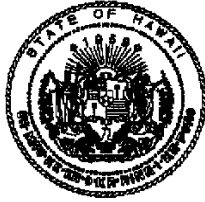


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BUREAU OF CONVEYANCES
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/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

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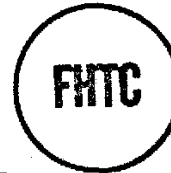
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Makila Land Co. LLC
33 Lono Avenue, Suite 450
Kahului, HI 96732

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MAKILA NUI
(Also known as Mahanalua Nui Phase V)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Declarant: Makila Land Co., LLC
33 Lono Avenue, Suite 450
Kahului, Hawaii 96732

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**MAKILA NUI
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

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MAKILA NUI
Declaration of Covenants, Conditions and Restrictions

This Declaration is dated this 8th day of February, 2007, and is executed by MAKILA LAND CO., LLC, a Hawaii limited liability company, whose principal place of business is 33 Lono Avenue, Suite 450, 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 nine (9) agricultural lots described on the Plan (defined below) as Lots 1 through 9, inclusive, and one (1) road lot, described as Lot 11, all of the Mahanalua Nui Subdivision Phase V, and all to be known hereafter as "Makila Nui". This Declaration shall not apply to or encumber Lot 10 (Remnant), containing 251.748 acres more or less, as shown on the Plan.

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 said Lot 10) 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 Nui 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 "Common Area" means (a) Roadway Lot 11 and appurtenant landscaping within Makila Nui which are not included within the area of any Property (defined below), if and so long as said road shall not have been dedicated to and accepted by the County of Maui or the Mahanalua Nui Homeowner's Association as a common area of Mahanalua Nui; (b) designated waterlines and waterline easements not owned by the water provider which serve more than one lot or the subdivision as a whole; (c) all drainage easements held by the Association; (d) Easements 1, 2 and 7 as set forth in the Makila Nui Declaration of Easements-Archaeological Streambed Park, dated Feb. 8, 2007, recorded as Document No. Doc 2007-039990; (e) Easements 4, 5, 6 and 8 as set forth in the Makila Nui Declaration of Easements-Cultural and Native Plant Preservation, Restoration, Education and Resource Area, dated Feb. 8, 2007, recorded as Document No. Doc 2007-039991; (f) all protected areas described in Exhibit "E" (collectively the "General Protected Areas"); (g) Easements 3, 9, 9-A, 10, 10-A, 12, 13 and A-1, as set forth in the Makila Nui Declaration of Easements-Hiking Trails, dated Feb. 8, 2007, recorded as Document No. Doc 2007-039992; (h) 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 Makila Nui as a whole or as may be required by governmental authorities; and (i) 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 "Conservation and Restrictive Easements" means (a) those easements defined in Section 2.03, clauses (d) and (e) above; and (b) the Deed of Conservation Easement Including Development Rights, dated Feb. 28, 2007 and recorded in the State of Hawaii Bureau of Conveyances as Document No. Doc 2007-039993 (the "Conservation Easement").

2.05 "Association" shall mean the Makila Nui 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.

2.06 "Property" and "Lot" means each of the subdivided Lots numbered 1 through 9 in Makila Nui, inclusive, described on the Plan; and any other Properties which may be created under Section 3.10 below or added to this Declaration by Declarant in its discretion.

2.07 "Neighborhood" and "Makila Nui" mean Makila Nui as 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).

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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 "Mahanalua Nui Subdivision, Phase V," dated September 19, 2005, revised to December 13, 2006, prepared by Austin, Tsutsumi & Associates, Inc., as approved by the County of Maui on December 14, 2006, 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. Makila Nui is an agricultural subdivision and shall be subject to the Hawaii Right to Farm Act, HRS Chapter 165. Under the law, all lots may be used only for agricultural uses including farm dwellings, orchards, crops, ranching and other productive agricultural pursuits, all as permitted by the County of Maui Zoning Ordinance and the State of Hawaii Land Use Law, HRS Chapter 205, as amended from time to time. All buildings and structures shall comply with all applicable County of Maui codes and regulations. (Additional use restrictions shall apply as set forth in subparagraph (c) below.)

(a) State Law Provisions. The specific requirements of HRS 205-4.5 as they exist on the date of this Declaration are as follows:

Section 205-4.5 Permissible uses within the agricultural districts. Within the agricultural district all lands with soil classified by the land study bureau's detailed land classifications as overall (master) productivity rating class A or B shall be restricted to the following permitted uses:

- (1) Cultivation of crops, including but not limited to flowers, vegetables, foliage, fruits, forage, and timber;
- (2) Game and fish propagation;
- (3) Raising of livestock, including but not limited to

poultry, bees, fish, or other animal or aquatic life that are propagated for economic or personal use;

(4) Farm dwellings, employee housing, farm buildings, or activity or uses related to farming and animal husbandry; Farm dwellings as used in this paragraph means a single-family dwelling located on and used in connection with a farm, including clusters of single-family farm dwellings permitted within agricultural parks developed by the State, or where agricultural activity provides income to the family occupying the dwelling;

(5) Public institutions and buildings which are necessary for agricultural practices;

(6) Public and private open area types of recreational uses including day camps, picnic grounds, parks, and riding stables, but not including dragstrips, airports, drive-in theaters, golf courses, golf driving ranges, country clubs and overnight camps;

(7) Public, private, and quasi-public utility lines and roadways, transformer stations, communications equipment buildings, solid waste transfer stations, major water storage tanks, and appurtenant small buildings such as booster pumping stations, but not including offices or yards for equipment, material, vehicle storage, repair or maintenance, or treatment plants, or corporation yards, or other like structures;

(8) Retention, restoration, rehabilitation, or improvement of buildings or sites of historic or scenic interest;

(9) Roadside stands for the sale of agricultural products grown on the premises;

(10) Buildings and uses, including but not limited to mills, storage, and processing facilities, maintenance facilities, and vehicle and equipment storage areas that are normally considered directly accessory to the abovementioned uses and are permitted under section 205-2(d);

(11) Agricultural parks; or

(12) Wind energy facilities, including the appurtenances associated with the production and transmission of wind

generated energy; provided that such facilities and appurtenances are compatible with agriculture uses and cause minimal adverse impact on agricultural land.

Under the law, uses not expressly permitted as set forth above shall be prohibited, except the uses permitted as provided in HRS Sections 205-6 and 205-8, and construction of single-family dwellings on lots existing before June 4, 1976. Any other law to the contrary notwithstanding no subdivision of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B shall be approved by a county unless the said A and B lands within the subdivision shall be made subject to the restriction on uses as prescribed in this section and to the condition that the uses shall be primarily in pursuit of an agricultural activity.

Any deed, lease, agreement of sale, mortgage or other instrument of conveyance covering any land within the agricultural subdivision shall expressly contain the restriction on uses and the condition as prescribed in this section which restriction and condition shall be encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

If the foregoing requirement of encumbrances running with the land jeopardizes the owner or the lessee from obtaining mortgage financing from any of the mortgage lending agencies set forth hereinbelow, and said requirement is the sole reason for failure to obtain mortgage financing, then such requirement of encumbrances shall, insofar as such mortgage financing is so jeopardized, be conditionally waived by the appropriate county enforcement officer; provided that such conditional waiver shall thereafter become effective only in the event that the property is subjected to foreclosure proceedings by the mortgage lender.

The mortgage lending agencies mentioned hereinabove are the Federal Housing Administration, Federal National Mortgage Association, Veterans Administration, Small Business Administration, United States Department of Agriculture, Federal Land Bank of Berkeley, Federal Intermediate Credit Bank of Berkeley, Berkeley Bank for Cooperatives, and other federal, state or private mortgage lending agency qualified to do business in Hawaii, and their respective successors and assigns.

Within the agricultural district all lands, with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class C, D, E, or U shall be restricted to the uses permitted for agricultural districts as set forth in section 205-5(b).

Notwithstanding any other provision of HRS Chapter 205 to the contrary, golf courses and golf driving ranges approved by a county before July 1, 2005, for development within the agricultural district shall be permitted uses within the agricultural district. [However no golf course driving range was approved by the County of Maui before July 1, 2005, and no such facility would be permitted in any event under Maui County Code Ch. 19.30A.]

(b) Limitation on Restrictions. HRS Section 205-4.6 provides that private restrictions and covenants on agricultural uses and activities are prohibited. Any such restrictions shall be voidable subject to special restrictions enacted by the County of Maui by ordinance pursuant to HRS Section 46-4, except that restrictions taken to protect environmental or cultural resources shall not be void or voidable.

(c) Maui County Code Provisions Under Maui County Code Section 19.30A.050B. The following is a summary of the use restrictions established by the Maui County Code. Dwellings on agriculturally zoned land are limited to "Two farm dwellings per lot, one of which shall not exceed 1,000 square feet of [enclosed living area]." Under HRS Section 205-4.5 "Farm Dwellings" are limited to those dwellings which are single family dwellings "used in connection with a farm" or "where agricultural activity provides income to the family occupying the dwelling."

Section 19.04.040 defines "farm" as "a lot on which the majority of the land is used for and the predominant activity is agriculture and/or agricultural land conservation."

The term "agriculture" under Maui County Code Section 19.04.040 means "the production of plant and animal life for food and fiber, and for raw materials for proposed products. Agriculture includes but is not limited to fruit, vegetable, and flower growing; forestry; aquaculture; bee keeping; grazing and dairying; and their accompanying services and facilities."

The term "agricultural land conservation" under Maui County Code Section 19.04.040 means "the planting of self-nourishing plants and trees to achieve soil conservation and environmental benefits, including but not limited to soil nourishment, prevention of soil erosion, improvement of air quality, and habitat restoration."

(d) Additional Restrictions in Conservation and Restrictive Easements. In addition to the restrictions required by law in subparagraphs (a) and (b) above, each Property is further subject to additional restrictions contained in the Conservation and Restriction Easements defined in Sections 2.03 and 2.04 above, limiting the use of portions of said Property to the preservation of environmental and cultural resources, the preservation and propagation of native plant species and certain passive, non-commercial recreational activities which do not impair or conflict with the foregoing.

These restrictions may be more restrictive than those listed under subparagraphs (a) and (b) above, and where there is a conflict, the more restrictive provision shall apply, in each case. Note: The restrictions on "activities" in specific areas within the general protected areas vary, depending on the location of the activities and the controlling document. Reference is made to each of the Conservation and Restrictive Easements defined in Sections 2.03 and 2.04 for a more detailed explanation.

The Association shall have the right and easement to enter each property and to enforce all restrictions contained in the Construction and Restrictive Easements and to perform all functions and tasks for which the Association shall be responsible thereunder, as a common expense of the Association.

(e) Additional Restrictions to Protect Native Species. No plants shall be introduced or cultivated on any property which is listed in "Hawaii's Most Invasive Horticultural Plants" attached hereto as Exhibit "D", as said list may be amended or updated (or replaced) by the Hawaii State Department of Land and Natural Resources, Division of Forestry and Wildlife (or any successor agency).

3.02 Vehicles and Parking. All vehicles shall be housed in a garage or barn. 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, taxicabs, other non-agricultural vehicles 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.

Notwithstanding anything herein to the contrary, this Section 3.02 shall not apply to or restrict the placement, parking, use, repair, storage, maintenance or holding of tractors or any other types of agricultural vehicles or equipment.

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. Agricultural waste shall be managed and maintained in a prudent and responsible manner. 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. Detailed exterior lighting standards are attached hereto as Schedule 1 to Exhibit B, and shall be complied with.

3.06 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.

3.07 Easement Areas. No buildings or other structures shall be built within that portion of any property located within any area encumbered by any Conservation and Restrictive Easement, defined in Section 2.04 above.

3.08 Signs. Signs shall be prohibited except (a) Declarant's signs in connection with the construction, promotion and sale of Makila Nui; (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.

3.09 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 (or other system as required by applicable law) shall be required for all systems located on Lots 8 and 9 within one thousand feet (1000') of a well.

3.10 Further Divisions of Properties. No Property shall be further resubdivided into smaller parcels except by condominium conversion into not more than 2 condominium units on any Property. Each condominium unit shall be deemed to be a separate Property hereunder and its owner(s) shall be a member (or members) of the Association; but each unit shall have a vote equal to 50% of the vote which was applicable to the entire Property before condominium conversion and each unit shall be responsible for the common area expenses equal to 100% of the obligation which was applicable to the Property before condominium conversion, so that each unit will be deemed a separate "Property" for purposes of Section 5.03 below and Article XI, Section 1 of the Bylaws.

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

3.12 Conservation and Restrictive Easements and Archaeological Sites. All properties are subject to the terms and provisions of the Conservation and Restrictive Easements defined in Sections 2.03 and 2.04 above. Archaeological sites are subject to the requirements of the Archaeological Preservation Plan, dated February 2006, by Scientific Consultant Services Inc.

3.13 Setbacks and Limitations on Building Areas. No structures, grading, landscaping or other ground-altering activities, except as necessary for the cultivation of native species, shall be permitted within any Property except within the permitted building area (called the "Homestead Area") defined for each property as set forth in Exhibit "C" hereto.

3.14 Compliance With Design Standards and Applicable Laws. All structures, grading, landscaping and other ground-altering activities shall comply with the Design Standards attached hereto as Exhibit B as they may be amended from time to time and all applicable 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.

3.15 Driveway Access Restrictions. Lots 3, 4, 5 and 6 are subject to restrictions on the location of driveway access on Road Lot 11, Wailana Place. If an owner desires to change the permitted location, said Owner may apply to do so at said owner's expense by contacting the County of Maui.

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 Nui which may be out of harmony with Makila Nui 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.

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 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.

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 Nui) as part of the development or initial sale of Makila Nui; (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.

4.03 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.

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.

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 been received by said Committee in accordance with the Design Standards and all rules and requests of said Committee, all requests and rules of said Committee shall have been complied with, and all assessments shall have been paid.

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.

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 Nui. 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).

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 Nui or the Declarant.

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.

4.06 Variances. 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.

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.

4.08 Design Standards. The Design Standards attached hereto as Exhibit B are hereby adopted by the Declarant as the Design Standards for Makila Nui. 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 8.04 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 procedural 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.

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.

