

Declarant: Makila Land Co., LLC
173 H'oohana Street
Kahului, Hawaii 96732

Makila Plantation
Declaration of Covenants, Conditions and Restrictions

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MAKILA RANCH
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
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Declaration of Covenants, Conditions and Restrictions

This Declaration is dated as of this 10th day of May, 2002, and is executed by Makila Land Co., LLC, whose principal place of business is 173 Ho'ohana Street, Kahului, Maui, Hawaii 96732 (the "Declarant").

1. RECITALS

The land to which this Declaration applies is the land described in Exhibit A attached hereto and made a part hereof. This land has been subdivided into 19 agricultural lots and 3 road lots, all to be known as the "Makila Plantation". This Declaration and each covenant will run with the land and will be binding upon and will inure to the benefit of each subdivided lot within said land (except road and widening lots after dedication to a governmental body) and all of its successive owners and occupants.

It is the Declarant's intention to create a common development plan, enforceable by the Declarant or any property owner within the said land, in accordance with this Declaration. The acceptance of a deed, Agreement of Sale, lease or other conveyance by any person of any property or any interest in any property within the subdivision shall constitute acceptance of these covenants, regardless of whether or not said instrument is expressly made subject hereto. This Declaration shall be binding upon and enforceable against each owner, purchaser, tenant and occupant of all or any part of said land, including each Property (defined in Section 2.06 below) and their respective successors in interest; and shall be deemed incorporated in each deed, lease or other instrument by which any right, title or interest in Makila Plantation or any Property is granted, devised or conveyed, whether or not expressly referred to therein.

2. DEFINITIONS

The following terms shall have the following meanings:

2.01 "Declarant" means Makila Land Co., LLC and its successors, assigns or designees who may be identified as such in an instrument executed by Declarant (or a successor or assign of Declarant), to be recorded in the Bureau of Conveyances of the State of Hawaii.

2.02 "Declaration" means this Declaration of Covenants, Conditions and Restrictions as it may be amended from time to time.

2.03 "Committee" is defined in Section 4.02.

2.04 "Common Area" means (i) all roadways and appurtenant landscaping within Makila Plantation which are not included within the area of any Property (defined below), if and so long as such roads shall not have been dedicated to and accepted by the County of Maui, including but not limited to Road Lots 20, 21 and 22, non-exclusive easements over Easement 7 and Road Lot B-2; (iii) designated waterlines and waterline

3.01 Permitted Uses. Makila Plantation is an agricultural subdivision and shall be subject to the Hawaii Right to Farm Act, HRS Chapter 165. All lots may be used for agricultural uses including farm dwellings, orchards, crops, ranching and other

3. COVENANTS

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

2.09 "Plan" means the subdivision plat entitled "Makila Plantation Subdivision," dated February 14, 2002 as revised March 15, 2002, by Warren S. Unemori Engineering, Inc., as approved by the County of Maui.

2.08 "Owner" of a Property means any person (including Declarant) who owns a fee simple interest in said Property, and any person to whom all rights as Owner (including voting) shall have been transferred by means of (a) a deed, (b) a lease of said Property for a period in excess of 5 years, or (c) an agreement of sale which transfers all rights of possession and occupancy; provided, however, that in each case the transferee of said rights will not be recognized as an "Owner" by the Association unless a written notice of transfer is filed in the official ownership records of the Association maintained by the Board of Directors.

2.07 "Neighborhood" and "Makila Plantation" mean Makila Plantation Subdivision as described on the Plan and as it may be altered or enlarged from time to time, including any future development phase or other subdivisions annexed to Makila Plantation, and including but not limited to all Properties and all roads and other Common Areas (whether now or in the future designated as such).

2.06 "Property" and "Lot" means each of the subdivided Lots numbered 1 through 19, inclusive, described on the Plan and any other lots which may be created by resubdivision under Section 3.18 below or added to this Declaration by Declarant in its discretion.

2.05 "Association" shall mean the Makila Plantation Homeowners' Association, Inc., a Hawaii non-profit corporation, as more particularly described in Article 5 below, and any other association referred to in Section 5.01.

Area by Declarant or transferred to or acquired by the Association (defined below). easements not owned by the water provider which serve more than one lot or the subdivision as a whole; (iii) all drainage easements held by the Association, (iv) landscaping easements L-1 through L-4 inclusive; (v) greenway easements P, Q and R; (vi) all other areas within one or more Properties to be designated Declarant and comprising landscaping easements, drainage easements or utility easements for the benefit of one or more other Properties, the common areas or Makila Plantation as a whole or as may be required by governmental authorities; and (vii) such other assets, properties, facilities, and property rights, if any, which may in the future be designated as Common Area by Declarant or transferred to or acquired by the Association (defined below).

productive agricultural pursuits, all as permitted by the County of Maui Zoning Ordinance as amended from time to time, except the following activities which shall be prohibited to the extent that such prohibition may be restricted by the Hawaii Right to Farm Act or other provision of State or County law:

(a) The raising or storage of pigs or roosters for any purpose;

(b) The slaughtering, smoking or curing of animals; or

(c) Any use prohibited by any other section of this Article 3.

All buildings and structures shall comply with all applicable County of Maui Codes and Regulations.

3.02 Animal Control. All animals will be confined to the borders of their

Owner's Property at all times when out of doors and shall be controlled so as not to disturb other animals, other agricultural operations or any other occupant of the neighborhood.

3.03 Vehicles and Parking. Vehicles which become inoperable and outside

of an enclosed garage must be removed from the property or promptly placed within an enclosed garage within two weeks of becoming inoperable. School buses, heavy trucks and heavy non-agricultural equipment shall not be parked on any Property except on a temporary basis in connection with construction or site work being conducted on said Property. Overnight parking is prohibited in the roadways and common areas.

3.04 Nuisances. No noxious or offensive activity shall be carried on upon

any Property, nor shall anything be done on any Property which may be or may become an annoyance or nuisance to any occupants of the Neighborhood, including but not limited to activities (other than normal and reasonable agricultural activities) which cause unreasonable noise, dust, or odors or unreasonable agricultural activities which cause unreasonable noise, dust, or odors or unreasonable agricultural activities which cause unreasonable noise, dust, or odors or unreasonable agricultural activities which cause noise, dust or inconvenience caused by the construction of roads, utilities or other improvements or to the grading of, or construction of buildings on, any lot, provided that such activities are carried on with reasonable safeguards consistent with normal industry practices and standards.

3.05 Maintenance of Structures, Properties and Drainage Reserves. All structures located on each Property shall be kept in attractive condition, in good order and repair, and free from visible deterioration. Whether vacant or improved with a dwelling each Property shall be irrigated and kept green with healthy vegetation (except during periods immediately following harvest) consistent with sound and prudent soil, conservation and agricultural maintenance practices. The Owner of each Property will maintain any natural drainage area or designated drainage easement on the Property in accordance with all County of Maui requirements and will refrain from dumping vegetation waste or other

debris therein and shall keep said area free of buildings, paving and obstructions which would reduce or interfere with its operation as a drainage facility.

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

3.07 Refuse and Building Materials. Trash, garbage and domestic waste shall not be kept on any Property except in containers, stored inside the dwelling or enclosed garage and not visible from any street or other Property. Agricultural waste shall be managed and maintained in a prudent and responsible manner consistent with Section 3.04 above. No new or used building materials shall be stored on any Property except during active construction and all construction waste will be removed promptly after construction is complete. No Property shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

3.08 Exterior Lighting. All exterior lights shall be appropriately screened so as not to cause any unreasonable glare visible from adjoining Properties or roads and so as to prevent harm to the sheenwater and other seabirds.

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

3.10 Completion of Construction. Once the construction of any building or structure on a Property has commenced, said building or structure shall be pursued in good faith and with due diligence to completion within the shortest reasonable time and in all events said building or structure and all surrounding grass, planted areas and other landscaping shall be completed not later than 18 months from the date of commencement.

3.11 Easement Areas. No buildings or other structures shall be built within any area labeled on the Plan as easements for landscaping, waterlines, drainage, greenway, electricity, telephone, CATV or other utilities.

3.12 Signs. Signs shall be prohibited except (a) Declarant's signs in connection with the construction, promotion and sale of Makila Plantation; (b) not more than one standard broker's-type "for sale" sign on a Property in connection with resale of said Property; (c) subdivision and road identification signs installed by the Declarant or the Board of Directors of the Association and approved by Declarant; and (d) signs identifying commercial agricultural operations.

Immediately after each subdivision or resubdivision shall become effective, each new lot shall be deemed to be a separate "Property" under this Declaration. At the time of execution and recording of this Declaration resubdivision of any Property may not be permitted by applicable law.

1 through 19	4	3 acres
Designation of Original Makila Plantation Property as Shown on the Plan	Maximum Aggregate Number of Lots on Resubdivision	Minimum Resubdivided Lot Size

(c) The subdivision and resubdivision of each original Makila Plantation Lot as defined on the Plan shall result in not more than the following maximum numbers of lots, and each lot shall not be smaller than the following minimum lot size:

(b) The approval by Declarant of each subdivision plan; and
 (a) Rezoning of the Property from agricultural zoning to rural (if needed to permit additional lots under applicable zoning rules at that time);

3.18 Further Divisions of Properties. No Property shall be further resubdivided into smaller parcels except on the satisfaction on the following conditions:

3.17 Septic. The Owner of each Property shall be responsible for installing, operating, maintaining, repairing and replacing the septic system on his or her lot, which shall comply with all applicable laws, rules and regulations. Aerobic systems shall be required for all systems located within one thousand feet (1000') of a well.

3.16 Temporary Structures. No temporary buildings or structures, sheds, tents or trailers of any kind shall be erected or permitted to remain on any Property except during periods of construction and only incidental to construction.

3.15 Reflective Materials. No building, improvement or structure located on any lot shall have a roof consisting of a highly reflective material or incorporate mirrored glass on the exterior of such building, improvement or structure.

3.14 Building Height. The height of any building or structure on a property shall not exceed 30 feet above finished grade.

3.13 Utilities. All utilities within Makila Plantation and within each Property shall be underground.

This Declaration does not prohibit the division of ownership of any Property by submission of a Property to a Condominium Property Regime under HRS Chapter 514A or any successor statute; provided, however, that as a material condition of each condominium, each apartment shall have appurtenant to it an area of land on which the apartment is located and which shall contain an area of not less than three contiguous acres of land designated as a limited common element appurtenant to said apartment and for the exclusive use, possession, control and enjoyment of the owners and occupants of said apartment. Each such apartment shall be deemed to be a separate Property under this Declaration and under the Bylaws and Rules and Regulation of the Association for purposes of voting and paying and paying common expense assessments.

3.19 Timeshares. No timesharing plans as defined in HRS Chapter 514E or any successor statute or any comparable Maui County Ordinance shall be permitted.

3.20 Kai Hele Ku Street. No Property shall have a driveway fronting upon Kai Hele Ku Street and no owner or occupant of any Property shall enter or exit said Property at any time from Kai Hele Ku Street.

3.21 Community Gate. An entry gate may be installed within the main access road in the subdivision, at Declarant's option or at the election of the Association with Declarant's approval, provided that the decision to install and maintain such gate shall be approved by the affirmative vote or written consent of a majority of the Properties in Makila Plantation. Said gate, if so installed, shall be a common area of Makila Plantation and shall be maintained and operated by the Association as a common expense of the Neighborhood.

3.22 Compliance With Design Standards and Laws. All structures, shall comply with (a) the Design Standards attached hereto as Exhibit B as they may be amended by the Declarant from time to time and (b) all applicable laws, rules and regulations. Where requirements in this Declaration are more stringent than applicable laws, rules and regulations, the requirements in this Declaration shall govern.

4. ARCHITECTURAL CONTROLS

4.01 Purpose. The purpose of the architectural controls set forth in this Article 4 is not to regulate all details of an owner's construction and landscaping activity, but instead is to give the Declarant the means to attempt in its discretion to avoid strange, jarring or inappropriate structures being initially developed within Makila Plantation which may be out of harmony with Makila Plantation as a whole. It is hoped that all concerned will cooperate in this process with the mutual objective of protecting property values and the general appearance of the neighborhood. The power to exercise these controls is reserved to the Declarant and may be exercised and delegated at Declarant's option only.

All applications for approval of the Architectural Design Committee shall be accompanied by plans, specifications and other supporting material which shall be detailed and complete to the point which would, in the Architectural Design Committee's reasonable judgment, enable it to adequately understand and evaluate the location and appearance of the planned work. The Architectural Design Committee shall engage one or more architects, engineers or other professionals (including any architect service on the Committee and who renders his or her professional services) to assist in its deliberations and review and process of applications and may assess to the applicant all reasonable costs and fees incurred. The Architectural Design Committee shall have the right to refuse to consider any application unless and until the application shall have been completed, and no application to said Committee shall be deemed completed until all materials shall have

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

4.03 Composition of Architectural Design Committee. The Declarant, or any person or persons whom the Declarant in its sole discretion may designate, shall serve as the Architectural Design Committee until the date, if any, on which the Declarant (or Declarant's assignee) shall, in its sole discretion, notify the Board of Directors of the Association or the owners of all Properties that the Declarant (or said designee) assigns the Architectural Design Committee's function to the Association, after which time the Board of Directors shall act as the Design Review Committee. At all times there shall be a licensed architect on the Architecture Design Committee or retained by it as a consultant.

Notwithstanding the foregoing, the following shall not be subject to prior written approval of the Committee under this Article 4: (a) the construction, remodeling or change of any structure by the Declarant (or any successor as developer of all or part of Makila Plantation) as part of the development or initial sale of Makila Plantation; (b) the construction, remodeling or change of any structure by the Association of any Common Area facilities and (c) the repair or reconstruction of a damaged structure in accordance with plans previously approved for the original structure or the repainting of a structure in accordance with a previously approved color and color scheme.

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

4.06 Variations. The Architectural Design Committee in its sole discretion may grant variances from the strict requirements of the Design Standards in individual cases if said Committee determines that (a) strict compliance would result in an undue hardship or would serve no reasonable purpose, and (b) the structure, alteration or addition, or its location, as proposed, complies with the general spirit and intent of the Design Standards and this Declaration. The Architectural Design Committee's discretion to grant or withhold a variance in any particular case shall be solely within the Committee's discretion, shall be binding on all parties and shall not be appealable, and shall not bind said Committee as precedent in any other case.

Neither the Declarant, the Association, its Board of Directors, nor the Architectural Design Committee (nor the agents, officers, members or affiliates of any of them) shall be held liable for any injury, loss or damages arising out of or in any way connected with the integrity, quality or execution of any construction or design, or the failure of any construction or design to comply with any laws, rules or regulations, or the failure to approve or to require the approval of any structure.

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

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

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

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

In the Declarant's discretion, one or more additional associations may be formed for the purpose of holding, controlling, managing and operating roads, open areas, public areas, utility services, utility distribution systems, drainage facilities and other facilities which shall serve or be associated with other subdivisions or developments at

5.01 Memberships. The Owners of each Property shall automatically be members of the Makila Plantation Homeowners' Association, Inc., a Hawaii nonprofit corporation and said membership will be mandatory.

5. ASSOCIATION

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

4.08 Design Standards. The Design Standards attached hereto as Exhibit B are hereby adopted by the Declarant as the Design Standards for Makila Plantation. They shall apply to all Properties except where variances are granted in individual cases as provided in Section 4.06 above. The Design Standards may be amended from time to time by the Declarant provided that no amendment shall be inconsistent with, or have the express or implied effect of superseding the body of this Declaration of Covenants, Conditions and Restrictions (as it may be amended by the Association under Section 11.04 below). The Declarant shall give notice of all proposed amendments to all lot owners (as shown on the records of the Association) and a reasonable opportunity to comment, all in accordance with reasonable procedures rules implemented by the Architectural Design Committee from time to time. Said power to amend may be exercised by any person or entity, including the Association, to which the Declarant may, in its discretion, assign said power in the future.

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

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5.03 Common Expenses. Each Property shall be subject to the obligation to pay all assessments for common expenses assessed to said Property by the Association in accordance with the Articles of Incorporation and Bylaws thereof. The Association, by its Board of Directors, may enforce and collect each such assessment (together with all legal fees and expenses of enforcement) by legal proceedings to enforce such obligation. All amounts so owed shall be a lien on the Property obligated. Said lien may be enforced by judicial foreclosure or power of sale in the same manner as a mortgage is enforced under Hawaii law, as amended from time to time. The Association may file a notice of said lien in the State of Hawaii Bureau of Conveyances, but said filing shall not be a prerequisite to the perfection of said lien. In addition to, and without limiting said lien and foreclosure, the Association may obtain an ex parte attachment or Lis Pendens against the delinquent Property or its owners.

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

In each case, the said membership in the Association may be transferred or encumbered only with and to the same extent as the Property to which it is apportioned is transferred or encumbered. In the event fee title to a Property is transferred without mention of said membership, said membership shall be deemed to be automatically transferred with said Property. Also, see Section 2.07 concerning the recognition of certain other persons as "Owners."

Similarly, the Declarant in its discretion may expand the scope, functions and membership of Makila Plantation Homeowners' Association, Inc. to include common areas, properties and members outside of Makila Plantation, regardless of whether or not contiguous.

Launipoko or nearby areas and which shall also serve or be associated with Makila Plantation. In this event the term "the Association" as used in this Declaration shall also include any such association in addition to Makila Plantation Homeowners' Association, Inc.

Said easements include all of the easements set forth in the Grant of Non-Exclusive Easements for Waterlines, Drainage, Access, Utilities, Greenway and Landscaping for Makila Plantation, dated May 10, 2002, executed by Declarant as Grantor, in favor of the Association. The following is a summary of said easements:

6.01 Easements Shown on Plan. The Plan specifically describes certain Easements over, across and affecting certain Properties. Each of said Easements is hereby established for those purposes and in those locations ("Easement Areas") which are shown on the Plan. Each Easement shall be non-exclusive and shall be for the benefit of (a) the Property or Properties served by such Easement; (b) the Association and its members where so indicated; or (c) the public or private utility provider whose pipes or lines are installed within any such Easement. Each Easement shall confer the right to the benefited Property, person or entity to construct, operate, maintain, repair and replace such improvements and facilities within the Easement Area as may be reasonably necessary or appropriate for the purposes for which the Easement is established as stated on the Plan.

6. EASEMENTS.

5.05 Declarant's Control. Notwithstanding anything herein to the contrary, the Declarant and its appointees shall act in all respects as and on behalf of the Association and its Board of Directors in all matters until the first to occur of the following: (a) the expiration of fifteen (15) years from the date of recording of this Declaration in the Bureau of Conveyances of the State of Hawaii; or (b) the date on which Declarant notifies the Owners of the Properties of its relinquishment of said authority. The Declarant may in its discretion relinquish said authority either in full at one time or in portions or stages over time during the 15-year period. Upon the expiration or relinquishment of Declarant's control, the Association shall promptly elect a Board of Directors so as to minimize any disruption in the Association's affairs caused by the transition.

5.04 Rules and Regulations. The Association acting through its Board of Directors (and in the Board of Directors' discretion) shall have the power to adopt, amend and enforce reasonable rules and regulations for (a) the reasonable and orderly use of roads and other common areas and facilities, if any, (b) the clarification, implementation and enforcement of the covenants and restrictions contained in Sections 3.01 through 3.22 including (by way of example) the establishment and collection of fines for violations) and (c) the clarification, implementation and enforcement of any other provisions of this Declaration.

Said lien or attachment, however, shall be junior and subordinate in lien priority to the lien of any mortgage or other encumbrance which shall have been in existence and duly recorded in said Bureau of Conveyances prior to the date the Association's notice of lien, attachment or pending litigation is recorded.

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

Said easements are non-exclusive and Declarant reserves the right to grant to others the rights to use the Easement Areas for such purposes as Declarant may determine. Also, if it is necessary or appropriate for all or any portion of said easement to be dedicated and transferred to the County of Maui (in connection with the dedication of roadways under Section 7.03 below, or otherwise) Declarant shall have the authority, without the consent of the Association, to convey to the County of Maui and easement or legal title to all or any part of said Easement Area. Upon said transfer becoming effective, all rights and easements referred to herein shall automatically terminate if and to the extent required by the County of Maui.

under Section 6.03, replacing the blanket easements.

for said facilities will be established by specific surveyed descriptions and granted Properties on a "blanket" basis. When the facilities are constructed, the easements telecommunications wires and other facilities exist, encumbering all of the

(f) Electrical and Telecommunications. Easements for electrical and

(e) Landscaping. Easements L-1 through L-4 shall be for the purpose of installing and maintaining landscaping at the intersection of Kai Hele Ku, Haniiu Street and Haniiu Place.

(d) Greenways. Easements P, Q and R are for the purpose of the maintenance and operation of greenways and open areas for recreational use by the owners of lots in the Subdivision and their guests, and by the public or others as Grantor or Grantee may determine from time to time;

(c) Access and Utilities. Easements T and 7 shall be for the purpose of pedestrian and vehicular ingress and egress and for the installation, maintenance, operation, repair and replacement of wires and lines for water service, electricity, telephone, cable TV and other utilities;

(b) Waterlines. Easements 1, B, D, P and Q, shall be for the purpose of installing, maintaining, operating, repairing and replacing waterlines and appurtenances;

(a) Drainage. Easements 2 through 6 and Easements A, C, E through H, and J through N, inclusive are for the purpose of maintaining, operating, repairing and replacing swales, culverts, basins and other improvements for the purpose of holding, conducting, maintaining and dispersing the drainage of storm water runoff;

7.01 Use. A nonexclusive, perpetual easement is hereby granted to the Owners and occupants of all Properties and their tenants, licensees and visitors for pedestrian and vehicular passage over the Road Lots 20, 21 and 22 described on the Plan and any associated easements, together with the nonexclusive right to construct, maintain, improve, operate, repair and replace lines for utility services in or over such roads, all

7. ROADS.

In addition, so long as the Declarant owns any portion of the land described on Exhibit "A" of this Declaration, the Declarant reserves for itself, the Association, and the designees of each (which may include, without limitation, Maui County and any utility provider) access and maintenance easements upon, across, over and under all of the Properties to the extent reasonably necessary for the purpose of installing, replacing, repairing and maintaining telecommunication systems, roads, walkways, drainage systems, irrigation systems, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephone, gas, and electricity, and for the purpose of installing any of the foregoing on Property which it owns or within easements designated for such purposes on recorded plats of the Properties. Notwithstanding anything to the contrary herein, this easement shall not entitle Declarant or the easement holders to construct or install any of the foregoing systems, facilities, or utilities over, under or through any existing dwelling on a Property, and any damage to a dwelling resulting from the exercise of this easement shall promptly be repaired by, and at the expense of, the person exercising the easement. The exercise of this easement shall not unreasonably interfere with development or use of any dwelling and, except in an emergency, entry onto any dwelling shall be made only after reasonable notice to the Owner or occupant thereof. Also, no such easement shall unreasonably interfere with the reasonable use and enjoyment of any Property or cause any diminution in value thereof.

6.03 Additional Easements. Declarant hereby reserves for itself and its successors in interest the right to grant and create further easements within the roads and Common Areas of Makila Plantation and in any Property for the purpose of establishing or relocating utility lines, water lines, sewer lines, effluent lines, as well as pumps, controls, access points, meters, poles, anchors, stays and wires or any other equipment necessary or appurtenant thereto, and for establishing any necessary drainage structures or areas; provided, however, that no such additional easement within any Property shall unreasonably interfere with the reasonable use and enjoyment of said Property by the owners and occupants thereof or cause any diminution in value thereof.

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

subject to such reasonable rules and regulations as Declarant or the Association (through its Board of Directors) may establish from time to time. Note that the public may have rights of access over some or all of the roads in the neighborhood as may be required by law or the County of Maui.

7.02 Responsibility. From and after the date on which each road or related Common Area is available for use by the lot owners (regardless of whether or not it shall have been conveyed to the Association) or such later date as Declarant may determine in its discretion, the Association will assume all responsibilities and liabilities with respect to its use, operation, maintenance and improvement. All costs and expenses will be assessed to and paid by all Properties as common expenses as provided in Section 5.03 above and in the Bylaws of the Association.

7.03 Conveyance to the County. Declarant shall have the authority, without the consent of the Association, to convey to the County of Maui an easement to use, or legal title to, all or any part of any road. If, after Declarant's control shall have ceased as provided in Section 5.05 and title to any road shall have been conveyed to the Association, the Association through its Board of Directors shall decide to convey to the County of Maui the title to all or any part of any road and related facilities or any other common areas and facilities, and the County agrees to accept them, Declarant (or the Association as the case may be) shall execute and deliver such deeds and other documents as shall be necessary or appropriate for the purpose of implementing said conveyance and the transfer of all responsibilities to the County. Upon said transfer becoming effective, all rights and easements established under Section 7.01 shall automatically terminate if and to the extent that the rights granted by Section 7.01 may be enjoyed after said transfer by agreement with the County or by ordinance or other grant of rights.

8. NUISANCES FROM OPERATIONS.

8.01 Operations. All Owners and occupants of Properties are hereby notified that certain lands nearby or abutting Makila Plantation are or may become zoned to permit residential and agricultural development and agricultural operations and that in the future, the Owners and occupants may be subject to noise, dust, emissions, traffic and other nuisances in connection with such activities. The developer of said facilities and Declarant (and their respective officers, directors, employees and agents of each) shall not have any liability or responsibility for any such noise, dust, emissions and nuisances. Each Owner of a Property, by taking title to said Property, thereby waives all such rights and claims.

9. WATER SYSTEM.

9.01 The Water. The water for Makila Plantation will be provided by a private water system which is shared by this and other subdivisions in the area. This system may be separated into potable and non-potable systems (if so separated, each system is referred to herein as a "system"). Declarant shall construct all of the components

10.01 Addition of Lots. Declarant has the right to add additional lots in both Makila Plantation and outside of Makila Plantation, and may amend this Declaration unilaterally, from time to time, to add said lots to the "Properties" to which the benefits and burdens of this Declaration shall accrue in accordance with this Declaration. Refer also to Sections 2.06, 2.07 and 3.18.

10. ADDITIONAL LOTS.

9.03 Costs and Assessments. The cost of operating and maintaining the system and funding reserves to repair and replace the components of each system will be provided by assessing each lot owner the lot's fair share of the expenses, based on a reasonable base charge for service plus a charge measured by usage, or by billing rates approved by the State of Hawaii Public Utilities Commission.

9.02 Design. The design of the potable water system shall be performed by an engineer, licensed in the State of Hawaii. The design of the system shall meet all applicable requirements of the State of Hawaii Department of Health. The Association shall maintain and operate the water system in accordance with its design limitations, engineers' recommendations and standards, and all applicable laws, rules and regulations.

If the non-potable system is established, it shall be governed by the Guidelines for Use of Irrigation Water, dated November 2001, attached hereto as Exhibit "C".

At Declarant's option, each water system may be connected to one or more additional wells and systems to be developed at or near the subdivision for the purpose of providing water service to other lands in the vicinity of the subdivision, and may be operated as part of a unified system. A legal structure for the ownership and operation of such combined system will be established by Declarant, consistent with applicable laws and regulations.

As of the date of this Declaration the system (providing both potable and non-potable service) is operational and serving Mahanua Nui Subdivision. Additional improvements are required in order to serve Makila Plantation.

of each system and, upon the completion of the subdivision improvements, or at such later time (within the period of Declarant's control under Section 5.05 above) as Declarant may determine in Declarant's sole discretion, turn each completed system over to (a) the Association, or (b) Mahanua Nui Homeowners' Association, Inc., or (c) to a public utility formed for the purpose of providing water service on a commercial basis, or (d) to another cooperative entity which may be formed in Declarant's discretion for the purpose of owning and operating all or any part of the water system and in which the owner(s) of each served lot will be a member.

11. ADMINISTRATIVE PROVISIONS.

11.01 Right to Abate Violations. If any person or entity shall violate or attempt to violate any of the covenants herein contained, any rules or regulations of the Association or any ruling of the Architectural Design Committee, the Owner of any Property (or the Association or the Declarant in its discretion, but in any case without having any affirmative duty to do so) may commence legal action at law or in equity against such person or entity, either to prevent or abate such violation or to recover damages caused by such violation, or both. Such enforcement initiated by the Association must be approved by vote of the Board of Directors at any special or annual meeting. Said damages may expressly include a judgment for all of the plaintiff's costs of suit, including reasonable attorney's fees.

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

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

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

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11.07 Notice of Sale or Transfer of Title. Upon the sale or transfer of title to any Property, the transferee shall promptly notify the Board of Directors of the Association

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

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

The Declarant's rights reserved under this Section 11.04 may be released by Declarant in its discretion at any time upon Declarant's voluntary relinquishment of said rights by written release recorded in the Bureau of Conveyances of the State of Hawaii.

(d) to annex to this Declaration additional Lots and Common Areas which may be developed in the future in lands abutting or near Makila Plantation.

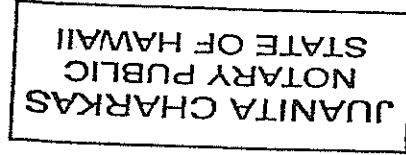
(c) to qualify some or all of the Properties for financing through the Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, or any similar program to facilitate the financing of Properties through any mortgage market or general financing program; or

(b) to comply with (i) any applicable law, rule or regulation of the State of Hawaii or the County of Maui, (ii) any requirement or condition of any governmental agency or (iii) any governmental approval, permit or order affecting the subdivision;

(a) to correct any drafting or typographical error;

Notwithstanding the foregoing, the Declarant acting unilaterally may amend these covenants at any time and for any purpose within ten years from the date these covenants are recorded in the Bureau of Conveyances of the State of Hawaii. In addition, notwithstanding anything herein to the contrary, the Declarant may from time to time amend these covenants unilaterally without the consent of any Owner or mortgagee of any Property during or after the end of said ten year period, for any of the following purposes:

Notwithstanding the foregoing, this Declaration may not be amended in any event, or at any time, without Declarant's written consent as long as the period of Declarant's control under Section 5.05 shall remain in effect, and thereafter as long as Declarant shall elect to maintain this approval right, unless Declarant shall be dissolved, shall be declared bankrupt, or shall in its sole discretion elect to relinquish said approval by right of written notice signed by Declarant and duly recorded in the State of Hawaii Bureau of Conveyances



Notary Public, State of Hawaii
Printed Name: Juanita Charkas
My Commission Expires: 2/7/03

On this 16th day of May, 2002, before me personally appeared PETER K. MARTIN, 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.

STATE OF HAWAII
)
) SS.
)
COUNTY OF MAUI

Declarant

By:
Peter K. Martin
Its: President

Makila Land Co., LLC

Executed the day and year first above written.

11.08 Records of Ownership and Notices. The Declarant, the Association and the Architectural Design Committee shall be entitled to rely conclusively on the records of ownership of the Properties provided to the Association pursuant to Section 11.07 and 2.07 above, for all purposes, including, but not limited to, names and addresses for all communications, notices, service of process, approvals, voting and consents, it being the obligation and burden of each Owner of each Property to ensure that the Declarant and the Association have ownership records which are accurate and up-to-date. The Declarant, the Association and the Architectural Design Committee may also conclusively rely, in the sole discretion of each, on the records of ownership and addresses of Owners of each Property as shown on the real property tax records of Maui County in any particular case.

in writing of the name of each new Owner of said Property and his or her mailing address and home and business phone numbers.

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Launipoko (Large-Lot) Subdivision
Description of Lot B-1-A

Land situated on the easterly side of Honapilihi Highway (F.A.P. No. F-030-1(1)) at Launipoko, Lahaina, Maui, Hawaii
Being a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips

Beginning at a point at the southwesterly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIPOKO" being 1,183.25 feet North and 4,408.78 feet West and running by azimuths measured clockwise from True South:

1. 163° 01' 1,247.92 feet along Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
2. 246° 00' 965.57 feet along same to a point;
3. 164° 00' 195.23 feet along same to a point;
4. Thence along same on a curve to the right having a radius of 1,030.00 feet, the chord azimuth and distance being: 171° 30' 268.88 feet to a point;
5. 179° 00' 212.13 feet along same to a point;
6. Thence along same on a curve to the left having a radius of 720.00 feet, the chord azimuth and distance being: 161° 00' 444.98 feet to a point;
7. 143° 00' 150.95 feet along same to a point;
8. Thence along same on a curve to the right having a radius of 2,230.00 feet, the chord azimuth and distance being: 152° 00' 697.70 feet to a point;

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11.	150°	00'	151.95 feet along same to a point;
12.	240°	00'	60.00 feet along same to a point;
13.	150°	00'	647.99 feet along same to a point;
14.	220°	00'	71.23 feet along same to a point;
15.	234°	00'	380.00 feet along same to a point;
16.	245°	00'	195.00 feet along same to a point;
17.	222°	00'	90.00 feet along same to a point;
18.	200°	00'	90.01 feet along same to a point;
19.	186°	00'	70.00 feet along same to a point;
20.	169°	00'	45.00 feet along same to a point;
21.	213°	00'	270.02 feet along same to a point;
22.	233°	00'	52.42 feet along same to a point;
23.	249°	00'	71.12 feet along same to a point;
24.	258°	00'	73.20 feet along same to a point;
25.	273°	00'	66.00 feet along same to a point;
26.	293°	00'	48.00 feet along same to a point;
27.	266°	00'	43.78 feet along same to a point;
28.	235°	00'	158.48 feet along same to a point;
29.	243°	00'	50.20 feet along same to a point;
30.	224°	00'	110.99 feet along same to a point;
9.	161°	00'	130.05 feet along same to a point;
10.	Thence along same on a curve to the left having a radius of 470.00 feet, the chord azimuth and distance being: 155° 30' 90.10 feet to a point;		

42.	Thence along Lot 41-C of Mahanua Nui Subdivision -	40.00 feet along same to a point;	216° 00'
31.		40.00 feet along same to a point;	216° 00'
32.		65.00 feet along same to a point;	241° 00'
33.		54.69 feet along same to a point;	266° 00'
34.		152.46 feet along same to a point;	231° 00'
35.		130.62 feet along same to a point;	236° 00'
36.		94.09 feet along same to a point;	252° 00'
37.		68.22 feet along same to a point;	231° 00'
38.		139.25 feet along same to a point;	262° 00'
39.		575.47 feet along same to a point;	248° 00'
40.		679.52 feet along same to a point;	301° 48'
41.		274.38 feet along same to a point;	334° 45'
42.	Phase II, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the left with the point of curvature azimuth from the radial point being: 144° 00' 32", and the point of tangency azimuth from the radial point being: 63° 02' 30", having a radius of 327.50 feet, the chord azimuth and distance being: 13° 31' 31" 425.25 feet to a point;		
43.		305.40 feet along same to a point;	333° 02' 30"
44.		373.96 feet along same to a point;	345° 20'
45.		176.50 feet along same to a point;	349° 04' 10"

