

*Z. P. DeLu*

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

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/s/ LESLIE T. KOBATA  
REGISTRAR

This instrument has been presented for recording by OLD REPUBLIC TITLE AND ESCROW OF HAWAII as an accommodation only. It has not been examined as to its execution or as to its exactness on the title to the property described therein.

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ( ) To:

*West Maui Land Company, Inc.  
305 E. Wakea Ave #100  
Kahului HI 96732*



*6829001011 DP*

Tax Key: (2) 4-5-37:1-36, inclusive  
(2) 4-5-38:1-40, inclusive

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KAHOMA RESIDENTIAL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarant: WEST MAUI LAND COMPANY, INC.  
305 E. Wakea Avenue, Suite 100  
Kahului, Hawaii 96732

KAHOMA RESIDENTIAL SUBDIVISION  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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Exhibit A: Land Description

Exhibit B: Operation and Management Plan for Drainage  
Facilities at Kahoma Residential Subdivision

KAHOMA RESIDENTIAL SUBDIVISION  
Declaration of Covenants, Conditions and Restrictions

This Declaration is dated this 9th day of January, 2017, and is executed by WEST MAUI LAND COMPANY, INC., a Hawaii corporation, whose principal place of business is at 305 E. Wakea Avenue, Suite 100, Kahului, Hawaii 96732 ("Declarant").

1. RECITALS.

The lands to which this Declaration apply are the lands described in Exhibit "A" attached hereto and made a part hereof. This land has been subdivided into sixty-eight (68) residential lots described on the Plan (defined below) as Lots 1 through 68, inclusive, and also road lots, a park lot, a utility/drainage lot, and other areas.

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 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 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 West Maui Land Company, Inc., 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 "Common Area" means (a) each of Roadway Lots 74, 75 and 76, if and so long as said roads shall not have been dedicated to and accepted by the County of Maui; (b) Access and Utility Lots 71, 72 and 73; (c) Park Lot 70; (d) Drainage Lot 69; (e) the Drainage Facilities; (f) all access easements over other lands held for the benefit and use of the Properties as set forth in Section 5.02; and (g) all other areas within one or more Properties to be designated by Declarant and comprising landscaping easements, drainage easements or utility easements for the benefit of one or more other Properties, the Common Areas or Kahoma Residential Subdivision as a whole or as may be required by governmental authorities; and (d) 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).

2.04 "Association" shall mean the Kahoma Residential Association, Inc., a Hawaii non-profit corporation, as more particularly described in Article 4 below, and any other association referred to in Section 4.01.

2.05 "Drainage Facilities" include:

(a) The drainage basin and related improvements constructed on Lot 69;

(b) The drainage spillway located on TMK (2) 4-5-10:8;

(c) Easements A, B, C, D and F affecting Lots 24 through 27, 33 through 39 and Lots 71 and 72, including the right to enter said lots to manage, operate, repair and replace all drainage improvements therein;

(d) All rights and responsibilities of easement holder under the easements listed in Section 5.02, subparagraph (c) below.

2.06 "Property" and "Lot" means each of the residential Lots numbered 1 through 68, described on the Plan.

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

2.08 "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 such 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.

2.09 "Plan" means the subdivision plat entitled "Kahoma Residential Subdivision", dated December 15, 2015, revised June 8, 2016 and July 6, 2016, prepared by Reed M. Ariyoshi, as approved by the County of Maui on November 29, 2016, and any future amendments.

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

### 3. COVENANTS.

3.01 Legally Permitted Uses. All lots in the Subdivision shall be used for residential purposes, as permitted by applicable State and County laws, rules and regulations. All buildings and structures shall comply with all applicable County of Maui codes and regulations.

3.02 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.

3.03 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; provided, however that this section shall not restrict the use of any agricultural chemicals in connection with agricultural activities on any Property.

3.04 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. 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.

3.05 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 shearwater and other seabirds.

3.06 Landscaping, Structures, 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. All structures located on each Property shall be kept in attractive condition, in good order and repair, and free from visible deterioration. All grass and vegetation on each Property (whether vacant or improved with a dwelling) will be kept neatly trimmed and hedges and other vegetation pruned.

