plans. Notwithstanding anything to the contrary herein, these easement rights shall not entitle the Declarant, the Association or any designee to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Property, and any damage to a dwelling resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with the use of any dwelling and, except in an emergency, entry onto any dwelling shall be made only after reasonable notice to the Owner or occupant thereof.

7.04. Notice Re: Agricultural Operations and Airport Operations. All owners and occupants of properties are hereby notified that any or all properties may be subject to possible odor, noise, dust pollution, and other nuisances or inconveniences which may be created by nearby agricultural activities, and also to noise and inconvenience resulting from aircraft operations at the existing airport located nearby. The owners and operators of said agricultural operations, the operators and users of the airport and the Declarant (and all officers or directors, employees or agents of Declarant) shall not have any liability or responsibility for any injury, loss or damage which may arise in connection with said agricultural operations or airport operations.

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

8. ADMINISTRATIVE PROVISIONS

8.01. Right to Abate Violations. If any person or entity shall violate or attempt to violate any of the covenants herein contained, any rules or regulations of the Association or any ruling of the Architectural Design Committee, the Association (acting through its Board of Directors) or any Owner of any Property may commence legal action at law or

in equity against such person or entity, either to prevent or abate such violation or to recover damages caused by such violation, or both. Said damages may expressly include a judgment for all of the plaintiff's costs of suit, including reasonable attorney's fees, and any fines for noncompliance as may be adopted by the Board of Directors of the Association as part of its rules and regulations. The Board of Directors in any individual case may in its absolute discretion elect (a) not to take action with respect to any violation or alleged violation, (b) to discontinue any such action once commenced, (c) to settle any dispute with respect thereto, or (d) to take any other action as the Board deems appropriate including but not limited to the establishment and enforcement of a system of fines and penalties.

8.02. Resolution of Disputes Between Owners of Properties. If a dispute arises between Owners of Properties as to any matter relating to any terms, meaning, application or enforcement of this Declaration, said Owners may, by mutual agreement, refer the matter to the Board of Directors of the Association for nonbinding arbitration (except as otherwise provided in Section 4.04 relating to the finality of certain decisions by the Architectural Design Committee). The Board of Directors may conduct proceedings to hear and consider both sides of the dispute, in accordance with reasonable procedures to be established by the Board of Directors, and may decide any such matter by majority vote of the Board members in attendance. Any decision in such matter shall be advisory only and shall not pre-empt or restrict either party's rights to pursue legal action in said matter. The Board may, in its discretion, for any reason, refuse to hear any matter referred to it under the terms of this paragraph.

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

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

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

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

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

The Declarant's rights under this section 8.04 shall expire upon the first to occur of (a) the expiration of seven (7) years from the date these covenants are recorded in the Bureau of Conveyances of the State of Hawaii; or (b) Declarant's voluntary relinquishment of said rights by written release recorded in the Bureau of Conveyances of the State of Hawaii.

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

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

8.07. Notice of Sale or Transfer of Title. Upon the sale or transfer of title to any Property, the transferee shall promptly notify the Board of Directors of the Association in writing of the name of each new Owner of said Property and his or her mailing address and home and business phone numbers.

8.08. Records of Ownership and Notices. The Declarant, the Association, the Board of Directors, and the Architectural Design Committee shall be entitled to rely conclusively on the records of ownership of the Properties provided to the Association pursuant to Section 8.07 and 2.07 above, for all purposes, including, but not limited to, names and addresses for all communications, notices, service of process, approvals, voting and consents, it being the obligation and burden of each Owner of each Property to ensure that the Declarant and the Association have ownership records which are accurate and up-to-date. The Declarant, the Association and the Architectural Design Committee may also conclusively rely, in the sole discretion of each, on the records of ownership and addresses of Owners of each Property as shown on the real property tax records of Maui County in any particular case.

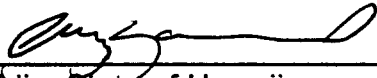
Executed the day and year first above written.

MAUI USA, INC.

By: M. O. Kelly
Its: PRESIDENT

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this 14th day of January, 1998, before me personally appeared MYRON O. KIRKEBY, to me personally known, who, being by me duly sworn, did say that he is the President of MAUI USA, INC., a Nevada corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said MYRON O. KIRKEBY acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, State of Hawaii

My commission expires: 11-18-98

EXHIBIT A

Those certain subdivided lots located at Kahana, Lahaina, Maui, Hawaii, situated on the easterly side of Honoapiilani Highway [F.A.P. No. RF-030-1(5)], described as follows:

1. Subdivision No. 1. Lots numbered 1 to 223, inclusive, as described on the plan entitled "Kahana Ridge Subdivision", dated August 21, 1997, prepared by R.T. Tanaka Engineers, Incorporated, and recorded in the State of Hawaii Bureau of Conveyances as File Plan No. 2209, but excluding:

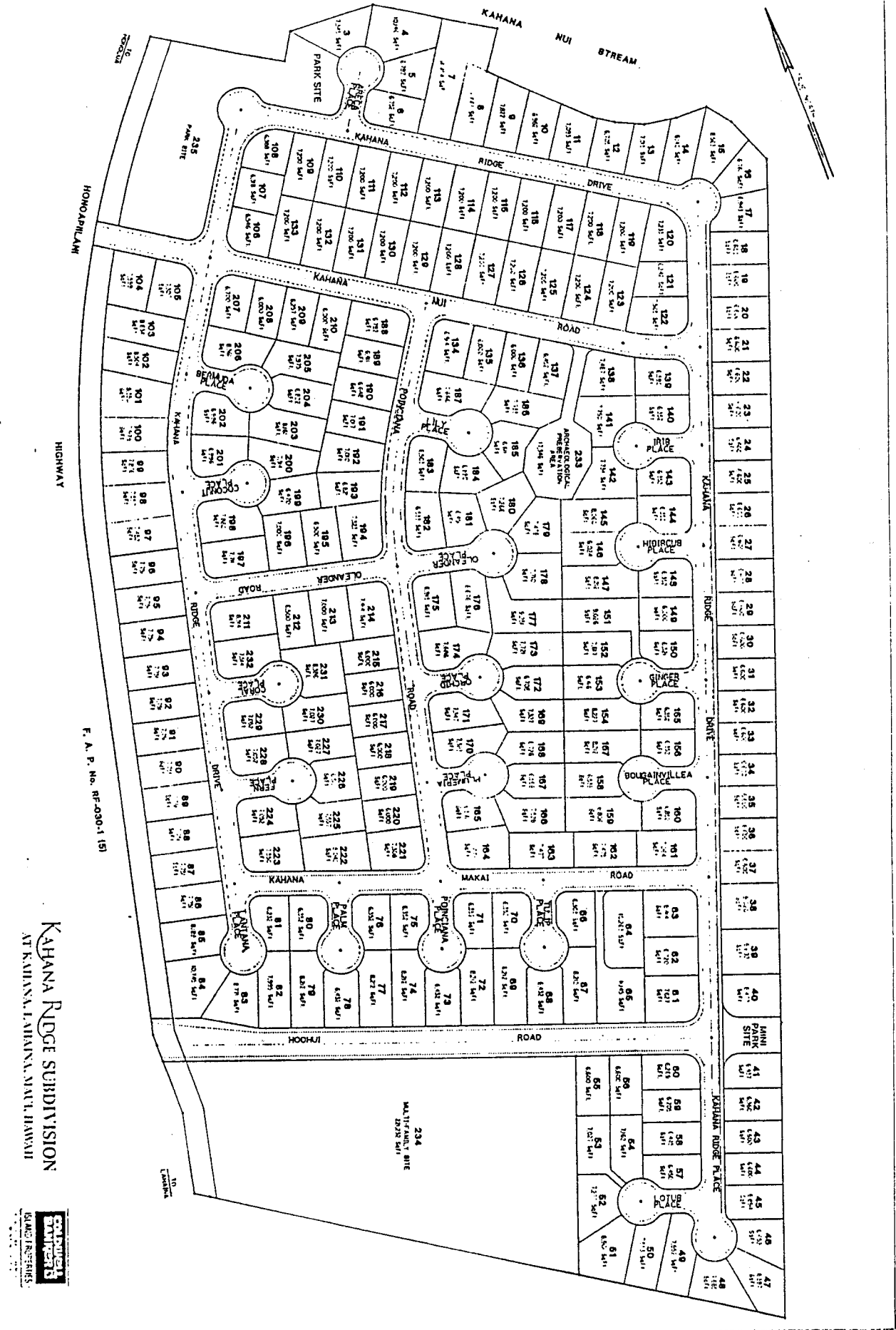
(a) Lots 81 to 90, inclusive, which have been consolidated and resubdivided into certain lots described in the file plan for Subdivision No. 2 described below; and

(b) Lots 1 to 3, 96, 97, 117, 127 and 128, which have been consolidated and resubdivided into certain lots shown on the recorded file plan to Subdivision No. 3, described below.

2. Subdivision No. 2. Lots numbered 1 to 37, inclusive, as shown on the plan entitled "Kahana Ridge Subdivision No. 2", dated October 24, 1997, prepared by R.T. Tanaka Engineers, Incorporated, and recorded in the State of Hawaii Bureau of Conveyances as File Plan No. 2210.

3. Subdivision No. 3. Lots 1 to 30, inclusive, as shown on the plan entitled "Kahana Ridge Subdivision No. 3", dated October 23, 1997, prepared by R.T. Tanaka Engineers, Incorporated, and recorded in the State of Hawaii Bureau of Conveyances as File Plan No. 2211.