46.	18°	48'	20"	135.04 feet	along Lot 17 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
47.	56°	42'	50"	548.07 feet	along Lots 17, 16 and 15 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
48.	79°	32'	50"	220.86 feet	along Lots 15 and 14 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
49.	62°	45'	40"	157.03 feet	along Lots 14 and 13 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
50.	47°	09'	30"	96.62 feet	along Lot 13 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
51.	13°	23'	40"	74.96 feet	along same to a point;
52.	44°	13'	10"	96.65 feet	along same to a point;
53.	70°	05'	50"	292.82 feet	along Lots 13 and 12 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;

54.	57°	02'	50"	225.88 feet	along Lot 12 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
55.	40°	22'	10"	202.59 feet	along Lots 12 and 11 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
56.	356°	33'	20"	54.46 feet	along Lot 11 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
57.	334°	26'	10"	470.28 feet	along same to a point;
58.	345°	21'	30"	560.52 feet	along Lots 10, 8 and 7 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
59.	340°	26'	30"	283.55 feet	along Lots 7 and 6 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
60.	330°	20'		230.87 feet	along Lots 6 and 5 of Mahanaua Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;

measured clockwise from True South:
 6,636.31 feet North and 1,794.94 feet West and running by azimuths
 Government Survey Triangulation Station "LAUNIPOKO" being
 easement, the coordinates of said point of beginning referred to
 Beginning at a point at the southwesterly corner of this

particularily described as follows:
 Commission Award 82 to Thomas Phillips) and being more
 (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land
 1. A Waterline Easement 1 affecting Lot B-1-C of Launipoko

TOGETHER, WITH, the following:

65.	73° 01'	2,039.70 feet	along Lot B-2 (Kai Hele Ku Street) of Mahanalu Nui Subdivision to the point of beginning and containing an Area of 248.276 Acres.
64.	3° 05' 50"	222.23 feet	along Lot 1 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
63.	348° 45' 20"	286.22 feet	along Lots 3 and 1 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
62.	1° 31' 20"	225.06 feet	along Lot 4 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
61.	325° 33' 40"	260.49 feet	along Lots 5 and 4 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;

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- 1. 154° 45' 20.81 feet along Lot B-1-A of Launipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 2. 288° 38' 16" 131.30 feet over and across a portion of Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 3. 330° 00' 14.42 feet over and across same;
- 4. Thence along Lot 41-C of Mahanua Nui Subdivision - Phase II on a curve to the left with the point of curvature azimuth from the radial point being: 160° 50' 50", and the point of tangency azimuth from the radial point being: 158° 11' 10", having a radius of 327.50 feet, the chord azimuth and distance being: 69° 31' 15.21 feet;
- 5. 150° 00' 6.25 feet over and across a portion of Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 6. 108° 38' 16" 111.20 feet over and across same to the point of beginning and containing an Area of 1,973 Square Feet, more or less.

SUBJECT, HOWEVER, to a portion of a existing Electrical Easement in favor of Maui Electric Company, Ltd.

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2. Thence over and across same on a curve to the right with the point of curvature azimuth from the radial point being: 93° 20' 30", and the point of tangency azimuth from the radial point being: 127° 08' 12", having a radius of 50.00 feet, the chord azimuth and distance being: 200° 14' 21" 29.07 feet;

1. Thence over and across a portion of Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the left with the point of curvature azimuth from the radial point being: 275° 33' 40", and the point of tangency azimuth from the radial point being: 273° 20' 30", having a radius of 530.00 feet, the chord azimuth and distance being: 184° 27' 05" 20.53 feet;

2. A Drainage Easement 2 affecting Lot B-1-C of Launipoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission 82 to Thomas Phillips) and being more particularly described as follows:
 Beginning at a point at the southwesterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Station "LAUNIPOKO" being 6,796.21 feet North and 1,870.35 feet West and running by azimuths measured clockwise from True South:

3. Thence over and across same on a curve to the left with the point of curvature azimuth from the radial point being: 307° 08' 12", and the point of tangency azimuth from the radial point being: 302° 47' 14", having a radius of 50.00 feet, the chord azimuth and distance being: 214° 57' 43" 3.79 feet;

4. 289° 00' over and across same; 24.95 feet

5. 19° 00' over and across same; 65.01 feet

6. 109° 00' over and across same; 9.35 feet

7. 154° 45' along Lot B-1-A of Launipoko 17.36 feet

also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to the point of beginning and containing an Area of 1,567 Square Feet, more or less.

SUBJECT, HOWEVER, to a portion of a existing Electrical Easement in favor of Maui Electric Company, Ltd.

3. A Drainage Easement 3 affecting Lot B-1-C of Launipoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips) and being more particularly described as follows:

Beginning at a point at the northeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Station "LAUNIPOKO" being 4,908.76 feet North and 4,695.69 feet West and running by azimuths measured clockwise from True South:

1. 330° 00' 128.53 feet along Lot B-1-A of Launipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;

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- 2. Thence along same on a curve to the right with the point of curvature azimuth from the radial point being: 240° 00', and the point of tangency azimuth from the radial point being: 248° 46', having a radius of 470.00 feet, the chord azimuth and distance being: 334° 23' 71.84 feet;
- 3. 204.51 feet over and across a portion of Lot B-1-C of Lannupoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 4. 201.08 feet over and across same;
- 5. 190.86 feet over and across same to the point of beginning and containing an Area of 39,987 Square Feet, more or less.
- 4. A Drainage Easement 4 affecting Lot B-1-C of Lannupoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips) and being more particularly described as follows:
Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LANNUPOKO" being 4,291.85 feet North and 4,422.82 feet West and running by azimuths measured clockwise from True South:
- 1. 35.82 feet over and across a portion of Lot B-1-C of Lannupoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 2. 20.06 feet over and across same;

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1. Thence along the remainder of Lot B-1-A of Lannupoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the right with the point of curvature azimuth from the radial point being: 242° 47' 04", and the point of tangency azimuth from the radial point being: 245° 01' 24", having a radius of 720.00 feet, the chord azimuth and distance being: 333° 54' 14" 28.13 feet;
2. Beginning at a point at the northeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNUPOKO" being 3,751.90 feet North and 4,068.06 feet West and running by azimuths measured clockwise from True South:
3. A Drainage Easement 5 affecting Lot B-1-C of Lannupoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips) and being more particularly described as follows:
4. Beginning at a point at the northeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNUPOKO" being 3,751.90 feet North and 4,068.06 feet West and running by azimuths measured clockwise from True South:
5. Thence along Lot B-1-A of Lannupoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the left with the point of curvature azimuth from the radial point being: 63° 08' 30", and the point of tangency azimuth from the radial point being: 62° 35' 16", having a radius of 2,230.00 feet, the chord azimuth and distance being: 332° 51' 53" 21.56 feet to the point of beginning and containing an Area of 797 Square Feet, more or less.
6. Thence along Lot B-1-A of Lannupoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the left with the point of curvature azimuth from the radial point being: 63° 08' 30", and the point of tangency azimuth from the radial point being: 62° 35' 16", having a radius of 2,230.00 feet, the chord azimuth and distance being: 332° 51' 53" 21.56 feet to the point of beginning and containing an Area of 797 Square Feet, more or less.
7. Thence along Lot B-1-A of Lannupoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the right with the point of curvature azimuth from the radial point being: 242° 47' 04", and the point of tangency azimuth from the radial point being: 245° 01' 24", having a radius of 720.00 feet, the chord azimuth and distance being: 333° 54' 14" 28.13 feet;

1. Thence along the remainder of Lot B-1-A of Lannipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the right with the point of curvature azimuth from the radial point being: 256° 08' 52", and the point of tangency azimuth from the radial point being: 259° 22' 14", having a radius of 720.00 feet, the chord azimuth and distance being: 347° 45' 33" 40.49 feet;

Beginning at a point at the northeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LANNIPOKO" being 3,594.99 feet North and 4,009.29 feet West and running by azimuths measured clockwise from True South:

6. A Drainage Easement 6 affecting Lot B-1-C of Lannipoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips) and being more particularly described as follows:

- | | | | | | |
|----|------|-----|-----|------------|--|
| 2. | 68° | 05' | 50" | 58.82 feet | over and across a portion of Lot B-1-C of Lannipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips; |
| 3. | 158° | 05' | 50" | 28.06 feet | over and across same; |
| 4. | 248° | 05' | 50" | 56.76 feet | over and across same to the point of beginning and containing an Area of 1,624 Square Feet, more or less. |

- 2. 53° 59' 30" 37.88 feet over and across a portion of Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 3. 143° 59' 30" 37.06 feet over and across same;
- 4. 233° 59' 30" 54.20 feet over and across same to the point of beginning and containing an Area of 1,714 Square Feet, more or less.
- 7. A Roadway and Utility Easement 7 affecting Lot B-1-C of Launipoko (Large-Lot) Subdivision, (portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips) and being more particularly described as follows:
Beginning at a point at the southeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Station "LAUNIPOKO" being 6,796.21 feet North and 1,870.35 feet West and running by azimuths measured clockwise from True South:
- 1. 154° 45' 9.12 feet along Lot B-1-A of Launipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips;
- 2. 121° 48' 76.01 feet along same;

- 3. Thence over and across a portion of Lot B-1-C of Lounipoko (Large-Lot) Subdivision, being also over and across a portion of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips on a curve to the right with the point of curvature azimuth from the radial point being: 53° 40' 28", and the point of tangency azimuth from the radial point being: 174° 05' 20", having a radius of 50.00 feet, the chord azimuth and distance being: 203° 52' 54" 86.78 feet;
- 4. Thence over and across same on a curve to the right with the point of curvature azimuth from the radial point being: 174° 05' 20", and the point of tangency azimuth from the radial point being: 307° 08' 12", having a radius of 50.00 feet, the chord azimuth and distance being: 330° 36' 46" 91.72 feet;
- 5. Thence over and across same on a curve to the left with the point of curvature azimuth from the radial point being: 127° 08' 12", and the point of tangency azimuth from the radial point being: 93° 20' 30", having a radius of 50.00 feet, the chord azimuth and distance being: 20° 14' 21" 29.07 feet;

- 6. Thence over and across same on a curve to the right with the point of curvature azimuth from the radial point being: 273° 20' 30", and the point of tangency azimuth from the radial point being: 275° 33' 40", having a radius of 530.00 feet, the chord azimuth and distance being: 4° 27' 05" 20.53 feet to the point of beginning and containing an Area of 8,334 square feet, more or less.
- SUBJECT, HOWEVER, to a portion of an existing Electrical Easement in favor of Maui Electric Company, Ltd.
- 8. A existing Waterline Easement affecting Lot 11 of Mahanaluha Nui Subdivision - Phase I.
- 9. A existing Access and Utility Easement 2 (60-foot wide) affecting Lot B-2 of Mahanaluha Nui Subdivision.

Launipoko (Large-Lot) Subdivision
Description of Lot B-1-B

Land situated on the easterly side of Honopilihi Highway
(F.A.P. No. E-030-1(1)) at Launipoko, Lahaina, Maui, Hawaii
Being a portion of Royal Patent 1358, Land Commission
Award 82 to Thomas Phillips

Beginning at a point at the northwesterly corner of this lot,
the coordinates of said point of beginning referred to Government
Survey Triangulation Station "LAUNIPOKO" being 1,125.97 feet North
and 4,391.30 feet West and running by azimuths measured clockwise
from True South:

1.	253° 01'	2,017.76 feet	along Lot B-2 (Kai Hele Ku Street) of Mahanalu Nui Subdivision to a point;
2.	3° 05'	121.91 feet	along Lot 29 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
3.	345° 07'	176.11 feet	along Lots 29 and 30 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
4.	2° 07'	581.72 feet	along Lots 30 and 31 of Mahanalu Nui Subdivision - Phase I, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;
5.	56° 00'	119.24 feet	along Lot B-1-C of Launipoko (Large-Lot) Subdivision, being also along the remainder of Royal Patent 1358, Land Commission Award 82 to Thomas Phillips to a point;

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End of Exhibit "A"

1. A existing Access and Utility Easement 2 (60-foot wide) affecting Lot B-2 of Mahanaluua Nui Subdivision.

TOGETHER, WITH, the following:

18.	169°	00'	1,831.36 feet along same to the point of beginning and containing an Area of 51.901 Acres.
17.	86°	50'	296.75 feet along same to a point;
16.	4°	00'	264.08 feet along same to a point;
15.	350°	00'	126.88 feet along same to a point;
14.	15°	00'	98.48 feet along same to a point;
13.	47°	00'	115.67 feet along same to a point;
12.	25°	00'	480.03 feet along same to a point;
11.	41°	00'	200.00 feet along same to a point;
10.	74°	00'	185.01 feet along same to a point;
9.	59°	00'	188.67 feet along same to a point;
8.	69°	00'	278.11 feet along same to a point;
7.	83°	00'	91.01 feet along same to a point;
6.	72°	00'	75.85 feet along same to a point;

EXHIBIT "B"

DESIGN STANDARDS

FOR

MAKILA PLANTATION

TABLE OF CONTENTS

A. MAKILA PLANTATION SUBDIVISION

I. Overview of Design Standards

The Design Standards for Makila Plantation, ("The Plantation"), have been promulgated pursuant to, and as a part of, Makila Plantation Declaration of Covenants, Conditions, and Restrictions (the "Declaration") to which they are attached as Exhibit "B". The Design Standards are administered by The Design Review Committee, hereinafter "DRC" in accordance with the Declaration and the procedures therein and herein set forth. The Design Standards and the Declaration may be amended from time to time, and it is the responsibility of each Owner to obtain and review a copy of the most recently revised Design Standards and Declaration.

Prepared to create a cohesive, visually unified agricultural community with a sense of identity and relationship to The Plantation and the Launipupoko Area, the Design Standards strive to create a place of beauty, agricultural serenity and quality, which, to the extent possible, will increase the desirability and attractiveness of The Plantation. The intent of the Design Standards is to provide further definition and illustration of the requirements set forth in the Declaration. In establishing certain standards and procedures for the construction within the Lots, the Design Standards provide specific restrictions, limitations and requirements, as well as illustrative design interpretations of the intent regarding site uses, site development, architectural design and landscape improvements.

The invalidity or unenforceability of any provision of these Design Standards, in whole or in part, shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of these Design Standards or the Declaration.

II. General Design Review Procedures

These Design Standards provide guidelines for the DRC in its review and evaluation of proposed improvements within The Plantation. All improvements, including site work, buildings, structures, lighting and landscaping, shall be subject to these Design Standards.

No Owner shall be permitted to construct or install any improvements without the express prior written approval of the DRC.

Each lot owner and occupant of a lot in the Subdivision shall at all times comply with all applicable laws and all of the provisions of the Declaration. In addition, each lot owner and occupant shall at all times comply with and observe each of the provisions within these Design Standards; provided, however, that in the event of any conflict between or among the provisions set forth with the provisions of the Design Standards, the Declaration and applicable laws, codes or ordinances, the most restrictive provisions or law, code or ordinance shall control.

The design review process will follow the Design Review Procedures established in Section E of the Design Standards and will include an Optional Redesign Conference, Preliminary Design Review and Final Plan Submittal. The Redesign Session permits each Owner to either review his ideas and the aspects of his particular Lot with the DRC before any plans are prepared or review conceptual or preliminary plans with the DRC before the Owner finalizes his design in conformance with the Design Standards. The Preliminary Design Review allows the DRC to review preliminary plans prior to the preparation of construction documents. The Final Plan Submittal determines that the final plans are consistent with the previously approved preliminary plans.

The Owner is required to retain the professional services of an Architect and Contractor properly licensed in the State of Hawaii. No owner-builder will be permitted. A thorough analysis and understanding of the Lot and Owner's special needs and living patterns, as well as the ability to convey to the DRC the concept and design of a proposed residence or other improvements, are all important elements of the design review process.

B. Site Development and Landscape Standards

I. Individual Lot Plot Plans

Plot Plans for individual Lots shall be furnished to the Lot owners by the Declarant, approximately designating boundaries and utility locations. All grades, contours, utility locations and grade elevations are subject to determination by the Owner, prior to start of construction. It shall be the Lot Owner's responsibility to arrange for subsurface soil investigation and to design and construct the Lot Owner's structure accordingly.

II. Buildable Area

The buildable area is that portion of each Lot defined by setbacks and height restrictions and is the area in which improvements may be built or placed. No structures, other than as specifically permitted herein or in the Declaration, shall be allowed outside of the buildable area and no portion of any improvement, except as may be specifically permitted herein or in the Declaration, may extend outside of the buildable area. The actual buildable area is depicted on the Lot Plot Plans.

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- v) If retaining walls are used, their maximum height should be six feet. Where retaining conditions are required over six feet, then multiple walls may be used. A minimum three-foot wide planter shall be located between the top of the lower foot vertical to three-foot horizontal within the Buildable Area shall be reviewed for stability against erosion.
- iv) Finish grades shall not be steeper than one-foot vertical to three-foot horizontal and should blend in with existing slope conditions. All finish grades over one foot vertical to three-foot horizontal shall be reviewed for stability against erosion.
- iii) In the event of any violation of (i) or (ii) above, the DRC may cause the Lot to be restored to its state of existing immediately prior to such violation.

- ii) Until approved by the DRC, no change in natural or existing drainage patterns for surface waters shall be made upon any Lot. The flow of existing surface and/or subsurface drainage onto, across or from each Lot shall not be obstructed. Storm water generated from improvements on each Lot shall be disposed of in sumps, natural low points or created low areas to allow water to percolate into the ground on the same Lot. No concentrated sources from any improvement storm water shall be discharged onto an adjacent Lot in a different location, rate or volume than previously existed.
- i) The Lot Owner shall accept the condition of his or her Lot in "as is" condition. All subsequent site work performed by the Owner shall be in strict compliance with plans as approved by the DRC.

V. Sitework

Easements on lots are as described in the Declaration and are depicted on the Plot Plan for each Lot. No improvements, roof eaves or overhangs, or major planting shall be placed on, below or above these easements without the prior written consent of the DRC and, if applicable, the entity utilizing the easement or to whom the easement has been granted.

IV. Easements

- a. Front yards - sixty (60) feet
- b. Side yards - forty (40) feet
- c. Rear - forty (40) feet
- d. Other - sixty (60) feet on any subdivision roadway (not to include minor cul-de-sac roadways)

Generally, the minimum building setbacks are as follows:

III. Setbacks

Temporary, plastic, or pre-fabricated swimming pools are prohibited on any Lot above the natural grade. Permanently constructed swimming pools will be allowed below or in accordance with mechanical equipment noise control guidelines.

Pool equipment rooms shall be sound treated to prevent noise nuisance prior to the construction of the pool or water feature, and properly landscape and maintain insofar as practicable, restore the land to a condition approximating that which existed becomes a nuisance, the owner shall demolish, remove the pool or water feature, and, and regulations of the Department of Health. If abandoned or if a pool or water feature Swimming pools and water features shall be kept operable in accordance with the rules Noise mitigation factors shall be utilized to address noise generated by water features.

Swimming pools and water features design shall be submitted as part of the preliminary and final plans. Swimming pool equipment and housing shall be shielded and contained within the buildable area. Water features, its equipment and housing shall be shielded from view and contained within the buildable area.

VIII Swimming Pools and Water Features

Landscaping work shall be done, as much as is practical, concurrently with building of farm dwelling.

Plans for landscaping, windbreaks and trees shall be prepared and include a planting plan indicating the planting design and materials list, and final mature heights of trees.

VII Landscaping and Cultivation

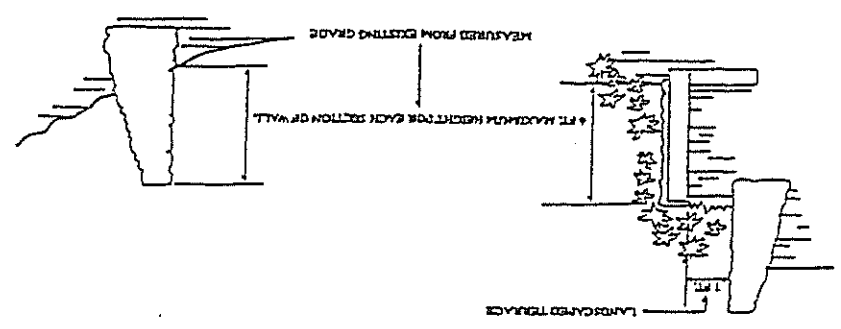


Figure 1 :

wall and the base of the upper wall (see Figure 1 below). Design of retaining walls shall be done by an Architect and/or Structural or Civil Engineer registered in the State of Hawaii.

All mailboxes shall be designed per postal regulations and designs submitted as part of the Design Review Procedures. House number and name signs shall be of an attractive

XIII Mailboxes

No visible antennas or satellite dishes greater than one meter in width are permitted. Placement of satellite dishes shall not be beyond the building envelope and its location shall be approved by the DRC in order to retain the architectural integrity of the building design.

XII Antennas

Refuse receptacles for domestic and building waste are to be located within the buildable area of the Lot. The refuse receptacles must be covered and screened completely from view of adjoining lots and common areas either by landscaping or other screening material which is compatible in design and color with the main structure.

XI Refuse Storage

Vehicles shall not be parked continuously or regularly on common area roadway lots within The Plantation. Only occasional parking by guests or by vehicles servicing a Lot shall be permitted on such roadway lots. Boats or trailers parked on any lot shall not be visible from any adjacent property or roadway and shall not be parked on any roadway. No vehicle, boat or other equipment, may be dismantled, repaired or serviced on any Lot so as to be visible from adjoining or neighboring lots or from any roadway.

X Vehicles, Trailers and Boats

Driveway connections to the subdivision roads shall follow contours of roadway right of way and all driveways shall be subject to approval by the DRC.

The location of driveways for access to any Lot, or any improvements thereon, shall be sited to avoid drainageways, and utility laterals and service lines. To provide a cohesive landscape treatment along the subdivision roadways, the driveways and related improvements within the front yard setback area shall be reviewed and approved by the DRC prior to construction. In general, the driveway and related improvements shall be simple and understated in design and shall not be ornamental or include materials, forms, or colors not acceptable within Design Standards. All driveways shall be located a minimum of 40 feet from any adjoining Lot, unless otherwise approved by the DRC. No driveway shall enter or exit on Kai Hele Ku Street.

IX Driveway Accesses

above grade so long as they are appropriately integrated into the landscaping and grading design so as to minimize the visual impact on neighboring Lots.

and superior quality design and installed flush with wall surfaces where possible, and shall in no event exceed an aggregate of one (1) square foot in size.

XIV. Other

Refer to Article 3 of the Declaration for additional requirements.

C. Architectural and Building Standards and Requirements

I Architectural Character

Architectural character of all buildings shall be of a contemporary Hawaiian and Plantation style featuring generous overhangs, lanais, tellises and building siting oriented to take advantage of prevailing tradewinds for ventilation. Tudor, Colonial, Georgian and French provincial styles are discouraged. Also, pole houses, structures with "A-frame" roof lines, and factory-built structures which have been pre-assembled or precut for assembly, shall not be placed on any Lot.

The DRC may prohibit or encourage other architectural styles, without liability or limitation, when the architectural character of a building is not harmonious and/or detracts from the intended architectural character of the subdivision.

III Finished Floor Elevations

It is the general intent to balance cut and fill volumes. To avoid massive retaining walls on street and to control the height of improvements to reasonably protect open space corridors, grading, cutting and filling shall be kept to a minimum. Step pads or building pads which conform to the topography of the Lot are recommended to avoid massive cuts or fills. Usable areas under buildings shall be enclosed to give the appearance that the building grows out of the Lot (see Figure 2). Cut or fill greater than two thousand (2,000) cubic yards shall require special written DRC approval, and will not be permitted except under unusual circumstances. Foundations shall be either concrete slab or continuous stem wall construction; post and pier construction shall be prohibited.

However, a drive-through porte-cochere, in-lieu of a garage, may be constructed provided the design and construction are approved by the DRC, and provided further that no porte-cochere shall be approved nor constructed unless an additional one hundred (100) square feet of floor area is constructed for storage uses. Such storage areas may have outside access and need not be located within the porte-cochere.

Garage must accommodate at least two (2) cars containing not less than four hundred (400) square feet of parking area under roof, which may be attached to or detached from the dwelling. All garages shall be fully enclosed with garage doors. It is encouraged that garage door designs break up the door massing by various means such as detailed articulation, use of custom doors or separate door for each vehicle. Garage entries shall not face subdivision roadways unless shielded from view from such roadways. Every garage, whether attached or detached, shall contain not less than an additional one hundred (100) square feet of covered and enclosed floor area for storage facilities. Such additional area shall be adequately screened from view from the street.

VI Agricultural Buildings and Garages if Included:

The Plantation development envisions dwellings that blend with rather than dominate the environment. Single story multi-level buildings are encouraged. Two story portions may be accepted by the DRC when the design does not appear excessive in height. Dwelling may be sited partially below grade. Continuous glazing two stories high as a prominent design feature will most likely not be allowed. Continuous two story walls without horizontal breaks are discouraged and one story houses are encouraged. Two story design concepts will be considered where the appearance is broken to more closely resemble one story design. The building height at the highest point on the exterior roof shall not exceed 30'-0".

IV Building Height

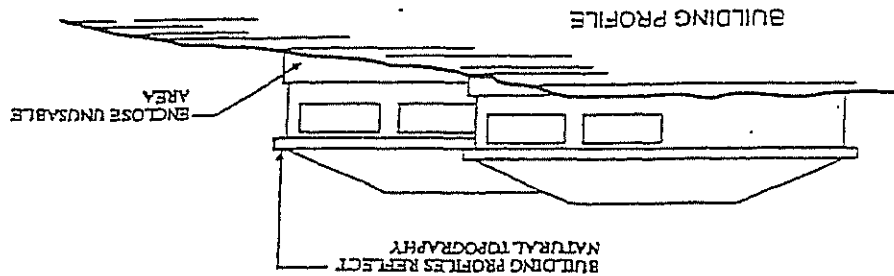


Figure 2:

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Extensive roof overhangs from wall or support line are encouraged (see Figure 3 below). Roof overhangs, as measured horizontally, shall not extend more than four feet into any building setback area.

iv) Eaves

The area of flat roof shall not exceed fifteen percent (15 %) of the total roof area. Only flat roofs of exceptional design and quality will be considered for approval. The flat roof surface above the second story shall not be utilized as a roof terrace.

iii) Flat Roofs

Roof pitch shall be a minimum of 4:12 (vertical:horizontal) for single pitched roofs. Double pitched roofs shall have a minimum pitch of 3:12 on the lower portion of the roof and a minimum pitch of 5:12 on the upper portion of the roof. At least eighty-five percent (85%) of the roofed area must have pitches between 4:12 and 12:12. Mansard roofs are not permitted.

ii) Roof Pitch

Skylights are to be designed as an integral part of the roof system, utilize safety or tempered glass, and be of a non-reflective color or tint. No mechanical equipment shall be placed on a roof except solar panels as permitted under Section IX below.

The following roof materials are not permitted: corrugated metal, steel or aluminum; rolled roofing; fiberglass; plastic; and rubber membrane. Built up roofing will be permitted only for flat roof construction.

Roofs shall use "No. 1 Blue label" wood shingle, high grade wood shake, premium asphalt shingle, high grade non-glare metal, high grade wood shingle, premium asphalt shingles, glazed concrete tile, clay tile, copper or other roofing materials of equivalent texture and character. A sample or proposed roof material shall be submitted for DRC approval as to color, style and texture. Roof material colors are limited to earth tones with shades of browns, grays, blues and greens. Clay tiles shall be of an integral color; wood shakes and wood shingles shall be natural, stained with penetrating stain or oiled.

i) Roof Materials

VII Roofs

Agricultural buildings (barns) shall be designed to enhance the beauty and character of the plantation as a whole as a well-ordered and attractive agricultural community, with profile, massing and material designed to complement the land and other improvements on it, consistent with these Design Standards.

ii) Exterior Colors

All exterior wall materials must be continued down to within six (6) inches of finish grade so that unfinished foundation walls will not be exposed, unless other solutions are approved by DRC.

No unfinished metal siding, plain surfaced or grooved plywood panels, composite or presswood siding are permitted.

All materials shall be either stucco, stone, board and batten, or shiplap siding. All wood siding shall be clear redwood, cedar or Douglas fir suitable for a paint or stain finish.

i) Exterior Materials

X Exterior Materials and Surfaces

- i) Projections and recesses to provide shadows and depth,
- ii) Lanais,
- iii) Sunshading devices such as trellises,
- iv) Staggering of wall planes,
- v) Articulated doors, windows and wall openings.

Articulation of building surfaces is encouraged to soften their appearances and reduce mass. Articulation should be achieved by utilizing various architectural elements including:

IX Building Surfaces

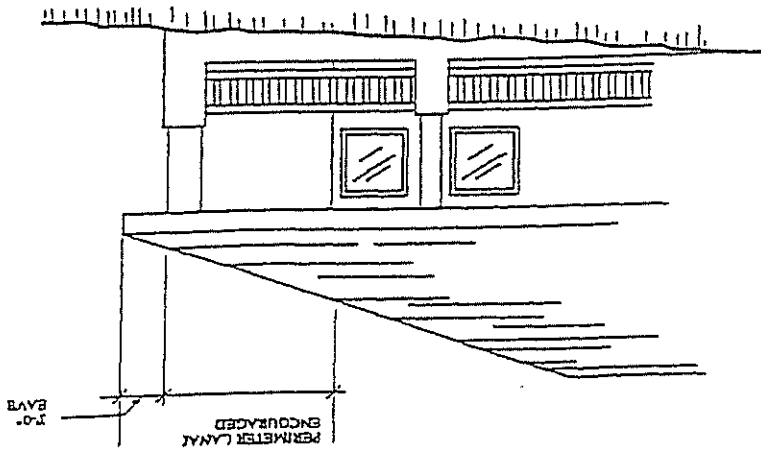


Figure 3:

Lighting shall be used only for the purpose of illumination, and shall not be designed for Christmas lights for temporary decorative use at the Holidays are exception to these rules. Lighting shall be used as an advertising display or dramatically highlighting any dwelling, landscaping

except for underwater swimming pool lights. Flood lamps on roof eaves are not permitted. Outdoor recreational lighting is prohibited (non-white), fluorescent, high intensity discharge exterior lights, flashing, exposed bulbs and movement may be installed with written approval of the DRC. Colored lights (non-neighboring property, except as permitted by the DRC. Security lights activated by any type, either installed or maintained, the light source of which is visible from confuse the shearerwater and other endangered birds. There shall be no exterior lighting of lights and other exterior lights, shall be shielded and pointed downwards so as not to any structure, including but not limited to street lights, porch lights, yard lights, "sentry" Exterior lighting in general shall be subdued and indirect. All lights visible from outside

XI Exterior Lighting

Skylights shall be integrated into the roof form. Surrounding roofing material color. White plastic and clear aluminum are prohibited. Skylights shall not be mirrored or reflective material. Skylights shall be clear, bronze, or smoke-colored plastic or glass with the metal frame colored to match the

v Skylights

Mirrored or reflective glass or glazing materials are prohibited.

iv Glass

Window frames should generally be recessed from the plane of the exterior wall. Wood window frames are encouraged. Colored anodized aluminum or other factory lamina frames may be used. Non-anodized or clear anodized frames are prohibited.

iii Windows

Light reflectance value (gloss) in the exterior trim elements shall not exceed a range of twelve percent (12%) to sixty eight percent (68%). Subtle "earth" colors and tones are permitted with complementary accent colors for architectural features, but color chips must be submitted to the DRC for review and prior written approval. Allowable exterior color for walls shall range from IM45E to IH60G and IU45B to IM60D for trim colors based upon the color key 1 program (Ameritone System). No garish, reflective, or fluorescent colors shall be allowed on any exterior surface. Light reflectance value (gloss) in the exterior paint shall not exceed a range of forty four percent (44%) to sixty nine percent (69 %).

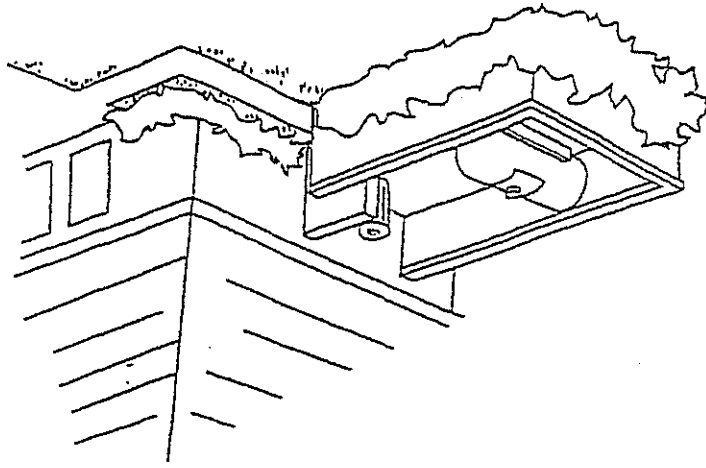


Figure 5:

Prior to the installation of an air-conditioning system, swimming pool filter pump unit(s) or other mechanical equipment, the Lot owner shall secure the written approval of the DRC as to the location and type of system. Such air-conditioning, swimming pool filter pump unit(s) or other mechanical equipment shall be sound treated to prevent noise nuisance and shall be screened from view (see Figure 5).

IX Air Conditioning System and Mechanical Equipment

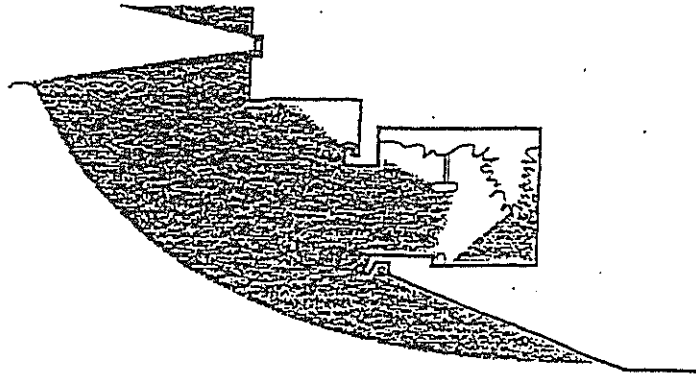


Figure 4:

component or improvement. Low voltage uplighting of landscape features is acceptable so long as no light source shall shine directly into neighboring Lots. Exterior lighting fixtures shall be compatible with the architectural design of the building or buildings they serve (see Figure 4).