5. ASSOCIATION.

5.01 Membership. The Owners of each Property shall automatically be members of the Makila Nui Homeowners Association, Inc., a Hawaii non-profit corporation and said membership will be mandatory.

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 Launiupoko or nearby areas and which shall also serve or be associated with Makila Nui.

Similarly, the Declarant in its discretion may expand the scope, functions

and membership of Makila Nui Homeowners Association, Inc. to include common areas, properties and members outside of Makila Nui, regardless of whether or not contiguous.

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."

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.

The scope of Association's authority over the easements defined in Section 2.03, clauses (c), (d) and (e) is set forth in the document referred to therein, establishing each such easement.

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.

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.

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 3.13 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.

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 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.

6. 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, including but not limited to the Conservation and Restrictive Easements and the Easements described in Section 2.03(g) above, and all 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 (in connection with the

dedication of roadways under Section 6.03 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.

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.

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.

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 Nui 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, cultural preservation areas, and recreational access 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.

In addition, so long as the Declarant owns any portion of the land described on Exhibit "A" of this Declaration or any portion of Lot 10 ("Remnant"), 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.

7. ROADS.

7.01 Use. A non-exclusive, 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 Lot 11 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 road. Note that the public may have rights of access over the road as may be required by law or the County of Maui.

All common expenses relating to the maintenance, repair, insuring, operation and replacement of Road Lot 11 shall be charged to and paid by all Lots 1 through 9, inclusive, in equal shares.

7.02 Responsibility. From and after the date on which Road Lot 11 or other 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 Roads Within Mahanalua Nui Subdivision. The Properties within Makila Nui have the right to use roadways within Mahanalua Nui as set forth in that certain Grant of Non-Exclusive Easement For Roadway Use, dated August 28, 2006, between Launiupoko Associates, LLC and Makila Land Co., LLC, recorded in the State of Hawaii Bureau of Conveyances as Document No. 2006-172830 (the "Grant of Easement"). Under the Grant of Easement Mahanalua Nui Homeowners Association, Inc. shall charge all lots now existing or hereafter to be developed within Lot 2 of the Launiupoko (Large-Lot) Subdivision No. 2 including Makila Nui a portion of all costs of maintaining, operating, insuring, repairing and replacing said roads. All Properties within Makila Nui are entitled to the benefit of said easement as appurtenant to each Property and each property in Makila Nui has an obligation to pay its proportionate share of all costs to Mahanalua Nui Homeowners Association, Inc., which is responsible for the management and governance of said road lots. Each Property shall pay its

proportionate share of all costs in accordance with the Grant of Easement and shall be subject to any legal action or lien for enforcement as set forth in the Grant of Easement.

The owners and occupants of all Properties shall also comply with all reasonable rules and regulations established by Mahanalua Nui Homeowners Association, Inc. in connection with the use of said roadways, which rules and regulations shall also be applicable to all lots in the Mahanalua Nui Subdivision, in common with the Properties in Makila Nui.

7.04 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 AND RISKS FROM OPERATIONS AND PUBLIC ACCESS.

8.01 Nuisances From Agricultural and Other Operations. All owners and occupants of properties are hereby notified that lands within the agricultural zoning district are used for agricultural purposes as well as 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 normal and accepted agricultural practices and other operations. Such normal and accepted agricultural practices and operations include but are not limited to noise, odors, dust, smoke, the operation of machinery of any kind, and the storage and disposal of manure and the use of pesticides, herbicides and other agricultural chemicals. Owners, occupants and users of such property or neighboring properties shall be prepared to accept such inconveniences, discomfort, and the possibility of injury from normal agricultural and other operations. The Declarant, and its respective officers, directors, employees, and agents of each, shall not have any liability or responsibility for any such noise, dust, emissions and nuisances.

8.02 Public Access Risks. Certain properties are encumbered by easements which permit third parties and the public to enter the property for conservation, preservation, research, recreational and other purposes, as described in Section 2.03,

clauses (c), (d) and (e) and Section 3.01(d) above. Such entry and access may result in noise, inconvenience, breach of property security, vandalism and other nuisances, as well as the risk of claims of liability for personal injury and property damage arising out of such entry and activities. The Declarant, the Association and their respective officers, directors, employees and agents shall have no liability or responsibility for any such events, nuisances or liabilities.

9. WATER SYSTEM DISCLOSURES AND WARNINGS.

9.01 Water System Disclosures and Warnings. Prior to the date of this Declaration two affiliated corporations have been established, Launiupoko Water Co., LLC and Launiupoko Irrigation Co., LLC, to provide potable and non-potable water service to several subdivisions including Makila Nui. Said corporations are regulated by the State of Hawaii Public Utilities Commission.

All lot owners should be aware, and are hereby warned, as follows:

(a) Each water system may be subject to interruptions and cessations in service, changes in water quality or water quantity, and other problems which may occur in the operation of private water systems. Also water pressure may be inadequate to meet the needs of property owners. Property owners are warned that if they desire to protect themselves against such changes or inconveniences, property owners may wish to construct supplemental water facilities on their own properties, including water storage facilities and pumps to boost the pressure of water service.

(b) The non-potable water provided by Launiupoko Irrigation Co., LLC is for irrigation purposes and is not suitable for drinking or domestic use. Such water is provided from surface water sources and may contain bacteria which are extremely hazardous to health. All property owners accepting non-potable water service are instructed to warn their family, guests, tenants, visitors and successors in title of these risks and the unsuitability of the water for human consumption or domestic use.

(c) Also, neither the Declarant nor Launiupoko Associates LLC, nor Launiupoko Irrigation Co., LLC shall be responsible if for any reason the source of non-potable water is withdrawn from use. The control of surface waters in the State of Hawaii is vested in the State of Hawaii Water Resources Commission. The right of the use of said sources for irrigating Mahanalua Nui Subdivision (and other developed areas served by it) has been challenged by certain parties.

(d) Each water system is subject to limitations on the amount of water use by each Property and rationing restrictions if the demand for water exceeds the supply, or if shortage or a decline in water quality occurs, either temporary or permanent.

(e) Also, water pressure may be insufficient to provide adequate fire protection for any residence or structure to be constructed on a property. Property owners should consult with a qualified expert to determine this risk and to design and install storage, stand pipes, sprinkler system, pumps and other auxiliary measures as may be necessary or appropriate for fire protection.

(f) Neither the Declarant, the Association, the water company supplying the water service, or the officers, directors, employees, or agents of any of them shall be liable with respect to any of the foregoing risks and concerns.

10. ADDITIONAL LOTS.

10.01 Addition of Lots. Declarant has the right to add additional lots in both Makila Nui and outside of Makila Nui, 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 2.05, 2.06 and 3.10.

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, 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 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.

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 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 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.

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 or (iii) any governmental approval, permit or order affecting the subdivision;
- (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

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

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.

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.

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.

11.07 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.

11.08 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 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 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.


11.09 Act 5 as an Overriding Rule. On July 8, 2003, Act 5 was enacted by the Legislature of the State of Hawaii, which invalidates all restrictions on "agricultural uses and activities defined in Sections 205-2(d) and 205-4.5(a) [of Hawaii Revised Statutes] on lands classified as agricultural." All restrictions, rules and regulations contained in this Declaration, and amendments hereto, and any rules adopted by the Board of Directors under Section 5.04 shall be subject to Act 5 as an overriding rule and shall control in the event of any conflict. If it shall be determined that any restriction shall violate Act 5 said restriction shall be deemed void, anything in this Declaration to the contrary notwithstanding. The determination as to whether a violation exists shall be

binding upon all owners and occupants of all Properties when made by any administrative agency having jurisdiction, the attorney for the Association, the board of directors, any arbitrator, or any regulatory body or court of law having jurisdiction.

If any provision of this Declaration shall be determined to be void or voidable under Act 5, that determination shall not render any other provision of this Declaration void or voidable.

Executed the day and year first above written.

MAKILA LAND CO., LLC

By: 
Peter K. Martin
Its: Managing Member

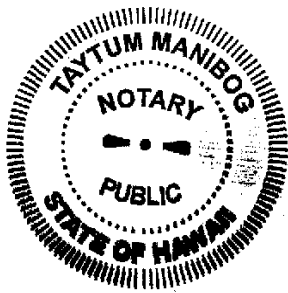
"Declarant"

STATE OF HAWAII)

) SS.

COUNTY OF MAUI)

On this 8th day of February, 2006, 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.



Tatum Manibog

Notary Public, State of Hawaii

Printed Name: Tatum Manibog

My Commission Expires: 2-29-2008

EXHIBIT 'A'
Description of Lot 1

MAHANALUA NUI SUBDIVISION PHASE V

LOT 1

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips.

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the North corner of this parcel of land, being also the East corner of Lot 24 of Mahanalua Nui Subdivision Phase IV, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 774.17 feet North and 1,104.75 feet West, and running by azimuths measured clockwise from true South:

1. 312° 07' 1,096.77 feet along Lot 2 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

2. 24° 48' 1,171.72 feet along Lots 3 and 4 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

3. 138° 45' 58" 532.15 feet along Lot 10 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Lot 30 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 105.50 feet, the chord azimuth and distance being:

4. 211° 44' 55" 156.55 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

5. 163° 51' 155.45 feet along Lot 30 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
6. 155° 30' 30" 158.06 feet along Lot 29 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
7. 161° 02' 10" 184.83 feet along same;
8. 149° 22' 30" 16.04 feet along same;
9. 133° 33' 40" 146.52 feet along Lots 29 and 27 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
- Thence along Lot 27 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 164.50 feet, the chord azimuth and distance being:
10. 116° 08' 40" 98.48 feet;
11. 98° 43' 40" 180.97 feet along Lot 27 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
- Thence along Lots 27 and 26 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 93.00 feet, the chord azimuth and distance being:
12. 113° 23' 45" 47.10 feet;

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13.	128° 03' 50"	89.91 feet	along Lot 26 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
14.	136° 52' 40"	32.13 feet	along same;
15.	172° 24' 50"	26.27 feet	along same;
16.	190° 04' 20"	8.87 feet	along same;
17.	231° 25' 20"	10.45 feet	along same;
18.	236° 54' 20"	28.76 feet	along Lot 25 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
19.	244° 34' 40"	112.64 feet	along same;
20.	228° 07' 20"	53.04 feet	along same;
21.	212° 17'	81.58 feet	along same;
22.	228° 31'	224.13 feet	along Lots 25 and 24 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
23.	255° 27'	113.80 feet	along Lot 24 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
24.	231° 37' 40"	85.62 feet	along same;
25.	224° 04' 20"	104.09 feet	along same, to the point of beginning and containing an area of 25.801 Acres.

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WAILUKU, MAUI, HAWAII 96783

Together with Easement AC-1, affecting Lot 24 of Mahanalua Nui Subdivision Phase IV, for access and utility purposes.

Reserving, therefrom, the following easements:

Easement P-1 for conservation purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 9-A for trail purposes, in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro exp 04/08

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
December 20, 2006

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'
Description of Lot 2

MAHANALUA NUI SUBDIVISION PHASE V

LOT 2

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the West corner of this parcel of land, being also the East corner of Lot 24 of Mahanalua Nui Subdivision Phase IV, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 774.17 feet North and 1,104.75 feet West, and running by azimuths measured clockwise from true South:

1. 252° 09' 10" 193.19 feet along Lot 23 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
2. 267° 08' 109.54 feet along same;

Thence along Lot 23 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 68.00 feet, the chord azimuth and distance being:
3. 223° 24' 40" 94.00 feet;
4. 179° 41' 20" 50.10 feet along Lot 23 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
5. 145° 24' 20" 180.03 feet along same;
6. 117° 37' 30" 117.18 feet along same;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96783

- | | | | |
|-----|--------------|-------------|---|
| 7. | 104° 27' 30" | 243.50 feet | along Lot 21 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 8. | 143° 40' 40" | 157.22 feet | along same; |
| 9. | 196° 59' | 49.56 feet | along same; |
| 10. | 242° 17' 20" | 362.59 feet | along same; |
| 11. | 275° 22' 20" | 169.34 feet | along Lot 16 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 12. | 302° 00' 30" | 112.82 feet | along same; |
| 13. | 282° 42' 50" | 354.90 feet | along same; |
| 14. | 278° 59' 20" | 206.23 feet | along Lots 16 and 15 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 15. | 297° 41' 30" | 564.03 feet | along Lot 15 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 16. | 55° 01' | 447.00 feet | along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 17. | 17° 28' | 619.22 feet | along same; |
| 18. | 24° 48' | 252.89 feet | along same; |

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

19. 132° 07' 1,096.77 feet along Lot 1 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, to the point of beginning and containing an area of 26.804 Acres.

Together with Easement AC-2, affecting Lot 21 of Mahanalua Nui Subdivision Phase IV, for access and utility purposes.

Subject, however, to portion of Easement D for electrical transmission purposes in favor of Maui Electric Co. Ltd.

Reserving, therefrom, the following:

Easement C for water/fire exit purposes, in favor of Makila Nui Homeowners Association, Launiupoko Water Co. LLC and Launiupoko Irrigation Co. LLC. ;

Easement P-2 for conservation purposes in favor of Makila Nui Homeowners Association;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro exp 01/08

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS - SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'

Description of Lot 3

MAHANALUA NUI SUBDIVISION PHASE V

LOT 3

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the Northeast corner of this parcel of land,
being also the Southeast corner of Lot 13-A, being a portion of
Lot 13 of Mahanalua Nui Subdivision Phase IV, the coordinates of
said point of beginning referred to Government Survey
Triangulation Station "LAUNIUPOKO" being 775.98 feet North and
1,288.35 feet East, and running by azimuths measured clockwise
from true South:

1. 331° 46' 44" 159.15 feet along Roadway Lot 11 (Wailau
Place) of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11
(Wailau Place) of Mahanalua
Nui Subdivision Phase V, along
the remainder of R. P. 1358,
L. C. Aw. 82 to Thomas
Phillips, on a curve to the
right with a radius of 100.00
feet, the chord azimuth and
distance being:

2. 7° 05' 22" 115.60 feet;

3. 42° 24' 333.22 feet along Roadway Lot 11 (Wailau
Place) of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips;



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WAILUKU, MAUI, HAWAII 96793

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 500.00 feet, the chord azimuth and distance being:

4. 56° 48' 248.69 feet;

5. 71° 12' 77.29 feet along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:

6. 98° 11' 18.15 feet;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 48.00 feet, the chord azimuth and distance being:

7. 92° 01' 45" 52.48 feet;

8. 148° 25' 180.12 feet along Lot 4 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

9. 69° 42' 1,108.70 feet along same;



10. 204° 48' 419.81 feet along Lots 1 and 2 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
11. 197° 28' 619.22 feet along Lot 2 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
12. 235° 01' 447.00 feet along same;
13. 297° 41' 30" 191.21 feet along Lots 15 and 14 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
14. 287° 57' 10" 363.67 feet along Lots 14 and 13-A of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
15. 296° 39' 40" 333.87 feet along Lot 13-A of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
- Thence along Lot 13-A of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:
16. 263° 51' 40" 108.34 feet to the point of beginning and containing an area of 25.868 Acres.