4. Termination of These Covenants as to Any Dedicated Lot or Easement. If any lot or easement shall be dedicated to the County of Maui, the State of Hawaii, any public utility provider, or other governmental agency as required in connection with the development of the subdivision, said lot or easement shall automatically be deemed to have been released from the encumbrance or lien it created by this Declaration of Covenants, Conditions and Restrictions, so that upon transfer of title to such lot or easement said title (or easement rights) will be transferred free and clear of this Declaration or any subsequent amendments.



F. A. P. No. RF-030-1 (5)

KAHANA RIDGE SUBDIVISION
AT KAHANA, LAHAINA, MAUI, HAWAII



DATE	11/11/2010
SCALE	AS SHOWN
DESIGNED BY	MAUI ENGINEERS, INC.
CHECKED BY	MAUI ENGINEERS, INC.
DATE	11/11/2010
SHEET	1

KAHANA RIDGE SUBDIVISION
AT KAHANA, LAHAINA, MAUI, HAWAII
Prepared For: MAUI USA INC.
SUBDIVISION PLAT MAP

Maui
ENGINEERS, INC.
1111 KAHANA RIDGE DRIVE
LAHAINA, MAUI, HAWAII 96741
PHONE: (808) 688-1111
FAX: (808) 688-1112
WWW.MAUIENGINEERS.COM

EXHIBIT C

DESIGN STANDARDS

The following design standards are hereby established and adopted for Kahana Ridge and any other property which may be annexed under this declaration.

Except as otherwise specifically provided herein, the terms used in these Standards shall have the meanings given to them in the Declaration. The term "lot" is the same as "Property" as used in the Declaration. The term "Developer" means the "Declarant" as defined in the Declaration. The term "Improvement" includes any "structure" as defined in Section 4.02 of the Declaration and also shall include any landscaping and grading necessary or appurtenant to the placement or construction of any structure. The term "Committee" means the Architectural Design Committee. The term "Plat" means collectively the plan attached to this Declaration as Exhibit B and the File Plans described in Exhibit A.

The use of each Lot and the rights of each Owner shall be subject to these Standards and the Declaration to which they are attached.

A. GENERAL PROVISIONS

1. Architectural Design Committee Approval Required. Except as otherwise provided in the Declaration, no Improvements may be constructed or installed nor may any existing Improvement be externally remodeled, changed in color or otherwise visually altered on any lot, except in accordance with plans, specifications and other materials (the "Plans") submitted to and approved by the Architectural Design Committee and in accordance with the Declaration.

2. Public Regulations. Each Lot Owner is responsible for being informed of and complying with all appropriate federal state and county laws, rules, regulations, codes and ordinances which are applicable to his property. If a Standard set forth herein differs from standards established by the various regulating agencies, the stricter standard shall apply. Nothing herein shall be deemed to suggest or imply that any activity permitted by the terms and conditions of these Design Standards and the Declaration necessarily complies with or is permitted by such laws, rules, regulations, codes and ordinances.

3. Land Use and Building Type. All Owners of Lots shall comply with the provisions of the Declaration. No Improvement shall be erected, altered, placed or permitted to remain on any Lot other than those Buildings and Structures permitted under Article 3 of the Declaration.

4. Variances. The Architectural Design Committee may grant variances from time to time to these standards as to any one or more individual Lots, as provided in Section 4.06 of the Declaration. The approval or disapproval of any Plans by the Architectural Design Committee in any one case shall not be deemed a waiver by the Architectural Design Committee of its right to approve, disapprove, object to or consent to any of the features or elements embodied therein when the same features or elements are embodied in Plans submitted in any other cases.

5. Construction Operation Hours. Hours of construction operations shall be limited to 7:00 a.m. to 6:00 p.m., Monday through Saturday.

B. SITE IMPROVEMENT STANDARDS

1. Utilities. Except as otherwise provided in the Declaration, all utilities within a Lot shall be placed underground.

(a) Water. Upon construction of a Single Family Dwelling on his Lot, the Lot Owner shall connect the water lines serving his Dwelling to the central water distribution system established by the Developer.

(b) Sewage Disposal. Upon construction of a Single Family Dwelling on his Lot, the Lot Owner shall connect to the central sewage disposal system established by the Developer.

(c) Gas. Propane or natural gas service is not permitted (except for standard propane tanks attached to an outdoor barbeque grill).

(d) Communications. Exterior satellite dishes, television and radio antennae/towers are prohibited unless such apparatus is completely enclosed within the dwelling or garage and not visible from the streets and other Lots.

(e) Electricity. Upon construction of a single Family Dwelling on his Lot, the Lot Owner shall connect the electrical lines serving the Lot and Single Family Dwelling to the power distribution system owned and operated by Maui Electric Co., Ltd.

