

The purpose of this Supplemental Declaration is to clarify, amend and expand certain terms of the Declaration on a lot by lot basis and to make other, more general changes. References to Lot numbers include both the Land Court lot designations from the Land Court Map as well as the lot numbers shown on the subdivision plan approved by the County of Maui.

This Supplemental Declaration shall apply to the lots owned by the Declarant on the date of this Supplemental Declaration described below, namely Lots 667 (Lot 1) to 683 (Lot 17), inclusive, all of which are shown on Map 97 of Land Court Application 1804 and noted on Transfer Certificate of Title No. 570,472.

SUPPLEMENTAL DECLARATION. The Declarant hereby states and adopts the following additional covenants, conditions and restrictions which shall supplement, amend and clarify the Declaration:

1. Height Limits of Structures on Lots. The Design Guidelines adopted by Declarant pursuant to Article II of the Declaration establishes the maximum allowable building height at 30 feet above the natural or finished grade, except for vent pipes, chimneys and roof antennas which shall be not higher than 35 feet above finished grade. Declarant hereby establishes more restrictive height limits on roof elevations and finished grades of the land on the following lots:

<u>Lot</u>	<u>Maximum Height Restrictions</u>
Lot 667 (Lot 1)	a. Maximum elevation of finished grade: 55' b. Restricted areas for one- and two-storey construction: as set forth in Exhibit A hereto c. Maximum Roof Elevations: as set forth in Exhibit A hereto

<u>Lot</u>	<u>Maximum Height Restrictions</u>
Lot 668 (Lot 2)	<p>a. Maximum elevation of finished grade: 65'</p> <p>b. Restricted areas for one- and two-storey construction: as set forth in Exhibit B hereto</p> <p>c. Maximum Roof Elevations: as set forth in Exhibit B hereto</p>
Lot 669 (Lot 3)	<p>a. Maximum elevation of finished grade: 83'</p> <p>b. Restricted areas for one- and two-storey construction: as set forth in Exhibit C hereto</p> <p>c. Maximum Roof Elevation: as set forth in Exhibit C hereto</p>
Lot 673 (Lot 7)	<p>a. Maximum elevation of finished grade: 63'</p> <p>b. Maximum Roof Elevation: 81'</p>
Lot 674 (Lot 8)	<p>a. Maximum elevation of finished grade: 58.5'</p> <p>b. Maximum Roof Elevation: 76.5'</p>
Lot 675 (Lot 9)	<p>a. Maximum elevation of finished grade: 55'</p> <p>b. Maximum Roof Elevation: 73'</p>
Lot 676 (Lot 10)	Maximum Roof Elevation: 68'

<u>Lot</u>	<u>Maximum Height Restrictions</u>
Lot 677 (Lot 11)	a. Maximum elevation of finished grade: 40' b. Maximum Roof Elevation: 67.3'
Lot 678 (Lot 12)	a. Maximum elevation of finished grade: 40' b. Maximum Roof Elevation: 58'
Lot 679 (Lot 13)	a. Maximum elevation of finished grade: 40' b. Maximum Roof Elevation: 58'
Lot 680 (Lot 14)	a. Maximum elevation of finished grade: 40' b. Maximum Roof Elevation: 58'

Maximum Roof Elevations shall apply to roof heights of buildings and structures on each such lot, except that vent pipes, chimneys and roof antennas may exceed said height limits by not more than five feet.

2. General Limits on Trees. The following limits to trees and vegetation on Lots shall apply (Note: reference to "palm trees" means *cocos nucifera*, non-dwarf variety):

Lot	Limitations
Lots 668 (2), 669 (3), 672 (6), 677 (11), 678 (12), 679 (13), 680 (14) and 681 (15)	<ul style="list-style-type: none"> i. No more than 6 palm trees on a Lot ii. Palm trees may be planted in close groupings of not more than two palms in a group iii. All palm trees or groupings must be separated from each other by not less than 25 feet
Lots 668 (2) and Lot 669 (3)	<p>Maximum height of all vegetation: 18' above finished grade within the area of said Lot designated on Exhibit B or C hereto as limited to one storey construction and 28' above finished grade within the area designated on Exhibit B or C hereto as limited to two storey construction, except that higher palm trees may be permitted anywhere on each such Lot with the written consent of the owner(s) of the Lot immediately mauka (i.e. Lot 668 (2) must get the consent of Lot 669 (3) and Lot 669 (3) must get the consent of Lot 670 (4).</p>

