
After Recordation Return by: Mail (X) Pickup () To:

Warren S. Unemori Engineering, Inc.
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793

KA' ONO' ULU ESTATES - PHASE I

FILE PLAN _____

Land situated on the westerly side of Piilani Highway, Federal Aid Project Number RF-031-1(5), and on the south side of Kenolio Subdivision (File Plan 1546) and on the north side of Haleakala Village Subdivision (File Plan 1938)

At Kaonoulu (Kihei), Wailuku and Makawao, Maui, Hawaii

Being a portion of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56

SUBDIVIDED INTO LOTS 1 TO 169, INCLUSIVE, AND DESIGNATION OF EASEMENTS A to E, INCLUSIVE, E-1 TO E-29, INCLUSIVE AND T-1, T-2 AND T-3

Owner: Horita-Maui, Inc.
Address: 2024 North King Street, Room 200
Honolulu, Hawaii 96819

EXHIBIT "A"

Beginning at a point at the southeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI", being 11,709.34 feet North of 21,864.34 feet West and running by azimuths measured clockwise from True South:

1. 95° 48' 20" 590.00 feet along the Kaonoulu-Waiohuli Boundary, being also along Grant 9325, Apana 1 to Haleakala Ranch Company to a pipe;
2. 95° 59' 1,495.67 feet along the Kaonoulu-Waiohuli Boundary, being also along Lots 34, 33, 32, 31, 21, 20, 19, 9, 8, and 7 of Haleakala Village Subdivision (File Plan 1938), and Grant S-14200 to Edward and Angeline Kenolio to a pipe;
3. 101 26' 180.91 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
4. 175° 22' 616.00 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
5. 85° 22' 363.42 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
6. 175° 22' 392.91 feet along the easterly side of Kihei Road to a pipe;
7. 281° 11' 30" 838.76 feet along the southerly side of Kaonoulu Street to a pipe;
8. 228° 03' 30" 133.20 feet along the easterly side of the former Kenolio Road to a pipe;
9. Thence along the easterly side of the former Kenolio Road on a curve to the left having a radius of 379.27 feet, the chord azimuth and distance being:
198° 43' 30" 371.60 feet to a pipe;

10. 169° 23' 30" 1,044.86 feet along the easterly side of the former Kenolio Road to a pipe;
11. 246° 37' 30" 1,016.14 feet along Grant 7107 to Loe Kahoa and Lots 19, 20, 21, and 22 of Kenolio Subdivision (File Plan 1546) to a pipe;
12. 355° 40' 206.34 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
13. 246° 36' 117.50 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
14. 175° 40' 206.34 feet along the remainder of Royal Patent 7447, Land Commission Award 3237, Part 2 to H. Hewahewa, Certificate of Boundaries No. 56 to a pipe;
15. 240° 23' 20" 41.57 feet along the southerly end of Kaiola Place to a pipe;
16. 270° 04' 30" 43.83 feet along a portion of Grant 11400 to Ernest K. Naeole to a pipe;
17. 346° 48' 144.94 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
18. 256° 48' 20.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
19. 346° 48' 250.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
20. 76° 48' 15.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
21. 346° 48' 200.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;

22. 256° 48' 10.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
23. 346° 48' 900.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
24. 76° 48' 30.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
25. 346° 48' 95.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
26. 256° 48' 25.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
27. 346° 48' 785.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
28. 76° 48' 10.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
29. 346° 48' 220.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
30. 256° 48' 20.00 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
31. 346° 48' 364.26 feet along the westerly side of Piilani Highway (F.A.P. No. RF-031-1 (5)) to a pipe;
32. Thence along the westerly side of Piilani Highway (F.A.P. No. RF-031-1(5)) on a curve to the left having a radius of 7,060.1 feet, the chord azimuth and distance being:
 346° 16' 14.4" 130.45 feet to the point of beginning and containing an Area of 100.065 acres or 4,358,811 square feet.

And designation of the following easements:

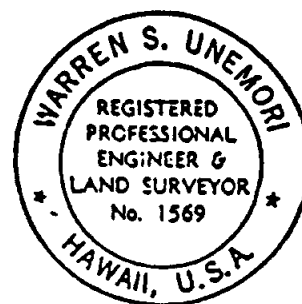
Easement A affecting Lot 127;
Easement B affecting Lot 133;
Easement C affecting Lot 166;
Easement D affecting Lots 165 and 168;
Easement E affecting Lots 141 and 166;
Easement E-1 affecting Lot 2;
Easement E-2 affecting Lot 10;
Easement E-3 affecting Lot 16;
Easement E-4 affecting Lot 57;
Easement E-5 affecting Lot 35;
Easement E-6 affecting Lot 65;
Easement E-7 affecting Lot 70;
Easement E-8 affecting Lot 59;
Easement E-9 affecting Lot 83;
Easement E-10 affecting Lot 77;
Easement E-11 affecting Lot 97;
Easement E-12 affecting Lot 112;
Easement E-13 affecting Lot 117;
Easement E-14 affecting Lot 123;
Easement E-15 affecting Lot 129;
Easement E-16 affecting Lot 134;
Easement E-17 affecting Lot 109;
Easement E-18 affecting Lot 165;
Easement E-19 affecting Lot 165;
Easement E-20 affecting Lot 165;
Easement E-21 affecting Lot 165;
Easement E-22 affecting Lot 168;
Easement E-23 affecting Lot 168;
Easement E-24 affecting Lot 165;
Easement E-25 affecting Lot 168;
Easement E-26 affecting Lot 168;
Easement E-27 affecting Lot 141;
Easement E-28 affecting Lot 166;
Easement E-29 affecting Lot 166;
Easement T-1 affecting Lot 168;
Easement T-2 affecting Lot 168;
Easement T-3 affecting Lot 168;