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

Subject, however, to the following:

Portion of Easement D for electrical transmission purposes, in favor of Maui Electric Co. Ltd.;

Portion of Easement O-1, for electrical transmission purposes, in favor of Maui Electric Co., Ltd.

Reserving, therefrom, the following:

Restriction of rights of vehicular access into and from Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V over and across courses 1 to 5, inclusive, of the above described Lot 3;

Portion of Easement 4 for cultural and native plant purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 9 for trail purposes, in favor of Makila Nui Homeowners Association;

Easement P-3 for conservation purposes in favor of Makila Nui Homeowners Association;

Portion of Easement 9-A for trail purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement O-3, for electrical transmission purposes, in favor of Maui Electric Co., Ltd.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro exp 7/07

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

8. 53° 59' 1,368.55 feet along same;
9. 138° 45' 58" 401.80 feet along Lot 10 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, to the point of beginning and containing an area of 27.756 Acres.

Reserving, therefrom, the following easements:

Portion of Easement 4 for cultural and native plant purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 9 for trail purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 9-A for trail purposes in favor of Makila Nui Homeowners Association;

Easement P-4 for Conservation Purposes in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro exp 0/08

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'
Description of Lot 5

MAHANALUA NUI SUBDIVISION PHASE V

LOT 5

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the Northeast corner of this parcel of land,
being also the South corner of Lot 6 of Mahanalua Nui Subdivision
Phase V, the coordinates of said point of beginning referred to
Government Survey Triangulation Station "LAUNIUPOKO" being 524.40
feet South and 1,285.15 feet East, and running by azimuths
measured clockwise from true South:

Along Lot 10 of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips,
along center of gulch for the
next two (2) courses, the
direct azimuths and distances
between points on said center
of gulch being:

1. 49° 07' 10" 805.40 feet;
2. 40° 36' 30" 1,090.70 feet;
3. 138° 45' 58" 734.49 feet along Lot 10 of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips;
4. 233° 59' 1,368.55 feet along Lot 4 of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips;
5. 157° 12' 80.22 feet along same;
6. 192° 37' 238.81 feet along same;
7. 209° 19' 303.52 feet along same;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
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1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 48.00 feet, the chord azimuth and distance being:

8. 281° 20' 65.39 feet;

9. 320° 30' 726.69 feet along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, to the point of beginning and containing an area of 25.019 Acres.

Reserving, therefrom, the following easements:

Portion of Easement 9-A for trail purposes in favor of Makila Nui Homeowners Association;

Easement P-5 for Conservation Purposes in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro ERT 2/15

ERIK S. KANESHIRO

Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'
Description of Lot 6

MAHANALUA NUI SUBDIVISION PHASE V

LOT 6

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the East corner of this parcel of land, being also the South corner of Lot 7 of Mahanalua Nui Subdivision Phase V, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 147.50 feet South and 2,483.33 feet East, and running by azimuths measured clockwise from true South:

Along Lot 10 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, along center of gulch for the next two (2) courses, the direct azimuths and distances between points on said center of gulch being:

1. 74° 31' 30" 642.30 feet;
2. 70° 27' 43" 614.55 feet;
3. 140° 30' 726.69 feet

along Lot 5 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 48.00 feet, the chord azimuth and distance being:

4. 217° 49' 33.75 feet;



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CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:

5. 224° 13' 18.15 feet;

6. 251° 12' 77.29 feet along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 540.00 feet, the chord azimuth and distance being:

7. 236° 48' 268.59 feet;

8. 222° 24' 359.37 feet along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:

9. 244° 38' 22.70 feet;



Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 48.00 feet, the chord azimuth and distance being:

10. 186° 14' 45" 94.72 feet;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:

11. 132° 53' 45" 27.49 feet;

Thence along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 140.00 feet, the chord azimuth and distance being:

12. 155° 58' 22" 20.48 feet;

13. 151° 46' 44" 173.68 feet along Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

14. 218° 41' 40" 453.57 feet along Lot 12 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;



15. 326° 00' 1,579.17 feet along Lot 7 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, to the point of beginning and containing an area of 29.233 Acres.

Subject, however, to the following easements:

Portion of Easement D for electrical and transmission purposes, in favor of Maui Electric Co. Ltd.;

Portion of Easement O-1 for electrical transmission purposes, in favor of Maui Electric Co., Ltd.;

Reserving, therefrom, to the following:

Portion of Easement 10 for trail purposes, in favor of Makila Nui Homeowners Association;

Easement P-6 for Conservation Purposes in favor of Makila Nui Homeowners Association;

Easement A-1 for trail, access, and utility purposes in favor of Makila Nui Homeowners Association and Makila Land Co. LLC.;

Portion of Easement O-3 for Electrical transmission purposes in favor of Maui Electric Co. Ltd.;

Restriction of rights of vehicular access into and from Roadway Lot 11 (Wailau Place) of Mahanalua Nui Subdivision Phase V, over and across courses 6 to 13, inclusive, of the above described Lot 6.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro EX-1/03

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'

Description of Lot 7

MAHANALUA NUI SUBDIVISION PHASE V

LOT 7

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the South corner of this parcel of land, being also the East corner of Lot 6 of Mahanalua Nui Subdivision Phase V, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 147.50 feet South and 2,483.33 feet East, and running by azimuths measured clockwise from true South:

1. 146° 00' 1,579.17 feet along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
2. 218° 41' 40" 195.35 feet along Lot 12 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
3. 235° 03' 352.77 feet along Roadway Lot 11 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Roadway Lot 11 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 94.00 feet, the chord azimuth and distance being:

4. 166° 18' 25" 175.21 feet;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

- | | | | |
|-----|--------------|---------------|---|
| 5. | 97° 33' 50" | 78.00 feet | along Roadway Lot 11 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 6. | 169° 46' 50" | 72.67 feet | along Lots 8 and 7 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 7. | 193° 30' | 179.41 feet | along Lot 7 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 8. | 207° 59' 30" | 80.99 feet | along same; |
| 9. | 191° 18' 10" | 119.28 feet | along same; |
| 10. | 270° 05' | 233.69 feet | along Lot 8 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 11. | 252° 26' | 173.71 feet | along same; |
| 12. | 275° 12' | 182.87 feet | along same; |
| 13. | 250° 16' | 396.12 feet | along same; |
| 14. | 341° 52' 53" | 1,658.26 feet | along Lot B-1-D of Launiupoko (Large-Lot) Subdivision, being also along the West Maui Forest Reserve, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

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WAILUKU, MAUI, HAWAII 96793

Thence along Lot 10 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, along center of gulch for the next three (3) courses, the direct azimuths and distances between points on said center of gulch being:

- 15. 41° 22' 40" 850.20 feet;
- 16. 53° 55' 181.60 feet;
- 17. 64° 03' 15" 290.35 feet to the point of beginning and containing an area of 62.785 Acres.

Together with Easement AC-3, affecting Lot 8 of Mahanalua Nui Subdivision Phase IV, for access and utility purposes.

Reserving, therefrom to the following easements:

Easement 8 for cultural and native plant purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 10 for trail purposes, in favor of Makila Nui Homeowners Association;

Easement 10-A for trail purposes, in favor of Makila Nui Homeowners Association;

Easement P-7 for Conservation Purposes in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro
ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'
Description of Lot 8

MAHANALUA NUI SUBDIVISION PHASE V

LOT 8

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the North corner of this parcel of land, being also the East corner of Lot 9 of Mahanalua Nui Subdivision Phase V, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 3,756.66 feet North and 2,461.02 feet East, and running by azimuths measured clockwise from true South:

- | | | | |
|----|--------------|---------------|---|
| 1. | 341° 52' | 1,532.14 feet | along Lot B-1-D of Launiupoko (Large-Lot) Subdivision, being also along the West Maui Forest Reserve, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 2. | 70° 16' | 396.21 feet | along Lot 7 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 3. | 95° 12' | 182.87 feet | along same; |
| 4. | 72° 26' | 173.71 feet | along same; |
| 5. | 90° 05' | 233.69 feet | along same; |
| 6. | 151° 19' 40" | 165.57 feet | along Lot 6 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 7. | 160° 45' 20" | 120.58 feet | along same; |
| 8. | 129° 12' 30" | 296.08 feet | along Lots 6 and 5 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

- | | | | |
|-----|--------------|-------------|--|
| 9. | 70° 43' 20" | 380.50 feet | along Lot 5 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 10. | 152° 38' 40" | 405.55 feet | along Lot 2 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 11. | 194° 10' 20" | 104.16 feet | along same; |
| 12. | 103° 00' 50" | 64.93 feet | along same; |
| 13. | 92° 08' 10" | 52.20 feet | along same; |
| 14. | 119° 12' | 65.20 feet | along same; |
| 15. | 232° 45' | 653.94 feet | along Lot 9 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 16. | 271° 04' | 411.21 feet | along same; |
| 17. | 235° 16' | 714.47 feet | along same, to the point of beginning and containing an area of 41.432 Acres. |

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501 SUMNER STREET, SUITE 821
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

Together with Easement AC-4, affecting Lot 6 of Mahanalua Nui Subdivision Phase IV, for access and utility purposes.

Reserving, therefrom, the following Easements:

Portion of Easement 12 for trail purposes, in favor of Makila Nui Homeowners Association;

Easement P-8 for Conservation Purposes in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'

Description of Lot 9

MAHANALUA NUI SUBDIVISION PHASE V

LOT 9

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the East corner of this parcel of land, being also the North corner of Lot 8 of Mahanalua Nui Subdivision Phase V, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LAUNIUPOKO" being 3,756.66 feet North and 2,461.02 feet East, and running by azimuths measured clockwise from true South:

1. 55° 16' 714.47 feet along Lot 8 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
2. 91° 04' 411.21 feet along same;
3. 52° 45' 653.94 feet along same;
4. 45° 52' 121.12 feet along Lot 2 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;
5. 328° 19' 50" 144.78 feet along same;
6. 5° 22' 10" 270.17 feet along same;
7. 104° 10' 10" 62.96 feet along same;
8. 172° 30' 50" 126.08 feet along same;

Thence along Lot 2 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 53.50 feet, the chord azimuth and distance being:



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HONOLULU, HAWAII 96817-5031

1871 WILI PALOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

- | | | | |
|-----|--------------|-------------|--|
| 9. | 135° 49' 45" | 63.92 feet; | |
| 10. | 99° 08' 40" | 107.13 feet | along Lots 2 and 1 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 11. | 142° 30' 10" | 89.44 feet | along Lot 1 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 12. | 173° 58' 20" | 385.39 feet | along same; |
| 13. | 194° 46' 30" | 556.18 feet | along Lot 1 of Mahanalua Nui Subdivision Phase IV and along Lots 35, 34 and 33 of Mahanalua Nui Subdivision Phase III, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 14. | 212° 59' 40" | 611.15 feet | along Lots 33, 32 and 30 of Mahanalua Nui Subdivision Phase III, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 15. | 236° 52' 30" | 186.15 feet | along Lot 30 of Mahanalua Nui Subdivision Phase III, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |
| 16. | 217° 55' 20" | 337.47 feet | along same; |
| 17. | 187° 28' 10" | 167.46 feet | along same; |
| 18. | 123° 49' 30" | 70.40 feet | along same; |
| 19. | 224° 00' | 802.40 feet | along Lot 1 of Launiupoko (Large-Lot) Subdivision No. 2, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips; |

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WAILUKU, MAUI, HAWAII 96793

20. 341° 52' 53" 1,669.23 feet along Lot B-1-D of Launiupoko (Large-Lot) Subdivision, being also along the West Maui Forest Reserve, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, to the point of beginning and containing an area of 52.738 Acres.

Together with Easement R-2, affecting Lot 1 of Mahanalua Nui Subdivision Phase IV, and Lots 35, 34, 33 and 32 of Mahanalua Nui Subdivision Phase III, for access purposes.

Subject, however, to the following easements:

Easement A for water well and water tank purposes, in favor of Makila Nui Homeowners Association;

Easement B for waterline purposes, in favor of Makila Nui Homeowners Association;

Easement O-2 for electrical transmission purposes, in favor of Maui Electric Co., Ltd.;

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WAILUKU, MAUI, HAWAII 96793

Reserving, therefrom, the following easements:

Easement 1 for preservation and park purposes, in favor of Makila Nui Homeowners Association;

Easement 2 for reservoir and cultural purposes, in favor of Launiupoko Irrigation Co. LLC, Launiupoko Water Co. LLC, and Makila Nui Homeowners Association;

Easement 3 for access and utility purposes, in favor of Launiupoko Irrigation Co. LLC, Launiupoko Water Co. LLC, and Makila Land Co. LLC;

Easements 5 and 6 for cultural and native plant purposes, in favor of Makila Nui Homeowners Association;

Portion of Easement 12 for trail purposes, in favor of Makila Nui Homeowners Association;

Easement 13 for trail purposes, in favor of Makila Nui Homeowners Association.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

A handwritten signature in black ink, appearing to read "Erik S. Kaneshiro", with a date "2/15/07" written to the right.

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT 'A'

Description of Roadway Lot 11

MAHANALUA NUI SUBDIVISION PHASE V

**ROADWAY LOT 11
(WAILAU PLACE)**

Being a portion of Lot 2
of Launiupoko (Large Lot) Subdivision No. 2,
being also a portion of Royal Patent 1358,
Land Commission Award 82 to Thomas Phillips

Situate at Launiupoko, Lahaina, Maui, Hawaii

Beginning at the Northeast corner of this parcel of land,
being also the South corner of Lot 12 of Mahanalua Nui
Subdivision Phase IV, the coordinates of said point of beginning
referred to Government Survey Triangulation Station "LAUNIUpoko"
being 807.70 feet North and 1,316.73 feet East, and running by
azimuths measured clockwise from true South:

1. 331° 46' 44" 173.68 feet along Lot 6 of Mahanalua Nui
Subdivision Phase V, along the
remainder of R. P. 1358, L. C.
Aw. 82 to Thomas Phillips;

Thence along Lot 6 of
Mahanalua Nui Subdivision
Phase V, along the remainder
of R. P. 1358, L. C. Aw. 82 to
Thomas Phillips, on a curve to
the right with a radius of
140.00 feet, the chord azimuth
and distance being:

2. 335° 58' 22" 20.48 feet;

Thence along Lot 6 of
Mahanalua Nui Subdivision
Phase V, along the remainder
of R. P. 1358, L. C. Aw. 82 to
Thomas Phillips, on a curve to
the left with a radius of
30.00 feet, the chord azimuth
and distance being:

3. 312° 53' 45" 27.49 feet;



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HONOLULU, HAWAII 96817-5051

1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

Thence along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 48.00 feet, the chord azimuth and distance being:

4. 6° 14' 45" 94.72 feet;

Thence along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being:

5. 64° 38' 22.70 feet;

6. 42° 24' 359.37 feet along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 540.00 feet, the chord azimuth and distance being:

7. 56° 48' 268.59 feet;

8. 71° 12' 77.29 feet along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;



Thence along Lot 6 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

9. 44° 13' 18.15 feet;

Thence along Lots 6, 5, 4 and 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the right with a radius of 48.00 feet, the chord azimuth and distance being:

10. 161° 12' 56.47 feet;

Thence along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:

11. 278° 11' 18.15 feet;

12. 251° 12' 77.29 feet

along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 500.00 feet, the chord azimuth and distance being:

13. 236° 48' 248.69 feet;



14. 222° 24' 333.22 feet along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:

15. 187° 05' 22" 115.60 feet;

16. 151° 46' 44" 159.15 feet along Lot 3 of Mahanalua Nui Subdivision Phase V, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips;

Thence along Lot 41 of Mahanalua Nui Subdivision Phase IV, along the remainder of R. P. 1358, L. C. Aw. 82 to Thomas Phillips, on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being:

17. 224° 52' 40" 21.54 feet;

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501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

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18. 218° 41' 40"

21.08 feet

along Lot 41 of Mahanalua Nui Subdivision Phase IV, along the remainder of R.P. 1358, L. C. Aw. 82 to Thomas Phillips to the point of beginning and containing an area of 1.172 Acres.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:

Erik S. Kaneshiro *exp 2/10*

ERIK S. KANESHIRO
Licensed Professional Land Surveyor
Certificate No. 9826

Honolulu, Hawaii
February 15, 2007

TMK: (2) 4-7-001: 025 (Por.)

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AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU, HAWAII 96817-5031

1871 WILI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT "B"

DESIGN STANDARDS FOR MAKILA NUI

A. Makila Nui Subdivision

I. Overview of Design Standards

The Design Standards for Makila Nui, have been promulgated pursuant to, and as a part of, Makila Nui 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 Makila Nui and the Launiupoko 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 Makila Nui. 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.

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 Requirements

Design standards are general, and each property will be evaluated based on its location. Lots 1, 3, 4, 5 & 6 are considered more sensitive visually and will be evaluated more stringently than Lots 2, 7, 8, & 9. The design review committee will look at the proposed structures as a whole, taking into consideration the surrounding environment. Preferred characteristics are:

- a. Structures that are well fitted to the terrain with a low profile. DRC will consider visual impact from existing roadways and neighbors;
- b. Exterior colors and materials that match the earth tones of the area: subdued shades of browns that blend with surrounding environment; and
- c. Designs that minimize grading. In certain instances, grading may encourage a structure to be well-fit into the terrain. In other cases, post &

pier may be allowed. Each plan will be reviewed based on the lot location, visibility from surrounding areas, and sensitivity to the environment.

III. General Design Review Procedures

These Design Standards provide guidelines for the DRC in its review and evaluation of proposed improvements within Makila Nui. All improvements, including sitework, 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 Predesign Conference, Preliminary Design Review and Final Plan Submittal. The Predesign 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, Civil Engineer, and Contractor properly licensed in the State of Hawaii. No owner-builder shall 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. An 'Owner's Map' shall be furnished to the Lot Owners by the Declarant, designating boundaries, easements and utility locations. All grades, contours, utility locations and grade elevations are subject to verification 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. Farmstead and Homestead Areas

The Farmstead Area is that portion of each Lot which lies outside of any easement areas, defined by a map with metes and bounds coordinates shown. The map may be replaced or augmented with a metes & bounds description in the future. The Farmstead Area is the area in which grading, unrestricted agricultural activities, landscaping, and fences may occur. Improvements less than three (3) feet in height, such as driveways, pathways, water features, pools and lanais, may occur within the Farmstead Area provided they are setback at least forty (40) feet from any property line. In addition to the uses listed above, structures are permitted in an area within the Farmstead that is defined by setbacks and height restrictions. No structures, improvements, or grading, other than as specifically permitted herein or in the Declaration, shall be allowed outside of the Farmstead. The actual Farmstead Area is depicted on the Owner's Map.

III. Setbacks

Generally, the minimum building setbacks are as follows:

- Forty (40) feet from the property line; and
- Twenty (20) feet from any easement boundary, including but not limited to the Streambed Park and Archeological Preserve, Cultural and Native Plant Reserve, Trail Easement and Conservation Easement.

IV. Easements

Easements on lots are as described in the Declaration and are depicted on the Owner's Map. 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.

V. Sitework

- 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.
- ii) Grading is limited to the Farmstead Area as shown on Owner's Map. No sitework may occur beyond property lines or within any easement areas.
- iii) 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.

- iv) In the event of any violation of (i), (ii) or (iii) above, the DRC and/or Makila Nui Homeowners Association may cause the Lot to be restored to its original state of existence immediately prior to such violation.
- v) Grading and drainage plans shall be prepared by a civil engineer registered and licensed in the State of Hawaii. Plans shall include existing and proposed grades and cut and fill quantities.
- vi) 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.
- vii) 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 shall be kept to a minimum.
- viii) 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 require special written DRC approval, and will not be permitted except under unusual circumstances.
- ix) The maximum height of retaining walls shall be six feet. Where retaining conditions are required over six feet, then multiple stepped walls may be used. A minimum four (4) foot wide planter shall be located between stepped walls. Design of retaining walls over four (4) feet shall be done by an Architect and/or Structural or Civil Engineer registered in the State of Hawaii

VI. Farm Plan, Landscape Area and Native Plant Requirement

No plants shall be introduced or cultivated on any property which are listed in the "Hawaii's Most Invasive Horticultural Plants" attached hereto as Exhibit "D", as said list may be amended or updated (or replaced) by the Hawaii State Department of Land and Natural Resources, Division of Forestry and Wildlife (or any successor agency).

Drought tolerant and endemic native plants suited for the area are encouraged.

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

Landscaping plans and materials list shall be submitted for review. Submittal shall include a planting and irrigation design plan and a materials list.

VII. Swimming Pools and Water Features

Swimming pools and water features design shall be submitted as part of the preliminary and final plans. Swimming pools and water features shall be the Farmstead Area as described in Section B.II. above. Swimming pool and water feature equipment and housing shall be shielded and contained within the building setbacks within the Farmstead.

A pool backwash water dry well of adequate size shall be provided.

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

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 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 surrounding area.

VIII. Driveway Accesses

The location of driveways for access to any Lot, or any improvements thereon, shall be sited to avoid drainageways, utility laterals and service lines. To provide a cohesive landscape treatment along the subdivision roadways, the driveways and related improvements on roadway frontages 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 forty (40) feet from any adjoining lot, unless otherwise approved by the DRC.

Driveway pavement width shall be limited to a maximum of twelve (12) feet.

Driveway connections to the subdivision roads shall follow contours of roadway right of way to the extent possible.

All driveways shall be subject to approval by the DRC.

Makila Nui Lots 1, 2, 7, 8 and 9 are accessed by way of an Access Easement located on lots within the Mahanalua Nui Subdivision Phase IV. Improvements on said Access Easements are subject to Mahanalua Nui design standards and a separate submittal to the Mahanalua Nui Design Review Committee may be required.

IX. Vehicles, Trailers and Boats

Each lot shall provide covered parking for vehicles, boats, trailers, machinery, etc. Garage entrance(s) shall be oriented or screened by landscaping so as to minimize the visual impact from the road.

Vehicles shall not be parked continuously or regularly on common area roadway lots within Makila Nui or Mahanalua Nui subdivisions. Only occasional parking by guests or by vehicles servicing a Lot shall be permitted on such roadway lots. Vehicles, boats or trailers parked on any lot shall not be visible from any adjacent property or 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. Refuse Storage

Refuse receptacles for domestic and building waste are to be located within the Farmstead 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. Antennas

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

XII. Mailboxes

The US Postal Service has not agreed to provide mail delivery service to the subdivision. However, should mail delivery service be provided, all mailboxes shall be designed per postal regulations and designs submitted as part of the Design Review procedures.

XIII. 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, trellises and building siting oriented to take advantage of prevailing tradewinds for ventilation. Mediterranean, 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 pre-cut 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.

II. Finished Floor Elevations & Design

Stepped pads or building pads which conform to the topography of the Lot are recommended and encouraged 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. Foundations shall be either concrete slab or continuous stem wall construction; post and pier construction shall be prohibited, unless screened from view.

III. Building Height

The Makila Nui development envisions dwellings that blend with rather than dominate the environment. Only single story buildings are permitted. Sheer vertical planes on any structure shall not exceed fifteen (15) feet in height as measured from finish grade. Generally, the building height at the highest point on the exterior roof shall not exceed twenty-five (25) feet from existing grade. Variances may be granted by the DRC for portions of roof peaks that exceed twenty-five (25) feet, provided the structure appears low and well fitted to the terrain. Lots 1, 3, 4, 5 & 6 are considered more sensitive and plans will be reviewed more stringently.

IV. Garages and Agricultural Buildings

Garages must accommodate at least two (2) cars and contain not less than four hundred (400) square feet of parking area under roof, which may be attached to or detached from the dwelling. A one hundred (100) square foot minimum storage area shall be provided in the each garage. 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.

Agricultural Buildings (Barns) are encouraged when used in conjunction with uses consistent under agricultural land use laws. Barns shall be designed to enhance the beauty and character of Makila Nui as a whole as an attractive agricultural community, with profile, massing and material designed to compliment the land and other improvements on the Lot, consistent with these Design Standards. The over all look and feel of a Barn shall be consistent with and compliment the design of the farm dwellings. Illegal uses of Barns are highly discouraged. Illegal uses of Barns shall be strictly enforced to the extent allowable by law by the Association, Declarant, and/or the Owner of a Lot in Makila Nui.

V. Roofs

i) Roof Materials

Roofs shall use high grade "agricultural" asphalt shingle, high grade non-glare metal, premium asphalt shingles, glazed concrete tile, clay tile, aged copper, natural slate 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 medium to dark shades of browns. Clay tiles shall be of an integral color. "No. 1 Blue label" wood shingles and high grade wood shakes are discouraged due to fire risks. Lot owners and architects should consider risk of brush fires when selecting roofing materials for lots on the outer edge of the development.

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. No combustible roofing materials are permitted.

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.

ii) Roof Pitch

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 3:12 and 9:12.

iii) Flat Roofs

Flat roofs are generally discouraged. The area of flat roof shall not exceed ten percent (10 %) 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.

iv) Eaves

Extensive roof overhangs from wall or support line are encouraged. Roof overhangs, as measured horizontally, shall not extend into any building setback area.

v) Roof Type

Hip roofs are encouraged and recommended. Gabled roofs are discouraged, and will only be permitted on a very limited basis at the discretion of the DRC. Mansard roofs are not permitted.

VI. Building Surfaces

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

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

VII. Exterior Materials and Surfaces

i) Exterior Materials

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 paint or stain finish.

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

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.

ii) Exterior Colors

Subtle "earth" colors and tones are permitted with complementary accent colors for architectural features. Base colors for wall and other dominant surface areas shall be shades of medium to dark browns. Accent colors shall be subtle earth tones of grays, blues, greens or browns. No garish, reflective, or fluorescent colors shall be allowed on any exterior surface. Color chips must be submitted to the DRC for review and prior written approval.

iii) Windows

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.

iv) Glass

Mirrored or reflective glass or glazing materials are prohibited.

v) Skylights

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 surrounding roofing material color. White plastic and clear aluminum are prohibited. Skylights shall be integrated into the roof form.

VIII. Exterior Lighting

Exterior lighting in general shall be subdued and indirect. All lights visible from outside any structure, including but not limited to street lights, porch lights, yard lights, "sentry" lights and other exterior lights, shall be shielded and pointed downwards so as not to confuse the shearwater and other endangered birds. There shall be no exterior lighting of any type, either installed or maintained, the light source of which is visible from neighboring property, except as permitted by the DRC. Security lights activated by movement may be installed with written approval of the DRC. Colored lights (non-white), fluorescent, high intensity discharge exterior lights, flashing, exposed bulbs and flood lamps on roof eaves are not permitted. Outdoor recreational lighting is prohibited except for underwater swimming pool lights. Detailed exterior lighting standards are attached hereto as Schedule 1.

Christmas lights for temporary decorative use at the Holidays are an exception to these rules.

Lighting shall be used only for the purpose of illumination, and shall not be designed for or used as an advertising display or dramatically highlighting any dwelling, landscaping 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.

IX. Air Conditioning System and Mechanical Equipment

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. Such air-conditioning, swimming pool filter pump unit(s) or other mechanical equipment system shall be sound treated to prevent noise nuisance and shall be screened from view and be located within building setbacks within the Farmstead Area.

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 shall not exceed six (6) feet in height from the original grade.

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

Any walls or fences located at the street frontage shall be setback from the property line. The setback area shall be attractively landscaped irrigated and maintained.