Lot	Limitations
Lot 667 (1), Lot 613 (7), Lot 674 (8), Lot 675 (9) and Lot 676 (10)	Not more than four palm trees on a Lot and not more than two of said palm trees in the "front half" of Lot. The "front half" of a Lot is 50% of the Lot area and is bounded by the road fronting the Lot, by both side boundaries and by a line connecting the midpoints of both side boundaries. Trunk heights of all palm trees in each such "half" of a Lot shall, when planted, have trunk heights which differ from each other by not less than 7'. For example, in the "front half" of Lot 674 (8) the trunk heights of the two palm trees, when planted, may be 14' high and 21' high respectively.
Lot 674 (Lot 8)	Any palm trees must, when planted, have a trunk height of at least 30 feet from grade.
Lots 670 (4), 671 (5), 682 (16) and 683 (17)	No restrictions on heights, type, number or variety of trees or other vegetation, notwithstanding anything in the Declaration or any Supplemental Declaration to the contrary.

3. No Liability. The purpose of the foregoing height limits is to preserve and protect views of lots over certain specified lots in a reasonable and practicable manner. However if in the future the owner of any lot is aggrieved by any violation of the height limits (set forth in the Declaration, this Supplemental Declaration or any other Supplemental Declaration now or hereafter adopted) by any lot owner or by any act or omission by Declarant in amending or clarifying said restrictions in any particular case or by Declarant's failure or neglect to enforce said restrictions, neither Declarant nor the Association (as defined in the Declaration) shall have any liability or obligation with respect thereto and the aggrieved owner's rights shall be limited to obtaining an injunction, an order of specific

performance or a judgment for damages (including attorney's fees and costs) against the owners or occupants of the lot on which the violation exists. Except as provided in this Section 3, all expressed or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed. See also Section 17.4 of the Declaration.

4. Street Trees. Neither the Declarant nor the Association shall plant or maintain coconut palm trees (*cocos nucifera*, the non-dwarf variety) within that portion of the road lot or Easement 520 (Easement L-1) which fronts Lot 673 (Lot 7), Lot 674 (Lot 8) and Lot 675 (Lot 9).

The owners of Lot 669 (Lot 3) shall have the right at any time and from time to time, at their own expense, to trim the trees and vegetation within the roadway and within Easement 520 (Easement L-1) fronting Lot 673 (Lot 7), Lot 674 (Lot 8) and Lot 675 (Lot 9) as may be necessary to limit the height of said trees and vegetation to 20 feet above finished grade, subject to any conflicting requirements of the County of Maui, and consistent with reasonable horticultural practices.

5. Site Drainage. As part of the development plan for each lot, the Declarant's engineers may require or recommend the construction of a drainage retention area, in coordination with the engineered drainage plan for the subdivision. The owner of each lot shall comply strictly with such recommendations or requirements and shall construct and maintain each such drainage retention area in good order and repair so that the effectiveness of said area for drainage retention shall not be impaired.

6. Security. From and after the time when the first home is constructed and occupied within any of Lots 667 (Lot 1) to 681 (Lot 15), inclusive, the Association, acting through the Board of Directors, shall enter into and maintain in full force and effect a contract with a reputable security firm to provide general security for the subdivision by 24-hour patrols, or shall provide such other or different security for the subdivision which shall be approved by vote of the Association. Notwithstanding the foregoing, the owner of Lot 682 (Lot 16) and Lot 683 (Lot 17) may elect, by written notice to the Board of Directors, to be excluded from receiving the benefit of such security services and shall, during the time(s) they shall not be covered by said security services, be relieved of the obligation to share in the cost of said arrangement. Nothing herein shall impose

personally appeared **EVERETT R. DOWLING**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public, State of Hawaii
Printed Name:

My Commission Expires:
