

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances.

Nick ...
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECEIVED FOR RECORD

RECORDATION REQUESTED BY:

71- 71985

LIBER 7946 PAGE 409
1971 NOV 16 PM 2:47

AFTER RECORDATION RETURN TO:

General Realty
Ph. 521-6791 Joyce

[Signature]
INDEXED REGISTRAR

RETURN BY: MAIL PICKUP

DECLARATION OF COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, KALAPANA SEAVIEW ESTATES, INC., a Hawaii corporation, whose principal place of business and post office address is 745 Fort Street, Suite 1500, Honolulu, Hawaii, hereinafter called "Owner", acquired fee simple title to the real property described in Exhibit "A" attached hereto and made a part hereof by Deed dated November 19, 1970, recorded in the Bureau of Conveyances at Honolulu, Hawaii, in Liber 7281, Page 184; and

WHEREAS, the Owner did subdivide a portion of said lands as follows: Lots 10 through 199, as shown on File Plan No. 1195 of Unit I of Kalapana Seaview Estates Subdivision, and Lots 1 through 216, as shown on File Plan No. 1211, of Unit II of Kalapana Seaview Estates Subdivision, recorded in the Bureau of Conveyances at Honolulu, Hawaii; and

WHEREAS, the Owner intends hereafter to further subdivide additional portions of said land into additional lots; and

WHEREAS, the Owner did heretofore convey to others certain lots shown on File Plans 1195 and 1211 by deeds containing the covenants hereinafter set forth; and



WHEREAS, the Owner shall from time to time hereafter convey to others additional lots as shown on File Plans 1195 and 1211; and

WHEREAS, upon further subdivision of portions of the land acquired under the aforesaid Deed into additional lots, the Owner shall from time to time convey such additional lots to others;

NOW, THEREFORE, the Owner does hereby make the following declaration of covenants, applicable to each and every lot shown on said File Plans 1195 and 1211 and applicable to each and every lot hereafter created that may be a portion of the land acquired by Owner under said Deed dated November 19, 1970, and which is adjacent and contiguous to and with the lots shown on said File Plans 1195 and 1211; all the aforesaid being herein referred to as "said lots":

1. From the date hereof through December 31, 1999, the said lots shall be used for single-family residence purposes only and shall not be used for the raising of chickens or pigs or other kinds of livestock;

2. From the date hereof through December 31, 1999, all buildings or other structures erected or maintained on said lots must be constructed from new materials;

3. In the event Owner should establish prior to December 31, 1999, a community association with respect to said lots, all subsequent owners, hereinafter individually called "Grantee", shall join same and shall be a member of same, and Grantee agrees to pay any and all dues and impositions required by said association, and until such community association is formed and until Grantee becomes a member of same,

Grantee will pay to Owner or its designee, reasonable sums of money for maintenance of the private park, and further improvements thereto, not to exceed \$5.00 per month per lot, it being agreed that Owner and its successors need not pay any such dues, impositions or maintenance fees.

4. All of the foregoing covenants shall run with the land and shall be binding on all parties claiming under the Grantee through December 31, 1999, but only so long as Owner and its successors shall continue to hold title to any of said lots, and Owner and its successors may, and does hereby, reserve the right to amend, modify or cancel any of the covenants set forth above. In the event of breach of any of the foregoing covenants, Owner or its successors may bring an action for damages, or suit for injunction (mandatory or restraining) or may pursue any other available relief alternatively or cumulatively, and judgment shall include all reasonable costs, expenses and attorney's fees incurred as a result thereof; it being agreed, however, that the right to amend, modify or cancel said covenants and the remedies herein set forth do not inure to the benefit of the Grantee and Grantee's successors and assigns.

IN WITNESS WHEREOF, the said Owner has hereunto executed this Declaration of Covenants this 16th day of November, 1971.

KALAPANA SEAVIEW ESTATES, INC.

By [Signature]
Its _____
VICE-PRESIDENT

By [Signature]
Its _____
SECRETARY

STATE OF HAWAII)
)
CITY & COUNTY OF HONOLULU) SS.

On this 16th day of November, 1971, before me appeared FRANK FISHEL and YUKI KAJIWARA, to me personally known, who, being by me duly sworn, did say that they are the VICE-PRESIDENT and SECRETARY respectively of KALAPANA SEAVIEW ESTATES, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and the said FRANK FISHEL and YUKI KAJIWARA acknowledged said instrument to be the free act and deed of said corporation.

Terrence J. Ohta
Notary Public, First Judicial
Circuit, State of Hawaii.

My commission expires: April 23, 1973