



**STATE OF HAWAII**  
**DEPARTMENT OF LAND AND NATURAL RESOURCES**  
**BUREAU OF CONVEYANCES**

P. O. BOX 2867  
HONOLULU, HAWAII 96803

March 30, 2016

**RECORDER'S MEMO**

**DOCUMENT NO.** 3983095

**CERTIFICATE NO.** 540,970 ONLY

The following discrepancy is hereby noted:

**To: HAWAIIAN HOME LANDS – ATTN: ROBERT ING**  
**Re: Declaration of Covenants**

The attached Declaration of Covenants will not be recognized for **LOT 1157 ONLY**. Pursuant to **Land Court Order 164033** that recorded on **Nov. 21, 2005**, Lot 1157 has been Subdivided into Lots 1171 thru 1208 inclusive.

**Michelle Pang, Assistant Registrar** *MP*  
Bureau of Conveyances  
Telephone: (808) 587-0126

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C



L-291 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED  
JUL 27, 2010 08:02 AM  
Doc No(s) 3983095  
on Cert(s) 540,970 & 540,971



20 1/1 Z13

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR *NA*

*ngt*

LAND COURT

REGULAR SYSTEM

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by  Mail or  Pick-up Phone#: \_\_\_\_\_

FILL IN NAME AND ADDRESS BELOW:

**ATTN: Robert Ing, Land Agent  
Land Development Division  
Dept. of Hawaiian Home Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707**

DOCUMENT CONTAINS 18 PAGES

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

Tax Map Key No.: \_\_\_\_\_

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
LĀNA'I RESIDENCE LOTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LĀNA'I RESIDENCE LOTS (the "Declaration"), effective upon recordation in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i, is made by **STATE OF HAWAI'I, DEPARTMENT OF HAWAIIAN HOME LANDS**, whose principal place of business and post office address is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707 (herein, with its successors and assigns, called "Declarant").

ARTICLE I  
Background and Purposes

1.1 Castle & Cooke Resorts, LLC dedicated the land upon which Lana'i Residence Lots has been or will be developed, to Declarant, on the condition that any improvements constructed on the land be similar in design, quality and density to existing affordable housing developments, such as the Lāna'i Plantation Homes developed by Castle & Cooke Resorts, LLC. Declarant is responsible for providing copies of current Design Rules to all Owners and all persons or entities involved in the design and construction of improvements within the Project, and for ensuring that all actions and improvements by such persons conform to or comply with the design rules contained herein.

1.2 The property subject to this Declaration is described in Exhibit A attached hereto and incorporated herein. The property which is from time to time subject to this Declaration shall be referred to as the "Project" or "Lāna'i Residence Lots".

1.3 Declarant does hereby declare that all of the property subject to this Declaration shall be held, leased and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the Project and the owners of interests in the Project, their heirs, successors and assigns. These covenants, conditions, restrictions and easements shall run with the land, and shall be for the benefit of each Owner thereof and are imposed upon said interests and every part of the Project as a servitude in favor of each and every of said interests as dominant tenement and servient tenements.

ARTICLE II  
Definitions

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

2.1 Architect: The term "Architect" shall mean a person registered to practice architecture in the State of Hawai'i under the authority of Chapter 464,

Hawai'i Revised Statutes, as amended, or registered pursuant to the provisions of the state laws or the state of his domicile.

2.2 County: The term "County" shall mean the County of Maui.

2.3 Declaration: The term "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions as it may from time to time be amended by Supplemental Declarations.

2.4 Declarant: The term "Declarant" shall mean State of Hawai'i, Department of Hawaiian Home Lands, its successors and assigns.

2.5 Engineer: The term "Engineer" shall mean a person registered as a professional engineer in the State of Hawai'i under the authority of Chapter 464, Hawai'i Revised Statutes, as amended, or registered pursuant to the provisions of the state laws or the state of his domicile.

2.6 Improvements: The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, paving of whatever nature, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

2.7 Lot: The term "Lot" shall mean the subdivided residential Lots, whether improved or unimproved, and all easements appurtenant thereto, together with any Lot added to the Project by annexation pursuant to Section 3.2.