2. Drainage. The flow of surface and/or subsurface drainage onto, across, or from each Lot shall not be unreasonably obstructed, or transferred outside of its natural drainage course (or such drainage facilities established by the Developer). 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. No Owner shall construct or permit to be constructed on any Lot any structure which will create a problem of flooding, erosion, or interference with natural flow of storm waters. Each

Owner shall provide for the installation of such culverts and drainage facilities upon his Lot as required by the Architectural Design Committee. Each Owner shall keep all such drainage facilities and culverts so installed on his Lot free and unobstructed and in good repair.

3. Required Setbacks. The required front, rear, and side yard setbacks shall be that distance from respective boundaries of each Lot which is required by applicable zoning laws. No structures will be built within any area designated on the Plat for use as landscaping or drainage easement.

4. Site Grading. Grading and finished elevations shall respect the existing contours of the site. Cut or fill banks with slopes greater than 1 vertical foot to 2 horizontal feet shall not be permitted.

Cuts or fills of greater than 5 feet in length shall require a plan prepared by a contractor or engineer licensed to practice in the State of Hawaii. The Lo Owner shall present sound reasoning to justify such work.

All excess vegetation, soil and debris resulting from clearing, grubbing and excavation of a Lot must be removed from the Lot prior to completion of the Improvements. Exceptions will be made by the Architectural Design Committee if excavated material is used for fill elsewhere on the Lot. To the extent reasonably possible, excavation on a Lot shall not affect any adjacent Lot. Each Owner shall control dust during the grading process and throughout the subsequent landscaping grow-in period to minimize annoyance which may be caused to other Lot Owners.

Each Lot Owner shall obtain a grading permit, if required by County ordinance or regulation, from the County of Maui and shall submit a copy thereof to the Architectural Design Committee prior to commencing any site Improvements. In order to preserve a natural appearance, grading should be limited to the building and landscaped areas. All land not landscaped or built on within 6 months after completion of grading shall be returned to its original state, as determined by the Architectural Design Committee. "Completion of grading" shall be determined by the Architectural Design Committee in its sole discretion.

C. ARCHITECTURAL AND BUILDING STANDARDS

1. Dwelling Minimum Size Requirements. Each Single family dwelling erected on a Lot shall have a total floor area of not less than 1,380 square feet for a one story home and 1,500 square feet for a two story or split level home, exclusive of lanais, porches, patios, garages, exterior stairways and landings, and accessory buildings.

2. Building Height. No structure may be erected the height of which exceeds either: (a) thirty (30) feet measured vertically from the elevation of the top of the structure or improvement to the lowest point of contact with the finished grade within the buildable site area; OR (b) eighteen (18) feet measured vertically from the elevation of the top of the structure or improvement to the highest elevation of the existing grade within the buildable site area. The building site area is defined by the required County of Maui lot line setbacks. The vertical measurements determine the Maximum Height of structures and improvements within the Buildable Area as set forth on Diagram A attached hereto. No structure or improvement (excluding chimneys) may exceed said Maximum Height. Notwithstanding said Maximum Height restrictions, no structure or improvement shall have more than two (2) stories or floors, including basements.

Provided further, that notwithstanding compliance with the foregoing height restrictions, the Architectural Design Committee shall have the power in its discretion to make the final determination on the height compliance of any structure or improvement, or deny approval of any structure or improvement on a Lot which substantially impairs views from adjoining Lots.

Open areas under structures must be enclosed to give the appearance that the structure grows out of the site. Buildings appearing to perch on the slope when the underfloor area is left open are not permitted.

The "existing grade" is the topography of the Lot as of the date the Deed is granted from the Declarant to the original owner. The "finished grade" is the final building grade of the Lot resulting from grading, fill or excavation as approved by the Architectural Design Committee.

3. Plans. See Section D of these Standards for required items to be submitted for review and approval by the Architectural Design Committee prior to the construction, alteration, landscaping or grading or any Improvement on a Lot.

4. Labor and Materials. All construction work shall be performed, executed and completed by a general contractor licensed to practice in the State of Hawaii; except that work may be performed by owner in accordance with Maui County Owner/Builder permits.

The materials used for structures shall be new and of a quality consistent with that used in good quality construction. All building materials shall be installed in a neat and workmanlike manner, consistent with generally accepted construction practices. No used buildings shall be placed on any Lot, nor shall any used lumber or materials be a part of the construction of any Improvement. Notwithstanding the generality of the foregoing, however, antique or aged materials may be used in the

construction of Improvements to achieve a desired aesthetic effect with the approval of the Architectural Design Committee (e.g., used brick, railroad ties, barn wood).

5. Fences and Walls. Privacy fences and walls shall not exceed six (6) feet in height and retaining walls shall not exceed six (6) feet in height measured from finished grade; provided that any fence or wall within six (6) feet of each street frontage property line may not exceed four (4) feet six (6) inches in height from finished grade.