Fencing along property lines or easement areas may be four (4) foot high hog wire with metal or wooden posts. Chainlink fences are prohibited. Other fencing types, such as split-rail wooden fences, rock walls, and masonry walls are acceptable, subject to DRC review.

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

XII. Laundry Facilities, Trash Receptacles, and Storage Tanks

Laundry facilities and any service or utility area, including any area for hanging clothes, must be screened from view from adjacent property and roadways. All aboveground garbage and trash containers, 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, propane gas tanks or similar storage facilities shall 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.

XIII. Signs

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

- a) Such signs as may be required by legal proceedings,
- b) Such signs for house numbers and name signs, provided that such signs shall not exceed one (1) square foot maximum,
- c) Real Estate "for sale" signs on the lot being sold, and
- d) Signs identifying commercial agricultural operation.

Any sign which does not comply with the above must obtain specific written approval of the DRC.

D. Construction and Builder Regulations

I. Acceptance of Lot

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.

II. Grades and Location

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.

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.

III. Performance: General Contractor

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.

IV. Materials and Quality

The materials used for structures shall be new and of a quality consistently associated with that used on quality custom-designed homes. No used materials are permissible except where specifically approved in writing by the DRC to achieve a desired aesthetic effect.

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.

V. Foundations

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.

VI. Abandoned Construction

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.

VII. Utility Lines

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.

VIII. Construction Requirements

i) Blasting

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 lines of the Lot on which the blasting is to occur.

ii) Construction Hours

The hours during which construction may occur at any Lot are restricted to 7:00 a.m. to 6:00 p.m., Mondays through Fridays, and 8:00 a.m. to 2:00 p.m. on 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.

iii) Refuse Disposal Bins

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.

iv) Site Preparation

An adequate construction ingress/egress area shall be provided for deliveries and workers. Onsite parking for workers shall also be provided. Workers are not permitted to park in the roadway shoulders. Construction access and future driveways may require work within the roadway shoulder. Prior to any work commencing within the roadway shoulder for purposes described above, the owner or contractor shall notify the Makila Nui Homeowner Association Board and property manager in writing. Any common area irrigation lines within the construction access or future driveway must be sleeved and reburied, and all associated irrigation leads moved to ensure continued and proper irrigation of common areas. Any damage to common area landscaping, irrigation system or roadway shall be repaired immediately by the Lot owner.

Prior to commencing with any onsite improvements, Owners shall notify contractors of construction hours, access and parking requirements, and any other relevant details.

v) Portable Toilets

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.

vi) Temporary Structures and Surplus Materials

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.

vii) Fire Hazard

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.

E. Design Review, Other Restrictions, Requirements and Enforcement

I. Design Review Process

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.

i) Optional Predesign Conference

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.

ii) Preliminary Design Review

Owner's shall submit two (2) copies of each the following for review by the DRC together with Owner's payment of the review fees:

- a) Preliminary floor plan.
- b) Preliminary exterior elevations from four sides with materials indicated.
- 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, driveways, retaining walls, fences, swimming pools, and other material requested by the DRC..

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.

iii) Final Plan Submittal

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 two (2) copies of each of the following to the DRC:

- 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.
- b) Floor plans for each structure.
- 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).
- 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.
- e) Section drawings showing outdoor landscaping areas, retaining and/or garden walls, fences, and any exterior appurtenant structures.
- f) Cultivation plan showing the agricultural use and landscape areas, including plant materials, irrigation system, planting details.
- g) Any other plans or drawings that may be requested by the Design Review Committee.
- h) Samples of all proposed colors.

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.

II. Enforcement

These Design Standards may be enforced by the Association, Declarant, and/or the Owner of a Lot in Makila Nui, 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.

III. Variances

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.

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 \$1,100 (\$600 prelim and \$500 final), 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 short-term rentals, transient vacation rentals, 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"

SCHEDULE 1

Lighting Standards Makila Nui

Purpose: While providing some level of safety for pedestrian and vehicular traffic, the purpose of this Lighting Standard is to mitigate the effects of development (human intrusion) onto cultural and environment resources within Olowalu.

- Intent:** The Intent of this Lighting Standards is:
1. To protect night sky viewing
 2. To mitigate the effects of lighting on migratory seabirds
 3. To prevent light trespass on, and light glare to neighboring properties
 4. To mitigate any adverse impact to cultural sites
 5. To keep the rural nature of Olowalu by limiting an excessive amount of light fixtures as well as light intensity
 6. To encourage the conservation of electricity

Criteria: These standards apply to properties within the Olowalu area, purchased by Olowalu Elua Associates, LLC (OEA) on September 21, 1998, and their successors and assigns. This applies to all parcels regardless of its present or future zoning and/or land use designation and regardless of its intended use (roadway, agricultural, residential, park, etc).

Definitions: For the purpose of these rules, unless it is plainly evident from the context that a different meaning is intended, certain words and phrases used herein are defined as follows:

"AOAO" mean an association of homeowners who duty is to enforce any and all covenants, restrictions and conditions placed on property within the area.

"Fully shielded" means that the outdoor light fixture is constructed so that all of the light emitted by the fixture is projected below the horizontal plane of the lowest point of the fixture.

"light glare" means the sensation produced by luminance within the visual field that is sufficiently greater than the luminance to which the eyes are adapted to cause annoyance, discomfort or loss in visual performance and visibility.

"light trespass" is any form of artificial illumination emanating from a luminaire that penetrates other property other than its intended use.

"Luminaire" means the complete lighting assembly, less the support assembly.

Roadway Lighting Standards:

1. **Lamp Standards:** (a) High pressure sodium or other light fixtures approved by OEA or the AOAO, shall be the only allowed lamp on roadway lots.

(b) For roadways, the maximum allowable wattage shall be 100W HPS for internal road intersections and 150W HPS for intersections involving a major and/or minor public collector road.

(c) Specifically, mercury vapor lamps are expressly prohibited.

2. Luminaire Standards: Fully shielded luminaries shall be the only allowed fixtures.

3. Light Standards (poles): (a) Light standards shall be of a non-reflective material.

(b) The maximum height for light standards within roadways, measured from ground level directly below the luminaire to the bottom of the lamp itself, shall be twenty (20) feet.

(c) Light standards for roadways are only required at roadway intersections, unless OEA or AOA, feels that excessive pedestrian activity or physical attribute warrants addition light standards.

Improvement Lighting Standards: This section applies to all exterior lighting on a lot that is visible from adjoining properties, including but not limited to porch lights, yard lights, security lights, advertising lighting and exterior improvement light fixtures.

1. Intent: Exterior lighting shall be fully shielded and if not fully shielded, be of a construction where the lighting is subdued and/or indirect. As an example, while the light emission from a low voltage light fixture could be exposed, the nature of the lighting is considered unobtrusive to adjoining properties.

(a) Colored lights, fluorescent, high intensity discharge exterior lights, flashing, exposed bulbs and flood lamps on roof eaves are not allowed.

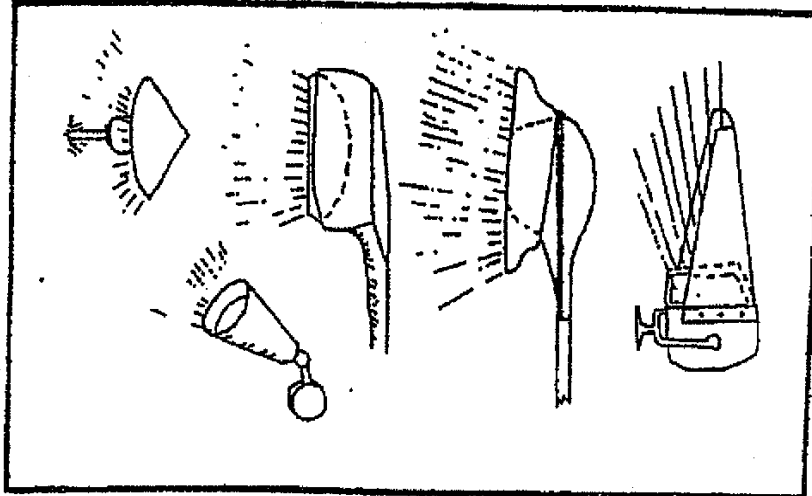
(b) Unshielded high intensity floodlights on structures, unshielded spotlights, spotlights aimed upwards, and floodlights on surf, upwards on vegetation or on pools which reflect light shall be prohibited.

Variations: Any request for variations to these standards shall be presented in writing to OEA or AOA. A decision will be made within 14 days of receipt of said request, unless further information is needed before a determination can be made. A determination shall be considered final.

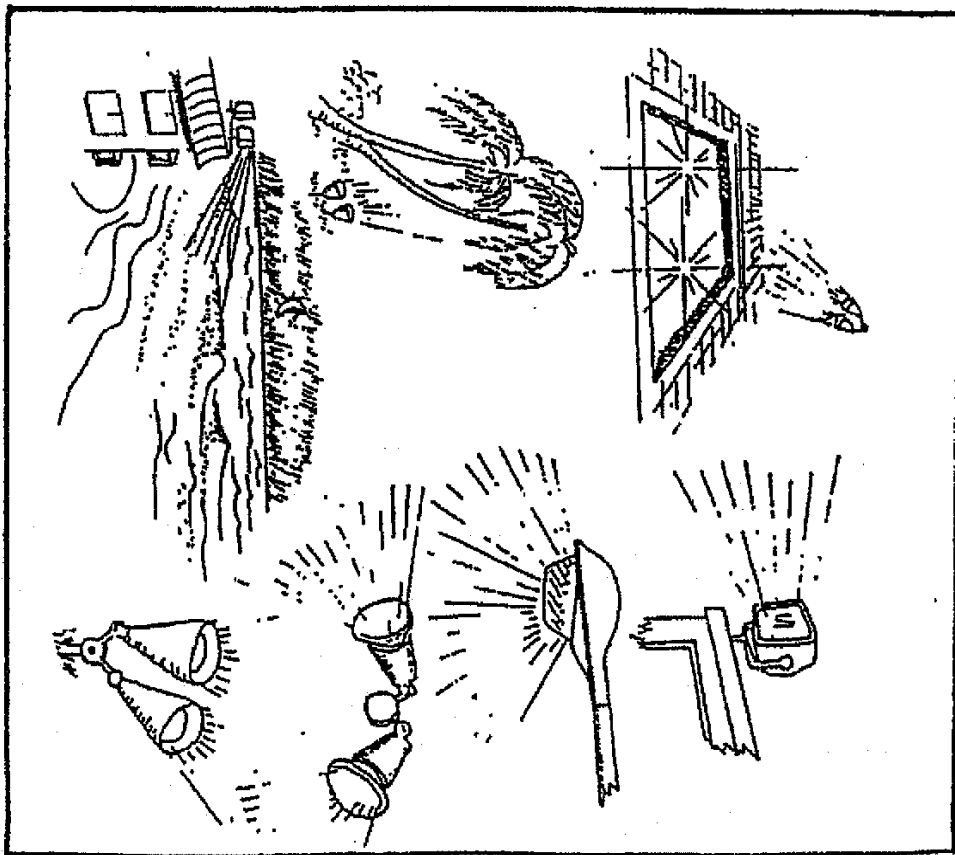
Exceptions: Lighting that conflict with these standards but would be considered temporary in nature all allowed, unless in the opinion of the OEA or AOA, the usage of temporary lights are of a permanent nature. Examples of temporary lighting would be holiday lighting and construction site lighting.

Liability: Property owners will indemnify and hold harmless OEA, its successors or assigns from any loss, liabilities, claims, or demands for property damage, personal injuries, deaths or any other incidents arising out of implementation of these lighting standards.

Examples of acceptable fully shielded luminaires



Examples of un-acceptable luminaires (unless lighting is subdued, i.e. low voltage)