2.8 Occupant: The term "Occupant" shall mean any Person, other than an Owner, in rightful possession of any portion of the Property, whether as a guest, tenant or otherwise.

2.9 Owner: The term "Owner" or "Lot Owner" shall mean one or more of the following persons or entities having an interest in any Lot situated in the Project, excluding those having such an interest merely as security for the performance of an obligation:

(i) Declarant as to any Lot which is owned in fee simple by the Declarant or an affiliate of Declarant;

(ii) The lessee of any Lot if the lease is issued by Declarant.

2.9 Person: The term "Person" means a natural person, a corporation, a partnership, a limited liability company, a trustee or other entity capable of holding title to real property, and such holder's respective heirs, personal representatives, successors and assigns.

2.10 Project: The term “Project” shall mean all of the real property described in Exhibit A, together with all improvements made thereon, and together with any real property annexed pursuant to the provisions of Section 3.3.

2.11 Record, Recorded, Recording, Recordation: The term “Record”, “Recorded”, “Recording”, “Recordation”, or a like reference shall mean an instrument of record in, or the act of recording or filing or having recorded or filed an instrument with the Assistant Registrar of the Land Court of the State of Hawai‘i (“Land Court”) or the Bureau of Conveyances of the State of Hawai‘i (“Bureau”) and/or the Department of Commerce and Consumer Affairs of the State of Hawai‘i, as appropriate for the instrument.

2.12 Residence: The term “Residence” shall mean one single-family dwelling, together with appurtenant garage and other outbuildings constructed upon a Lot.

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

2.14 Supplemental Declaration: The term “Supplemental Declaration” shall mean a declaration containing covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations and/or easements, or similar instrument supplementing or amending this Declaration as it relates to all or any portion of the Property, which is Recorded from time to time in accordance with this Declaration.

### ARTICLE III Property Subject to Restrictions

3.1 The Project: Initially, all of that certain real property located on the Island of Lāna‘i, County of Maui, State of Hawai‘i, described in Exhibit A shall be subject to this Declaration and shall constitute the Project. The Declarant hereby declares that all of the Project is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to this Declaration, all of which are declared and agreed to be in furtherance of a plan for the subdivision, improvement and sale of the Project and are established and agreed upon for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Project and every part hereof. This Declaration shall run with the land and shall be binding upon and inure to the benefit of Declarant, each Owner of a Lot in the Project and each successor in interest of such Owner. Each and all of the covenants, conditions, restrictions, limitations, easements, uses and obligations contained

herein shall be deemed to be and shall be construed as equitable servitudes enforceable by Declarant or any of the Owners of any Lot against other Owners, tenants or occupants of the Project, or any portion thereof.

**ARTICLE IV**  
**Design and Use Restrictions**

4.1 **Design Philosophy.** Construction and Improvements should be consistent with the “plantation-style” theme. Guided by an island-influenced plantation character, this theme is intended to promote and protect the cultural heritage and natural features of the area, employing design elements and materials appropriate to the island of Lāna‘i.

4.2 **Consent Required.** No building or other Improvement shall be erected, altered, added to, placed or permitted to remain on, under or above any Lot unless approved by Declarant and Castle & Cooke Resorts, LLC in writing as to use, location, architectural design, materials and appearance.

4.3 **Submission of Plans for Approval.** An Owner shall submit the following plans to Declarant and Castle & Cooke Resorts, LLC, for approval prior to construction or alteration of any Lot. All plans and specifications must conform to all applicable building codes and standards, be prepared by an Architect or Engineer, and include the following:

(a) Plot plan: show property line dimensions, metes and bounds property location, setbacks, existing topography and proposed alterations to existing grade;

(b) Floor plan: show the floor layout and sizes of various rooms in detail, required windows and size for the rooms and use or occupancy of all parts of the building;

(c) Elevations: show exterior materials and finishes, height of exterior walls and roofs, opening locations and sizes;

(d) Cross-section: show the existing and proposed finish grade, the depth of foundation or footings, height of ceiling, roof and other pertinent information;

(e) Color samples: provide swatches and/or material samples of colors proposed for exterior building elements;

(f) Other details identifying all building elements proposed to be used to construct structure;

(g) Such other details as reasonably requested from time to time by Declarant and/or Castle & Cooke Resorts, LLC.