SUBJECT, HOWEVER, to the following:

1. A Restriction of Vehicle Access Rights affecting Lots 1, 2, 3, 31, 33, 34, 64 to 74 inclusive, 76 to 86 inclusive, 95, 96, 107 to 132 inclusive, 135, 140, 141, 160, and 165 to 169 inclusive.
2. A 20-foot wide Building Setback Line affecting Lots 64 to 72 inclusive, 77 to 86 inclusive, 110 to 131 inclusive and 141.
3. A existing Sanitary Sewer Easement affecting lot 167.
4. A existing Roadway and Utility Easement affecting Lot 150.

5. A portion of Existing Easement No. 2 Central Maui Water Transmission System designated herein as Easement C, affecting Lot 166.

This description is from an actual survey on the ground made by or under the direct supervision of the undersigned, between August 22, 1988 and May 25, 1990 and may be checked by the State Surveyor with field books numbered 88-064-1, 88-064-2, and 88-064-3 and calculation folder numbered 88-064-A.



WARREN S. UNEMORI ENGINEERING, INC.

By:

A handwritten signature in cursive script, appearing to read "Warren S. Unemori", written over a horizontal line.

Registered Land Surveyor
Certificate No. 1569, ES

Wells Street Professional Center
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793
December 1, 1990

BY-LAWS
OF
KA ONO ULU ESTATES COMMUNITY ASSOCIATION
("Corporation")

ARTICLE I

Section 1. Principal Office. The principal office of the Corporation shall be at such place in the County of Maui, State of Hawaii, as the Board of Directors shall from time to time determine.

Section 2. Seal. The Corporation shall have a common seal of such form and design as the Board of the Directors shall from time to time determine.

ARTICLE II

Meetings

Section 3. Annual Meetings. The annual meeting of members of the Corporation shall be held each year, on such date and at such time in the month of May, and at such place in the County of Maui as shall be designated by the Board of Directors in the notice of annual meeting. The annual meeting shall be a general meeting, and at any such meeting any business within the powers of the Corporation, without special notice of such business, may be transacted, except as limited by law, the Articles of Incorporation of Ka Ono Ulu Estates Community Association (hereinafter referred as "Association"), the Declaration of Protective Covenants for Ka Ono Ulu Estates (hereinafter referred as "Declaration"), or these By-Laws.

Section 4. Special Meeting. Special meetings of the members may be held at any time upon the call of the President or upon the call by resolution of the Board of Directors, or upon the written request of members entitled to not less than twenty-five percent (25%) of the votes of the entire membership.

Section 5. Notices of Meetings. Except where and to the extent otherwise provided by law, the Articles of Incorporation or the Declaration, a written notice of all meetings, annual or special, stating the place, day and hour of the meetings, and whether it is annual or special, and in case of each special meeting stating briefly the purpose thereof and the business proposed to be transacted, shall be given by personally delivering the same to a member or by mailing such notice, postage prepaid at least five (5) days before the date assigned for the meeting to a member at his address as it appears upon the transfer books of the Corporation or his usual place of business, or such notice of any meeting may be given by publication in one or more newspapers of general circulation in the County of Maui, Hawaii, not less than two (2) times on separate days, the last publication to appear not less than five (5) days prior to the date assigned for the meeting. Upon notice being given in accordance with the provisions hereof, the failure of any stockholder to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings at such meeting. The presence of any member of the Corporation at a meeting shall be deemed a waiver by such member of notice of the meeting.

Section 6. Irregular Meetings Validated. Subject to such express limitations, if any, as may be contained in any provision of law, the Articles of Incorporation or the Declaration applicable to any particular action, when members entitled to two-thirds (2/3) or more of the votes of the entire membership shall personally or by proxy or by other authorized representatives sign a written waiver of call and notice of the time and place and purpose of the meeting, the doings of such meeting shall be valid even though such meeting was never called or no notice of the same was ever given.

Section 7. Quorum. At all meetings the presence of members entitled to exercise one third (1/3) of the votes of the membership shall be necessary to constitute a quorum, and the action of the members entitled to a majority of the votes present or represented at any meeting at which a quorum is present shall be valid and binding upon the Corporation except as otherwise provided by law, the Articles of Incorporation, the Declaration or these By-Laws.

Section 8. Voting. At each meeting of the members, each member, except where otherwise provided by the Articles of Incorporation, shall be entitled to vote in person or by representative appointed by instrument in writing subscribed by such member or by his duly authorized attorney, and filed with

the Secretary, and he shall have the number of votes to which he is entitled under the Articles of Incorporation upon the date of said meeting or on the record date fixed by the Board of Directors.

Section 9. Adjournment. Any meeting of the members, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority vote of those present. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and noticed.

ARTICLE III

Board of Directors

Section 10. Number and Term of Office. A Board consisting of not less than three (3) Directors shall be elected at the annual meeting. Except as hereinafter provided, each Director shall hold office until the third annual meeting held following his election and until his successor shall have been elected. At the first annual meeting, one-third (1/3) of the Directors elected shall be elected to three year terms, one third (1/3) of the Directors elected shall be elected to two year terms, and one third (1/3) of the Directors elected shall be elected to one year terms. A determination of the number of Directors who shall serve on the Board of Directors may be made at any time by a majority decision of the current Directors. If the Board of Directors should decide to increase the number of Directors, the additional number of Directors shall be elected at the next annual meeting of members. If the Board of Directors should decrease the number of Directors, the current Directors shall continue to hold office until the next annual meeting, unless certain of the Directors should earlier resign. Any increase or decrease in the number of Directors shall be accomplished so as to maintain the schedule of retiring and replacing one third (1/3) of the Board of Directors each year.

Section 11. Removal of Directors. Any Director may be removed from office at any time and another person may be elected in his place to serve for the remainder of his term at any special meeting of members, called and held for the purpose by the affirmative vote of the members entitled to two thirds

(2/3) or more of the votes present or represented at any meeting at which a quorum is present.

Section 12. Chairman, Meetings, Notice. The Board may appoint a Chairman who shall preside at all meetings and serve during the pleasure of the Board. The Board shall hold meetings as often as the business of the Corporation may require at the call of the President, the Chairman of the Board, or any of the Directors constituting at least one-half (1/2) of the Board, provided that the Board shall meet at least once annually immediately after the annual meeting of the members of the Corporation. The Secretary shall give notice of each meeting of the Board of Directors other than the annual meeting either orally or in writing by mailing or delivering the same not less than one (1) day before the meeting unless otherwise prescribed by the Board. The failure by the Secretary to give such notice or by any Director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of Directors is present.

Section 13. Quorum and Adjournment. The majority of the Directors shall constitute a quorum for the transaction of business and no actions taken other than the appointment of Directors to fill temporary vacancies, as provided in these By-Laws, shall bind the Corporation unless it shall receive the concurring vote of a majority of all the Directors. In the absence of a quorum, the presiding officer or a majority of the Directors present may adjourn the meeting from time to time without further notice until a quorum be had.

Section 14. Powers of Board of Directors. The property, affairs and business of the Corporation shall be managed by the Board of Directors and, except as otherwise provided by law, the Articles of Incorporation, the Declaration and By-Laws, all of the powers and authority of the Corporation shall be vested in and may be exercised by the Board of Directors as fully and for all purposes as though exercised directly by the members; and in furtherance and not in limitation of said general powers, the Board of Directors shall have the power: to dispose of property; to appoint a General Manager or managing agent and such other managers, officers or agent of the Corporation as in its judgment the business may require and to confer upon and to delegate to them by power of attorney or otherwise such power and authority as it shall determine; to remove or suspend any of the aforesaid managers, officers, or agents appointed by the Board, at the sole discretion of the Board; to fix the salaries or compensation of agents and employees of the Corporation and, in its discretion,

to require security of any of them for the faithful performance of any of their duties; to set the amount of membership fee assessed annually upon each Owner; to make rules and regulations not inconsistent with law, the Articles of Incorporation, the Declaration or these By-Laws for the transaction of business; to adopt and publish rules and regulations relating to the use and enjoyment of the common areas, improvements, facilities and services and the personal conduct of members and their tenants and guests thereon; to establish penalties for infraction of the aforementioned rules and regulations, if any, and for non-payment of authorized charges and assessments made by the Corporation, including the suspension of membership rights as provided in the Articles of Incorporation; to create such committees (including an executive committee or committees) and to designate as members of such committees such persons as it shall determine, and to confer upon such committees such power and authority as may by resolution be set forth for the purpose of carrying on or exercising any of the powers of the Corporation; to appoint members of the Design Committee who are to be appointed by the Corporation pursuant to the Declaration; to create and set aside reserve funds for any purpose and to deposit said funds in such depository institution it may deem proper; and, generally, to do any and every lawful act necessary or proper to carry into effect the powers, purposes and objects of the Corporation.

Section 15. Vacancies and Substitute Directors. If any permanent vacancy shall occur in the Board of Directors through death, resignation, removal or other cause, the remaining Directors, by affirmative vote of a majority of the whole Board may elect a successor Director to hold office for the unexpired portion of the term of the Director whose place shall be vacant.

In case of a temporary vacancy due to the absence of any Director from the State of Hawaii or the sickness or disability of any Director, the remaining Directors whether constituting a majority or a minority of the whole Board, may appoint some person as a substitute Director who shall be a Director during such absence or disability and until such Director returns to duty. The determination by the Board of Directors of the fact of such absence or disability and the duration thereof as shown in the minutes of the Board meeting shall be conclusive as to all persons and the Corporation.

Section 16. Approval of Acts of Board of Directors. At any annual or special meeting of the members any or all of

the acts and doings of the Board of Directors may be ratified, confirmed and approved by the members, and such ratification and approval shall be as valid and binding upon the Corporation and upon all members as though it had been approved or ratified by every member of the Corporation.

ARTICLE IV

Officers

Section 17. Appointment. The officers of the Corporation shall be a President, one or more Vice-Presidents, a Secretary, a Treasurer and in addition thereto, at the discretion of the Board of Directors, a Chairman of the Board, an Assistant Treasurer or Assistant Treasurers, an Assistant Secretary or Assistant Secretaries, and such other subordinate officers with such duties as the Board of Directors shall from time to time determine. All officers shall be appointed annually by the Board of Directors and shall serve until their successors have been appointed and qualified. One person may hold more than one office, and all officers shall be subject to removal at any time by the affirmative vote of the majority of the entire Board. The Board of Directors may, in its discretion, appoint acting or temporary officers, may appoint officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer appointed by it.

Section 18. Chairman of the Board. The Chairman of the Board, if appointed, shall preside at all meetings of the Board of Directors and shall perform such other duties as may be required of him by the Board of Directors.

Section 19. President. The President shall preside at all meetings of the members, and in case no Chairman of the Board of Directors is appointed or in the absence of such a Chairman, if appointed, he shall preside at meetings of the Board of Directors. He shall exercise general supervision over the business of the Corporation and over its several officers, agents and employees, subject, however, to the control of the Board of Directors. He shall also perform Design Committee functions when called upon to do so pursuant to Section 4.01 of the Declaration.

Section 20. Vice-Presidents. The Vice-President or Vice-Presidents, in the order of priority of appointment, shall perform all of the duties and exercise all of the powers and

rights of the President provided for in these By-Laws or otherwise during the absence or disability of the President or whenever the office of President is vacant and shall perform all other duties assigned by the Board of Directors.

Section 21. Treasurer. The Treasurer shall have custody of all the funds, notes, bonds and other valuable papers of the Corporation, and shall be responsible for keeping all of the books and accounts of the Corporation, and shall render statements thereof in such form and as often as required by the Board of Directors. He shall have the power to enclose for deposit or collection all notes, drafts, checks and other obligations for the payment of money to the Corporation or to its order.

Section 22. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members. He shall give notice in conformity with these By-Laws of all meetings of the members and the Board of Directors. In the absence of the President and the Vice Presidents, he shall preside until a Chairman pro tempore is chosen. He shall have charge of the membership ledger, all documents pertaining to title to all real property owned or held by the Corporation and all rules, regulations and other documents and maps required to be filed with the Corporation or in the office of the Corporation by the Declaration, an original or duplicate of each which shall be available at all times during usual business hours for examination by members of the Corporation. He shall also perform all other duties assigned to him by the President or the Board of Directors.

Section 23. Assistant Treasurer. An Assistant Treasurer or Assistant Treasurers, if appointed, in the order of priority of appointment, shall perform all of the duties and exercise all of the powers of the Treasurer during his absence or disability or whenever the office of Treasurer is vacant and shall perform all duties assigned to him or them by the President or the Board of Directors.

Section 24. Assistant Secretary. An Assistant Secretary or Assistant Secretaries, if appointed, in the order of priority of appointment, shall perform all of the duties and exercise all of the powers of the Secretary during his absence or disability or whenever the office of Secretary is vacant and shall perform all duties assigned to him or them by the President or the Board of Directors.

ARTICLE V

Execution of Instruments

Section 25. Proper Officers. Except as otherwise provided by law or these By-Laws, all checks, drafts, notes, bonds, acceptances, deeds, leases, contracts and all other documents and instruments, shall be signed, executed and delivered by the President or a Vice President and by the Treasurer or the Secretary, or an Assistant Treasurer or Assistant Secretary; provided, however, that the Board of Directors may from time to time by resolution authorize checks, drafts, bills of exchange, notes, orders for payment of money, licenses, endorsements, powers of attorney, proxies, waivers, consents, returns, reports, applications, notices, agreements or documents, instruments or writings of any nature to be signed, executed and delivered by such officers, agents or employees of the Corporation, or any one of them, in such manner as may be determined by the Board of Directors.