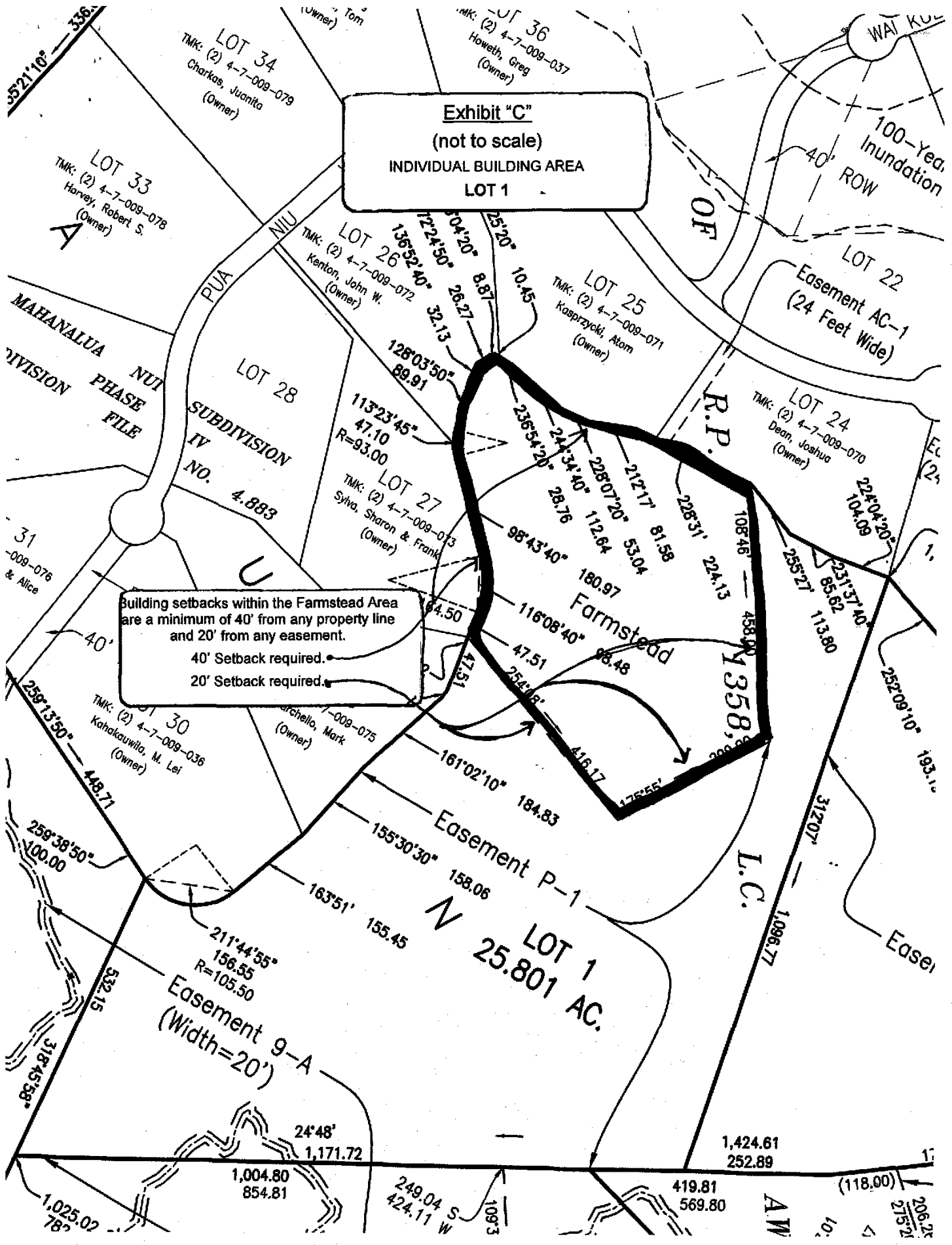
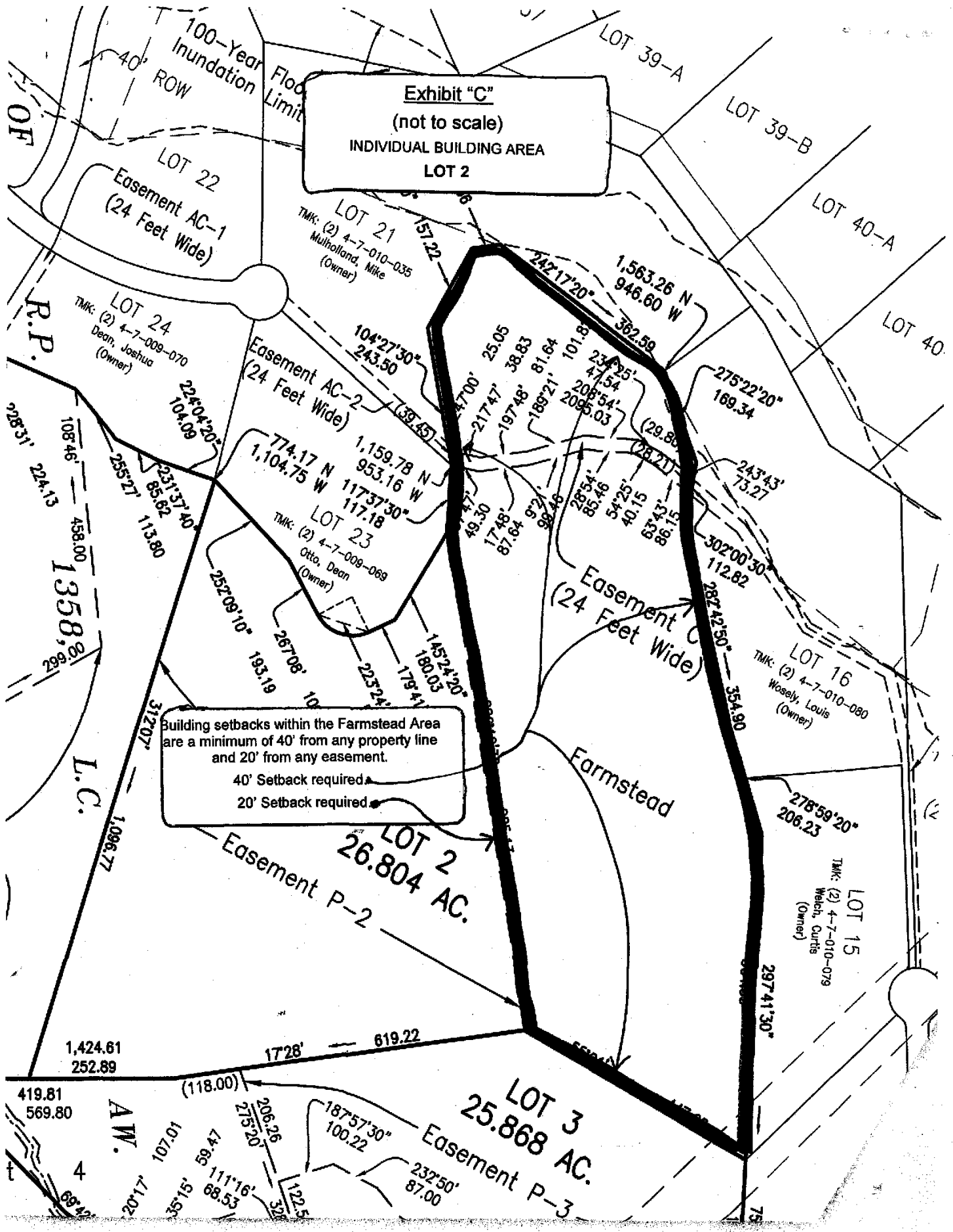


Exhibit "C"
(not to scale)
INDIVIDUAL BUILDING AREA
LOT 1

Building setbacks within the Farmstead Area are a minimum of 40' from any property line and 20' from any easement.

- 40' Setback required.
- 20' Setback required.

Exhibit "C"
 (not to scale)
 INDIVIDUAL BUILDING AREA
 LOT 2



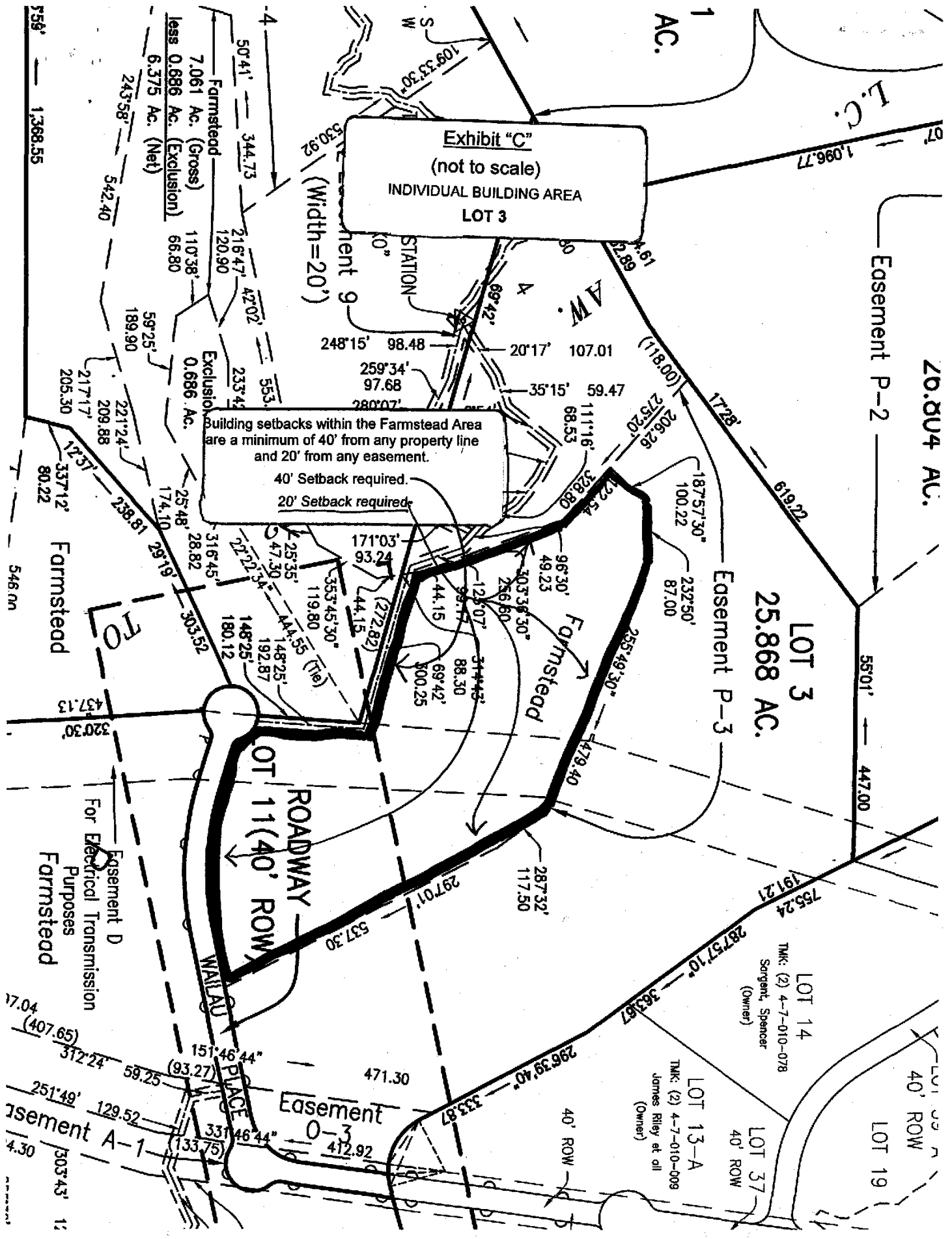


Exhibit "C"
(not to scale)
INDIVIDUAL BUILDING AREA
LOT 3

Building setbacks within the Farmstead Area are a minimum of 40' from any property line and 20' from any easement.
40' Setback required.
20' Setback required.

LOT 3
25.868 AC.

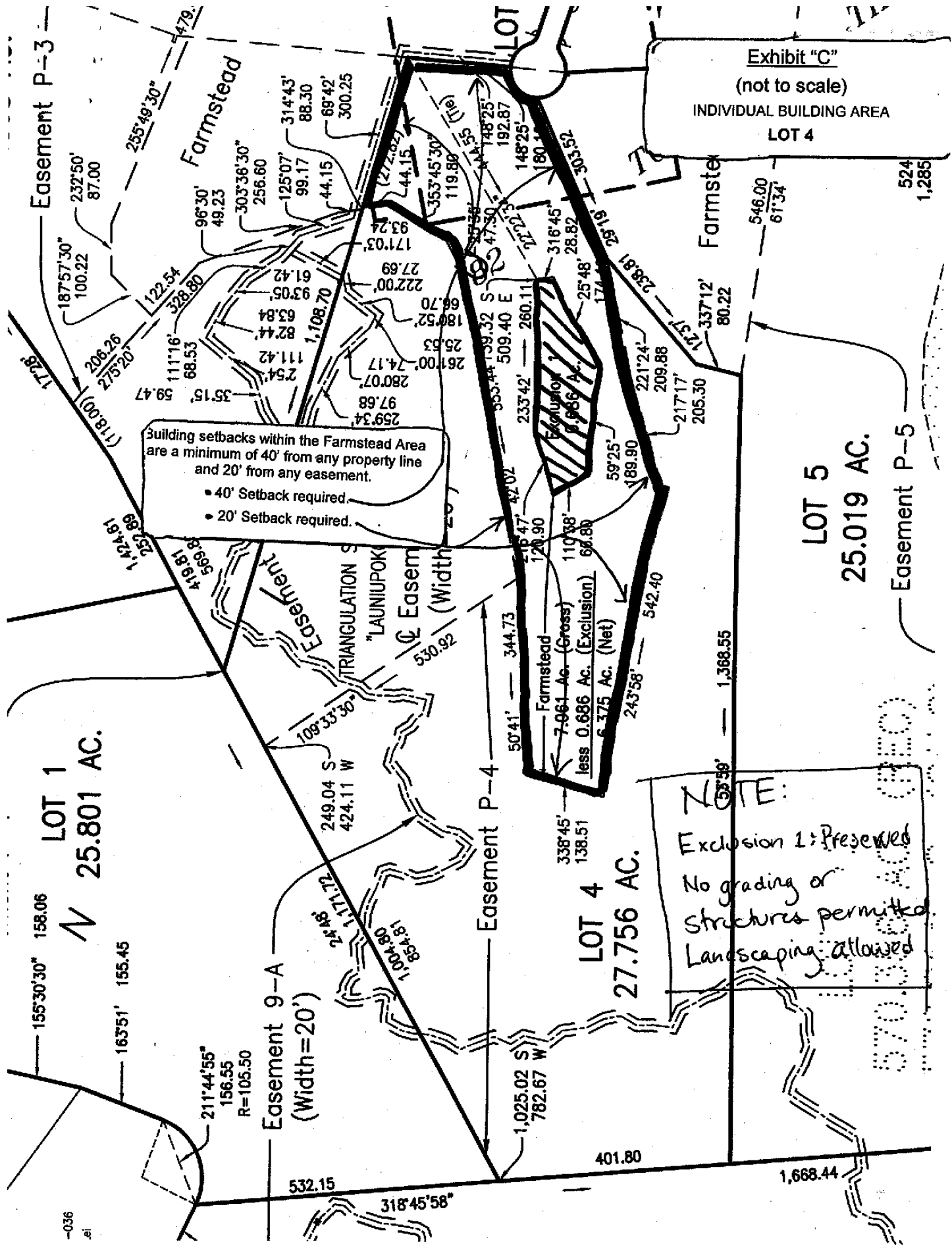
20.804 AC.

LOT 14
TMK: (2) 4-7-010-078
Sorgent, Spencer
(Owner)

LOT 13-A
TMK: (2) 4-7-010-008
James Riley et al
(Owner)

LOT 37
40' ROW

LOT 19
40' ROW



Building setbacks within the Farmstead Area are a minimum of 40' from any property line and 20' from any easement.

- 40' Setback required.
- 20' Setback required.

NOTE:
 Exclusion 1: Preserved
 No grading or structures permitted
 Landscaping allowed

LOT 1
 25.801 AC.

LOT 4
 27.756 AC.

LOT 5
 25.019 AC.

Exhibit "C"
 (not to scale)
 INDIVIDUAL BUILDING AREA
 LOT 4

sement P-3

50' 00

LOT 13-A
TMK: (2) 4-7-010-009
James Riley et al
(Owner)

Exhibit "C"
(not to scale)
INDIVIDUAL BUILDING AREA
LOT 6

LOT 10

ROADWAY
LOT 41

LOT 12
TMK: (2) 4-7-010-077
Arakaki, Debbie
(Owner)

Farmstead

Building setbacks within the Farmstead Area
are a minimum of 40' from any property line
and 20' from any easement.
40' Setback required.
20' Setback required.