4.4 Design and Use Restrictions. No Improvement shall be erected, altered, added to, placed or permitted to remain on, under or above any Lot unless in compliance with the following design restrictions.

4.4.1 One Dwelling Per Lot; Minimum Square Footage. Each Lot shall contain only one (1) detached Residence, and any such Residence shall contain at least five hundred (500) square feet of enclosed living area (exclusive of open or screen porches, terraces and garages). Accessory dwellings are not allowed.

4.4.2 Height Limitations. Height limitations of all Improvements shall conform to the Maui County Code, Section 19.08, "Residential Districts".

4.4.3 Earthwork and Drainage. The grade of each Lot shall not be materially altered from the grade as approved by the Declarant, with the consent of Castle & Cooke Resorts, LLC. All floor elevations of all Improvements shall be subject to written approval by the Declarant, with the consent of Castle & Cooke Resorts, LLC. No change in grade, whether filling or otherwise, shall be made which will have an adverse effect on drainage of any lot or the drainage of any adjacent lots.

4.4.4 Garages and Carports. Attached or detached garages and carports, for a maximum of two (2) automobiles, complying with the design criteria of the Residence are permitted per Lot. No garage shall be used for other than the parking of trailers, transportation vehicles or recreational vehicles; provided, however, that a portion of a garage may be used for laundry, storage purposes or minor repairs not otherwise prohibited, so long as such use is not visible from any sidewalk or street. No garage shall be used for living, cooking or sleeping purposes.

4.4.5 Accessory Structures. Structures in which the use is customary and incidental to Residential Use are permitted on a Lot, provided that such structures are situated in the rear yard and comply with the design criteria of the Residence as set forth in this Declaration.



**4.4.6 Foundations.** Residences shall be built on “post-and-pier” foundations. Garages, carports and accessory structures may be built on slab-on-grade foundations. Declarant may in its sole discretion, with the consent of Castle & Cooke Resorts, LCC, grant exceptions to this requirement to permit “slab on grade” or other types of construction in cases where it has established by the Owner that: (a) Owner has a documented disability requiring special access to the Residence; (b) that the strict application, operation or enforcement of these design rules would result in practical difficulty or unnecessary hardship to the Owner; (c) that safety to life, limb, and property will not be jeopardized; and (d) that the granting of a variance would not be injurious to the adjoining Lots and the Improvements thereon or the lots adjoining and surrounding the Project and the Improvements thereon, would not create additional fire hazards and would not alter the essential character of the neighborhood or be contrary to the purposes of this Declaration.

**4.4.7 Exterior Walls.** Exterior wall may be finished with the following: board and batten, HardiBoard™ - vertical design; Sierra and Smooth or Cedarmill or similar cementitious panel product and T1-11 plywood siding. Asbestos or asphaltic shingles, metal siding, exterior finish systems (EFS or “stucco”) and horizontal siding, inclusive of HardiePlank, Cementitious horizontal lap product or equals are prohibited. Concrete masonry units (CMU or “hollow tile”), is prohibited except where skim coated with plaster or cement wash.

**4.4.8 Windows.** Sliding, single and double hung windows are permitted.

**4.4.9 Roofing.** Metal corrugated roofing shall be used for all Residences. Asphaltic or composition and metal shingle roofing is prohibited. No flat roofs (less than 4:12 pitch) shall be permitted on any Improvements. Roofs over outdoor areas or lanais shall be constructed of the same material as the main residence. Screened roofs may be used over pools and lanais.

**4.4.10 Fencing.** Except as otherwise provided for herein, all fencing must be made of wood or vinyl. Chain Link fencing is only allowed: (i) along the rear of a Lot; and (ii) along the sides of a Lot up to the front setback line. All Chain Link fencing along the rear or permitted side portions of a Lot shall have a maximum height of six (6) feet and must be concealed with hedges or shrubs. All fencing permitted along the front of a Lot shall have a maximum height of four (4) feet. Hollow tile walls are expressly prohibited.