Section 26. Facsimile Signature. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document by a mechanical device or machine, or by use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board of Directors.

ARTICLE VI

Committees

Section 27. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the total Board of Directors in office. Such committees shall perform such duties and have such powers as may be provided in the resolution. Each committee shall be composed and shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules and regulations adopted by the Board of Directors.

ARTICLE VII

Section 28. Adoption, Amendment and Repeal. The By-Laws may be amended or repealed and new By-Laws may be

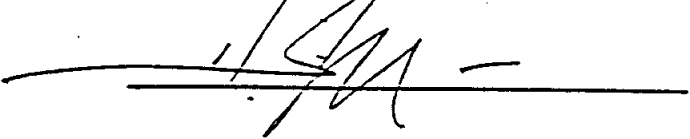
adopted, by action of not less than two-thirds (2/3) of the votes of the members present at a meeting of the members of the Corporation duly called and held, the notice of which shall have stated that a purpose of the meeting is to consider the adoption, amendment or repeal of the By-Laws and the general nature of the same.

Adoption of By-Laws

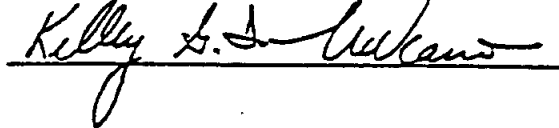
The undersigned, being all of the signers of the Articles of Incorporation of KA ONO ULU ESTATES COMMUNITY ASSOCIATION do hereby adopt the foregoing By-Laws as the By-Laws of said Corporation.

DATED: Honolulu, Hawaii, _____

FEB 29 1992



Grant M. Chen



Kelly S. J. Adams

0482u

176 ACCOM: KAONOULU #2

3.

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STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

RECORDATION REQUESTED BY: 81-9147

81 JAN 28 8:01

AFTER RECORDATION, RETURN TO:
TITLE GUARANTY ESCROW SERVICES, INC.

Wailuku Branch
P. O. Box 875
Wailuku, Hawaii 96793

LIBER/PG 15309 466
C.F. BELMANN III, REGISTRAR

RETURN BY: MAIL (✓) PICK-UP ()

SUBDIVISION AGREEMENT
(LARGE LOTS)

WHEREAS, KAONOULU RANCH COMPANY, LIMITED, is a Hawaii Corporation, of 55 North Church Street, Wailuku, Hawaii 96793.

Smc NP "Owner" 1/2 the owner of a certain parcel of real property at Kaonoulu (Kihei), Wailuku, County of Maui, State of Hawaii, Tax Map Key 2-2-02:15 & 3-9-01:16, containing an area of approximately 100 Acres (the "Property");

WHEREAS, the Owner desires to subdivide the above-referenced Property in an undertaking known as the Kihei-Kaonoulu Subdivision; and

WHEREAS, Kihei-Kaonoulu Subdivision will contain two lots of the following:

Lot 1 = 18.505 Acres

Lot 2 = 81.603 Acres

WHEREAS, the zoning applicable to Kihei-Kaonoulu Subdivision is Apartment (±18.5 Acres), Residential (±65 Acres), and Agricultural (±16.6 Acres).

WHEREAS, each of the lots of Kihei-Kaonoulu Subdivision are resubdividable in four or more lots within the requirements of the zoning ordinance

of the County of Maui; and

WHEREAS, the County of Maui (the "County") is a body politic and corporate, and a political subdivision of the State of Hawaii, which has adopted and is responsible for the enforcement of the ordinance which regulates subdivisions with the County of Maui (the "Subdivision Ordinance"); and

WHEREAS, Section 11-1.9(f), "Large Lot Subdivision" of the Subdivision Ordinance of the County of Maui states that:

"A large lot shall be defined as a parcel of land that is resubdividable into four or more lots within the requirements of the county zoning ordinance.

In subdividing tracts into large lots which at some future time are likely to be resubdivided, the director may require that the blocks, be of such size and shape, be so divided into lots and contain such building site restrictions as will provide for extension and opening of streets at intervals which will permit a subsequent subdivision of any large lot.

For large lots, improvements may be deferred with the approval of the director, provided that the subdivider or owner, his heirs and assigns agree to provide all deferred improvements upon actual development or future resubdivision of the large lots, and observe the following building restrictions:

(1) For residential, rural or agricultural zoned areas, no more than one dwelling per lot;

and

(2) For business, industrial, hotel and apartment zoned areas, no structures will be built.

These restrictions would terminate upon installation of all improvements required by this ordinance.

Utilities such as water, sewer and electricity will be required for all lots. However, for large lots, the size of utilities may be based on the minimum requirements of the dwelling per lot. Park and other assessments shall be based on the number of newly created lots only and not the ultimate development.