SEE INSI

Note: see
attached in set
for meter & bounds
331'46"44" 160.01
along the roadway
210'13" 109.30

ROADWAY
LOT 11 (40' ROW)

WAILAU PLACE

Easement D
For Electrical Transmission
Purposes
Farmstead

Easement A-1

Easement P-6

Easement "0-1"
For Electrical Transmission
Purposes

73'43"30" (Maalaea-Lahaina Third
75.12 69KV Transmission Line)

LOT 6
29.233 AC.

THOMAS

Follows

Along

Center

Easement 0-5

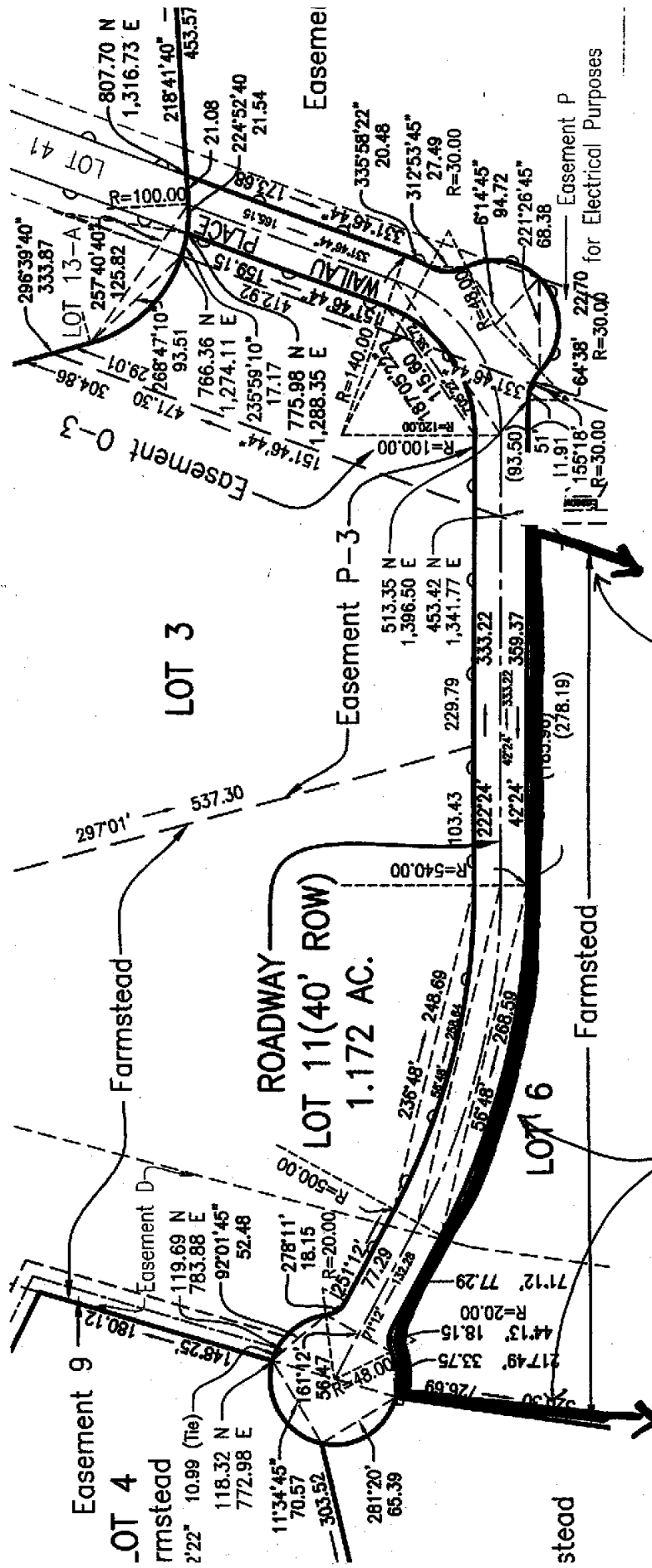
of

Gulch

PHI

Exhibit "C"
 (not to scale)
 INDIVIDUAL BUILDING AREA
 LOT 6 (Inset)

Lot 6: Inset showing metes and bounds
 along roadway.



building setbacks within the Farmstead Area
 are a minimum of 40' from any property line
 and 20' from any easement.
 40' Setback required.
 20' Setback required.

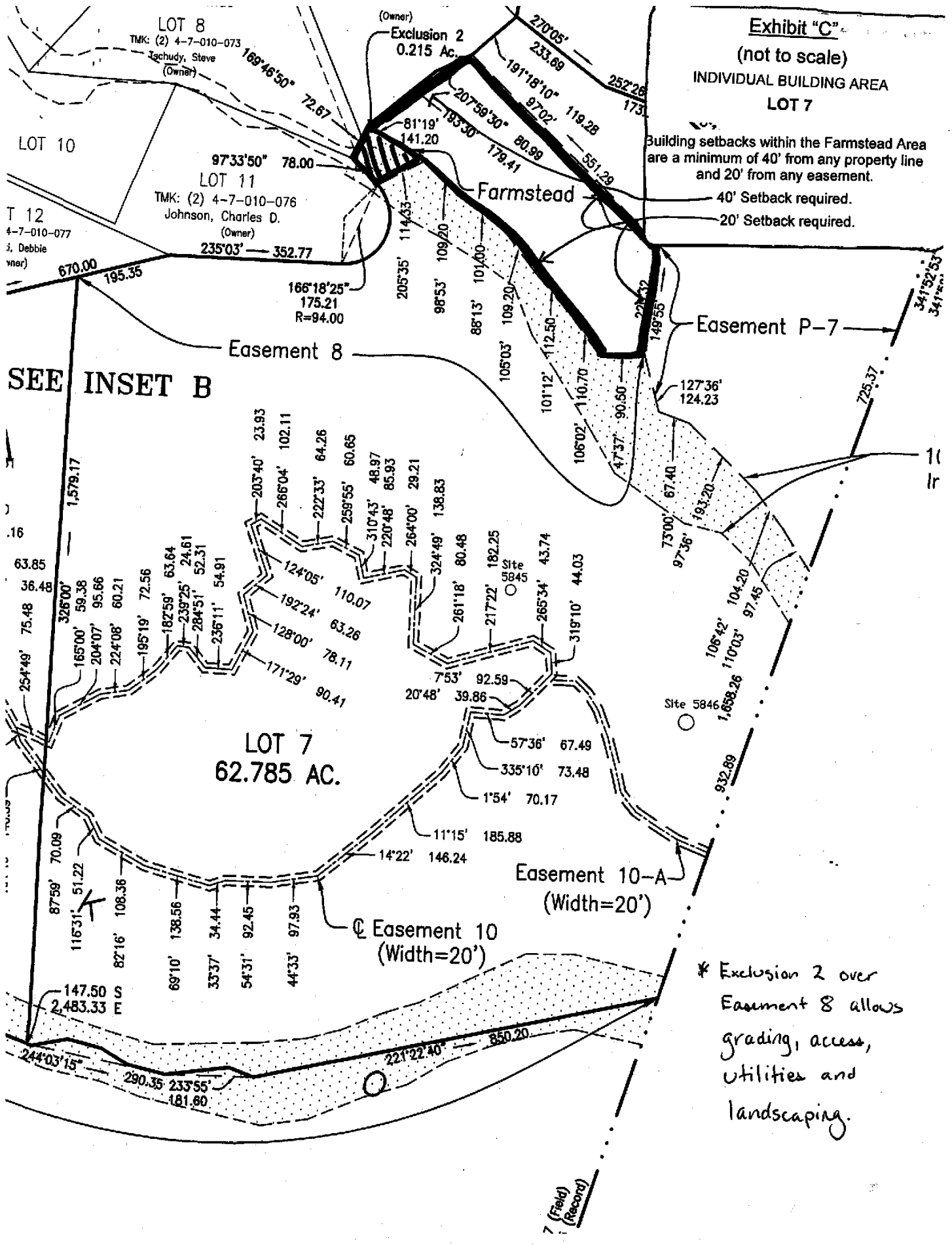


Exhibit "C"

(not to scale)

INDIVIDUAL BUILDING AREA
LOT 7

Building setbacks within the Farmstead Area
are a minimum of 40' from any property line
and 20' from any easement.

- 40' Setback required.
- 20' Setback required.

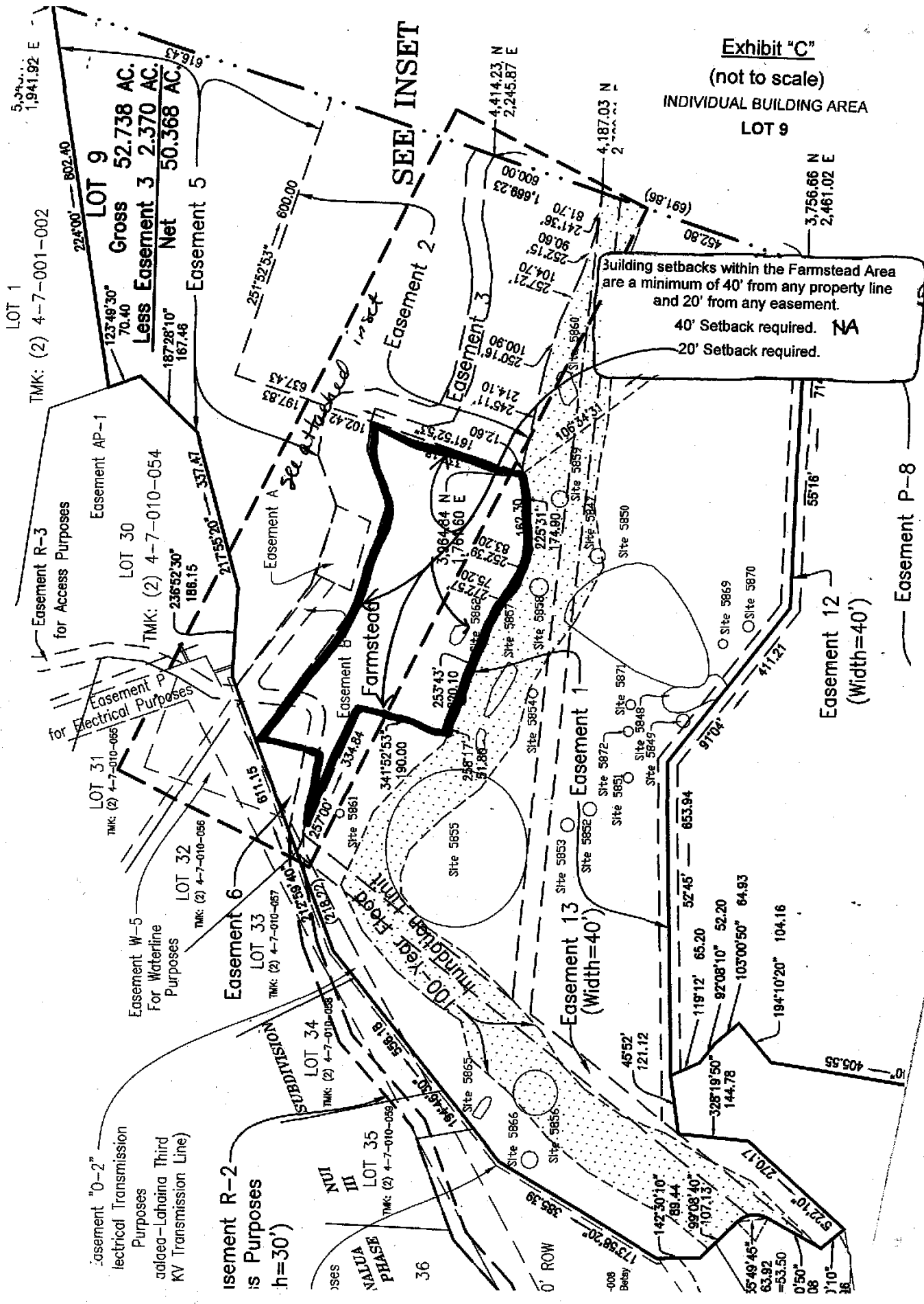
SEE INSET B

LOT 7
62.785 AC.

* Exclusion 2 over
Easement 8 allows
grading, access,
utilities and
landscaping.

Exhibit "C"
 (not to scale)
 INDIVIDUAL BUILDING AREA
 LOT 9

Building setbacks within the Farmstead Area are a minimum of 40' from any property line and 20' from any easement.
 40' Setback required. **NA**
 20' Setback required.



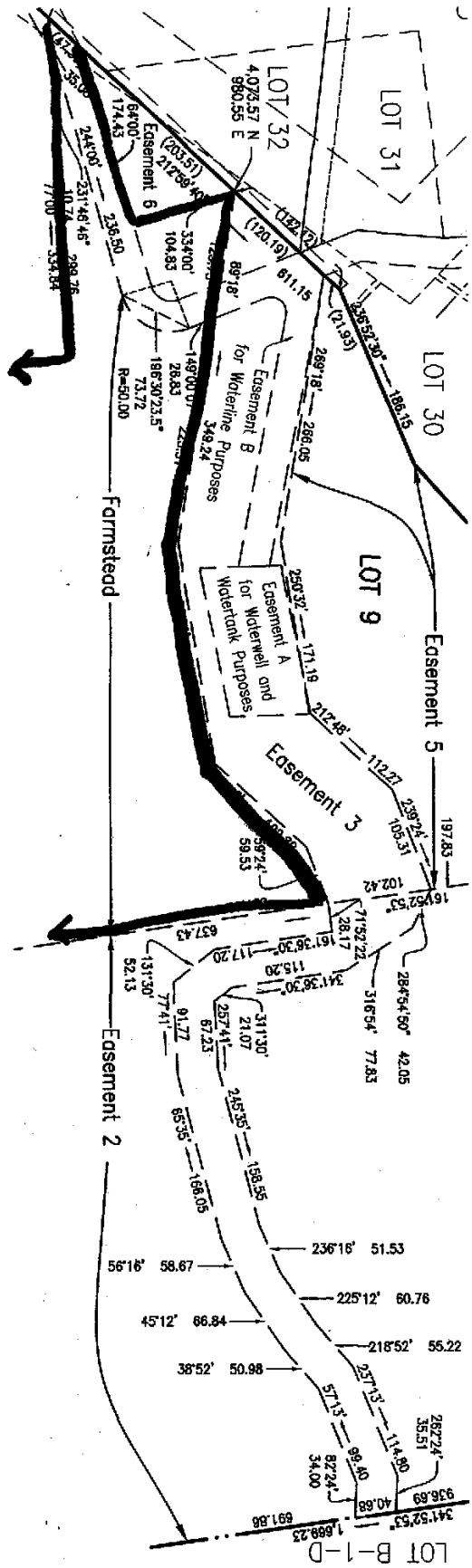


Exhibit "C"
 (not to scale)
 INDIVIDUAL BUILDING AREA
 LOT 9 1/2 Acre

Exhibit "D"



Hawaii's Most Invasive Horticultural Plants



This is a list of the worst invasive horticultural plants in Hawaii as put forth by the Hawaii State Alien Species Coordinator (Department of Land & Natural Resources [DLNR], Division of Forestry & Wildlife [DOFAW]). It is urged that species on this list not be grown anywhere in the state of Hawaii.

