

**SUPPLEMENTAL DECLARATION  
of  
COVENANTS AND RESTRICTIONS**

90 049427

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

90 APR 6 PM 2 46

ARCHIE K. VIELA, REGISTRAR

*ym*

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:  
PAUL M. UEOKA  
CARLSMITH, WICHMAN  
CASE, MUKAI AND ICHIKI  
2145 Wells Street, Suite 201  
Waikuku, Maui, Hawaii 96793

**SUPPLEMENTAL DECLARATION  
OF COVENANTS AND RESTRICTIONS**

This SUPPLEMENTAL DECLARATION made this 5<sup>th</sup> day of April, 1990, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P. O. Box 187, Kahului, Maui, Hawaii 96732 (the "Declarant").

The Declarant submitted land in Kapalua, Maui, Hawaii, to the Declaration of Covenants and Restrictions dated December 29, 1976, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11922, at Page 26, as supplemented and amended from time to time, and as amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and

recorded in the said Bureau in Liber 21185 at Page 173, (the "KRA Covenants"). The Declarant reserved rights to annex lands to the KRA Covenants as provided therein.

NOW THEREFORE, the Declarant hereby declares that the real property designated by the cross-hatched area in Exhibit A attached hereto and by reference made a part hereof shall be annexed to "Kapalua" as defined in the KRA Covenants, pursuant to Article II, Section 2, of the KRA Covenants and shall be held, sold, conveyed, encumbered, leased occupied and improved, subject to the "Kapalua Protective Provisions" as set forth in the KRA Covenants.

Said real property shall be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided, however, that if any such limitation, restriction, covenant, or condition conflicts with the KRA Covenants, then the KRA Covenants shall prevail.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY, INC.

By Paul J. Meyer  
Print Name: Paul J. Meyer

Its Executive Vice President / Finance

By Dennis K. Iwasaka  
Print Name: Dennis K. Iwasaka

Its Secretary-Treasurer

Approved as to Form:  
CARL SMITH, WICHMAN,  
CASE, MIKAI AND ICHIKI  
By Carl M. Ueda

STATE OF HAWAII )  
                          ) SS.  
COUNTY OF MAUI )

On this 5th day of APRIL, 1990, before me appeared Paul J. Meyer and Dennis K. Iwasaka, satisfactorily proven to me, who, by me duly sworn, did say that they are the Executive Vice President / Finance and Secretary-Treasurer, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Stephanie J. Hall  
Notary Public, State of Hawaii

My commission expires: 9-29-93

016/A16

Kapalua  
 Maui  
 Master Plan

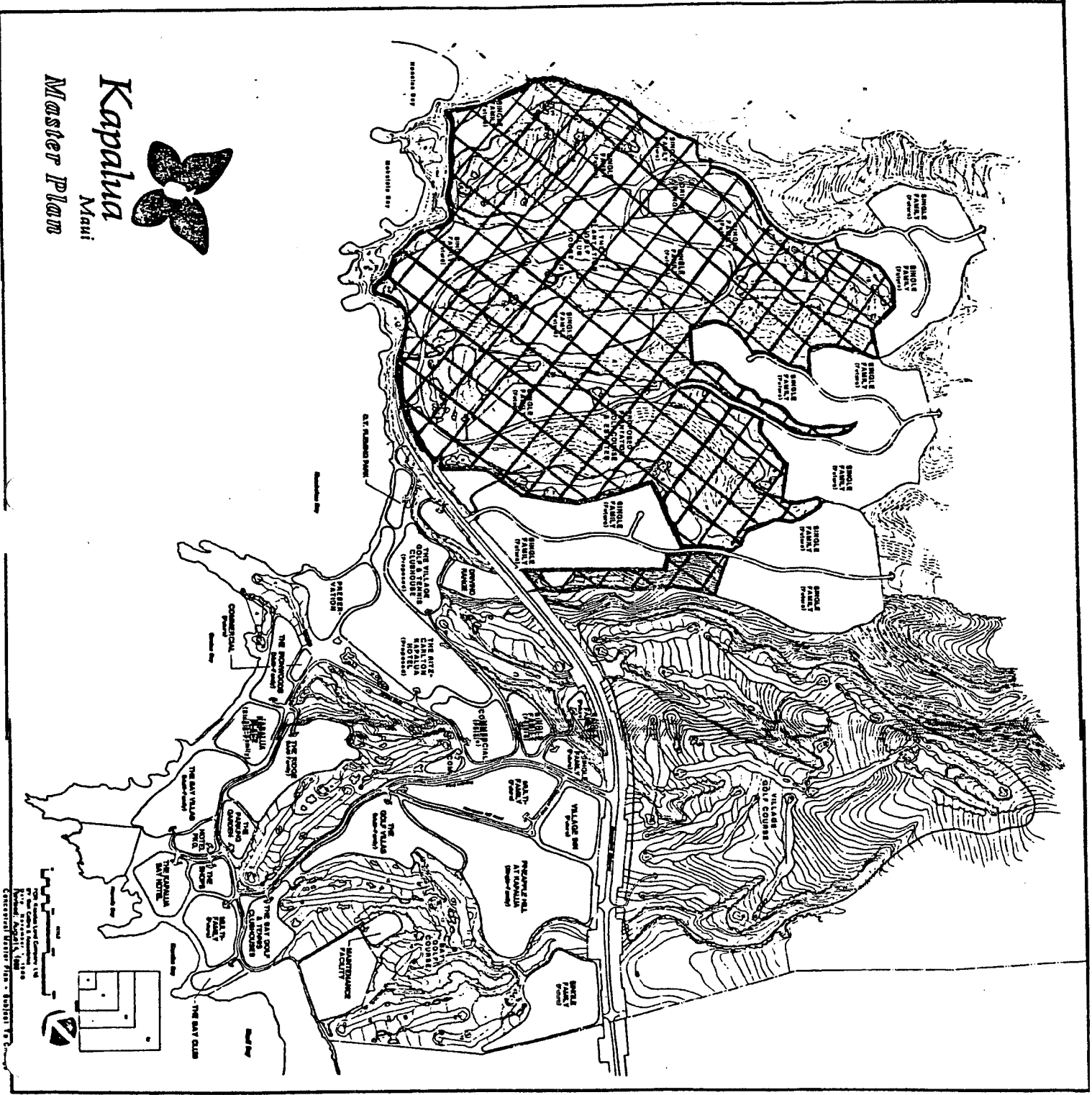


EXHIBIT A

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE 9/13/90 TIME 2:29 P.M.  
DOCUMENT NO. 90 142160

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

SUPPLEMENTAL DECLARATION  
OF COVENANTS AND RESTRICTIONS

This SUPPLEMENTAL DECLARATION made this 12<sup>th</sup> day of September, 1990, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P. O. Box 187, Kahului, Maui, Hawaii 96732 (the "Declarant").

The Declarant submitted land in Kapalua, Maui Hawaii, to the Declaration of Covenants and Restrictions dated December 29, 1976, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11922, at Page 26, as supplemented and amended from time to time, and as amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and recorded in the said Bureau in Liber 21185 at Page 173, as supplemented and amended from time to time (the "KRA Covenants"). The Declarant reserved rights to annex lands to the KRA Covenants as provided therein.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Exhibit A attached hereto and by reference made a part hereof shall be annexed to "Kapalua" as defined in the KRA Covenants, pursuant to Article II, Section

X9033180

2, of the KRA Covenants and shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the "Kapalua Protective Provisions" as set forth in the KRA Covenants.

Said real property shall be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided, however, that if any such limitation, restriction, covenant, or condition conflicts with the KRA Covenants, then the KRA Covenants shall prevail.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY, INC.

By: [Signature]  
Name: Paul J. Meyer  
Position: Executive Vice President / Finance

By: [Signature]  
Name: J. Hartley, Jr.  
Position: Executive Vice President

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) ss.

On this 12<sup>th</sup> day of September, 1990, before me personally appeared Paul J. Meyer and J. Hartley, Jr., to me personally known, who, being by me duly sworn, did say that they are the Executive Vice President / Finance and Executive Vice President, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public, State of Hawaii  
My Commission Expires: 4/17/91

EXHIBIT "A"

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATED AT HONOKAHUA, LAHAINA, ISLAND AND COUNTY OF MAUI, STATE OF HAWAII, BEING PORTIONS OF ROYAL PATENT 2236, LAND COMMISSION AWARD 8522-B, APANA 1 TO KALE DAVIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL ONE: Lot 2-A-1-B-2 of the Kapalua Development Subdivision situated westerly of Honoapiilani Highway (F.A.P. No. RF-030-1(3)) at Honokahua aforesaid, being more particularly described as follows:

Beginning at a point at the northeast corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HAWEA" being 283.97 feet North and 5,030.50 feet East and running by azimuths measured clockwise from True South:

1. 356° 15' 429.27 feet along the remainder of R.P. 2236, L.C. Aw. 8522-9, Apana 1 to Kale Davis, being also along Lot 2-A-1-B-1 of the Kapalua Development Subdivision;
2. 30° 00' 160.00 feet along same;
3. 86° 15' 291.88 feet along same;
4. 351° 15' 275.91 feet along same;
5. 81° 15' 166.26 feet along same;
6. 351° 15' 201.21 feet along same;
7. Thence along same on a curve to the right having a radius of 325.00 feet, the chord azimuth and distance being:  
5° 37' 30" 161.37 feet;
8. Thence along same on a curve to the left having a radius of 350.00 feet, the chord azimuth and distance being:  
4° 21' 19" 188.77 feet;



9. Thence along same on a curve to the right having a radius of 2265.00 feet, the chord azimuth and distance being:  
354° 48' 19" 480.96 feet;
10. 0° 54' 249.56 feet along same;
11. 68° 47' 292.21 feet along same;
12. 160° 38' 437.48 feet along same;
13. 248° 47' 35.00 feet along same;
14. 160° 38' 85.00 feet along same;
15. 158° 47' 160.71 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-1-A of the Kapalua Development Subdivision;
16. 68° 47' 160.00 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots 2-A-1-A and 2-A-1-B-1 of the Kapalua Development Subdivision;
17. 160° 06' 327.62 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-1-B-1 of the Kapalua Development Subdivision;
18. 175° 30' 1,081.10 feet along same;
19. 266° 00' 30" 145.96 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-7-C-2 of the Kapalua Development Subdivision;
20. Thence along same on a curve to the right having a radius of 495.72 feet, the chord azimuth and distance being:  
273° 57' 136.98 feet;
21. 281° 53' 30" 28.08 feet along same;

22. Thence along same on a curve to the right having a radius of 222.22 feet, the chord azimuth and distance being:  
296° 54' 30" 115.15 feet;
23. 311° 55' 30" 41.90 feet along same;
24. Thence along same on a curve to the left having a radius of 180.35 feet, the chord azimuth and distance being:  
264° 52' 30" 264.01 feet;
25. 217° 49' 30" 281.06 feet along same;
26. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-7-C-1 of the Kapalua Development Subdivision on a curve to the right having a radius of 282.65 feet, the chord azimuth and distance being:  
241° 29' 15" 226.88 feet;
27. 265° 09' 164.45 feet along same to the point of beginning and containing an Area of 33.295 Acres.

PARCEL TWO: Lot A-7-C-1 of the Kapalua Development Subdivision situate at Honokahua aforesaid, being more particularly described as follows:

Beginning at a point at the southwest corner of this lot, being also the southeast corner of Lot A-7-C-2 of the Kapalua Development Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HAWEA" being 161.76 feet North and 4,667.26 feet East and running by azimuths measured clockwise from True South:

1. 170° 00' 217.70 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-7-C-2 of the Kapalua Development Subdivision;
2. Thence along the shoreline which follows the vegetation line as surveyed by George F. Newcomer - Land Surveyor on April 10, 1989, the direct chord azimuth and distance being:  
252° 15' 533.47 feet;
- 3.

3. 7° 34' 250.72 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot B ("D.T. Fleming Park") of the Kapalua Development Subdivision;
4. 85° 09' 238.75 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots 2-A-1-B-1 and 2-A-1-B-2 of the Kapalua Development Subdivision;
5. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-1-B-2 of the Kapalua Development Subdivision on a curve to the left having a radius of 282.65 feet, the chord azimuth and distance being: 61° 29' 15" 226.88 feet to the point of beginning and containing an Area of 2.15 Acres, more or less.

PARCEL THREE: Lot 2-A-1-B-3 of the Kapalua Development Subdivision at Honokahua aforesaid described as follows:

Beginning at a point at the northeasterly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HAWEA" being 682.19 feet North and 5,786.78 feet East and running by azimuths measured clockwise from True South:

1. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-1-B-1 of the Kapalua Development Subdivision on a curve to the right having a radius of 183.00 feet, the chord azimuth and distance being: 27° 37' 36.50" 222.50 feet
2. 65° 04' 130.25 feet along same;
3. Thence along same on a curve to the left having a radius of 792.00 feet, the chord azimuth and distance being: 57° 34' 206.75 feet

4.

4. 50° 04' 5.06 feet along same;
5. Thence along same on a curve to the right having a radius of 318.00 feet, the chord azimuth and distance being:  
67° 36' 30" 191.69 feet;
6. 85° 09' 113.30 feet along same;
7. 187° 34' 49.15 feet along same;
8. 265° 09' 102.73 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot D of the Kapalua Development Subdivision;
9. Thence along same on a curve to the left having a radius of 270.00 feet, the chord azimuth and distance being:  
247° 36' 30" 162.76 feet;
10. 230° 04' 5.06 feet along same;
11. Thence along same on a curve to the right having a radius of 840.00 feet, the chord azimuth and distance being:  
237° 34' 219.28 feet;
12. 245° 04' 130.25 feet along same;
13. Thence along same on a curve to the left having a radius of 135.00 feet, the chord azimuth and distance being:  
207° 09' 165.92 feet;
14. 259° 14' 40.00 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along the south end of Lower Honoapiilani Road;
15. 280° 08' 27" 8.54 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis to the point of beginning and containing an Area of 0.934 Acres.

PARCEL FOUR: Lot 2-A-1-B-4 of the Kapalua Development Subdivision at Honokahua aforesaid, described as follows:

Beginning at a point at the southeast corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "HAWEA" being 2,200.09 feet South and 363.67 feet East and running by azimuths measured clockwise from True South:

1. 117° 35' 24" 80.90 feet along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along the east side of Lower Honoapiilani Road;
2. Thence along same on a curve to the right having a radius of 146.19 feet, the chord azimuth and distance being:  
150° 53' 38.50" 160.54 feet;
3. 94° 11' 53" 40.00 feet along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along the north end of Lower Honoapiilani Road;
4. Thence along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along the west side of Lower Honoapiilani Road on a curve to the left having a radius of 186.19 feet, the chord azimuth and distance being:  
~~358° 13' 8.50" 38.79 feet;~~
5. 101° 26' 54" 8.45 feet along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along TMK: 4-2-02:04;
6. Thence along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along Lots A-1 and A-2 of the Kapalua Development Subdivision on a curve to the right having a radius of 194.19 feet, the chord azimuth and distance being:  
190° 17' 30.50" 115.05 feet;

6.

7. 207° 31' 24" 125.19 feet along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along Lot A-2 of the Kapalua Development Subdivision;
8. Thence along same on a curve to the right having a radius of 236.44 feet, the chord azimuth and distance being:  
223° 34' 54" 130.81 feet;
9. 239° 38' 24" 173.40 feet along same;
10. Thence along same on a curve to the left having a radius of 294.16 feet, the chord azimuth and distance being:  
224° 01' 54" 158.29 feet;
11. 208° 25' 24" 91.40 feet along same;
12. 212° 55' 24" 141.26 feet along the remainders of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia and R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-2 of the Kapalua Development Subdivision;
13. 218° 36' 30" 219.92 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-2 of the Kapalua Development Subdivision;
14. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-2 and A-3-A of the Kapalua Development Subdivision on a curve to the left having a radius of 408.54 feet, the chord azimuth and distance being:  
206° 57' 15" 165.05 feet;
15. 195° 18' 105.66 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-3-A and A-4-A of the Kapalua Development Subdivision;

16. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-4-A of the Kapalua Development Subdivision on a curve to the right having a radius of 846.51 feet, the chord azimuth and distance being: 198° 02' 80.74 feet;
17. 200° 46' 66.02 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-4-A and A-5-A-1 of the Kapalua Development Subdivision;
18. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-5-A-1 and A-5-A-2 of the Kapalua Development Subdivision on a curve to the right having a radius of 355.40 feet; the chord azimuth and distance being: 217° 05' 30" 199.80 feet;
19. 233° 25" 337.70 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-5-A-2 and A-6 of the Kapalua Development Subdivision;
20. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-6 of the Kapalua Development Subdivision on a curve to the right having a radius of 282.65 feet, the chord azimuth and distance being: 262° 28' 30" 274.57 feet;
21. 291° 32' 163.23 feet along same;
22. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot A-6 of the Kapalua Development Subdivision and the Kapalua Place Subdivision, File Plan 1956 on a curve to the left having a radius of 735.94 feet,

the chord azimuth and distance  
being:

286° 47' 30" 121.67 feet;

23. 282° 03' 83.16 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along the Kapalua Place Subdivision, File Plan 1956;
24. Thence along same on a curve to the left having a radius of 148.29 feet, the chord azimuth and distance being:  
264° 03' 91.65 feet;
25. 246° 03' 77.75 feet along same;
26. Thence along same on a curve to the right having a radius of 1861.47 feet, the chord azimuth and distance being:  
248° 11' 138.59 feet;
27. 250° 19' 155.12 feet along same;
28. Thence along same on a curve to the left having a radius of 544.96 feet, the chord azimuth and distance being:  
242° 12' 30" 153.73 feet;
29. 234° 06' 54.39 feet along same;
30. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along the Kapalua Place Subdivision, File Plan 1956 and Lot A-7-A of the Kapalua Development Subdivision on a curve to the right having a radius of 391.78 feet, the chord azimuth and distance being:  
245° 02' 45" 148.78 feet;
31. 255° 59' 30" 576.56 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots A-7-A and A-7-C-5 of the Kapalua Development Subdivision;
32. 22° 00' 69.23 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to



Kale Davis, being also along Lot  
2-A-1-B-1 of the Kapalua  
Development Subdivision;

33. 75° 59' 30" 535.86 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots 2-A-1-B-1 and 2-A-2 of the Kapalua Development Subdivision;
34. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots 2-A-2 and 2-A-4 of the Kapalua Development Subdivision on a curve to the left having a radius of 335.78 feet, the chord azimuth and distance being:  
65° 02' 45" 127.52 feet;
35. 54° 06' 54.39 feet along same;
36. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-2 of the Kapalua Development Subdivision on a curve to the right having a radius of 600.96 feet, the chord azimuth and distance being:  
62° 12' 30" 169.52 feet;
37. 70° 19' 155.12 feet along same;
38. Thence along same on a curve to the left having a radius of 1805.47 feet, the chord azimuth and distance being:  
68° 11' 134.42 feet;
39. 66° 03' 77.75 feet along same;
40. Thence along same on a curve to the right having a radius of 204.29 feet, the chord azimuth and distance being:  
84° 03' 126.26 feet;
41. 102° 03' 83.16 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-3 of the Kapalua Development Subdivision;

42. Thence along same on a curve to the right having a radius of 791.94 feet, the chord azimuth and distance being:  
106° 47' 30" 130.93 feet;
43. 111° 32' 163.23 feet along same;
44. Thence along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lots 2-A-3 and 2-A-1-B-1 of the Kapalua Development Subdivision on a curve to the left having a radius of 226.65 feet, the chord azimuth and distance being:  
82° 28' 30" 220.17 feet;
45. 53° 25' 337.70 feet along the remainder of R.P. 2236, L.C. Aw. 8522-B, Apana 1 to Kale Davis, being also along Lot 2-A-1-B-1 of the Kapalua Development Subdivision;
46. Thence along same on a curve to the left having a radius of 299.40 feet, the chord azimuth and distance being:  
37° 05' 30" 168.31 feet;
47. 20° 46' 66.02 feet along same;
48. Thence along same on a curve to the left having a radius of 790.51 feet, the chord azimuth and distance being:  
18° 02' 75.40 feet;
49. 15° 18' 105.66 feet along same;
50. Thence along same on a curve to the right having a radius of 464.54 feet, the chord azimuth and distance being:  
26° 57' 15" 187.68 feet;
51. 38° 36' 30" 217.14 feet along same;
52. 32° 55' 24" 136.27 feet along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along Lot 2-A-1-B-1 of the Kapalua Development Subdivision;

53. 28° 25' 24" 89.21 feet along same;
54. Thence along same on a curve to the right having a radius of 350.16 feet, the chord azimuth and distance being:  
44° 01' 54" 188.43 feet;
55. 59° 38' 24" 173.40 feet along same;
56. Thence along same on a curve to the left having a radius of 180.44 feet, the chord azimuth and distance being:  
43° 34' 54" 99.82 feet;
57. 27° 31' 24" 125.19 feet along same;
58. Thence along same on a curve to the left having a radius of 138.19 feet, the chord azimuth and distance being:  
342° 33' 24" 195.32 feet;
59. 297° 35' 24" 56.15 feet along same;
60. Thence along the remainder of R.P. 1663, Apana 1, L.C. Aw. 5524, Apana 1 to L. Konia, being also along Lower Honoapiilani Road on a curve to the left having a radius of 198.00 feet, the chord azimuth and distance being:  
315° 30' 52" 26.02 feet to the point of beginning and containing an Area of 5.296 Acres.

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE May 24, 1991 TIME 10:10 am  
DOCUMENT NO. 91-067724

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (  ) Pickup ( ) To:

<sup>PMH</sup>  
CARLSMITH BALL WICHMAN  
MURRAY CASE MUKAI & ICHIKI  
2145 Wells Street, Suite 201  
Wailuku, Maui, Hawaii 96793

**SUPPLEMENTAL DECLARATION  
OF COVENANTS AND RESTRICTIONS**

This SUPPLEMENTAL DECLARATION made this 23rd day of MAY, 1991, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P. O. Box 187, Kahului, Maui, Hawaii 96732 (the "Declarant").

The Declarant submitted land in Kapalua, Maui, Hawaii, to the Declaration of Covenants and Restrictions dated December 29, 1976, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 11922, at Page 26, as supplemented, amended, and/or restated by instruments dated August 14, 1985, recorded in Liber 19005 on Page 629, dated September 30, 1987,

recorded in Liber 21185 on Page 173, dated December 6, 1989,  
recorded in Liber 24012 on Page 17, dated April 5, 1990,  
recorded as Document No. 90-049427, dated September 12, 1990,  
recorded as Document No. 90-142160, and dated October 18, 1990,  
recorded as Document No. 90-164621 (the "KRA Covenants"). The  
Declarant reserved rights to annex lands to the KRA Covenants  
as provided therein.

NOW THEREFORE, the Declarant hereby declares that the  
real property designated by the cross-hatched area in Exhibit A  
attached hereto and by reference made a part hereof shall be  
annexed to "Kapalua" as defined in the KRA Covenants, pursuant  
to Article II, Section 2, of the KRA Covenants and shall be  
held, sold, conveyed, encumbered, leased occupied and improved,  
subject to the "Kapalua Protective Provisions" as set forth in  
the KRA Covenants.

Said real property shall be subject to such  
additional limitations, restrictions, covenants and conditions  
which may be imposed by the owner(s) thereof from time to time,  
provided, however, that if any such limitation, restriction,  
covenant, or condition conflicts with the KRA Covenants, then  
the KRA Covenants shall prevail.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY, INC.

By *Gary L. Gifford*  
Print Name: Gary L. Gifford  
Its Exec. V.P./Resort

By *Dennis K. Iwasaka*  
Print Name: Dennis K. Iwasaka  
Its Secretary-Treasurer

STATE OF HAWAII )  
                          ) SS.  
COUNTY OF MAUI )

On this 23rd day of May, 1991, before me appeared Gary L. Gifford and Dennis K. Iwasaka, satisfactorily proven to me, who, by me duly sworn, did say that they are the Executive Vice President and Secretary-Treasurer, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

*Stephanie J. Hall*  
Notary Public, State of Hawaii

My commission expires: 9-29-93

003/A21

KRA Covenants - The Plantation At Kapalua  
X8928321

**Kapaha**  
Maui  
Master Plan



**EXHIBIT A**

We hereby certify that this is a true copy of the original  
filed as Land Court Document No. \_\_\_\_\_  
and / or recorded in the Bureau of Conveyances as  
Document No. 2003-084292 on  
May 6, 2003 at 8:01 o'clock AM  
TITLE GUARANTY OF HAWAII, INCORPORATED

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail  Pickup  To:

Kapalua Resort Association  
700 Village Road  
Kapalua, Hawaii 96761  
Attention: Caroline Peters Egli  
Telephone: 808-669-5433

TG-327204E  
RS

TITLE OF DOCUMENT:

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS

PARTIES TO DOCUMENT:

DECLARANT: MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation

TAX MAP KEY(S): Maui 4-2-4-24 & 4-2-7-1 through 31

(This document consists of 10 pages.)

Annexation of Lot 1-C, Kapalua Central Resort Subdivision, & Lots 1-39, File Plan 2280



**SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS**

This SUPPLEMENTAL DECLARATION made this 21<sup>st</sup> day of April, 2003, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P.O. Box 187, Kahului, Maui, Hawaii 96732 ("the Declarant").

**RECITALS**

A. Maui Land & Pineapple Company, Inc. submitted certain lands in Kapalua, Maui, Hawaii to the Declaration of Covenants and Restrictions dated December 30, 1976 and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 11922 at Page 26.<sup>1</sup> This Declaration, as amended, supplemented and restated to date is hereinafter called the "Declaration".

B. As set forth in Article II of the Declaration, the Declarant reserved the right to annex additional lands to Kapalua by executing and recording a Supplemental Declaration.

NOW THEREFORE, the Declarant hereby declares that the real property described in Exhibits A & B attached hereto and by reference made a part hereof shall be annexed to "Kapalua" as defined in the KRA Covenants, pursuant to Article II, Section 2, of the KRA Covenants and shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the "Kapalua Protective Provisions" as defined therein.


Said real property shall be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided, however, that if any such limitation, restriction, covenant, or condition conflicts with the KRA Covenants, then the KRA Covenants shall prevail.


---

<sup>1</sup> This Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and recorded in the Bureau in Liber 21185 at Page 173, and further amended by (i) First Amendment to Amended and Restated Declaration of Covenants and Restrictions dated December 6, 1989, recorded in the Bureau in Liber 24012, Page 17, (ii) Second Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 22, 1990, recorded in the Bureau as Document No. 90-164621, and (iii) Third Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 4, 1999, recorded in the Bureau as Document No. 99-160407, and further supplemented by (a) Supplemental Declaration of Covenants and Restrictions dated April 5, 1990, recorded in said Bureau as Document No. 90-049427, (b) Supplemental Declaration of Covenants and Restrictions dated September 12, 1990, recorded in said Bureau as Document No. 90-142160, (c) Supplemental Declaration of Covenants and Restrictions dated May 23, 1991, recorded in said Bureau as Document No. 91-067724.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY,  
INC.

By   
Don Young  
Its Executive Vice President/Resort &  
Commercial Property

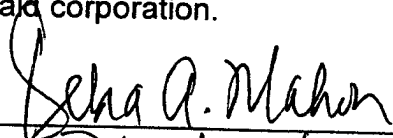

By   
Robert M. McNatt  
Its Vice President/Land Planning &  
Development

STATE OF HAWAII )

) SS.

COUNTY OF MAUI )

On this 27<sup>th</sup> day of April, 2003, before me appeared Don Young and Robert M. McNatt, satisfactorily proven to me who by, me duly sworn, did say that they are the Executive Vice President and Vice President, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Debra A. Mahon  

Name: Debra A. Mahon  
Notary Public, State of Hawaii

My commission expires: Oct. 1, 2004

**EXHIBIT A**

All of those certain parcels of land situate at Napili 2 and 3 and Honokahua, District of Lahaina, Island and County of Maui, State of Hawaii, being more particularly described as **Lots 1 through 39, inclusive**, of the Pineapple Hill at Kapalua Phase 2 Subdivision as shown on **File Plan No. 2280** filed in the Bureau of Conveyances of the State of Hawaii.

EXHIBIT B  
DESCRIPTION

KAPALUA CENTRAL RESORT SUBDIVISION  
LOT 1C

Being portions of Lot 1 and Lot 2 of the Kapalua Central Resort Subdivision, being also a portion of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis situated at Honokahua, Lahaina, Island and County of Maui, State of Hawaii.

Beginning at a ½-inch pipe at the Southerly corner of this lot and the Northwesterly side of Honoapiilani Highway (F.A.P. No. RF-030-1 (3)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HAWEA" being:

3,648.59 feet South

4,529.78 feet East

and running by azimuths measured clockwise from True South:

1. Thence along the remainder of Lot 1 of the Kapalua Central Resort Subdivision, being also the remainder of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:  
95° 35' 19" 42.43 feet to a ½-inch pipe;
2. 140° 35' 19" 27.94 feet along same to a ½-inch pipe;
3. Thence along same on a curve to the right with a radius of 300.00 feet, the chord azimuth and distance being:  
157° 40' 39.5" 176.31 feet to a ½-inch pipe;
4. 174° 46' 603.90 feet along same to a ½-inch pipe;
5. Thence along same on a curve to the left with a radius of 1,060.00 feet, the chord azimuth and distance being:  
167° 59' 250.40 feet to a "+" in sidewalk;
6. 161° 12' 577.34 feet along same to a ½-inch pipe;
7. Thence along same on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:  
206° 12' 42.43 feet to a ½-inch pipe;
8. 251° 12' 174.52 feet along same to a ½-inch pipe;

9. Thence along the remainders of Lot 1 and Lot 2 of the Kapalua Central Resort Subdivision, being also the remainder of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis on a curve to the right with a radius of 500.00 feet, the chord azimuth and distance being:  
261° 03' 171.07 feet to a ½-inch pipe;
10. 270° 54' 111.43 feet along the remainder of Lot 1 of the Kapalua Central Resort Subdivision, being also the remainder of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis to a ½-inch pipe;
11. Thence along same on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:  
315° 54' 42.43 feet to a ½-inch pipe;
12. 270° 54' 65.00 feet along same to a ½-inch pipe;
13. 0° 54' 178.89 feet along same to a ½-inch pipe;
14. Thence along same on a curve to the left with a radius of 58.50 feet, the chord azimuth and distance being:  
320° 15' 38" 5.59 feet to a ½-inch pipe;
15. 323° 00' 38.60 feet along same to a ½-inch pipe;
16. Thence along same on a curve to the left with a radius of 94.00 feet, the chord azimuth and distance being:  
313° 15' 31.84 feet to a P-K nail;
17. 303° 30' 13.15 feet along same to a P-K nail;
18. Thence along same on a curve to the left with a radius of 56.00 feet, the chord azimuth and distance being:  
270° 15' 61.41 feet to a P-K nail;
19. 185° 00' 351.46 feet along same to a ½-inch pipe;
20. 240° 00' 170.30 feet along same to a ½-inch pipe;
21. 334° 00' 116.43 feet along same to a P-K nail;
22. Thence along same on a curve to the right with a radius of 715.00 feet, the chord azimuth and distance being:  
335° 30' 37.43 feet to a ½-inch pipe;

23. 337° 00' 25.58 feet along same to a ½-inch pipe;
24. Thence along same on a curve to the right with a radius of 280.00 feet, the chord azimuth and distance being:  
348° 00' 106.85 feet to a ½-inch pipe;
25. 359° 00' 22.91 feet along same to a ½-inch pipe;
26. Thence along same on a curve to the left with a radius of 190.00 feet, the chord azimuth and distance being:  
347° 00' 79.01 feet to a ½-inch pipe;
27. 335° 00' 52.28 feet along same to a ½-inch pipe;
28. Thence along same on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:  
341° 30' 22.64 feet to a ½-inch pipe;
29. 348° 00' 36.49 feet along same to a ½-inch pipe;
30. Thence along same on a curve to the left with a radius of 50.00 feet, the chord azimuth and distance being:  
326° 30' 36.65 feet to a ½-inch pipe;
31. 305° 00' 86.09 feet along same to a ½-inch pipe;
32. 300° 00' 122.36 feet along same to a ½-inch pipe;
33. Thence along the Westerly side of Honoapiilani Highway (F.A.P. No. RF-030(3)), being also the remainder of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis on a curve to the right with a radius of 2,480.09 feet, the chord azimuth and distance being:  
17° 00' 22" 5.19 feet;
34. Thence along same on a curve to the right with a radius of 2,480.09 feet, the chord azimuth and distance being:  
17° 23' 04.5" 27.57 feet;
35. Thence along same on a curve to the right with a radius of 2,480.09 feet, the chord azimuth and distance being:  
17° 58' 18" 23.25 feet;
36. 327° 05' 28" 107.99 feet along same to a ¾-inch pipe;

37. Thence along Northwesterly side of Honoapiilani Highway (F.A.P. No. RF-030(3)), being also the remainder of Royal Patent 2236, Land Commission Award 8522-B, Apana 1 to Kale Davis on a curve to the right with a radius of 2,565.09 feet, the chord azimuth and distance being:  
24° 26' 43.5" 419.63 feet;
38. Thence along same on a curve to the right with a radius of 2,565.09 feet, the chord azimuth and distance being:  
29° 48' 26.5" 60.00 feet;
39. Thence along same on a curve to the right with a radius of 2,565.09 feet, the chord azimuth and distance being:  
31° 03' 40.5" 52.27 feet to a ¼-inch pipe;
40. 121° 38' 42" 45.00 feet along same to a ¼-inch pipe;
41. Thence along same on a curve to the right with a radius of 2,520.09 feet, the chord azimuth and distance being:  
34° 53' 17" 285.13 feet;
42. 128° 07' 52" 90.00 feet along same;
43. Thence along same on a curve to the right with a radius of 2,430.09 feet, the chord azimuth and distance being:  
39° 12' 43.5" 91.69 feet;
44. 310° 17' 35" 40.00 feet along same;
45. Thence along same on a curve to the right with a radius of 2,470.09 feet, the chord azimuth and distance being:  
41° 54' 52.5" 139.79 feet;
46. 313° 32' 10" 30.00 feet along same;
47. Thence along same on a curve to the right with a radius of 2,500.09 feet, the chord azimuth and distance being:  
45° 09' 27.5" 141.49 feet;
48. 316° 46' 45" 30.00 feet along same to a ½-inch pipe;
49. Thence along same on a curve to the right with a radius of 2,530.09 feet, the chord azimuth and distance being:  
48° 41' 02" 168.19 feet;



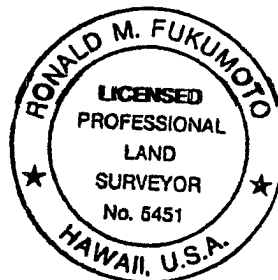
50. 50° 35' 19" 26.88 feet along same to the point of beginning and containing an area of 28.900 Acres.

Vehicle access will not be permitted into and from Honoapiilani Highway (F.A.P. No. RF-030-(3)) over and across courses 33, 35 through 37, inclusive and 39 through 50, inclusive of the above described Lot 1C.

However, vehicle access (for underpass only) will be permitted into and from Honoapiilani Highway (F.A.P. No. RF-030-(3)) over and across course 34 of the described Lot 1C.

Vehicle access will be permitted into and from Honoapiilani Highway (F.A.P. No. RF-030-(3)) over and across course 38 of the described Lot 1C.

This work was prepared by me  
or under my supervision.



RONALD M. FUKUMOTO ENGINEERING, INC.

*Ronald M. Fukumoto*

Ronald M. Fukumoto  
Licensed Professional Land Surveyor  
Certificate Number 5451

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
March 13, 2000

KLC02B

M

extra copy



R-960 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
MAR 12, 2004 09:30 AM  
Doc No(s) 2004-051724



IS/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 2/2 22

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail  Pickup  To:

2

Kapalua Resort Association  
700 Village Road  
Kapalua, Hawaii 96761  
Attention: Caroline Peters Belsom  
Telephone: 808-669-5433

TG: 200331939-5

TGE: A3-202-0403  
GEORGIANNA M. DAVIS

TITLE OF DOCUMENT:

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS

PARTIES TO DOCUMENT:

DECLARANT: MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation

TAX MAP KEY(S): Maui 4-2-4-32 (por.)

(This document consists of 6 pages.)

Annexation of Lot 2, Kalaepiha Point Subdivision

**SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS**

This SUPPLEMENTAL DECLARATION made this 26th day of February, 2004, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P.O. Box 187, Kahului, Maui, Hawaii 96732 ("the Declarant").

**RECITALS**

A. Maui Land & Pineapple Company, Inc. submitted certain lands in Kapalua, Maui, Hawaii to the Declaration of Covenants and Restrictions dated December 30, 1976 and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 11922 at Page 26.<sup>1</sup> This Declaration, as amended, supplemented and restated to date is hereinafter called the "Declaration".

B. As set forth in Article II of the Declaration, the Declarant reserved the right to annex additional lands to Kapalua by executing and recording a Supplemental Declaration.

NOW THEREFORE, the Declarant hereby declares that the real property described in Exhibit A attached hereto and by reference made a part hereof shall be annexed to "Kapalua" as defined in the KRA Covenants, pursuant to Article II, Section 2, of the KRA Covenants and shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the "Kapalua Protective Provisions" as defined therein.

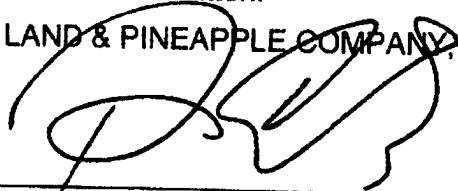
Said real property shall be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided; however, that if any such limitation, restriction, covenant, or condition conflicts with the KRA Covenants, then the KRA Covenants shall prevail.

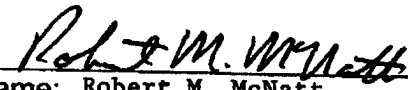
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<sup>1</sup> This Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and recorded in the Bureau in Liber 21185 at Page 173, and further amended by (i) First Amendment to Amended and Restated Declaration of Covenants and Restrictions dated December 6, 1989, recorded in the Bureau in Liber 24012, Page 17, (ii) Second Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 22, 1990, recorded in the Bureau as Document No. 90-164621, and (iii) Third Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 4, 1999, recorded in the Bureau as Document No. 99-160407, and further supplemented by (a) Supplemental Declaration of Covenants and Restrictions dated April 5, 1990, recorded in said Bureau as Document No. 90-049427, (b) Supplemental Declaration of Covenants and Restrictions dated September 12, 1990, recorded in said Bureau as Document No. 90-142160, (c) Supplemental Declaration of Covenants and Restrictions dated May 23, 1991, recorded in said Bureau as Document No. 91-067724.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY,  
INC.

By   
Name: David C. Cole  
Its: President & CEO

By   
Name: Robert M. McNatt  
Its: Vice President/Land Planning  
& Development

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI

On this 26th day of February, 2004, before me appeared David C. Cole and Robert M. McNatt, satisfactorily proven to me who by me duly sworn, did say that they are the President & CEO and VP/Land Planning & Development, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; ~~that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.~~

Debra A. Mahon 18  
Name: Debra A. Mahon  
Notary Public, State of Hawaii  
My commission expires: Oct. 1, 2004

## EXHIBIT A

### Lot 2, Kalaepiha Point Subdivision

Land situated on the northwesterly side of Honoapiilani Highway at Honolua, Lahaina, Maui, Hawaii, being a portion of R.P. 8129, L.C. Aw. 8559-B, Apana 23 to Wm. C. Lunalilo, being more particularly described as Lot 2 of the "Kalaepiha Point Subdivision" and being more particularly described as follows:

Beginning at a point at the northeasterly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station AHAWEA@ being 3,597.35 feet North and 9,058.27 feet East and running by azimuths measured clockwise from True South:

1. 351E 38' 99.74 feet along the remainder of R.P. 8129, L.C. Aw. 8559-B, Apana 23 to Wm. C. Lunalilo, being also along Lot 3 of Kalaepiha Point Subdivision to a point;
2. 12E 42' 164.85 feet along same to a point;
3. 51E 53' 82.92 feet along the northwesterly side of Honoapiilani Highway to a point;
4. Thence along same on a curve to the left, having a radius of 1,180.00 feet, the chord azimuth and distance being: 48E 41' 30" 131.40 feet to a point;
5. 45E 30' 253.20 feet along same to a point;
6. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 315E 30', and the point of tangency azimuth from the radial point being: 321E 10' 44", having a radius of 790.00 feet, the chord azimuth and distance being: 48E 20' 22" 78.27 feet to a point;
7. 155E 03' 182.40 feet along the remainder of R.P. 8129, L.C. Aw. 8559-B, Apana 23 to Wm. C. Lunalilo, being also along Lot 1 of Kalaepiha Point Subdivision to a point;
8. 86E 28' 98.93 feet along same to a point;

Thence along the highwater mark at seashore (bottom of bank) for the next two (2)

courses, the direct azimuths and distances between points along said highwater mark being:

- |     |      |     |        |                             |
|-----|------|-----|--------|-----------------------------|
| 9.  | 184E | 53' | 80.88  | feet along same to a point; |
| 10. | 199E | 33' | 198.01 | feet along same to a point; |

Thence along the highwater mark at seashore (top of bank) for the next ten (10) courses, the direct azimuths and distances between points along said highwater mark being:

- |     |      |     |        |  |
|-----|------|-----|--------|--|
| 11. | 178E | 27' | 136.13 | feet along same to a point;  |
| 12. | 249E | 18' | 103.99 | feet along same to a point;  |
| 13. | 166E | 53' | 93.30  | feet along same to a point;  |
| 14. | 137E | 58' | 78.64  | feet along same to a point;  |
| 15. | 136E | 03' | 104.26 | feet along same to a point;  |
| 16. | 226E | 23' | 69.47  | feet along same to a point;  |
| 17. | 321E | 31' | 178.15 | feet along same to a point;  |
| 18. | 270E | 02' | 188.49 | feet along same to a point;  |
| 19. | 300E | 21' | 180.27 | feet along same to a point;  |
| 20. | 280E | 37' | 75.96  | feet along same to the point of beginning and containing an area of 6.5 acres. |

Being the land acquired as follows:

1. By Baldwin Packers, Limited, a Hawaii corporation, by Deed of Emily A. Baldwin, et al, dated December 26, 1923, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 685 at Page 456; and

2. By Maui Land & Pineapple Company, Inc., a Hawaii corporation, by Quitclaim Deed of John Brennan and Susan Brennan, husband and wife, dated August 29, 1996, recorded in said Bureau as Document No. 96-179620.

*Handwritten notes at the top of the page.*



R-252 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
AUG 27, 2004 08:01 AM  
Doc No(s) 2004-175952 Thru 2004-175953



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 1/3 23

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail  Pickup  To:

Kapalua Resort Association  
700 Village Road  
Kapalua, Hawaii 96761  
Attention: Caroline Peters Belsom  
Telephone: 808-669-5433

T3: 200253191 P

T0E: \_\_\_\_\_



TITLE OF DOCUMENT:

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS

PARTIES TO DOCUMENT:

DECLARANT: MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation

TAX MAP KEY(S): Maui 4-2-1-1 (por.) Honolua Ridge - Phase I Subdivision,  
File Plan No. 2375, Lot Nos. 1 through 31, inclusive  
(This document consists of 6 pages.)

Annexation of Honolua Ridge -- Phase I Subdivision



**SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS**

This SUPPLEMENTAL DECLARATION made this 23<sup>rd</sup> day of August, 2004, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P.O. Box 187, Kahului, Maui, Hawaii 96732 ("the Declarant").

**RECITALS**

**A.** Maui Land & Pineapple Company, Inc. submitted certain lands in Kapalua, Maui, Hawaii to the Declaration of Covenants and Restrictions dated December 30, 1976 and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 11922 at Page 26.<sup>1</sup> This Declaration, as amended, supplemented and restated to date is hereinafter called the "Declaration".

**B.** As set forth in Article II of the Declaration, the Declarant reserved the right to annex additional lands to Kapalua by executing and recording a Supplemental Declaration.

NOW THEREFORE, the Declarant hereby declares that the real property described in Exhibit A attached hereto and by reference made a part hereof (the "Property") shall be annexed to "Kapalua" as defined in the KRA Covenants, pursuant to Article II, Section 2, of the KRA Covenants and shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the "Kapalua Protective Provisions" as defined therein.

The Property shall be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided, however, that if any such limitation, restriction, covenant, or condition conflicts with the KRA Covenants, then the KRA Covenants shall prevail.

---

<sup>1</sup> This Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and recorded in the Bureau in Liber 21185 at Page 173, and further amended by (i) First Amendment to Amended and Restated Declaration of Covenants and Restrictions dated December 6, 1989, recorded in the Bureau in Liber 24012, Page 17, (ii) Second Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 22, 1990, recorded in the Bureau as Document No. 90-164621, and (iii) Third Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 4, 1999, recorded in the Bureau as Document No. 99-160407, and further supplemented by (a) Supplemental Declaration of Covenants and Restrictions dated April 5, 1990, recorded in said Bureau as Document No. 90-049427, (b) Supplemental Declaration of Covenants and Restrictions dated September 12, 1990, recorded in said Bureau as Document No. 90-142160, (c) Supplemental Declaration of Covenants and Restrictions dated May 23, 1991, recorded in said Bureau as Document No. 91-067724, and (d) Supplemental Declaration of Covenants and Restrictions dated April 29, 2003, recorded in said Bureau as Document No. 2003-084252.

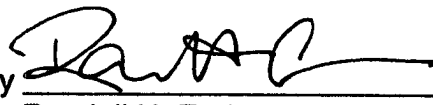
Notwithstanding the foregoing, pursuant to Maui County Code Section 19.30A.040.D and Hawaii Revised Statutes Section 205-4.6, nothing in the KRA Covenants shall be construed or applied to prohibit or limit the conduct of agricultural activities permitted under Chapter 205, Hawaii Revised Statutes, or Maui County Code Chapter 19.30A on the Property.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY,  
INC.

By   
Warren A. Suzuki

Its Senior Vice President/Community  
Relations & Corporate Communications

By   
Randall H. Endo

Its Vice President/Government Relations

**CONSENT & JOINDER**

HONOLUA RIDGE LLC, owner of the Annexed Property described above, hereby consents to this Supplement to Declaration and agrees that the Annexed Property shall be subject to the Declaration as set forth in this Supplement to Declaration.

HONOLUA RIDGE LLC  
By Kapalua Land Company, Ltd.  
Its Member

By Robert M. McNatt  
Robert M. McNatt  
Its Senior Vice President/Planning  
& Development

By Thomas J. Selby  
Thomas J. Selby  
Its Vice President/Finance

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 23<sup>rd</sup> day of August, 2004, before me appeared Warren A. Suzuki and Randall H. Endo, satisfactorily proven to me who by, me duly sworn, did say that they are the Senior Vice President/Community Relations & Corporate Communications and Vice President/Government Relations, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.

L.S.



Name: Lydia A. Toda

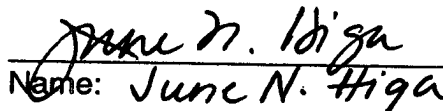
Notary Public, State of Hawaii

My commission expires: 11.17.2004

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 23<sup>rd</sup> day of August, 2004, before me appeared Robert M. McNatt and Thomas E. Selby, satisfactorily proven to me who by, me duly sworn, did say that they are the Senior Vice President/Planning & Development and Vice President/Finance, respectively, of Kapalua Land Company, Ltd., a Hawaii corporation, member of HONOLUA RIDGE LLC, a Hawaii limited liability company; that the foregoing was signed on behalf of said company, and the said officers acknowledged said instrument to be the free act and deed of said company.

L.S.



Name: June N. Higa

Notary Public, State of Hawaii

My commission expires: 3/31/06



## **EXHIBIT A**

All of those certain parcels of land situate at Honolua, Lahaina, Island and County of Maui, State of Hawaii, being portion of Lot 2-B of the Kapalua Mauka Large Lot Subdivision No. 2, being LOTS 1 THROUGH 31, INCLUSIVE, of the "HONOLUA RIDGE - PHASE I" Subdivision, as shown on File Plan Number 2375, filed in the Bureau of Conveyances of the State of Hawaii.

Being the premises conveyed to Honolua Ridge LLC, a Hawaii limited liability company by Warranty Deed with Reservations and Covenants dated May 7, 2004, recorded in said Bureau as Document No. 2004-097794.

Tax Map Key: Maui 4-2-1-1 (por.)

9/15/2005

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail  Pickup  To:

Kapalua Resort Association  
700 Village Road  
Kapalua, Hawaii 96761  
Attention: Caroline Peters Belsom  
Telephone: 808-669-5433



TITLE OF DOCUMENT:

SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS WITH ADDITIONAL COVENANTS  
REQUIRING PAYMENT OF A KAPALUA RESORT ASSOCIATION  
ASSESSMENT UPON FUTURE TRANSFERS

PARTIES TO DOCUMENT:

DECLARANT: MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation

FEE OWNER: HONOLUA RIDGE LLC, a Hawaii limited liability company

TAX MAP KEY(S): Maui 4-2-1-1 (por.)

(This document consists of \_\_\_ pages.)

Annexation of Lots 1 to 25 and Lots 28 to 32 of the Honolua Ridge -- Phase II  
Subdivision to the Kapalua Resort Association, with additional covenants.

**SUPPLEMENTAL DECLARATION OF COVENANTS  
AND RESTRICTIONS WITH ADDITIONAL COVENANTS  
REQUIRING PAYMENT OF A KAPALUA RESORT ASSOCIATION  
ASSESSMENT UPON FUTURE TRANSFERS**

This SUPPLEMENTAL DECLARATION made this 15<sup>th</sup> day of September, 2005, by MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation, whose place of business is 120 Kane Street, Kahului, Maui, Hawaii, and whose mailing address is P.O. Box 187, Kahului, Maui, Hawaii 96732 ("the Declarant").

**RECITALS**

A. Maui Land & Pineapple Company, Inc. submitted certain lands in Kapalua, Maui, Hawaii to the Declaration of Covenants and Restrictions dated December 30, 1976 and recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") in Liber 11922 at Page 26.<sup>1</sup> This Declaration, as amended, supplemented and restated to date is hereinafter called the "Declaration".

B. As set forth in Article II of the Declaration, the Declarant reserved the right to annex additional lands to Kapalua by executing and recording a Supplemental Declaration and to impose additional limitations, restrictions, covenants and conditions on such lands.

**ANNEXATION OF THE PROPERTY**

NOW THEREFORE, pursuant to Article II, Section 2 of the Declaration, the Declarant hereby declares that the real property described in Exhibit A attached hereto and by reference made a part hereof (the "Property") shall be annexed to "Kapalua" as defined in the Declaration, of the Declaration and shall be held, sold, conveyed, encumbered, leased, occupied and improved, subject to the "Kapalua Protective Provisions" as defined therein, as they may be amended from time to time in accordance with the Declaration. The Property shall also be subject to such additional limitations, restrictions, covenants and conditions which may be imposed by the owner(s) thereof from time to time, provided, however, that if any such limitation, restriction, covenant, or condition conflicts with the Declaration, then the Declaration

<sup>1</sup> This Declaration was amended and restated in its entirety by that certain Amended and Restated Declaration of Covenants and Restrictions dated September 30, 1987, and recorded in the Bureau in Liber 21185 at Page 173, and further amended by (i) First Amendment to Amended and Restated Declaration of Covenants and Restrictions dated December 6, 1989, recorded in the Bureau in Liber 24012, Page 17, (ii) Second Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 22, 1990, recorded in the Bureau as Document No. 90-164621, and (iii) Third Amendment to Amended and Restated Declaration of Covenants and Restrictions dated October 4, 1999, recorded in the Bureau as Document No. 99-160407, and further supplemented by (a) Supplemental Declaration of Covenants and Restrictions dated April 5, 1990, recorded in said Bureau as Document No. 90-049427, (b) Supplemental Declaration of Covenants and Restrictions dated September 12, 1990, recorded in said Bureau as Document No. 90-142160, (c) Supplemental Declaration of Covenants and Restrictions dated May 23, 1991, recorded in said Bureau as Document No. 91-067724, and (d) Supplemental Declaration of Covenants and Restrictions dated April 29, 2003, recorded in said Bureau as Document No. 2003-084252.

shall prevail.

Notwithstanding the foregoing, pursuant to Maui County Code Section 19.30A.040.D and Hawaii Revised Statutes Section 205-4.6, nothing in the Declaration shall be construed or applied to prohibit or limit the conduct of agricultural activities permitted under Chapter 205, Hawaii Revised Statutes, or Maui County Code Chapter 19.30A on the Property.

**ADDITIONAL COVENANTS REQUIRING PAYMENT OF A KAPALUA RESORT ASSOCIATION ASSESSMENT UPON FUTURE TRANSFERS**

In accordance with Article II, Section 2 of the Declaration, Declarant hereby declares that the Property shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the following additional covenants, which shall run with the land and bind all future owners of the Property or any portion thereof or interest therein. Capitalized terms that are not defined herein shall have the meaning they are assigned in the Declaration.

1. **Assessment.** Upon each sale, transfer or conveyance of the Property or a portion thereof or an interest therein (a "Transfer"), the seller, transferor or conveyor (each, a "Transferor") shall pay to the Association an assessment (a "Transfer Assessment"). The Transfer Assessment shall be an amount equal to one-half of one percent (0.5%) of the actual and full consideration paid or to be paid in connection with the Transfer.

2. **Applicability.** The Transfer Assessment shall apply to any Transfer that is subject to the State of Hawaii Conveyance Tax imposed by Hawaii Revised Statutes Chapter 247, as amended from time to time (the "Hawaii Conveyance Tax"), unless an exemption set forth in Section 4 below applies.

3. **Purpose.** The Transfer Assessments are intended to enhance the Kapalua community and the overall value of Owners' properties by providing funds and reserves for purposes that the Board deems appropriate, including without limitation, (a) additions, improvements, renovations, repair and replacement of the amenities and infrastructure within or that benefit Kapalua, (b) preservation and maintenance of natural areas, conservation areas, and the watershed within and surrounding Kapalua, (c) sponsorship of educational and cultural programs and activities, (d) programs and services that protect the environment, including recycling programs, (e) programs and activities that promote a sense of community, including recreational leagues, festivals and holiday celebrations, (f) social services, community outreach programs or other charitable causes, and (g) costs of administering the programs and activities that the Board deems appropriate to fund.

4. **Exemptions.** The following Transfers shall be exempt from the Transfer Assessment:



- (a) A Transfer that is exempt from the Hawaii Conveyance Tax;
- (b) A Transfer following an Owner's death to the Owner's heir(s) pursuant to a probate court order or judgment;
- (c) A Transfer to a corporation, partnership, limited liability company or other entity that is wholly-owned by the Transferor;
- (d) A Transfer by foreclosure of a mortgage, a Transfer to a mortgagee by deed-in-lieu of foreclosure, or a Transfer by a mortgagee that acquired the property by deed-in-lieu of foreclosure;
- (e) A Transfer to the Association upon foreclosure of a lien or otherwise;
- (f) A Transfer where the transferee is irrevocably bound, legally or contractually, to perpetually maintain the property conveyed as open space or a conservation area; and
- (g) A Transfer that the Board, in the exercise of its sole discretion, deems to warrant classification as an exempt transfer, provided that the Board's grant of an exemption in one instance shall not be deemed to require a grant of exemption for any other or future transfer.

In order to qualify for the exemption specified under Section (a), the Transferor must at the time of the recordation of the Transfer successfully file a claim for exemption from the Hawaii Conveyance Tax with the Hawaii Bureau of Conveyances or Department of Taxation. In order to qualify for an exemption specified under Sections (b), (c), (d), (e), (f) or (g), the Transferor must submit to the Board documentation that establishes the applicability of the exemption to the Board's satisfaction.

5. Calculation of Assessment Amount. The "actual and full consideration" used for purposes of calculating the amount of the Transfer Assessment on any Transfer shall be the same as the "actual and full consideration" used for purposes of calculating the Hawaii Conveyance Tax for that Transfer.

6. Payment of Assessment; Lien. The Transfer Assessment shall be payable by the Transferor when the deed or other instrument an interest in the Property or any portion thereof is recorded in the Bureau of Conveyances of the State of Hawaii. While the duty to pay the Transfer Assessment is on the Transferor, each escrow agent handling a sale, transfer or conveyance that is subject to the Transfer Fee is hereby instructed to collect the Transfer Fee from the proceeds of the Transferor's sale and to promptly remit it to the Association. Each Owner shall notify the Association's Secretary, or designee, at least seven (7) days prior to the scheduled recording for instructions on where payment may be made.

Such notice shall include the name of the purchaser, the planned date of Transfer, and any other information the Board may reasonably require. If a Transfer occurs that is subject to the Transfer Fee but for which the Transfer Fee is not paid, then the unpaid Transfer Fee shall be a lien on the property Transferred that may be collected by the Association by judicial or non-judicial foreclosure in accordance with Hawaii law. Said lien shall be junior and subordinate to any bona fide first mortgage on the property but shall be senior in priority to all other liens, charges and encumbrances, and shall bear interest at the rate of twelve percent (12%) per year. In addition to, but not as a prerequisite to, foreclosure, the Association may pursue legal action against the Transferor to collect the Transfer Fee and shall have all rights and remedies available at law or in equity. In any foreclosure or other action to collect a Transfer Fee, the Association shall be entitled to an award of its costs and reasonable attorneys' fees incurred in such collection action.

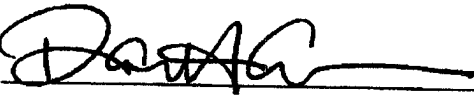
7. Termination. The forgoing Additional Covenants regarding Transfer Assessments shall remain in effect so long as the Declaration remains in effect, provided that Declarant reserves the right to cancel and release the forgoing provisions upon an amendment to the Declaration to impose a transfer fee similar to that set forth herein on the Property and other properties within Kapalua.

And Honolua Ridge LLC, a Hawaii limited liability company, as owner of the Property, hereby consents to and joins in all of the terms and conditions contained herein, which shall be binding on Honolua Ridge LLC and all future owners of the Property or any portion thereof or interest therein.

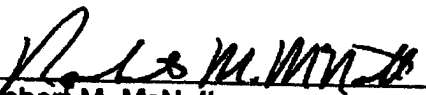
IN WITNESS WHEREOF, Declarant and Honolua Ridge LLC have caused this Supplemental Declaration to be executed on the day and year first above written.

MAUI LAND & PINEAPPLE COMPANY,  
INC.

By 

By 

HONOLUA RIDGE LLC  
By Kapalua Land Company, Ltd.  
Its Member

By   
Robert M. McNatt  
Its Executive Vice President/General Manager,  
Community Development

By   
Thomas J. Selby  
Its Vice President/Finance

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 19<sup>th</sup> day of September, 2005, before me appeared RANDALL H. ENDO and Reis, satisfactorily proven to me who by, me duly sworn, did say that they are the Vice President Community DEVELOPMENT and, respectively, of MAUI LAND & PINEAPPLE COMPANY, INC., a Hawaii corporation; that the seal affixed to the foregoing instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.



Jade Wagner  
Name: \_\_\_\_\_  
Notary Public, State of Hawaii **JADE WAGNER**  
My commission expires: \_\_\_\_\_ **Expiration Date: June 1, 2007**

STATE OF HAWAII )  
 ) ss.  
COUNTY OF MAUI )

On this 15<sup>th</sup> day of September, 2005, before me personally appeared Robert M. McNatt and Thomas J. Selby, to me personally known, who, being by me duly sworn, did say that such persons are the Executive Vice President/General Manager, Community Development and the Vice President/Finance, respectively, of Kapalua Land Company, Ltd, a Hawaii corporation, the member of HONOLUA RIDGE LLC, a Hawaii limited liability company, and that said instrument was duly authorized and executed on behalf of said company, and said officers further acknowledged said instrument to be the free act and deed of said company.

L.S.

Jane N. Higa  
Name: Jane N. Higa  
Notary Public, State of Hawaii  
My commission expires: 3/31/06

## **EXHIBIT A**

**All of those certain parcels of land situate at Honolua, Lahaina, Maui, Hawaii, being a portion of Land Patent Number 8129, Land Commission Award 8559-B, Apana 23 to Wm. C. Lunalilo, and Royal Patent Number 2236, Land Commission Award Number 8522-B, Apana 1 to Kale Davis (Certificate of Boundaries No. 21), more particularly described as follows:**

**Lots 1 through 25, inclusive, and Lots 28 through 32, inclusive, of the Honolua Ridge – Phase II subdivision, as shown on subdivision map dated May 9, 2005, revised June 8, 2005, approved by the County of Maui on June 17, 2005, (Subdivision File No. 4.891) and recorded as Document No. 2005-132682 (File Plan pending).**

**Being a portion of the premises conveyed to Honolua Ridge LLC, a Hawaii limited liability company, by Warranty Deed with Reservations and Covenants dated April 15, 2005, recorded in said Bureau as Document No. 2005-079362, as amended by Correction Deed dated April 29, 2005, recorded in the Bureau as Document No. 2005-095632.**