All walls and fences shall be constructed of (a) concrete or hollow tile, each stucco finished; (b) blue rock or gray rock; or (c) finished wood. The use of wrought iron, steel, or anodized steel shall be in a black finish only, and is only permitted when used in conjunction with other approved fence material. The use of lava rock is discouraged. No wall or fence shall be constructed of unfinished hollow tile, chicken wire, chain link or unfinished wood; provided, however, that Developer shall have the right to erect chain link fencing along certain boundaries of Kahana Ridge.

6. Exterior Walls of Structures. All exterior surfaces of all structures, excluding glass windows, shall be stucco, or stucco-like material, finished wood, concrete, or blue or gray rock. Use of lava rock is discouraged. Wood materials selected should be resistant to tropical marine climate, and wood and concrete surfaces must be painted, stained, or finished in stucco, using high quality material. High quality composition wood, vinyl, imitation or artificial material must be submitted to the Architectural Design Committee for review. The Architectural Design Committee at its sole discretion may approve or reject the material. No unfinished concrete, concrete block, or hollow tile shall be permitted.

7. Exterior Color. All exterior surfaces of all Improvements shall be in neutral or earth tone shades, which are in harmony with the natural setting of the structure and other structures in the Neighborhood. The color scheme of all exterior elements of all Improvements on the Lot, including but not limited to accessory enclosures and structures, porches, lanais, covered walkways, exposed foundations, solar heating panels, signs, entry features, gates, and louvres shall be complimentary with each other and must be approved by the Architectural Design Committee.

8. Roofs. All roofs shall be approved by the Architectural Design Committee. Hip, "Double" Hip, and "Dutch" Hip roofs are recommended. Mansard, Gable, Shed, and flat roof designs are prohibited.

The roof pitch must be between four (4) in twelve (12), and eight (8) in twelve (12). Low pitched roofs with large overhangs are recommended.

It is recommended that the roof materials be concrete or clay tiles in earth tone color that compliment the surrounding hillsides and terrain. Gravel, rock, metal, asphalt, and glossy or reflective roof materials are prohibited.

Other types of roof materials (such as wood shakes, fiberglass and composition) will be permitted, if approved, by the Architectural Design Committee if requested by Owner. All roofing materials must be Architect 80 equivalent or higher quality material.

Solar panels shall be allowed only if they are flush type and completely integrated into the roof construction. Said panels may only be constructed on the side or back of the roof areas, so they are not facing the street.

9. Chimneys. Chimneys are permitted but shall be subject to the review of the Architectural Design Committee in regard to height, material, color, spark arrestor, and appearance. The height of a chimney may not exceed two feet above the highest point of the roof of the structure.

10. Garages. All garages shall be fully enclosed using sliding overhead doors. All garages shall be sized to accommodate the parking of not less than two nor more than three automobiles. Garage doors must be in the closed position when not in operation for entering and exiting. Automatic garage door opening devices are encouraged.

11. Retaining Walls and Foundations. Retaining walls and foundations which are more than three (3) feet in height or which are placed upon embankments or filled areas shall be designed by a contractor or engineer licensed to practice in the State of Hawaii and such designs shall require approval of the Architectural Design Committee. See Section C.2. above concerning the treatment of open foundations.

12. Driveways. Driveways shall use concrete pavement, or other hard paving materials of color and type as may be approved by the Architectural Design Committee. Asphalt driveways are prohibited.

13. Exterior Lighting. To the extent possible sources of exterior lighting shall not be visible from neighboring Lots. Lamps which emit bright light or glare, exposed fluorescent lamps, flashing lights, colored lights and unshielded exterior lights are prohibited.

14. Air-conditioning or Other Mechanical Equipment. No air-conditioning unit or other mechanical equipment will be permitted to be placed in any location where its operation may tend to cause noise or disturbance to any other Property. All mechanical equipment and appurtenances shall be located and/or screened so as to

be not visible from any street or Lot and must be painted to match the exterior color of the dwelling.

15. Landscaping. All lots shall be landscaped consistent with and in harmony with the natural topography and environment, and with other existing, landscaped Lots.

16. Pools. No fabricated, free standing or above-grade swimming pools will be allowed. Pools shall be built on-site and shall be part of an integrated landscaping scheme. Front and side yard pools will be permitted only upon specific review and approval by the Architectural Design Committee (without limiting the Architectural Design Committee's general approval authority under the Declaration and this Exhibit B).

17. Reflective Surfaces. No highly reflective finishes shall be used on exterior surfaces, other than glass, which may not be mirrored.

18. Overhead Structures. The use of trellises is encouraged to provide shade and screening. All overhead structures must be permanent. These structures must be painted to match the exterior color of the dwelling. Fiberglass or other temporary materials are prohibited.