Notwithstanding the above, should complaints occur after start-up, the DRC may, without liability or limitation, restrict or prohibit the operation of any air-conditioning or mechanical equipment found to be generating property line noise levels exceeding 40 db, A scale, until additional noise mitigation measures are provided by the owner and approved in writing by the DRC.

X Solar Energy and Heat Pumps

The use of solar energy or heat pumps as the primary source to heat water is recommended. Solar energy installations shall be, as much as practicable, hidden from view by accommodating them into the roof or incorporating them into a flat roof section, and shall be installed at the same angle of slope and parallel plane as the roof. The intent is to create an architecturally pleasing integration of the solar panels into the roofline. Collectors may be ground mounted provided they are properly screened. Roof mounted composite solar collector and water storage tank systems are not allowed. The design of all installations shall require the prior written approval of the DRC and be part of the design submittals.

XI Fences, Walls, and Hedges

Fences, walls and hedges located along side property lines shall not exceed six (6) feet in height from the original grade.

All other walls, fences and incidental garden structures shall be designed so as to be attractive from all viewable sides, and shall have a height limit of six (6) feet as measured from finished grade level.

Exposed cement mortar for rock walls shall be of standard gray color. No white or other coloring agents shall be applied or mixed with the exposed cement mortar. If a wall is located at the street frontage, the area between the wall and the property line shall be attractively landscaped irrigated and maintained.

Property line fences shall be developed in common with adjacent property owners to eliminate double fencing, wherever possible.

XII Laundry Facilities

Laundry facilities and any service or utility area, including any area for hanging clothes, must be screened from view from adjacent property and roadways.

XIII Service Yards and Storage Tanks

All aboveground garbage and trash containers, clotheslines, mechanical equipment and other outdoor maintenance and service facilities must be screened from view of other lots, streets or public spaces. All fuel tanks, water tanks or similar storage facilities shall

Owners acknowledge and accept that the standards of the farming, ranching and construction industry and actual on-site conditions may require changes, alterations or deviations from the plans. Consequently, Owners shall not rely upon any such plans for any purpose whatsoever. Each Owner is responsible for verifying the location of all utility lines, laterals and stubouts, and verifying the topography and elevation of his Lot by hiring his own licensed Land Surveyor or Engineer.

All plans and drawings for the subdivision improvements are approximate only. Such plans and drawings include grading plans and the location of utility lines and conduits, water and drainage lines, water laterals, roadways, walls and other improvements.

II Grades and Location

Each Owner shall accept the condition of his Lot in an "AS IS, WHERE IS" condition as of the date of completion of all subdivision improvements. All subsequent improvements to the Lot by the Owner shall be in strict accordance with the construction plans approved by the DRC. The Owner is solely responsible for evaluating and accepting soils, topography and other aspects of the Lot and its suitability for Owner's proposed agricultural operations.

I Acceptance of Lot

D. Construction and Builder Regulations

- a) Such signs as may be required by legal proceedings,
- b) Such signs as required for house numbers and name signs in accordance with item mailboxes above, provided that such signs shall not exceed one (1) square foot maximum,
- c) Real Estate "For sale" signs on the lot being sold and signs identifying commercial agricultural operation,
- d) Any sign which does not comply with the above must obtain specific written approval of the DRC.

No signs whatsoever shall be erected or maintained upon any lot except:

XIV Signs

Propane gas tanks shall either be shielded and screened from view or shall be installed or constructed underground in compliance with the County of Maui and State of Hawaii ordinances, statutes, rules and regulations.

either be shielded from view by walls or other improvements or shall be located underground with all visible projections screened from view. Underground tanks shall be installed in accordance with applicable laws for underground tanks.

All blasting must be performed by a licensed contractor. Twenty-four hours prior written notice must be given to the DRC and owners and occupants of property within a radius of five hundred (500) feet from the property line of the Lot on which the blasting is to occur.

i) Blasting

VIII Construction Requirements

All utility lines, including, but not limited to, electrical, telephone, sewer and television service shall be underground. Meters and service panels shall be screened from public view.

VII Utility Lines

If construction of a dwelling is at any time abandoned, the Lot owner shall cause the Lot to be cleared and landscaped so as to present a neat appearance, and shall thereafter so maintain the Lot until the recommencement of construction. "Abandonment" shall mean the cessation of construction activity for a period of ninety (90) consecutive days.

VI Abandoned Construction

Ground settlement is possible. The owner and owner's architect, engineer and contractor shall give due consideration to the design of the foundation systems of all structures (home, walls, swimming pools, etc.). It is the Owner's option to determine if an independent soils engineering investigation is necessary or appropriate, and if it is the Owner shall obtain such investigation at Owner's own expense.

V Foundations

All lumber shall be pressure treated against termite infestation and shall be guaranteed in writing against such infestation for a period of five (5) years. The materials used for structures shall be new and of a quality consistently associated with that used on superior quality custom-designed homes. No used materials are permissible except where specifically approved in writing by the DRC to achieve a desired aesthetic effect.

IV Materials and Quality

All construction and site work to or upon a Lot shall be expeditiously and with due diligence prosecuted to completion. All work must be performed by a contractor duly licensed to perform such work under the laws of the State of Hawaii.

III Performance; General Contractor

I Design Review Process

E. Design Review and Other Restrictions and Requirements

Each Lot and all improvements located thereon, shall be maintained by the Lot owner thereof in good condition and repair, and in such manner as to not create a fire hazard, all at Lot owner's expense.

vii) Fire Hazard

Temporary structures, trailers and construction materials may be placed on a Lot only at the commencement of construction and are to be completely removed from the Lot no later than thirty (30) days after the "date of completion", as that term is defined in Section 507-43, HRS. Temporary structures, trailers and construction materials shall be placed on the Lot and not on an adjacent lot or common area without the written approval of the DRC.

vi) Temporary Structures and Supplies Materials

A portable toilet in fully operating condition must be maintained on the construction site at all times during construction, and serviced in accordance with applicable State Department of Health and County Sanitation standards.

v) Portable Toilets

All irrigation lines within the roadside strip must be sleeved and reburied, and all associated irrigation leads moved as necessary.

iv) Site Preparation

A refuse disposal bin shall be placed on a Lot only at the commencement of construction and are to be completely removed from the Lot no later than thirty (30) days from the "date of completion", as that term is defined in Section 507-43, HRS. The refuse disposal bin shall not be placed on an adjacent lot or common area without approval of the DRC.

iii) Refuse Disposal Bins

The hours during which construction may occur at any Lot are restricted to 7:00 a.m. to 6:00 p.m., Mondays through Saturdays. No construction work shall be performed before or after the hours specified or on Sunday, except for emergencies or where no noise nuisance is created.

ii) Construction Hours

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- a) Site plan showing existing and proposed Lot topography, setbacks, buildings, garages, driveways, retaining and/or garden walls, fences, utility lines, landscape areas, pools, other recreational areas, drainage systems, septic systems, and other improvements. Scale: 1/4" = 1.0'.
- b) Floor plans for each structure. Scale: 1/4" = 1.0'.

Owners shall be required to obtain the DRC's prior approval of the following plans, specifications and other items for the proposed design and construction of any improvements, prior to the submission of any application to the County of Maui. Owners shall submit three (3) copies of each of the following to the DRC:

iii) Final Plan Submittal

The DRC will approve the submitted Preliminary Design Review information provided that it complies with these Design Standards. Approval may be dependent upon certain special conditions which are found by the DRC to be appropriate in each particular case. However, approval will not be unreasonably withheld. This approval will not be delayed for more than thirty days without notifying the Owner and/or his Architect in writing of the reasons for such delay.

- a) Preliminary floor plan. Scale 1/8" = 1'.
- b) Preliminary exterior elevations from four sides with materials indicated. Scale 1/8" = 1'.
- c) Preliminary site plan showing building placement, roof overhangs, building square footage, vehicle access, finish floor elevations with adjacent exterior corner grade elevations, drainage design, conceptual landscape plan, driveways, retaining walls, fences, swimming pools, and other material requested by the DRC. Scale 1/8" = 1'.

Owner's shall submit three (3) copies of each the following for review by the DRC together with Owner's payment of the review fees:

ii) Preliminary Design Review

Prior to preparing preliminary drawings, Owner of a Lot and his Architect are encouraged to meet with representative of the DRC to discuss and review the Owner's concepts and plans for development and the DRC's requirements for and standards of review and approval.

i) Optional Pre-design Conference

The Owner of a Lot and his Architect shall have the following meetings, submit the following drawings, and receive the following approvals prior to the construction of any improvements to or on his Lot.

Except in the case of any standards or requirements imposed by law or as conditions to the approval of The Plantation, in the event specific designs, plans or specifications cannot or do not comply with these Design Standards, the Owner may apply to the DRC for a variance. Each application shall be considered on a case-by-case basis on its architectural merit and contribution to or conflict with the overall purpose of these Design Standards and the Declaration. A variance granted in one circumstance shall not be considered as precedent or grounds requiring approval of subsequent or similar request in any other circumstances.

III Variances

These Design Standards may be enforced by the Association, Declarant, and/or the Owner of a Lot in The Plantation, as provided in the Declaration. These criteria and standards shall be made a part of the construction contract document specifications for each building or structure or other improvements on a Lot, and all contractors, Owners, and other persons shall be bound thereby. Any violation by a contractor shall be deemed to be a violation by the Owner of the Lot.

II Enforcement

The DRC will approve the submitted Final Design Review information provided that it complies with these Design Standards. Approval may be dependent upon certain special conditions which are found by the DRC to be appropriate in each particular case. However, approval will not be unreasonably withheld. This approval will not be delayed for more than thirty days without notifying the Owner and/or his Architect in writing of the reasons for such delay.

- c) Elevation drawings showing each exposed side of each proposed structure (including typical walls and fencing) indicating materials and colors for roofs, house walls, retaining and/or garden walls, and fences (with appropriate samples). Scale: 1/4" = 1.0'.
- d) Section drawings indicating the relationships between buildings on site, views from on site, the impact of off-site views and major cut and fill areas. Scale: 1/4" = 1.0'.
- e) Section drawings showing outdoor landscaping areas, retaining and/or garden walls, fences, and any exterior appurtenant structures. Scale: 1/4" = 1.0'.
- f) Landscape plan showing the agricultural use areas, plant materials, irrigation system, planting details and indicating height of mature trees. Scale: 1/8" = 1.0'.
- g) A proposed construction schedule.
- h) Any other plans or drawings that may be requested by the Design Review Committee.
- i) All proposed colors.

IV Commencement and Completion of Construction

Upon receipt of approval from the DRC, the Owner shall, as soon as practicable, satisfy all conditions thereof, if any, and diligently proceed with the commencement and completion of all construction, reconstruction, refinishing, alterations, and excavations pursuant to the approved plans within eighteen months from the date of such approval as required by the Declaration.

V Fees

As required by the Declaration, the costs of the professionals and consultants, and any other costs and expenses incurred by the DRC shall be borne by the Owner as a fee. The estimated fee for such review is \$1,000, but the actual fee in each case will vary.

VI Land Use

No Lot or residence or other building constructed on any Lot may be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so called "vacation license", "travel club membership" or "time-interval ownership" arrangement, as described in HRS Chapter 574E or in applicable County of Maui zoning.

The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a Lot or residence or other building upon the Lot rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise.

VII Applicable Laws

The Owner or the Owner's architect, engineer, contractor or other professionals, shall be responsible for all submissions to the appropriate state and county agencies and for complying with all applicable laws, regulations, ordinances and codes, and shall acquire all permits necessary before commencement of any construction.