3.07 Signs. Signs shall be prohibited except (a) Declarant's signs in connection with the construction, promotion and sale of Kahoma Residential Subdivision; (b) not more than one standard broker's-type "for sale" sign on a Property in connection with resale of said Property; and (c) subdivision and road identification signs installed by the Declarant or the board of directors of the Association and approved by Declarant.

3.08 Applicable Laws and Setbacks. All structures, grading, landscaping and other ground-altering activities shall comply with all applicable setbacks, laws, rules and regulations.

Where requirements in this Declaration or its Exhibits are more stringent than applicable laws, rules and regulations, the requirements in this Declaration shall govern.

Setbacks for homes and garages are as follows:

Front yard	Minimum of 15 feet (Dwelling) Minimum of 20 feet (Garage)
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One-story homes side and rear	Minimum of 8 feet
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Two-story homes side and rear	Minimum of 10 feet
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Rear (Lots 32 through 54) Minimum of 20 feet

3.09 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, unless a formal written view easement shall have been specifically granted by the Owner(s) of any Property in favor of the applicant by the owner of the encumbered land and said easement shall have been recorded in the Bureau of Conveyances of the State of Hawaii.

#### 4. ASSOCIATION.

4.01 Membership. The Owners of each Property shall automatically be members of the Association and said membership will be mandatory.

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 appurtenant 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 2.08 concerning the recognition of certain other persons as "Owners."

4.02 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, the State of Hawaii or other governmental authority or any regulated public utility and upon the dedication thereof the land or facility so dedicated shall be deemed released from, and no longer subject to or encumbered by, this Declaration. NOTE: NEITHER THE STATE OF HAWAII NOR THE COUNTY OF MAUI HAS 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.

4.02A Management of Drainage Facilities. The Association shall be responsible for overseeing, managing and controlling Drainage Facilities in accordance with applicable laws, regulations and prevailing reasonable drainage management practices consistent with the operation and management plan set forth in Exhibit "B" attached hereto and made a part hereof.

4.03 Common Expenses. Each Property shall be subject to the obligation to pay an equal share, with every other Property, of 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 and record a notice of pending litigation against the delinquent Property or its owners.

Said lien or notice, 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.

4.04 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 3.09 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.

4.05 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 ten (10) 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 10-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. EASEMENTS.

5.01 Easements. The Plan and other legal documents applicable to Kahoma Residential Subdivision specifically describe certain Easements over, across and affecting certain Properties, over roadways, drainage areas and other areas, both within Kahoma Residential Subdivision and outside of it. Each of said Easements is hereby established for those purposes and in those locations ("Easement Areas") which are shown on the Plan, including but not limited to roadway, sewer, drainage and utility easements. 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. Certain Easements 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.

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, the State of Hawaii or the United States (in connection with the dedication of roadways under Section 5.03 below, or otherwise) Declarant shall have the authority, without the consent of the Association, to convey to the County of Maui any 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 or the State of Hawaii.

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.

5.02 Specific Easements and Association Responsibilities.  
Kahoma Residential Subdivision has specific easements for access, utilities and flowage as set forth in the following documents:

(a) Grant of Easement Rights (Access and Utilities), dated May 20, 2016, recorded as Document No. A-60010145;

(b) Grant of Easement (Access and Utilities); Consent, dated May 20, 2016, recorded as Document No. A-60010146A; and

(c) Grant of Drainage and Flowage Easement; Consent, dated May 20, 2016, recorded as Document No. A-60010147A.

All rights under said easements are held and enjoyed by the owners and occupants of all Properties and Kahoma Residential Subdivision as a whole, and are included in the common area under the jurisdiction of the Association. Without limiting the generality of the Association's functions and responsibilities hereunder, the Association assumes all obligations to manage, repair and replace all infrastructure improvements constructed by Declarant pursuant to the three easement documents listed above and to comply with and satisfy the insurance, indemnity and other contractual obligations of the "Grantee" under each such document.

5.03 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.