The requirements of this ordinance shall apply to all lots not defined as large lots in the subdivision."; and

WHEREAS, the Subdivision Ordinance provides for certain requirements which must be met prior to approval of the Kihei-Kaonoulu Subdivision; and

WHEREAS, the Director of the Department of Public Works has determined that Kihei-Kaonoulu Subdivision is a large lot subdivision and improvements for the subdivision will be deferred if Owner agrees to certain conditions;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Owner, for himself and his heirs, executors, administrators, personal representatives, successors and assigns, and the County, as follows:

1. That in accordance with Section 11-1.9(f) "Large Lot Subdivision", Permanent Ordinances of the County of Maui 1971, as amended, the Owner shall provide all deferred roadway, drainage and sewer improvements upon actual development or future subdivision of any of the parcels or lots as required by the Director of Public Works, County of Maui,

and as stated in the letter from the Director of the Department of Public Works to the Owner dated the 11 day of September, 1980, which letter is attached hereto as Exhibit "A" and by reference is incorporated herein, and in addition observe the following building restrictions:

- a. No structures will be built on Lot 1.
- b. No more than one dwelling shall be built on Lot 2.

2. The County shall permit the subdivision process to proceed with respect to Kihehi-Kaonoulu Subdivision.

3. Where there is more than one Owner, all obligations of the Owner set forth herein shall be joint and several obligations of each Owner.

4. The Owner does hereby declare that the Property, and all parts thereof, is and shall be held subject to the foregoing covenants, conditions and restrictions and that all of such covenants, conditions and restrictions shall be effective as to and shall run with the land as to the Property from and after the recording of this instrument (the "Agreement") with the Bureau of Conveyance of the State of Hawaii without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by Owner, the County of Maui, or any heir, executor,

administrator, personal representative, successor, or assign, as the case may be, of any of them, that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this Agreement.

5. This Agreement and all of the covenants, conditions and restrictions contained herein shall continue to be effective as to and run with the land in perpetuity, or until the same is released as to the Property or any part thereof by the County.

6. The term "Owner" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the Owner, his heirs, executors, administrators, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 18th day of October, 1980.

COUNTY OF MAUI

By 
Its Director of Public Works

15309 471

OWNER

KAONOULU RANCH COMPANY, LIMITED

H. F. Rice

HAROLD F. RICE - PRESIDENT

APPROVED AS TO FORM
AND LEGALITY:

J. K. Cook

Deputy Corporation Counsel
County of Maui

STATE OF HAWAII

)

15309 472

COUNTY OF MAUI

;

SS.

)

On this 1st day of October, 1980,
 before me personally appeared H. F. Reie and
 _____, to me personally known; who,
 being by me duly sworn, did say that ^{he is} they are the
President and _____ of
Kaonoleu Ranch Company, Limited; 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 the said officers acknowledged
 the said instrument to be the free act and deed of said
 corporation.

Wesley H. Sewell

Notary Public, State of Hawaii

My commission expires: 7-26-83

STATE OF HAWAII

)

COUNTY OF MAUI

;

SS.

)

On this 1st day of January, 1981,
 before me appeared R. HAYASHI, Director of Public Works of
 the County of Maui, a political entity duly created and
 existing under the laws of the State of Hawaii of which
 there is no corporate seal of said department, to me known
 to be the person described in and who executed the foregoing
 instrument and acknowledged that he executed the same as his
 free act and deed.

Wesley H. Sewell

Notary Public, State of Hawaii

My commission expires: 1/26/82

EXHIBIT "A"

MANNIBAL TAVARES
Mayor

RALPH HAYASHI
Director of Public Works



DIVISIONS
Engineering
Highway Construction
and Maintenance
Land Use and
Codes Enforcement
Sewers

15309 473

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS

200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

IN REPLY, REFER TO:
3.1106

September 11, 1980

RECEIVED

R. T. Tanaka Engineers, Inc.
250-D Waiehu Beach Road
Wailuku, Hawaii 96793

Gentlemen:

Re: Kaonoulu Subdivision
TMK:2-2-02:por 15 and TMK:3-9-01:por 16

Preliminary approval is hereby granted to the above plat.
Final approval shall be contingent upon compliance with the following conditions:

1. Requirements of the Department of Water Supply:
 - a. Any relocation of water service laterals shall be paid for by the subdivider.
 - b. Any further development may require offsite/onsite improvements.
2. Submit an agreement from the owner to provide all deferred roadway, drainage and sewer improvements upon actual development or future resubdivision of the large lots. The agreement should include the provisions of Section 11-1.9 f. Large Lot Subdivisions.
3. Submittal of an agreement executed by the owners and extended to their heirs and executors or assigns to participate in future roadway improvement districts along Kihei and Kenolio Roads.
4. Provide new subdivision name.
5. Designate master plan drainageway on plat.