**4.4.11 New Materials.** All materials used in the construction of any Improvement shall be new, durable products.

4.4.12 Additions to Existing Improvements. Additions to any Improvements must be compatible in appearance to the existing Improvements on the Lot.

4.4.13 Color of Vents. All heating and plumbing vents, with the exception of chimneys, shall be painted the same color as the roof of the Residence on the Lot.

4.4.14 Chimneys. All chimneys shall be finished with materials consistent with the design criteria of the dwelling on the Lot and approved by the Declarant and Castle & Cooke Resorts, LLC in writing.

4.4.15 No Reflective Finish. No reflective finishes shall be used on exterior surfaces (other than glazing and the surfaces of hardware fixtures) and the colors of all exterior surfaces shall be shades of natural earth tones and otherwise in keeping with the colors characteristic of dwellings in "Lāna'i Plantation Homes."

4.5 Approval of Drawings and Designs. Plans and specifications shall be reviewed by the Declarant and Castle & Cooke Resorts, LLC as to style, exterior design, appearance and location, and are not approved for engineering design or for compliance with zoning and building codes.

4.6 Inspection and Approval. Any member or authorized consultant of Declarant or Castle & Cooke Resorts, LLC, or any authorized officer, director, employee or agent of either of them, may at any time during ongoing construction or within 30 days thereafter without notice enter, without being deemed guilty of trespass, upon any Lot, except the interior of any completed Residence. During all other times, entry may be made after reasonable notice as provided herein to the Owner, in order to inspect Improvements constructed on such Lot, or any changes in the grade thereof, to ascertain that such Improvements or changes have been or are being built or changed in compliance with the Design Guidelines and this Declaration. Declarant and Castle & Cooke Resorts, LLC may cause such an inspection to be undertaken within thirty days of a request therefor from any Owner as to the Owner's Lot.

4.7 Additional Powers. Declarant, with the consent of Castle & Cooke Resorts, LLC, may promulgate as a part of the Design Guidelines such additional architectural and landscape standards, rules and regulations as it deems to be appropriate and as are not in conflict with this Declaration. Declarant and/or Castle & Cooke Resorts, LLC may impose a fine of up to \$1,000 for failure to obtain any required approval from Declarant and/or Castle & Cooke Resorts, LLC or for deviating from any approved plans, and may require security deposits to assure compliance. Any of the following shall constitute a default by Owner under any lease Owner has with Declarant for any Lot in the Project, and shall entitle Declarant and/or Castle & Cooke

Resorts, LLC to legal, equitable, declaratory and other relief : (x) the failure to obtain required approval from Declarant and/or Castle & Cooke Resorts, LLC; (y) the failure to comply with the covenants and conditions contained in this Declaration or any Supplemental Declaration; or (z) any deviation from the approved plans or other violation of the Design Guidelines.

4.8 No Waiver of Future Approvals. The approval of Declarant and/or Castle & Cooke Resorts, LLC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of Declarant and/or Castle & Cooke Resorts, LLC shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

4.9 Right of Removal. Any construction, alteration, or other work done in violation of this Article IV shall be deemed to be nonconforming. Upon written request from Declarant or Castle & Cooke Resorts, LLC, Owners shall, at their own cost and expense, remove such nonconforming construction, alteration, or other work and shall restore the land to substantially the same condition as existed prior to the nonconforming construction, alteration, or other work, within a reasonable time as set forth in the written request, but in no event shall such removal and restoration take more than 120 days from the date of the request. Should an Owner fail to timely remove and restore as required in this Section 4.9, Declarant, Castle & Cooke Resorts, LLC, or their respective designees shall have the right to enter the Lot, remove the violation and restore the property to substantially the same condition as existed prior to the nonconforming construction, alteration or other work. The Owner shall be liable for all costs thereof together with interest thereon at the maximum rate then allowed by law, and Declarant and/or Castle & Cooke Resorts, LLC shall be entitled to a lien to secure the payment of such costs.