5.04 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 Kahoma Residential Subdivision 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; for establishing any necessary drainage structures or areas; and for establishing and governing archaeological sites, species preservation areas, and cultural preservation areas as may be required by law or governmental authority; 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.

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. ROADS.

6.01 Conveyance to the County. Declarant shall have the authority, without the consent of the Association, to convey to the County of Maui, State of Hawaii or the United States an easement to use, or legal title to, all or any part of any road or any utility easement within Kahoma Residential Subdivision. If, after Declarant's control shall have ceased as provided in Section 4.05 and title to any road shall not 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 this Declaration encumbering said road, shall automatically terminate. Notwithstanding the foregoing, Declarant's unilateral right to convey Lot 76 to a governmental body shall

continue beyond the Declarant's period of control under Section 4.05.

7. NUISANCES AND RISKS FROM OPERATIONS AND PUBLIC ACCESS.

7.01 Nuisances From Industrial, Agricultural, Kahoma Flood Channel and Other Operations. All owners and occupants of properties are hereby notified that nearby lands may be used for agricultural or industrial purposes. Also, the Subdivision is bordered on the north by the Kahoma Stream Floodway facility. Nuisances may occur from these and from construction and site work on individual Properties and the Common Areas. Owners, residents and other users of such property or neighboring properties may be subject to inconvenience, discomfort and the possibility of injury to property and health arising from nearby industrial uses, drainage facility maintenance work, agricultural practices and other areas and operations. Owners, occupants and users of such property or neighboring properties shall be prepared to accept such inconveniences, discomfort, and nuisances. The Declarant, and its respective officers, directors, employees, and agents of each, shall not have any liability or responsibility for any such nuisances.

8. ADMINISTRATIVE PROVISIONS.

8.01 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, 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.

8.02 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 non-binding arbitration. 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 preempt 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.

8.03 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.

8.04 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 thirty-five (35) 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 thirty-five (35) 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 three Properties.

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 4.05 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.

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:

(a) To correct any drafting or typographical error;

(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, (iii) any condition of government's acceptance of a road or other dedication of common areas; or (iv) any governmental approval, permit or order affecting the subdivision; or

(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.

The Declarant's rights reserved under this Section 8.04 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.

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

8.06 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: Queen Elizabeth II of England, and all descendants of such persons living on the date of this Declaration.

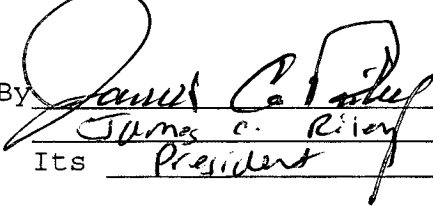
8.07 Notice of Sale or Transfer of Title. Upon the sale or transfer of title to any Property, the transferee shall promptly notify the board of directors of the Association in writing of the name of each new Owner of said Property and his or her mailing address and home and business phone numbers.



8.08 Records of Ownership and Notices. The Declarant and the Association shall be entitled to rely conclusively on the records of ownership of the Properties provided to the Association pursuant to Sections 8.07 and 2.08 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 and the Association 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.

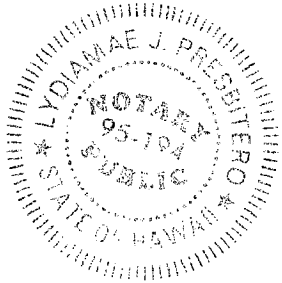
Executed the day and year first above written.

WEST MAUI LAND COMPANY, INC.

By   
\_\_\_\_\_  
James C. Riley  
Its President

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On 1/13/17, before me personally appeared James C. Riley,  
to me personally known, who, being by me duly sworn or affirmed,  
did say that such person(s) executed this 25-page Kahoma  
Residential Subdivision Declaration of Covenants, Conditions and  
Restrictions dated 1/9/17, in the Second Circuit  
of the State of Hawaii, as the free act and deed of such  
person(s), and if applicable, in the capacity(ies) shown, having  
been duly authorized to execute such instrument in such  
capacity(ies).



A handwritten signature in black ink, appearing to be "Lydiamae J. Presbitero".