End of Exhibit "B"

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MAKILA LAND CO., LLC

NOVEMBER 2001

MAKILA PLANTATION
Lanipupoko, Maui, Hawaii

Distribution of Nonpotable Water System

BEST MANAGEMENT PRACTICES MANUAL

EXHIBIT "C"

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VERIFICATION OF RECEIPT AND REVIEW OF BEST MANAGEMENT PRACTICES MANUAL

SECTION 2 Guidelines for Use of Nonporable Water

SECTION 1 General Overview of Service

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SECTION 1
GENERAL OVERVIEW OF SERVICE

Makila Land Co., LLC ("Makila Land") will provide nonpotable ("irrigation") water to properties within the Makila Plantation Subdivision, located at Lamunupoko, Maui, Hawaii [TMK (2) 4-7-001:002].

It is the goal of Makila Land to provide service to users of irrigation water. Makila Land recognizes that irrigation water is a valuable resource to owners of agriculturally zoned land, and shall strive to promote conservation and wise use of irrigation water both by others and by its own activities.

Copies of the Guidelines shall be kept on file in the offices of Makila Land Co., LLC (173 Ho'ohana Street, Suite 201, Kahului, Maui, Hawaii, 96732). Reasonable effort shall be made by Makila Land to keep file copies of the Guidelines up to date. Changes may be made to the Guidelines at any time. Those contemplating any expenditures or activities governed by the Guidelines should assure themselves that they have correct information. Please address any proposed changes to Makila Land. All guidelines were established by Makila Land and are subject at all times to change or abolition by action of Makila Land. Makila Land reserves the right to transfer ownership of the nonpotable water system to a future homeowners association or water corporation.

The individual lots in the subdivision will be served by an irrigation water distribution system for irrigation purposes and not for human consumption. Makila Land Co., LLC ("Makila Land") contacted a reputable water consulting firm to perform a Drinking Water Analysis of Kauaia Stream, the source of irrigation water for the subdivision. Results provided by the National Testing Laboratories Ltd. warn of the presence of E-Coli within the sample. This test confirms the general knowledge in Hawaii that stream water may contain other contaminants and people should not drink untreated surface stream water. There could be may cause illness or possibly death.

Irrigation water will be supplied by Makila Land, whose address is 173 Ho'ohana Street, Suite 201, Kahului, Maui, Hawaii, 96732; telephone number: (808) 877-4202.

The nonpotable water to be used in the system providing nonpotable water to the Makila Plantation Subdivision originates in Kauaia and Lamunupoko Streams. These waters are diverted out of the streams in a system of dams, tunnels, metal pipes, and concrete ditches to fill the Kauaia and Lamunupoko Reservoirs. Many parts of this diversion system are over eighty years old. Nonpotable water from the Kauaia and Lamunupoko Reservoirs will be distributed to the individual lots by a system of underground PVC pipes and filters. Individual service laterals for irrigation water will be extended from the water source to each lot in Makila Plantation Subdivision. Some of the distribution system will include the existing system formerly used for sugar cane irrigation, which is over fifty years old and could be contaminated. The system could suffer a catastrophic breakdown, rendering the system inoperable for an indeterminate length of time while repairs are made.

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Historically, the combined daily flow of Kanua and Launipoko Streams averages approximately five million gallons per day, the minimum flow measures approximately two million gallons per day. The historic flow data shows adequate water available to supply nonpotable water to the Makila Plantation Subdivision. No guarantee is made that adequate water will be available in the future. Other properties in the Launipoko area will be supplied nonpotable water from the same source. Makila Plantation Subdivision will not receive preferential quantities of nonpotable water, or guarantees of availability. Any and all future users of the nonpotable water system will be subject to the same specifications and restrictions.

The historic stream flow data points to adequate supply of nonpotable water. Decisions as to water availability will be based on a pricing system.

The present capacity of Makila Land's nonpotable water is more than ample to supply the anticipated population of Makila Plantation Subdivision with irrigation water.

No lots in the Makila Plantation Subdivision will be served by the nonpotable water system until the water mains and laterals for the subdivision are completed and connected to the central source and supply of nonpotable water. There is no assurance of a sufficient supply of nonpotable water.

Use of the nonpotable water system is for irrigation and other nonpotable water uses only. It is very important that users of the nonpotable water system understand the potential dangers of misuse of the nonpotable water system. Nonpotable water is not fit for human consumption. A system constructed for the use of nonpotable water on private property must be designed to absolutely eliminate the possibility of unintentional human consumption. No hose bibbs or hoses will be allowed on any nonpotable water system.

Makila Land must guard against the possible contamination of the potable water system by the nonpotable water system. No cross connection between the two systems will be allowed. Efforts should be made in the design and installation of both potable and nonpotable meters, valves, valve boxes, and heads will require color coding (purple, Pantone 512).

Reduced-pressure backflow preventers installed directly after meters at the street edge of the serviced property will be required on both the potable and nonpotable systems. These backflow preventers and meters will be installed by a single contractor for quality assurance and uniformity of materials. Inspection of the potable and nonpotable systems installed on private lots may be undertaken by Makila Land. Inspections would include: checking backflow preventers, the use of color-coded equipment, separation of potable and nonpotable systems, and the type of nonpotable systems being used. Makila Land plans to have available an on-site water test to quickly differentiate between potable and nonpotable water.

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Makila Land has contracted Pural Water Specialty Co. Inc. to monitor and maintain the irrigation water system. The irrigation water is untreated and does not meet standards for a public water supply.

Makila Land is responsible for construction of the irrigation water distribution system. You must pay a one-time charge for the installation of the irrigation water meter. The charge will vary according to the size of the meter you request, if such meters are available. Currently only _____-inch (_____) meters are available, the current installation charge for which is \$_____.

Connection to the irrigation water system is not mandatory. However, it shall be understood that available potable water usage is limited to 2,500 gallons per day per lot in Mahanua Nui Subdivision (Phases I and II). Available potable water usage may be limited to 1,000 gallons per day per lot in future subdivisions, including, but not limited to, Makila Plantation Subdivision and Puuoa Subdivision. Therefore, failure to connect to the irrigation water system will result in these potable water limitations being inclusive of irrigation water usage.

SECTION 2
GUIDELINES FOR USE OF IRRIGATION WATER

I. INFRASTRUCTURE IN DISTRIBUTION SYSTEM

1. Top of Pipe. The top of the pipe will be a minimum of thirty-six inches (36") below the finished street grade.

2. Parallel Lines. Nonpotable water lines parallel to potable water lines will be installed at least ten feet (10') horizontally from the potable water lines. If a ten-foot horizontal separation is impossible, special construction methods will be considered. In any event a minimum of a four-foot (4') horizontal separation will be maintained.

3. Crossed Lines. Nonpotable water lines will cross a minimum of one foot (1') below potable water lines (i.e., minimum 12-inch clearance between bottom of potable water line and top of nonpotable water line).

4. Drain Assembly. Either an in-line type or end-of-line type blow-off or drain assembly will be installed.

5. Storage Facilities. All storage facilities will be identified by signs containing the words,

CAUTION: NONPOTABLE WATER - DO NOT DRINK

- or -

CAUTION: RECLAIMED WATER - DO NOT DRINK

The signs will include the universal symbol for "do not drink," and will have a purple background (Pantone 512) with high-contrast color lettering.

6. Warning Signs and Labels. Where nonpotable water is used for recreational impoundments, warning signs will be installed to notify that the water in the impoundment is unsafe to drink. A detailed plan will be prepared showing placement and spacing of the proposed signs. Where nonpotable water is used for irrigation, warning signs will be installed. As a minimum, warning signs will contain half-inch (1/2") black or white letters on a purple (Pantone 512) background notifying the public that the water is unsafe to drink.

Warning signs and labels will read,

CAUTION: NONPOTABLE WATER - DO NOT DRINK

- or -

CAUTION: RECLAIMED WATER - DO NOT DRINK.

The signs will include the universal symbol for "do not drink."

7. Identifying Marks.

a) *Buried Nonpotable Distribution Piping.* All buried distribution piping in the nonpotable water system, including service lines, valves and other appurtenances will either be colored purple (Pantone 522) and embossed, or will be integrally stamped/marked,

CAUTION: NONPOTABLE WATER - DO NOT DRINK.

- or -

CAUTION: RECLAIMED WATER - DO NOT DRINK,

- or -

be installed with a purple identification tape or a purple polyethylene vinyl wrap (color to be Pantone 522).

b) *Identification Tape.* Identification tape will be prepared with white or black printing on a purple field (color to be Pantone 512) having the words,

CAUTION: NONPOTABLE WATER - DO NOT DRINK

- or -

CAUTION: RECLAIMED WATER - DO NOT DRINK.

The overall width of the tape will be at least three inches (3").

8. *Specific Provisions.* Some restrictions are placed on the operation of nonpotable water systems as a matter of good practice and to protect public health.

a) *Runoff Conditions.* Conditions that directly or indirectly cause a runoff outside of the approved use area are prohibited.

b) *Ponding Conditions.* Conditions that directly or indirectly cause ponding outside of or within the approved use area are prohibited.

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Makila Land can shut off water immediately and disconnect service when it believes any lot owner is not abiding by the rules contained in this Best Management Practices Manual, or in any way risking the health of system users. All owners must be sure all tenants and people that are using the land are made aware of the risks of the dual water system to ensure the nonpotable water is not consumed by humans.

III. VIOLATION OF BEST MANAGEMENT PRACTICES WILL RESULT IN DISCONNECTION OF SERVICE

- 6. Maintenance of System and Inspection. It is the responsibility of the individual property owner to ensure that all best practices are observed in the installation and operation of the nonpotable water system. The nonpotable irrigation water system installed on private lots may be inspected by Makila Land at any time.
- 5. Backflow Protection. Backflow protection with an approved air gap (HG) will be required on all potable and nonpotable systems. Backflow preventers shall be installed immediately after the meter at the street edge of the serviced property.
- 4. Hoses. No hoses will be allowed to hook up to the nonpotable irrigation water system.
- 3. Color-Coded Equipment. All meters, meter covers, valves, valve boxes, and pop-up heads installed in a nonpotable irrigation system shall be color-coded purple (Paritone 512) so as to differentiate the nonpotable from the potable water systems.
- 2. Cross Connection. Separation of the potable and nonpotable systems shall be maintained to prevent cross connection.
- 1. Hose Bibbs. Hose bibbs will not be allowed on nonpotable irrigation systems.

II. NONPOTABLE WATER SYSTEMS ON PRIVATE LANDS.

- e) Hose Bibbs. Hose bibbs on nonpotable water systems will be prohibited.
- d) Cross-Connection. Cross-connections resulting from the use of a nonpotable water service, whether by design, construction practice, or system operations, shall be prohibited.
- c) Overspray Conditions. Conditions that directly or indirectly permit windblown spray or overspray to pass outside of the approved use are prohibited.

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VERIFICATION OF RECEIPT AND REVIEW OF
BEST MANAGEMENT PRACTICES MANUAL

As a Makila Plantation Subdivision landowner, I promise to make all users of my property aware of the risks of the dual water system, and I will indemnify and hold harmless Makila Land Co., Inc. from all risks associated with this dual water system.

The undersigned hereby verifies that he/she has received and reviewed this Best Management Practices Manual on this _____ day of _____, 20____.

ALL PARTIES ON TITLE MUST SIGN BELOW.

By: _____
(Sign Above)
Name (Print): _____

By: _____
(Sign Above)
Name (Print): _____

By: _____
(Sign Above)
Name (Print): _____

By: _____
(Sign Above)
Name (Print): _____

By: _____
(Sign Above)
Name (Print): _____

End of Exhibit "C"

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