## ARTICLE V Limitations on Liability

5.1 No Personal Liability: Each Owner, by accepting title to any portion of the Property and becoming an Owner, for itself and any Person claiming through such Owner, and others who may acquire an interest in any portion of the Property, acknowledges and agrees that neither Declarant (including without limitation any assignee of the interest of Declarant hereunder), Castle & Cooke Resorts, LLC or any affiliate or successor thereof, nor any officer, director, partner, Owner, member, or shareholder of Declarant, Castle & Cooke Resorts, LLC or any affiliate or successor thereof, shall have any personal liability to any Owner or other Person, arising under, in connection with, or resulting from (including without limitation resulting from

action or failure to act with respect to, whether or not negligent) this Declaration or the Design Guidelines.

5.2 Nonliability for Approval of Drawings and Designs: By approving any plans and specifications submitted pursuant to this Declaration, neither Declarant, Castle & Cooke Resorts, LLC, any member thereof, any officer or director of Declarant or Castle & Cooke Resorts, LLC assumes any liability or responsibility therefor, or for any defect in any structure constructed from such drawings and specifications. Neither Declarant, Castle & Cooke Resorts, LLC, any member thereof, any officer or director of Declarant or Castle & Cooke Resorts, LLC shall be liable to any Occupant, Owner, or other Person for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans and specifications, whether or not defective, (ii) the construction or performance of any work, whether or not pursuant to approved plans and specifications, (iii) the development, or manner of development, of any property within the Property, (iv) any change of the natural or existing grade of any Lot, or (v) the execution and filing of an estoppel certificate pursuant to any Design Guidelines, whether or not the facts therein are correct; provided, however, that such action, with the actual knowledge possessed by the decision maker, was taken in good faith. Approval of plans and specifications by Declarant and Castle & Cooke Resorts, LLC, or a change in the natural or existing grade of any Lot is not, and shall not be deemed to be, a representation or warranty that said plans, specifications or changes comply with applicable governmental requirements, codes or regulations including but not limited to, any planned unit development conditions, zoning codes and building codes. Owner shall be solely responsible for ensuring compliance with such additional requirements.

ARTICLE VI  
Miscellaneous

6.1 Amendment and Duration:

6.1.1 Amendment By Declarant: Declarant may unilaterally amend this Declaration if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (iii) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Lots; (iv) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; or (v) otherwise necessary to satisfy the requirements of any governmental agency. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent

thereto in writing. So long as the Declarant still owns property described in Exhibit A, it may, with the prior written consent of Castle & Cooke Resorts, LLC (so long as any real property on the Island of Lānaʻi is owned in fee simply by Castle & Cooke Resorts, LLC or its affiliates), unilaterally amend this Declaration for any other purposes, provided the amendment has no material adverse effect upon any right of any Owner.

6.1.2 Consent of Castle & Cooke Resorts, LLC. So long as any real property on the Island of Lānaʻi is owned in fee simple by Castle & Cooke Resorts, LLC or its affiliates, any amendment to this Declaration, including the powers, authority and rights granted hereunder, shall require the prior written consent of Castle & Cooke Resorts, LLC.

6.1.3 Duration: The provisions of this Declaration including the covenants, conditions and restrictions contained herein, shall continue and be effective until a Supplemental Declaration is recorded giving notice of the termination of this Declaration at the end of such term, approved in writing by Castle & Cooke Resorts, LLC (so long as any real property on the Island of Lānaʻi is owned in fee simple by Castle & Cooke Resorts, LLC or its affiliate), and the written consent of not less than seventy-five percent (75%) of the Owners.

## 6.2 Enforcement and Nonwaiver:

6.2.1 Right of Enforcement: Except as otherwise provided herein, Declarant or any Owner or Owners shall have the right to enforce any and all of the limitations, covenants, conditions, restrictions, obligations now or hereafter imposed by this Declaration upon the Owners or upon any Lot in the Project, and the costs of enforcement, including court costs and attorneys' fees, shall be paid by any Owner who violates any such limitation, restriction, covenant or condition. Except as otherwise expressly provided herein, no entry upon the Lot of any Owner or other action to enforce any such limitation, restriction, covenant, condition or obligation may be made or taken without first giving not less than thirty (30) days' written notice and demand to the Owner concerned to cure or rectify the default or breach involved.