Print Name: LYDIAMAE J. PRESBITERO  
Notary Public, State of Hawaii.

My commission expires: 4/24/19

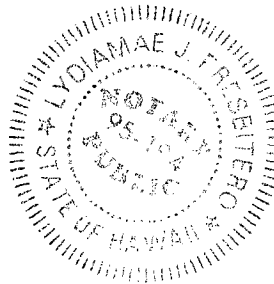


EXHIBIT "A"

PARCEL 5

TAX MAP KEY: (2) 4-5-10

SITUATED AT LAHAINA, MAUI, HAWAII

BEING PORTIONS OF R. P. 1840, L. C. AW. 424, AP. 1 AND 2  
TO KANEHOEWAA; R. P. 5666, L. C. AW. 4760, AP. 1 TO LELEHU;  
R. P. 2651, L. C. AW. 11150, AP. 4 TO KEONE;  
R. P. 1839, L. C. AW. 3702, AP. 2 TO D. MALO; R. P. 2650,  
L. C. AW. 312, AP. 1 TO KEAWEIWI; R. P. 4388, L. C. AW. 8452,  
AP. 4 TO A. KEOHOKALOLE; GRANT 1891, AP. 7 TO D. BALDWIN;  
GRANT 11073 TO PIONEER MILL COMPANY, LTD. AND  
GRANT 2993 TO W. AP. JONES  
BEING ALSO A PORTION OF PARCEL 5-A,  
KAHOMA STREAM FLOOD CONTROL PROJECT

Beginning at the Northwest corner of this Parcel of  
Land, being also the Southwest corner of Right-of-Way Parcel 7,  
Kahoma Stream Flood Control Project, the coordinates of said  
point of beginning referred to Government Survey Triangulation  
Station "LAINA" being 4,773.03 feet South and 3,757.12 feet West  
and running by azimuths measured clockwise from True South:

1. 282° 18' 124.42 feet along Right-of-Way Parcel  
7, Kahoma Stream Flood Control  
Project;
2. 192° 18' 70.00 feet along Right-of-Way Parcel  
7, Kahoma Stream Flood Control  
Project;
3. 276° 30' 50.89 feet along Right-of-Way Parcel  
7, Kahoma Stream Flood Control  
Project;
4. 279° 40' 206.30 feet along Right-of-Way Parcel  
7, Kahoma Stream Flood Control  
Project;
5. 274° 06' 309.16 feet along Right-of-Way Parcel  
7, Kahoma Stream Flood Control  
Project;

6. 265° 19' 309.17 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
7. 260° 08' 40" 103.18 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
8. 257° 32' 103.18 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
9. 252° 48' 257.66 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
10. 245° 31' 257.82 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
11. 241° 16' 154.21 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
12. 238° 30' 411.99 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
13. 227° 05' 150.33 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
14. 230° 54' 150.00 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
15. 242° 12' 40" 101.98 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
16. 230° 54' 5.05 feet along Right-of-Way Parcel 7, Kahoma Stream Flood Control Project;
17. 34° 00' 136.99 feet along L. P. 8352, L. C. Aw. 327 to Z. Kaauwai;



31. 154° 55' 12.09 feet along Lot 82, Kuhua Tract No. 3 (File Plan 516);
32. 66° 57' 101.44 feet along Lot 82, Kuhua Tract No. 3 (File Plan 516);
33. 77° 14' 80.83 feet along Lots 81 and 80, Kuhua Tract No. 3 (File Plan 516);
34. 84° 14' 23.78 feet along Lot 79, Kuhua Tract No. 3 (File Plan 516);
35. 93° 04' 25.93 feet along Lot 79, Kuhua Tract No. 3 (File Plan 516);
36. 103° 15' 60.30 feet along Lots 79 and 78, Kuhua Tract No. 3 (File Plan 516);
37. 112° 42' 143.40 feet along Lots 78 and 69, Kuhua Tract No. 3 (File Plan 516);
38. 100° 43' 80.10 feet along Lot 69, Kuhua Tract No. 3 (File Plan 516);
39. 90° 56' 24.98 feet along Lot 69, Kuhua Tract No. 3 (File Plan 516);
40. 70° 15' 24.11 feet along Lot 69, Kuhua Tract No. 3 (File Plan 516);
41. 63° 25' 63.88 feet along Lots 69 and 68, Kuhua Tract No. 3 (File Plan 516);
42. 51° 27' 144.18 feet along Lots 68, 55, 54, Kuhua Tract No. 3 (File Plan 516);
43. 51° 14' 80.01 feet along Lot 54, Kuhua Tract No. 3 (File Plan 516) and along Kopili Street;
44. 107° 01' 36.54 feet along Kopili Street;