19. Mailboxes. All mailboxes must be enclosed and designed and constructed according to the Kahana Ridge standard mailbox design. See Diagram B.

20. Appliances. Owners shall not maintain, place, or store any appliance outside of the dwelling or garage. All appliances, including but not limited to, washers, dryers, sinks, or water heaters, shall be maintained, placed, or stored within the Residence or garage.

D. REQUIREMENT AND PROCEDURES FOR SUBMITTAL AND APPROVAL OF PLANS

1. Requirements for Plans. Two (2) copies of all Plans for any new building, grading, or other Improvement within Kahana Ridge shall be submitted to the Architectural Design Committee for approval, and shall include, without limitation, the following:

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

- (b) Grading Plan showing existing and proposed topographic elevations.
- (c) Building Plans to include:
 - (i) Floor plans.
 - (ii) All exterior elevations, including finish grades.
- (d) Specifications and Samples. Written specifications, catalog cuts, and samples where possible of all exterior materials.
- (e) Color Scheme. Written description of color scheme as well as samples of the proposed colors.
- (f) Miscellaneous. Plans, specifications and colors for all signs, house numbers, and entry features.
- (g) Other items as required by the Architectural Design Committee from time to time upon review of each individual project.
- (h) Stamp. All plans are to be stamped as prepared by an architect or structural or other engineer licensed to practice in the State of Hawaii, with construction to be under such architect's or engineer's supervision.
- (i) Alteration Plans. The plans for any alteration, modification or addition to the exterior of any existing Improvement shall be submitted to the Architectural Design Committee for its approval and shall contain the same information as is required for any new Improvement.

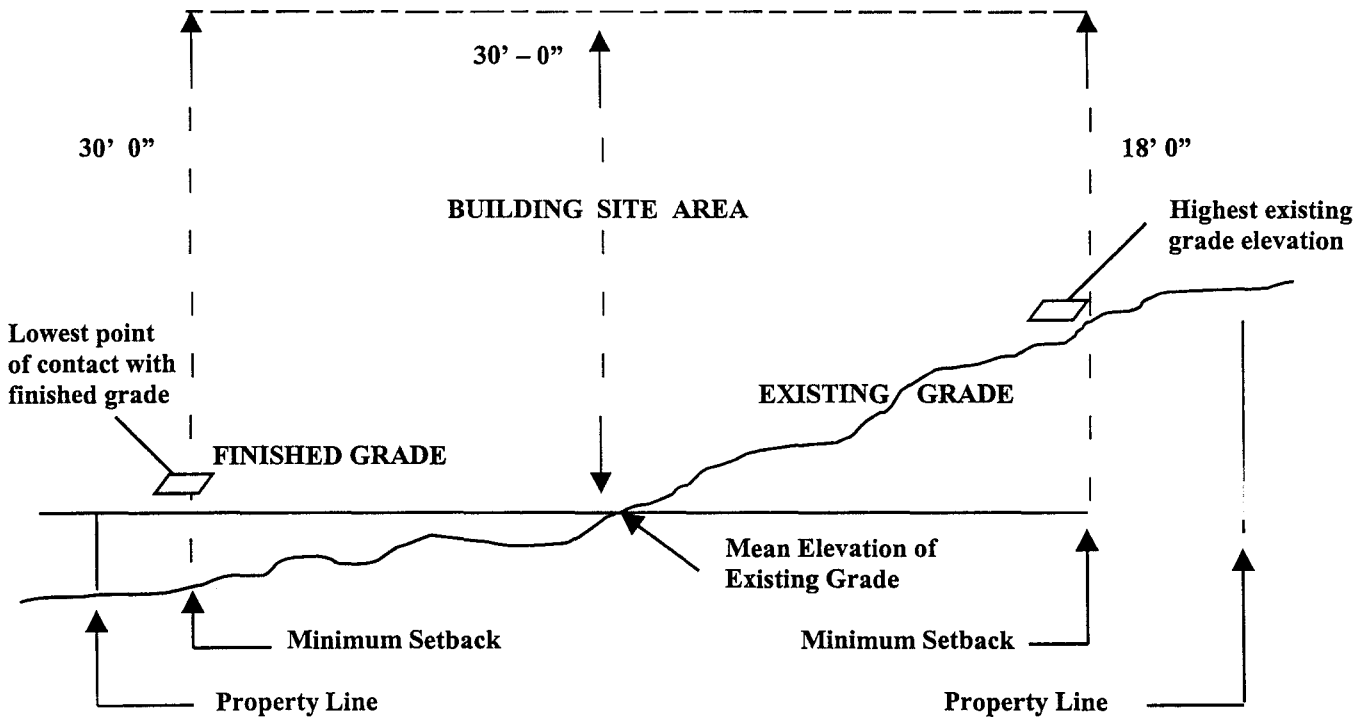
2. Review of Plans. The Architectural Design Committee will approve or disapprove the Plans in writing within 30 days after the Architectural Design Committee's acceptance, in writing, of the completed application and Plans. If the Architectural Design Committee disapproves any such Plans, it will send notice of its disapproval to the Applicant at the address set forth in the application. If notice of approval or disapproval is not so sent within said 30-day period, the Applicant shall notify the Architectural Design Committee in writing of its failure to timely approve or disapprove, and if the Architectural Design Committee thereafter fails to send a notice of disapproval within 15 days after receipt of such written notice, the Plans submitted shall be deemed to have been approved by the Architectural Design Committee. After approval of any Plans, the Architectural Design Committee will, upon written request from the Applicant provide the Applicant with a statement of approval in a form appropriate for recordation.