6.2.2 Violations and Unreasonable Sources of Annoyance: Every act or omission whereby a covenant, condition or restriction of this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by Declarant, or an Owner or Owners. However, any other provision to this Declaration notwithstanding, only Declarant, or its duly authorized agents may enforce by self-help any covenant, condition or restriction herein set forth. Except to the extent otherwise expressly provided herein, any Owner or Owners shall have the right to enforce any and all limitations, restrictions, covenants, conditions and obligations now or hereafter

imposed by this Declaration, provided, however, anything herein to the contrary notwithstanding, no Owner as such shall have any right to enter upon the Lot of any other Owner or to abate any unreasonable sources of annoyance or enforce any provision hereof against another Owner except by proper legal proceedings and authority of a court having jurisdiction.

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

6.2.4 Remedies Cumulative: Each remedy provided by this Declaration is cumulative and not exclusive.

6.2.5 Nonwaiver: The failure to enforce the provisions of any covenant, condition or restriction contained in this Declaration shall not constitute a waiver of any right to enforce any such provisions or any other provisions thereof.

### 6.3 Construction and Severability; Singular and Plural; Titles:

6.3.1 Restrictions Construed Together: All of the covenants, conditions and restrictions of this Declaration shall be liberally construed together to promote and effectuate the fundamental concepts of the Project as set forth in this Declaration.

6.3.2 Restrictions Severable: Notwithstanding the provisions of Subsection 6.3.1 above, the covenants, conditions and restrictions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity of any provisions or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

6.3.3 Singular Includes Plural: The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine or neuter shall each include the masculine, feminine and neuter, as the context requires.

6.3.4 Captions: All captions or titles used in this Declaration are intended solely for convenience of reference and shall not affect that which is set forth in any of the terms or provisions hereunder.

6.3.5 Incorporation of Exhibits: Exhibits to this Declaration, as they may be amended from time to time in accordance with this Declaration, are incorporated into this Declaration by this reference.

6.4 Notices, Documents, Delivery:

6.4.1 Any notice or other document permitted or required by this Declaration to be delivered may be delivered either personally or by mail. If delivery is to be made by mail, it shall be deemed to have been delivered to the Owner twenty-four (24) hours after the copy of the same has been deposited in the United States mail, postage prepaid, addressed to the Owner at post office box address of the Lot of such Owner, and shall be deemed to have been delivered to the Declarant twenty-four (24) hours after a copy of the same has been deposited in the same manner addressed to the Declarant.

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

6.5 References to Declaration in Conveyance Documents and Instruments: Conveyance documents and instruments affecting any Lot or any part of the Property may contain the provisions herein set forth by reference to this Declaration; but regardless of whether any such reference made in any conveyance document or instrument, all of the provisions hereof shall be binding upon the grantee, Owner or other person claiming by, through or under any instrument and such Person's heirs, devisees, successors and assigns as though set forth in full in such conveyance document or instrument.

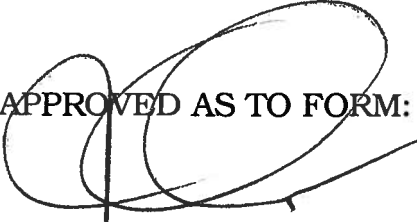
**[END OF TEXT, CONTINUED ON NEXT PAGE]**

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the 29<sup>th</sup> day of June, 2010.

Declarant:

**STATE OF HAWAI'I, DEPARTMENT  
OF HAWAIIAN HOME LANDS**

By Anita S. Wong  
Name: Anita S. Wong  
Its: Deputy to the Chairman  
Hawaiian Homes Commission

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Deputy Attorney General  
Date: 6/9/2010



STATE OF HAWAI'I )  
 ) SS:  
CITY AND COUNTY OF HONOLULU )

On this 29<sup>th</sup> day of June, 2010, before me personally appeared Anita S. Wong, to me personally known, who being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Kehaulani Quartero  
Notary Public, State of Hawai'i

Kehaulani Quartero  
Printed Name of Notary

My commission expires: June 12, 2013

*Notary Certificate on next page.*

STATE OF HAWAI'I )  
 ) SS:  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Notary Public, State of Hawai'i