45. 233° 50' 384.00 feet along Kahoma Stream Parcel  
6 (C.S.F. 21,571);
46. Thence, along the North side of Old Kahoma Stream, the  
direct azimuth and distance  
being:
- 91° 14' 17" 962.09 feet;
47. 181° 44' 136.11 feet along Parcel 1-B-1, Kahoma  
Stream Flood Control Project to  
the point of beginning and  
containing an area of 16.683  
acres, more or less.

Being all the property described in Warranty Deed  
recorded on December 5, 2013 in the Bureau of Conveyances of the  
State of Hawaii as Document No. A-50870283, between Kahoma  
Residential LLC, a Hawaii limited liability company, as Grantor,  
and West Maui Land Company, Inc., a Hawaii corporation, as  
Grantee.

SUBJECT, HOWEVER, to all matters of record.

END OF EXHIBIT "A"

Tax Key: (2) 4-5-010-005



## EXHIBIT "B"

### Kahoma Residential Subdivision

#### OPERATION AND MANAGEMENT PLAN FOR DRAINAGE FACILITIES

The Kahoma Residential Association (the "Association"), to be established as an unincorporated association or a Hawaii non-profit corporation, shall be responsible for overseeing, managing and controlling drainage structures, basins, subsurface drainage, spillways, grass swales, gratings and similar structures (the "Drainage Facilities") in accordance with applicable laws, regulations and prevailing reasonable drainage management practices consistent with this Operation and Management Plan and the Inspection and Action and Action Matrix attached hereto.

If the Association is unable or fails to carry out its maintenance responsibility to preserve and manage the condition of the Drainage Facilities on any Lot within the Kahoma Residential Subdivision (the "Subdivision") as needed to effectively manage and control drainage, then the Owner(s) of each Lot shall assume the responsibility of maintaining that portion of the Drainage Facilities located within the boundaries of said Lot, including repair of any storm-related erosion that may pose a threat to the safety or stability of buildings and other permitted structures. Said Owner(s) shall be entitled to receive reimbursement from the Association of all costs incurred in performing said work, as a common expense of the Association.

In all events dumping of clippings, vegetative waste and fill in the Drainage Facilities by any Owner of any lot within the Subdivision is strictly prohibited.

Reasonable drainage management practices shall include the following:

1. The Association shall check the Drainage Facilities for sediment buildup after any major storm event, not less frequently than annually and shall remove sediment buildup if and to the extent it shall impair the efficient operation of the Drainage Facilities.
2. The Association shall keep reasonable records of its maintenance actions.
3. If the Owner of a Lot on which a portion of the Drainage Facilities is located shall dump or place clippings, debris or other material in any Drainage Facilities the effect of which would be to impair the Drainage Facilities' efficient operation, the Association may remove all such materials and clean the Drainage Facilities and shall have the authority to levy a special assessment for the cost thereof against the Owner of the Lot to reimburse the Association for the cost thereof.
4. Neither the Association, nor any officer, director or employee of the Association shall be liable for any claim, loss, damage or expense which the Owner or any occupant of any Lot may suffer or incur as a result of any storm water runoff, drainage or failure of any Drainage Facilities to adequately manage drainage regardless of whether said claim, loss, damage or expense shall have been caused by any acts or omissions of the Association or any officer, director, agent or contractor of the Association or the failure of the Association to manage, maintain or operate the Drainage Facilities in accordance with this Plan.