3. Standards of Review. The Architectural Design Committee will, in reviewing Plans submitted to it, consider their compliance with these Design Standards; the suitability and aesthetic compatibility of the proposed Improvement with the physical site, the adjoining Properties, and the environment of the subdivision; the quality of the materials to be used in construction; the effect of the proposed Improvement on the subdivision and other considerations pursuant to Section 4 of the Declaration. The approval or disapproval of the Plans by the Architectural Design Committee in any one case shall not be deemed a waiver by the Architectural Design Committee of its right to approve, disapprove, object to or consent to any of the features or elements embodied therein when the same features or elements are embodied in Plans submitted in any other cases.

4. Fees. The Architectural Design Committee shall have the right to require payment of a reasonable fee for review of proposed Plans. Until adjusted by the Architectural Design Committee by resolution, such review fee shall be \$200.00 for an initial application and \$50.00 for each additional application by an applicant.

5. Professional Advice. The Architectural Design Committee may employ the services of an attorney, architect, or civil or structural engineer licensed to practice in the State of Hawaii or any other consultant to render professional advice, and may pay a reasonable compensation for such services, which compensation may be charged to any Person who has submitted Plans requiring review by such attorney, architect, engineer or other consultant. If owner shall specifically so request in advance, the amount of the professional fees will be estimated and agreed to in advance, before the Architectural Design Committee shall incur them at owner's expense.