R. T. Tanaka Engineers, Inc.
Page 2 (3.1106)
September 11, 1980

15309 474

6. Submit ten(10) copies of the final plat in accordance with the procedures of Section 11-1.16 Technical Review, Action on Final Plat and Filing of Plat and prepared in accordance with the subdivision ordinance. The plat should include revisions as per the attached map. The improvements and requirements should be completed or bonded and appropriate documentation filed with the Division of Land Use and Codes Administration before the technical review can be initiated.

Within one(1) year from the date of preliminary approval of the subdivision, ten(10) copies of the final map should be filed with the Division of Land Use and Codes Administration, unless an extension of time is granted by the division. Applications for extension of the filing period should be made in writing to the division at least fifteen(15) days before the expiration date.

Sincerely,



RALPH HAYASHI
Director of Public Works

AS:ng

enclosure

cc: Water Supply SD 80-75

4. The Owner does hereby declare that the Property, and all parts thereof, is and shall be held subject to the foregoing covenants, conditions and restrictions and that all of such covenants, conditions and restrictions shall be effective as to and shall run with the land as to the Property from and after the recording of this instrument (the "Agreement") with the Bureau of Conveyance _____ of the State of Hawaii without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by Owner, the County of Maui, or any heir, executor, administrator, personal representative, successor, or assign, as the case may be, of any of them, that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Agreement by such person or persons, entity or entities, and that upon any transfer of any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform, all of the covenants, conditions and restrictions of this Agreement.

5. This Agreement and all of the covenants, conditions and restrictions contained herein shall continue to be effective as to and run with the land in perpetuity, or until the same is released as to the Property or any part thereof by the County.

6. The term "Owner" and any pronoun in reference thereto, wherever used herein, shall be construed to mean

15318 549

the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the Owner, his heirs, executors, administrators, personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the 15th day of October, 1980.

COUNTY OF MAUI

By *R. Hansen*
Its Director of Public Works

OWNER

KAONOLU RANCH COMPANY, LIMITED

Harold F. Rice
HAROLD F. RICE - PRESIDENT.

APPROVED AS TO FORM
AND LEGALITY:

J. M. Keane
Deputy Corporation Counsel
County of Maui

15318 550

STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this 1st day of October, 1980,
before me personally appeared Hanoed F Rici and
_____, to me personally known, who,
being by me duly sworn, did say that ^{he is} they are the
President and _____ of
Kaonoleu Ranch Company, Limited; 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 the said officers acknowledged
the said instrument to be the free act and deed of said
corporation.

[Signature]
Notary Public, State of Hawaii

My commission expires: 7-26-83

STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this 19th day of January, 1981,
before me appeared R. HAYASHI, Director of Public Works of
the County of Maui, a political entity duly created and
existing under the laws of the State of Hawaii of which
there is no corporate seal of said department, to me known
to be the person described in and who executed the foregoing
instrument and acknowledged that he executed the same as his
free act and deed.

[Signature]
Notary Public, State of Hawaii

My commission expires: 1/26/82

RECORDATION REQUESTED BY:

Department of Public Works
Land Use and Codes Administration Division
County of Maui

89 152038

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

AFTER RECORDATION, RETURN TO:

Land Use and Codes Administration Division
Department of Public Works
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

1989 OCT-3 PM 1:54
23724 508
LIBER/PC
ARCHIE K. VIELA, REGISTRAR

RETURN BY: (XX) MAIL PICK-UP ()

TMK NO: 3-9-01: Portion of 149

CERTIFICATION OF LONG-TERM RESIDENTIAL USE

1. The undersigned hereby certifies that he/she/it/they will:

lease/rent out the residential structure for which Building Permit No. _____ is issued under a lease or rental agreement with a term of six months or more;

OR

sell the residential unit for which Building Permit No. 89/1665 is issued to person(s) who will be owner/occupant(s).

2. The undersigned further certifies the same shall furnish a copy of this certification to each lessee/renter and purchaser.

DATED: Honolulu, Hawaii, September 28, 1989.

OWNER/DEVELOPER/AUTHORIZED AGENT(S):

Horita-Maui, Inc.

By 
Its _____

By _____

Its _____

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 19____, before me appeared

_____ and _____,
to me personally known, who being by me duly sworn did say that they are the persons described in the certification above and that they executed the said certification as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii.