For more information about invasiveness of these & other horticultural plants, the problems they cause, and the criteria by which these species were selected for this list, see the [introductory text](#) for this site.

Questions regarding this list should be directed to the State Alien Species Coordinator, DLNR/DOFAW, 1151 Punchbowl St., Rm. 325, Honolulu, HI 96813; ph. 808-587-0164.

Species (Family)	Common Name	Other names
<u>Acacia confusa</u> (Fabaceae)	Formosan koa	
<u>Angiopteris evecta</u> (Marattiaceae)	mule's foot fern	giant fern
<u>Antigonon leptopus</u> (Polygonaceae)	Mexican creeper	mountain rose, coral bells, confederate vine, chain-of-love, hearts-on-a-chain
<u>Ardisia crenata</u> (Myrsinaceae)	Hilo holly	hens eyes, <i>Ardisia crispa</i> , <i>Ardisia crenulata</i>
<u>Ardisia elliptica</u> (Myrsinaceae)	shoebutton ardisia	<i>Ardisia humilis</i> , <i>Ardisia solanacea</i> , <i>Ardisia squamulosa</i>
<u>Artabotrys hexapetalus</u> (Annonaceae)	climbing ylang-ylang	lanalana
<u>Arthrostemma ciliatum</u> (Melastomataceae)	arthrostemma	<i>Arthrostemma latifolia</i> , <i>Arthrostemma fragile</i>
<u>Asparagus densiflorus</u> (Liliaceae)	asparagus fern	sprengeri fern, foxtail asparagus, <i>Asparagus sprengeri</i> Regel
<u>Asparagus setaceus</u> (Liliaceae)	climbing asparagus fern	plumosa, <i>Asparagus plumosus</i> Baker, <i>Protasparagus plumosus</i>
<u>Azolla</u> (all species) (Azollaceae)	mosquito fern	ferny azolla
<u>Buddleja davidii</u> (Buddlejaceae)	orange-eyed butterfly bush	summer lilac, buddleia
<u>Buddleja madagascariensis</u>	butterfly bush	smoke bush, buddleia

<http://www.state.hi.us/dlnr/dofaw/hortweeds/specieslist.htm>

7/14/2005

(Buddlejaceae)		
<u>Carmona retusa</u> (Boraginaceae)	Fukien tea	Philippine tea, <i>Carmona microphylla</i> , <i>Ehretia buxifolia</i> , <i>Ehretia microphylla</i>
<u>Casuarina</u> (all species) (Casuarinaceae)	ironwood	Australian pine, she-oak, beefwood, toa
<u>Cestrum diurnum</u> (Solanaceae)	day cestrum	makahala, Chinese inkberry
<u>Cestrum nocturnum</u> (Solanaceae)	night cestrum	night-blooming jasmine, 'Ala-aumoe, kupaoa, onaona-iapana
<u>Chrysophyllum oliviforme</u> (Sapotaceae)	satin leaf	caimitillo; <i>Chrysophyllum monopyrenum</i>
<u>Cinnamomum burmannii</u> (Lauraceae)	Padang cassia	cinnamon tree
<u>Cissus nodosa</u> (Vitaceae)	grape ivy	
<u>Citharexylum caudatum</u> (Verbenaceae)	fiddlewood	juniper berry
<u>Citharexylum spinosum</u> (Verbenaceae)	fiddlewood	<i>Citharexylum quadrangulare</i>
<u>Clerodendrum buchanani</u> (Verbenaceae)	pagoda flower	lau'awa, <i>Clerodendrum fallax</i> , <i>C. speciosissimum</i>
<u>Clerodendrum chinense</u> (Verbenaceae)	glory bower	<i>Clerodendrum philippinum</i> , <i>Clerodendrum fragrans</i>
<u>Clerodendrum macrostegium</u> (Verbenaceae)	(no common name)	
<u>Clusia rosea</u> (Clusiaceae)	autograph tree	copey, Scotch attorney
<u>Coccinia grandis</u> (Cucurbitaceae)	ivy gourd	scarlet-fruited gourd
<u>Conocarpus erectus</u> (Combretaceae)	buttonwood	sea mulberry, button mangrove
<u>Cortaderia jubata</u> and <u>Cortaderia selloana</u> (Poaceae)	pampas grass	
<u>Cotoneaster pannosus</u> (Rosaceae)	cotoneaster	
<u>Cryptostegia</u> (all species) (Asclepidaceae)	rubber vine, India rubber vine	(includes <i>Cryptostegia grandiflora</i> and <i>Cryptostegia madagascariensis</i>)
<u>Cupaniopsis anacardioides</u> (Sapindaceae)	carrotwood	
<u>Delairea odorata</u> (Asteraceae)	German ivy	<i>Senecio mikanoides</i> , Italian ivy, African

		ivy, Cape ivy, climbing groundsel
<u>Dillenia suffruticosa</u> (Dilleniaceae)	shrubby simpoh	
<u>Duranta erecta</u> (Verbenaceae)	golden dewdrop	duranta, pigeon berry, <i>Duranta repens</i>
<u>Eichhornia crassipes</u> (Pontederiaceae)	water hyacinth	
<u>Elaeagnus umbellata</u> (Elaeagnaceae)	oleaster	autumn olive
<u>Erigeron karvinskianus</u> (Asteraceae)	daisy fleabane	Mexican daisy
<u>Eriobotrya japonica</u> (Rosaceae)	loquat	Japanese medlar
<u>Ficus cf. platypoda</u> (Moraceae)	Port Jackson fig (local name)	(this plant is commonly referred to in Hawaii incorrectly as <i>Ficus rubiginosa</i>)
<u>Ficus microcarpa</u> (Moraceae)	Chinese banyan	Malayan banyan, <i>Ficus retusa</i> , <i>Ficus nitida</i>
<u>Fuchsia boliviana</u> (Onagraceae)	fuchsia	lady's eardrops
<u>Fuchsia magellanica</u> (Onagraceae)	hardy fuchsia	lady's eardrops, earring flower, kulapepeiao
<u>Fuchsia paniculata</u> (Onagraceae)	fuchsia	Lady's eardrops
<u>Furcraea foetida</u> (Agavaceae)	Mauritius hemp	maguey, <i>Furcraea gigantea</i>
<u>Grevillea robusta</u> (Proteaceae)	silk oak	she oak, he oak, silver oak, kahili flower, spider flower, ha'iku-ke'oke'o
<u>Hedychium coronarium</u> (Zingiberaceae)	white ginger	butterfly lily, ginger lily, garland flower, 'awapuhi-ke'oke'o
<u>Hedychium flavescens</u> (Zingiberaceae)	yellow ginger	cream ginger, 'awapuhi-melemele
<u>Hedychium gardnerianum</u> (Zingiberaceae)	kahili ginger	
<u>Heterocentron subtriplinervium</u> (Melastomataceae)	pearl flower	
<u>Hiptage benghalensis</u> (Malpighiaceae)	hiptage	
<u>Hydrilla verticillata</u> (Hydrocharitaceae)	hydrilla	water thyme, Florida elodea
<u>Jasminum fluminense</u> (Oleaceae)	jasmine	<i>Jasminum azoricum</i>
<u>Kalanchoe delagoensis</u> (Crassulaceae)	chandelier plant	<i>Kalanchoë tubiflora</i> , <i>Bryophyllum</i> <i>tubiflorum</i> , <i>Kalanchoe verticillata</i>

<u>Kalanchoe pinnata</u> (Crassulaceae)	air plant	life plant, 'oliwa ku kahakai, <i>Bryophyllum pinnatum</i> , <i>Cotyledon pinnata</i>
<u>Lantana camara</u> (Verbenaceae)	lantana	lakana, mikinolia-hihiu, sage
<u>Lemna</u> (all species) (Lemnaceae)	duckweed	
<u>Leptospermum scoparium</u> (Myrtaceae)	New Zealand tea	manuka
<u>Ligustrum lucidum</u> (Oleaceae)	tree privet	broadleaf privet
<u>Ligustrum sinense</u> (Oleaceae)	Chinese privet	hedge privet, small-leaved privet
<u>Lonicera japonica</u> (Caprifoliaceae)	Japanese honeysuckle	honekakala
<u>Medinilla cumingii</u> (Melastomataceae)	medinilla	
<u>Medinilla venosa</u> (Melastomataceae)	medinilla	
<u>Melaleuca quinquenervia</u> (Myrtaceae)	paperbark	cajeput tree
<u>Melastoma candidum</u> (Melastomataceae)	Indian rhododendron	<i>Melastoma malabathricum</i> , Malabar melastome
<u>Melastoma sanguineum</u> (Melastomataceae)	fox-tongued melastoma	
<u>Melia azedarach</u> (Meliaceae)	Chinaberry	pride-of-India, margosa tree
<u>Miconia calvescens</u> (Melastomataceae)	miconia	velvet tree, purple plague
<u>Montanoa hibiscifolia</u> (Asteraceae)	tree daisy	
<u>Najas</u> (all species) (Najadaceae)	naiad	pondweed
<u>Nymphaea</u> (all species) (Nymphaeaceae)	water lily	
<u>Ochna thomasi</u> (Ochnaceae)	Mickey Mouse plant	ochna, <i>Ochna kirkii</i>
<u>Olea europaea</u> (Oleaceae)	olive	'oliwa
<u>Passiflora laurifolia</u> (Passifloraceae)	yellow granadilla	yellow water lemon, bell apple
<u>Pennisetum setaceum</u> (Poaceae)	fountain grass	<i>Pennisetum ruppelii</i>
<u>Philadelphus karwinskyanus</u> (Hydrangeaceae)	mock orange	philadelphus, syringa

<u>Photinia davidiana</u> (Rosaceae)	photinia	<i>Stranvaesia davidiana</i> , <i>Cotoneaster frigidus</i>
<u>Pimenta dioica</u> (Myrtaceae)	allspice	<i>Pimenta officinalis</i>
<u>Pimenta racemosa</u> (Myrtaceae)	bay-rum	malagueta, bay tree, <i>Pimenta acris</i>
<u>Pinus patula</u> (Pinaceae)	Mexican weeping pine	jelecote pine, patula pine, pino triste
<u>Pistia stratiotes</u> (Araceae)	water lettuce	
<u>Pittosporum pentandrum</u> (Pittosporaceae)	mamalis	
<u>Pittosporum undulatum</u> (Pittosporaceae)	Victorian box	Victorian laurel, orange pittosporum
<u>Pittosporum viridiflorum</u> (Pittosporaceae)	Cape pittosporum	
<u>Platycerium bifurcatum</u> (Polypodiaceae)	elkhorn fern	common staghorn fern
<u>Psidium cattleianum</u> (Myrtaceae)	strawberry guava	waiawi-'ula'ula
<u>Pyracantha angustifolia</u> (Rosaceae)	firethorn	
<u>Rhodomyrtus tomentosa</u> (Myrtaceae)	rose myrtle	downy myrtle
<u>Rubus (all species)</u> (Rosaceae)	blackberry, raspberry	thimbleberry, brambles, 'ohelo 'ele 'ele
<u>Ruellia devosiana</u> (Acanthaceae)	Ruellia	
<u>Salvinia (all species)</u> (Salviniaceae)	floating fern	
<u>Schefflera actinophylla</u> (Araliaceae)	octopus tree	<i>Brassaia actinophylla</i> , umbrella tree
<u>Schinus molle</u> (Anacardiaceae)	pepper tree	California pepper tree
<u>Schinus terebinthifolius</u> (Anacardiaceae)	Christmas berry	Brazilian pepper, wilelaiki, nani-o-hilo
<u>Solandra maxima</u> (Solanaceae)	cup-of-gold	golden cup, chalice vine
<u>Spathodea campanulata</u> (Bignoniaceae)	African tulip tree	fountain tree, fire bell
<u>Sphaeropteris cooperi</u> (Cyatheaceae)	Australian treefern	<i>Cyathea cooperi</i>
<u>Sphagneticola trilobata</u> (Asteraceae)	wedelia	Wedelia trilobata

<u>Stapelia gigantea</u> (Asclepiadaceae)	carrion flower	starfish flower, Zulu-giant, giant toad plant
<u>Tamarix (all species)</u> (Tamaricaceae)	?	
<u>Terminalia catappa</u> (Combretaceae)	tropical almond	Indian almond, false kamani, kamani-haole
<u>Tetrazygia bicolor</u> (Melastomataceae)	(no common name)	
<u>Thunbergia grandiflora</u> (Acanthaceae)	Bengal trumpet	blue trumpet vine, large-flowered thunbergia
<u>Thunbergia laurifolia</u> (Acanthaceae)	laurel-leaved thunbergia	
<u>Tibouchina herbacea</u> (Melastomataceae)	cane tibouchina	glorybush
<u>Tibouchina urvilleana</u> (Melastomataceae)	glorybush	princess flower, lasiandra
<u>Verbascum thapsus</u> (Scrophulariaceae)	common mullein	woolly mullein, velvet plant

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The template on which this list was based was last updated on 03 May 2001. The content of the species list may have been updated more recently.