DIAGRAM A
HEIGHT OF STRUCTURES

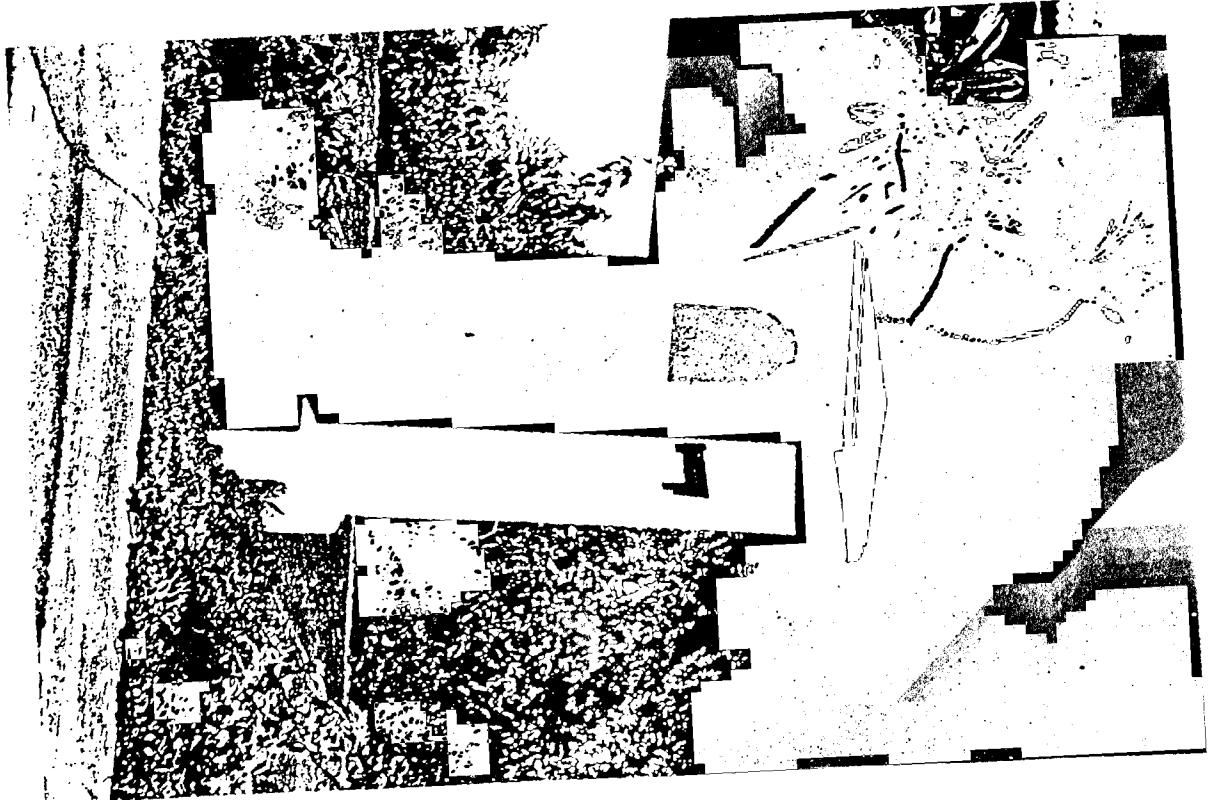


The finished grade of the lot can not be constructed at a height that exceeds the mean elevation point of the existing grade within the building site area. No structure may be erected that exceeds thirty (30) feet measured vertically from the point of contact of the finished grade with the mean elevation point of the existing grade within the building site area. Refer to EXHIBIT C Design Standards of the CC&R's, and comply fully with the Design Review Application requirements.



Design #1

Blue or Gray Rock
Top: 18" square
Base: 22" square
Height: 48"

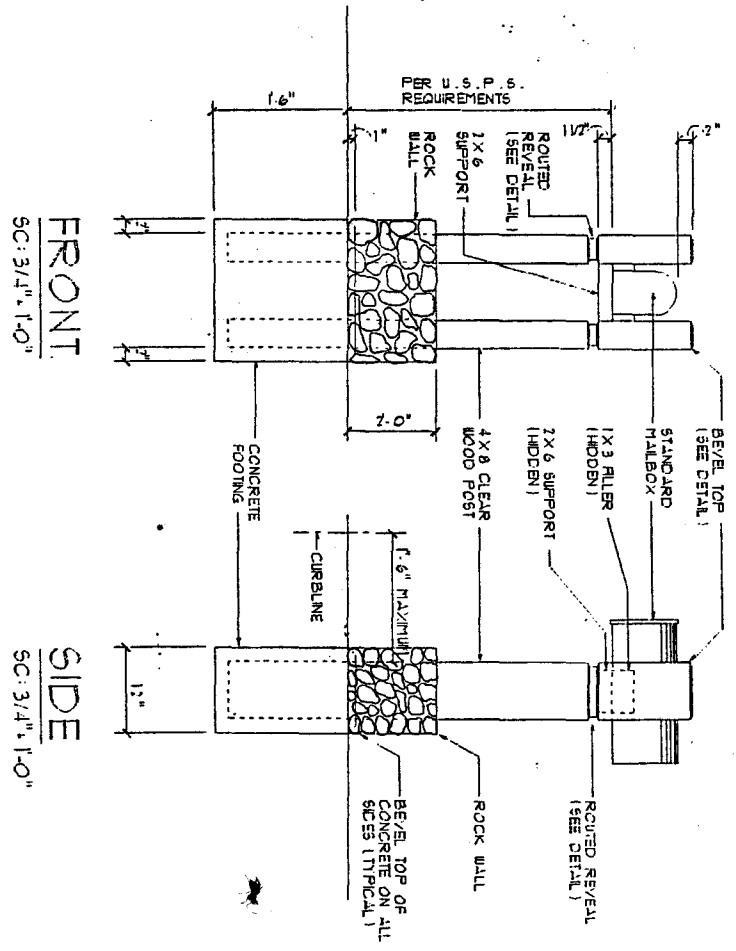
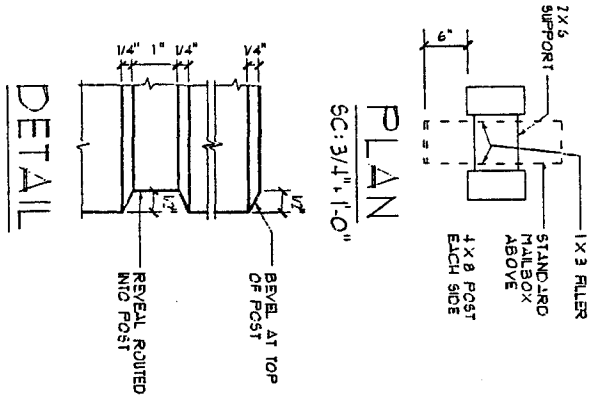


Design #2

Wood frame with stucco finish
Top: 18" square cap
Structure: 16" square
Base: 18" square
Height: 52"

Estimated Cost \$400

KAHANA RIDGE
Standard Mailbox #3



STANDARD MAILBOX DESIGN

	CONTRACTOR	SINGLE FAMILY DWELLING	C.B. BHM
	FOR: LINDSET BUILDING & CO.	TKK: 23-23-1	LOT # 40
LOCATION: KAHANA RIDGE ESTATES		LOT # 40	REV: 07/95
KULA MAUI HAWAII			D-245

DATE	BY
DATE	BY
DATE	BY