My commission expires: _____

Attachment 2

STATE OF HAWAII

(County of Maui)

}
} SS.
}

On this 26th day of September, 1969, before me appeared Ronald K. Watase and _____ to me personally known, who, being by me duly sworn, did say that ~~they are~~ ^{he is} the Vice President / Treasurer and _____, respectively, of Hocita-Maui, Inc., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Susan K. Kaneva
Notary Public, State of Hawaii
My commission expires: 6-17-92

\sowp\AUTHFORM

RECORDATION REQUESTED BY:

89 152039

Department of Public Works
Land Use and Codes Administration Division
County of Maui

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

AFTER RECORDATION, RETURN TO:

Land Use and Codes Administration Division
Department of Public Works
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

1989 OCT-3 PM 1:54
23724 510
LIBER 7 PG
ARCHIE K. VIELA, REGISTRAR

RETURN BY: (XX) MAIL PICK-UP ()

TMK NO: 3-9-01: Portion of 148

CERTIFICATION OF LONG-TERM RESIDENTIAL USE

1. The undersigned hereby certifies that he/she/it/they will:

lease/rent out the residential structure for which Building Permit No. _____ is issued under a lease or rental agreement with a term of six months or more;

OR

sell the residential unit for which Building Permit No. 89/1694 is issued to person(s) who will be owner/occupant(s).

2. The undersigned further certifies the same shall furnish a copy of this certification to each lessee/renter and purchaser.

DATED: Honolulu, Hawaii, September 28, 1989.

OWNER/DEVELOPER/AUTHORIZED AGENT(S):

Horita-Maui, Inc.

By 

Its

By _____

Its

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 19____, before me appeared

_____ and _____
to me personally known, who being by me duly sworn did say that they are the persons described in the certification above and that they executed the said certification as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii.

My commission expires: _____

Attachment 2

9/agreements/c
12/23/88

STATE OF HAWAII
County of Maui

)
) SS.

On this 26th day of September, 1989, before me appeared Ronald K. Watase and _____
_____ to me personally known, who, being by me
duly sworn, did say that ^{he is} they are the Vice President/Treasurer and
_____, respectively, of Horita-Maui, Inc,
a Hawaii corporation; that the seal affixed to the
foregoing instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed on behalf of said
corporation by authority of its Board of Directors, and the said
officers acknowledged said instrument to be the free act and deed
of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

Susan K. Ranewa
Notary Public, State of Hawaii
My commission expires: 6-17-92

\sowp\AUTHFORM

90-097888

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

'90 JUN 28 AM 11 09

S. FURUKAWA, REGISTRAR
REGULAR SYSTEM

LAND COURT

AFTER RECORDATION, RETURN BY: MAIL (X) PICK-UP ()

Land Use and Codes Administration
Department of Public Works
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

TMK NO: 3-9-01:149 LOT #111

NOTICE

SUBJECT: Kihel Wastewater Treatment Capacity

ISSUANCE OF THIS PERMIT DOES NOT GUARANTEE THAT
THE PLANT WILL HAVE AVAILABLE CAPACITY
AT THE TIME OF OCCUPANCY FOR YOUR PROJECT

Connection to the County system will not be allowed if the plant expansion is not completed or if the plant capacity is otherwise at its maximum.

ACKNOWLEDGMENT

The undersigned hereby acknowledge(s) that he/she/it/they has/have received the above notice and accept(s) Building Permit No. 90/1676 on the following conditions:

1. That each of the undersigned persons represents and confirms that he/she/it/they is/are the owner/developer of the project for which the building permit is being issued.

Attachment 3

Revised 9/89
9/agreements/c

2. That the undersigned owner and/or developer, expressly acknowledges:

(a) That by issuing the permit, the County of Maui does not in any way guarantee or otherwise represent that the project for which the building permit is being issued will be permitted to connect to the County's sewer system.

(b) That where private wastewater treatment plants are proposed, "dry" sewer lines shall be constructed such that abandonment of the private treatment plant can be accomplished immediately upon availability of county sewer service.

(c) That upon notice from the County that county sewer service is available, the project for which the permit is issued shall be connected to the County sewer system within 30 calendar days.

(d) The County of Maui hereby gives notice that, if and when wastewater capacity becomes available, the owner or developer may be required to pay, prior to connection, a wastewater impact fee pursuant to the terms of an ordinance that may be adopted by the Maui County Council.

(e) That owner and/or developer shall furnish a copy of this Notice to all prospective purchasers and/or users.

DATED: June 18, 1990, Hawaii, _____.

OWNER/DEVELOPER:

Horita Maui, Inc.
Herbert K. Horita Realty, Inc.
(Print name above)

*MSA
J.P.*

By *[Signature]*
name: Howard K. Mura.
Its General Mgr.

By _____
name: _____
Its _____

Revised 9/89
9/agreements/c

CORPORATE ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 18th day of June, 1991, before me appeared Howard V. Kiera and , to me personally known, who, being by me duly sworn, did say that they are the General Manager and , respectively, of Herita Maui, Inc., a Hawaii corporation; that ~~the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said officers~~ ^{acknowledged} said instrument to be the free act and deed of said corporation. ^{U.P.} ^{acknowledged}

^{No no Corporate Seal}
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Mary E. Ah Sam
Notary Public, State of Hawaii.
My commission expires: 4-24-91

Revised 9/89
9/agreements/c