\_\_\_\_\_  
Printed Name of Notary

My commission expires: \_\_\_\_\_



Doc. Date: June 29, 2010 # Pages: 14  
Notary Name: Kehaulani Quartero First Circuit  
Doc. Description: Declaration of  
Covenants, Conditions and Restrictions  
of Lanai Residents Lots  
Kehaulani Quartero 6/29/10  
Notary Signature Date

**EXHIBIT A**

**ITEM I:**

All of that certain parcel of land situate on the Island of Lānaʻi, State of Hawaiʻi, described as follows:

Lot 1157, area 28.068 acres, as shown on Map 131 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaiʻi with Land Court Application No. 862 of Hawaiian Pineapple Company, Limited;

Being the land described in Transfer Certificate of Title No. 540,970, issued to the State of Hawaiʻi, Department of Hawaiian Home Lands.

**ITEM II:**

All of that certain parcel of land situate on the Island of Lānaʻi, State of Hawaiʻi, described as follows:

Lot 13-A-1-B, area 21.932 acres, as shown on Map 15 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaiʻi with Land Court Consolidation 170 of Castle & Cooke, Inc.;

Being the land described in Transfer Certificate of Title No. 540,971 issued to the State of Hawaiʻi, Department of Hawaiian Home Lands.

SUBJECT, HOWEVER, to the following:

**AS TO ITEM I:**

1. Easement 111 for sewer purposes and Easement 112 for drainage and flowage purposes, as shown on Map 87, as set forth by Land Court Order 109032.
2. Subdivision Agreement (Three Lots or Less) by and between Castle & Cooke, Inc. and the County of Maui, dated June 9, 1988 and July 5, 1989, filed as Document Nos. 1558117 and 1844097, respectively.
3. Subdivision Agreement (Large Lot), by and between Castle & Cooke, Inc. and the County of Maui, dated June 9, 1988 and July 5, 1989, filed as Document No. 1558118 and 1844096, respectively.

4. Subdivision Agreement (Agricultural Use) by and between Castle & Cooke, Inc. and the County of Maui, dated August 14, 1990, filed as Document No. 1867894.
5. Farm Dwelling Agreement by and between Castle & Cooke, Inc. and the County of Maui, dated September 6, 1988, filed as Document No. 1581627.
6. Grant of easement in favor of Maui Electric Company, Limited dated August 7, 1989, filed as Document No. 1664245 and assigned by Document No. 1664246.
7. Unilateral Agreement and Declaration for Conditional Zoning, dated October 25, 1990, filed in the Bureau of Conveyances as Document No. 90-177172.
8. Grant in favor of County of Maui dated January 20, 1999, filed as Document No. 2552833, granting an easement for drainage purposes under and across Easement 112.
9. All other encumbrances of record.

**AS TO ITEM II:**

1. Subdivision Agreement (Large Lot), by and between Castle & Cooke, Inc. and the County of Maui, dated June 9, 1988, filed as Document No. 1558166.
2. Subdivision Agreement (Large Lot), by and between Castle & Cooke, Inc. and the County of Maui, dated December 28, 1988, filed as Document No. 1633943.
3. Subdivision Agreement (Three Lots or Less) by and between Castle & Cooke, Inc. and the County of Maui, dated April 26, 1989, filed as Document No. 1633944.
4. Subdivision Agreement (Large Lot), by and between Castle & Cooke, Inc. and the County of Maui, dated November 5, 1992, filed as Document No. 2025213
5. Subdivision Agreement (Agricultural Use) by and between Castle & Cooke, Inc. and the County of Maui, dated November 5, 1992, filed as Document No. 2070238.
6. Declaration of Covenants, dated April 5, 1989, by Castle & Cooke, Inc. to develop a privately-owned water source, transmission and distribution

system for Water Wells Nos. 6 and 7 to satisfy the water requirements for certain property and to utilize the water system in accordance with all applicable regulations of the State of Hawai'i, recorded in the Bureau of Conveyances in Liber 23036 at Page 152, pursuant to Land Court Order No. 117429, filed July 25, 1994.

7. All other encumbrances of record.

**END OF EXHIBIT A**