## Kahoma Residential Subdivision

<b>Drainage Facilities Maintenance and Operation Inspection and Action Matrix</b>				
<u>Feature</u>	<u>Condition</u>	<u>Level at which action is needed</u>	<u>Action to take</u>	<u>Expected Result</u>
All Features (General)	Trash and Debris	When trash or debris exceeds 5 cubic feet per 1,000 square feet of area (the amount of trash which would fill up one standard size garbage can	Remove trash or debris	Trash or debris above allowed level does not exist
	Poisonous vegetation or noxious weeds	Poisonous vegetation or noxious weeds exist that impair inspection or maintenance of facilities	Remove the poisonous vegetation or noxious weeds	Poisonous vegetation or noxious weeds do not exist
	Contaminants or pollutants	Oil, gasoline, contaminants or other pollutants exist	Remove the contaminants or pollutants in coordination with State or Federal water quality response agency	Contaminants or pollutants do not exist
	Rodents	Any signs of rodent holes in any part of the drainage system features.	Remove the rodents and repair all holes that exist in any drainage system feature	No evidence of rodent holes
	Insects	Insects such as wasps or hornets that are present and that impair inspection or maintenance of facilities	Remove insects	Insects that might impair actions do not exist
	Tree growth	Tree growth that impairs maintenance and inspection of drainage system facilities	Remove trees in consultation with a certified arborist	Tree growth does not impair actions
	Vegetation	Vegetation that grows taller than 6 inches or that blocks openings	Trim or remove vegetation	Vegetation does not impair function of system
Spillway	Settlement	Any portion of spillway that has settled 4 inches lower than design elevation	Consult with licensed civil engineer to determine cause of settlement and repair to design	Spillway is restored to design elevation

## Kahoma Residential Subdivision

			elevation	
	<u>Condition</u>	<u>Level at which action is needed</u>	<u>Action to take</u>	<u>Expected Result</u>
	Erosion	Channel that is over 2 inches in depth	Stabilize by filling and compacting channel. If condition reoccurs, consult with licensed civil engineer to determine cause and to repair condition	No evidence of erosion
Basin	Erosion	Channel that is over 2 inches in depth	Stabilize by filling and compacting channel. If condition reoccurs, consult with licensed civil engineer to determine cause and to repair condition	No evidence of erosion
	Sediment	Accumulation of sediment that exceeds 10 % of the designed depth of the basin	Clear sediment from basin	Sediment in basin above allowed levels does not exist
	Fractures or cracks in sides	Fracture or crack that is over 2 inches deep	Stabilize by filling and compacting crack. If condition reoccurs, consult with licensed civil engineer to determine cause and to repair condition	No evidence of cracks or fractures
	Fence and Gate	Openings in or beneath fence that allows unauthorized access	Repair fence or gate to prevent unauthorized access	Unauthorized access is prevented.
Pipes	Flow reduced	Damage to piping, growth of tree roots or buildup of sediment	Use mechanical methods to remove roots and sediment	Stormwater flow is not reduced
Inlets	Blockage	Opening is blocked by more than 1/3 of its height	Remove trash, debris or other blockage	Inlets remain open
	Damage to structure	Separation of more than 3/4 inch from roadway or curbing	Consult with licensed civil engineer to determine cause and	Inlets show no signs of damage

## Kahoma Residential Subdivision

			to repair condition	
	<u>Level at which action is needed</u>	<u>Action to take</u>	<u>Expected Result</u>	<u>Condition</u>
	Grates	Grate is missing, partially in place or has missing or broken members	Repair or replace grate	Grates are in place and functional
Swales	Sediment accumulation	Sediment depth is 2 inches or more	Remove sediment deposits	Swale bottom is level and free from sediment
	Standing water	Water stands between storm events and does not drain freely	Remove sediment or debris or improve grade	Water drains freely
	Vegetation	Vegetation is greater than 10 inches	Mow swale to height of 3 to 4 inches	Vegetation is 3 to 4 inches in height
	Poor vegetation	Vegetation is bare, sparse, or eroded in 10 % or more of the swale	Determine cause of poor vegetation growth, address cause and replant	Vegetation covers 90 % or more of swale