

RECORDATION REQUESTED BY:

The Hawaii Corporation

AFTER RECORDATION, RETURN TO:

STC The Hawaii Corporation
480 Alexander Young Bldg.
Honolulu, Hawaii 96813

(Hawaii) Attn: Robt. Holman
RETURN BY: MAIL () PICKUP ()

172- 757

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDATION RECORDS
LIBER 8043 PAGE 464

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Robert Holman
INDEXED REGISTRAR

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, THE HAWAII CORPORATION, a Hawaii corporation, is the owner of all of that certain parcel of land situate at Paeahu, Honolulu, Makawao, Island and County of Maui, State of Hawaii, known as "MAUI MEADOWS" UNIT XIII, as shown on the map thereof filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 1236 and containing a total area of 171.49 acres, and consisting of 273 houselots and fifteen roadway parcels, and the owner desires that said land be subject to certain restrictive covenants relative to the use thereof for the purpose of establishing and insuring a sound and proper subdivision for residential purposes:

NOW, THEREFORE, THE HAWAII CORPORATION does hereby declare that all of said tract of land known as "MAUI MEADOWS" UNIT XIII and shown on the map thereof filed in said Bureau of Conveyances as File Plan No. 1236, exclusive of the roadway parcels as shown on said File Plan, shall be and is hereby subject to the following restrictive covenants, which said covenants shall run with the land and be binding upon and inure to the benefit of the present owners of said lands and upon and to all subsequent owners of said lands shown on said File Plan, and any portion thereof, exclusive of said roadways.

- (1) No lot shall be used except for residential purposes.

No building shall be erected, placed or permitted to remain on any lot other than a single family dwelling not to exceed one and one-half stories in height and any accessory buildings.

(2) No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of open porches and garage, is greater than 600 square feet.

(3) No building on any lot shall be located closer than 20 feet to any roadway.

(4) All buildings placed on said lots shall be constructed with new materials only and no building shall have corrugated metal roofing.

(5) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for any purposes except those permitted by the Department of Health of the State of Hawaii, and no such animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes

(6) No lot shall be permitted to become overgrown with trees, shrubbery, bushes, vines, weeds or any other wild plants or to accumulate rubbish or other debris. Upon the failure or default of any owner or purchaser to observe or perform this covenant, THE HAWAII CORPORATION, its successors and assigns shall have the right, in addition to any other right or remedy that it may have, to enter upon the lot in default and to correct the default, all at the expense of the owner or purchaser of the lot in default. Such owner shall pay the reasonable cost for correcting such default, together with interest thereon at ten percent per annum, upon the presentation of a statement of such costs.

(6a) The owner or purchaser (hereafter lot owner) of any lot which abuts lands presently owned, leased or otherwise occupied by Ulupalakua Ranch, Inc. (hereafter Ulupalakua) shall during the period noted below maintain and repair that portion of any stock-proof fence presently existing or hereafter built by Ulupalakua in replacement of a presently existing fence, which portion of such fence abuts such lot, whether such fence is on the lot property line or within fifteen (15) feet of the Ulupalakua Ranch side thereof. "Maintenance" of such portion of any such fence is understood to mean that said fence shall at all times be in a stock-proof condition which will prevent the passage of cattle through said fence into the residential area. Upon the failure or default of any such abutting lot owner to observe or perform this covenant, Ulupalakua, its successors, transfers and assigns shall have the right, in addition to any other right or remedy that it may have, to correct the default and if necessary or appropriate to enter upon the lot in default for the purpose of such correction, all at the expense of the defaulting lot owner. Such lot owner shall pay the reasonable cost for correcting such default, together with interest thereon at 10% per annum, upon the presentation of a statement of such costs. Notwithstanding anything to the contrary contained elsewhere in these declarations, the covenant and agreement contained in this paragraph (6a) shall run with the land, but the obligation for such maintenance shall not commence until the lot owner has commenced construction of a residence or other building or habitable structure on said lot and shall continue until September 15, 2021, or until Ulupalakua or its successors, transfers or assigns shall have discontinued cattle grazing or feeding operations on its abutting lands for

a period of 12 consecutive months, whichever event shall first occur. Prior to the above mentioned commencement of construction by any such lot owner, Ulupalakua shall repair and maintain said fence abutting any such lot.

(6b) Each lot owner described in paragraph (6a) above acknowledges that he has notice that the stock-proof fence built or to be built by Ulupalakua may not be at the property line and agrees that such lot owner shall obtain no adverse possession rights by virtue of the placing of such fence since such placement is simply for the purpose of keeping livestock from grazing through the fence and into the property of the abutting lot. During the period that Ulupalakua or its successors or assigns shall maintain livestock operations on said abutting lands, any such lot owner may landscape the area on the lot side of such fence but waives any damage to any such landscaping or plantings caused by cattle or other stock browsing or grazing through such fence.

(7) The foregoing covenants shall run with the land and except as provided in covenant 6a above shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lot has been recorded, agreeing to change said covenants in whole or in part.

(8) That for any breach or failure in the observance or performance or of any of the restrictive covenants herein contained to be observed or performed by the owners from time to time, of any portions of said tract of land (exclusive of roadways therein), any owner or owners of house lot land within said tract shall have a remedy against the delinquent or offending party or parties by

action for damages, suit for injunction, mandatory or restraining, or any other appropriate remedy, and the adoption or pursuit of any one remedy for, or the waiver or acquiescence in, any such breach shall not preclude or prevent the adoption or pursuit of any other remedy thereafter for the same breach or failure, or for any other prior or subsequent breach or failure. In the event that legal proceedings are brought for the breach or failure in the observance of any of said restrictive covenants, all expenses and costs, including reasonable attorney's fees, shall be charged against the owner or owners of any of said lots who have violated the aforesaid restrictive covenants.

(9) Invalidation of any one of these covenants by judgment of court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed by its duly authorized officers this 5th day of _____

December, 1971.

THE HAWAII CORPORATION

BY J. J. [Signature]
Its Vice President - Secretary

BY [Signature]
Its VICE PRESIDENT